



**City of Oskaloosa
City Council Meeting Regular Session
Council Chambers
City Hall, 220 S. Market Street
Oskaloosa, IA 52577
Agenda
February 16, 2016**

Call to Order and Roll Call - 6:00 P.M.

1. Invocation: Pastor Elizabeth Colton, St. Paul Congregational United Church of Christ

2. Pledge of Allegiance.

I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

3. Roll Call

_____ Mayor David Krutzfeldt, Council Members:

_____ Burnett, _____ Caligiuri, _____ Jimenez, _____ Moore, _____ Ver Steeg,

_____ Walling, _____ Yates.

Documents: [20160216 AGENDA ITEMS 1 TO 3 BURST.DOCX](#)

4. Community Comments.

This item is reserved to receive comments from the community for concerns whether or not they are included in the current agenda. The community is encouraged to come and speak before the Mayor and City Council and asked to keep statements brief. Any questions are to be asked of the City Staff, Council Members, or the Mayor prior to speaking to the full Council so concerns may be properly researched and answered away from the meeting. Comments are to be directed to the Mayor and City Council only.

Documents: [20160216 COMMUNITY COMMENTS BURST.DOCX](#)

5. Consider Adoption of Consent Agenda as Presented or Amended.

All items appearing on the Consent Agenda are considered routine by the City Council and shall be enacted by one motion. If discussion is desired, that item shall be removed, discussed separately and approved by a separate motion of the City Council.

Documents: [20160216 SUMMARY CONSENT AGENDA REVISED.DOCX](#), [20160216 BOARD AND COMMISSION MINUTES BURST.DOCX](#)

A. Approval of Council Minutes and Actions, subject to corrections, as recommended by the City Clerk.

1. January 19, 2016 Regular City Council Meeting Minutes
2. January 25, 2016 Special City Council Meeting Minutes
3. February 1, 2016 Regular City Council Meeting Minutes
4. February 4, 2016 Special City Council Meeting Minutes
5. February 16, 2016 Agenda

Documents: [CITY COUNCIL MINUTES 01192016.DOC](#), [CITY COUNCIL MINUTES JANUARY 25, 2016.DOCX](#), [CITY COUNCIL MINUTES FEBRUARY 1, 2016.DOC](#), [CITY COUNCIL SPEC MINUTES FEBRUARY 4 2016.DOCX](#)

B. Receive and file minutes of Boards and Commissions

Any recommendations contained in minutes become effective only upon separate Council action.

1. November 20, 2015 Water Board Minutes
2. December 11, 2015 Water Board Special Meeting Minutes
3. December 21, 2015 Water Board Minutes
4. January 4, 2016 Water Board Special Meeting Minutes
5. January 11, 2016 Water Board Special Meeting Minutes
6. January 4, 2016 Airport Commission Minutes
7. January 25, 2016 Library Board Minutes

Documents: [WB MINUTES 112015.DOCX](#), [WB MINUTES 121115 SPEC.DOCX](#), [WB MINUTES 122115.DOCX](#), [MINUTES 16 0104 SPEC.DOCX](#), [WB MINUTES 160111 SPEC.DOCX](#), [JANUARY AIRPORT COMMISSION MINUTES.PDF](#), [JAN 25 2016 LIB MINUTES.DOC](#)

C. Consider a motion to receive and file financial reports for January 2016.

Who is submitting this item. City Clerk/Finance Department

Documents: [CITY COMM FINANCIAL REPORTS.DOCX](#), [OSKALOOSA IA TREASURERS REPORT JANUARY 2016.PDF](#)

D. Consider approval of a renewal application for a Class C Liquor License (LC) with Sunday Sales from The KlubHouse LLC, 607 High Avenue West.

Who is submitting this item. City Clerk/Finance Department

Documents: [CITY COMM THE KLUBHOUSE LLC.DOCX](#)

E. Consider approval of an application for a 5 day Class A Liquor License (Private Club) from Mahaska County Pheasants dba Mahaska County Pheasants Forever Banquet 2016 effective April 2, 2016 at the Penn Central Mall.

Who is submitting this item. City Clerk/Finance Department

Documents: [CITY COMM PHEASANTS FOREVER.DOCX](#)

F. Consider appointments to the Municipal Housing Agency.

Who is submitting this City Manager Department item.

Documents: [20160216 ITEM OMHA APPOINTMENTS BURST.DOCX](#), [MONTAVON APPLICATION.PDF](#), [JEN RICE APPLICATION.PDF](#), [COLLINS APPLICATION.PDF](#)

G. Consider appointment to the Board of Adjustment.

Who is submitting this City Manager Department item.

Documents: [20160216 ITEM BOARD OF ADJUSTMENT- BURST.DOCX](#), [HUDSON APPLICATION BD OF ADJ.PDF](#)

H. ----- END OF CONSENT AGENDA -----
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6. Regular Agenda

Documents: [20160216 REGULAR AGENDA BURST.DOCX](#)

A. Consider an ordinance amending the zoning ordinance of the City of Oskaloosa, Iowa, by rezoning the properties located at 416 North 11th Street, 1201 C Avenue East, and 1265 C Avenue East from Single Family Residential (R-1) District to Multiple Family Residential (R-3) District – 1st Reading. (Public Hearing)

Who is submitting this Public Works Director item.

Documents: [20160216 ITEM REZONING REQUEST.DOCX](#), [REZONE_ORDINANCE.DOC](#), [LOCATION MAP.PDF](#), [MHP REZONE APPLICATIONS.PDF](#), [PETITION 1201 C AVE EAST AND 416 NORTH 11TH.PDF](#), [PETITION 1265 C AVENUE EAST.PDF](#)

B. Consider a resolution levying a special assessment against private property for sidewalk replacement by the city of Oskaloosa, Iowa in accordance with Section 12.12 of the city code of the city of Oskaloosa, Iowa. (PUBLIC HEARING)

Who is submitting this City Clerk/Finance Department item.

Documents: [CITY COMM SIDEWALKS.DOCX](#), [RESOLUTION ASSESSMENT 10152015.DOCX](#), [COPY OF EXHIBIT A OCT 2015.XLSX](#)

C. Consider a resolution requesting submission and calling for an election on the question of the imposition of a local sales and services tax in the city of Oskaloosa located within Mahaska County.

Who is submitting this City Manager's Office

item.

Documents: [20160216_LOCAL OPTION SALES TAX BALLOT LANGUAGE_2.DOCX](#), [20160216 RESN_BALLOT LANGUAGE FINAL_1.DOCX](#)

- D. Consider an ordinance amending Oskaloosa Municipal Code, Chapter 13.08, Section 13.08.570(A) - User charge, for the purpose of providing necessary funding associated with the operation and maintenance of the city's wastewater treatment works. (second reading)**

Who is submitting this City Manager's Office
item.

Documents: [20160216_SANITARY SEWER RENTAL CHARGE.DOCX](#), [20160201_SEWER FEE INCREASE.DOC](#), [OSKALOOSA_REVISSED_SEWER_CASHFLOW_20160115.PDF](#)

- E. Consider a resolution awarding a contract to DDVI, Inc. for the Oskaloosa Fire Department Renovation and Expansion project.**

Who is submitting this City Manager's Office
item.

Documents: [20160216_AWARD OF CONTRACT FIRE STATION PROJECT_1.DOCX](#), [20160216_FIRE STATION AWARD OF CONTRACT RESO.DOCX](#), [BID RECOMENDATION 02-10-06.PDF](#), [BID TABULATION 2.PDF](#)

- F. Consider a resolution to approve and direct the Mayor to execute a professional services agreement with Fox Engineering Associates, Inc. for wastewater treatment plant facilities evaluation and expansion alternatives in an amount not to exceed \$135,000.**

Who is submitting this Public Works Director
item.

Documents: [20160216 ITEM FACILITY PLAN.DOCX](#), [FACILITY PLAN RESOLUTION.DOCX](#), [COMPLIANCE DATES.PDF](#), [LETTER.PDF](#), [STANDARD FORM OF MASTER AGREEMENT_FINAL_FULL \(FOX SIGNED\)_REV 1.PDF](#), [TASK ORDER 2070-16A_FINAL AND EXHIBIT_TO CITY \(FOX SIGNED\).PDF](#)

7. Report on Items from City Staff.

- a) City Manager
- b) City Clerk.

- c) City Attorney.

This item is reserved to receive reports from the City Manager, City Clerk, and/or the City Attorney.

Documents: [20160216 REPORTS FROM STAFF BURST.DOCX](#)

8. City Council Information

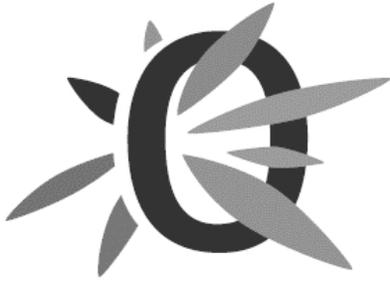
This item is reserved to receive reports from the Mayor and City Council. This is an opportunity for the members of the City Council to provide updates on activities, events, or items of note to the public. This is also the opportunity for the City Council to request future agenda items, or request items to be sent to Committee for review and discussion.

Documents: [20160216 CITY COUNCIL INFORMATION BURST.DOCX](#)

9. Adjournment

THE REQUIREMENT THAT AN ORDINANCE BE READ THREE (3) TIMES BEFORE PASSAGE MAY BE WAIVED BY COUNCIL UPON AN AFFIRMATIVE VOTE OF SIX (6) OF THE SEVEN (7) COUNCIL MEMBERS. THE PUBLIC IS ADVISED TO TAKE NOTE OF THIS PROCESS AND BE PREPARED TO SPEAK EITHER FOR OR AGAINST ANY ORDINANCE AT THE TIME OF FIRST READING.

If you require special accommodations, please contact the City Manager's Office at least 24 hours prior to the meeting at (641) 673-9431.



City Council Communication
Meeting Date: February 16, 2016
Requested By: Mayor & City Council

Item Title: Call to Order and Roll Call – 6:00 p.m.

1. Invocation: Pastor Elizabeth Colton, St. Paul Congregational United Church of Christ
2. Pledge of Allegiance
3. Roll Call: _____ Mayor David Krutzfeldt, Council Members:

_____ Burnett, _____ Caligiuri, _____ Jimenez, _____ Moore,

_____ Ver Steeg, _____ Walling, _____ Yates.

Explanation:

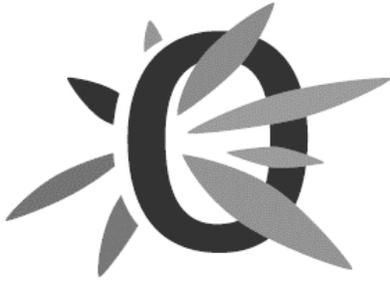
Not applicable.

Budget Consideration:

Not applicable.

Attachments:

None.



City Council Communication
Meeting Date: February 16, 2016
Requested By: Mayor & City Council

Item Title: Community Comments

Explanation:

This item is reserved to receive comments from the community for concerns whether or not they are included in the current agenda. The community is encouraged to come and speak before the Mayor and City Council and asked to keep statements brief. Time shall be limited to no more than three minutes. Any questions are to be asked of the City staff, Council Members, or the Mayor prior to speaking to the full Council so concerns may be properly researched and answered away from the meeting. Comments are to be directed to the Mayor and City Council only.

Budget Consideration:

Not applicable.

Attachments:

None.

Consent Agenda Items: All items appearing on the Consent Agenda are considered routine in nature and no discussion is anticipated.

- Item A. Minutes and reports from city council meetings.**
Staff recommends council receive and file these documents.

- Item B. Board and Commission Minutes:**
Staff recommends council receive and file these documents.

- Item C. Consider a motion to receive and file financial reports for January 2016.**

- Item D. Consider approval of a renewal application for a Class C Liquor License (LC) with Sunday Sales from The KlubHouse LLC, 607 High Avenue West.**

- Item E. Consider approval of an application for a 5 day Class A Liquor License (Private Club) from Mahaska County Pheasants dba Mahaska County Pheasants Forever Banquet 2016 effective April 2, 2016 at the Penn Central Mall.**

- Item F. Consider appointments to the Oskaloosa Municipal Housing Agency.**

- Item G. Consider appointment to the Board of Adjustment.**



City Council Communication
Meeting Date: February 16, 2016
Requested By: City Manager's Office

Item Title: CONSENT AGENDA

Explanation:

All items appearing on the Consent Agenda are considered routine by the City Council and shall be enacted by one motion. If discussion is desired, that item shall be removed, discussed separately and approved by a separate motion of the City Council.

- A. Approval of Council Minutes and Actions, subject to corrections, as recommended by the City Clerk.
 - 1. January 19, 2016 City Council Regular Meeting Minutes
 - 2. January 25, 2016 City Council Special Meeting Minutes
 - 3. February 1, 2016 City Council Regular Meeting Minutes
 - 4. February 4, 2016 City Council Special Meeting Minutes
 - 5. February 16, 2016 Agenda

- B. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - 1. November 20, 2015 Water Board Minutes
 - 2. December 11, 2015 Water Board Special Meeting Minutes
 - 3. December 21, 2015 Water Board Minutes
 - 4. January 4, 2016 Water Board Special Meeting Minutes
 - 5. January 11, 2016 Water Board Special Meeting Minutes
 - 6. January 4, 2016 Airport Commission Minutes
 - 7. January 25, 2016 Library Board Minutes

Budget Consideration:

Not applicable.

Attachments:

January 19, 2016 City Council Regular Meeting Minutes
January 25, 2016 City Council Special Meeting Minutes

February 1, 2016 City Council Regular Meeting Minutes
February 4, 2016 City Council Special Meeting Minutes
November 20, 2015 Water Board Minutes
December 11, 2015 Water Board Special Meeting Minutes
December 21, 2015 Water Board Minutes
January 4, 2016 Water Board Special Meeting Minutes
January 11, 2016 Water Board Special Meeting Minutes
January 25, 2016 Library Board Minutes

OSKALOOSA CITY COUNCIL
REGULAR MEETING
January 19, 2016

The Oskaloosa City Council met in regular session on Tuesday, January 19, 2016, at 6:00 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates.

It was moved by Caligiuri, seconded by Yates to approve the consent agenda:

1. January 4, 2016 City Council Regular Meeting Minutes
 2. January 19, 2016 Agenda
 3. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - a. November 24, 2015 Board of Adjustment Minutes
 - b. December 29, 2015 Board of Adjustment Special Meeting Minutes
 - c. October 7, 2015 Historic Preservation Commission Minutes
 - d. October 19, 2015 Historic Preservation Commission Special Meeting Minutes
 - e. December 21, 2015 Library Board Minutes
 - f. December 18, 2015 Library Board Special Meeting Minutes
 - g. January 11, 2016 Planning and Zoning Commission Minutes
 4. Renewal application for a Class C Beer Permit with Native Wine Permit and Sunday Sales from Casey's Marketing Company, dba Casey's General Store #1682, 1310 A Avenue West.
 5. Renewal application for a Class C Beer Permit with Wine Permit and Sunday Sales from DOLGENCORP, LLC, dba Dollar General Store #2727, 1701 3rd Avenue East.
 6. Approval of an ownership update due to a change in officers for a Class C Beer Permit with Wine Permit and Sunday Sales from DOLGENCORP, LLC, dba Dollar General Store #2727, 1701 3rd Avenue East.
 7. Receive and file the financial reports for December 2015.
- The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Caligiuri, seconded by Yates to appoint Jason Carter to the Water Board for a term that ends June 30, 2016.

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Caligiuri, seconded by Yates to reappoint Bernice Hahn and Noel Stahle to the Housing Trust Fund Committee for three year terms that end January 31, 2019.

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Caligiuri, seconded by Yates to approve the Oskaloosa Main Street Calendar of Events for 2016 and the dates for the Oskaloosa Area Chamber & Development Group Friday after Five events for 2016.

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates

NAYS: None

Whereupon the Mayor declared said motion approved.

Caligiuri introduced Resolution No. 16-01-05 entitled "RESOLUTION SCHEDULING A TIME FOR HEARING FOR CONSIDERING THE MATTER OF LEVYING A SPECIAL ASSESSMENT AGAINST PRIVATE PROPERTY FOR SIDEWALK REPLACEMENT BY THE CITY IN ACCORDANCE WITH SECTION 12.12 OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA, AND DIRECTING NOTICE TO THE OWNER OF THE PROPERTY TO BE ASSESSED" and moved its approval. Yates seconded the motion. The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 16-01-07* entitled "RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO AMEND THE ZONING ORDINANCE OF THE CITY OF OSKALOOSA, IOWA, BY CHANGING THE ZONING OF THE PROPERTIES LOCATED AT 416 NORTH 11th STREET, 1201 C AVENUE EAST, AND 1265 C AVENUE EAST FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENTIAL DISTRICT" and moved its approval. Yates seconded the motion. The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Sherry Vavra, Executive Director, Mahaska Community Recreation Foundation, presented the MCRF Annual Report.

Ver Steeg introduced "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA, BY AMENDING TITLE 12, "STREETS, SIDEWALKS AND PUBLIC PLACES," CHAPTER 12.24," STREET VACATIONS," SECTION 12.24.070, "FEES" and moved to waive the second and third readings of the ordinance and approve the ordinance. Caligiuri seconded the motion. The roll was called and the vote was:

AYES: Caligiuri, Jimenez, Moore, Van Zetten, Ver Steeg, Walling and Yates

NAYS: None

Whereupon the Mayor declared said ordinance duly adopted. The ordinance was assigned No. 1380.

Jimenez introduced Resolution No. 16-01-06 entitled "RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF OSKALOOSA, IOWA AND FOREST CEMETERY ASSOCIATION" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

No action was taken on referring Chapter 17.30 Sign Regulations to the Planning and Zoning Commission for the purpose of making recommendations on potential amendments to the Chapter.

It was moved by Caligiuri, seconded by Ver Steeg to remove Item K from the consent agenda regarding setting the date for the public hearing to amend the zoning ordinance of the city of Oskaloosa, Iowa, by changing the zoning of properties located at 416 North 11th Street, 1201 C Avenue East, and 1265 C Avenue East from R-1, Single Family Residential District, to R-3, Multiple Family Residential District, to change the date for the public hearing to February 16, 2016. The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Caligiuri, seconded by Jimenez that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 6:44 p.m.

David Krutzfeldt, Mayor

ATTEST:

Pamela Nimtz, Deputy City Clerk

*Resolution 16-01-07 was approved as part of the consent agenda with the hearing date of February 1, 2016. Later in the meeting the hearing date was changed to February 16, 2016.

OSKALOOSA CITY COUNCIL
SPECIAL MEETING
January 25, 2016

The Oskaloosa City Council met in special session on Monday, January 25, 2016 at 3:30 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates.

It was moved by Moore, seconded by Ver Steeg to approve the January 25, 2016 agenda. The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates

NAYS: None

Whereupon the Mayor declared said motion approved.

City Manager, Michael Schrock Jr. gave a presentation on the Fiscal Year 2016 Budget Amendment and Fiscal Year 2017 Proposed Budget.

Council proposed a contribution in the amount of \$40,000 to the Oskaloosa Chamber and \$74,500 to the Stephen Memorial Animal Shelter for operating expenses and reserve. Council proposed budgeting \$60,000 for FY2017 the first two payment of a five (5) year contribution for a total of \$150,000 which could be used towards the new animal shelter facility. Council proposed a contribution of \$100,000 for FY2017 to Forest Cemetery.

City Council discussed the proposed amendment to FY2016 budget and the proposed FY2017 budget and tax levy.

It was moved by Ver Steeg, seconded by Burnett that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 8:03 p.m.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

OSKALOOSA CITY COUNCIL
REGULAR MEETING
February 1, 2016

The Oskaloosa City Council met in regular session on Monday, February 1, 2016, at 6:00 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates.

Mayor Krutzfeldt administered the Oath of Office to new Police Officer Janay Pritchett.

Beth Danowsky, Mahaska Community Development Group, gave an update on the Local Option Sales and Services Tax.

It was moved by Caligiuri, seconded by Jimenez to approve the consent agenda:

1. February 1, 2016 Agenda
2. Renewal application for a Class C Liquor License with Sunday Sales from Harry L Anderson Post #34 Iowa Department dba Harry Anderson Post #34 American Legion, 302 High Avenue East.
3. Renewal application for a Class C Liquor License with Outdoor Service and Sunday Sales from The Cellar Peanut Pub LLC, dba The Cellar, 206 Rock Island Avenue.
4. Payment of claims for January 2016.

The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates

NAYS: None

Whereupon the Mayor declared said motion approved.

Caligiuri introduced Resolution No. 16-02-08 entitled "RESOLUTION ADOPTING SUPPLEMENT TO THE OSKALOOSA MUNICIPAL CODE OF ORDINANCES THROUGH ORDINANCE NO. 1378" and moved its approval. Jimenez seconded the motion. The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 16-02-09 entitled "A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PUBLIC WAYS OR GROUNDS FOR AN EVENT BY THE ROLLIN' OLDIES CAR CLUB" and moved its approval. Jimenez seconded the motion. The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 16-02-10 entitled "A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PUBLIC WAYS OR GROUNDS FOR

FRIDAY AFTER FIVE EVENTS BY THE OSKALOOSA AREA CHAMBER AND DEVELOPMENT GROUP” and moved its approval. Jimenez seconded the motion. The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates
NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

The Mayor announced there were vacancies on the Airport Commission, Board of Adjustment, Civil Service Commission, Historic Preservation Commission and Municipal Housing Agency.

Caligiuri introduced Resolution No. 16-02-11 entitled “RESOLUTION ADOPTING THE PROPOSED 2015-2016 BUDGET AMENDMENT AND THE PROPOSED 2016-2017 BUDGET AND SETTING DATE FOR PUBLIC HEARING” and moved its approval. Yates seconded the motion. The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates
NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Walling introduced Resolution No. 16-02-12 entitled “RESOLUTION APPROVING APPLICATION FOR INDUSTRIAL TAX ABATEMENT FOR VALUE ADDED IN THE URBAN REVITALIZATION AREA” and moved its approval. Caligiuri seconded the motion. The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates
NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Jimenez introduced Resolution No. 16-02-13 entitled “RESOLUTION APPROVING APPLICATIONS FOR RESIDENTIAL TAX ABATEMENT FOR VALUE ADDED IN THE URBAN REVITALIZATION AREA” and moved its approval. Caligiuri seconded the motion. The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates
NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Yates introduced “AN ORDINANCE REVISING USER CHARGES IN THE CITY OF OSKALOOSA, IOWA, TO PROVIDE FUNDS NEEDED TO PAY FOR EXPENSES ASSOCIATED WITH THE CITY’S WASTEWATER TREATMENT WORKS” and moved its approval on the first reading. Jimenez seconded the motion. The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates
NAYS: None

Whereupon the Mayor declared said ordinance approved on the first reading.

It was moved by Caligiuri, seconded by Ver Steeg that the meeting adjourn.
Motion carried unanimously. The meeting adjourned at 6:19 p.m.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

OSKALOOSA CITY COUNCIL
SPECIAL MEETING
February 4, 2016

The Oskaloosa City Council met in special session on Thursday, February 4, 2016 at 5:00 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, and Walling. Absent: Yates.

It was moved by Moore, seconded by Ver Steeg to approve the February 4, 2016 agenda. The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, and Walling

NAYS: None

Whereupon the Mayor declared said motion approved.

The Mayor announced this is the time and place for the public hearing on the submission of a Community Development Block Grant application for Downtown Revitalization in the City of Oskaloosa, Iowa. There were no oral comments received. Written comments were received from Lois Hess, 411 1st Avenue East; Valinn McReynolds, OACDG Executive Director; Josh Buckingham, president of Main Street Oskaloosa; Jim Hansen, president of Oskaloosa Downtown Development; Andrew Jensen, MCDG Executive Director; Deann De Groot, MCARD Director; Joe P. Crookham, president of Musco Lighting; and Cassie Riley, PR/Marketing Coordinator, Mahaska Health Partnership. The Mayor declared said hearing closed.

Caligiuri introduced Resolution No. 16-02-14 entitled "A RESOLUTION APPROVING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR DOWNTOWN REVITALIZATION IN THE CITY OF OSKALOOSA, IOWA" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

AYES: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, and Walling

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

It was moved by Walling, seconded by Caligiuri that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 5:45 p.m.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

OSKALOOSA WATER BOARD
REGULAR MEETING
11/20/15

Members Present:

Joe Ryan
Brad Hodges
Mike Vore

Ex-Officio Members Present:

Mayor Krutzfeldt
Mike Schrock

Others Present:

Chad Coon
Crystal Breuklander
Jim Anderson

A motion was made by Brad Hodges and 2nd by Joe Ryan to approve the agenda as amended. Items #12 and #13 were removed and in its place was added Item #12 Consideration and Discussion of General Manager's Par as Related to 28E Agreement with the City of Oskaloosa. Also noted was an incorrect date for approval of minutes, the date should read October 19, 2015, instead of September 21, 2015 The motion carried with all members voting yes.

A motion was made by Brad Hodges to approve the minutes of the 10/19/15 regular meeting. The motion was 2nd by Joe Ryan. The motion carried with all members voting yes.

The attached vouchers totaling \$311,423.54 were presented for approval as well as Financial Statements. A motion was made by Mike Vore to approve the vouchers for payment and accept the Financial Statements. The motion was 2nd by Brad Hodges. The motion carried with all members voting yes.

1. The next agenda item was Customer Forum. There were no items presented.
2. The next agenda item was Discussion of Wastewater Operations. Chad and Mike Schrock updated the Board and Ex-Officio members about a variety of topics. Among them; NPDES Permits and associated happenings, Priorities in the waste water collection and treatment systems, Budget overview and the CIP, 28E requirements and varying timelines associated with implementation. Board members Vore and Hodges both stated that they would like to have a tour of the treatment facilities in the near future.
3. Consideration and Discussion of Future Board Meeting Dates and Times was next on the agenda. After discussing days of the month and times of day that would work for future meetings, there was a motion by Mike Vore to hold the monthly Board of Trustee

meetings on the 3rd Monday of the month at 3:00 PM. This was second by Joe Ryan. Ayes all, motion passed.

4. Approve Acceptance of the Annual Financial Report for Fiscal Year 2014-2015 as Prepared by Hunt & Associates, P.C. was next on the agenda. As the preparer of the audit was unable to attend the meeting due to unforeseen reasons, any action on the audit was tabled by Mike Vore until the December meeting.
5. The next agenda item was Consideration and Discussion of Annual Health Insurance Premiums. Jim Anderson was in attendance to provide a short synopsis of the renewal and answer questions from the Board. Motion by Brad Hodges to approve the renewal of health insurance with Wellmark with the 0.56% increase in rates. Second by Mike Vore. Ayes all, motion passed.
6. Consideration and Discussion of updated Employee Manual was next on the agenda. Chad asked the Board to consider which direction it wanted to proceed with the employee manual. The difference being whether to tie future unused sick leave payouts to a bona fide retirement or continue to leave it upon separation. Upon discussion between Board and Ex-Officio members, motion by Mike Vore to approve manual changes including to sunset sick leave payout for employees hired after January 1, 2016, and to further approve unused sick leave payout only upon a bona fide retirement for all employees. Joe Ryan second the motion. Ayes all, motion carried.
7. General Manager's Update was next on the agenda. One big item that Chad discussed with the Board was the possible need to move around priorities in the CIP for distribution projects. Chad talked about the large number of leaks that the main along Highway 23 had experienced lately and the state of the pipe material. Joe asked if it was a safety concern given the size of the main and the number of leaks. Chad indicated that there was a definite concern as a large leak on that size of main has the potential to drain the water towers if not isolated quickly. There was no action by the Board.
8. Miscellaneous was the last agenda item. Chad updated the Board on the number and location of leaks in the last month. There was no action taken by the Board.
9. The amended item, Consideration and Discussion of General Manager's Pay as Related to 28E Agreement with the City of Oskaloosa, was next on the agenda. There was discussion amongst the Board members as well as Ex-Officio members about this topic. The item was tabled until the December Board meeting by Mike Vore.
10. There was a motion to adjourn made by Joe Ryan and second by Brad Hodges. Ayes all, meeting adjourned at 5:46. As members were leaving there was a question raised that

needed to be handled during open session. Motion by Mike Vore to reopen the meeting at 5:49. Second by Brad Hodges. More discussion by Board and Ex-Officio members in regards to the General Manager's pay and how to proceed. There was no official action taken by the Board.

There being no further items to discuss, it was moved by Joe Ryan and second by Brad Hodges to adjourn.

ATTEST

Meeting Adjourned 5:54 PM

Mike Vore – Chairman

Brad Hodges– Secretary

The Oskaloosa Water Department Board of Trustees met in regular session Friday November 20, 2015 at 4:00 PM with board members Ryan, Vore and Hodges present. The agenda was approved as amended removing items 12 and 13 and replacing Item #12 with Consideration and Discussion of General Manager's Pay as Related to 28E Agreement with the City of Oskaloosa. All members voting aye. Minutes of the 10/19/15 regular meeting were approved as presented, all ayes.

Following Warrants Allowed: (see attached sheet)

The first item on the agenda was Customer Forum. There were no items presented.

The next agenda item was Discussion of Wastewater Operations. There was no action taken by the Board of Trustees.

Approve Acceptance of the Annual Financial Report for Fiscal Year 2014-2015 as Prepared by Hunt & Associates, P.C. was next on the agenda. Item was tabled until the December Board meeting.

Consideration and Discussion of Annual Health Insurance Premiums was next. Motion by Hodges to approve renewal of health insurance with Wellmark with the 0.56% increase in rates. Second by Vore. Ayes all, motion carried.

The next agenda item was Consideration and Discussion of Updated Employee Manual. Motion by Vore and Second by Ryan to approve manual changes including to sunset sick leave payout for employees hired after January 1, 2016, and to further approve unused sick leave payout only upon a bona fide retirement for all employees.

The next two items, General Manager's Update and Miscellaneous saw no formal action taken by the Board of Trustees.

The amended item, Consideration and Discussion of General Manager's Pay as Related to 28E Agreement with the City of Oskaloosa was tabled until the December meeting.

Motion was made for adjournment by Ryan. Hodges second the motion. Ayes all, meeting adjourned. 5:46 PM. There was a question that was raised as members were preparing to leave, motion to reopen the meeting by Vore and second by Hodges. Meeting re-opened at 5:49 PM.

Discussion with no action by the Board. Motion to adjourn the meeting by Ryan and second by Hodges at 5:54 PM. Ayes all, meeting adjourned.

Brad Hodges, Secretary

OSKALOOSA WATER BOARD
REGULAR MEETING
12/11/15

Members Present:

Joe Ryan
Brad Hodges
Mike Vore

Ex-Officio Members Present:

Mayor Krutzfeldt
Tom Jiminez

Others Present:

Chad Coon
Crystal Breuklander

A motion was made by Joe Ryan and second by Brad Hodges to approve the agenda as presented. The motion carried with all members voting yes.

Chad Coon requested that the Board move to a closed session pursuant to Iowa Code § 21.5(1)(i). Motion by Mike Vore to go to closed session. Second by Brad Hodges. Vore aye, Hodges aye, Ryan aye. Motion passed. Closed session started at 4:04 PM.

Motion by Mike Vore to go to open session. Second by Joe Ryan. Vore aye, Hodges aye, Ryan aye. Motion passed. Open session again at 4:40 PM.

The next item on the agenda was the discussion and consideration to modify pay for General Manager, Chad Coon in relation to the additional responsibilities for wastewater services Mr. Coon has assumed as a result of a 28E agreement with the City of Oskaloosa. After discussion between Board members there was a motion to set compensation for the General Manager based on the additional duties as related to the 28E to \$96,050 on an annual basis made by Joe Ryan and second by Brad Hodges. Joe Ryan then amended his motion to make this retroactive to October 1, 2015. Brad Hodges second the amendment. Ayes all motion passed.

There being no further items to discuss, it was moved by Brad Hodges and second by Joe Ryan to adjourn.

ATTEST

Meeting Adjourned 5:03 PM

Mike Vore – Chairman

Brad Hodges– Secretary

The Oskaloosa Water Department Board of Trustees met in special session Friday December 11, 2015 at 4:00 PM with board members Ryan, Vore and Hodges present. The agenda was approved as presented. All members voting aye.

Motion by Vore to enter closed session pursuant to Iowa Code § 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge, is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Second by Hodges. Vore aye, Hodges aye, Ryan aye. Motion carried. Closed session entered at 4:04 PM.

Motion by Vore to enter open session. Second by Ryan. Vore aye, Hodges aye, Ryan aye. Motion passed. Open session entered at 4:40 PM.

Next agenda item was discussion and consideration to modify pay for General Manager, Chad Coon in relation to the additional responsibilities for wastewater services Mr. Coon has assumed as a result of a 28E agreement with the City of Oskaloosa. Motion by Ryan to set compensation for the General Manager based on the additional duties as related to the 28E to \$96,050 on an annual basis. Second by Hodges. Ryan then amended his motion to make this retroactive to October 1, 2015. Hodges second the amendment. Ayes all motion passed.

Motion was made for adjournment by Hodges, Ryan second the motion. Ayes all, meeting adjourned. 5:03 PM.

Brad Hodges, Secretary

OSKALOOSA WATER BOARD
REGULAR MEETING
12/21/15

Members Present:

Joe Ryan (via phone until entering at 3:39)
Brad Hodges
Mike Vore

Ex-Officio Members Present:

Tom Jiminez
Mike Schrock

Others Present:

Chad Coon
Crystal Breuklander
Doug Hunt
Ken Allsup
Brad Klein
Steve Brush
Kim Foster

A motion was made by Brad Hodges and 2nd by Mike Vore to approve the agenda as presented. The motion carried with all members voting yes.

A motion was made by Joe Ryan to approve the minutes of the 11/20/15 regular meeting and 12/11/15 special meeting. The motion was 2nd by Brad Hodges. The motion carried with all members voting yes.

The attached vouchers totaling \$252,914.39 were presented for approval as well as Financial Statements. A motion was made by Mike Vore to approve the vouchers for payment and accept the Financial Statements. The motion was 2nd by Brad Hodges. The motion carried with Vore and Hodges voting yes and Ryan abstaining as he was unable to view the list of payables.

1. The next agenda item was Customer Forum. There were no items presented.
2. The next agenda item was Discussion of Wastewater Operations. The group was updated about the RFQ's that had been received for review for wastewater facilities evaluation and expansion alternatives. They were also updated on staffing within the wastewater department. There had been a resignation recently and the matter of how to fill that vacancy was discussed. Also discussed was the matter of how that vacancy would affect the funding the City allots to the water department. Crystal provided a breakdown to the group illustrating this issue. Crystal also provided a brief quarterly financial review with regard to the 28E.
3. Approve acceptance of the annual financial report for fiscal year 2014-2015 as prepared by Hunt & Associates, P.C. was the next agenda item. Doug Hunt, Hunt & Associates, was in attendance to present the findings of this audit. There was a question about future

liability within IPERS that was addressed by Mr. Hunt. Motion by Mike Vore to approve audit as received. Joe Ryan second the motion. Ayes all, motion carried.

4. Next on the agenda was a presentation on water meters. Brad Klein, Steve Brush, and Kim Foster, all representing Ferguson Waterworks, were in attendance to give the presentation on Neptune water meters and Ferguson as a performance distributor who would be able to also provide installation as well as supply the meters. They provided a variety of information that included some general dollar amounts and theoretical timelines for installation. The Board was able to ask questions and get answers for those questions. There was no action taken by the Board.
5. Consideration and discussion of professional services agreement with Garden & Associates LTD., for Hwy 23 water main replacement was next on the agenda. Chad presented the group a copy of the agreement that had been drafted by Garden. Chad explained the need to move forward with this project due to the increasing number of water main breaks that are occurring along the stretch of main from 17th Avenue East and South 17th Street to the 12th crossing under Highway 23 and the railroad tracks. The agreement was in an amount not to exceed \$13,000. There was discussion amongst the group about what this would do to the Carbonado Road project. Chad explained that it would push back the Carbonado project based on available funding. Motion by Brad Hodges and second by Mike Vore to proceed with entering into the engineering agreement for Highway 23 with Garden & Associates. Ayes all, motion passed.
6. The next agenda item was Consideration and discussion of Oskaloosa Municipal Water Department employee manual. Section 2 Employment Policies, subsection L, Probationary Period. Chad explained that during preparation of the new employee manuals for distribution to staff an error was detected that needed to be addressed by the Board of Trustees. The number of days in the noted section needed to be changed from ninety (90) to one hundred eighty (180). Motion by Mike Vore and second by Joe Ryan to change the wording from ninety (90) days to one hundred eighty (180) days in Section 2 Employment Policies, subsection L, Probationary Period. Ayes all, motion passed.
7. General Manager's Update was next on the agenda. Dates for upcoming Board meetings was discussed for budget workshops and approval of any budget amendments and the FY 2016-2017 budget. It was determined that January 4, 2016 at 1:30 PM would work for a budget workshop, while the Public Hearing portion would be held January 11, at 3:00 PM. Chad was instructed to bring monthly billing as well as on-line bill pay information for the Board to consider to the workshop.
8. Miscellaneous was the last agenda item. Chad updated the Board on the five leaks that had occurred in the last month and their locations.

There being no further items to discuss, it was moved by Mike Vore and second by Joe Ryan to adjourn.

ATTEST

Meeting Adjourned 4:49 PM

Mike Vore – Chairman

Brad Hodges– Secretary

The Oskaloosa Water Department Board of Trustees met in regular session Monday December 21, 2015 at 3:00 PM with board members Vore and Hodges present, Board member Ryan was on the telephone for the beginning of the meeting. He entered the meeting in person at 3:39 PM. The agenda was approved as presented. All members voting aye. Minutes of the 11/20/15 regular meeting and 12/11/15 special meeting were approved as presented, all ayes. Invoices were approved for payment with the following vote; Vore and Hodges yes, Ryan abstain due to lack of ability to inspect the invoices while on the telephone.

Following Warrants Allowed: (see attached sheet)

The first item on the agenda was Customer Forum. There were no items presented.

The next agenda item was Discussion of Wastewater Operations. There was no action taken by the Board of Trustees.

Approve Acceptance of the Annual Financial Report for Fiscal Year 2014-2015 as Prepared by Hunt & Associates, P.C. was next on the agenda. Motion by Vore and second by Ryan to accept the audit as received. Ayes all, motion carried.

The next agenda item was a presentation on water meters. There was no action taken by the Board of Trustees.

Consideration and discussion of professional services agreement with Garden & Associates, LTD., for Hwy 23 water main replacement was next on the agenda. Motion by Hodges to proceed with engineering agreement with Garden & Associates. Second by Vore. Ayes all, motion passed.

The next agenda item was consideration and discussion of Oskaloosa Municipal Water Department employee manual. Section 2 Employment Policies, subsection L Probationary Period. Motion by Vore and second by Ryan to change the wording from ninety (90) days to one hundred eighty (180) days in the specified section. Ayes all, motion carried.

The next two items, General Manager's Update and Miscellaneous saw no formal action taken by the Board of Trustees.

The amended item, Consideration and Discussion of General Manager's Pay as Related to 28E Agreement with the City of Oskaloosa was tabled until the December meeting.

Motion to adjourn the meeting by Vore and second by Ryan at 4:49 PM. Ayes all, meeting adjourned.

Brad Hodges, Secretary

**OSKALOOSA WATER BOARD
SPECIAL MEETING
1/4/16**

Members Present:

Joe Ryan
Brad Hodges
Mike Vore
Kevin Tacke

Ex-Officio Members Present:

Mike Schrock
Tom Jiminez

Others Present:

Chad Coon
Crystal Breuklander

The Oath of Office was administered to Kevin Tacke. One copy will be filed with OMWD minutes and the original will be sent to City Hall.

A motion was made by Joe Ryan and second by Brad Hodges to approve the agenda as presented. The motion carried with all members voting yes.

1. The next item on the agenda was proposed budget amendments for the 2015/2016 budget. Chad and Crystal discussed the budget and changes that had been made that were reflective of the 28E agreement as well as changes in the capital improvement plan. There was discussion by all surrounding the proposal of inserting capital work on Highway 23 and how that would affect Carbonado Road work. Chad and Crystal were directed to adjust different line items for the 15-16 budget and then present them the following week at the public hearing for approval. Chad was also asked to update an exhibit spreadsheet to adjust for the amendments as well as prepare another spreadsheet showing the comparison of consumption on meters that have been changed out.
2. The next agenda item was proposed budget for fiscal year 2016-2017. Crystal presented the proposed budget that had been developed for 2016-2017 to the group. There was a great deal of discussion that surrounded the proposed capital improvement spending on infrastructure and how best to handle this moving forward. Chad and Crystal were directed to make modifications to the capital improvement plan and then also to update the proposed end of year fund balances based on those modifications and to run a series of proposed budgets with varying rate increases showing how those rate increases would affect the fund balance.

There being no further items to discuss, it was moved by Joe Ryan and second by Mike Vore to adjourn.

ATTEST

Meeting Adjourned 3:22 PM

Mike Vore – Chairman

Brad Hodges– Secretary

The Oskaloosa Water Department Board of Trustees met in special session Monday, January 4, 2014 at 1:30 PM with board members Vore, Ryan, Hodges, present. New Board member Kevin Tacke was sworn into office. The agenda was approved as presented.

There were two agenda items discussed with regard to proposed budget amendments for fiscal year 2015-2016 and the proposed 2016-2017 fiscal year budget. There was no action taken on any item.

Motion was made for adjournment by Joe Ryan. Mike Vore second the motion. Ayes all, meeting adjourned. 3:22 PM.

Brad Hodges, Secretary

OSKALOOSA WATER BOARD
SPECIAL MEETING
1/11/16

Members Present:

Joe Ryan (via telephone)
Brad Hodges
Mike Vore
Kevin Tacke

Ex-Officio Members Present:

Mike Schrock
Tom Jiminez
Mayor Krutzfeldt

Others Present:

Chad Coon
Crystal Breuklander

A motion was made by Brad Hodges to approve the agenda as presented, second by Kevin Tacke. The motion carried with all members voting yes.

1. The first item on the agenda was a public hearing for proposed amendments to the 2015-2016 budget. Motion by Vore to open the public hearing at 3:04 PM, second by Hodges, ayes all, motion carried. There were no comments received from the public, however the Board and Ex-Officio members used this time to discuss the budget. Crystal presented the budget with the changes that had been requested from the meeting a week prior. It showed an increase in operating expenses due to increased staffing for wastewater and a reduction in capital spending for distribution projects. Motion by Vore to close the public hearing at 3:07 PM. Tacke second the motion, ayes all motion passes.
2. The next agenda item was approval of proposed amendments to the 2015-2016 budget. Motion by Vore and second by Hodges to approve the budget as amended. Ayes all, motion passed.
3. Next on the agenda was the public hearing for the proposed 2016-2017 budget. Motion by Vore, second by Ryan to open the public hearing at 3:08 PM. Ayes all, public hearing opened. There were no comments received from the public. The Board and Ex-Officio members used this time to discuss the FY 16-17 budget. Crystal had prepared six different budgets using rate increases from 5% to 30%. The capital improvement spending was talked about at length. Some items of note, the Carbonado Road project was pushed back from being split in the FY 15-16 and FY 16-17 to being wholly encompassed within the FY 16-17 budget. The work on the north water tower was also pushed back from FY 16-17 to FY 17-18. The group discussed the best method of

moving forward with capital work, rates, metering consumption, monthly billing, and offering online bill paying options. There was a question regarding future capital spending and how it would affect the fund balance. Crystal answered this by showing the budget proposals and what each allowed by either adding to the fund balance due to an excess over budgeted expenses or showing a deficiency and thereby drawing down on the available fund balance. There being no more comments, there was a motion to close the public hearing by Vore and second by Tacke. Ayes all, public hearing closed at 4:08 PM.

4. Next on the agenda was approval of proposed 2016-2017 budget. Motion by Hodges and second by Tacke to approve the budget as presented showing a 25% rate increase. Ayes all, motion carried.
5. Miscellaneous was the last agenda item. There were no items presented.

There being no further items to discuss, it was moved by Brad Hodges and second by Kevin Tacke to adjourn.

ATTEST

Meeting Adjourned 3:22 PM

Mike Vore – Chairman

Brad Hodges– Secretary

The Oskaloosa Water Department Board of Trustees met in special session Monday, January 11, 2014 at 3:00 PM with board members Vore, Ryan, Hodges, and Tacke present. The agenda was approved as presented.

The first agenda item was public hearing for proposed amendments to the 2015-2016 budget. Motion by Vore to open the Public Hearing, second by Hodges. Ayes all, Public Hearing opened at 3:04 PM. There were no comments received from the public. The Water Board of Trustees and Ex-Officio members discussed the amendments. Motion to close the Public Hearing was made by Vore and second by Tacke. Ayes all, Public Hearing closed at 3:07 PM.

Next agenda item was approval of the proposed amendments to the 2015-2016 budget. Motion by Vore and second by Hodges to approve the amended 2015-2016 budget as presented. Ayes all, motion passes.

Next on the agenda was a public hearing for proposed 2016-2017 budget. Motion by Vore, second by Ryan to open the Public Hearing. Ayes all, Public Hearing opened at 3:08 PM. There were no comments received from the public. The Trustees and Ex-Officio members discussed the budget proposals at length. Motion by Vore, second by Tacke to close the Public Hearing. Ayes all, Public Hearing closed at 4:08 PM.

Approval of the 2016-2017 budget was next on the agenda. Motion by Hodges, second by Tacke to approve the 2016-2017 budget as presented. Ayes all, motion passed.

The last agenda item was miscellaneous. There were no items presented.

Motion was made for adjournment by Hodges. Tacke second the motion. Ayes all, meeting adjourned. 4:13 PM.

Brad Hodges, Secretary

The Oskaloosa Water Department Board of Trustees met in regular session Monday January 18, 2016 at 3:00 PM with board members Vore, Hodges, Ryan, and Tacke present. The agenda was approved as presented. All members voting aye. Minutes of the 12/21/15 regular meeting and 1/4/16 and 1/11/16 special meetings were approved as presented, all ayes. Invoices were approved for payment, ayes all.

Following Warrants Allowed: (see attached sheet)

The first item on the agenda was Customer Forum. There was a discussion of water rates, both inside and outside city limits. There was no action taken by the Board.

The next agenda item was Discussion of Wastewater Operations. There was no action taken by the Board of Trustees.

Consideration and discussion of online bill payment for water and wastewater customers was next on the agenda. Motion by Vore to proceed with online bill payment through Tyler Technologies with the transaction fee assessed to the user. Second by Ryan. Ayes all, motion carried.

Consideration and discussion of job descriptions for Water/Wastewater Maintenance I, Water/Wastewater Maintenance II, and Distribution/Collection Supervisor was next on the agenda. Motion to adopt and approve all three job descriptions with added language of "Assist with Budgeting, As Required" added to Distribution/Collection Supervisor list of Essential Duties was made by Vore and second by Hodges. Ayes all, motion passed.

The next two items, General Manager's Update and Miscellaneous, saw no formal action taken by the Board of Trustees.

Motion was made for adjournment by Tacke. Ryan second the motion. Ayes all, meeting adjourned. 4:29 PM.

Brad Hodges, Secretary

OSKALOOSA WATER BOARD
SPECIAL MEETING
1/11/16

Members Present:

Joe Ryan (via telephone)
Brad Hodges
Mike Vore
Kevin Tacke

Ex-Officio Members Present:

Mike Schrock
Tom Jiminez
Mayor Krutzfeldt

Others Present:

Chad Coon
Crystal Breuklander

A motion was made by Brad Hodges to approve the agenda as presented, second by Kevin Tacke. The motion carried with all members voting yes.

1. The first item on the agenda was a public hearing for proposed amendments to the 2015-2016 budget. Motion by Vore to open the public hearing at 3:04 PM, second by Hodges, ayes all, motion carried. There were no comments received from the public, however the Board and Ex-Officio members used this time to discuss the budget. Crystal presented the budget with the changes that had been requested from the meeting a week prior. It showed an increase in operating expenses due to increased staffing for wastewater and a reduction in capital spending for distribution projects. Motion by Vore to close the public hearing at 3:07 PM. Tacke second the motion, ayes all motion passes.
2. The next agenda item was approval of proposed amendments to the 2015-2016 budget. Motion by Vore and second by Hodges to approve the budget as amended. Ayes all, motion passed.
3. Next on the agenda was the public hearing for the proposed 2016-2017 budget. Motion by Vore, second by Ryan to open the public hearing at 3:08 PM. Ayes all, public hearing opened. There were no comments received from the public. The Board and Ex-Officio members used this time to discuss the FY 16-17 budget. Crystal had prepared six different budgets using rate increases from 5% to 30%. The capital improvement spending was talked about at length. Some items of note, the Carbonado Road project was pushed back from being split in the FY 15-16 and FY 16-17 to being wholly encompassed within the FY 16-17 budget. The work on the north water tower was also pushed back from FY 16-17 to FY 17-18. The group discussed the best method of

moving forward with capital work, rates, metering consumption, monthly billing, and offering online bill paying options. There was a question regarding future capital spending and how it would affect the fund balance. Crystal answered this by showing the budget proposals and what each allowed by either adding to the fund balance due to an excess over budgeted expenses or showing a deficiency and thereby drawing down on the available fund balance. There being no more comments, there was a motion to close the public hearing by Vore and second by Tacke. Ayes all, public hearing closed at 4:08 PM.

4. Next on the agenda was approval of proposed 2016-2017 budget. Motion by Hodges and second by Tacke to approve the budget as presented showing a 25% rate increase. Ayes all, motion carried.
5. Miscellaneous was the last agenda item. There were no items presented.

There being no further items to discuss, it was moved by Brad Hodges and second by Kevin Tacke to adjourn.

ATTEST

Meeting Adjourned 3:22 PM

Mike Vore – Chairman

Brad Hodges– Secretary

MINUTES
OSKALOOSA AIRPORT COMMISSION

January 4, 2016

Meeting of the Oskaloosa Airport Commission was called to order at 4:36 p.m. on Monday, January 4, 2016.

1. ROLL CALL: Roll was taken with the following present: Steve Brown, Kraig Van Hulzen, James Johnson, and Jerry Strunk [Midwest Aviation].
2. APPROVAL OF THE MINUTES: Moved by Kraig Van Hulzen and seconded by James Johnson to approve the minutes of the December 7, 2015 meeting. Motion carried.
3. FINANCIAL REPORT: Moved by Kraig Van Hulzen and seconded by James Johnson to approve the financial report. Motion carried.
4. REVIEW AND APPROVE BILLS: Moved by Kraig Van Hulzen and seconded by James Johnson to pay bills totaling \$20,946.42. Motion carried.
5. MANAGER'S REPORT: See attached.
6. OLD BUSINESS:
 - a. Pavement rehabilitation project: Payment of the final retainage of \$11,179.25 to TK Concrete, Inc. was approved with the monthly bills. This project is complete.
 - b. Lighting in hangars and office: We are still waiting for the final rebate payment to Midwest Aviation from MidAmerican Energy. Jerry Strunk is working with the lighting supplier on this and has been assured that payment will be coming.
 - c. Culvert slip-lining project: The FAA has approved the "categorical exclusion" noting there is no environmental impact.
 - d. Soil testing: Testing was completed by Midwest Laboratories and the report has been received. Kraig Van Hulzen has not had a chance to compare it with the last report.
 - e. Field tiling: No proposals have been received yet.
 - f. New mower: The new mower will be delivered in March.
 - g. Airport sign: The new sign has been delivered but is not installed. Champion Signs will be asked to install it.
 - h. Insulate walls in maintenance hangar: Two proposals have been received: Foam Pro for \$5,500.00 and Foam Buff's for \$5,600.00. Kraig Van Hulzen moved to accept the Foam Pro bid. James Johnson seconded. Motion carried. James Johnson asked about insulating the steel "wainscoting" area

that extends around the perimeter of the building and is about four feet high. Jerry Strunk will consult Foam Pro about this.

7. NEW BUSINESS:

- a. Airport Commission member responsibilities: this was tabled until the February meeting since Larry Lewis was not in attendance.
- b. Airport management review: This was also tabled until the February meeting because Larry Lewis was not in attendance.
- c. Satellite dish and TV: Jerry Strunk asked if the Commission would pay or these monthly expenses. He is currently paying \$108.12 for TV and \$89.99 for internet. This was tabled.
- d. February meeting date: The date of February 1st was acceptable to everyone.

8. ADJORN: It was moved by James Johnson to adjourn at 5:34 p.m. Kraig Van Hulzen seconded. Motion carried.

MWA@OOA

December 2015

Oskaloosa Municipal Airport Monthly Report

Fuel sales: 100LL (\$4.99) 599 gal., Jet A (\$3.94) gal. 286 gal.

Total fuel sales for December 2015= 885 gal X .05= \$44.25.

Plus telephone: \$15.28.

Total owed OOA= \$59.53.

- ***Shop work has picked up considerably.***
- ***Fuel sales are still down due to weather and holidays.***
- ***Moved more snow.***
- ***Having a New Oskaloosa Municipal Airport sign installed at entrance of OOA.***
- ***Aircraft sales and inquiries have been steady.***
- ***Hope everyone had a Merry Christmas and will have a prosperous and successful NEW YEAR.***

“ONE DAY CLOSER TO SPRING”

“UP,UP AND AWAY @ OOA”

MINUTES
OSKALOOSA PUBLIC LIBRARY BOARD OF TRUSTEES
MONDAY—JANUARY 25, 2016—4:00 P.M.

The meeting was called to order by Board President Michael Collins. Roll call was taken by Board secretary Susan Hasso with Trustees Judy Bishop, Chris Harbour, Jane Ireland, and Kathy Rothfus present. Also present was Library Director Nicole Morgan.

Minutes: Motion was made by Bishop, seconded by Ireland, to approve the minutes of the December 21, 2015, Board meeting. Motion passed.

Board Correspondence, Public Input or Friends Report: None

Director's Report: Nicole highlighted some of the items in her director's report to the Board.

State Accreditation and Direct State Aid: Nicole told the Board that she has begun completing the application for the library's State Accreditation and Direct State Aid, which is due February 28. She said that the Collection Development Policy needs to be reviewed before that date. The library is currently at a Direct State Aid Tier I rather than a Tier III because we didn't meet a minimum 10% of total operating funds for purchasing materials for the library's collection. Our 3-year average was 8%. Scott Dermont at the State Library is looking at our library's Operating Income and Expenditures reported on the Annual State Report from the past fiscal years to be certain that our average is being reported correctly.

Magazine Jobber: At staff request, Nicole is looking into magazine jobbers, and she currently has 3 requests for bids out. Although having used a magazine jobber in the past, staff is currently ordering individual magazine titles from Amazon, and the titles expire at various dates. With a magazine jobber, subscriptions would come due once a year, and titles may be added anytime during the year. Titles would be reviewed annually to see if they were still relevant for our collection.

Contracting Cities: Nicole told the Board that the agreements with the 6 contracting cities have been prepared. The contract pricing reflects a .5% increase from the FY2015/2016 contract price, as reflected by the consumer price index. Under New Business, Nicole will be requesting approval of the .5% increase for the contracting cities.

County Appropriations Request: Nicole, along with City Manager Michael Schrock and Paulette Groet met with the County Supervisors on January 12 to request funding for the library. The request was for \$100,000 for FY 16/17. This funding is put in the City's General Fund and budgeted for library services. The County is currently paying a \$1.50 per checkout for County patrons. We are asking that this is increased to \$3.17 per checkout per patron. The City is currently paying \$4.91 per checkout per patron. The County Supervisors seemed agreeable, however made no commitment at the time.

Committee Reports:

Staff Committee – Jane Ireland, chair: Jane said that everything was off to a good start with our new director, Nicole.

Budget & Finance Committee – Michael Collins, chair: None

Policy & Planning Committee – Judy Bishop, chair: Bishop said that the committee will meet in February to review the Collection Development Policy for accreditation.

Technology Committee – Ken Allsup, chair: None

Building & Grounds – Chris Harbour, chair: None

Unfinished Business: None

New Business:

Contracting Cities: Nicole requested a .5% increase in the pricing for the 6 contracting cities for FY 16/17 based on the consumer price index. After discussion, motion was made by Bishop, seconded by Ireland, to approve a .5% increase in pricing for the 6 contracting cities for FY 16/17. Motion passed.

Approval of Claims: Motion was made by Ireland, seconded by Rothfus, to approve payment of the January claims. Motion passed.

President's Remarks: None

Adjournment: Motion was made by Rothfus, seconded by Harbour, to adjourn. Motion passed.

The next regular meeting will be on Monday, February 22, 2016, at 4:00 p.m. in the library meeting room.

Respectfully submitted,

Susan Hasso
For the Board



City Council Communication

Meeting Date: February 16, 2016

Requested By: City Clerk/Finance

Item Title:

Consider a motion to receive and file financial reports for January 2016.

Explanation:

The financial reports for January 2016 are included in your agenda packets. The target percentage for expenses this month is 58% except for the seasonal or once-a-year purchases.

The following three funds contain a negative fund balance for January 2016.

- General Fund Insurance – Insurance invoices are paid in the first few months of the fiscal year. September 2015 tax receipts received in October and March 2016 tax receipts received in April will help to clear up this negative fund balance.
- General Fund Band – Band payroll is paid during the summer months and the September 2015 tax receipts received in October and March 2016 tax receipts received in April will clear up this negative fund balance.
- Airport Pavement Rehabilitation Project – Receipt of grant funds will clear up this negative fund balance.

Budget Consideration:

None

Attachments:

January 2016 Financial Reports



City of Oskaloosa, IA Treasurer's Report

January 1-31, 2016

City of Oskaloosa, IA

Fund	Beginning Cash Balance	Revenue (+)	Expenses (-)	Change in Pending Payables	Change in Investments	Ending Cash Balance
001: GENERAL FUND	2,069,150.66	278,111.87	363,919.27	(36,234.03)	(103,755.57)	1,947,109.23
002: GENERAL FUND INSURANCE FUND	(43,230.66)	1,002.80	0.00	(8,740.00)	0.00	(50,967.86)
003: GENERAL FUND CAPITAL EQUIPMENT	25,046.68	0.85	0.00	0.00	0.85	25,047.53
004: LIBRARY COPIER REVOLVING FUND	11,633.56	420.76	492.63	(2,922.76)	(2,998.59)	8,638.93
005: GENERAL FUND BAND	(2,336.27)	162.16	153.00	(305.99)	0.00	(2,633.10)
006: GENERAL FUND - LOST	399,478.30	156,537.74	0.00	0.00	156,065.77	556,016.04
007: GENERAL FUND - UTILITY FRANCHISE FEES	212,939.17	79,931.52	24,083.05	0.00	0.00	268,787.64
110: ROAD USE TAX FUND	784,191.12	103,676.37	74,834.53	5,593.28	34,647.12	818,626.24
112: EMPLOYEE BENEFIT FUND	225,488.59	8,373.77	100,593.71	0.00	(91,970.08)	133,268.65
119: EMERGENCY FUND	0.00	796.11	796.11	0.00	0.00	0.00
121: LOCAL OPTION SALES TAX FUND	0.00	89,996.69	89,996.69	0.00	0.00	0.00
128: ADMINISTRATION TIF	8,305.02	120.50	0.00	0.00	1.27	8,425.52
138: HOUSING DONATED FUNDS	34,740.74	0.00	0.00	0.00	0.00	34,740.74
140: HOUSING FUND	208,898.96	3,257.78	12,215.19	45.83	(7,967.17)	199,987.38
165: RIEFE MEMORIAL FUND	16,335.03	2.25	0.00	0.00	2.25	16,337.28
167: LIBRARY MEMORIAL FUND	588,789.29	1,385.64	3,565.52	(178.12)	(1,200.15)	586,431.29
169: MISCELLANEOUS GIFT FUND	24,215.55	101.05	0.00	(1,650.00)	(2,998.95)	22,666.60
172: WOODEN PLAYGROUND MAINT FUND	3,284.94	0.43	0.00	0.00	0.43	3,285.37
177: POLICE FORFEITURE FUND	1,738.92	0.13	0.00	(90.00)	(999.87)	1,649.05
178: LIBRARY MAINTENANCE FUND	1,208,784.14	3,338.50	700.86	(3,202.14)	(661.50)	1,208,219.64
180: MISCELLANEOUS GRANTS FUND	13,752.46	1,669.05	1,892.93	250.00	2,002.19	13,778.58
181: BROWNFIELD SITES ASSESSMENT GRANT FUND	0.00	6,622.25	1,657.25	(4,965.00)	0.00	0.00
182: FACADE GRANT	0.00	15,796.00	0.00	0.00	0.00	15,796.00
200: DEBT SERVICE FUND	512,572.45	10,172.71	0.00	0.00	10,613.00	522,745.16
301: PARK SHELTER CAPITAL IMPROVEMENT	19,961.73	463.18	1.94	(50.45)	3.18	20,372.52
302: CITY HALL IMPROVEMENTS	9,020.78	496.37	0.00	(8.66)	1.37	9,508.49
304: FIRE STATION ADDITION AND REMODEL PROJECT	3,197,413.98	0.00	95.25	95.25	0.00	3,197,413.98
322: BURLINGTON ROAD RECONSTRUCTION FUND	0.00	246.89	0.00	(246.89)	0.00	0.00
325: PAVEMENT MANAGEMENT	2,280.93	23,836.27	28,385.09	2,268.00	(1,999.89)	0.11
326: SIDEWALK IMPROVEMENTS PROJECT	161.00	149.50	0.00	0.00	0.00	310.50
328: PARKING LOT IMPROVEMENTS PHASE II	38,731.69	6.15	0.00	0.00	6.15	38,737.84
343: 2015 GO BOND FUND	194,918.00	0.00	0.00	0.00	0.00	194,918.00

Fund	Beginning Cash Balance	Revenue (+)	Expenses (-)	Change in Pending Payables	Change in Investments	Ending Cash Balance
600: WATER O&M FUND	997,937.74	652,361.86	583,576.51	0.00	0.00	1,066,723.09
601: WATER CONSUMER DEPOSIT FUND	88,238.88	8.62	0.00	0.00	0.00	88,247.50
603: WATER SINKING FUND	139,579.20	104,684.37	73,725.00	0.00	0.00	170,538.57
604: WATER RESERVE FUND	52,414.42	25,500.00	14,929.07	0.00	0.00	62,985.35
610: SANITARY SEWER O&M FUND	93,244.98	106,220.86	89,552.11	(3,432.28)	0.00	106,481.45
611: SANITARY SEWER REVENUE FUND	1,791,282.65	153,407.08	143,212.86	0.00	23,273.77	1,801,476.87
612: SANITARY SEWER SINKING FUND	194,718.25	36,042.00	0.00	0.00	36,000.00	230,760.25
614: SANITARY SEWER IMPROVEMENT FUND	102,514.89	950.00	0.00	0.00	1,000.00	103,464.89
660: AIRPORT FUND	371,239.27	83.66	32,291.83	5,522.91	158,038.41	344,554.01
661: AIRPORT PAVEMENT REHABILITATION PROJECT	(220,372.32)	202,549.90	0.00	(17,417.63)	0.00	(35,240.05)
740: STORM WATER UTILITY FUND	901,972.92	16,531.20	5,247.30	(7,968.22)	3,095.70	905,288.60
750: EDMUNDSON GOLF COURSE FUND	48,102.65	7.50	0.00	(1,699.93)	(1,992.50)	46,410.22
760: RACI MAIN STREET LOAN FUND	20,251.20	166.87	0.00	0.00	2.30	20,418.07
810: COPIER/FAX REVOLVING FUND	11,086.14	1,114.13	427.14	153.50	1.75	11,926.63
820: EMPLOYEE HEALTH SELF-INSURANCE	808,375.50	54,471.69	92,790.33	(1,305.00)	(22,905.71)	768,751.86
830: EMPLOYEE FLEX PLAN FUND	729.62	3,082.93	2,081.97	0.00	0.19	1,730.58

REVENUE REPORT

Account Detail

City of Oskaloosa, IA

For Fiscal: 2015-2016 Period Ending: 01/31/2016

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 001 - GENERAL FUND					
41 - TAXES	-2,736,109.00	-24,045.76	-1,475,362.27	-1,260,746.73	53.92 %
42 - LICENSES AND PERMITS	-232,200.00	-40,101.37	-167,894.32	-64,305.68	72.31 %
43 - USE OF MONEY & PROPERTY	-4,150.00	-347.00	-2,451.57	-1,698.43	59.07 %
44 - INTERGOVERNMENTAL	-323,924.00	-41,141.73	-196,552.22	-127,371.78	60.68 %
45 - CHARGES FOR SERVICES	-131,200.00	-48,110.33	-78,515.28	-52,684.72	59.84 %
46 - SPECIAL ASSESSMENTS	0.00	0.00	-306.00	306.00	
47 - MISCELLANEOUS REVENUES	-70,550.00	-22,975.86	-71,821.50	1,271.50	101.80 %
48 - OTHER FINANCING SOURCES	-1,498,661.00	-101,389.82	-895,818.89	-602,842.11	59.77 %
Fund 001 Total:	-4,996,794.00	-278,111.87	-2,888,722.05	-2,108,071.95	57.81 %
Fund: 002 - GENERAL FUND INSURANCE FUND					
41 - TAXES	-114,665.00	-1,002.80	-61,779.14	-52,885.86	53.88 %
43 - USE OF MONEY & PROPERTY	0.00	0.00	-0.10	0.10	
44 - INTERGOVERNMENTAL	-4,620.00	0.00	-2,310.21	-2,309.79	50.00 %
Fund 002 Total:	-119,285.00	-1,002.80	-64,089.45	-55,195.55	53.73 %
Fund: 003 - GENERAL FUND CAPITAL EQUIPMENT					
43 - USE OF MONEY & PROPERTY	-230.00	-0.85	-91.08	-138.92	39.60 %
Fund 003 Total:	-230.00	-0.85	-91.08	-138.92	39.60 %
Fund: 004 - LIBRARY COPIER REVOLVING FUND					
43 - USE OF MONEY & PROPERTY	0.00	-1.41	-11.54	11.54	
47 - MISCELLANEOUS REVENUES	-6,500.00	-419.35	-3,890.08	-2,609.92	59.85 %
Fund 004 Total:	-6,500.00	-420.76	-3,901.62	-2,598.38	60.02 %
Fund: 005 - GENERAL FUND BAND					
41 - TAXES	-18,537.00	-162.16	-10,011.90	-8,525.10	54.01 %
43 - USE OF MONEY & PROPERTY	0.00	0.00	-0.25	0.25	
44 - INTERGOVERNMENTAL	-747.00	0.00	-373.46	-373.54	49.99 %
Fund 005 Total:	-19,284.00	-162.16	-10,385.61	-8,898.39	53.86 %
Fund: 006 - GENERAL FUND - LOST					
43 - USE OF MONEY & PROPERTY	-1,800.00	-65.77	-480.60	-1,319.40	26.70 %
47 - MISCELLANEOUS REVENUES	-925,000.00	-156,471.97	-661,184.31	-263,815.69	71.48 %
Fund 006 Total:	-926,800.00	-156,537.74	-661,664.91	-265,135.09	71.39 %
Fund: 007 - GENERAL FUND - UTILITY FRANCHISE FEES					
42 - LICENSES AND PERMITS	-450,000.00	-79,898.17	-273,237.45	-176,762.55	60.72 %
43 - USE OF MONEY & PROPERTY	-900.00	-33.35	-339.06	-560.94	37.67 %
Fund 007 Total:	-450,900.00	-79,931.52	-273,576.51	-177,323.49	60.67 %
Fund: 110 - ROAD USE TAX FUND					
44 - INTERGOVERNMENTAL	-1,135,213.00	-103,647.12	-879,251.37	-255,961.63	77.45 %
45 - CHARGES FOR SERVICES	0.00	0.00	-663.00	663.00	
47 - MISCELLANEOUS REVENUES	0.00	-29.25	-3,975.57	3,975.57	
48 - OTHER FINANCING SOURCES	0.00	0.00	-1,771.15	1,771.15	
Fund 110 Total:	-1,135,213.00	-103,676.37	-885,661.09	-249,551.91	78.02 %
Fund: 112 - EMPLOYEE BENEFIT FUND					
41 - TAXES	-954,051.00	-8,343.85	-515,048.89	-439,002.11	53.99 %
43 - USE OF MONEY & PROPERTY	0.00	-29.92	-204.58	204.58	
44 - INTERGOVERNMENTAL	-38,446.00	0.00	-19,221.71	-19,224.29	50.00 %
Fund 112 Total:	-992,497.00	-8,373.77	-534,475.18	-458,021.82	53.85 %
Fund: 119 - EMERGENCY FUND					
41 - TAXES	-91,031.00	-796.11	-49,095.73	-41,935.27	53.93 %
44 - INTERGOVERNMENTAL	-3,668.00	0.00	-1,834.04	-1,833.96	50.00 %
Fund 119 Total:	-94,699.00	-796.11	-50,929.77	-43,769.23	53.78 %

REVENUE REPORT

For Fiscal: 2015-2016 Period Ending: 01/31/2016

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 121 - LOCAL OPTION SALES TAX FUND					
41 - TAXES	-994,915.00	-89,996.69	-681,473.67	-313,441.33	68.50 %
Fund 121 Total:	-994,915.00	-89,996.69	-681,473.67	-313,441.33	68.50 %
Fund: 122 - HOTEL/MOTEL TAX REVENUE FUND					
41 - TAXES	-105,000.00	0.00	-66,910.85	-38,089.15	63.72 %
Fund 122 Total:	-105,000.00	0.00	-66,910.85	-38,089.15	63.72 %
Fund: 128 - ADMINISTRATION TIF					
41 - TAXES	-13,011.00	-119.23	-7,807.91	-5,203.09	60.01 %
43 - USE OF MONEY & PROPERTY	0.00	-1.27	-5.27	5.27	
Fund 128 Total:	-13,011.00	-120.50	-7,813.18	-5,197.82	60.05 %
Fund: 140 - HOUSING FUND					
43 - USE OF MONEY & PROPERTY	-550.00	-32.83	-242.56	-307.44	44.10 %
45 - CHARGES FOR SERVICES	-1,900.00	0.00	-983.00	-917.00	51.74 %
47 - MISCELLANEOUS REVENUES	-43,398.00	-3,224.95	-34,488.12	-8,909.88	79.47 %
Fund 140 Total:	-45,848.00	-3,257.78	-35,713.68	-10,134.32	77.90 %
Fund: 165 - RIEFE MEMORIAL FUND					
43 - USE OF MONEY & PROPERTY	0.00	-2.25	-16.48	16.48	
Fund 165 Total:	0.00	-2.25	-16.48	16.48	
Fund: 167 - LIBRARY MEMORIAL FUND					
43 - USE OF MONEY & PROPERTY	-13,225.00	-799.85	-3,861.39	-9,363.61	29.20 %
45 - CHARGES FOR SERVICES	0.00	-24.19	-184.11	184.11	
47 - MISCELLANEOUS REVENUES	-38,500.00	-415.60	-43,992.82	5,492.82	114.27 %
48 - OTHER FINANCING SOURCES	0.00	-146.00	-1,050.24	1,050.24	
Fund 167 Total:	-51,725.00	-1,385.64	-49,088.56	-2,636.44	94.90 %
Fund: 169 - MISCELLANEOUS GIFT FUND					
43 - USE OF MONEY & PROPERTY	0.00	-1.05	-9.90	9.90	
47 - MISCELLANEOUS REVENUES	0.00	-100.00	-2,043.46	2,043.46	
Fund 169 Total:	0.00	-101.05	-2,053.36	2,053.36	
Fund: 172 - WOODEN PLAYGROUND MAINT FUND					
43 - USE OF MONEY & PROPERTY	0.00	-0.43	-3.17	3.17	
Fund 172 Total:	0.00	-0.43	-3.17	3.17	
Fund: 177 - POLICE FORFEITURE FUND					
43 - USE OF MONEY & PROPERTY	0.00	-0.13	-1.37	1.37	
Fund 177 Total:	0.00	-0.13	-1.37	1.37	
Fund: 178 - LIBRARY MAINTENANCE FUND					
43 - USE OF MONEY & PROPERTY	-42,000.00	-3,338.50	-20,342.54	-21,657.46	48.43 %
Fund 178 Total:	-42,000.00	-3,338.50	-20,342.54	-21,657.46	48.43 %
Fund: 179 - FIRE DEPT FEMA GRANT FUND					
44 - INTERGOVERNMENTAL	-191,710.00	0.00	0.00	-191,710.00	0.00 %
48 - OTHER FINANCING SOURCES	-10,090.00	0.00	0.00	-10,090.00	0.00 %
Fund 179 Total:	-201,800.00	0.00	0.00	-201,800.00	0.00 %
Fund: 180 - MISCELLANEOUS GRANTS FUND					
43 - USE OF MONEY & PROPERTY	0.00	-2.19	-14.80	14.80	
44 - INTERGOVERNMENTAL	0.00	-1,666.86	-7,206.64	7,206.64	
47 - MISCELLANEOUS REVENUES	0.00	0.00	-1,526.00	1,526.00	
48 - OTHER FINANCING SOURCES	0.00	0.00	-3,127.51	3,127.51	
Fund 180 Total:	0.00	-1,669.05	-11,874.95	11,874.95	
Fund: 181 - BROWNFIELD SITES ASSESSMENT GRANT FUND					
44 - INTERGOVERNMENTAL	-200,000.00	-6,622.25	-64,580.66	-135,419.34	32.29 %
Fund 181 Total:	-200,000.00	-6,622.25	-64,580.66	-135,419.34	32.29 %
Fund: 182 - FACADE GRANT					
47 - MISCELLANEOUS REVENUES	0.00	-15,796.00	-15,796.00	15,796.00	
Fund 182 Total:	0.00	-15,796.00	-15,796.00	15,796.00	

REVENUE REPORT

For Fiscal: 2015-2016 Period Ending: 01/31/2016

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 199 - WFP RISE PAYMENT FUND					
47 - MISCELLANEOUS REVENUES	0.00	0.00	-16,214.00	16,214.00	
Fund 199 Total:	0.00	0.00	-16,214.00	16,214.00	
Fund: 200 - DEBT SERVICE FUND					
41 - TAXES	-758,594.00	-6,642.71	-409,254.85	-349,339.15	53.95 %
43 - USE OF MONEY & PROPERTY	-800.00	-613.00	-3,027.68	2,227.68	378.46 %
44 - INTERGOVERNMENTAL	-30,569.00	0.00	-15,283.67	-15,285.33	50.00 %
46 - SPECIAL ASSESSMENTS	0.00	-2,917.00	-12,198.00	12,198.00	
48 - OTHER FINANCING SOURCES	-660,000.00	0.00	-667,561.12	7,561.12	101.15 %
Fund 200 Total:	-1,449,963.00	-10,172.71	-1,107,325.32	-342,637.68	76.37 %
Fund: 301 - PARK SHELTER CAPITAL IMPROVEMENT					
43 - USE OF MONEY & PROPERTY	-3,600.00	-463.18	-1,452.99	-2,147.01	40.36 %
Fund 301 Total:	-3,600.00	-463.18	-1,452.99	-2,147.01	40.36 %
Fund: 302 - CITY HALL IMPROVEMENTS					
43 - USE OF MONEY & PROPERTY	0.00	-1.37	-22.28	22.28	
48 - OTHER FINANCING SOURCES	-2,000.00	-495.00	-2,722.50	722.50	136.13 %
Fund 302 Total:	-2,000.00	-496.37	-2,744.78	744.78	137.24 %
Fund: 304 - FIRE STATION ADDITION AND REMODEL PROJECT					
48 - OTHER FINANCING SOURCES	-2,979,021.00	0.00	-3,198,839.48	219,818.48	107.38 %
Fund 304 Total:	-2,979,021.00	0.00	-3,198,839.48	219,818.48	107.38 %
Fund: 321 - NE BRIDGE REPLACEMENT PROJECT					
44 - INTERGOVERNMENTAL	-719,784.00	0.00	0.00	-719,784.00	0.00 %
48 - OTHER FINANCING SOURCES	-179,946.00	0.00	0.00	-179,946.00	0.00 %
Fund 321 Total:	-899,730.00	0.00	0.00	-899,730.00	0.00 %
Fund: 322 - BURLINGTON ROAD RECONSTRUCTION FUND					
48 - OTHER FINANCING SOURCES	-23,000.00	-246.89	-246.89	-22,753.11	1.07 %
Fund 322 Total:	-23,000.00	-246.89	-246.89	-22,753.11	1.07 %
Fund: 325 - PAVEMENT MANAGEMENT					
43 - USE OF MONEY & PROPERTY	0.00	-0.11	-242.61	242.61	
47 - MISCELLANEOUS REVENUES	0.00	0.00	-174,295.73	174,295.73	
48 - OTHER FINANCING SOURCES	-1,013,000.00	-23,836.16	-841,494.08	-171,505.92	83.07 %
Fund 325 Total:	-1,013,000.00	-23,836.27	-1,016,032.42	3,032.42	100.30 %
Fund: 326 - SIDEWALK IMPROVEMENTS PROJECT					
43 - USE OF MONEY & PROPERTY	0.00	0.00	-0.93	0.93	
44 - INTERGOVERNMENTAL	0.00	0.00	-17,269.31	17,269.31	
46 - SPECIAL ASSESSMENTS	0.00	-62.00	-387.00	387.00	
47 - MISCELLANEOUS REVENUES	0.00	-87.50	-87.50	87.50	
48 - OTHER FINANCING SOURCES	-40,000.00	0.00	-35,462.25	-4,537.75	88.66 %
Fund 326 Total:	-40,000.00	-149.50	-53,206.99	13,206.99	133.02 %
Fund: 328 - PARKING LOT IMPROVEMENTS PHASE II					
43 - USE OF MONEY & PROPERTY	0.00	-6.15	-45.15	45.15	
Fund 328 Total:	0.00	-6.15	-45.15	45.15	
Fund: 343 - 2015 GO BOND FUND					
48 - OTHER FINANCING SOURCES	-4,150,000.00	0.00	-4,322,258.45	172,258.45	104.15 %
Fund 343 Total:	-4,150,000.00	0.00	-4,322,258.45	172,258.45	104.15 %
Fund: 600 - WATER O&M FUND					
43 - USE OF MONEY & PROPERTY	-20,660.00	-6,781.14	-13,776.79	-6,883.21	66.68 %
45 - CHARGES FOR SERVICES	-2,282,330.00	-576,440.16	-1,179,602.34	-1,102,727.66	51.68 %
47 - MISCELLANEOUS REVENUES	-4,800.00	-69,140.56	-70,887.36	66,087.36	1,476.82 %
Fund 600 Total:	-2,307,790.00	-652,361.86	-1,264,266.49	-1,043,523.51	54.78 %
Fund: 601 - WATER CONSUMER DEPOSIT FUND					
43 - USE OF MONEY & PROPERTY	0.00	-8.62	-17.50	17.50	
Fund 601 Total:	0.00	-8.62	-17.50	17.50	

REVENUE REPORT

For Fiscal: 2015-2016 Period Ending: 01/31/2016

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 603 - WATER SINKING FUND					
48 - OTHER FINANCING SOURCES	-418,787.00	-104,684.37	-209,368.74	-209,418.26	49.99 %
Fund 603 Total:	-418,787.00	-104,684.37	-209,368.74	-209,418.26	49.99 %
Fund: 604 - WATER RESERVE FUND					
48 - OTHER FINANCING SOURCES	-102,000.00	-25,500.00	-51,000.00	-51,000.00	50.00 %
Fund 604 Total:	-102,000.00	-25,500.00	-51,000.00	-51,000.00	50.00 %
Fund: 610 - SANITARY SEWER O&M FUND					
48 - OTHER FINANCING SOURCES	-2,066,107.00	-106,220.86	-1,011,600.85	-1,054,506.15	48.96 %
Fund 610 Total:	-2,066,107.00	-106,220.86	-1,011,600.85	-1,054,506.15	48.96 %
Fund: 611 - SANITARY SEWER REVENUE FUND					
43 - USE OF MONEY & PROPERTY	-3,000.00	-273.77	-1,561.21	-1,438.79	52.04 %
45 - CHARGES FOR SERVICES	-1,824,300.00	-152,452.31	-1,128,112.87	-696,187.13	61.84 %
46 - SPECIAL ASSESSMENTS	0.00	-41.00	-6,054.00	6,054.00	
47 - MISCELLANEOUS REVENUES	0.00	-640.00	-1,788.23	1,788.23	
Fund 611 Total:	-1,827,300.00	-153,407.08	-1,137,516.31	-689,783.69	62.25 %
Fund: 612 - SANITARY SEWER SINKING FUND					
48 - OTHER FINANCING SOURCES	-432,504.00	-36,042.00	-252,294.00	-180,210.00	58.33 %
Fund 612 Total:	-432,504.00	-36,042.00	-252,294.00	-180,210.00	58.33 %
Fund: 614 - SANITARY SEWER IMPROVEMENT FUND					
48 - OTHER FINANCING SOURCES	-11,400.00	-950.00	-6,650.00	-4,750.00	58.33 %
Fund 614 Total:	-11,400.00	-950.00	-6,650.00	-4,750.00	58.33 %
Fund: 660 - AIRPORT FUND					
43 - USE OF MONEY & PROPERTY	-206,532.00	-39.41	-97,728.93	-108,803.07	47.32 %
47 - MISCELLANEOUS REVENUES	-11,000.00	-44.25	-19,788.38	8,788.38	179.89 %
Fund 660 Total:	-217,532.00	-83.66	-117,517.31	-100,014.69	54.02 %
Fund: 661 - AIRPORT PAVEMENT REHABILITATION PROJECT					
44 - INTERGOVERNMENTAL	-45,000.00	-182,295.00	-189,251.00	144,251.00	420.56 %
48 - OTHER FINANCING SOURCES	-5,000.00	-20,254.90	-21,027.46	16,027.46	420.55 %
Fund 661 Total:	-50,000.00	-202,549.90	-210,278.46	160,278.46	420.56 %
Fund: 740 - STORM WATER UTILITY FUND					
43 - USE OF MONEY & PROPERTY	0.00	-95.70	-714.57	714.57	
45 - CHARGES FOR SERVICES	-229,000.00	-16,435.50	-131,866.26	-97,133.74	57.58 %
Fund 740 Total:	-229,000.00	-16,531.20	-132,580.83	-96,419.17	57.90 %
Fund: 750 - EDMUNDSON GOLF COURSE FUND					
43 - USE OF MONEY & PROPERTY	-8,500.00	-7.50	-57.29	-8,442.71	0.67 %
47 - MISCELLANEOUS REVENUES	-300.00	0.00	0.00	-300.00	0.00 %
Fund 750 Total:	-8,800.00	-7.50	-57.29	-8,742.71	0.65 %
Fund: 760 - RACI MAIN STREET LOAN FUND					
43 - USE OF MONEY & PROPERTY	-377.00	-2.30	-15.92	-361.08	4.22 %
47 - MISCELLANEOUS REVENUES	-1,597.00	-164.57	-1,151.99	-445.01	72.13 %
Fund 760 Total:	-1,974.00	-166.87	-1,167.91	-806.09	59.16 %
Fund: 810 - COPIER/FAX REVOLVING FUND					
43 - USE OF MONEY & PROPERTY	0.00	-1.75	-11.15	11.15	
47 - MISCELLANEOUS REVENUES	0.00	-1,112.38	-5,473.12	5,473.12	
Fund 810 Total:	0.00	-1,114.13	-5,484.27	5,484.27	
Fund: 820 - EMPLOYEE HEALTH SELF-INSURANCE					
43 - USE OF MONEY & PROPERTY	0.00	-94.29	-667.54	667.54	
47 - MISCELLANEOUS REVENUES	0.00	-54,377.40	-543,596.71	543,596.71	
Fund 820 Total:	0.00	-54,471.69	-544,264.25	544,264.25	
Fund: 830 - EMPLOYEE FLEX PLAN FUND					
43 - USE OF MONEY & PROPERTY	0.00	-0.19	-2.78	2.78	
45 - CHARGES FOR SERVICES	0.00	-42.00	-306.00	306.00	
47 - MISCELLANEOUS REVENUES	0.00	-3,040.74	-25,133.58	25,133.58	
Fund 830 Total:	0.00	-3,082.93	-25,442.36	25,442.36	
Report Total:	-28,630,009.00	-2,143,857.96	-21,017,038.78	-7,612,970.22	73.41 %

EXPENSE TRIAL BALANCE

City of Oskaloosa, IA

Account Detail

For Fiscal: 2015-2016 Period Ending: 01/31/2016

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 001 - GENERAL FUND					
1010 - POLICE OPERATIONS	1,760,768.00	118,616.52	1,030,856.53	729,911.47	58.55 %
1030 - EMERGENCY MANAGEMENT	7,805.00	0.00	1,299.72	6,505.28	16.65 %
1050 - FIRE DEPARTMENT	850,916.00	56,506.55	472,286.66	378,629.34	55.50 %
1070 - BUILDING INSPECTIONS	99,475.00	6,221.92	66,813.86	32,661.14	67.17 %
1090 - ANIMAL CONTROL	73,000.00	0.00	21,500.00	51,500.00	29.45 %
1900 - 911 DISPATCH	157,519.00	0.00	118,139.25	39,379.75	75.00 %
2010 - ROADS, BRIDGES, SIDEWALKS	20,000.00	0.00	0.00	20,000.00	0.00 %
2030 - STREET LIGHTING	94,000.00	10,773.51	83,104.72	10,895.28	88.41 %
2080 - AIRPORT	45,000.00	1,845.07	7,307.08	37,692.92	16.24 %
4010 - LIBRARY SERVICES	565,547.00	50,893.01	343,766.73	221,780.27	60.78 %
4030 - PARKS	174,225.00	13,414.41	115,856.74	58,368.26	66.50 %
4031 - POOL	138,033.00	6.84	84,260.13	53,772.87	61.04 %
4050 - CEMETERY	50,000.00	50,000.00	100,000.00	-50,000.00	200.00 %
5020 - ECONOMIC DEVELOPMENT	40,000.00	0.00	28,125.00	11,875.00	70.31 %
5040 - PLANNING & ZONING	1,950.00	29.21	551.92	1,398.08	28.30 %
6010 - CITY MANAGER	292,850.00	30,146.86	178,903.29	113,946.71	61.09 %
6011 - CITY COUNCIL & MAYOR	138,004.00	1,075.14	71,339.83	66,664.17	51.69 %
6020 - CLERK, TREAS. & FINANCIAL ADMIN	290,839.00	20,028.43	183,962.51	106,876.49	63.25 %
6030 - ELECTIONS	9,000.00	0.00	6,874.27	2,125.73	76.38 %
6040 - LEGAL SERVICES & CITY ATTORNEY	79,600.00	5,366.30	38,166.05	41,433.95	47.95 %
6050 - CITY HALL & GENERAL BUILDINGS	107,388.00	5,858.79	50,846.51	56,541.49	47.35 %
9500 - ENGINEERING (ALLOCATED)	0.00	-6,862.80	19,314.90	-19,314.90	
Fund 001 Total:	4,995,919.00	363,919.76	3,023,275.70	1,972,643.30	60.51 %
Fund: 002 - GENERAL FUND INSURANCE FUND					
6060 - TORT LIABILITY	116,631.00	0.00	118,047.43	-1,416.43	101.21 %
Fund 002 Total:	116,631.00	0.00	118,047.43	-1,416.43	101.21 %
Fund: 003 - GENERAL FUND CAPITAL EQUIPMENT					
6050 - CITY HALL & GENERAL BUILDINGS	12,000.00	0.00	0.00	12,000.00	0.00 %
6900 - OTHER GEN'L GOVT	151,028.00	0.00	151,028.00	0.00	
Fund 003 Total:	163,028.00	0.00	151,028.00	12,000.00	92.64 %
Fund: 004 - LIBRARY COPIER REVOLVING FUND					
4010 - LIBRARY SERVICES	5,300.00	492.63	5,058.14	241.86	95.44 %
Fund 004 Total:	5,300.00	492.63	5,058.14	241.86	95.44 %
Fund: 005 - GENERAL FUND BAND					
4020 - BAND	22,549.00	153.00	18,383.31	4,165.69	81.53 %
Fund 005 Total:	22,549.00	153.00	18,383.31	4,165.69	81.53 %
Fund: 006 - GENERAL FUND - LOST					
2010 - ROADS, BRIDGES, SIDEWALKS	832,946.00	0.00	648,462.25	184,483.75	77.85 %
Fund 006 Total:	832,946.00	0.00	648,462.25	184,483.75	77.85 %
Fund: 007 - GENERAL FUND - UTILITY FRANCHISE FEES					
2010 - ROADS, BRIDGES, SIDEWALKS	458,000.00	24,083.05	263,740.97	194,259.03	57.59 %
Fund 007 Total:	458,000.00	24,083.05	263,740.97	194,259.03	57.59 %
Fund: 110 - ROAD USE TAX FUND					
2010 - ROADS, BRIDGES, SIDEWALKS	1,091,417.00	49,547.84	662,390.82	429,026.18	60.69 %
2030 - STREET LIGHTING	45,150.00	0.00	0.00	45,150.00	0.00 %
2040 - TRAFFIC CONTROL & SAFETY	33,319.00	3,253.11	12,016.32	21,302.68	36.06 %
2050 - SNOW REMOVAL	79,873.00	20,932.99	30,356.50	49,516.50	38.01 %
2070 - STREET CLEANING	41,755.00	1,124.47	32,883.61	8,871.39	78.75 %
Fund 110 Total:	1,291,514.00	74,858.41	737,647.25	553,866.75	57.11 %

EXPENSE TRIAL BALANCE

For Fiscal: 2015-2016 Period Ending: 01/31/2016

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 112 - EMPLOYEE BENEFIT FUND					
9100 - TRANSFER OUT	1,058,414.00	100,593.71	546,409.62	512,004.38	51.63 %
Fund 112 Total:	1,058,414.00	100,593.71	546,409.62	512,004.38	51.63 %
Fund: 119 - EMERGENCY FUND					
9100 - TRANSFER OUT	94,699.00	796.11	50,929.77	43,769.23	53.78 %
Fund 119 Total:	94,699.00	796.11	50,929.77	43,769.23	53.78 %
Fund: 121 - LOCAL OPTION SALES TAX FUND					
5900 - COMMUNITY SCHOOLS	994,915.00	89,996.69	681,473.67	313,441.33	68.50 %
Fund 121 Total:	994,915.00	89,996.69	681,473.67	313,441.33	68.50 %
Fund: 122 - HOTEL/MOTEL TAX REVENUE FUND					
4040 - RECREATION	105,000.00	0.00	66,910.85	38,089.15	63.72 %
Fund 122 Total:	105,000.00	0.00	66,910.85	38,089.15	63.72 %
Fund: 128 - ADMINISTRATION TIF					
5020 - ECONOMIC DEVELOPMENT	13,430.00	0.00	0.00	13,430.00	0.00 %
Fund 128 Total:	13,430.00	0.00	0.00	13,430.00	0.00 %
Fund: 138 - HOUSING DONATED FUNDS					
5030 - HOUSING & URBAN RENEWAL	17,371.00	0.00	0.00	17,371.00	0.00 %
Fund 138 Total:	17,371.00	0.00	0.00	17,371.00	0.00 %
Fund: 140 - HOUSING FUND					
5030 - HOUSING & URBAN RENEWAL	111,100.00	12,215.19	50,681.54	60,418.46	45.62 %
Fund 140 Total:	111,100.00	12,215.19	50,681.54	60,418.46	45.62 %
Fund: 167 - LIBRARY MEMORIAL FUND					
4010 - LIBRARY SERVICES	72,650.00	3,565.52	25,166.61	47,483.39	34.64 %
Fund 167 Total:	72,650.00	3,565.52	25,166.61	47,483.39	34.64 %
Fund: 169 - MISCELLANEOUS GIFT FUND					
1010 - POLICE OPERATIONS	0.00	0.00	1,272.24	-1,272.24	
1050 - FIRE DEPARTMENT	0.00	0.00	3,916.95	-3,916.95	
4020 - BAND	0.00	0.00	603.22	-603.22	
4031 - POOL	0.00	0.00	88.79	-88.79	
Fund 169 Total:	0.00	0.00	5,881.20	-5,881.20	
Fund: 172 - WOODEN PLAYGROUND MAINT FUND					
4030 - PARKS	1,639.00	0.00	0.00	1,639.00	0.00 %
Fund 172 Total:	1,639.00	0.00	0.00	1,639.00	0.00 %
Fund: 177 - POLICE FORFEITURE FUND					
1010 - POLICE OPERATIONS	3,500.00	0.00	761.83	2,738.17	21.77 %
Fund 177 Total:	3,500.00	0.00	761.83	2,738.17	21.77 %
Fund: 178 - LIBRARY MAINTENANCE FUND					
4010 - LIBRARY SERVICES	45,500.00	700.86	18,715.40	26,784.60	41.13 %
Fund 178 Total:	45,500.00	700.86	18,715.40	26,784.60	41.13 %
Fund: 179 - FIRE DEPT FEMA GRANT FUND					
1050 - FIRE DEPARTMENT	201,800.00	0.00	0.00	201,800.00	0.00 %
Fund 179 Total:	201,800.00	0.00	0.00	201,800.00	0.00 %
Fund: 180 - MISCELLANEOUS GRANTS FUND					
1010 - POLICE OPERATIONS	0.00	1,642.93	11,742.59	-11,742.59	
1050 - FIRE DEPARTMENT	0.00	0.00	4,000.00	-4,000.00	
4030 - PARKS	0.00	0.00	5,758.00	-5,758.00	
4040 - RECREATION	0.00	250.00	9,741.08	-9,741.08	
Fund 180 Total:	0.00	1,892.93	31,241.67	-31,241.67	
Fund: 181 - BROWNFIELD SITES ASSESSMENT GRANT FUND					
2900 - OTHER PUBLIC WORKS	200,000.00	1,657.25	66,237.91	133,762.09	33.12 %
Fund 181 Total:	200,000.00	1,657.25	66,237.91	133,762.09	33.12 %
Fund: 199 - WFP RISE PAYMENT FUND					
5020 - ECONOMIC DEVELOPMENT	16,214.00	0.00	16,214.00	0.00	
Fund 199 Total:	16,214.00	0.00	16,214.00	0.00	

EXPENSE TRIAL BALANCE

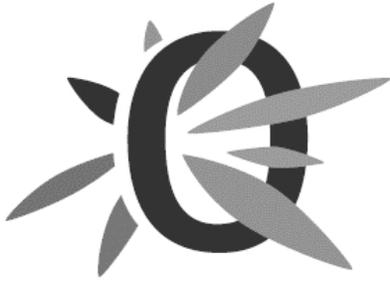
For Fiscal: 2015-2016 Period Ending: 01/31/2016

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 200 - DEBT SERVICE FUND					
7010 - DEBT SERVICE	1,449,427.00	0.00	703,937.37	745,489.63	48.57 %
Fund 200 Total:	1,449,427.00	0.00	703,937.37	745,489.63	48.57 %
Fund: 301 - PARK SHELTER CAPITAL IMPROVEMENT					
4030 - PARKS	840.00	1.94	434.57	405.43	51.73 %
Fund 301 Total:	840.00	1.94	434.57	405.43	51.73 %
Fund: 302 - CITY HALL IMPROVEMENTS					
6050 - CITY HALL & GENERAL BUILDINGS	150.00	0.00	14,880.73	-14,730.73	9,920.49 %
Fund 302 Total:	150.00	0.00	14,880.73	-14,730.73	9,920.49 %
Fund: 304 - FIRE STATION ADDITION AND REMODEL PROJECT					
1050 - FIRE DEPARTMENT	2,979,021.00	95.25	1,520.75	2,977,500.25	0.05 %
Fund 304 Total:	2,979,021.00	95.25	1,520.75	2,977,500.25	0.05 %
Fund: 321 - NE BRIDGE REPLACEMENT PROJECT					
2010 - ROADS, BRIDGES, SIDEWALKS	899,730.00	0.00	0.00	899,730.00	0.00 %
Fund 321 Total:	899,730.00	0.00	0.00	899,730.00	0.00 %
Fund: 322 - BURLINGTON ROAD RECONSTRUCTION FUND					
2010 - ROADS, BRIDGES, SIDEWALKS	23,000.00	0.00	246.89	22,753.11	1.07 %
Fund 322 Total:	23,000.00	0.00	246.89	22,753.11	1.07 %
Fund: 325 - PAVEMENT MANAGEMENT					
2010 - ROADS, BRIDGES, SIDEWALKS	1,013,000.00	28,385.09	2,034,387.44	-1,021,387.44	200.83 %
Fund 325 Total:	1,013,000.00	28,385.09	2,034,387.44	-1,021,387.44	200.83 %
Fund: 326 - SIDEWALK IMPROVEMENTS PROJECT					
2010 - ROADS, BRIDGES, SIDEWALKS	40,000.00	0.00	58,564.20	-18,564.20	146.41 %
Fund 326 Total:	40,000.00	0.00	58,564.20	-18,564.20	146.41 %
Fund: 343 - 2015 GO BOND FUND					
1050 - FIRE DEPARTMENT	3,490,000.00	0.00	3,402,602.98	87,397.02	97.50 %
6900 - OTHER GEN'L GOVT	0.00	0.00	57,176.35	-57,176.35	
7010 - DEBT SERVICE	660,000.00	0.00	667,561.12	-7,561.12	101.15 %
Fund 343 Total:	4,150,000.00	0.00	4,127,340.45	22,659.55	99.45 %
Fund: 600 - WATER O&M FUND					
8000 - WATER PLANT OPERATIONS	546,574.00	126,482.09	258,072.80	288,501.20	47.22 %
8001 - WATER DISTRIBUTION	1,774,215.00	249,543.76	724,703.77	1,049,511.23	40.85 %
8006 - WATER OFFICE	736,998.00	143,616.58	307,681.64	429,316.36	41.75 %
8009 - WASTE WATER OPERATIONS - TREATMENT	0.00	45,051.03	48,077.18	-48,077.18	
8010 - WASTE WATER OPERATIONS - COLLECTION	0.00	18,883.05	18,883.05	-18,883.05	
Fund 600 Total:	3,057,787.00	583,576.51	1,357,418.44	1,700,368.56	44.39 %
Fund: 603 - WATER SINKING FUND					
8001 - WATER DISTRIBUTION	418,738.00	73,725.00	73,725.00	345,013.00	17.61 %
Fund 603 Total:	418,738.00	73,725.00	73,725.00	345,013.00	17.61 %
Fund: 604 - WATER RESERVE FUND					
8001 - WATER DISTRIBUTION	100,000.00	14,929.07	31,165.39	68,834.61	31.17 %
Fund 604 Total:	100,000.00	14,929.07	31,165.39	68,834.61	31.17 %
Fund: 610 - SANITARY SEWER O&M FUND					
8015 - SANITARY SEWER-TREATMENT	1,272,373.00	74,073.24	665,794.50	606,578.50	52.33 %
8016 - SANITARY SEWER-COLLECTION	793,734.00	15,478.87	263,183.46	530,550.54	33.16 %
Fund 610 Total:	2,066,107.00	89,552.11	928,977.96	1,137,129.04	44.96 %
Fund: 611 - SANITARY SEWER REVENUE FUND					
8015 - SANITARY SEWER-TREATMENT	2,510,011.00	143,212.86	1,270,544.85	1,239,466.15	50.62 %
Fund 611 Total:	2,510,011.00	143,212.86	1,270,544.85	1,239,466.15	50.62 %
Fund: 612 - SANITARY SEWER SINKING FUND					
8015 - SANITARY SEWER-TREATMENT	432,504.00	0.00	21,533.75	410,970.25	4.98 %
Fund 612 Total:	432,504.00	0.00	21,533.75	410,970.25	4.98 %
Fund: 660 - AIRPORT FUND					
8035 - AIRPORT	218,340.00	32,291.83	100,290.80	118,049.20	45.93 %

EXPENSE TRIAL BALANCE

For Fiscal: 2015-2016 Period Ending: 01/31/2016

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 660 - AIRPORT FUND					
8035 - AIRPORT	50,000.00	0.00	245,518.51	-195,518.51	491.04 %
Fund 660 Total:	218,340.00	32,291.83	100,290.80	118,049.20	45.93 %
Fund: 661 - AIRPORT PAVEMENT REHABILITATION PROJECT					
8035 - AIRPORT	50,000.00	0.00	245,518.51	-195,518.51	491.04 %
Fund 661 Total:	50,000.00	0.00	245,518.51	-195,518.51	491.04 %
Fund: 740 - STORM WATER UTILITY FUND					
8065 - STORM WATER	531,974.00	5,247.30	182,743.36	349,230.64	34.35 %
Fund 740 Total:	531,974.00	5,247.30	182,743.36	349,230.64	34.35 %
Fund: 750 - EDMUNDSON GOLF COURSE FUND					
8070 - GOLF GREENS MAINTENANCE	3,000.00	0.00	1,674.15	1,325.85	55.81 %
8071 - GOLF PRO SHOP	20,024.00	0.00	4,305.72	15,718.28	21.50 %
Fund 750 Total:	23,024.00	0.00	5,979.87	17,044.13	25.97 %
Fund: 760 - RACI MAIN STREET LOAN FUND					
8060 - HOUSING & URBAN RENEWAL	10,682.00	0.00	0.00	10,682.00	0.00 %
Fund 760 Total:	10,682.00	0.00	0.00	10,682.00	0.00 %
Fund: 810 - COPIER/FAX REVOLVING FUND					
9310 - COPIER REVOLVING	0.00	427.14	3,626.57	-3,626.57	
Fund 810 Total:	0.00	427.14	3,626.57	-3,626.57	
Fund: 820 - EMPLOYEE HEALTH SELF-INSURANCE					
9320 - EMPLOYEE HEALTH SELF-INSURANCE	0.00	92,790.33	541,283.86	-541,283.86	
Fund 820 Total:	0.00	92,790.33	541,283.86	-541,283.86	
Fund: 830 - EMPLOYEE FLEX PLAN FUND					
9330 - EMPLOYEE FLEX PLAN	0.00	2,081.97	26,980.84	-26,980.84	
Fund 830 Total:	0.00	2,081.97	26,980.84	-26,980.84	
Report Total:	30,796,454.00	1,741,241.51	18,257,368.72	12,539,085.28	59.28 %



City Council Communication

Meeting Date: February 16, 2016

Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider approval of a renewal application for a Class C Liquor License (LC) with Sunday Sales from The KlubHouse LLC, 607 High Avenue West.

Explanation:

The application is complete and in order for approval.

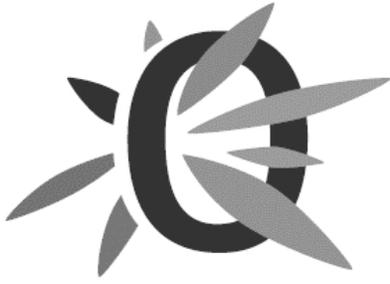
Staff recommends approval.

Budget Consideration:

\$845 revenue to the General Fund

Attachments:

None



City Council Communication

Meeting Date: February 16, 2016

Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider approval of an application for a 5 day Class A Liquor License (Private Club) from Mahaska County Pheasants dba Mahaska County Pheasants Forever Banquet 2016 effective April 2, 2016 at the Penn Central Mall.

Explanation:

The application is complete and in order for approval.

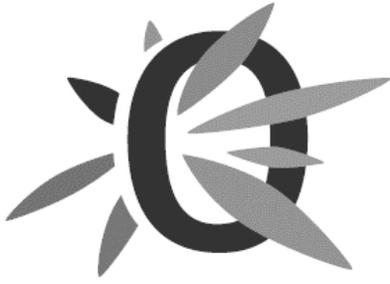
Staff recommends approval.

Budget Consideration:

\$65 revenue to the General Fund

Attachments:

None



City Council Communication
Meeting Date: February 16, 2016
Requested By: Mayor & City Council

Item Title: CONSENT AGENDA

Consider appointments to the Oskaloosa Municipal Housing Agency.

Explanation:

The terms of Matt Montavon, Jenifer Rice and Michael Collins on the Oskaloosa Municipal Housing Agency expire February 29, 2016. They are all willing to accept reappointment. No other applications have been received. Appointments to the Municipal Housing Agency are made by Mayor with City Council approval. Terms are for two years. The agency typically meets quarterly. Currently two males and two females serve with one vacancy.

Budget Consideration:

Not applicable.

Attachments:

Applications from Matt Montavon, Jenifer Rice, and Michael Collins

Application for Board or Commission

According to Oskaloosa Charter Article V Section 5.1,
All members of boards, commissions and
committees shall be registered voters of the City of
Oskaloosa except rural members of the Library
Board. Are you a registered voter?

Yes

No

*
Board or commission applying for (choose one from
list):*

Municipal Housing Agency

Board or commission not listed above:

Name of applicant:*

Address of Applicant*

Phone number (day)*

Phone number (evening)

Email address:*

Would you like to be interviewed for this position?*

Yes

No

Why are you interested in this position?*

Your experience that would be beneficial to the board
or commission:*

Other civic experience:

* indicates required fields.

Application for Board or Commission

According to Oskaloosa Charter Article V Section 5.1,
All members of boards, commissions and
committees shall be registered voters of the City of
Oskaloosa except rural members of the Library
Board. Are you a registered voter?
*

Yes

No

Board or commission applying for (choose one from
list):*

Municipal Housing Agency

Board or commission not listed above:

Name of applicant:*

Address of Applicant*

Phone number (day)*

Phone number (evening)

Email address:*

Would you like to be interviewed for this position?*

Yes

No

Why are you interested in this position?*

Your experience that would be beneficial to the board
or commission:*

Other civic experience:

* indicates required fields.

Application for Board or Commission

According to Oskaloosa Charter Article V Section 5.1, All members of boards, commissions and committees shall be registered voters of the City of Oskaloosa except rural members of the Library Board. Are you a registered voter?
*

Yes

No

Board or commission applying for (choose one from list):*

Municipal Housing Agency

Board or commission not listed above:

Name of applicant:*

Address of Applicant*

Phone number (day)*

Phone number (evening)

Email address:*

Would you like to be interviewed for this position?*

Yes

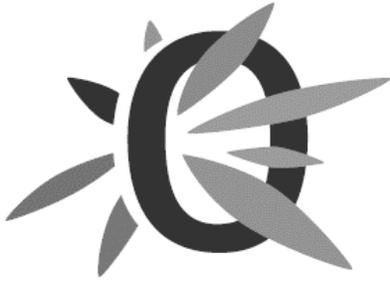
No

Why are you interested in this position?*

Your experience that would be beneficial to the board or commission:*

Other civic experience:

* indicates required fields.



City Council Communication
Meeting Date: February 16, 2016
Requested By: Mayor & City Council

Item Title: CONSENT AGENDA

Consider appointment to the Board of Adjustment.

Explanation:

There is a vacancy on the Board of Adjustment for a term that expires December 31, 2020. An application has been received from Tim Hudson. This is a five member board that meets as needed. No other applications have been received. Appointments to the Board of Adjustment are made by the City Council. Terms are for five years. Currently four males serve with one vacancy.

Budget Consideration:

Not applicable.

Attachments:

Application from Tim Hudson.

Application for Board or Commission

According to Oskaloosa Charter Article V Section 5.1,
All members of boards, commissions and
committees shall be registered voters of the City of
Oskaloosa except rural members of the Library
Board. Are you a registered voter?
*

Yes

No

Board or commission applying for (choose one from
list):*

Board of Adjustment

Board or commission not listed above:

Name of applicant:*

Address of Applicant*

Phone number (day)*

Phone number (evening)

Email address:*

Would you like to be interviewed for this position?*

Yes

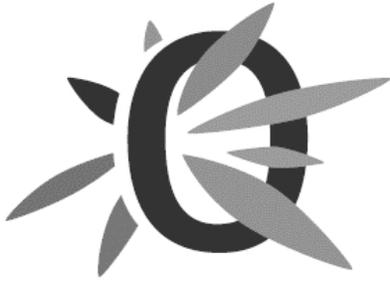
No

Why are you interested in this position?*

Your experience that would be beneficial to the board
or commission:*

Other civic experience:

* indicates required fields.



City Council Communication
Meeting Date: February 16, 2016

Item Title: REGULAR AGENDA

Explanation:

The following agenda items require specific action by the City Council.

Budget Consideration:

Not applicable.

Attachments:

None.



City Council Communication

Meeting Date: February 16, 2016

Requested By: Public Works Department

Item Title: PUBLIC HEARING

Consider an ordinance amending the zoning ordinance of the City of Oskaloosa, Iowa, by rezoning the properties located at 416 North 11th Street, 1201 C Avenue East, and 1265 C Avenue East from Single Family Residential (R-1) District to Multiple Family Residential (R-3) District – 1st Reading. (Public Hearing)

Explanation:

Mahaska Health Partnership (Mahaska County Hospital) has submitted a re-zoning request for the properties located at 416 North 11th Street (0.17 acres), 1201 C Avenue East (0.49 acres), and 1265 C Avenue East (0.55 acres). The total area of these parcels is 1.21 acres. Currently, these properties are zoned R-1 (Single Family Residential District), while the other properties in the area owned by Mahaska Health Partnership, including the hospital, are zoned R-3 (Multiple Family Residential District).

The reason for this re-zoning request is that Mahaska Health Partnership would like to have consistent zoning across all of their properties for possible future developments and to install new signage. According to Table 17.08B, Permitted Uses by Zoning Districts in the Oskaloosa Municipal Code, health care uses are not permitted within an R-1 district, but are permitted within an R-3 district. In addition, hospitals are not permitted within an R-1 district, but are conditionally permitted in an R-3 district.

In regard to sign regulations, both R-1 and R-3 districts have a maximum sign size of 32 square feet for civic uses, which includes hospitals and health care, maximum height of 10 feet, and side yard setback of 10 feet. The front yard setback is not the same, with 5 feet in an R-1 district and 10 feet in an R-3 district. A separate sign for the Hospital cannot be permitted in any of the above mentioned properties at 416 North 11th Street, 1201 C Avenue East, and 1265 C Avenue East. However, in order for any future signs to be approved on any of the above mentioned parcels, all hospital-owned properties will need to be combined into one parcel. Without the re-zoning of these properties, the combined parcels would have two different zoning districts. Therefore, the applicant is requesting to re-zone these properties to an R-3 district that will allow for possible future hospital improvement projects and consistency in parcel zoning and sign regulations.

The Planning & Zoning Commission considered this item at their January 11, 2016 meeting

and recommended by a vote of 4 to 2 that the City Council approve the request to re-zone the above mentioned parcels from an R-1 district to an R-3 district.

Recommended Action:

Open public hearing, receive comments, close the public hearing, and consider the Planning and Zoning Commission's recommendation.

Budget Consideration:

Revenue of \$250.00 for the rezoning application fee.

Attachments:

Ordinance, Location Map, Rezone Application Form, and Correspondence from the public.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF OSKALOOSA, IOWA BY CHANGING THE ZONING OF CERTAIN PROPERTIES LOCATED AT 416 NORTH 11TH STREET, 1201 C AVENUE EAST, AND 1265 C AVENUE EAST FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENTIAL DISTRICT.

BE IT ENACTED by the City Council of the City of Oskaloosa, Iowa:

SECTION 1. The purpose of this ordinance is to change the zoning of the following described land parcels located at 416 North 11th Street, 1201 C Avenue East, and 1265 C Avenue East from R-1, Single Family Residential District, to R-3, Multiple Family Residential District, legally described as follows:

416 North 11th Street:

The North half of Lot 1 of Lot A subdivision of Lot 1 of the NW ¼ of the SE ¼ of Section 18, Township 75 North, Range 15 West in the City of Oskaloosa, Mahaska County, Iowa.

1201 C Avenue East:

Lot 6, Lot 7, Lot 5 except the North 3 feet of Lot 5, the West 6 feet of Lot 8, and the West 6 feet of Lot C of the subdivision of Lot 2 of the NW ¼ of the SE ¼ of Section 18, Township 75 North, Range 15 West in the City of Oskaloosa, Mahaska County, Iowa.

1265 C Avenue East:

Lot 7 except the North 271 feet of Lot 7 of the NW ¼ of the SE ¼ of Section 18, Township 75 North, Range 15 West in the City of Oskaloosa, Mahaska County, Iowa.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. 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 or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication by law.

Passed by the Council the ____ day of _____ 2016, and approved this ____ day of _____ 2016.

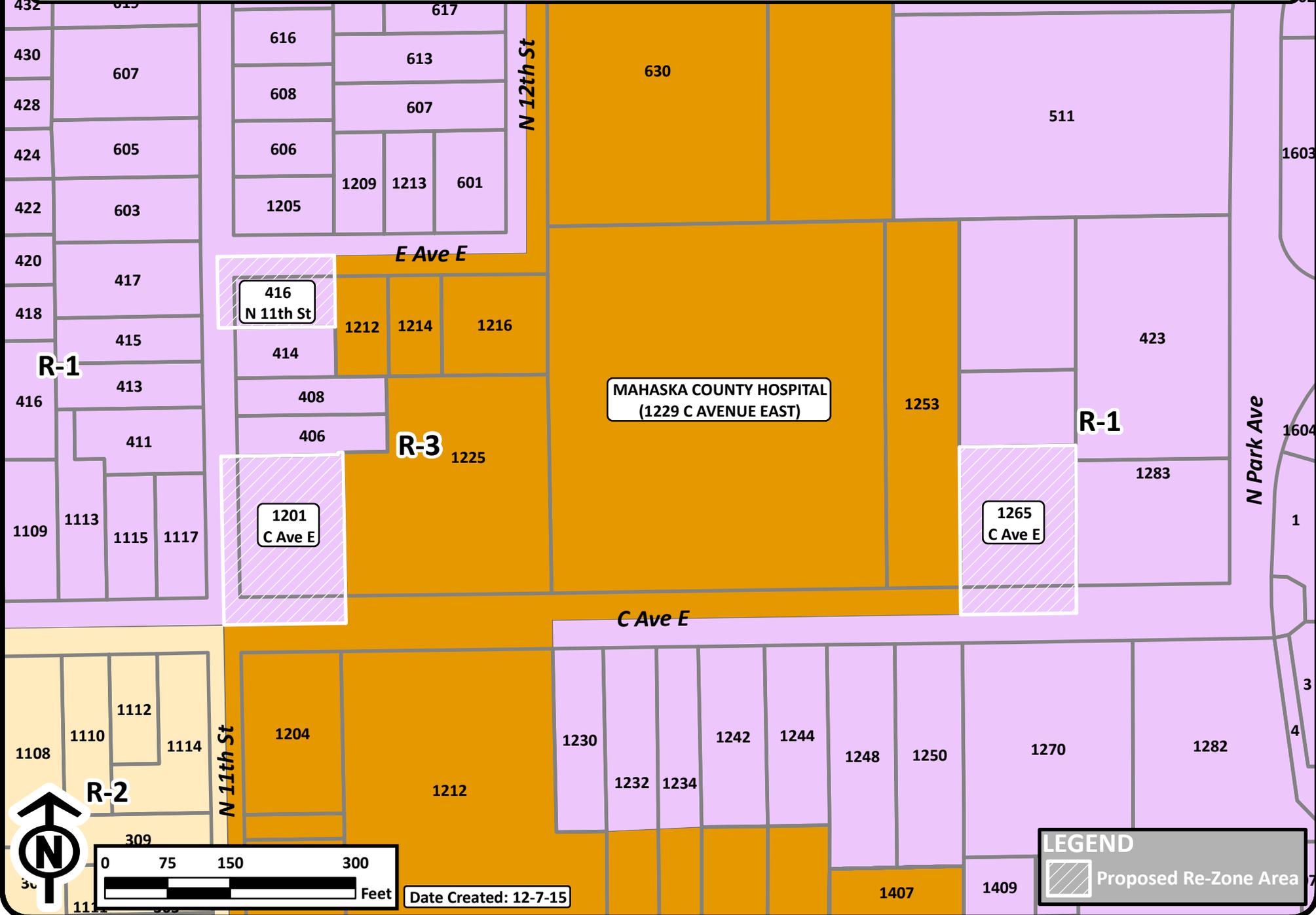
David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____
day of _____ 2016.

Signed _____

Proposed Re-Zone of 416 North 11th Street, 1201 C Avenue East, & 1265 C Avenue East from R-1 (Urban Family Residential) to R-3 (Multiple Family Residential)



REZONING APPLICATION

APPLICANT NAME: Mahaska Health Partnership

APPLICANT ADDRESS: 1229 C Avenue East, Ostkaosa, IA 52577

OWNER NAME: Mahaska Health Partnership

ADDRESS OF PROPERTY: 1201 C Avenue East, Ostkaosa, IA 52577

LEGAL DESCRIPTION: Lot Five except a strip of ground three feet unequal width off from the entire North side hereof, Lots Six and Seven, the West six feet of Lot Eight and the West six feet of Lot "C", all of the subdivision of Lot Two of the Irregular Survey of the Northwest Quarter of the Southeast Quarter of Section Eighteen, Township Seventy-five, Range Fifteen.
REQUEST REZONING FROM R-1
TO R-3

REASON FOR REZONING APPLICATION AND THE NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: Ideally we want to rezone all of our property to have a consistent R3 zone so we can combine our parcels and have ease with any future changes. We also want to have consistent signage restrictions comparable. Parking in our West lot is limited, so we look for future expansion of parking using our 20 year plan as a guide.

NOTE: ANY GRAPHIC INFORMATION, INCLUDING SITE PLANS, ELEVATIONS, OTHER DRAWINGS, OR OTHER MATERIALS DETERMINED BY ZONING ADMINISTRATOR TO BE NECESSARY TO DESCRIBE THE PROPOSED USE TO THE PLANNING AND ZONING COMMISSION AND/OR THE CITY COUNCIL WILL BE INCLUDED WITH THIS APPLICATION.

PLEASE SUBMIT THE \$250.00 APPLICATION FEE WITH THIS REQUEST.


SIGNATURE OF OWNER

DATE: 11-25-15

REZONING APPLICATION

APPLICANT NAME: Mahaska Health Partnership

APPLICANT ADDRESS: 1229 C Avenue East, Okmoussa, IA 52577

OWNER NAME: Mahaska Health Partnership

ADDRESS OF PROPERTY: 1265 C Avenue East

LEGAL DESCRIPTION: Lot 7 of the Irregular Survey and Subdivision of the Northwest Quarter of the Southeast Quarter of Section 18, Township 75, Range 15, except a strip of ground 271 feet in equal width off from the entire north end thereof.

REQUEST REZONING FROM R-1
TO R-3

REASON FOR REZONING APPLICATION AND THE NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: Ideally we want to rezone all of our property to have a consistent R-3 zone so we can combine our parcels and have ease with any future changes. We also want to have consistent signage restrictions campus wide. As defined by our 20 year plan, the proposed use for this land would not change.

NOTE: ANY GRAPHIC INFORMATION, INCLUDING SITE PLANS, ELEVATIONS, OTHER DRAWINGS, OR OTHER MATERIALS DETERMINED BY ZONING ADMINISTRATOR TO BE NECESSARY TO DESCRIBE THE PROPOSED USE TO THE PLANNING AND ZONING COMMISSION AND/OR THE CITY COUNCIL WILL BE INCLUDED WITH THIS APPLICATION.

PLEASE SUBMIT THE \$250.00 APPLICATION FEE WITH THIS REQUEST.


SIGNATURE OF OWNER

DATE: 11-25-15

REZONING APPLICATION

APPLICANT NAME: Abnaska Health Partnership

APPLICANT ADDRESS: 1229 C Avenue East, Oskaloosa, IA 52577

OWNER NAME: Abnaska Health Partnership

ADDRESS OF PROPERTY: 416 North 11th Street, Oskaloosa, IA 52577

LEGAL DESCRIPTION: The North Half of lot One of the Subdivision of Lot "A" of the Subdivision of Lot One of the Northwest Quarter of the Southeast Quarter of Section Eighteen, Township Seventy-five, Range Fifteen, as shown by Plat recorded in Book 8, page 99, Mahaska County Records.

REQUEST REZONING FROM R-1
TO R-3

REASON FOR REZONING APPLICATION AND THE NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE:

Ideally we want to rezone all of our property to have a consistent R3 zone so we can combine our parcels and have ease with any future changes. We also want to have consistent signage restrictions comparable. The proposed use for this land will remain in its current state with the addition of a wayfinding sign.

NOTE: ANY GRAPHIC INFORMATION, INCLUDING SITE PLANS, ELEVATIONS, OTHER DRAWINGS, OR OTHER MATERIALS DETERMINED BY ZONING ADMINISTRATOR TO BE NECESSARY TO DESCRIBE THE PROPOSED USE TO THE PLANNING AND ZONING COMMISSION AND/OR THE CITY COUNCIL WILL BE INCLUDED WITH THIS APPLICATION.

PLEASE SUBMIT THE \$250.00 APPLICATION FEE WITH THIS REQUEST.

 CEO
SIGNATURE OF OWNER

DATE: 11-25-15

Petition

RECEIVED

Vote "NO"

JAN 06 2016

For the application to rezone the property at:
1201 C Ave & 416 N 11 St, Oskaloosa 52577

CITY CLERK OF OSKALOOSA

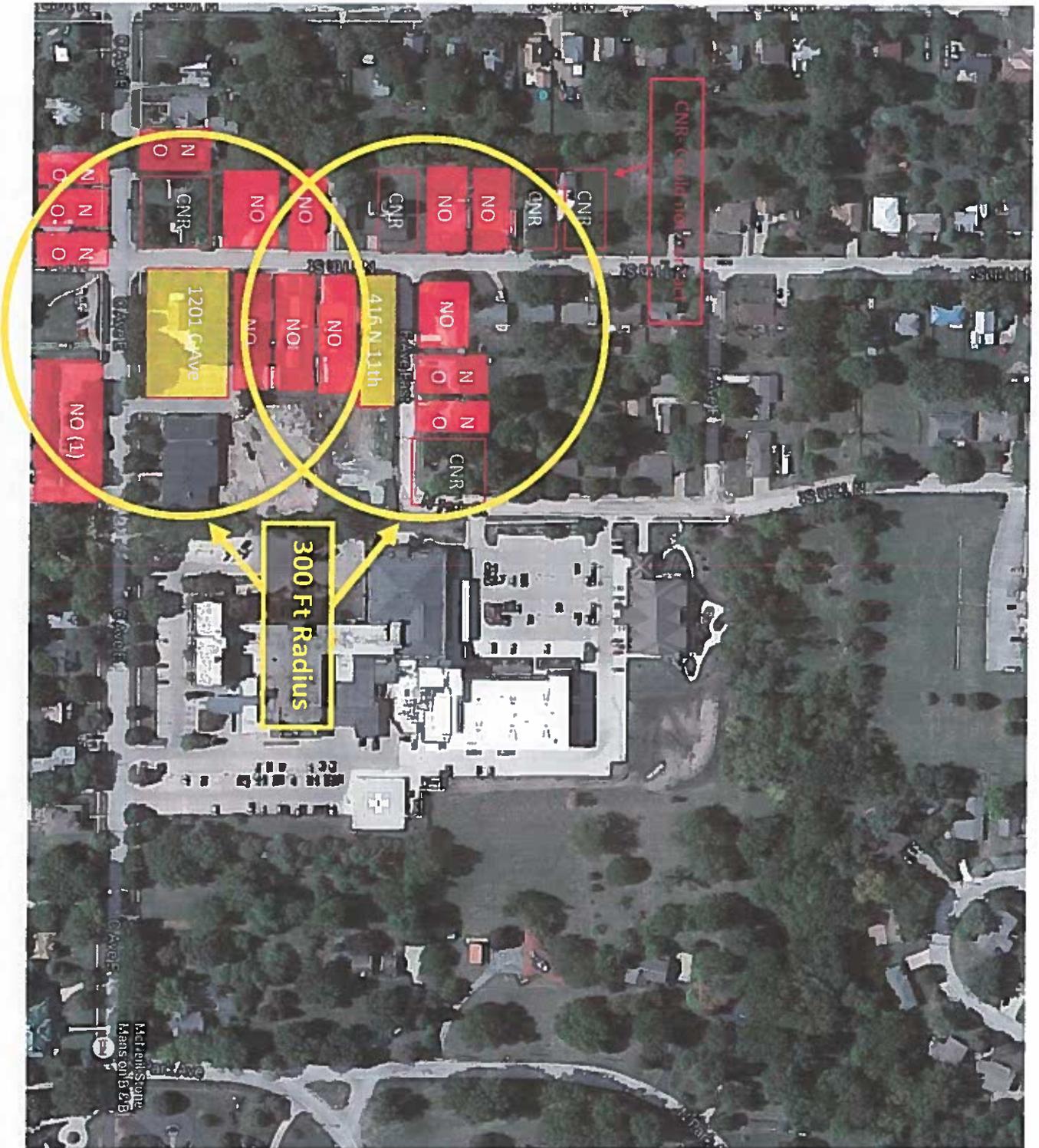
We the undersigned:

1. Oppose the proposed rezoning of 1201 C Ave & 416 N 11 St from its current R1 Status
2. Recommend the application be voted down by voting "NO"

10/12/2015

	NAME (Please Print)	ADDRESS	SIGNATURE	DATE
1	Digna Shadlock	1205 E Ave East - Oskaloosa	Digna Shadlock	12/28/15
2	Ken Leroy Shadlock	" "	Ken Leroy Shadlock	12/28/15
3	Betty Russell	1213 E. Ave East	Betty Russell	12/28
4	Janet VanDerBeek	603 N. 11th	Janet VanDerBeek	12/29/15
5	Jeff VanDerBeek	603 N. 11th St	Jeff VanDerBeek	12/29/15
6	Mark Flayle	605 N. 11th St	Mark Flayle	12/29/15
7	Dawn Flayle	605 N 11th Street	Dawn Flayle	12/29/15
8	Chris Menningse	411 N 11th	Chris Menningse	12/29/15
9	Amanda O'Gorman	411 N 11th	Amanda O'Gorman	12/29/15
10	Shari Wolven	413 N. 11th	Shari Wolven	12/30/15
11	JP Wolven	413 N. 11th	JP Wolven	12/30/15
12	Jill Abernathy	1209 E Ave East	Jill Abernathy	12/30/15
13	Dawn Shively	714 North 11th St	Dawn Shively	12-30-15
14	Molly Steiner	1115 C Ave E	Molly Steiner	12-31-15
15	Mike Steiner	1115 C Ave E	Mike Steiner	12/31/15
16	Thomas Short	1212 C Ave E APT 16	Thomas Short	12/31/15
17	Shad Baltimore	1110 C Ave East	Shad Baltimore	12-31-15
18	Tim Bloodworth	1114 C Ave E	Tim Bloodworth	12-31-15
19	Mark McVigall	1112 C Ave East	Mark McVigall	12/31/15
20	Randal G. Wolfe	406 N 11th Street	Randal G. Wolfe	1/4/16
21	Sharon Shaulis	408 N. 11th St	Sharon Shaulis	1/4/16
22	Victoria S. Wolfe	406 North 11th St.	Victoria S. Wolfe	1/4/16
23				
24				
25				

Graphical Map of the signatures from the "Undersigned" who stand "Opposed"



Date: January 4, 2016
To: Members of City Council and Planning & Zoning
From: Randy and Vickie Wolfe
406 North 11th Street

We are writing concerning the request by MHP to rezone properties at: 1201 C Ave. East, 1265 C Ave. East and 416 North 11th Street. We ask that you vote NO to this rezoning. MHP is asking that these properties be rezoned as a matter of convenience so all of their properties will be zoned the same. Jay Christensen has told us several times that they have no immediate plans for the properties and that he would never see the development during his time left at the Hospital. He has also talked about a 20 year plan.

If they have no immediate plans then what is the purpose of rezoning? Where is this 20 year plan? We believe they are attempting to quietly get the properties rezoned leaving them free to develop the properties in whatever manner they choose. They are asking for rezoning during the holidays when neighbors are busy with family, other neighbors are gone for the winter, having meetings at 4:30 in the afternoon when our neighbors are at work and when we are losing one of our supporters from City Council. It is our understanding from the City Code that these applications cost \$250.00 each and that they are good for two years. Are we reading the code correctly? Obviously they have a plan or they would not apply at this time.

MHP knew at the time they were purchasing property that was residential not R-3. They are in the middle of a residential area and are continually trying to further invade our neighborhood. When we purchased our home 33 years ago there was a nice hospital and a privately owned medical clinic in our back yard. Neighbors also purchased here because it was a nice quiet neighborhood and a nice area of town. We have stated from the beginning we were concerned the hospital would try and take our home. If this rezoning passes you will be giving them more power to take our home. We have been told by City Council that they do not approve of using eminent domain. If the property around us is changed to R-3 we feel we are at greater risk and so are several of our neighbors. We don't believe anyone, if put in our place, would want these things happening in their neighborhood. Our quiet neighborhood is now surrounded by parking lots and a lot of extra traffic. Where does this stop?

The hospital wants our property. They see our house as land that they could use to expand. It is our home. They never showed an interest in our back lot or property until after we built a 2 ½ car garage, painted the house and added a new roof. Why bother to improve our property if someone is going to try and take it from us. If we did decide at some point to sell we would have difficulty because no one would want to be surrounded by parking, traffic and whatever else is included in this 20 year plan. If we do not want to sell they will continue by getting land rezoned, purchasing more property, etc. until they are the only ones that would possibly purchase our home. How is that right or fair?

If they are allowed to build a parking lot on the property at 1201 C Ave. East, we will not get any sleep during the winter. The snow removal vehicles work all night with a constant beeping. The sound is loud enough to keep us awake now and the parking is along our back lot. We can only imagine having the noise directly under our bedroom windows. We have already had to begin closing curtains because we are out in the open with the house gone. The extra lighting and traffic would make sleeping difficult if not impossible

We feel that by approving this rezoning you are putting our neighborhood at risk. We are concerned that the hospital is making plans for our properties and they are going to continue to push, build, surround or whatever is necessary to get us to finally give up and sell. Jay has misled us several times and we feel that is what is continuing to happen. We feel that getting the properties rezoned is not about convenience but about control of those properties so the hospital can develop them and we, the neighbors, will have no voice. We do not want to be surrounded by large structures, parking lots, lights, traffic and noise that come with the development. We should have a voice. It is our neighborhood. It is a residential area and we request it remain the same.

We need your help. Please vote NO on the rezoning of all three properties. Please do not give them the power to destroy our neighborhood.

Sincerely,
Randy and Vickie Wolfe
406 North 11th Street

Vote "NO"
for rezoning
1265 C Ave E

RECEIVED

JAN 06 2016

CITY CLERK OF OSKALOOSA

9:58am *[Signature]*

TABLE OF CONTENTS

LETTER BY JASON VAN ZETTEN	2
MAP OVER-LAY	3
MAP OVER-ALL (NO OVERLAY)	4
PETITIONS	5-7
GRAPHICAL MAP OF SIGNATURES	8
NEGATIVE EFFECT OF HOSPITAL BY APPRASER	9
NAR RESEARCH- IMPACT OF CASINO'S ON HOME PRICES	10
SUPER MAJORITY REQUIREMENT 414.5	11-12

Date: 12-23-15
To: Members of Council and P&Z,
From: Jason Van Zetten
423 N Park, Oskaloosa IA,52577

Request

This letter is in reference to the hospital rezoning of R1 to R3 at 1265 C Ave E. I am writing to inform you I formally oppose this action and am asking you to vote it down.

A brief history

This property was built in 1948 by my grandparents John & Marion Van Zetten (*founder of Oskaloosa Food Products*) who raised their children Blair and Cheryl Van Zetten there. Just to the north sits the "Jack Lamberson House" built in 1948 by Frank Lloyd Wright. The current owner Peter Maunu and his wife have reinvested in this property to bring it back to the exact spec's Frank Lloyd Wright intended. This was done based off of the original correspondence between Jack Lamberson and Frank Lloyd Wright it's a great story of historical investment. To the south sits a home built in 1930 currently owned by Glenn and Kelli Breuklander. This house was chronicled in Jean Saxton's book "Moving right Along" published in 1997. It records her 10 ½ years there in the early-sixty's and talks about the surrounding houses, neighborhood, and daily life of Oskaloosa on C Ave & Park. South of Glen and Kelli's house sits the McNeil Stone Mansion built in 1907 which was also heavily remodeled. It goes without saying the homes and neighborhood have been well historically documented, written about, and most importantly heavily reinvested in by their current owners.

Currently

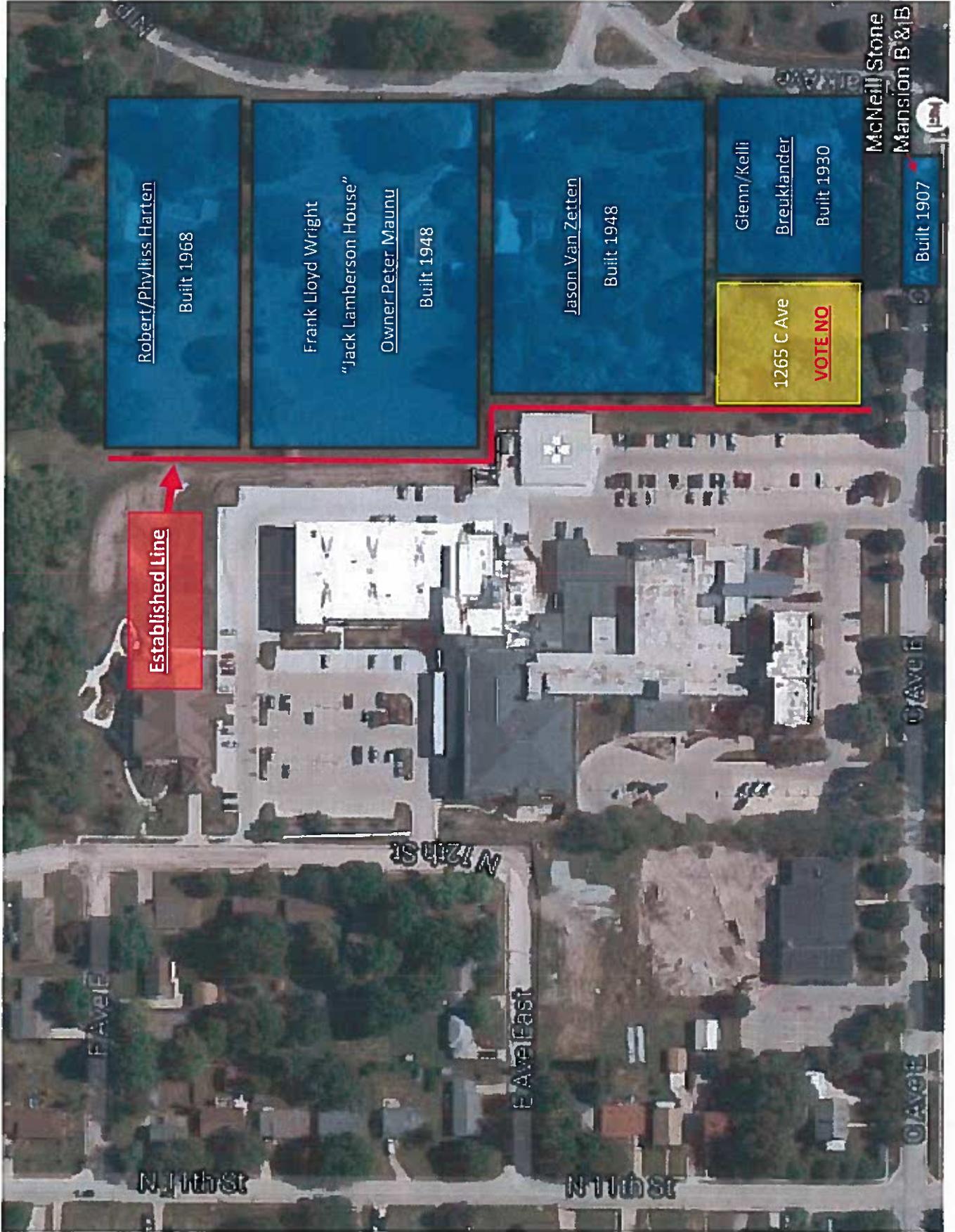
On Aug 21, 2015 I moved into the home my grandparents built at 423 N Park. I started remodeling this house on Feb 2, 2014 with a team of contractors. The remodel took almost a year and a half to complete and was taken all the way back to the studs with historical integrity in mind. At the time there was a well established property line stretching north and south from C Ave to 511 N Park. This line was also chronicled in Chapter 4 of Jean Saxton's book as far back as 1963.

At Issue

The central core issue is the changing of zoning plans meant to protect private property rights and land values. As you know the city has a zoning plan that was last adopted in 2000. I would argue that based off this current plan "As Is" it has been successful for C Ave and Park. The millions of dollars reinvested in the 4 properties aforementioned in "my brief history" was done after the current adopted plan approximately in the last 10-15 years. This plan has limited the hospital expansions protecting residents from either living in a parking lot or being "built in" by a several story structure. This protection and trust in the zoning plan resulted in owners heavily reinvesting into their historical neighborhood to bring back homes that are 60-108 years old. I highly doubt these investments would have been made without the current zoning protection.

Conclusion & Understanding

I believe the neighborhood and myself understand the growth of the hospital and have been willing to make concessions. We tolerate helicopters coming and going, the large multi-story structure, the night lights, the smokers who line the street, the sirens coming and going, and the ongoing ambient humming sounds the facility needs to stay running. At some point it has to stop and I am asking you to "Hold the Line." There has been a clear line established running north and south. Past that line many of us have made significant investments into our properties with the trust the current zoning plan will be honored and protected by our elected officials. If they are not why would anyone invest knowing that tomorrow might bring the next "Big" entity in that may destroy home values, a historical neighborhood, or the overall degradation of a property? I ask you to limit the encroaching hospital expansion by honoring the current plan in which we invested in and "Hold the Line" with us and our chronicled historical neighborhood.



Established Line

Robert/Phylliss Harten
Built 1968

Frank Lloyd Wright
"Jack Lamberson House"
Owner Peter Maunu
Built 1948

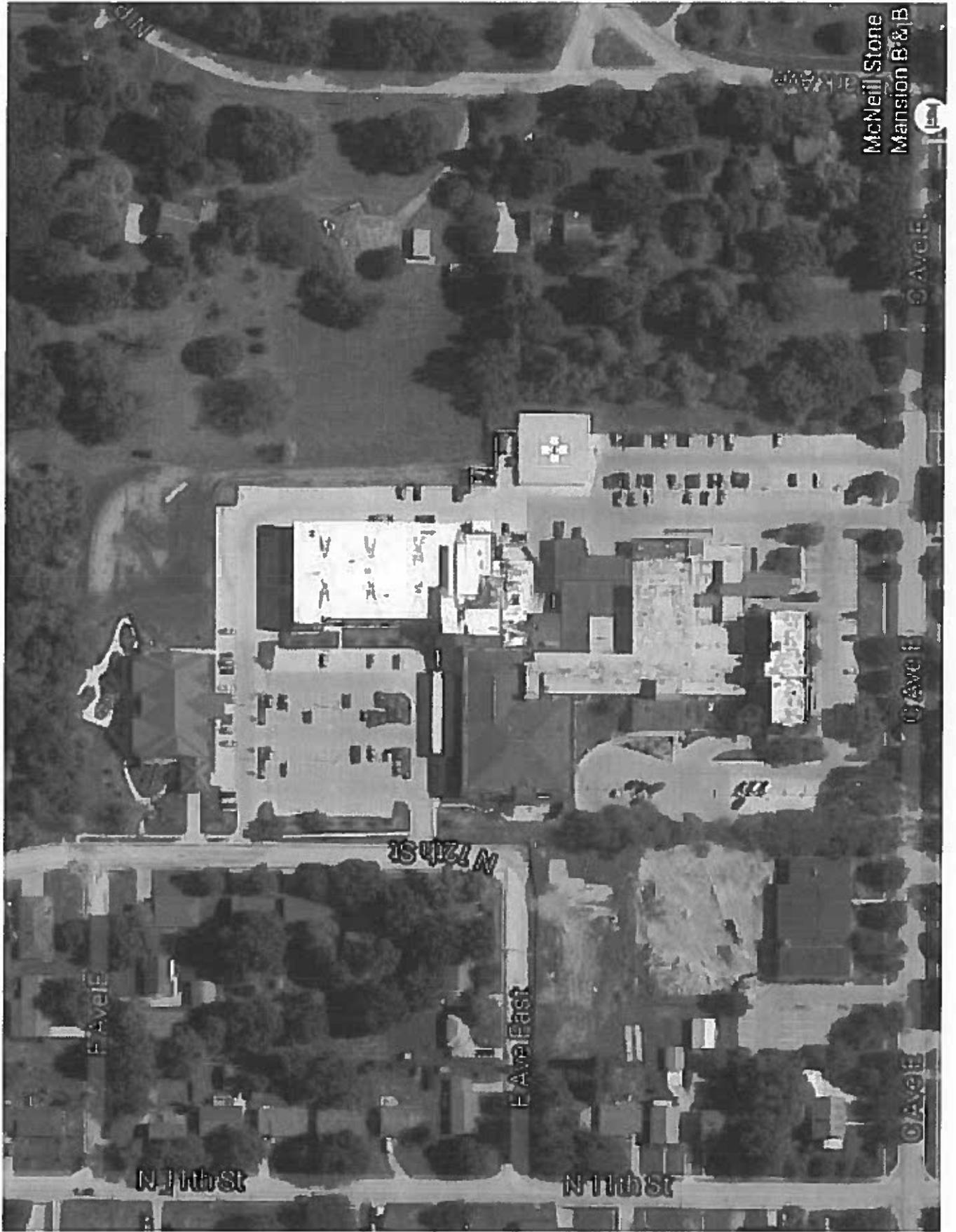
Jason Van Zetten
Built 1948

1265 C Ave
VOTENO

Glenn/Kelli
Breuklander
Built 1930

Built 1907

McNeill Stone
Mansion B&B



McNeill Stone
Mansion B & B

Petition

Vote "NO"

For the application to rezone the property at:
1265 C Ave, Oskaloosa 52577

We the undersigned:

1. Oppose the proposed rezoning of 1265 C Ave from its current R1 Status
2. Recommend the application be voted down by voting "NO"

	NAME (Please Print)	ADDRESS	SIGNATURE	DATE
1	Jason Van Zetten	423 N Park, Oskaloosa, IA		12-28-15
2	Nku Rusted	1234 C Ave Oskaloosa		12-28-15
3	Marijorie Tackman	1242 C Ave East Oskaloosa		12-28-15
4	Joel Wynes	1250 C Ave E.		12-28-15
5	Irina Dykstra	1270 C Ave E		12-28-15
6	Brenda Breuklander	1283 C Ave East		12/29/15
7	Kelli Breuklander	1283 C Ave East		12-29-15
8	Melissa Breuklander	1283 C Ave East		12-29-15
9	Virginia Walker	1282 C Ave East		12/29/15
10	Gary L Walker	1282 C Ave East		12/29/15
11	Tina	1230 C Ave East		1/2/16
12	Melissa Breuklander	423 North Park Ave		1-3-16
13	Waylon Williams	1248 C Ave East		1-5-16
14	Kelly	1248 C Ave East		1-5-16
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Petition

Vote "NO"

For the application to rezone the property at:
1265 C Ave, Oskaloosa 52577

We the undersigned:

- 1. Oppose the proposed rezoning of 1265 C Ave from its current R1 Status**
- 2. Recommend the application be voted down by voting "NO"**

	NAME (Please Print)	ADDRESS	SIGNATURE	DATE
1	J. Robert Harten	1601 North Park Avenue	<i>J Robert Harten</i>	12/29/15
2	Phyllis S. Harten	1601 North Park Avenue	<i>Phyllis S Harten</i>	12/29/15
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Petition

Vote "NO"

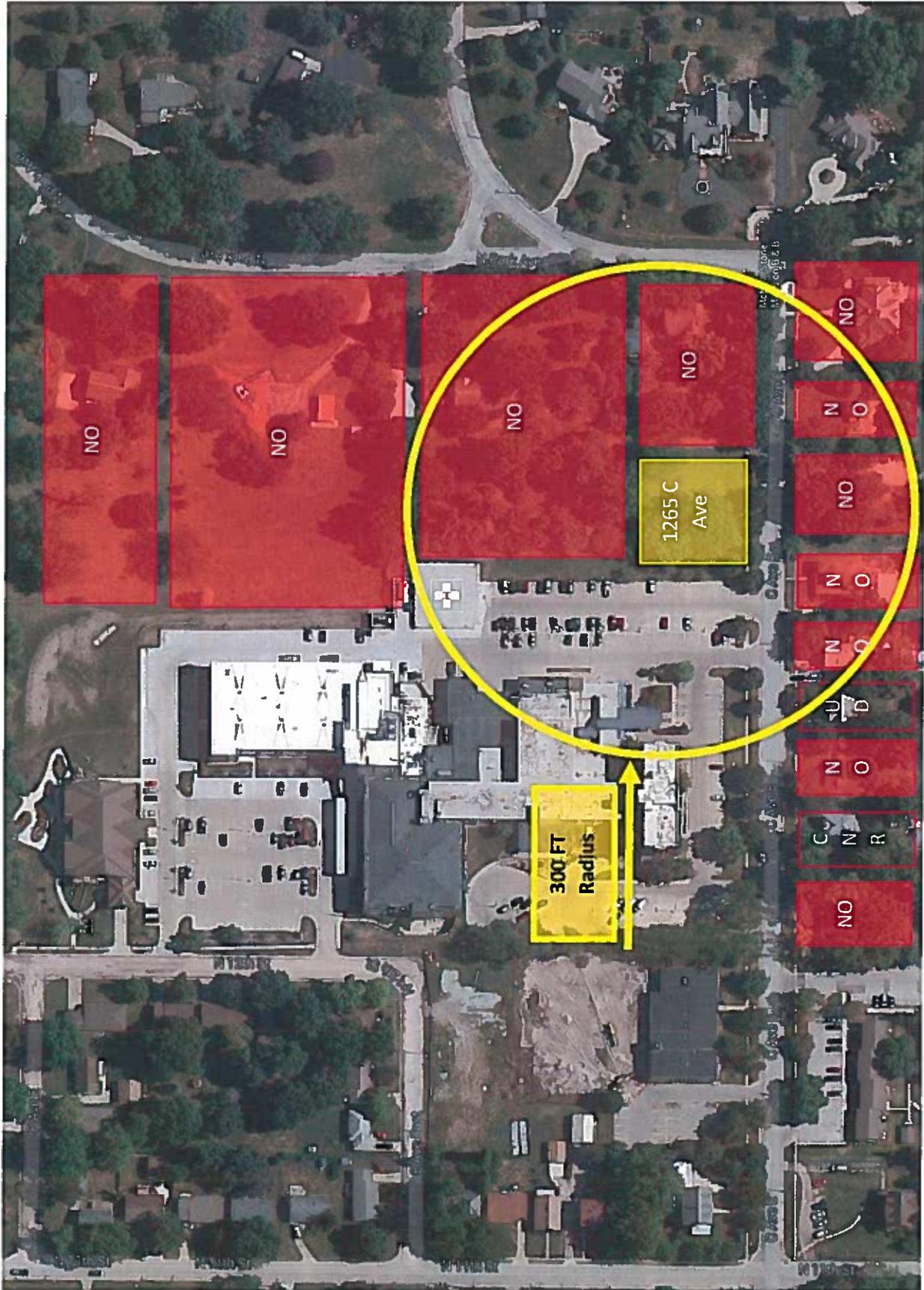
For the application to rezone the property at:
1265 C Ave, Oskaloosa 52577

We the undersigned:

- 1. Oppose the proposed rezoning of 1265 C Ave from its current R1 Status
- 2. Recommend the application be voted down by voting "NO"

	NAME (Please Print)	ADDRESS	SIGNATURE	DATE
1	Peter Maunu	511 N. Park Ave.	<i>Peter Maunu</i>	1-5-16
2	Erma Maunu-Kerian	511 N. Park Ave.	<i>Erma Maunu-Kerian</i>	1-5-16
3				
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Graphical Map of the signatures from the “Undersigned” who stand “Opposed”



CNR- Could not reach
UD- Undecided

From: [Van Hulzen Appraisal Services](#)
To: [Jason Van Zetten](#)
Subject: Negative effect
Date: Monday, January 4, 2016 8:23:36 PM

Jason,

I have copied the comment from the appraisal on 423 North Park appraisal for you use with the needed parties.

The property is located in a good older neighborhood of Oskaloosa but because of the expansion of the Mahaska County Hospital, the ambulance area is located in close proximity along with the emergency helipad.

*This is a negative effect (verbal comment)

Kraig Van Hulzen
VAN HULZEN APPRAISAL SERVICES

The Impact of a Casino on Home Prices in the Vicinity of the Casino is Generally Negative.

Site-specific studies show the negative impact of casinos on home prices. The studies work with a variety of databases, using several types of approaches including input/output models and econometric analyses.

Henderson, Nevada: Clauretje *et. al.* analyzed the effects that the location of casinos has had on residential property values in Henderson, Nevada, a town located approximately ten miles from the Las Vegas “strip”.⁴ The town has a variety of gaming establishments of various sizes located close to residential areas, varying from taverns with a few slot machines to large casinos with live table games. The patrons of the suburban casinos are generally area residents rather than tourists. Many of the gaming facilities are located in close proximity to residential developments. The authors used home price transaction information to estimate the effect that casinos have had on residential home values.

- A price/distance regression analysis examined the impact on home values from the siting of a casino, allowing for variables such as distance from the casino, and physical and neighborhood characteristics.

The study found that casinos were a nuisance that negatively impacted nearby residential properties within one mile. In the case of large casinos, the value of each home fell by 4.6%.⁵ In illustrating the impact of a casino, the authors estimated that with 400 residential properties located within a mile of a proposed casino with an average value of \$200,000, a large casino would have a possible negative aggregate impact of \$3.7 million, exclusive of any other costs or benefits typically cited in conjunction with the siting of a casino. They noted that the “lights, noise, and traffic that accompany casino operations” were a negative associated with casino operations. For a somewhat larger city, such as Springfield, the immediate negative impact would probably be larger.

Indian Casinos, Nationwide: Baxandall and Sacerdote⁶ used a database covering 365 Indian casinos located in 156 different counties in 26 separate states to examine the county-level impacts of an Indian-owned casino. One problem with the study was that the level of analysis was at the county rather than the Census tract level, so they obtained mixed conclusions. Median home prices in counties with casinos were approximately 2 percent higher than those in non-casino counties. However, this effect appears to have been bifurcated by county size. Casinos appear to have brought increased prosperity to low-population, rural counties, resulting in home price increases—probably due to rising incomes in depressed areas. However, in comparisons

⁴ Terrence M. Clauretje, Thomas M. Carroll, Nasser Daneshvary, “Rolling the Dice: Would Casinos Harm Illinois Home Values?” *Illinois Real Estate Letter*, Winter 1998, pages 7-9.

⁵ Casino size (Small vs. Large) was defined by a 100 slot machine demarcation; for small casinos, home values fell by 3.27 percent.

⁶ Phineas Baxandall, Bruce Sacerdote, “Betting on the Future: The Economic Impact of Legalized Gambling,” *Policy Brief*, Rappaport Institute for Greater Boston, 2005.

Jason Van Zetten

From: Amy Beattie <Amy.Beattie@brickgentrylaw.com>
Sent: Tuesday, January 5, 2016 5:08 PM
To: Jason Van Zetten
Subject: Re: Petition

Here you go. Amy.

- > 414.5 CHANGES -- PROTEST.
- >
- > The regulations, restrictions, and boundaries may, from time to
- > time, be amended, supplemented, changed, modified, or repealed.
- > Notwithstanding section 414.2, as a part of an ordinance changing
- > land from one zoning district to another zoning district or an
- > ordinance approving a site development plan, a council may impose
- > conditions on a property owner which are in addition to existing
- > regulations if the additional conditions have been agreed to in
- > writing by the property owner before the public hearing required
- > under this section or any adjournment of the hearing. The conditions
- > must be reasonable and imposed to satisfy public needs which are
- > directly caused by the requested change. In case, however, of a
- > written protest against a change or repeal which is filed with the
- > city clerk and signed by the owners of twenty percent or more of the
- > area of the lots included in the proposed change or repeal, or by the
- > owners of twenty percent or more of the property which is located
- > within two hundred feet of the exterior boundaries of the property
- > for which the change or repeal is proposed, the change or repeal
- > shall not become effective except by the favorable vote of at least
- > three-fourths of all the members of the council. The protest, if
- > filed, must be filed before or at the public hearing. The provisions
- > of section 414.4 relative to public hearings and official notice
- > apply equally to all changes or amendments.

Amy S. Beattie
Brick Gentry, P.C.

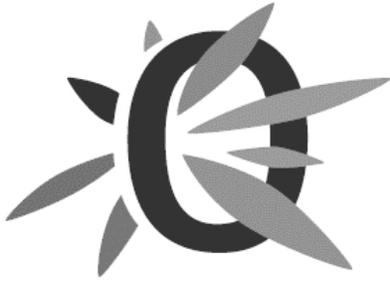
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266
Phone: 515-274-1450
Fax: 515-274-1488

6

Confidentiality Notice: The information contained within this transmission (including all attached files) contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on or regarding the contents of this information is strictly prohibited. If you have received this correspondence in error, immediately notify the sender to secure its prompt return.

Circular 230 Disclaimer: To ensure compliance with Treasury Regulations governing written tax advice, please be advised that any tax advice included in this communication, including any attachments, is not intended, and cannot be used, for the purpose of (i) avoiding any federal tax penalty or (ii) promoting, marketing, or recommending any transaction or matter to another person.

- > On Jan 5, 2016, at 4:59 PM, Jason Van Zetten <jason@oskyfoods.com> wrote:
 - >
 - > Can you send me the part where a petition triggers a super majority vote on zoning changes before council.
 - >
 - >
 - >
 - > Thanks,
 - >
 - > jason
 - >



City Council Communication

Meeting Date: February 16, 2016

Requested By: City Clerk/Finance

Item Title:

Consider a resolution levying a special assessment against private property for sidewalk replacement by the city of Oskaloosa, Iowa in accordance with Section 12.12 of the city code of the city of Oskaloosa, Iowa. (PUBLIC HEARING)

Explanation:

This is the time for the public hearing on levying a special assessment against private property for sidewalk replacement as outlined in Exhibit A. Certified notices were sent to each property owner and a notice was published in the Oskaloosa Herald. If approved, the property owner will have 30 days to pay for sidewalk replacement in the City Clerk's office. After the 30 days it will be assessed to their property taxes with a payment schedule at 9% interest.

Staff recommends opening the public hearing, receive oral and written comments, close hearing and approve resolution.

Budget Consideration:

\$1,775 revenue to the Sidewalk Improvement Fund to offset expenses related to the work performed, plus \$1,239 in interest.

Attachments:

Resolution
Exhibit A

RESOLUTION NO. _____

RESOLUTION LEVYING A SPECIAL ASSESSMENT AGAINST PRIVATE PROPERTY FOR
SIDEWALK REPLACEMENT BY THE CITY OF OSKALOOSA, IOWA, IN ACCORDANCE
WITH SECTION 12.12 OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA.

WHEREAS, The City of Oskaloosa, Iowa under authority of the Ordinance for Sidewalk Maintenance and Use Regulations, Chapter 12.12, has on certain properties within the City of Oskaloosa, Iowa, replaced sidewalks; and

WHEREAS, the City of Oskaloosa, Iowa desires to levy a special assessment against properties concerned for said sidewalk replacement by the City; and

WHEREAS, public hearing on said assessments was duly scheduled for the 16th day of February, 2016 at 6:00 p.m. and proper notice was given; and

WHEREAS, hearing before the City Council of the City of Oskaloosa, Iowa was held at the above mentioned date and time, and all objections to said assessments were heard; and

WHEREAS, thirty days after the council's decision, the City Clerk shall certify any unpaid amounts to the county auditor. The unpaid assessments shall constitute a lien against the property and shall be collected by the county treasurer in the same manner as other taxes. Any assessment that exceeds five hundred dollars may be paid in installments as set by the council, not exceeding fifteen, in the same manner and at nine percent interest. No interest shall be charged for assessments, or parts thereof, paid within thirty days after the time the council determined the final amounts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oskaloosa, Iowa that special assessments for sidewalk replacement are hereby levied against the properties described in Exhibit "A" attached hereto and by this reference incorporated herein, in the amount set forth in said Exhibit "A".

PASSED AND APPROVED this 16th day of February, 2016.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

EXHIBIT "A"
2015 SIDEWALK REPLACEMENTS
OCTOBER 2015

OWNER	ADDRESS/LEGAL	DATE REPLACED	SQUARE FEET	COST
Ted V/Mechele L Harger Parcel 1024401019	1211 S Market St E 240.4' N 80' S 485.5' NE NW SE	10/15/2015	186	\$ 1,162.50
Joe W Jr/Mary L Beal Parcel ID 1012276004	2502 N Market St N 235' S 787' W 223' SE NE	10/15/2015	98	\$ 612.50



City Council Communication

Meeting Date: February 16, 2016

Requested By: City Manager's Office

Item Title:

Consider a resolution requesting submission and calling for an election on the question of the imposition of a local sales and services tax in the city of Oskaloosa located within Mahaska County.

Explanation:

Chapter 423B of the Iowa Code provides that the question of the imposition of a local sales and services tax (LOST) shall be submitted to the registered voters of the incorporated and unincorporated areas of the county upon receipt by the county commissioner of elections a petition signed by eligible electors of the whole county equal in number to five percent of the persons in the whole county who voted at the last preceding state general election, requesting such submission.

On December 17, 2015 the County received a petition meeting the necessary criteria to require Mahaska County to call for a special election on May 3, 2016 for the extension of the LOST. As a result of the submitted petition, the city of Oskaloosa voters will also have an opportunity vote on the extension of the LOST. The city council is charged with asking the voters how the funds generated by the LOST can be legally used. Previous study sessions with the city council have led to the following draft ballot language for Oskaloosa voters to consider:

- 75% for construction of a Recreation and Early Childhood Education facility, until all project debt obligations are met, or in the event of a surplus or if local option sales and services tax bonds are not issued, for any lawful purpose.
- 25% for annual street construction, sanitary or storm sewer projects; construction and maintenance of recreation facilities; capital expenditures for construction, renovation, fixtures and maintenance of public facilities; capital equipment purchases.
- 0% for property tax relief.

Ballot language must be submitted to Mahaska County by February 26, 2016. If the city council does not propose ballot language, the default use of the revenues will be one hundred percent property tax relief.

Budget Consideration:

Approval of this item provides the necessary ballot language for the May 3, 2016 special election to extend the Oskaloosa Local Option Sales Tax. In the event voters approve the ballot measure, the city anticipates receiving approximately \$1.1 million in revenue per year. The revenue will need to be used by the city as specified on the ballot (as included with this item).

Attachments:

Resolution

RESOLUTION NO. _____

RESOLUTION REQUESTING SUBMISSION AND CALLING FOR AN ELECTION ON THE QUESTION OF THE IMPOSITION OF A LOCAL SALES AND SERVICES TAX IN THE CITY OF OSKALOOSA LOCATED WITHIN MAHASKA COUNTY.

WHEREAS, Chapter 423B of the Iowa Code provides for the imposition of certain local option taxes, including a local sales and services tax; and

WHEREAS, the Code provides that the question of the imposition of a local sales and services tax shall be submitted to the registered voters of the incorporated and unincorporated areas of the county upon receipt by the county commissioner of elections a petition signed by eligible electors of the whole county equal in number to five percent of the persons in the whole county who voted at the last preceding state general election, requesting such submission; and

WHEREAS, the county commissioner of elections received a petition on December 17, 2015 signed by eligible electors of the whole county equal in number to five percent of the persons in the whole county who voted at the last preceding state general election, requesting such submission; and

WHEREAS, the Mahaska County Board of Supervisors accepted the petition and directed the county commissioner of elections to schedule the election for May 3, 2016; and

WHEREAS, adequate funding for the construction and maintenance of public street infrastructure, recreation facilities, public facilities, capital equipment are essential to creating and maintaining a strong urban core and healthy neighborhoods; and

WHEREAS, in recognition of the need for the Recreation and Early Childhood Education Project and in furtherance of the City's commitment to the health and welfare of the City; and

WHEREAS, the City Council finds it to be in the best interest of the City for the voters to be asked whether a one cent local sales and services tax should be imposed for a period of twenty (20) years and used as set forth in the ballot proposition stated below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OSKALOOSA, IOWA, as follows:

1. That the Board of Supervisors of Mahaska County, Iowa, is requested to cause to be submitted to the voters of Oskaloosa, Iowa and University Park, Iowa the question of the imposition of a local option sales and services tax to begin on January 1, 2017, and the following ballot proposition language for the proposed imposition of the local sales and services tax is approved:



SHALL THE FOLLOWING PUBLIC MEASURE BE ADOPTED? Yes

No

Summary: To authorize imposition of a local sales and services tax in the cities of Oskaloosa and University Park at the rate of one percent (1%) to be effective from January 1, 2017 until December 31, 2036.

Revenues from the sales and services tax are to be allocated as follows:

FOR THE CITY OF OSKALOOSA:

- 75% for construction of a Recreation and Early Childhood Education facility, until all project debt obligations are met, or in the event of a surplus or if local option sales and services tax bonds are not issued, for any lawful purpose.
 - 25% for annual street construction, sanitary or storm sewer projects; construction and maintenance of recreation facilities; capital expenditures for construction, renovation, fixtures and maintenance of public facilities; capital equipment purchases.
 - 0% for property tax relief.
2. The Mahaska County Commissioner of Elections is hereby requested and authorized to place said ballot proposition language on the ballot for a special election to be held on the date of the special election on May 3, 2016.
 3. The Mahaska County Board of Supervisors is hereby requested to consider the Oskaloosa City Council's request to direct that the ballot contain a provision for the repeal, without election, of the local sales and service tax on December 31, 2036.
 4. The City Clerk is hereby authorized and directed to promptly provide a certified copy of this resolution to the Mahaska County Commissioner of Elections and to notify the Mahaska County Board of Supervisors of the adoption of this resolution.

PASSED AND APPROVED this 16th day of **February, 2016**.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk



City Council Communication

Meeting Date: February 16, 2016

Requested By: City Manager's Office

Item Title:

Consider an ordinance amending Oskaloosa Municipal Code, Chapter 13.08, Section 13.08.570(A) - User charge, for the purpose of providing necessary funding associated with the operation and maintenance of the city's wastewater treatment works. (second reading)

Explanation:

The sanitary sewer fund, or the wastewater department is an essential service provided by the city of Oskaloosa. This service is run as an enterprise/utility fund and as such, the revenues generated through rates must be spent on the utility. The FY2016 and FY2017 budgets for this utility continues to emphasize the need for intensive investment in the infrastructure system to accommodate maintenance and to comply with DNR mandated improvements within the treatment and collection systems.

The FY2016 and FY2017 budgets include a financing and operating plan for the sanitary sewer system that requires an increase to the base and usage rates that impacts the average residential ratepayer by an additional \$6.48 per month, or \$77.76 annually. The average residential customer uses 4.12 units of water per month, and is charged the sewer base rate per month regardless of usage.

Impact of the proposed rate increase on average residential sewer customer effective April 1, 2016.

Average monthly residential sewer bill – today	\$25.91 per month
Average monthly residential sewer bill – proposed	\$32.39 per month
Increase per month	\$6.48 per month

Sanitary Sewer Rate Changes

Increase Date	Minimum Charge Per Month	Change	Per 100 Cubic Feet Used	Change
3/1/2012	\$7.33	+\$0.25	\$3.51	+\$0.12
3/1/2013	\$7.59	+\$0.26	\$3.63	+\$0.12
3/1/2014	\$7.59	+\$0.00	\$3.63	+\$0.00
4/1/2015	\$8.73	+\$1.14	\$4.17	+\$0.54
4/1/2016*	\$10.91	+\$2.18	\$5.21	+\$1.04
4/1/2017*	\$13.10	+\$2.19	\$6.26	+\$1.05
4/1/2018*	\$15.06	+\$1.96	\$7.19	+\$0.93
4/1/2019*	\$15.81	+\$0.75	\$7.55	+\$0.36
4/1/2020*	\$16.60	+\$0.79	\$7.93	+\$0.38

* Proposed rate increases to be considered at a future date based upon funding the operational and capital plan as presented

Budget Consideration:

The proposed April 1, 2016 increase is the second year of a multi-year increase plan that is recommended for the sanitary sewer fund. Increasing rates as outlined in this agenda allows the city to meet current financial obligations associated with the operations of the city's wastewater treatment works, however the current rate structure does not include DNR mandated improvements such as inflow and infiltration, facility master plan results, and disinfection.

Attachments:

1. Ordinance
2. Cash flow analysis – Sanitary Sewer Fund

ORDINANCE NO. _____

AN ORDINANCE REVISING USER CHARGES IN THE CITY OF OSKALOOSA, IOWA, TO PROVIDE FUNDS NEEDED TO PAY FOR EXPENSES ASSOCIATED WITH THE CITY'S WASTEWATER TREATMENT WORKS

Be it enacted by the City Council of the City of Oskaloosa, Iowa:

SECTION 1: Chapter 13.08.570 User Charge (A) of the City Code of the City of Oskaloosa is hereby repealed and replaced as follows:

A. Effective April 1, 2016 user charges shall be as follows:

The minimum charge for all contributors shall be \$32.73 per calendar quarter, or \$10.91 per month. In addition each contributor shall pay a user charge rate for operation and maintenance including replacement and for debt retirement of \$5.21 per one hundred cubic feet of water.

SECTION 2: REPEALER. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3: 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 this ordinance as a whole or any section, provision, or party thereof not adjudged invalid or unconstitutional.

SECTION 4: WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved by this Council on the ____ day of _____, 2016.

[SIGNATURES TO FOLLOW]

ATTEST:

David Krutzfeldt, Mayor

Amy Miller, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of
_____ 2016.

Amy Miller, City Clerk

CITY OF OSKALOOSA, IOWA

Sewer Enterprise Fund

<i>Growth Assumptions</i>	
Growth in Usage	0.00%
Operating Expenses	See Below
Interest on Balances	0.25%

<i>PROPOSED REVENUE INCREASES</i>					
1-Apr-11	6.50%	1-Apr-15	15.00%	1-Apr-19	5.00%
1-Mar-12	3.50%	1-Apr-16	25.00%	1-Apr-20	5.00%
1-Mar-13	3.50%	1-Apr-17	20.00%	1-Apr-21	5.00%
1-Mar-14	0.00%	1-Apr-18	15.00%	1-Apr-22	5.00%

- Audited Financial Statements -				Re-Est.	Budget	Projected	Projected	Projected	Projected	Projected	Projected	
	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	
	3/1/2013		4/1/2015									
Actual Rate per 100 Cubic Feet	1	\$3.63	\$3.63	\$4.17	\$5.21	\$6.25	\$7.19	\$7.55	\$7.93	\$8.33	\$8.75	\$9.19
Monthly Sewer Availability Charge	2	\$7.59	\$7.59	\$8.73	\$10.91	\$13.09	\$15.05	\$15.80	\$16.59	\$17.42	\$18.29	\$19.20
Average Number of Customers	3	4,579	4,561	4,569	4,569	4,569	4,569	4,569	4,569	4,569	4,569	4,569
SEWER SALES (100 Cubic Feet)		2.2%	(1.0%)	(2.1%)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Sewer Usage	4	328,533	325,872	315,553	315,553	315,553	315,553	315,553	315,553	315,553	315,553	315,553
Oskaloosa Food Usage	5	19,068	18,212	21,159	21,159	21,159	21,159	21,159	21,159	21,159	21,159	21,159
Total Sewer Usage	6	347,601	344,083	336,712	336,712	336,712	336,712	336,712	336,712	336,712	336,712	336,712
Avg. Revenue/100 Cubic Feet	7	\$3.66	\$3.80	\$3.79	\$4.45	\$5.51	\$6.54	\$7.36	\$7.73	\$8.11	\$8.52	\$8.94
OPERATING REVENUES		6.0%	1.1%	(0.8%)	7.6%	20.7%	20.8%	15.2%	8.5%	5.0%	5.0%	5.0%
Sewer Usage Revenues	8	\$1,273,927	\$1,308,754	\$1,275,507	\$1,349,911	\$1,617,369	\$1,970,583	\$2,294,184	\$2,519,014	\$2,644,964	\$2,777,213	\$2,916,073
Sewer Availability Charge Revenues	9	406,340	415,416	436,979	508,530	628,055	744,564	835,442	877,111	920,973	967,029	1,015,277
Delinquent Revenues	10	0	0	0	0	0	0	0	0	0	0	0
Oskaloosa Foods Monthly Base Fee	11	4,590	0	0	0	0	0	0	0	0	0	0
Oskaloosa Foods Sludge Fee	12	36,101	19,814	5,581	5,581	5,581	5,581	5,581	5,581	5,581	5,581	5,581
Oskaloosa Foods Hauling Fee	13	8,550	4,350	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600
Connection Fee	14	0	0	14,000	0	0	0	0	0	0	0	0
Other Revenue	15	32,454	32,120	17,566	17,300	17,300	17,300	17,300	17,300	17,300	17,300	17,300
TOTAL OPERATING REVENUES	16	\$1,761,962	\$1,780,454	\$1,752,233	\$1,883,922	\$2,270,905	\$2,740,628	\$3,155,106	\$3,421,606	\$3,591,419	\$3,769,723	\$3,956,832
OPERATING EXPENSES		(3.6%)	4.4%	47.1%	21.7%	16.3%	7.5%	7.6%	4.8%	4.8%	4.8%	4.8%
Personal Services	17	5% \$471,926	\$438,627	\$356,118	\$260,012	\$296,200	\$319,896	\$345,488	\$362,762	\$380,900	\$399,945	\$419,942
Contractual Services	18	5% 248,076	301,129	442,818	721,546	856,489	925,008	999,009	1,048,959	1,101,407	1,156,478	1,214,301
Commodities	19	0% 42,503	56,394	64,467	69,410	69,410	69,410	69,410	69,410	69,410	69,410	69,410
TOTAL OPERATING EXPENSES	20	\$762,505	\$796,150	\$863,403	\$1,050,968	\$1,222,099	\$1,314,314	\$1,413,906	\$1,481,131	\$1,551,717	\$1,625,833	\$1,703,654
NET OPERATING INCOME	21	\$999,457	\$984,304	\$888,830	\$832,954	\$1,048,806	\$1,426,314	\$1,741,200	\$1,940,474	\$2,039,701	\$2,143,890	\$2,253,178
Interest on Reserves	22	3,030	2,948	3,369	5,077	3,635	1,610	746	1,013	1,045	2,234	3,193
Special Assessments	23	4,805	9,188	11,417	2,557	0	0	0	0	0	0	0
Miscellaneous Revenue	24	508	865	4,348	1,148	0	0	0	0	0	0	0
Revenue Available for D/S	25	\$1,007,800	\$997,305	\$907,964	\$841,736	\$1,052,441	\$1,427,925	\$1,741,946	\$1,941,487	\$2,040,746	\$2,146,124	\$2,256,372

CITY OF OSKALOOSA, IOWA

Sewer Enterprise Fund

Growth Assumptions	
Growth in Usage	0.00%
Operating Expenses	See Below
Interest on Balances	0.25%

PROPOSED REVENUE INCREASES					
1-Apr-11	6.50%	1-Apr-15	15.00%	1-Apr-19	5.00%
1-Mar-12	3.50%	1-Apr-16	25.00%	1-Apr-20	5.00%
1-Mar-13	3.50%	1-Apr-17	20.00%	1-Apr-21	5.00%
1-Mar-14	0.00%	1-Apr-18	15.00%	1-Apr-22	5.00%

- Audited Financial Statements -				Re-Est.	Budget	Projected	Projected	Projected	Projected	Projected	Projected	
	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	
Revenue Available for D/S	26	\$1,007,800	\$997,305	\$907,964	\$841,736	\$1,052,441	\$1,427,925	\$1,741,946	\$1,941,487	\$2,040,746	\$2,146,124	\$2,256,372
BOND DEBT SERVICE	27											
Series 1994A Sewer Revenue SRF	28	\$52,606	\$51,854	\$53,954	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Series 1996 Sewer Revenue SRF	29	188,200	179,546	181,540	183,444	184,258	0	0	0	0	0	0
Series 2002 Sewer Refunding Bonds	30	0	0	0	0	0	0	0	0	0	0	0
Series 2002 Sewer Revenue SRF	31	0	244,980	247,080	249,060	250,920	253,660	255,260	257,740	260,080	262,280	265,340
Total Revenue Debt Service	32	\$240,805	\$476,380	\$482,574	\$432,504	\$435,178	\$253,660	\$255,260	\$257,740	\$260,080	\$262,280	\$265,340
Series 2002 SRF-Subordinate	33	276,360	0	0	0	0	0	0	0	0	0	0
Reserved	34	0	0	0	0	0	0	0	0	0	0	0
Reserved	35	0	0	0	0	0	0	0	0	0	0	0
TOTAL DEBT SERVICE	35	\$517,165	\$476,380	\$482,574	\$432,504	\$435,178	\$253,660	\$255,260	\$257,740	\$260,080	\$262,280	\$265,340
Debt Coverage Ratios		<i>Bond Documents state User Test will be at least 1.10x Coverage</i>										
Net Cashflow/Revenue Debt	36	4.19	2.09	1.88	1.95	2.42	5.63	6.82	7.53	7.85	8.18	8.50
Net Cashflow/ All Debt	37	1.95	2.09	1.88	1.95	2.42	5.63	6.82	7.53	7.85	8.18	8.50
Net Cashflow after Debt	38	\$490,635	\$520,925	\$425,390	\$409,232	\$617,263	\$1,174,265	\$1,486,686	\$1,683,747	\$1,780,666	\$1,883,844	\$1,991,032
+ / (-) Construction Fund	39	0	0	0	0	0	0	0	0	0	0	0
Other Sources / (Uses)	40	0	315,926	0	0	0	0	0	0	0	0	0
Bond Fees Adjustment	41	0	0	0	0	0	0	0	0	0	0	0
Bond/Warrant Proceeds	42	0	0	0	0	0	0	0	0	0	0	0
Grant Funds	43	0	0	0	0	0	0	0	0	0	0	0
Transfer (to)/from Improvement Fund	44	(11,400)	(11,400)	(11,400)	(11,400)	(11,400)	(11,400)	(11,400)	(11,400)	(11,400)	(11,400)	(11,400)
Other Transfers In / (Out)	45	0	0	150,500	0	0	0	0	0	0	0	0
Transfer (to)/from DSRF	46	451,934	0	0	0	0	0	0	0	0	0	0
Capital Outlays	47	(127,615)	(952,472)	(260,705)	(986,023)	(1,427,000)	(1,520,000)	(1,380,000)	(1,671,000)	(1,305,000)	(1,500,000)	(1,500,000)
Annual Surplus / (Deficit)	48	\$803,554	(\$127,021)	\$303,785	(\$588,191)	(\$821,137)	(\$357,135)	\$95,286	\$1,347	\$464,266	\$372,444	\$479,632
Unrestricted Beg Cash Balance	49	\$953,586	\$1,757,140	\$1,630,119	\$1,933,904	\$1,345,713	\$524,575	\$167,440	\$262,726	\$264,074	\$728,340	\$1,100,784
Unrestricted End Cash Balance	50	\$1,757,140	\$1,630,119	\$1,933,904	\$1,345,713	\$524,575	\$167,440	\$262,726	\$264,074	\$728,340	\$1,100,784	\$1,580,415
Cash Balance as % O & M	51	230%	205%	224%	128%	43%	13%	19%	18%	47%	68%	93%
Restricted & Designated Reserves:												
Improvement Fund-614	52	\$74,015	\$85,415	\$96,815	\$108,215	\$119,615	\$131,015	\$142,415	\$153,815	\$165,215	\$176,615	\$188,015
Debt Service Reserve Fund	53	0	0	0	0	0	0	0	0	0	0	0
Total Cash	54	\$1,831,155	\$1,715,534	\$2,030,719	\$1,453,928	\$644,190	\$298,455	\$405,141	\$417,889	\$893,555	\$1,277,399	\$1,768,430

Sewer Enterprise Fund

Growth Assumptions	
Growth in Usage	0.00%
Operating Expenses	See Below
Interest on Balances	0.25%

PROPOSED REVENUE INCREASES					
1-Apr-11	6.50%	1-Apr-15	15.00%	1-Apr-19	5.00%
1-Mar-12	3.50%	1-Apr-16	25.00%	1-Apr-20	5.00%
1-Mar-13	3.50%	1-Apr-17	20.00%	1-Apr-21	5.00%
1-Mar-14	0.00%	1-Apr-18	15.00%	1-Apr-22	5.00%

- Audited Financial Statements -				Re-Est.	Budget	Projected	Projected	Projected	Projected	Projected	Projected
FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	
CAPITAL OUTLAYS											
			\$0	\$0	\$0	\$110,000	\$350,000	\$80,000	\$0	\$0	
			0	0	30,000	40,000	0	35,000	0	0	
			0	37,000	15,000	20,000	0	15,000	100,000	100,000	
			0	0	0	0	0	0	0	0	
			158,912	0	0	0	0	0	0	0	
			6,669	0	0	0	6,000	0	0	0	
			0	25,000	5,000	0	0	0	0	0	
			0	30,000	0	95,000	0	0	0	0	
			30,000	285,000	30,000	0	0	35,000	0	0	
			150,000	225,000	40,000	175,000	100,000	0	0	0	
			0	40,000	80,000	230,000	40,000	0	0	0	
			56,000	0	400,000	280,000	0	0	1,250,000	1,250,000	
			0	50,000	50,000	50,000	50,000	50,000	50,000	50,000	
			0	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
			50,000	75,000	0	0	0	0	0	0	
			105,000	0	0	0	0	0	0	0	
			0	75,000	0	0	0	0	0	0	
			0	0	0	0	0	150,000	0	0	
			386,000	460,000	0	0	0	0	0	0	
			0	0	45,000	0	0	0	0	0	
			0	0	0	0	0	160,000	0	0	
			0	0	20,000	0	0	0	0	0	
			0	0	20,000	0	0	0	0	0	
			43,442	0	0	0	0	0	0	0	
			0	0	20,000	0	180,000	0	0	0	
			0	0	300,000	0	0	0	0	0	
			0	0	25,000	0	175,000	0	0	0	
			0	0	0	20,000	0	200,000	0	0	
			0	10,000	90,000	0	0	0	0	0	
			0	0	0	60,000	540,000	0	0	0	
			0	0	0	0	30,000	280,000	0	0	
			0	0	100,000	0	0	0	0	0	
			0	0	0	200,000	0	0	0	0	
			0	0	0	0	100,000	0	0	0	
			0	0	0	0	0	200,000	0	0	
			0	15,000	150,000	0	0	0	0	0	
			\$ 165,581	\$ 62,000	\$ 50,000	\$ 170,000	\$ 356,000	\$ 130,000	\$ 100,000	\$ 100,000	
			\$ 820,442	\$ 1,365,000	\$ 1,470,000	\$ 1,210,000	\$ 1,315,000	\$ 1,175,000	\$ 1,400,000	\$ 1,400,000	
			\$ 986,023	\$ 1,427,000	\$ 1,520,000	\$ 1,380,000	\$ 1,671,000	\$ 1,305,000	\$ 1,500,000	\$ 1,500,000	



City Council Communication

Meeting Date: February 16, 2016

Requested By: City Manager's Office

Item Title:

Consider a resolution awarding a contract to DDVI, Inc. for the Oskaloosa Fire Department Renovation and Expansion project.

Explanation:

The Oskaloosa Fire Department Renovation and Expansion project was advertised and bids were received and publicly read on February 09, 2016. The city received six bids and the low bid (base bid) was submitted by DDVI, Inc. in the amount of \$2,600,000. The low bid received for this work is approximately five percent above revised budget estimates, but within acceptable parameters. In addition to the base bid, staff recommends the city council also pursue bid alternate no. 1 in the amount of \$191,452 (4th bay and maintenance pit) and bid alternate no. 3 in the amount of \$11,531 (concrete board exterior). The total amount of work to be awarded including the bid alternates is \$2,802,983.

If Council awards this construction contract the project is anticipated to be fully completed within 425 calendar days after notice to proceed is issued by the city.

In addition, staff recommends the city council also authorize an additional ten percent of the total contract amount (\$280,298) as project contingency for unforeseen circumstances to be administered by the city manager.

Recommended Action:

Approve the resolution awarding the project to DDVI, Inc. for a total amount of \$2,802,983 (base bid plus bid alternates 1 and 3); authorize construction contingency budget of \$280,298 for this project under the supervision of the City Manager; and authorize the Mayor to execute the necessary contract documents.

Budget Consideration:

Approval of this item will carry a financial impact of \$2,802,983 in the event the base bid and bid alternates 1 and 3 are included in the project award (This does not include contingency). In the event the construction project requires all of the authorized contingency, the maximum construction cost for the project would total \$3,083,281. Construction costs

associated with this item are specifically included in the FY2016 and FY2017 council approved budget in the amount of \$3,168,904.

Attachments:

Resolution, Letter from Rohrbach Associates PC, Bid Tabulation

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO DDVI, INC. FOR THE OSKALOOSA FIRE DEPARTMENT RENOVATION AND EXPANSION PROJECT

WHEREAS, pursuant to notice duly published in the manner and form prescribed by resolution to the City Council of the city of Oskaloosa, Iowa, and as required by law, bids and proposals were received by this council for the Oskaloosa Fire Station Renovation and Expansion project (the "Project"); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the city of Oskaloosa, Iowa, as follows:

Section 1. The bid for the Project submitted by the following contractor has a noted irregularity and upon careful consideration, the City Council hereby determines that it is in the best interest of the taxpayers of Oskaloosa to waive said irregularity because it does not create a competitive advantage over other proposals received, and the bid provided delivers the project to the public at the lowest possible amount based upon other bids submitted.

Section 2. The bid for the Project submitted by the following contractor is responsive to the plans and specifications for the Project, heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

DDVI, Inc.	Base Bid:	\$2,600,000.00
1817 North 7 th Street	Bid Alternate No. 1:	\$ 191,452.00
Indianola, Iowa 50125	<u>Bid Alternate No. 3:</u>	<u>\$ 11,531.00</u>
	Total Bid Amount:	\$2,802,983.00

Section 3. The contract for the Project is hereby awarded to such contractor at the total cost set out above, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 4. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, said contract not to be binding until approved by resolution of this City Council.

PASSED AND APPROVED this 16th day of February, 2016.

[SIGNATURES TO FOLLOW]

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk



ROHRBACH ASSOCIATES PC

A R C H I T E C T S

February 10, 2016

Mr. Michael Schrock Jr.
City Manager
City of Oskaloosa
220 South Market Street
Oskaloosa, Iowa 52577-3770

RE: Oskaloosa Fire Station Addition and Renovation Project
Recommendation regarding bids received February 9, 2016

Dear Michael,

Following the result of bidding for the above referenced project we recommend acceptance of the low base bid received from DDVI Inc. of Indianola, IA. Further, we recommend acceptance of bid alternates to the extent that other project related costs and a construction contingency are within the available funding for the project.

The low base bid received was \$2,600,000.00. This amount, although slightly higher, compares favorably with the base bid estimate of \$2,473,782.00. We have discussed the bid results with Rich Piper, President of DDVI Inc., and he has no concerns or reservations with the bid amount. A bid bond of 10% and the bidder status form are in place with no apparent irregularities.

Bid alternate amounts from DDVI are as follows: Alt. #1 - \$191,452.00; Alt. #2 - \$104,425.00; Alt. #3 - \$11,531; and Alt. #4 - 45,482.00. The value of each alternate is within the range of the six bids received. The bid amounts for Alternate #2 were higher than estimated, due to contractor concerns with sub base remediation. To the extent that the budget will allow, acceptance of alternates should be considered.

We look forward to the successful completion of this project. Thank you for the opportunity to serve the City of Oskaloosa.

Rohrbach Associates PC

William Downing AIA
Principal

Steven A. Rohrbach AIA
President

Enclosure: Tabulation of Bids
1261



ROHRBACH ASSOCIATES PC
ARCHITECTS

Bid Tabulation

City of Oskaloosa Fire Station Addition and Renovation

Bid Opening: February 9, 2016, 2:00 PM, City Hall

Submitted By:		Breiholz Construction	Christner Contracting	Dean Snyder Construction	DDVI Construction	Procommercial	Todd Hackett Construction
Business Location		Des Moines	Ottumwa	Ankeny	Indianola	Huxley	Muscatine
Bid Security		10%	10%	10%	10%	10%	10%
Received Addenda #1		yes	yes	yes	yes	yes	yes
	Estimate:						
Base Bid	\$2,473,782	\$2,771,000	\$3,248,792	\$3,224,000	\$2,600,000	\$2,997,450	\$2,976,000
Alt. #1	\$215,000	\$325,000	\$259,084	\$214,000	\$191,452	\$198,138	\$194,500
Alt. #2	\$35,000	\$100,000	\$142,659	\$103,000	\$104,425	\$90,203	\$102,500
Alt. #3	\$10,000	\$20,000	\$20,204	\$11,300	\$11,531	\$11,417	\$0
Alt. #4	\$39,000	no bid	\$39,955	\$98,000	\$45,485	\$104,860	\$41,500
	\$2,772,782	\$3,216,000	\$3,710,694	\$3,650,300	\$2,952,893	\$3,402,068	\$3,314,500
Unit Price	\$/yard	\$50.00	\$47.00	\$50.00	\$55.00	\$51.70	\$50.00



City Council Communication

Meeting Date: February 16, 2016

Requested By: Public Works Department

Item Title:

Consider a resolution to approve and direct the Mayor to execute a professional services agreement with Fox Engineering Associates, Inc. for wastewater treatment plant facilities evaluation and expansion alternatives in an amount not to exceed \$135,000.

Explanation:

On November 17, 2015, the Iowa Department of Natural Resources (DNR) issued an amendment to the National Pollutant Discharge Elimination System (NPDES) permits to include a compliance schedule for copper and disinfection (E. Coli) limits. In addition to the compliance strategy report, the Iowa DNR has developed the Iowa Nutrient Reduction Strategy to reduce concentrations of Nitrogen and Phosphorous from point and non-point sources which end up in the Mississippi River and ultimately are the cause of the current Gulf Hypoxia impairment in the Gulf of Mexico. The City's current NPDES permit requires the City to evaluate the feasibility and reasonableness of reducing the amounts of Nitrogen and Phosphorous it discharges. Following completion of the evaluation, the City will be required to make operational changes or implement new treatment technologies to reduce Nitrogen and Phosphorous.

The NPDES permits require a compliance schedule for the following:

- Achieve disinfection (E. Coli) compliance before December 1, 2018 at both wastewater treatment facilities.
- Achieve compliance with effluent limits for metals (copper) before November 1, 2020 at the Northeast Wastewater treatment plant.
- Complete a Nutrient Reduction Study before December 1, 2017.

In order to achieve the above mentioned compliance dates, a facility plan will need to be submitted to the Iowa DNR before December 1, 2016 and complete construction of disinfection treatment improvements before November 1, 2018.

An updated Wastewater Facility Plan will outline improvements and estimated costs needed to meet the DNR permit criteria and to maintain an efficient treatment system. City staff went through a Request for Qualification (RFQ) process which resulted in five (5) consultants interested in providing consulting services for the Facility Plan Update. Based on the qualifications, staff selected Fox Engineering for the project. Staff has negotiated a contract

with Fox Engineering for Facility Plan Updates and are requesting approval to proceed. Fox Engineering has provided the City with a contract in the amount of \$135,000 to complete an updated Wastewater Facility Plan.

Recommended Action:

City Staff recommends approval of the attached Resolution to hire Fox Engineering for the Wastewater Facility Plan update.

Budget Consideration:

This project will be funded through sanitary sewer funds.

Attachments:

Resolution, Compliance Schedule, letter, and Contract (Master Agreement and Task Order 2070-16A) from Fox Engineering.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT HIRING AN ENGINEERING CONSULTANT TO PROVIDE A WASTEWATER FACILITY PLAN.

WHEREAS, the City needs a plan to address the requirements of the new wastewater permit issued by the Iowa Department of Natural Resources on November 17, 2015; and

WHEREAS, Fox Engineering Associates, Inc. has submitted a Master Agreement and Task Order 2070-16A in the amount of \$135,000 to provide a wastewater facility plan for the City of Oskaloosa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa, that the City of Oskaloosa hereby authorizes the Mayor to execute said Master Agreement and Task Order in the amount of \$135,000.00.

PASSED AND APPROVED this _____ day of February, 2016.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

DATE: February 10, 2016

TO: Akhilesh Pal, P.E.
Public Works Director
City of Oskaloosa
804 South D Street
Oskaloosa, Iowa-52577

RE: Task Order 2070-16A – Wastewater Treatment Plant Facilities Evaluation and
Expansion Alternatives
City of Oskaloosa, Iowa
FOX PN: 2070-16A - contracts

METHOD OF DELIVERY: UPS

ITEMS: Two (2) copies of Master Agreement
Two (2) copies of Task Order No. 2070-16A

COMMENTS:

Akhilesh,

We are pleased to present two (2) copies of a Master Agreement between the City of Oskaloosa and FOX Engineering and Task Order 2070-16A – *Wastewater Treatment Plant Facilities Evaluation and Expansion Alternatives*.

The goal of this project is to make sure the City is in compliance with the City's new NPDES Permits which require a Wastewater Treatment Plant (WWTP) Facility Plan for both the Northeast and Southwest WWTPs to evaluate the requirements for disinfection and nutrient reduction feasibility. As part of this project, FOX will also prepare a Copper Compliance Strategy for the Northeast Wastewater Treatment Facility in accordance with the City's new NPDES permit.

Please authorize both copies, retain one copy for your files and return the remaining copy to FOX Engineering.

We are very excited to work with the City on this project!

Sincerely,



Laurie A. Twitchell, P.E.

COPY TO: Michael Schrock
Chad Coon
Files

**STANDARD FORM OF MASTER AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT between the **City of Oskaloosa, Iowa** (“Owner”) and **FOX Engineering Associates, Inc.** (“Engineer”).

From time to time Owner intends to engage Engineer to provide professional services. This Agreement sets forth the general terms and conditions which shall govern the relationships and performance of Owner and Engineer, if and only if one or more Task Orders are agreed to under this Agreement. Each engagement will be documented by a Task Order.

Owner and Engineer in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 – SERVICE OF ENGINEER

1.01 Scope

A. The services to be provided by Engineer will include such of the Basic and Additional Services set forth in Exhibit A, “Schedule of Engineer’s Services,” as authorized by Owner as provided herein. Services for each Specific Project will be detailed in a duly executed Task Order. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.

B. The general format of a Task Order is shown in Attachment 1 to Exhibit A.

C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

D. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, Engineer’s services, Engineer’s compensation, and all other appropriate matters.

1.02 Task Order Procedure

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order.

B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein, in Exhibit B, “Schedule of Owner’s Responsibilities,” and in each Task Order.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES; SUSPENSION

3.01 Term

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for **four (4)** years from the Effective Date of the Agreement.

B. This Agreement may be extended or renewed, with or without changes, by written amendment establishing a new term.

3.02 Times for Rendering Services

A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.

B. For purposes of this Agreement the term “day” means a calendar day of 24 hours.

C. The time for a party’s performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. That party shall promptly notify the other party in writing when it is being delayed.

3.03 Suspension

A. If Owner fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase under a Task Order, or if Engineer’s services are delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under the Task Order.

B. If Engineer’s services under a Task Order are unreasonably delayed or suspended in whole or in part

by Owner, or if Engineer's services under a Task Order are extended by a Contractor's actions or inactions for more than 90 days through no fault of Engineer, Engineer shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect incremental costs incurred by Engineer in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under the Task Order has been revised.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 Payment for Services and Reimbursable Expenses of Engineer

A. Owner shall pay Engineer as set forth herein and in each Task Order.

4.02 Other Payment Provisions

A. *Preparation of Invoices.* Invoices for each Task Order will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C, "Payment to Engineer for Services and Reimbursable Expenses," and each Task Order.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoices, the amounts due Engineer will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payment will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.06, Engineer will be entitled to invoice Owner and will be paid in accordance with each Task Order for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by Engineer for cause, Engineer, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice Owner and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in each Task Order.

E. *Records of Engineer's Costs.* Records of Engineer's costs pertinent to Engineer's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify Engineer's charges and upon Owner's timely request, copies of such records will be made available to Owner at cost.

F. *Legislative Actions.* In the event of legislative actions after the effective date of a Task Order by any level of government that impose taxes, fees, or costs on Engineer's services or other costs in connection with that Task Order or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by Owner as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or cost be imposed, they shall be in addition to Engineer's estimated total compensation. Owner shall provide a tax exempt certificate.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over a Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

A. Engineer assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standard and Parameters of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Engineer shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Owner shall not be responsible for discovering deficiencies therein. Engineer shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Engineer's Consultants as Engineer deems necessary to assist in the performance or furnishing of the services. Engineer shall not be required to employ any Engineer's Consultant unacceptable to Engineer.

D. Engineer and Owner shall comply with applicable Laws or Regulations and Owner-mandated standards. This Agreement is based on these requirements as of the Effective Date of each Task Order. Changes to these requirements after the Effective Date of each Task Order may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

E. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. Owner shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of Engineer.

G. Prior to the commencement of the Construction Phase on a Specific Project, Owner shall notify Engineer of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that Engineer will be requested to provide to Owner or third parties in connection with a Specific Project. Owner and Engineer shall reach

agreement on the terms of any such requested notice or certification, and Owner shall authorize such Additional Services as are necessary to enable Engineer to provide the notices or certifications requested.

H. If a Construction Cost limit for a Specific Project is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically as set forth in Exhibit F, "Construction Cost Limit," to this Agreement, and the Task Order.

I. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.

J. If Engineer provides services during the Construction Phase of a Specific Project, Engineer shall not supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work.

K. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

L. Engineer shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of a Contractor's agents or employees or any other persons (except Engineer's own employees) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

M. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J, "Special Provisions."

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of each Task Order, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under the Task Order. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to a Specific Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. It is understood and agreed that if Engineer's Basic Services under a Task Order do not include project observation, or review of a Contractor's performance, or any other Construction Phase services, and that such services will be provided by Owner or others, then Owner assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the Engineer that may be in any way connected thereto. In such a case, Engineer's Basic Services under the applicable Task Order will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A and the Task Order.

6.04 Use of Documents

A. All Documents are instruments of service. Engineer shall retain an ownership and property interest therein (including the right of reuse at the discretion of Engineer) whether or not a Specific Project is completed.

B. Copies of Owner-furnished data that may be relied upon by Engineer are limited to the printed copies (also known as hard copies) that are delivered to Engineer pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by Owner to Engineer are only for convenience of Engineer. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by Engineer. Files in electronic media format of text, data, graphics, or of other types that are furnished by Engineer to Owner are only for convenience of Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party

receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by Owner.

E. When transferring documents in electronic media format, Engineer makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of a Specific Project.

F. Owner may make and retain copies of Documents for information and reference in connection with use on a Specific Project by Owner. Such Documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Specific Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants. Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Specific Project for which they were prepared or for any other project will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

6.05 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to a Specific Project.

C. Owner shall require Contractors to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause Engineer and Engineer's Consultants to be listed as

additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for a Specific Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of this Agreement.

E. All policies of property insurance shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, with the concurrence of Engineer, and if commercially available, Engineer shall obtain and shall require Engineer's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be amended to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement or any Task Order may be terminated:

1. *For Cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order hereunder through no fault of the terminating party.

b. *By Engineer:*

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, neither this Agreement nor any Task Order will terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of notice.

2. *For convenience,*

a. By Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination of this Agreement or any Task Order at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the principal office of the Owner is located, unless the law of the state where the Work is being performed requires that the law of that state be applied.

6.08 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become

due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. The Owner agrees that the substance of the provisions of this paragraph 6.08.C shall appear in any Contract Documents prepared for any Specific Project under this agreement.

6.09 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period not to exceed 30 days from the date of notice prior to exercising their rights under Exhibit H, "Dispute Resolution," or other provisions of this Agreement, or under law.

B. If and to the extent that Owner and Engineer have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H. In the absence of such an agreement, the parties may exercise their rights under law.

6.10 Hazardous Environmental Condition

A. Owner represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist on a Site for a Specific Project, unless set forth in the Task Order.

B. Owner shall disclose to the best of its knowledge to Engineer the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site of any Specific Project, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, Engineer shall have the obligation to notify Owner and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that Engineer's scope of services in any Task Order shall not include any services related to a Hazardous Environmental Condition unless specifically agreed to in a Task Order. In the event Engineer or any other party encounters a Hazardous Environmental Condition not specifically identified in the Task Order, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Owner: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site of a Specific Project is in full compliance with applicable Laws and Regulations.

E. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site of a Specific Project in connection with Engineer's activities under this Agreement.

F. If Engineer's services under any Task Order cannot be performed because of a Hazardous Environmental Condition not specifically identified in the Task Order, the existence of the condition shall justify Engineer's terminating that Task Order for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and Engineer's Consultants in the performance and furnishing of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and Engineer's Consultants from and against any and all costs, losses and damages (included but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and Owner's consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any cost, loss, or damages caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, employees, and Engineer's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4 shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Applicability of Master Agreement to Task Orders

A. The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written amendment. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

6.14 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.15 Severability

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.16 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.17 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

6.18 Non-Exclusive and Non-Limiting Agreement

A. Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other owners for the same or different services as contemplated hereunder.

B. The cumulative scope of Engineer's services and Engineer's compensation as agreed to in Task Orders hereunder shall not be limited by this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.

3. *Agreement*—This “Standard Form of Master Agreement between Owner and Engineer for Professional Services,” including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*—Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.

7. *Bid*—The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*—The advertisement or invitation to Bid, instruction to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*—A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.

10. *Construction Agreement*—The written instrument which is evidence of the agreement,

contained in the Contract Documents, between Owner and a Contractor covering the Work.

11. *Construction Contract*—The entire and integrated written agreement between Owner and a Contractor concerning the Work.

12. *Construction Cost*—The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-ways, or compensation for damages to properties, or Owner’s costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*—Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between Owner and a Contractor, Addenda (which pertain to the Contract Documents), a contractor’s Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer’s written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*—The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*—The number of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.

16. *Contractor*—An individual or entity with whom Owner enters into a Construction Agreement for a Specific Project.

17. *Correction Period*—The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or special provision of the Contract Documents.

18. *Defective*—An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, referenced standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

19. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

20. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*—The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

24. *Engineer's Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as

Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.

25. *Field Order*—A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

26. *General Conditions*—That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.

27. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with a Specific Project.

28. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. *Laws and Regulation; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

30. *PCB's*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Radioactive Materials*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

33. *Record Drawings*—The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.

34. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the

performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in Exhibit C.

35. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative will be as set forth in each Task Order.

36. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.

38. *Site*—Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.

39. *Specifications*—That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

40. *Specific Project*—An undertaking of Owner as set forth in a Task Order.

41. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

42. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements the General Conditions.

43. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

44. *Total Project Costs*—The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's cost for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

45. *Work*—The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

46. *Work Change Directive*—A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

47. *Written Amendment*—A written amendment of the Contract Documents signed by Owner and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

EXHIBIT 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

A. Exhibit A, "Schedule of Engineer's Services," consisting of 8 pages.

B. Exhibit B, "Schedule of Owner's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 pages.

D. Exhibit D, "Schedule of Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," not used.

F. Exhibit F, "Construction Cost Limit," not used

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution," consisting of 1 pages.

I. Exhibit I, "Allocation of Risks," consisting of 2 pages.

J. Exhibit J, "Special Provisions," consisting of 5 pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 11 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on _____, 2016 (which is the Effective Date of the Agreement).

Owner:

Engineer:

By: _____

By: Jane A.S. Tindall

Title: _____

Title: Project Manager / Board Member

Date Signed: _____

Date Signed: 2/10/16

Address for giving notices:

Address for giving notices:

220 South Market St

414 South 17th Street Suite 107

Oskaloosa, IA 52577

Ames, Iowa 50010

515-233-0000

515-233-0103 (Fax)

Schedule of Engineer's Services

Services to be provided under a Task Order may include the following:

PART I -- BASIC SERVICES

A1.01 Study and Report Phase

A. Upon authorization from Owner, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for a Specific Project and available data.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Exhibit B which are not part of Engineer's Basic Services, and, if requested, assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate the number of alternate solutions available to Owner listed in the Task Order for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for a Specific Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. This Report will be accompanied by Engineer's opinion of Total Project Costs for each solution which is so recommended for a Specific Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by Engineer and, on the basis of information furnished by Owner, allowances for other items and services included within the definition of Total Project Costs.
6. Furnish the number of review copies of the Report to Owner within the time period set forth in the Task Order and review it with Owner.
7. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the Owner within the time period set forth in the Task Order.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Owner.

A1.02 Preliminary Design Phase

A. After determination by Owner of the scope, extent, character or design requirements of a Specific Project, including the acceptance with any specific modifications by Owner of Engineer's Report, if any, from a preceding phase or Specific Project, and upon authorization from Owner to provide Preliminary Design Phase Services, Engineer shall:

1. On the basis of the above acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

4. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, which will be itemized as provided in paragraph A1.01.A.5.

5. Furnish the Preliminary Design Phase documents to and review them with Owner.

6. Submit to Owner the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Task Order.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to Owner.

A1.03 Final Design Phase

A. After determination by Owner of the scope, extent, character, or design requirements of a Specific Project, including the acceptance of any specific modifications by Owner of a preceding phase or Specific Project, and upon authorization from Owner to provide Final Design Phase Services, Engineer shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.

3. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, itemized as provided in paragraph A1.01.A.5.

4. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related documents.

5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner within the time period set forth in the Task Order.

B. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to the Task Order whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established is identified in the Task Order.

D. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.5 have been delivered to Owner.

A1.04 *Bidding or Negotiating Phase*

A. Upon authorization from Owner to provide Bidding or Negotiating Phase Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

A1.05 *Construction Phase*

A. Upon authorization from Owner to provide Construction Phase Services, Engineer shall:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Task Order. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," shall be modified for the Task Order. The furnishing of such RPR's services will not extend Engineer's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction.* In connection with observations of Work in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the

Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Task Order and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site of the Specific Project, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Engineer.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

13. *Disagreements between Owner and Contractor.* Render formal written decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, Engineer shall be fair

and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

a. Receive and review maintenance and operating instructions, schedules, and guarantees.

b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as provided in paragraph A1.05.A. 10.

c. Engineer shall transmit these documents to Owner.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

17. *Final Notice of Acceptability of the Work.* Conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable (subject to the provisions of paragraph A1.05.A. 14.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Task Order, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

A. Upon authorization from Owner to begin Commissioning and Post-Construction Phase Services, Engineer shall:

1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
2. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
3. In company with Owner or Owner's representative, provide an inspection of the Specific Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the Task Order, will terminate at the end of the Correction Period.

A1.07 *Commissioning Phase*

A. Upon authorization from Owner to begin Commissioning Phase Services, Engineer shall:

1. Assist the Owner and Contractor start-up and commissioning of the Project equipment or systems.
2. Assist Owner in training Owner's staff to operate and maintain Project, equipment, and systems.
3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for, equipment and systems for the Specific Project.

B. The Commissioning Phase services may commence during the Construction Phase and, if not otherwise modified in the Task Order, will terminate at the end of the Correction Period.

PART 2 -- ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Authorization in Advance*

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by Owner as indicated in a Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with a Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.0I.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect project information with respect to Exhibit B.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Specific Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Engineer's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in the Task Order.
10. Services during out-of-town travel required of Engineer other than for visits to the Specific Project Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in the Task Order.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to Owner, in the format agreed to, Record Drawings showing appropriate record information based on project annotated record documents received from Contractor.

19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to a Specific Project.
21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner under paragraph 6.01.G of the Agreement or a Task Order.
22. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
23. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of any Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for a Specific Project or an excessive number of substitutions.
24. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
25. Additional or extended services during construction made necessary by (a) a significant amount of defective, neglected or delayed Work by a Contractor, or (b) default by a Contractor.
26. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by Owner prior to its Substantial Completion.
27. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.
28. Other services performed or furnished by Engineer not otherwise provided for in this Agreement or a Task Order.

A2.02 Additional Services Not Requiring Owner's Authorization in Advance

A. Engineer shall perform or furnish, without requesting or receiving specific advance authorization from Owner, the Additional Services of the types listed below. Engineer shall advise Owner in writing within seven days after beginning any such Additional Services. If Owner does not want Engineer to continue to perform or furnish the services, Owner shall notify Engineer in writing to cease, and Engineer shall comply.

1. Additional or extended services during construction made necessary by (a) emergencies or acts of God endangering the Work, (b) an occurrence of a Hazardous Environmental Condition, (c) Work damaged by fire or other cause during construction, or (d) acceleration of the progress schedule involving services beyond normal working hours.

**This is Task Order No. ____,
consisting of 3 pages plus
attachments.**

Task Order

In accordance with paragraph 1.01 of the Master Agreement Between Owner and Engineer for Professional Services dated _____, 2016 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

A. Title:

B. Description:

1. Services of Engineer

Exhibit A shall apply to this project in its entirety with the following exceptions and additions:

Exhibit D shall apply to this project in its entirety.

2. Owner's Responsibilities

Exhibit B shall apply to this project in its entirety.

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 20__.

Engineer

Owner

Signature Date

Signature Date

Name

Name

Title

Title

Designated Representative for Task Order:

Designated Representative for Task Order:

Name

Name

Title

Title

414 South 17th Street, Suite 107
Ames, IA 50010
Address

Address

E-Mail Address

E-Mail Address

515-233-0000
Phone

Phone

515-233-0103
Fax

Fax

Schedule of Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities except as stated in a Task Order.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall:

A. Provide Engineer with all criteria and full information as to Owner's requirements for a Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to a Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of a Specific Project.

C. Following Engineer's assessment of initially-available project information and data and upon Engineer's request, furnish or otherwise make available such additional project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Specific Project Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Specific Project Site, and adjacent areas.
6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Task Order.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of a Hazardous Environmental Condition of a nature or extent not identified in the Task Order or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services or in the work of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in the Task Order as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Task Order.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer for a Specific Project (including obtaining advice of an attorney, insurance counselor, and other

advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of a Specific Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of a Specific Project.

I. Provide, as required for a Specific Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to a Specific Project as Owner requires, a Contractor raises, or Engineer reasonably requests.
3. Such auditing services as Owner requires to ascertain how or for what purpose a Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others for Owner so that Engineer may make the necessary calculations to develop and periodically adjust Engineer's opinion of Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Specific Project Site, define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work of a Specific Project designed or specified by Engineer, designate in the Task Order a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer.

N. Attend the pre-Bid conference, Bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work for a Specific Project with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than Engineer (and disclose the identity of such individual or entity to Engineer) as Owner determines necessary to verify:

1. That a Contractor is complying with any Laws and Regulations applicable to a Contractor's performing and furnishing the Work.
2. That a Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide Engineer with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

This is **EXHIBIT C**, consisting of one (1) page, referred to in and part of the Master Agreement between Owner and Engineer for Professional Services dated _____, 2016.

Payments to Engineer for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS TO ENGINEER

C4.01 *Method of Payment*

A. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:

1. Method A: Lump Sum
2. Method B: Standard Hourly Rates

C4.02 *Explanation of Methods*

A. Method A – Lump Sum

1. Owner shall pay Engineer a Lump Sum amount. The Task Order shall state the assumed distribution of the lump sum by phases.

2. The distribution of Engineer's compensation between phases may be altered with Owner's approval, which shall not be unreasonably withheld. Engineer's total compensation shall not exceed the total lump sum amount unless approved in writing by Owner.

3. The Lump Sum will include compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each of Engineer's employees times their Standard Hourly Rate for all services performed on the Specific Project, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.

2. Standard Hourly Rates include salaries and wages paid to personnel plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's current Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Attachment 1 to Exhibit C.

4. The total estimated compensation for Engineer's services for the Task Order and the assumed distribution of compensation by phases shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Engineer's Consultants' charges, if any.

5. The amounts billed for Engineer's services under each Task Order will be based on the cumulative hours charged to the Specific Project during the billing period by each of Engineer's employees times Standard Hourly Rates, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of April 1) to reflect equitable changes in the compensation payable to Engineer.

Attachment 1 to Exhibit C

2016 Fee Schedule

<u>Staff Category</u>	<u>Hourly Billing Rate</u>
Engineer	\$110.00
Project Engineer	\$137.00
Senior Project Engineer	\$148.00
Project Manager	\$160.00
Senior Project Manager	\$198.00
Principal	\$225.00
Engineering Technician I	\$76.00
Engineering Technician II	\$86.00
Engineering Technician III	\$96.00
Engineering Technician IV	\$111.00
Engineering Technician V	\$127.00
Administrative Assistant I	\$65.00
Administrative Assistant II	\$80.00

Hourly billing rates include salary costs, normal employee benefits, overhead, profit, and general office expenses such as telephone, facsimile, photocopy, word processing, postage, and basic supplies.

Listed rates are effective through December 31, 2016.

BILLABLE EXPENSES: Billable expenses include specialty vehicles (\$0.65/mile) and use of personal vehicles (at current IRS rate). A listing of all billable expense charges is available as applicable.

REIMBURSABLE EXPENSES: Reimbursable expenses include costs for meals and lodging when overnight stay is required for the project, costs for special mailing/printing, costs for materials and supplies purchased for specific use on the project, and costs of outside consultants used on the project.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities and limitations of authority may be incorporated in the Task Order for a Specific Project:

D6.02 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of a Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of a Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's performing and furnishing the Work, or responsibility for a Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A. 1.05 of Exhibit A as incorporated in the Task Order are applicable.

C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:

1. *General:*

- a. RPR is Engineer's agent at the Specific Project Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- b. RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary.
- c. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
- d. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2. *Schedules:*

- a. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:*

- a. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

- a. Serve as Engineer's liaison with Contractor, working principally through a Contractor's superintendent and assist in understanding the intent of the Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:*
- a. Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
- a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:*
- a. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer.
 - b. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.
10. *Records:*
- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other project related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
- d. Report immediately to Engineer the occurrence of Site accidents, any Hazardous Environmental Conditions of a nature or extent not specifically identified in the Task Order, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:*

- a. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final payment inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- 3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
- 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of Owner or a Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than a Contractor.
8. Authorize Owner to occupy a Specific Project in whole or in part.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by paragraphs 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation:	Statutory
b. Employer's Liability -	
1) Each Accident:	\$500,000
2) Disease, Policy Limit:	\$500,000
3) Disease, Each Employee:	\$500,000
c. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
2) General Aggregate:	\$2,000,000
d. Automobile Liability --	
1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$500,000
e. Professional Liability—	
1) Each Occurrence	\$1,000,000
2) General Aggregate	\$2,000,000

2. By Owner:

a. Workers' Compensation:	Statutory
b. Employer's Liability --	
1) Each Accident	\$500,000
2) Disease, Policy Limit	\$500,000
3) Disease, Each Employee	\$500,000
c. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
2) General Aggregate	\$2,000,000
d. Automobile Liability	
1) Bodily Injury:	
a) Each Accident	\$500,000
2) Property Damage:	
a) Each Accident	\$500,000
[or]	
1) Combined Single Limit (Bodily Injury and Property Damage):	
a) Each Accident	\$500,000

B. Additional Insureds

1. Engineer and Engineer's Consultants identified in the Task Order for a Specific Project shall be listed on Owner's policies of insurance as additional insureds as provided in paragraph 6.05.B.

B. Additional Insureds

1. Engineer and Engineer's Consultants identified in the Task Order for a Specific Project shall be listed on Owner's policies of insurance as additional insureds as provided in paragraph 6.05.B.

This is EXHIBIT H, consisting of one (1) page, referred to in and part of the **Master Agreement between Owner and Engineer for Professional Services** dated _____, 2016.

Dispute Resolution

Paragraph 6.09 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

A. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation unless the parties mutually agree otherwise.

This is **EXHIBIT I**, consisting of two (2) pages, referred to in and part of the Master Agreement between Owner and Engineer for Professional Services dated _____, 2016.

Initial:

Owner:

Engineer: gat

Allocation of Risks

Paragraph 6.11 of the Agreement is amended and supplemented to include the following agreement of the parties:

16.11-B Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds.* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal) and shall not exceed a total amount of \$1,000,000.

2. *Exclusion of Special, Incidental, Indirect and Consequential Damages.* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them.

3. *Betterment.* If, due to the Engineer's error, any required item or component of the project is omitted from the Engineer's construction documents, the Engineer shall provide at no additional cost the construction documents for the omitted item or component, but the Engineer shall not be responsible for paying the construction cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project. This will in no way relieve the Engineer from any legal responsibility for extra costs required to add such required item or component. Extra costs will be considered those costs above and beyond what the item or component would have cost had it not been omitted from the construction documents.

4. *Delays.* The Engineer is not responsible for delays caused by factors beyond the Engineer's reasonable control, including but not limited to delays because of labor strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of the Engineer's services or work product promptly, or delays caused by faulty performance by the Owner or by contractors. When such delays beyond the Engineer's reasonable control occur, the Owner agrees the Engineer is not responsible for damages, nor shall the Engineer be deemed to be in default of this agreement.

5. *Extension of Protection.* The Owner agrees to extend any and all liability limitations and indemnifications provided by the Owner to the Engineer to those individuals and entities the Engineer retains for performance of the service under this agreement, including but not limited to the Engineer's officers and employees and their heirs and assigns, as well as the Engineer's sub-consultants and their officers, employees, heirs and assigns.

(The remainder of this page is intentionally blank.)

Special Provisions

For projects for which CDBG financing is being utilized by the Owner, the following changes to the general form of agreement will apply:

- A. The Agreement is amended to include the following:
1. Delete the wording on page 5 of the 11 page Agreement, Article 6 – General Considerations, 6.06-Termination and replace with the following wording:

“The Owner and/or the Engineer shall have the right to terminate this Contract at any time by giving at least ten (10) days notice in writing. The notice shall specify the effective date of such termination. Upon cancellation, the Owner will be responsible only for those costs incurred by the Engineer to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, and models, photographs and reports prepared by the Engineer under this Contract shall, at the option of the City, become its property and the Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.”
 2. The agreement will be subject to the following provisions of Executive Orders 11246 and 11375.

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements, for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 or Sept. 24, 1965, and shall pose copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit

access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 or September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Access to and maintenance of records.

The Contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available and furnish all information and reports required, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Department of Economic Development or their authorized representatives, for purposes of investigation to ascertain compliance.

C. Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

Generally provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance. (Further requirements specified in 24 CFR Part 1.)

D. Iowa Civil Rights Act of 1965 (Iowa Executive Orders 15 and 34).

E. Section 109 of Title of the Housing And Community Development Act of 1974, as amended (42 U.S.C. 5309)

Generally provides that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, religion or religious affiliation, or sex under any program or activity funded in whole or in part under Title I or this Act. (Further requirements are specified in 24 CFR 570.602).

F. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.)

Generally provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

G. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112)

Generally provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

H. The Americans With Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

Guarantees equally opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

I. Section 3 of the Housing and Urban Development Act Of 1968, as amended (12U.S.C. 1701u)

Generally provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects be awarded to business located in the project area, or business owned, in substantial part, by residents of the project area.

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded top business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant there to by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Contractor will include this section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or Contractor of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or Contractor for such assistance, its successor, and assigns. Failure to fulfill these requirements shall subject the applicant or Contractor, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

J. Termination Clause

The Owner and/or the Contractor shall have the right to terminate this Contract at any time by giving at least ten (10) days notice in writing. The notice shall specify the effective date of such termination. Upon cancellation, the Owner will be responsible only for those costs incurred by the Contractor to the date of termination. In the event of termination, all

finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

K. Restrictions On Lobbying

All parties to this Contract certify, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subContractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

L. Contracts in excess of \$100,000

Shall require compliance with the following laws and regulations:

- Section 306 of the Clean Air Act (42 USC 1857(h))
- Section 508 of the Clean Water Act (33 USC 1368)
- Executive Order 11738
- EPA Regulations – 40 CFR, Part 15

M. Clean Air and Water Acts – required clauses:

This Clause is required in all third party contracts involving projects subject to the Clean Air Act (42 USC 1857 et seq.), the Federal Water Pollution Control Act (33 USC 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.

2. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. The Contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Environmental Protection Agency Listed of Violating Facilities.
4. The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

**This is Task Order No. 2070-16A,
consisting of four (4) pages.**

Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated _____ ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

Title: Wastewater Treatment Plant Facilities Evaluation and Expansion Alternatives

Description:

Copper Compliance Strategy

The City's new NPDES Permit for the Northeast Wastewater Treatment Facility requires preparation and submittal of a Copper Compliance Strategy.

WWTP Facility Plan /Nutrient Feasibility Study

The City's new NPDES Permits require a Wastewater Treatment Plant (WWTP) Facility Plan for both the Northeast and Southwest WWTPs to evaluate the requirements for disinfection and nutrient reduction feasibility. There are two separate compliance schedules for each Facility Plan and FOX proposes to request an additional three and one-half (3.5) months onto the current Disinfection Compliance Schedule (extend to March 15, 2017) and complete both facility plans in a combined Facility Plan, since the outcome of each plan impacts the other. The study will include 5-months of sampling for disinfection and nutrients in advance of facility plan preparation. The Facility Plan will include the NE and SW WWTFs separately and the potential for a combined WWTF. FOX will plan to initially work within the City's current NPDES permit compliance schedules and submit separate Facility Plans for the disinfection and nutrient feasibility schedules. If the IDNR changes the schedule as requested, then FOX will work within the revised schedule and submit a combined Facility Plan.

The Nutrient Feasibility Study requirements in the new NPDES permits are a result of the State's adopted *Iowa Nutrient Reduction Strategy*. The purpose of the strategy is to reduce the quantity of nutrients (nitrogen and phosphorus) leaving Iowa's borders and ultimately flowing down the Mississippi River into the Gulf of Mexico. In accordance with this strategy, the new NPDES permits include additional requirements related to nutrients. The feasibility study must evaluate options for meeting annual average effluent limit goals of 10 mg/L for nitrogen and 1 mg/L for phosphorus. The requirements for the feasibility study are summarized in the discharge permit and are attached to this Task Order.

1. Services of Engineer

As per Exhibit A, but with the following modifications:

A1.01 *Study and Report Phase* – The Scope of Services shall consist of that stated in Exhibit 2070-16A, attached.

A1.02-A1.06 - Not part of this Task Order.

Part 2 (Additional Services) - As per exhibit A except for services specifically identified in this document as part of other phases of work.

2. Owner's Responsibilities

Owner's responsibilities shall be as described in Exhibit B in the Master Agreement between Owner and Engineer.

3. Times for Rendering Services

The anticipated schedule for this project is summarized below and is based on the assumption that a signed Agreement will be received by early March 2016:

Copper Compliance Strategy

Consulting as needed	March 2016 – February 2017
Copper Compliance Strategy Submittal	May 2016*
*June 1, 2016 is strategy deadline	

WWTP Facility Plan/Nutrient Feasibility Study

Data/Document Review/Sampling Plan	March/April 2016
Project Workshop	April 2016
Draft Flows/Loads Memo	May 2016
Project Initiation Conference w/IDNR	May 2016
Disinfection/Nutrient Sampling	March – July 2016
Preliminary Planning Memo Complete	September 2016
Preliminary Disinfection Study	November 2016*
Final Disinfection Study	December 2016*
Preliminary Nutrient Feasibility Study Complete	January 2017
Anti-Degradation Analysis Plan Complete (if required)	February 2017
Final Nutrient Feasibility Study Complete	March 2017*

* FOX will plan to initially work within the City's current NDPES permit compliance schedules and submit separate Facility Plans for the disinfection and nutrient feasibility schedules. If the IDNR changes the schedule as requested, then FOX will work within the revised schedule and submit a combined Facility Plan.

4. Payments to Engineer

Engineering fees shall be based on "Method A - Lump Sum" in the amount of:

WWTP Facility Plan/Nutrient Feasibility Study:	\$115,000.00
Anti-degradation Analysis:	\$15,000.00

Engineering fees shall be based on "Method B – Standard Hourly Rates" in the estimated amount of:

Copper Compliance Strategy:	\$500.00 to \$5,000.00 estimated.
-----------------------------	-----------------------------------

5. Engineer's Consultants: Structural Engineers, P.C. (Structural) and KJWW Engineering (Electrical/Mechanical)

6. Engineer's Liability:

- a. Exclusion of Special, Incidental, Indirect and Consequential Damages. To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them.
- c. Extension of Protection. The Owner agrees to extend any and all liability limitations and indemnifications provided by the Owner to the Engineer to those individuals and entities the Engineer retains for performance of the service under this agreement, including but not limited to the Engineer's officers and employees and their heirs and assigns, as well as the Engineer's sub-consultants and their officers, employees, heirs and assigns.

7. **Other Modifications to Master Agreement:** None.

8. **Attachments:** Exhibit 2070-16A
New NPDES Permits for Northeast and Southwest WWTFs

9. **Other Documents Incorporated By Reference:** None

(Remainder of page intentionally left blank)

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

Engineer

FOX Engineering Associates, Inc.

Laurie A.S. Twitchell 2/10/16

Signature

Date

Laurie A.S. Twitchell, P.E.

Name

Project Manager

Title

Designated Representative for Task Order:

Laurie A.S. Twitchell, P.E.

Name

Project Manager

Title

FOX Engineering Associates, Inc.

414 South 17th Street, Suite 107 Ames, IA 50010

Address

lat@foxeng.com

E-Mail Address

515-233-0000

Phone

515-233-0103

Fax

Owner

Signature

Date

Name

Title

Designated Representative for Task Order:

Name

Title

City of Oskaloosa, Iowa

Address

E-Mail Address

Phone

Fax

Exhibit 2070-16A
Proposed Work Plan
Water Pollution Control Facility
City of Oskaloosa

Copper Compliance Strategy

- Work with the City to develop and submit a Copper Compliance Strategy to the IDNR by the deadline date of June 1, 2016
- Provide additional consulting as requested for follow-up and consult with the IDNR on the removal or reduction of this items from the City's permit or continue with the Strategy, depending on future data collected.

WWTP Facility Plan/Nutrient Feasibility Study

- Data and Document Review, Sampling Plan and Project Workshop:
 - Historical data, generally the Monthly Operating Reports (MORs), will be reviewed and analyzed to compare plant performance to permit requirements and to establish current design flows and loads
 - A sampling plan will be developed for disinfection and nutrient sampling
 - Schedule and participate in a workshop with the City of Oskaloosa Administration and Plant Staff to identify and address significant issues with the Northeast and Southwest Wastewater Treatment Facilities. Discuss the study, alternatives to consider, and projected growth. Workshop to include a site visit for the purpose of performing a review of the wastewater facilities and the current operating procedures.
- Preliminary Flows and Loads Memo: Develop future design flows and loadings based on existing values and allowances allocated for anticipated growth in advance of sampling completion. This will be submitted to IDNR for their review and comment.
- IDNR Project Initiation Conference: After the preliminary design flows and loadings are developed, Engineer will attend the required IDNR Project Initiation Conference. The purpose of the meeting is to identify the anticipated project scope and design assumptions so that any disagreements can be dealt with before a detailed evaluation of alternatives is completed. Alternatives that are expected to be included in the Facility Plan evaluation will also be discussed.
- Planning Memorandum: Once the 5-month sample periods are complete for the disinfection and nutrient sampling, Engineer shall collect and analyze data. Summarized data shall be used to finalize the previously projected existing/design loads and incorporated into a Planning Memorandum which shall summarize all flow/load design criteria in advance of Facility Plan preparation. Engineer shall review/confirm proposed design criteria with City in advance of Facility Plan preparation.

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- Work with City's municipal advisor to review funding mechanism for the recommended alternative.
 - Preliminary Facility Plan(s): Preliminary Facility Plan(s) shall utilize the design criteria set forth in the Planning Memorandum as the basis of planning. FOX will work within the City's current NPDES permit compliance schedules and shall submit separate preliminary facility plans in accordance with the current separate compliance schedules for disinfection and nutrient feasibility, or shall submit a single combined Preliminary Facility Plan if the IDNR changes the schedule at the request of the City. Preliminary Facility Plan(s) shall include:
 - Review alternate nutrient removal and disinfection options including capital and life-cycle costs.
 - Existing treatment facilities evaluation for both the Northeast and Southwest Wastewater Treatment Plants.
 - Treatment Alternatives for separate and combined treatment plants including technologies for overall treatment and disinfection/nutrients.
 - Project cost estimating and consideration of funding alternatives such as CDBG, SRF and other potential grants and consideration of integrated planning.
 - The evaluation will include capital and life-cycle costs with input from FOX for a recommended plan for implementation of the recommended alternative. (The cost estimates will be preliminary and approximate in nature intended for use in comparing the options. To the extent practical, estimates will be prepared using published cost estimating data, preliminary estimates from equipment and chemical suppliers, and information from our own project files).
 - Evaluate options based on monetary and non-monetary considerations, including factors such as: reliability, feasibility, safety, ease of operation, space constraints, implementation issues, and other consideration deemed appropriate during the study.
 - Submit Preliminary Facility Plan(s) to City and schedule a meeting to review document(s).
 - Identify funding opportunities available to the City, including state or federal grants and SRF loan funds available from the State.
 - Anti-Degradation Analysis: If the flows/loads of either plant are increased, the IDNR will require an Anti-Degradation Analysis for the selected alternative. This report will be submitted to IDNR with the Final Facility Plan.
 - Final Facility Plan(s): Comments received during the review of the Preliminary Facility Plan(s) would be incorporated in a Final Facility Plan(s), and copies will be delivered to the City of Oskaloosa for distribution. FOX Engineering will meet with the City to present and review the findings of the report and address any questions. When approved by the City, the Final Plan(s) would be submitted to IDNR for their review.

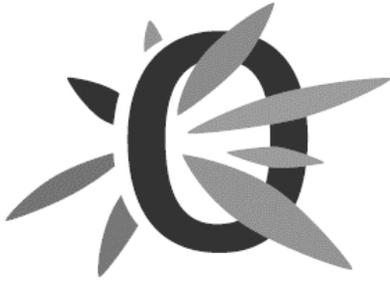
Project Management & Meetings

- Continually assess the expectations of the City and manage the scope, schedule and budget to meet these expectations.
- Prepare monthly status reports of project progress, expenditures to date, and submit with monthly service invoice.
- Prepare appropriate meeting materials as necessary to support meeting and document the result in form of meeting summaries.

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- Facilitate communication between project and stake holders.

This scope of Scope Services does not include the following items, but these items may be added as Additional Services:

- Should any sampling or testing of raw or treated wastewater, soil borings or other special testing services be required for completion of the study, FOX will recommend those to Oskaloosa. The costs of such sampling and testing are beyond the scope of this study will be the Utility's responsibility.
- Pilot testing.
- Flow monitoring or detailed investigations of the collection system, such as review of televising records or development of an I&I reduction plan.



City Council Communication
Meeting Date: February 16, 2016
Requested By: Council Appointed Staff

Item Title: Report on Items from City Staff

- a) City Manager.
- b) City Clerk.
- c) City Attorney.

Explanation:

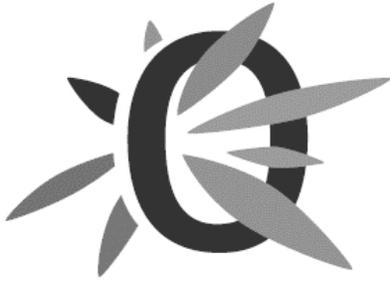
This item is reserved to receive reports from the City Manager, City Clerk, and/or the City Attorney.

Budget Consideration:

Not applicable, report(s) only.

Attachments:

None.



City Council Communication
Meeting Date: February 16, 2016
Requested By: Mayor & City Council

Item Title: City Council Information

Explanation:

This item is reserved to receive reports from the Mayor and City Council. This is an opportunity for the members of the City Council to provide updates on activities, events, or items of note to the public. This is also the opportunity for the City Council to request future agenda items, or request items to be sent to Committee for review and discussion.

Budget Consideration:

Not applicable, report(s) only.

Attachments:

None.