

**CITY OF OSKALOOSA CITY COUNCIL MEETING
REGULAR SESSION**

**COUNCIL CHAMBERS – CITY HALL, 220 S. MARKET STREET
JUNE 18, 2012 – 6:30 P.M.**

AGENDA

CALL TO ORDER – 6:30 P.M.

ITEM 1. INVOCATION: Pastor Dennis Morey, First Presbyterian Church

ITEM 2. PLEDGE OF ALLEGIANCE.

ITEM 3. ROLL CALL.

ITEM 4. COMMUNITY COMMENTS.

ITEM 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 and discussed separately.

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

1. June 4, 2012 Regular City Council Meeting Minutes
2. June 18, 2012 Agenda

b) Receive and file minutes of Boards and Commissions (ANY RECOMMENDATIONS CONTAINED IN MINUTES BECOME EFFECTIVE ONLY UPON SEPARATE COUNCIL ACTION).

1. March 1, 2012 Housing Trust Fund Committee Minutes
2. April 12, 2012 Housing Trust Fund Committee Minutes
3. May 3, 2012 Housing Trust Fund Committee Minutes
4. May 21, 2012 Library Board of Trustees Minutes
5. June 4, 2012 Library Board of Trustees Minutes
6. June 11, 2012 Planning & Zoning Commission Minutes

c) Claims

None.

d) Permit Motions and Resolutions as Recommended by the City Clerk.

New:

None.

Renewal:

- 1. Renewal application for a Class C Liquor License from Mi Ranchito, Inc., 112 1st Avenue East.

Resolutions & Motions:

- 1. Consider approval of the purchase of one (1) new 2012 Ford 1 ton truck from Carriker Ford for a cost of \$26,671.00; plus \$5,725.00 for platform box and hydraulic system, and \$5,115.00 for new V-plow and fittings from Hawkeye Truck Equipment; for a total cost of \$37,511.00.

----- **END OF CONSENT CALENDAR** -----

ITEM 6. REQUESTS FROM THE GENERAL PUBLIC

- a) Consider a request from Mahaska Health Partnership for use of streets and recreation trail for 2nd Annual Run in the Sun, a 5K Run and 1-mile Walk, on Saturday, July 28, 2012.

ITEM 7. ANNOUNCEMENT OF VACANCIES. APPLICANTS MUST RESIDE IN OSKALOOSA AND BE 18 YEARS OF AGE UNLESS SPECIFIC QUALIFICATIONS ARE STATED.

- a) Building Code Board of Appeals – One vacancy to fill upon appointment and to serve at the pleasure of the Mayor. (4 males and 0 females currently serve).
- b) Enterprise Zone Commission - One at-large member to the Enterprise Zone Commission to fill an unexpired term that ends June 30, 2013. This is a nine member commission that meets as needed. (3 males and 5 females current serve).
- c) Housing Trust Fund Committee – One at-large vacancy to fill approved and appointed by the City Council for a three year term that ends January 31, 2015. (1 male and 3 females currently serve).
- d) Planning and Zoning Commission – One vacancy to fill approved and appointed by the City Council for five year term that ends April 30, 2017 and one vacancy to fill an unexpired term that ends April 30, 2014. This is seven member commission. (5 males and 1 female currently serve).

ITEM 8. MAYORAL AND COUNCIL APPOINTMENTS. APPLICANTS MUST RESIDE IN OSKALOOSA AND BE 18 YEARS OF AGE UNLESS SPECIFIC QUALIFICATIONS ARE STATED

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND OTHER APPLICABLE FEDERAL AND STATE LAWS, ALL PUBLIC HEARINGS AND MEETINGS HELD OR SPONSORED BY THE CITY OF OSKALOOSA, IOWA WILL BE ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. PERSONS REQUIRING SERVICE SHOULD CONTACT OSKALOOSA CITY HALL AT (641) 673-9431 FIVE (5) DAYS PRIOR TO THE HEARING OR MEETING TO INFORM THE CITY OF THEIR ANTICIPATED ATTENDANCE.

- a) Water Board - One vacancy to fill appointed by the Mayor with City Council approval for a six year term that ends June 30, 2018. This is a three member board. (3 males currently serve).

REGULAR AGENDA – RESOLUTIONS & MOTIONS:

- ITEM 9. CONSIDER A RESOLUTION OF SUPPORT FOR A VISION IOWA GRANT APPLICATION BY THE MAHASKA COUNTY CONSERVATION BOARD FOR THE CALDWELL PARK IMPROVEMENT PROJECT.**
- ITEM 10. CONSIDER A RESOLUTION ADOPTING THE PROPOSAL FOR PROPERTY, LIABILITY, AUTOMOBILE, EQUIPMENT AND WORKERS COMPENSATION INSURANCE FOR FISCAL YEAR 2013.**
- ITEM 11. CONSIDER A RESOLUTION SETTING DATE FOR PUBLIC HEARING ON AN ORDINANCE TO AMEND THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA WITH RESPECT TO ZONING – DEFINITIONS; USES IN ZONING DISTRICTS CONCERNING SINGLE FAMILY DETACHED, MANUFACTURED HOUSING RESIDENTIAL, MOBILE HOME PARK, AND MOBILE HOME SUBDIVISION; SUPPLEMENTAL USE REGULATIONS – RESIDENTIAL USES; AND FOR OTHER PURPOSES.**
- ITEM 12. CONSIDER A RESOLUTION TO APPROVE THE CONTRACT AND BOND FOR THE HIGHWAY 432 PAVEMENT REHABILITATION PROJECT TO NORRIS ASPHALT PAVING CO., INC. IN THE AMOUNT OF \$321,634.50.**
- ITEM 13. CONSIDER A MOTION APPROVING CHANGE ORDER NO. 2 FOR THE NORTH 7TH & J AVENUE EAST SANITARY SEWER IMPROVEMENTS PROJECT TO SYNERGY CONTRACTING IN THE AMOUNT OF \$1,487.00.**
- ITEM 14. CONSIDER A MOTION APPROVING PAY REQUEST NO. 2 IN THE AMOUNT OF \$25,716.50 TO SYNERGY CONTRACTING LLC FOR THE NORTH 7TH STREET AND J AVENUE EAST SANITARY SEWER IMPROVEMENT PROJECT.**
- ITEM 15. CONSIDER A RESOLUTION APPROVING FINAL ACCEPTANCE OF THE NORTH 7TH AND J AVENUE EAST INFRASTRUCTURE IMPROVEMENTS AND AUTHORIZING THE RELEASE OF RETAINAGE IN THE AMOUNT OF \$8,120.80 TO SYNERGY CONTRACTING, LLC.**
- ITEM 16. REPORT ON ITEMS FROM CITY STAFF.**
- a) City Manager.
 - b) City Clerk.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND OTHER APPLICABLE FEDERAL AND STATE LAWS, ALL PUBLIC HEARINGS AND MEETINGS HELD OR SPONSORED BY THE CITY OF OSKALOOSA, IOWA WILL BE ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. PERSONS REQUIRING SERVICE SHOULD CONTACT OSKALOOSA CITY HALL AT (641) 673-9431 FIVE (5) DAYS PRIOR TO THE HEARING OR MEETING TO INFORM THE CITY OF THEIR ANTICIPATED ATTENDANCE.

c) City Attorney.

ITEM 17. CITY COUNCIL INFORMATION.

ADJOURNMENT

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND OTHER APPLICABLE FEDERAL AND STATE LAWS, ALL PUBLIC HEARINGS AND MEETINGS HELD OR SPONSORED BY THE CITY OF OSKALOOSA, IOWA WILL BE ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. PERSONS REQUIRING SERVICE SHOULD CONTACT OSKALOOSA CITY HALL AT (641) 673-9431 FIVE (5) DAYS PRIOR TO THE HEARING OR MEETING TO INFORM THE CITY OF THEIR ANTICIPATED ATTENDANCE.

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY: Michael Schrock,
City Manager

ITEM TITLE: CALL TO ORDER AND ROLL CALL – 6:30 p.m.

1. Invocation: Pastor Dennis Morey, First Presbyterian Church
2. Pledge of Allegiance
3. Roll Call: _____ Mayor David Krutzfeldt, Council Members:

_____ Caligiuri, _____ Jimenez, _____ Moore, _____ Van Zetten,

_____ Ver Steeg, _____ Walling, _____ Yates.

Explanation:

Not applicable.

BUDGET CONSIDERATION:

Not applicable.

ATTACHMENTS: None



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY:

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. 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:

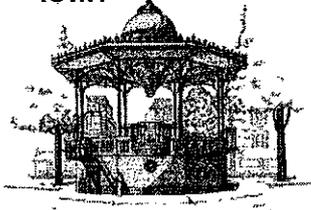
Not applicable.

ATTACHMENTS:

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

- Item 1. Minutes and reports from city council meetings, boards and commissions:**
Staff recommends council receive and file these documents.
- Item 2. Renewal application for Class C Liquor License from Mi Ranchito, Inc., 112 1st Avenue East.**
- No complaints received.
- Item 3. Consider approval of the purchase of one (1) new 2012 Ford 1 ton truck from Carriker Ford for a cost of \$26,671.00; plus \$5,725.00 for platform box and hydraulic system, and \$5,115.00 for new V-plow and fittings from Hawkeye Truck Equipment; for a total of \$37,511.00.**
- City Council approved a total of \$38,000 in 2013 Parks Operating Budget for this purchase.

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY: Michael Schrock,
City Manager

ITEM TITLE: CONSENT AGENDA – ITEM 1

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 and discussed separately.

- A. Approval of Council Minutes and Actions, subject to corrections, as recommended by the City Clerk.
 - 1. June 4, 2012 Regular City Council Meeting Minutes
 - 2. June 18, 2012 Agenda

- B. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - 1. March 1, 2012 Housing Trust Fund Committee Minutes
 - 2. April 12, 2012 Housing Trust Fund Committee Minutes
 - 3. May 3, 2012 Housing Trust Fund Committee Minutes
 - 4. May 21, 2012 Library Board of Trustees Minutes
 - 5. June 4, 2012 Library Board of Trustees Minutes
 - 6. June 11, 2012 Planning & Zoning Commission Minutes

BUDGET CONSIDERATION:

Not applicable.

ATTACHMENTS:

June 4, 2012 Regular City Council Meeting Minutes
March 1, 2012 Housing Trust Fund Committee Minutes
April 12, 2012 Housing Trust Fund Committee Minutes
May 3, 2012 Housing Trust Fund Committee Minutes
May 21, 2012 Library Board of Trustees Minutes
June 4, 2012 Library Board of Trustees Minutes
June 11, 2012 Planning & Zoning Commission Minutes

OSKALOOSA CITY COUNCIL
REGULAR MEETING
June 4, 2012

The Oskaloosa City Council met in regular session on Monday, June 4, 2012, at 6:30 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Caligiuri, Jimenez, Moore, Van Zetten, Ver Steeg, Walling, and Yates.

It was moved by Yates, seconded by Ver Steeg to approve the following consent agenda items:

1. May 21, 2012 Regular City Council Meeting Minutes
2. June 4, 2012 Agenda
3. Receive and file the May 2, 2012 Airport Commission Minutes
4. Claims for May 2012
5. Application for 6 month Class C Liquor License with Outdoor Service from Megan Carmer dba Stix, 132 Pella Avenue subject to Fire Department approval.
6. Renewal application of a Class B Beer Permit from Casey's Marketing Company dba Casey's General Store #2366, 1809 9th Avenue East
7. Renewal application of a Class B Beer Permit from Casey's Marketing Company dba Casey's General Store #2350, 1902 South Market Street.
8. FY 2013 Cigarette Permits

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 such motion approved.

It was moved by Yates, seconded by Ver Steeg to approve the request from the City Manager to close South 1st Street from High Avenue to 1st Avenue from 4:00 p.m. to 10:00 p.m. on Thursday, June 21, 2012 for the Bandstand 100th Anniversary celebration. 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 such motion approved.

Yates introduced Resolution No. 12-06-45 entitled "RESOLUTION APPROVING AND DIRECTING THE CITY CLERK TO TRANSFER FUNDS FROM THE GENERAL FUND TO THE EMPLOYEE FLEX PLAN FUND IN THE AMOUNT OF \$2,000" and moved its approval. Ver Steeg 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 resolution duly adopted.

Yates introduced Resolution No. 12-06-46 entitled "RESOLUTION AUTHORIZING THE USE OF PUBLIC FUNDS TO AID ECONOMIC DEVELOPMENT" and moved its approval. Ver Steeg 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 resolution duly adopted.

Yates introduced "AN ORDINANCE ESTABLISHING A 'NO PARKING ZONE' ALONG THE NORTH SIDE OF E AVE EAST BETWEEN NORTH 3RD STREET AND NORTH 4TH STREET, PROHIBITING THE PARKING OF MOTOR VEHICLES OR OTHER TYPE OF VEHICLES WITHIN SAID NO PARKING ZONE; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF" and moved its approval. Ver Steeg 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. 1320.

Yates introduced Resolution No. 12-06-47 entitled "RESOLUTION SCHEDULING A TIME FOR HEARING FOR CONSIDERING THE MATTER OF LEVYING A SPECIAL ASSESSMENT AGAINST PRIVATE PROPERTY FOR WEED CUTTING BY THE CITY IN ACCORDANCE WITH SECTION 8.20 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. Ver Steeg 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 resolution duly adopted.

It was moved by Ver Steeg, seconded by Moore to approve the request from Main Street Oskaloosa to close High Avenue East from South 1st Street to Market Street on Friday, June 29, 2012 from 4:00 p.m. to 8:00 p.m. for the Community 1st Credit Union children's train. 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 such motion approved.

It was moved by Caligiuri, seconded by Ver Steeg to approve the request from True Value for the use of two parking spaces on June 9, 2012 during Art on the Square and six parking spaces on July 21, 2012 for Ridiculous Days at a cost of \$2.00 per space per day for a total of \$16.00. 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 motion approved.

The Mayor announced there were vacancies on the Building Code Board of Appeals, Enterprise Zone Commission, Housing Trust Fund Committee, Planning and Zoning Commission and Water Board.

Ver Steeg introduced "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA BY CHANGING THE ZONING OF CERTAIN PROPERTIES LOCATED AT 304 NORTH 1ST STREET, 310 NORTH 1ST STREET AND 305 NORTH 2ND STREET FROM R-2, URBAN FAMILY RESIDENTIAL DISTRICT TO UC, URBAN CORRIDOR DISTRICT" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

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

NAYS: Van Zetten

Whereupon the Mayor declared said ordinance duly adopted. The ordinance was assigned No. 1321.

Students from the University of Iowa gave a presentation on the 2012 Oskaloosa Housing Needs Assessment Study from the University of Iowa.

Brad Reiman, Bearence Management Group, reviewed the proposal for employee life insurance, health insurance and flex plan for Fiscal Year 2013.

Moore introduced Resolution No. 12-06-48 entitled "RESOLUTION ADOPTING THE PROPOSAL FOR EMPLOYEE LIFE INSURANCE, HEALTH INSURANCE AND FLEX PLAN FOR FISCAL YEAR 2013" and moved its approval. Ver Steeg 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 resolution duly adopted.

Moore introduced Resolution No. 12-06-49 entitled "A RESOLUTION APPROVING A CONTRACT FOR TECHNICAL ASSISTANCE WITH AREA 15 REGIONAL PLANNING COMMISSION FOR THE PURPOSE OF COMPLETING A SAFE ROUTES TO SCHOOL PLAN" and moved its approval. Yates 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 resolution duly adopted.

Approval of the 2012 Goal Setting Report was removed from the agenda by the Mayor.

It was moved by Jimenez, seconded by Ver Steeg to approve Butler-Brown Insurance, Christenson Development, Curtis Architecture & Design PC, Fagre Baker Daniels, History Pays, McGladrey, Neumann Brothers, Inc., and Structural Engineers PC as vendors for the HOPE VI Main Street Project – Trolley Place. 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 motion approved.

It was moved by Jimenez, seconded by Moore that the meeting adjourn to closed session under Iowa Code Section 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. 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 motion approved. The meeting adjourned to closed session at 7:50 p.m. and reconvened to open session at 8:35 p.m.

It was moved by Yates, seconded by Walling to approve a two year contract with a 6.5% increase and a reduction in the additional ICMA-RC contribution by .78027% for City Manager Michael Schrock effective June 15, 2012. 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 motion approved.

It was moved by Ver Steeg, seconded by Van Zetten that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 8:37 p.m.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

OSKALOOSA HOUSING TRUST FUND COMMITTEE MINUTES
Thursday, March 1, 2012 - 12:00 NOON
Conference Room

The committee meeting was called to order with the following members present: Dan Adams, Bernice Hahn, Julia Ross, Kandes Dalbey, Debbie Stevens, Joe Caligiuri, Kathie Dykstra and Randy Davis. Also present was staff member Laura Russell.

The minutes of the February 2, 2012 meeting were introduced. A motion to approve the minutes was made by Julia Ross and seconded by Joe Caligiuri. The motion was unanimously approved.

The minutes of the February 10, 2012 special meeting were introduced. A motion to approve the minutes was made by Kandes Dalbey and seconded by Julia Ross. The motion was unanimously approved. The committee updated members not present at this meeting regarding the pending housing study to be prepared by the University of Iowa.

The claims list was reviewed. A motion to approve the claims list was made by Bernice Hahn and seconded by Joe Caligiuri. The motion was unanimously approved with Kandes Dalbey abstaining.

Laura Russell noted that three first time home buyer loans have been completed and two additional loans are approved with pending closing dates. Also, two demolition requests have been received.

With no other business the meeting was adjourned at 12:15 PM.

Laura Russell
For the Committee

OSKALOOSA HOUSING TRUST FUND COMMITTEE MINUTES

Thursday, April 12, 2012 - 12:00

Conference Room

The committee meeting was called to order with the following members present: Rob Taylor, Dan Adams, Joe Caligiuri, Kandes Dalbey, Bernice Hahn, Julia Ross, and Debbie Stevens. Also present were City Manager, Michael Schrock and staff members Laura Russell and Chris Schippers.

Rob Taylor recognized Laura for her contributions to the OHTF and her years of service.

The minutes of the March 1, 2012, meeting was introduced. A motion to approve the minutes was made by Bernice Hahn and seconded by Dan Adams. The motion was unanimously approved.

Discussion was held on Dustin Lanphier's request for demolition grant funds for a property located at 1111 2nd Avenue West. Laura advised Mr. Lanphier has yet to provide written bids for the demolition. Bernice Hahn suggested the committee consider a program revision with a build back value requirement. After much discussion, Rob Taylor suggested the subject be revisited at the next meeting. A motion to approve the demolition grant for up to \$4,000 for 1111 2nd Avenue West, contingent on the receipt of two written bids, was made by Kandes Dalbey and seconded by Debbie Stevens. The motion was unanimously approved with Dan Adams abstaining due to a conflict of interest.

The claims list was reviewed. A motion to approve the claims list was made by Rob Taylor and seconded by Julia Ross. The motion was unanimously approved with Kandes Dalbey abstaining due to loan activity on the claims list.

The accounting report was reviewed.

Rob Taylor updated the committee on the University of Iowa Housing Needs Assessment project.

With no other business the meeting was adjourned at 12:40 PM.

Chris Schippers
For the Committee

OSKALOOSA HOUSING TRUST FUND COMMITTEE MINUTES
Thursday, May 3, 2012 - 12:00
Conference Room

The committee meeting was called to order with the following members present: Rob Taylor, Dan Adams, Joe Caligiuri, Kandes Dalbey, Kathie Dykstra, Bernice Hahn, Julia Ross, and Debbie Stevens. Also present were City Manager, Michael Schrock and staff member Chris Schippers.

The minutes of the April 12, 2012, meeting was introduced. A motion to approve the minutes was made by Kandes Dalbey and seconded by Dan Adams. The motion was unanimously approved.

Mike Schrock provided committee members with a revised draft of the By-Laws. After much discussion, it was decided to make the following revisions to the By-Laws: reduce the OHTF membership to 11 participants, consisting of a representative of six contributors, and five community at-large representatives, set a term life for all members to 3-years, assign term expiration to existing committee members, and add an attendance requirement. Mike will provide revised By-Laws for the next meeting.

The claims list was reviewed. A motion to approve the claims list was made by Debbie Stevens and seconded by Kandes Dalbey. The motion was unanimously approved with Dan Adams and Julia Ross abstaining due to loan activity on the claims list.

The accounting report was reviewed.

Mike Schrock advised the city has obtained ownership of a dilapidated residential property. He indicated the city may acquire additional properties in the future and asked if OHTF funds can be utilized for demolitions. It was the consensus of the committee to consider demolition funds to the city on a case by case basis.

Discussion on build back requirements as tabled, due to time constraints.

Rob Taylor updated the committee on the University of Iowa Housing Needs Assessment project.

With no other business the meeting was adjourned at 12:55 PM.

Chris Schippers
For the Committee

MINUTES
OSKALOOSA PUBLIC LIBRARY BOARD OF TRUSTEES
MONDAY – MAY 21, 2012 -- 4:00 P.M.

The meeting was called to order by President Mike Sytsma. Roll call was taken by Board secretary Susan Hasso with Trustees Judy Bishop, Josh Buckingham, Michael Collins, Paul Groenenboom, Bryan Johnson, Kathy Rothfus, and Candace Slobe present. Also present were Library Director Wanda Gardner and Keith Miller, president of the Friends.

Minutes: Sytsma called for a motion to approve the April 23, 2012, minutes. Bishop offered two corrections. In the Friends' Report the spelling of Downton Abbey was not correct. Under the Director's Report in the section on Wilbor, Bishop asked that the word and between \$300 and 9 cents be changed because it made the sentence unclear. Motion was made by Bishop, seconded by Slobe, to approve the minutes of the April 23, 2012, meeting as corrected. Motion passed.

Board Correspondence, Public Input, or Friends Report:

Keith Miller, president of the Friends, reported that members of the Friends met with Joe Crookham concerning a memorial donation in memory of Judge James and Mary Reilly. Crookham is contacting the Rielly family about their wishes. In the fall the Friends are planning a book discussion program based on the book Downton Abbey, a popular IPTV series. Board secretary Susan Hasso shared two pieces of correspondence with the Board. One was from Sarah Uthoff, who does a program on Laura Ingalls Wilder, thanking the library for having her speak. The second were letters from a high school student and her supervisor, thanking Linda Fox, Youth Librarian, for allowing the student to job shadow her.

Library Investments: David Ahmad from Edward Jones gave a presentation to the Board on the library's investments and answered questions. The Board will be reviewing the library's Investment Policy.

Director's Report:

Crisis Intervention Services: Gardner told the Board that she is working with the Director of Crisis Intervention Services concerning temporary library cards issued to CIS clients in the past and the materials that have not been returned. The goal is to get a system in place that would alleviate future losses and to have the shelter look for materials that might have been left behind when clients leave the shelter.

Large Print Books: Gardner said that she has dropped the library's standing orders of large print adult books from Gale and Center Point Press to save an annual outlay of about \$6000. She will now be purchasing new, large print books from overstock companies at a cost of \$6.00-\$7.00 a book, compared to \$25.00 per title on the standing order programs.

Boilers: Gardner said that she and David Dixon, City Attorney, received an e-mail last week from Cunningham, Inc. concerning the library's boilers. Tom Walling is awaiting one further report from a supplier before providing a response to the library.

AHUs: The library received the bill for the hard-wiring between the air-handlers and the condensers. We were billed for the actual time and supplies spent on the project, which was \$4333.61, well below their bid of \$13,576.

Roof Repairs: Shankster Masonry has finished the raking and sealing of the limestone parapet. The bill was \$8683.00 as per the quote.

Sliding Front Doors: The library's inside sliding doors are now working after having a new sensor installed. The cost was \$849.00.

Reading Garden: The paving bricks that cross the driveway from the library's front door are too rough and worn to be considered ADA (Americans with Disabilities Act) accessible. There is also a sidewalk curb that leads into the Reading Garden area that needs to be cut down and a textured ramp installed. The city has given the names of three companies to do the cuts in city sidewalk curbing. Gardner has contacted one of the companies to do the work, and she will turn the bill over to the Friends.

New Carpeting: The Building and Grounds Committee is looking at re-carpeting the director's office and the administrative assistant's office. Matthew Carpet will do the two offices at a cost of \$1142.00. Modern Floor Covering will possibly be installing carpet squares in the genealogy room before the adult computer lab is moved into the space. Likewise, there may be carpet installed in the area where the DVD shelving will be moved. Gardner said that replacing worn carpet strips in the entrance mat will be very beneficial to keeping the new carpet cleaner.

Howard France: Nona France, niece of library benefactor Howard France, informed the library that there are additional Howard France funds to be claimed by the library since France left a substantial bequest to the library several years ago. The library will need to complete and submit the paperwork in order to receive the funds.

Long Overdue Materials: Gardner told the Board about two instances of long overdue materials.

End of the Fiscal Year Bills: Gardner told the Board that the library has paid only 11 MidAmerican Energy, Certified Pest Control, and Midwest Sanitation bills. Gardner also told the Board that due to funds left in the general fund, the library might be able to do some additional projects during this fiscal year rather than waiting until next year.

Committee Reports:

Staff Committee - Jane Ireland, chair: No report.

Budget & Finance Committee – Judy Bishop, chair: No report.

Policy & Planning Committee – Candace Slobe, chair: No report.

Technology Committee – Kathy Rothfus, chair: No report.

Building & Grounds – Bryan Johnson, Chair: Johnson said that the Building and Grounds Committee met to discuss current projects, look at what has been accomplished, and look at projects for next year. The committee also talked about the new carpet.

Unfinished Business: Motion was made by Johnson, seconded by Groenenboom, to re-carpet the two offices on the second floor at a cost of \$1144 from Matthew Carpet with the cost coming from the General Fund. After discussion, a vote was taken and the motion passed.

New Business: None

Financial Report/Approval of claims: Motion was made by Groenenboom, seconded by Collins, to approve payment of the May claims. Motion passed. Motion was made by Rothfus, seconded by Slobe, for the Board to meet on June 4, 2012, at 4:00 p.m. to finish financial business for 2012 fiscal year. Motion passed.

There was an introduction of the new library board member Josh Buckingham.

President's Remarks: None

Adjournment: Motion was made by Slobe, seconded by Johnson, to adjourn. Motion passed.

A special Board meeting will be held on Monday, June 4, 2012, at 4:00 p.m. in the library meeting room.

The next regular meeting will be on Monday, June 25, 2012, at 4:00 p.m. in the library meeting room.

Respectfully submitted,

Susan Hasso
Library Administrative Assistant
for the Board

MINUTES
OSKALOOSA PUBLIC LIBRARY BOARD OF TRUSTEES
MONDAY – JUNE 4, 2012 -- 4:00 P.M.
Special Meeting

The meeting was called to order by President Mike Sytsma. Roll call was taken by Board secretary Susan Hasso with Trustees Josh Buckingham, Michael Collins, Paul Groenenboom, Jane Ireland, Bryan Johnson, Kathy Rothfus, and Candace Slobe present. Also present was Library Director Wanda Gardner.

Gardner told the Board that there was \$13084.22 left in the General Fund budget. Because of an overage in the Library Maintenance Fund budget of \$2717.40, that amount will now be deducted from the General Fund budget. At the March Board meeting, the motion to approve the hardwiring of the air-handling units stated “with the funds coming from the Library Maintenance Fund and other sources as needed. Motion passed.” That leaves \$10,366.82 in the General Fund budget along with \$5994.73 remaining in the Memorial Fund budget. If the Board approves payment of the claims for the end of the FY 2011-2012, there will be a balance of \$0.00 in the General Fund budget and a balance of \$217.26 in the Memorial Fund budget. After discussion, motion was made by Ireland, seconded by Collins to approve payment of the claims for the end of the FY 2011-2012. Motion passed.

Building and Grounds will meet before the regular June Board meeting. Gardner said that the library needed more security labels for processing materials, so she would be ordering them. She also told the Board that Eldon Zook had looked at the bricks in the library’s driveway and the curb leading into the reading garden. He had made some recommendations.

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

The next regular meeting will be on Monday, June 25, 2012, at 4:00 p.m. in the library meeting room.

Respectfully submitted,

Susan Hasso
Library Administrative Assistant
for the Board

CITY OF OSKALOOSA
MINUTES OF PLANNING & ZONING COMMISSION MEETING
June 11, 2012

A regularly scheduled meeting of the Planning and Zoning Commission for the City of Oskaloosa was called to order at 4:32 p.m. on Monday, March 12, 2012, by Chairmen Jon Zobel, at 220 South Market Street, Oskaloosa, Iowa.

COMMITTEE MEMBERS PRESENT: Chairmen Jon Zobel, Brian Booy, Michelle Purdum, and Charlie Comfort; COMMITTEE MEMBERS ABSENT: R. D. Keep; CITY STAFF PRESENT: Public Works Director: Akhilesh Pal and Building Official: Dan Bolt;

Comfort moved and Purdum seconded to approve the minutes from the April 11, 2012 Planning and Zoning meeting.

Committee member R. D. Keep was absent when the April 11, 2012 meeting minutes were approved. He joined the meeting at 4:45 P.M. to discuss the zoning ordinance revisions.

The item discussed was the ordinance to amend the City Code of the City of Oskaloosa, Iowa with respect to Zoning – definitions; Uses in zoning districts concerning single family detached, manufactured housing residential, mobile home park, and mobile home subdivision; Supplemental use regulations – residential uses; and for other purposes. Pal gave a brief synopsis of the request to change the zoning ordinance and to bring it in compliance with the 2011 Iowa Code. He explained the difference between the various factory built homes and the reasons for modification in the city code. Booy mentioned some examples of existing factory built homes and questioned the category of each home and how this ordinance revision will restrict these factory built homes. Bolt responded that the revisions will create limitations to install manufactured homes but will not restrict the installation of these homes by zoning. Iowa code does not permit local authorities to discriminate against factory built homes. Booy asked whether a mobile home can be placed in the existing R-4 zone, to which Bolt responded that mobile homes can be placed only in the R-4 zone. Zobel agreed that this ordinance revision will allow the city to enforce some limitations on all factory built homes. Pal noted that there is an error in paragraph (G) of Section 17.22.030. Booy moved and Comfort seconded to approve the recommendation for the zoning ordinance revision with a stipulation to correct the error. YES: Zobel, Booy, Purdum, Comfort and Keep; NO: None; ABSENT: None; All approved, Motion Carried.

Chairmen Zobel adjourned the meeting at 4:50 PM.

Minutes by Akhilesh Pal

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 2

Consider approval of a renewal application for a Class C Liquor License from Mi Ranchito, Inc., 112 1st Avenue East.

EXPLANATION:

The application is complete and in order for approval.

Staff recommends approval.

BUDGET CONSIDERATION:

\$845.00 Revenue to the General Fund

ATTACHMENTS: None



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY: Parks Department

ITEM TITLE: CONSENT AGENDA – ITEM 3

Consider approval of the purchase of one (1) new 2012 Ford 1 ton truck from Carriker Ford for a cost of \$26,671.00; plus \$5,725.00 for platform box and hydraulic system, and \$5,115.00 for new V-plow and fittings from Hawkeye Truck Equipment; for a total cost of \$37,511.00.

SUMMARY:

Staff proposes to purchase a new Ford 1 ton truck from Carriker Ford in Oskaloosa for a cost of \$26,671.00. The new equipment will replace the currently used 1995 Dodge 1 ton truck.

EXPLANATION:

The City went through the IDOT bid process and determined that Stiver's Ford in West Des Moines was low bidder on 1 ton trucks. Local dealers Carriker Ford and Clemon's were contacted and both matched the IDOT bids. Low bids for the flat bed and V-plow were received from Hawkeye Truck Equipment.

- 1) Carriker Ford: \$26,670
- 2) Clemon's Chevrolet: \$27,000

BUDGET CONSIDERATION: A total of \$38,000 was approved in 2013 Parks Operating Budget line item # 001-4030-6710 for this purchase.

RECOMMENDED ACTION: Staff recommends that the City Council approve the purchase of a new 1 ton truck from Carriker Ford and flat bed with snow plow from Hawkeye Truck Equipment.

ATTACHMENTS:

Bid sheets from Carriker Ford and Hawkeye Truck Equipment.



4-18-2012

PREPARED FOR:
CITY OF OSKALOOSA
NICK WITT

PREPARED BY:
MATT CARRIKER
CARRIKER FORD

THIS IS A QUOTE ON A 2012 FORD F350 SUPERCAB CHASSIS CAB
4x4 DUAL REAR WHEEL 162" WHEELBASE.

OXFORD WHITE
CLOTH 40/20/40 SEATS
XL TRIM
AIR CONDITIONER
AM/FM STEREO/CLOCK
6.2L EFI V8 ENGINE
6-SPEED AUTOMATIC TRANSMISSION
LT245 BSW ALL-SEASON 17" TIRES
3.73 REG AXLE
13,300 GVWR PACKAGE
ENGINE BLOCK HEATER
SNOW PLOW PACKAGE
CAB TO AXLE MEASUREMENT IS 60 INCHES

YOUR PRICE= 26,670

*THIS QUOTE IS BASED ON TODAY'S PRICES AND MY NOT
REFLECT THE ACTUAL PRICE UNTIL THE VEHICLE IS ORDERED
WITH FORD.

Q U O T A T I O N



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
 DES MOINES, IOWA 50318-0283
 1-800-622-8223 • 515-289-1765

" The Complete Truck Equipment Center "

Job No.	14971
Quote Date	04/16/12
Expire Date	05/16/12

Customer: 536500
 CITY OF OSKALOOSA
 220 SOUTH MARKET

OSKALOOSA IA 52577

N10				
CONTACT: ***ORDER***				

ATTENTION: NICK

PHONE: 641-569-3416

FAX: 641-673-3992

1-OMAHA STANDARD BADGER SERIES PLATFORM MODEL B9W, 9' X 96" WIDE, 1/8" THICK STEEL TREADPLATE FLOORING & REAR SKIRT, 6" STRUCTURAL STEEL CHANNEL LONGSILLS, HIGH STRENGTH CROSSMEMBERS, 2 X 4 STAKE POCKETS ON 24" CENTERS, 1/4" X 2" BANDING RAILS ON BOTH SIDES, CONTOURED BULKHEAD WITH A LOUVERED REAR WINDOW, NEW E-COAT DIPPING PROCESS PROVIDES MAXIMUM RUST PROTECTION, HIGH GLOSS BLACK FINISH, 3 YEAR/36,000 MILE LIMITED WARRANTY, ALL CLEARANCE LIGHTS AND REFLECTORS TO MEET FMVSS #108, MUD FLAPS BEHIND REAR WHEELS, COMPLETELY INSTALLED, F.O.B. DES MOINES, IA.

1-OMAHA STANDARD 515SE LOW PROFILE DROP HINGE HOIST, SINGLE ACTING HOIST (POWER UP/GRAVITY DOWN), ELECTRIC/HYDRAULIC, 5" BORE, 15-1/2" STROKE, 2" DIAMETER ROD, ON 60" CA TRUCK IT HAS 8-TONS OF LIFTING CAPACITY AT A 45 DEGREE DUMP ANGLE, COMPLETELY INSTALLED, F.O.B. DES MOINES, IA.

TO BE INSTALLED ON A 2012 F-350 WITH A 60" CAB TO AXLE MEASUREMENT

THANK YOU FOR THE ORDER,
 JOSH GOODE

Sub total	\$	5,725.00
Sales Tax	\$	0.00
Freight	\$	0.00
FRT	\$	0.00
Total	\$	5,725.00

Q U O T A T I O N



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
 DES MOINES, IOWA 50316-0283
 1-800-622-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Job No.	14987
Quote Date	04/30/12
Expire Date	05/30/12

Customer: 536500
 CITY OF OSKALOOSA
 220 SOUTH MARKET
 OSKALOOSA IA 52577

Terms				
N10				
Contact	JG Order Ink			

ORDER

ATTN: NICK

PHONE: 641-569-3416

FAX: 641-673-3992
~~641-673-3416~~

1- BOSS 9'2" HVY DUTY (STEEL) VEE PLOW, SMART HITCH ONE MAN MOUNTINGS, LIGHTS WITH TURN SIGNALS, SMART CONTROLLER, 110" MOLDBOARD WIDTH AT STRAIGHT; 96" MOLDBOARD WIDTH AT VEE, 95" MOLDBOARD WIDTH AT SCOOP, 95" MOLDBOARD WIDTH AT 30 DEGREE ANGLE; 30-1/2" HIGH RED STEEL MOLDBOARD, SIX REINFORCEMENT RIBS, FULL MOLDBOARD TRIP, 4 TRIP SPRINGS, MARKERS, 2 YEAR WARRANTY ON PARTS AND LABOR, COMPLETELY INSTALLED.

TO BE INSTALLED ON A 2012 FORD F-350 WITH SNOW PLOW PREP PACKAGE

THANK YOU FOR THE ORDER,
 JOSH GOODE

Sub total	\$	5,115.00
Sales Tax	\$	0.00
Freight	\$	0.00
FET	\$	0.00
Total	\$	5,115.00



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY: Michael Schrock,
City Manager

ITEM TITLE: REQUESTS FROM THE GENERAL PUBLIC

Consider a request from Mahaska Health Partnership (MHP) for use of streets and recreation trail for the 2nd Annual Run in the Sun, a 5K Run and 1-mile Walk, to be held Saturday, July 28, 2012.

EXPLANATION:

Cathy Stahl, MHP Marketing and Development Director, has submitted a request for the 2nd Annual Run in the Sun, a 5K Run and 1-mile walk, to be held Saturday, July 28, 2012, beginning at 8:30 a.m. The event will begin and end at the Lacey Sports Complex. They are requesting use of Orchard Avenue, M Avenue West and Laveen Street from 8:30 a.m. to 10:00 a.m. as well as portions of the recreation trail in the general vicinity.

They are also requesting permission to place banners along the race route using the trail to promote the sponsors of the event. Police Chief McGee has approved the route and use of the trail and streets.

The event is being held to raise awareness and funds for the MHP Hospice Serenity House and provide a fun, physical activity for all ages in the community.

Staff recommendation: Approve event.

BUDGET CONSIDERATION:

To be determined.

ATTACHMENTS:

Letter, Map, Certificate of Insurance.

June 7, 2012

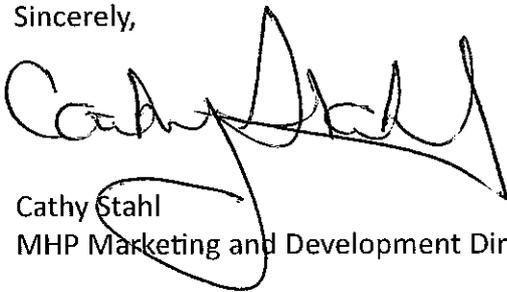
To Whom it May Concern:

The Mahaska Health Partnership Foundation is requesting your support of the 2nd Annual Run in the Sun, a 5K Run and 1-mile walk to be held Saturday, July 28th at 8:30 am. The event will begin and end at the Lacey Sports Complex. We are asking for access to the local streets including Orchard Avenue, M Avenue West and Laveen Street between the hours of 8:30 and 10:00 am as well as the recreation trail in the general vicinity. We would also like to place banners along the race route using the trail to promote the sponsors of our event. The banners will be placed before the race and removed promptly at the conclusion of the race.

The race route has been determined and an illustration is attached. Police Chief Jake McGee has approved our route and use of the trail and streets. The MHP Foundation and the Run in the Sun committee would appreciate the council's support as we work to raise awareness and funds for the MHP Hospice Serenity House and provide a fun, physical activity for all ages in the community.

If you have questions concerning this request, please contact me at 641-672-3369 or email cstahl@mahaskahealth.org.

Sincerely,



Cathy Stahl
MHP Marketing and Development Director



2012



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY: CITY COUNCIL

ITEM TITLE: ANNOUNCEMENT OF VACANCIES. APPLICANTS MUST RESIDE IN OSKALOOSA AND BE 18 YEARS OF AGE UNLESS SPECIFIC SPECIFICATIONS ARE STATED.

- a) Building Code Board of Appeals – One vacancy to fill upon appointment and to serve at the pleasure of the Mayor. (4 males and 0 females currently serve).
- b) Enterprise Zone Commission - One at-large member to the Enterprise Zone Commission to fill an unexpired term that ends June 30, 2013. This is a nine member commission that meets as needed. (3 males and 5 females current serve).
- c) Housing Trust Fund Committee – One at-large vacancy to fill approved and appointed by the City Council for a three year term that ends January 31, 2015. (1 male and 3 females currently serve).
- d) Planning and Zoning Commission – One vacancy to fill approved and appointed by the City Council for a five year term that ends April 30, 2017 and one vacancy to fill an unexpired term that ends April 30, 2014. This is seven member commission. (5 males and 1 female currently serve).

EXPLANATION:

This item is reserved to provide the most current information about existing or upcoming vacancies for Boards, Committees, or Commissions filled by appointment of the Mayor, or the City Council. Appointment to fill vacancies requires a separate action or confirmation by the City Council.

BUDGET CONSIDERATION:

Not applicable, report(s) only.



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY: David Krutzfeldt,
Mayor

ITEM TITLE: MAYOR AND COUNCIL APPOINTMENTS

Consider appointment to the Water Board.

EXPLANATION:

The term of Ron Padgett on the Water Board expires at the end of June. He does not wish to be reappointed. The city has received applications from Errin Keltner, Shawn R. Langkamp and Jim Ide for the position. Appointments to the Water Board are for six years and are made by the Mayor with City Council approval. This is a three member board with three males currently serving. The appointment has been advertised for at least three months to meet the gender balance requirement.

Recommended Action: Approve Mayor's appointment of Errin Keltner, Shawn R. Langkamp or Jim Ide to the Water Board for a six year term that ends June 30, 2018.

BUDGET CONSIDERATION

Not applicable.

ATTACHMENTS: Applications from Errin Keltner, Shawn R. Langkamp and Jim Ide.

CITY OF OSKALOOSA

BOARD & COMMISSION APPLICATION

NAME: Errin Keltner DATE: 6-1-12

ADDRESS: 1710 South Park Ave.

PHONE NO. (Day) 641-891-3981 (Evening) Same

BOARD OR COMMISSION APPLYING FOR: Water Board

REQUEST TO FOREGO INTERVIEW PROCESS? Yes, No

WHY INTERESTED: Civic Duty, long history of municipal functionality, Education

EXPERIENCE BENEFICIAL TO BOARD OR COMMISSION: Gardner & Associates 2005 - Present
City of Des Moines 2002 - 2005, Veckman & Kimm 1987 - 1990,
City of Johnson 1990 - 1992, City of Des Moines Engineers 1992 - 1993,
State of Iowa 1994 - 2002

OTHER CIVIC EXPERIENCE: Boy Scouts, Thank you

PLEASE RETURN TO THE CITY CLERK'S OFFICE

CITY OF OSKALOOSA

BOARD & COMMISSION APPLICATION

NAME: Shawn R. Langkamp DATE: May 14, 2012

ADDRESS:

619 North Seventh ST Oskaloosa, Iowa 52577

PHONE NO. (Day) 641-672-2181 (Evening) 641-672-2483

BOARD OR COMMISSION APPLYING FOR: Water Board

REQUEST TO FOREGO INTERVIEW PROCESS? Yes, No

WHY INTERESTED: I believe a safe water supply is essential to the community;
as our community grows it becomes more complex and costly to provide water to
old and new areas.

EXPERIENCE BENEFICIAL TO BOARD OR COMMISSION: _____

I am foremost a citizen and consumer of the water - I want it safe and reliable.

I am also a small business person and have experience in the financial side of

operating a business. Our business must serve all people across the spectrum

of the community as the water department does - this can be a delicate situation,

balancing justice and grace.

OTHER CIVIC EXPERIENCE: I have served on several not-for-profit boards in many

capacities. YMCA Board, Hospice Auxiliary Board, Crisis Intervention Services

Board; PTO at the Elementary School.

PLEASE RETURN TO THE CITY CLERK'S OFFICE

CITY OF OSKALOOSA

BOARD & COMMISSION APPLICATION

NAME: Jim Ide DATE: 5-4-12

ADDRESS: 808 So. H St

PHONE NO. (Day) 641-673-7711 (Evening) JAWC

BOARD OR COMMISSION APPLYING FOR: Water Board

REQUEST TO FOREGO INTERVIEW PROCESS? Yes, No

WHY INTERESTED: past member of council & water board. want to be involved again

EXPERIENCE BENEFICIAL TO BOARD OR COMMISSION: past member 1995 - 2002

OTHER CIVIC EXPERIENCE: City Council

PLEASE RETURN TO THE CITY CLERK'S OFFICE



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY: City Manager's Office

ITEM TITLE:

Consider a resolution of support for a Vision Iowa grant application by the Mahaska County Conservation Board for the Caldwell Park Improvement Project.

EXPLANATION:

The Mahaska County Conservation Board intends to apply for Vision Iowa grant funds to offset construction expenses associated with improvements to the County's Caldwell Park Improvement Project. As part of the grant application, a resolution of support is necessary to indicate the level of interest by the community and stakeholders. The County Conservation Board is seeking a resolution of support from the City of Oskaloosa at this time.

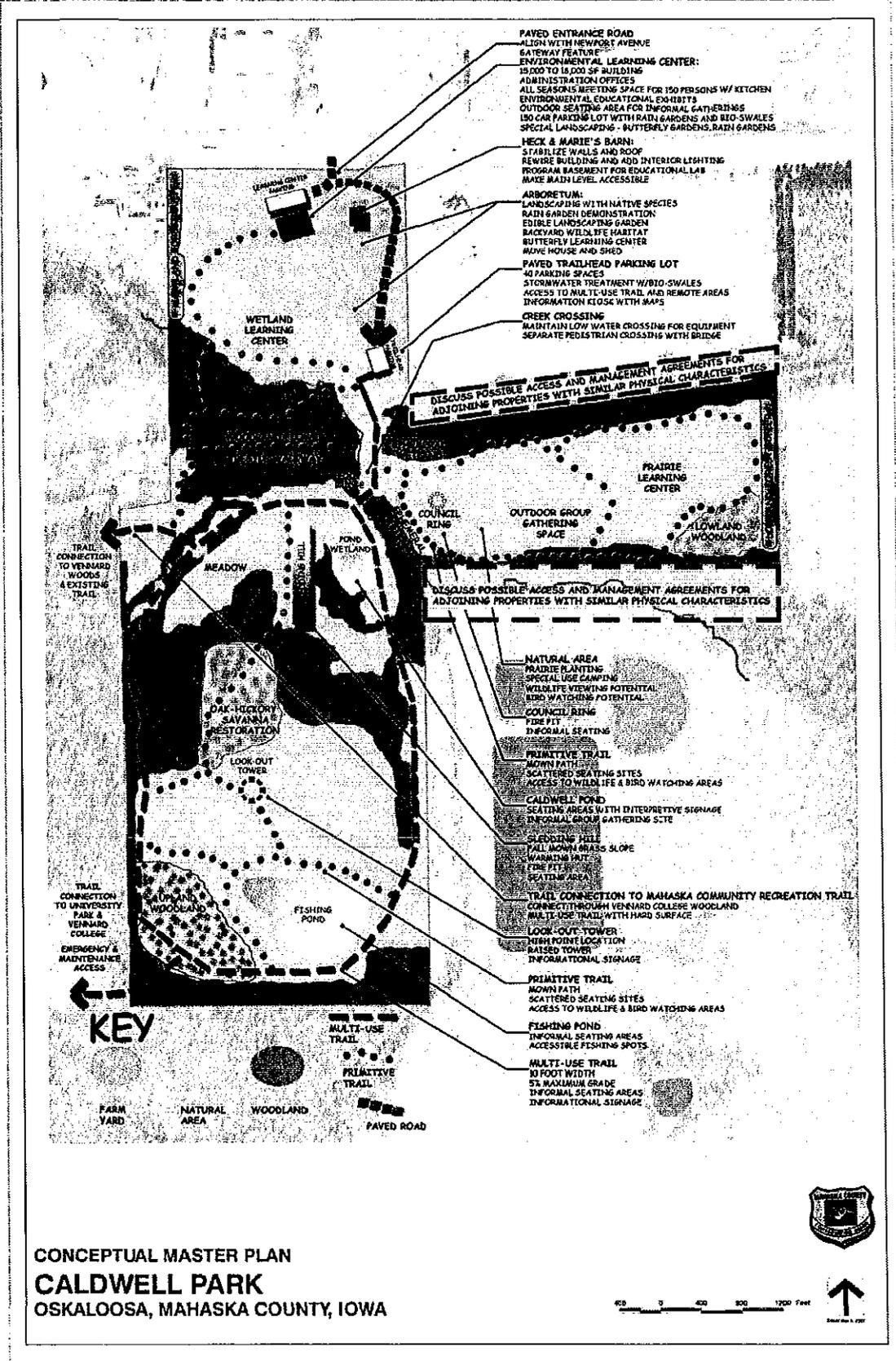
This item includes a presentation by County Conservation Director, David Sedivec.

BUDGET CONSIDERATION:

None at this time.

ATTACHMENTS:

Resolution



RESOLUTION NO. _____

**A RESOLUTION SUPPORTING A VISION IOWA GRANT
APPLICATION BY THE MAHASKA COUNTY CONSERVATION
BOARD FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS
AT CALDWELL PARK**

WHEREAS, The Mahaska County Conservation Board was established in January 1975 and the purpose of the Conservation Board is to provide quality parks, recreation, conservation, and environmental education opportunities for the public; and

WHEREAS, The Mahaska County Conservation Board seeks to ensure that future generations have ample opportunity to enjoy parks, natural resources and the scenic beauty that Mahaska County has to offer; and

WHEREAS, Environmental Education is the cornerstone of the Mahaska County Conservation Board's conservation philosophy and is dedicated to educating the public to better understand, appreciate, and protect the environment that sustains us all; and

WHEREAS, improvements made to the Caldwell Park in Mahaska County will further the mission, values, goals and philosophy of the Mahaska County Conservation Board and;

WHEREAS, funding through the Vision Iowa Grant Program is a viable source to assist and expedite the completion of the facility for the betterment of the residents of the City of Oskaloosa and Mahaska County.

NOW THEREFORE, BE IT RESOLVED that the City Council of Oskaloosa, Iowa supports the Mahaska County Conservation Board and their efforts to construct improvement at Caldwell Park;

BE IT FURTHER RESOLVED that a grant application to the Vision Iowa Grant Program is hereby supported.

Passed and approved this 18th day of June, 2012.

David Krutzfeldt, Mayor

Attest:

Amy Miller, City Clerk

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE:

Consider a resolution adopting the proposal for Property, Liability, Automobile, Equipment and Workers Compensation Insurance for Fiscal Year 2013.

Explanation:

Steve Brown, Butler-Brown Insurance, will be present to review the proposal. The total insurance package is increasing \$1,523 for next fiscal year. The proposal is included with your agenda packet.

Staff recommends review of plans and approval of the property, liability, automobile, equipment and workers compensation insurance for fiscal year 2013.

BUDGET CONSIDERATION:

Total annual insurance expense is \$161,067. This item is specifically included in the FY 2013 city council approved budget in the amount of \$180,082.

ATTACHMENTS:

1. Resolution
2. July 1, 2012 Insurance proposal & summary of insurance

RESOLUTION NO. _____

**RESOLUTION ADOPTING THE PROPOSAL FOR PROPERTY, LIABILITY,
AUTOMOBILE, EQUIPMENT AND WORKERS COMPENSATION INSURANCE
FOR FISCAL YEAR 2013**

WHEREAS, the City Council annually renews the property, liability, automobile, equipment and workers compensation insurance as shown on the attached renewal proposal.

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Oskaloosa, Iowa, that upon review of the proposal for property, liability, automobile, equipment and workers compensation insurance, as prepared and presented, hereby approve and adopt said renewal proposal effective July 1, 2012.

PASSED AND ADOPTED this 18th day of June, 2012.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk



Butler-Brown Insurance

A Division of MidWestOne Insurance Services, Inc.

Insurance Proposal for
CITY OF OSKALOOSA
Effective July 1, 2012

<u>Premium Summary</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Property:	\$ 18,967	\$ 21,138 *	\$ 23,327	\$ 26,472
Equipment & Computers:	15,998	15,721	15,228	14,046
General Liability:	11,654	11,602	10,372	12,059
Automobile:	22,676	23,408	24,420	26,096
Umbrella Liability:	<u>13,758</u>	<u>13,943</u>	<u>14,711</u>	<u>14,711</u>
Package Total:	\$ 83,053	\$ 85,812	\$ 88,058	\$ 93,384
Workers Compensation:	\$ 39,820	\$ 41,939	\$ 35,835	\$ 31,941
Law Enforcement Liability:	17,496	17,496	16,635	16,644
Public Officials Liability:	10,680	10,713	10,545	10,545
Employment Practices Liability:	<u>8,526</u>	<u>8,526</u>	<u>8,471</u>	<u>8,553</u>
Total Premiums:	\$159,575	\$164,486	\$159,544	\$161,067

* Equipment Breakdown was added to the property coverage in 2010 to replace a separate boiler and machinery policy that had an October expiration date.

Underwriting Companies:

Cincinnati Insurance Company: Package
Best's Rating: A+

Iowa Municipalities Workers Compensation Association (IMWCA): Workers Compensation
Reinsured by NLC Mutual Insurance Co.: Best's Rating: A

Scottsdale Indemnity Company: Law Enforcement Liability
Best's Rating A+ Public Employees Liability
Employment Practices Liability

309 High Avenue East PO Box 410 Oskaloosa, IA 52577-0410 Email: bbins@butlerbrown.com
Phone: 641.673.8603 Toll Free: 800.934.7763 Fax: 641.673.9853 www.MidWestOneInsurance.com

Products from MidWestOne Insurance Services, Inc. are not a deposit, not FDIC insured, not insured by any Federal Government Agency and not guaranteed by or obligation of any MidWestOne Financial Group, Inc. member bank or affiliate.

CITY OF OSKALOOSA

Insurance Proposal
Effective July 1, 2012
Page # 2

Policy Terms:

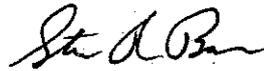
All policies are written for a term of one year.

Coverage Changes:

- The premiums shown for 2009, 2010 and 2011 do not include changes made during the year.
- Values on buildings and personal property are increased from \$18,139,500 to \$18,819,540 due to revised replacement cost estimates.
- Projected expenditures on general liability are increased from \$2,954,244 to \$3,978,000.
- Projected golf course receipts on general liability are decreased from \$216,068 to \$8,800.
- Scheduled Equipment is decreased by \$193,653 due to revised valuations and the disposal of golf course equipment
- Computer Equipment is increased by \$66,148 due to revised valuations and the addition of equipment primarily at the library.
- On Automobile, three new vehicles were added during the policy year and six were deleted.
- On Workers Compensation, the total payroll is decreased from \$1,914,065 to \$1,833,083. The experience modification factor has increased from .84 to .85. Additional discounts applied by the company for good experience, longevity, and large premium discount have increased from 25% to 29%. Also a separate 18% good experience bonus was added.

Terrorism Insurance Coverage:

Coverage for certified acts of terrorism is included at no additional charge on the law enforcement, public officials, and employment practices liability policies. There is a charge of \$839 to include this on the package policy. This is optional and is not included in the package quote. The Council has decided not to purchase this coverage in the past.



Steven R. Brown, CPCU



Butler-Brown Insurance

A Division of MidWestOne Insurance Services, Inc.

CITY OF OSKALOOSA

Summary of Insurance

Cincinnati Insurance Company - Policy #CPP 089 28 46
Effective 07/01/2012 to 07/01/2013

PROPERTY:

Perils: Special Form including Equipment Breakdown

Deductible: \$5,000 Per Occurrence

Coinsurance: 90% with Agreed Value Endorsement

Valuation: Replacement Cost

Blanket Coverage on Buildings: \$16,887,960

Blanket Coverage on Business Personal Property: \$ 1,931,580

* Based on Statement of Values which is on file with Company.

Includes:

Valuable Papers (deductible waived)	\$ 25,000
Accounts Receivable (deductible waived)	\$ 25,000
Business Income & Extra Expense (no deductible)	\$ 25,000
Debris Removal	25% of Loss
Pollutant Cleanup after a Loss	\$ 10,000
Ordinance or Law	\$ 10,000
Business Personal Property off Premises	\$ 10,000
Newly acquired or constructed property for up to 90 days or to expiration:	
Buildings:	\$ 1,000,000
Personal Property:	\$ 500,000
Ordinance or Law: (for City Hall & Library)	\$ 50,000 each

GENERAL LIABILITY:

\$ 500,000 Each Occurrence Limit

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations Aggregate Limit

\$ 500,000 Personal & Advertising Injury Limit

\$ 500,000 Fire Damage Limit

\$ 10,000 Medical Expense Limit Per Person

Form of Coverage: Occurrence

Deductible: \$1,000 per claim on bodily injury liability

\$1,000 on property damage caused by sewer backup

Medical Expense coverage is limited to all buildings owned and occupied by the insured and sidewalks abutting such buildings.

309 High Avenue East PO Box 410 Oskaloosa, IA 52577-0410 Email: bbins@butlerbrown.com
Phone: 641.673.8603 Toll Free: 800.934.7763 Fax: 641.673.9853 www.MidWestOneInsurance.com

Products from MidWestOne Insurance Services, Inc. are not a deposit, not FDIC insured, not insured by any Federal Government Agency and not guaranteed by or obligation of any MidWestOne Financial Group, Inc. member bank or affiliate.

CITY OF OSKALOOSA

Summary of Insurance

July 1, 2012

Page # 2

General Liability (cont.)

Exclusions included:

- Operations of Airport, Water & Police Departments
- Professional Services (Firefighters & Police Department)
- Liability related to lead and asbestos.

EMPLOYEE BENEFITS LIABILITY:

\$1,000,000 Each Claim

\$3,000,000 Aggregate

\$ 1,000 Deductible applies to each claim

Form of Coverage: Occurrence

AUTOMOBILE:

\$500,000 Liability limit each accident including Hired & Non-Owned autos

\$ 40,000 Uninsured & Underinsured Motorists limit each accident

Comprehensive: \$250 deductible - see schedule in policy

Collision: \$1,000 deductible - see schedule in policy

Hired Auto Physical Damage: \$25,000 Limit, Primary Basis

\$250 deductible applies to property damage liability for snow plowing operations.

SCHEDULED EQUIPMENT:

Perils: Special Form

Deductible: \$1,000

Based on schedules which are on file with the company

Engineering Department	\$ 46,350
Parks Department & Golf Course	\$ 178,886
Street Department	\$ 680,200
Wastewater Department	\$ 430,700
Police Department	\$ 94,600
Fire Department	\$ 225,000
General Fund	\$ 73,500
Airport	\$ 37,700
Public Library (fine arts schedule)	\$ 35,640

CITY OF OSKALOOSA

Summary of Insurance

July 1, 2012

Page #3

COMPUTERS:

Deductible: \$500, \$1,000 on mechanical breakdown

<u>LOCATION</u>	<u>EQUIPMENT</u>	<u>DATA & MEDIA</u>	<u>EXTRA EXPENSE</u>
City Hall	\$ 27,439	\$ 25,000	\$ 10,000
Engineer	15,910	Included	Included
Library	218,136	Included	Included
Treatment Plant	8,700	Included	Included
Police Dept	33,300	Included	Included
Parks Dept	1,000	Included	Included
Street Dept	3,029	Included	Included

Coverage is included for electrical damage (voltage surges, etc).

This is considered a mechanical breakdown

UMBRELLA LIABILITY:

\$4,000,000 Each Occurrence

\$4,000,000 Aggregate

No Retained Limit

NOTE: This policy does not apply to Law Enforcement, Public Officials, or Employment Practices Liability.

Iowa Municipalities Workers Compensation Association, Member #701

Effective 07/01/2012 to 07/01/2013

WORKERS COMPENSATION:

Statutory Limits for the State of Iowa

Employers Liability:

By Accident: \$1,000,000 Each Accident

By Disease: \$1,000,000 Policy Limit

By Disease: \$1,000,000 Each Employee

Non-Statutory medical only coverage for volunteers: \$25,000 Per Occurrence

CITY OF OSKALOOSA

Summary of Insurance

July 1, 2012

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Scottsdale Insurance Company - Policy #PKI0000233

Effective 07/01/2012 to 07/01/2013

LAW ENFORCEMENT LIABILITY:

\$4,000,000 Each Person/Each Enforcement Wrongful Act

\$4,000,000 Annual Aggregate

Deductible: \$10,000 Each Claim including claim expense

Form of Coverage: Claims Made

Retroactive Date: None, Full Prior Acts

Includes Civil Rights Coverage

Does not include consent to settle option,

PUBLIC OFFICIALS LIABILITY:

\$2,000,000 Each Wrongful Act

\$2,000,000 Aggregate

Deductible: \$10,000 Each Loss including claim expense

Form of Coverage: Claims Made

Retroactive Date: None, Full Prior Acts

Includes Civil Rights Coverage

Does not include consent to settle option.

EMPLOYMENT PRACTICES LIABILITY:

\$2,000,000 Each Wrongful Act

\$2,000,000 Aggregate

Deductible: \$10,000 Each Loss including claim expense

Form of Coverage: Claims Made

Retroactive date: None, Full Prior Acts

Does not include consent to settle option.

CITY OF OSKALOOSA

Summary of Insurance

July 1, 2012

Page # 5

United Fire & Casualty Company - Policy # 51-91242
Effective 01/01/98 until canceled

PUBLIC EMPLOYEES BLANKET BOND:

Limit per Loss: \$100,000

Deductible: None

Blanket Limit applies to all employees

Includes dishonest acts and faithful performance

NOTE: This Summary does not constitute part of any insurance contract. Please refer to the applicable policies for insuring agreements, definitions, conditions and exclusions.

NOTE: Certificates of Insurance should be obtained from all subcontractors to make sure they are properly covered by Liability and Workers Compensation Insurance. Failure to do so may result in additional premiums charged on audit.



Steven R. Brown, CPCU

City of Oskaloosa
General Liability Additional Insureds

Library Board
Planning & Zoning Commission
Board of Adjustment
Civil Service Commission
Police and Fire Retirement Systems
Historic Preservation Commission
Building Code Board of Appeals
Oskaloosa Housing Trust Fund
Gridco Partnership (Leased Land)
Mid American Energy
Mahaska Community Recreation Foundation (Leased land for recreation trail)



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE:

Consider a resolution setting date for a public hearing on an ordinance to amend the City Code of the City of Oskaloosa, Iowa with respect to Zoning – definitions; Uses in zoning districts concerning single family detached, manufactured housing residential, mobile home park, and mobile home subdivision; Supplemental use regulations – residential uses; and for other purposes.

EXPLANATION:

The Public Works Department is proposing changes in the Zoning Ordinance because the existing zoning regulations are outdated, and the ordinance does not differentiate between mobile, manufactured and modular homes. The proposed ordinance amendment defines each type of home, addresses problems that have been encountered, and gives a general direction as to where each type of home may be located. The proposed ordinance amendments reflect Staff's attempt to address and resolve Oskaloosa's existing Zoning Regulations.

Iowa Code differentiates between the types of factory produced homes by the building code to which the home must comply. Factory-built homes are constructed off site and transported to a home site and installed on a state approved foundation or support system. Factory-built residential housing is generally of three types: modular homes, mobile homes, and manufactured homes. There is a distinct difference in each type of factory built home.

Manufactured homes are constructed to comply with a uniform federal building code administered by the U.S. Department of Housing and Urban Development (HUD). These are less expensive than modular homes because they can be manufactured efficiently and transported to any state without a requirement to meet local building codes. The City does not regulate the construction of manufactured homes. However, the City does require a permit for the placement of the home to ensure compliance with location, foundation, skirting, decks, and utility connection requirements. The Iowa Code does not allow the city to adopt or enforce ordinances which treat manufactured homes differently.

Modular homes are constructed in compliance with the Iowa State Building Code which has been incorporated into law at Title III, Subtitle 6, Chapter 103A of the 2011 Iowa Code. This is the same building code that all site built construction conforms to. There is no difference between modular and site built. All modular homes must have complete construction documents and city approval as with any other custom home.

Mobile homes were constructed to comply with Iowa standards prior to June 15, 1976, when the federal preemptive HUD code became effective. Even though there are a significant number of mobile homes within city limits, no new mobile homes have been constructed since that date.

The following five items are presented for consideration:

1. Amend definition of Manufactured home, Mobile home, Mobile home park, and Mobile home subdivision in Section 17.24.030;
2. Create new definitions of Modular home, Factory-built housing, and Factory-built structure in Section 17.24.030;
3. Add limitations to Single-family Detached, Manufactured housing residential, Mobile home park, and Mobile home subdivision under Residential uses on Table 17.08B of Chapter 17.08 Zoning District Regulations; and
4. Change the language in paragraphs (G) and (H) of Section 17.22.030, entitled "Supplemental use regulations - Residential uses."

DETAILED PROJECT DESCRIPTION:

1. **Amend definition of Manufactured home, Mobile home, Mobile home park, and Mobile home subdivision in Section 17.24.030;**

This proposed text amendment inserts specific language that corrects the existing definitions to bring some of the language in compliance with Title III, Subtitle 6, Chapter 103A of the 2011 Iowa Code. The proposed change is shown below:

Manufactured home" means a factory-built structure built under authority of 42 U.S.C., Section 5403, that is required by federal law to display a seal from the United States Department of Housing and Urban Development, and was constructed on or after June 15, 1976. (2011 Code of Iowa, Sec. 103A.51[4])
~~"Manufactured home dwelling" means a factory built single-family dwelling structure which is to be used as a place for human habitation, which is manufactured or constructed under the authority of 42 U.S. 3. Sec. 5403, Federal Manufactured Home Construction and Safety Standards, and which is not constructed or equipped with a permanent hitch or other device allowing it~~

~~to be moved other than to a permanent site; does not have permanently attached to its body or frame any wheels or axles. A mobile home constructed to the National Manufactured Home Construction and Safety Standards promulgated by the US Department of Housing and Urban Development is not a manufactured home unless it has been converted to real property and is taxed as a site-built dwelling as is provided in the Code of Iowa Section 435.26, and which complies with the following architectural and aesthetic standards listed below. For the purpose of any of these regulations, manufactured homes shall be considered the same as a single-family detached dwelling. In common with single-family detached dwellings, a manufactured home dwelling unit shall have the following characteristics:~~

- ~~1. The home shall have at least eight hundred square feet of floor area;~~
- ~~2. The home shall have an exterior width of at least twenty feet;~~
- ~~3. The roof shall be pitched with a maximum vertical rise of three inches for each twelve inches of horizontal run;~~
- ~~4. The exterior material is of a color, material, and scale comparable with those existing in the residential site on which the manufactured home dwelling is being permanently installed;~~
- ~~5. The home shall have a nonreflective roof material which is or simulates asphalt or wood shingles, tile, or rock;~~
- ~~6. Permanent utility connections shall be installed in accordance with local regulations;~~
- ~~7. The home shall have all wheels, axles, transporting lights, and towing apparatus removed; and~~
- ~~8. The home shall be installed upon a permanent foundation that is constructed and built in accordance with the regulations of the city.~~

~~"Mobile home" means a structure, transportable in one or more sections, which exceeds eight feet in width and thirty-two feet in length, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to one or more utilities. A "mobile home" is not built to a mandatory building code, contains no state or federal seals, and was built before June 15, 1976.-(2011 Code of Iowa, Sec. 103A.51[8]) "Mobile homes" means building types designed to be transportable in one or more sections, constructed on a permanent chassis or undercarriage, and designed to be used as a dwelling unit or other use with or without a permanent foundation when connected to the required utilities, but not bearing a seal attesting to the approval and issuance of the Iowa Department of Health or conformance to the manufactured home procedural and enforcement regulations, as adopted by the US Department of Housing and Urban Development; or not otherwise satisfying the definition of "manufactured home dwellings."~~

~~"Mobile home park" means a unified development under single ownership,~~

developed, subdivided, planned, and improved for the placement of mobile homes, manufactured homes, modular homes or a combination of any of these homes ~~mobile home units for nontransient use~~. "Mobile home parks" include common areas and facilities for management, recreation, laundry, utility services, storage, storm shelter, and other services; but do not include factory built ~~mobile~~ home sales lots on which unoccupied factory built ~~mobile~~ homes are parked for the purposes of display, inspection, sale, or storage.

"Mobile home subdivision" means a development subdivided, planned, and improved for the placement of factory built ~~mobile~~ home units on lots for uses by the individual owners of such lots. "Mobile home subdivisions" may include common areas and facilities for management, recreation, laundry, utility services, storage, storm shelter, and other services; but do not include factory built ~~mobile~~ home sales lots on which unoccupied factory built ~~mobile~~ homes are parked for the purpose of display, inspection, sale, or storage.

2. Create new definitions of Modular home, Factory-built housing, and Factory-built structure in Section 17.24.030

This proposed text amendment inserts specific language that adds new definitions which brings it into compliance with 2011 Iowa Code. The proposed change is shown below:

"Modular home" means a factory-built structure which is manufactured to be used as a place of human habitation, is constructed to comply with the Iowa state building code for modular factory-built structures, and must display a seal issued by the state building code commissioner. (2011 Code of Iowa, Sec. 103A.51[9])

Factory-built housing means a factory-built structure designed for longterm residential use. For the purposes of this chapter, factory-built housing consists of three types: Modular homes, mobile homes, and manufactured homes.

Factory-built structure means any structure which is, wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site. "Factory-built structure" includes the terms "mobile home", "manufactured home", and "modular home". (2011 Code of Iowa, Sec. 103A.3[8])

3. Add limitations to Single-family Detached, Manufactured housing residential, Mobile home park, and Mobile home subdivision under Residential uses on Table 17.08B of Chapter 17.08 Zoning District Regulations;

This proposed text amendment adds limitations to Single-family Detached, Manufactured housing residential, Mobile home park, and Mobile home subdivision which gives a general direction as to where each type of home may be located. These limitations also give the City authority over the placement of the home to ensure compliance with location, size and details of structure, foundation, skirting and compliance date for skirting. The proposed change is shown below:

Use Types	AG	RR	R-1	R-2	R-3	R-4	UC	LC	CC	DC	GC	HC	BP	LI	GI	Additional Regulations
Residential Uses																
Single-family Detached	P	P, L(1)	P, L(1)	P, L(1)	P, L(1)	P	P, L(1)	C								17.22.030(A)
Manufactured housing residential	P	P, L(1)	P, L(1)	P, L(1)	P, L(1)	P, L(2)		C								
Mobile home park						P, L(2)										17.22.030(G)
Mobile home subdivision						P, L(2)										17.22.030(H)

L (1) = Single-family detached dwellings provided that:

1. All single-family detached dwellings for which a building permit has been issued (*date of enactment*), shall comply with the following minimum design standards:
2. The dwelling shall have a minimum width facing the street of 24 feet.
3. The minimum horizontal dimension of the main body of the dwelling unit shall not be less than 20 feet.
4. A minimum of 15 percent of the facade of the building facing the street shall consist of windows, doors and other building openings.
5. Any foundation skirting material shall have the appearance of masonry or poured concrete typical of site-built homes. Installation of the skirting must be installed within thirty (30) days following the installation of the home, or the first day of May if the ground is frozen at the time the home is placed.

L (2) = Applies to all factory built homes (Refer to Section 17.24.030 for definitions), Any foundation skirting material shall have the appearance of masonry or poured concrete typical of site-built homes. Installation of the skirting must be installed within thirty (30) days following the installation of the home, or the first day of May if the ground is frozen at the time the home is placed.

4. Change the language in paragraphs (G) and (H) of Section 17.22.030, entitled "Supplemental use regulations - Residential uses."

This proposed text amendment inserts specific language to correct the existing language in paragraphs (G) and (H) of Section 17.22.030 and bring it in compliance with the 2011 Iowa Code. The proposed change is shown below:

G. Mobile Home Parks. In the R-4 mobile home residential district, which permits

factory built mobile home residential use, such use may be configured in a mobile home park or mobile home subdivision. Following the effective date of the ordinance codified in this title, no mobile home shall be located outside of a mobile home park or mobile home subdivision. A mobile home park is subject to approval as a conditional use by the planning and zoning commission and compliance with the following regulations:

1. **Certification.** A certification of compliance with all ordinances and regulations regarding **factory built home mobile-home** licensing, zoning, health, plumbing, electrical, building, fire protection and any other applicable requirements shall be issued by the zoning administrator prior to the occupancy of any new mobile home park or any expansion of an existing mobile home park.
2. **Minimum and Maximum Area.** A mobile home park shall be considered to be one zoned lot. The contiguous area of a mobile home park shall have a minimum of three acres and a maximum of fifteen acres.
3. **Density Requirements.**
 - a. The minimum gross site area per dwelling unit shall be five thousand square feet.
 - b. The minimum size of an individual **factory built mobile** home space shall be four thousand square feet for single-wide mobile home units and six thousand square feet for double-wide mobile home units.
 - c. Each mobile home space shall have a width of at least fifty feet wide and a length of at least eighty feet.
4. **Site Development Standards.**
 - a. **Setbacks.** Each mobile home park shall have a minimum perimeter setback of thirty feet from adjacent nonresidential uses and fifty feet from adjacent residential uses or public rights-of-way. No space for a dwelling unit or any other structure shall be permitted in the required setback.
 - b. **Setback Landscaping.** All area contained within the required setbacks except sidewalks and private drives shall be landscaped and screened in conformance with Chapter 17.26. Screening shall be provided in conformance with Chapter 17.26 for any common property line with another nonresidential use.
 - c. **Impervious Coverage.** Impervious coverage for a mobile home park shall not exceed fifty percent of the total site area.

- d. Open Space. Each mobile home park shall provide a minimum of four hundred square feet of open recreational space per unit. Such space shall be provided at a central location accessible from all parts of the park by pedestrians. Required perimeter setbacks or buffers shall not be credited toward the fulfillment of this requirement.
- e. Separation Between factory built mobile Home Units. The minimum separation between a factory built mobile home unit and attached accessory structure and any other factory built mobile home units and/or accessory structure shall be twenty feet.
- f. Separation and Setbacks for Accessory Buildings. An accessory building on a factory built mobile home space maintain a minimum rear and side yard setback of five feet. A minimum distance of ten feet shall be provided between any mobile home and an unattached accessory building.

5. Street Access and Circulation Requirements.

- a. Access to Public Street. Each mobile home park must abut and have access to a dedicated public street with a right-of-way of at least sixty feet. Direct access to a mobile home space from a public street is prohibited.
- b. Vehicular Circulation. The mobile home park must provide interior vehicular circulation on a private internal street system. Minimum interior street width shall be twenty-seven feet. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of ninety feet. No such cul-de-sacs may exceed three hundred feet in length.
- c. Separation between Units and Circulation Areas. The minimum distance between a factory built mobile home unit and any attached accessory structure and the pavement of an internal street or parking area shall be ten feet.
- d. Sidewalks. Each mobile home park shall provide a sidewalk system to connect each factory built mobile home space to common buildings or community facilities constructed for the use of its residents; and to the fronting public right of way. Sidewalk width shall be at least four feet.
- e. Street and Sidewalk Standards. All internal streets and sidewalks shall be hard-surfaced. Electric street lighting is required along all internal streets.
- f. Parking Requirements. Each mobile home park must provide at least two

off-street parking stalls for each factory built mobile home space.

6. Tornado Shelters. Tornado shelters shall be provided in the mobile home park. Such shelter or shelters shall be built according to the recommendations of the civil defense authority and be large enough to meet the specific needs of the park and its residents.
7. Utilities.
 - a. All mobile home parks shall provide individual units and common facilities with an adequate, piped supply of water for both drinking and domestic purposes; and standard electrical service, providing at least one one hundred twenty-volt and one two hundred forty-volt electrical service outlet to each factory built mobile home space.
 - b. Complete sanitary and sewer service shall be provided within each mobile home park in accordance with city standards.
 - c. Properly spaced and operating fire hydrants shall be provided for proper fire protection within each mobile home park in accordance with applicable city codes and public improvement design standards.
 - d. All electric, telephone, gas, and other utility lines shall be installed underground.
8. Financial Responsibility. Each application for a mobile home park shall include a demonstration by the developer of financial capability to complete the project; and a construction schedule.
9. Completion Schedule. Construction must begin on any approved mobile home park within one year of the date of approval by the planning and zoning commission. Such construction shall be completed within two years of approval, unless otherwise extended by the commission.
10. All other uses and provisions of the Oskaloosa mobile home park regulations are incorporated herein by reference.

H. Mobile Home Subdivisions.

1. Mobile home subdivisions shall be developed in accordance with all standards and requirements set forth in the subdivision chapter of the land development ordinance of Oskaloosa. Site development regulations shall be the same as those required in the R-2 zoning district. Each mobile home shall be considered a single-family detached residential unit for the purpose of determining applicable development regulations.
2. **Factory built mobile home units within mobile home subdivisions shall be**

built in accordance with the minimum design standards of the US Department of Housing and Urban Development and display a certification of such compliance.

3. Mobile home subdivisions shall provide tornado shelter facilities as required by subsection (G)(6) of this section.

The Planning & Zoning Commission considered this item at their June 11, 2012 meeting and recommended by a vote of 5 to 0 that the City Council approve the ordinance amendments.

BUDGET CONSIDERATION: Not applicable.

Recommended Action:

Approve the resolution to hold a public hearing for ordinance amendments with respect to Zoning – definitions; Uses in zoning districts concerning single family detached, manufactured housing residential, mobile home park, and mobile home subdivision; Supplemental use regulations – residential uses; and for other purposes.

ATTACHMENTS:

Resolution.

RESOLUTION NO. _____

RESOLUTION SETTING DATE FOR A PUBLIC HEARING TO AMEND THE CODE OF OSKALOOSA, IOWA WITH RESPECT TO ZONING – DEFINITIONS; USES IN ZONING DISTRICTS CONCERNING SINGLE-FAMILY DETACHED, MANUFACTURED HOUSING RESIDENTIAL, MOBILE HOME PARK, AND MOBILE HOME SUBDIVISION; SUPPLEMENTAL USE REGULATIONS - RESIDENTIAL USES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Oskaloosa has deemed it advisable to consider amending Chapter 17 – “Zoning”, Section 17.24.030 , entitled “Definitions”, of the City Code of the City of Oskaloosa, Iowa by deleting the following definitions in their entirety and substituting the following in lieu thereof:

"Manufactured home" means a factory-built structure built under authority of 42 U.S.C., Section 5403, that is required by federal law to display a seal from the United States Department of Housing and Urban Development, and was constructed on or after June 15, 1976. (2011 Code of Iowa, Sec. 103A.51[4])

"Mobile home" means a structure, transportable in one or more sections, which exceeds eight feet in width and thirty-two feet in length, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to one or more utilities. A "mobile home" is not built to a mandatory building code, contains no state or federal seals, and was built before June 15, 1976.–(2011 Code of Iowa, Sec. 103A.51[8])

"Mobile home park" means a unified development under single ownership, developed, subdivided, planned, and improved for the placement of mobile homes, manufactured homes, modular homes or a combination of any of these homes. "Mobile home parks" include common areas and facilities for management, recreation, laundry, utility services, storage, storm shelter, and other services; but do not include factory built home sales lots on which unoccupied factory built homes are parked for the purposes of display, inspection, sale, or storage.

"Mobile home subdivision" means a development subdivided, planned, and improved for the placement of factory built home units on lots for uses by the individual owners of such lots. "Mobile home subdivisions" may include common areas and facilities for management, recreation, laundry, utility services, storage, storm shelter, and other services; but do not include factory built home sales lots on which unoccupied factory built homes are parked for the purpose of display, inspection, sale, or storage.

WHEREAS, the City of Oskaloosa has deemed it advisable to consider amending Chapter 17 – “Zoning”, Section 17.24.030 , entitled “Definitions”, of the City Code of the City of Oskaloosa, Iowa by adding the following definitions:

“Modular home” means a factory-built structure which is manufactured to be used as a place of human habitation, is constructed to comply with the Iowa state building code for modular factory-built structures, and must display a seal issued by the state building code commissioner. (2011 Code of Iowa, Sec. 103A.51[9])

Factory-built housing means a factory-built structure designed for longterm residential use. For the purposes of this chapter, factory-built housing consists of three types: Modular homes, mobile homes, and manufactured homes.

Factory-built structure means any structure which is, wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site. "Factory-built structure" includes the terms "mobile home", "manufactured home", and "modular home". (2011 Code of Iowa, Sec. 103A.3[8])

WHEREAS, the City of Oskaloosa has deemed it advisable to consider amending Table 17.08B, entitled “Permitted Uses by Zoning Districts” in Chapter 17.08 of the City Code of the City of Oskaloosa, Iowa by deleting the row concerning Residential Uses of “Single-family Detached”, “Manufactured housing residential”, “Mobile home park”, and “Mobile home subdivision” and substituting the following rows in lieu thereof, and adding limitation L(1) and L(2) to the end of the legend of said table:

Use Types	AG	RR	R-1	R-2	R-3	R-4	UC	L C	CC	DC	GC	HC	BP	L I	GI	Additional Regulatio ns
Residential Uses																
Single-family Detached	P	P, L(1)	P, L(1)	P, L(1)	P, L(1)	P	P, L(1)	C								17.22.030(A)
Manufactured housing residential	P	P, L(1)	P, L(1)	P, L(1)	P, L(1)	P, L(2)		C								
Mobile home park						P, L(2)										17.22.030(G)
Mobile home subdivision						P, L(2)										17.22.030(H)

L (1) = Single-family detached dwellings provided that:

All single-family detached dwellings for which a building permit has been issued (*date of enactment*), shall comply with the following minimum design standards

1. The dwelling shall have a minimum width facing the street of 24 feet.
2. The minimum horizontal dimension of the main body of the dwelling unit shall not be less than 20 feet.
3. A minimum of 15 percent of the facade of the building facing the street shall consist of windows, doors and other building openings.
4. Any foundation skirting material shall have the appearance of masonry or poured concrete typical of site-built homes. Installation of the skirting must be installed within thirty (30) days following the installation of the home, or the first day of May if the ground is frozen at the time the home is placed.

L (2) = Applies to all factory built homes (Refer to Section 17.24.030 for definitions), Any foundation skirting material shall have the appearance of masonry or poured concrete typical of site-built homes. Installation of the skirting must be installed within thirty (30) days following the installation of the home, or the first day of May if the ground is frozen at the time the home is placed.

WHEREAS, the City of Oskaloosa has deemed it advisable to consider amending Chapter 17 – “Zoning”, Section 17.22.030, entitled “Supplemental use regulations - Residential uses.” paragraphs (G) and (H), of the City Code of the City of Oskaloosa by deleting said paragraphs (G) and (H) in their entirety and substituting the following in lieu thereof:

G. Mobile Home Parks. In the R-4 mobile home residential district, which permits factory built home residential use, such use may be configured in a mobile home park or mobile home subdivision. Following the effective date of the ordinance codified in this title, no mobile home shall be located outside of a mobile home park or mobile home subdivision. A mobile home park is subject to approval as a conditional use by the planning and zoning commission and compliance with the following regulations:

1. Certification. A certification of compliance with all ordinances and regulations regarding mobile homes, manufactured homes, modular homes or a combination of any of these homes licensing, zoning, health, plumbing, electrical, building, fire protection and any other applicable requirements shall be issued by the zoning administrator prior to the occupancy of any new mobile home park or any expansion of an existing mobile home park.
2. Minimum and Maximum Area. A mobile home park shall be considered to be one zoned lot. The contiguous area of a mobile home park shall have a minimum of three acres and a maximum of fifteen acres.

3. Density Requirements.

- a. The minimum gross site area per dwelling unit shall be five thousand square feet.
- b. The minimum size of an individual factory built home space shall be four thousand square feet for single-wide mobile home units and six thousand square feet for double-wide mobile home units.
- c. Each mobile home space shall have a width of at least fifty feet wide and a length of at least eighty feet.

4. Site Development Standards.

- a. **Setbacks.** Each mobile home park shall have a minimum perimeter setback of thirty feet from adjacent nonresidential uses and fifty feet from adjacent residential uses or public rights-of-way. No space for a dwelling unit or any other structure shall be permitted in the required setback.
- b. **Setback Landscaping.** All area contained within the required setbacks except sidewalks and private drives shall be landscaped and screened in conformance with Chapter 17.26. Screening shall be provided in conformance with Chapter 17.26 for any common property line with another nonresidential use.
- c. **Impervious Coverage.** Impervious coverage for a mobile home park shall not exceed fifty percent of the total site area.
- d. **Open Space.** Each mobile home park shall provide a minimum of four hundred square feet of open recreational space per unit. Such space shall be provided at a central location accessible from all parts of the park by pedestrians. Required perimeter setbacks or buffers shall not be credited toward the fulfillment of this requirement.
- e. **Separation Between factory built mobile Home Units.** The minimum separation between a factory built mobile home unit and attached accessory structure and any other factory built mobile home units and/or accessory structure shall be twenty feet.
- f. **Separation and Setbacks for Accessory Buildings.** An accessory building on a factory built mobile home space maintain a minimum rear and side yard setback of five feet. A minimum distance of ten feet shall be provided between any mobile home and an unattached accessory building.

5. Street Access and Circulation Requirements.

- a. Access to Public Street. Each mobile home park must abut and have access to a dedicated public street with a right-of-way of at least sixty feet. Direct access to a mobile home space from a public street is prohibited.
 - b. Vehicular Circulation. The mobile home park must provide interior vehicular circulation on a private internal street system. Minimum interior street width shall be twenty-seven feet. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of ninety feet. No such cul-de-sacs may exceed three hundred feet in length.
 - c. Separation between Units and Circulation Areas. The minimum distance between a factory built mobile home unit and any attached accessory structure and the pavement of an internal street or parking area shall be ten feet.
 - d. Sidewalks. Each mobile home park shall provide a sidewalk system to connect each factory built mobile home space to common buildings or community facilities constructed for the use of its residents; and to the fronting public right of way. Sidewalk width shall be at least four feet.
 - e. Street and Sidewalk Standards. All internal streets and sidewalks shall be hard-surfaced. Electric street lighting is required along all internal streets.
 - f. Parking Requirements. Each mobile home park must provide at least two off-street parking stalls for each factory built mobile home space.
6. Tornado Shelters. Tornado shelters shall be provided in the mobile home park. Such shelter or shelters shall be built according to the recommendations of the civil defense authority and be large enough to meet the specific needs of the park and its residents.
7. Utilities.
- a. All mobile home parks shall provide individual units and common facilities with an adequate, piped supply of water for both drinking and domestic purposes; and standard electrical service, providing at least one one hundred twenty-volt and one two hundred forty-volt electrical service outlet to each factory built mobile home space.
 - b. Complete sanitary and sewer service shall be provided within each mobile home park in accordance with city standards.
 - c. Properly spaced and operating fire hydrants shall be provided for proper fire protection within each mobile home park in accordance with applicable city codes and public improvement design standards.

- d. All electric, telephone, gas, and other utility lines shall be installed underground.
8. Financial Responsibility. Each application for a mobile home park shall include a demonstration by the developer of financial capability to complete the project; and a construction schedule.
9. Completion Schedule. Construction must begin on any approved mobile home park within one year of the date of approval by the planning and zoning commission. Such construction shall be completed within two years of approval, unless otherwise extended by the commission.
10. All other uses and provisions of the Oskaloosa mobile home park regulations are incorporated herein by reference.

H. Mobile Home Subdivisions.

1. Mobile home subdivisions shall be developed in accordance with all standards and requirements set forth in the subdivision chapter of the land development ordinance of Oskaloosa. Site development regulations shall be the same as those required in the R-2 zoning district. Each mobile home shall be considered a single-family detached residential unit for the purpose of determining applicable development regulations.
2. Factory built home units within mobile home subdivisions shall be built in accordance with the minimum design standards of the US Department of Housing and Urban Development and display a certification of such compliance.
3. Mobile home subdivisions shall provide tornado shelter facilities as required by subsection (G)(6) of this section.

WHEREAS, said proposed text amendment was reviewed by the Planning and Zoning Commission at their meeting on June 11, 2012, and

WHEREAS, section 17.34.040 of the City Code of the City of Oskaloosa requires a public hearing on such Zoning Ordinance Amendments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa that a public hearing shall be conducted on Monday, July 2, 2012 at 6:30 p.m. in the City Council Chambers, City Hall, Oskaloosa, Iowa at which time persons may appear and speak for or against the amendments as legally described in the preamble hereof.

PASSED AND APPROVED this _____ day of _____, _____.

David Krutzfeldt , Mayor

ATTEST: _____
Amy Miller, City Clerk

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE:

Consider a resolution to approve the contract and bond for the Highway 432 Pavement Rehabilitation Project to Norris Asphalt Paving Co. in the amount of \$321,634.50.

EXPLANATION:

Garden and Associates, Ltd. provided the city with the construction contracts and bonds for the Highway 432 Pavement Rehabilitation Project which has been executed by the contractor. This resolution authorizes and directs the Mayor and City Clerk to execute the contract and bond.

The scope of the Highway 432 Pavement Rehabilitation Project includes full-depth spot repairs, mill and asphalt overlay, and asphalt shoulder stabilization around the roundabout on Highway 432 from A Avenue West to Pella Avenue. If the project is awarded, construction work is proposed to commence mid to late July. The anticipated work completion time is 20 working days. There was only one bid from Norris Asphalt Paving Co., which includes a base bid of \$286,978.50 with an Alternate bid of \$34,656.00 for a total bid of \$321,634.50. The low bid received is within our budget estimates.

BUDGET CONSIDERATION:

Funding for the project is included in the Pavement Management Fund and General Fund – LOST of the FY12-13 budget.

Recommended Action:

Staff recommends approving the contract and bond for the Highway 432 Pavement Rehabilitation Project to Norris Asphalt Paving Co. in the amount of \$321,634.50.

ATTACHMENTS:

Resolution, Contract and Bond documents.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE CONTRACT AND BOND FOR THE HIGHWAY 432
PAVEMENT REHABILITATION PROJECT TO NORRIS ASPHALT PAVING CO. IN THE
AMOUNT OF \$321,634.50.**

WHEREAS, the City Council of the City of Oskaloosa, Iowa, has heretofore deemed it necessary and desirable for Pavement Rehabilitation on Highway 432 from A Avenue West to Pella Avenue, known as the "Highway 432 Pavement Rehabilitation Project" (will be known as the "Project"); and

WHEREAS, the Oskaloosa City Council has authorized the award of contract to Norris Asphalt Paving Co. on the Project, and

WHEREAS, the contract has been duly executed by the contractor and is accompanied by an appropriate bond; and

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

Section 1. That the contract referred to in the preamble hereof between this City and Norris Asphalt Paving Co. dated May 21, 2012 in the amount of \$321,634.50 be and the same is hereby approved.

Section 2. That the performance bond accompanying said contract wherein Norris Asphalt Paving Co. appears as principal and Merchants Bonding Company of Des Moines, Iowa, as surety, in like amount, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute the contract and bond for the Project.

PASSED AND APPROVED this _____ day of June, 2012.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

CONTRACT

CONTRACT NO. _____
DATE May 21, 2012

THIS CONTRACT, made and entered into at Oskaloosa, Iowa this 21st day of May, 2012, by and between the City of Oskaloosa, Iowa, hereinafter called the "Jurisdiction", and Norris Asphalt Paving Co., hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the "Jurisdiction" in the office of City Clerk, City of Oskaloosa, Iowa 220 South Market, Oskaloosa, Iowa 52577. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2012 Edition and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the "Jurisdiction".

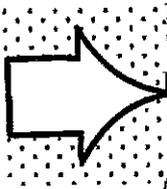
This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders/Notice of Public Hearing for the following described improvements:

**HIGHWAY 432 RESURFACING PROJECT
OSKALOOSA, IOWA**

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Three Hundred Twenty-One Thousand Six Hundred Thirty-Four and 50/100 dollars (\$ 321,634.50) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction. Work shall be fully complete and ready for final payment within 20 working days. Liquidated damages in the amount of Six Hundred Dollars (\$600.00) per working day will be assessed for each day that the work shall remain uncompleted after the end of the contract period.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION



By _____

(Seal)
ATTEST:

CONTRACTOR

Norris Asphalt Paving Co.

Contractor

By Steven J. Leonard

Signature

VP

Title

14242 Terminal Ave.

Street Address

Ottumwa IA 52501

City, State, Zip Code

641-682-3427

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

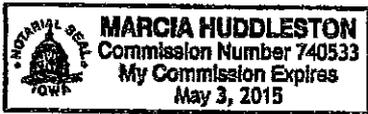
1. All Contractors: The Contractor shall enter its Public Registration Number C0842-59 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Department of Workforce Development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Wapello County)

On this 29 day of May, 2012, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Brady D. Meldrem and _____, to me known, who, being by me duly sworn, did say that they are the President, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Brady D. Meldrem and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Marcia Huddleston
Notary Public in and for the State of Iowa
My commission expires May 3, 2015

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20__

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

TO: The City of Oskaloosa, Iowa

PROPOSAL

PROPOSAL: PART A - SCOPE

The City of Oskaloosa, Iowa hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the City of Oskaloosa in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal; for the following described improvements:

**HIGHWAY 432 RESURFACING PROJECT
OSKALOOSA, IOWA**

PROPOSAL: PART B - ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____
ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C - BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C - Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C - Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the City shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C - Bid Items, Quantities, and Prices. The Total of the Base Bid plus any Alternates selected by the City of

Oskaloosa, Iowa shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D - GENERAL

The Bidder hereby acknowledges that the City of Oskaloosa, Iowa, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the City of Oskaloosa, Iowa provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the project within 60 working days for the Base Bid work and 75 working days for the Base Bid and Alternate 1 work, and to pay liquidated damages for noncompliance with said completion provisions at the rate of Six Hundred dollars (\$600.00) for each consecutive working day thereafter that the work remains incomplete.

PROPOSAL: PART E - NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the City of Oskaloosa, Iowa; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed

- by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
 5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F - ADDITIONAL REQUIREMENTS

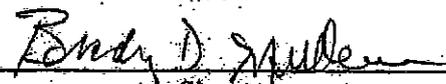
The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	None
2.	
3.	
4.	
5.	
6.	

PROPOSAL: PART G - IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is Submitted by a/an:

- Individual, Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Joint-venture: all parties must join-in and execute all documents
- Other

Norris Asphalt Paving Co.
 Bidder

 Signature
 By Brady D. Meldrem
 Name (Print/Type)
 President
 Title

The Bidder's Public Registration Number, issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code, is as follows:

Number C 0 8 4 2 - 5 9

The Bidder should contact 515-242-5871 for registration information.

Failure to provide said Registration Number shall result in the bid being read under advisement. A contract will not be executed until the Contractor is registered.

14242 Terminal Ave.

Street Address

Ottumwa IA 52501

City, State, Zip Code

641-682-3427

Telephone Number

Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above.

Name

Title

NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile of any signature will not be accepted.

Subscribed and sworn to before me this 10 day of May, 2012.

Marcia Huddleston

Notary Public in and for: State of Iowa County of Wapello

My commission expires



PROPOSAL

PROPOSAL ATTACHMENT: PART C - BID ITEMS, QUANTITIES AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Price(s) and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C - Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternate selected by the City of Oskaloosa, Iowa shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Base Bid:				
1 1090-105-D	Mobilization	Lump Sum	XXXXXX	\$ <u>10,000.00</u>
2 7020-108-A-0	HMA Overlay- HotMix Asphalt Mixture (1,000,000 BSAL), Intermediate or Surface Course, 1/2 Inch Mix, Minimum 75% Crushed Content, No Friction Required.	1,540 TON	\$ <u>103.15</u>	\$ <u>158,851.00</u>
3 7020-108-H-0	HMA Pavement Samples and Testing	Lump Sum	XXXXXX	\$ <u>2,000.00</u>
4 7040-108-A-0	Full Depth Patches - PCC	400 SY	\$ <u>95.00</u>	\$ <u>38,000.00</u>
5 7040-108-G-0	Milling	8,620 SY	\$ <u>5.50</u>	\$ <u>47,410.00</u>
6 7040-108-H-2	Granular Surfacing (Shoulders, Drives and Road Repairs)	100 TON	\$ <u>27.45</u>	\$ <u>2,745.00</u>
7 IDOT 2527	Painted Pavement Markings, Waterborne or Solvent Based	126.5 STA	\$ <u>65.00</u>	\$ <u>8,222.50</u>
8 IDOT 2527	Painted Symbols and Legends, Waterborne or Solvent Based	4 EA	\$ <u>125.00</u>	\$ <u>500.00</u>
9 IDOT 2528	Traffic Control	Lump Sum	XXXXXX	\$ <u>16,000.00</u>
10 XXXX-XXX-X-X	Landscaping Rock	50 TON	\$ <u>65.00</u>	\$ <u>3,250.00</u>
TOTAL BASE BID \$				<u>286,978.50</u>
Alternate Bid:				
1 XXXX-XXX-X-X	HMA Shoulder	480 SY	\$ <u>72.20</u>	\$ <u>34,656.00</u>
TOTAL BASE BID PLUS ALTERNATE \$				<u>321,634.50</u>

NOTE: THE ABOVE PRICES DO NOT INCLUDE SALES TAX FOR BUILDING MATERIALS, SUPPLIES AND EQUIPMENT INCORPORATED INTO SAID IMPROVEMENTS THAT ARE EXEMPT FROM IOWA DEPARTMENT OF REVENUE AND FINANCE SALES TAX AND APPLICABLE LOCAL OPTION SALES TAX AND SCHOOL INFRASTRUCTURE LOCAL OPTION SALES TAX PURSUANT TO IOWA CODE SECTIONS. BIDDER SHALL INCLUDE ALL OTHER APPLICATION FEES AND TAXES IN BID.

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY OF OSKALOOSA, IOWA. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT BID PRICE UNLESS OTHERWISE NOTED IN THE CONTRACT DOCUMENTS.

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Norris Asphalt Paving Co., as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto the City of Oskaloosa, Iowa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Hundred Twenty-One Thousand Six Hundred Thirty-Four and 50/100 DOLLARS (\$321,634.50), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 21st day of May, 2012, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**HIGHWAY 432 RESURFACING PROJECT
OSKALOOSA, IOWA**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of Three Hundred Twenty-One Thousand Six Hundred Thirty-Four and 50/100 DOLLARS (\$321,634.50), which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the "Jurisdiction" from all outlay and expense incurred by the "Jurisdiction" by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants,

oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the "Jurisdiction" is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of two (2) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the "Jurisdiction" reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the "Jurisdiction" all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the "Jurisdiction" at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the "Jurisdiction" including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the "Jurisdiction's" staff attorneys), and all costs and expenses of litigation as they are incurred by the "Jurisdiction". It is intended the Contractor and Surety will defend and indemnify the "Jurisdiction" on all claims made against the "Jurisdiction" on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the "Jurisdiction" will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the "Jurisdiction" incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the "Jurisdiction" whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Union County, State of Iowa. If legal action is required by the "Jurisdiction" to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the "Jurisdiction", the Contractor and the Surety agree, jointly and severally, to pay the "Jurisdiction" all outlay and expense incurred therefore by the "Jurisdiction". All rights, powers, and remedies of the "Jurisdiction" hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 24th day of May, 2012

Surety Countersigned By:

Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Require only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

Name of Resident Commission Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

FORM APPROVED BY:

Attorney for Jurisdiction

PRINCIPAL:

Norris Asphalt Paving Co.
Contractor

By: Dandy D. Miller
Signature

Pres
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: Michael P. Foster
Signature Attorney-in-Fact Officer

Michael P. Foster
Name of Attorney-in-Fact Officer

Merchants Bonding Company (Mutual)
Company Name

2100 Fleur Drive
Company Address

Des Moines, IA 50321
City, State, Zip Code

800-678-8171
Company Telephone Number

- NOTE:
1. All signatures on this performance, maintenance & payment bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.
 2. This bond must be sealed with the Surety's raised, embossing seal.
 3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
 4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY
for Company Employees

Bond #: IAC 65669

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint the following company employees, individually,

Michael P. Foster

of **Des Moines** and State of **Iowa** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Unlimited

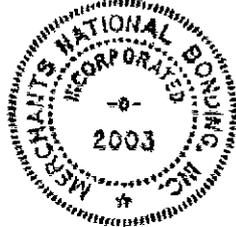
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of January, 2012.



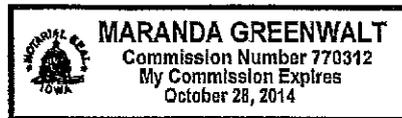
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 1st day of January, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of May, 2012.



William Warner Jr.
Secretary

POA 0015 (11/11)

SCALE: NO SCALE FIELD BOOK: NA APPROVED: BAN
 DRAWN BY: KJR

GARDEN & ASSOCIATES, LTD.
ENGINEERS & SURVEYORS
 1701 5th Avenue East, Suite 1
 P.O. Box 631
 Oskaloosa, Iowa 52577
 641.722.2525 Phone
 641.722.2591 Fax
 800.691.2524 Iowa Toll Free
 email@gardenassociates.net

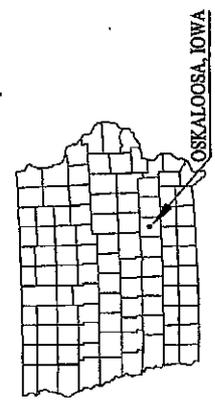
**HIGHWAY 432
 RESURFACING PROJECT
 OSKALOOSA, IOWA**
 © COPYRIGHT 2012 GARDEN & ASSOCIATES, LTD.

SHEET TITLE
RESURFACING PROJECT
 2012
 PROJECT NO.: 5011285
 SHEET NO.: A.01

HIGHWAY 432 RESURFACING PROJECT OSKALOOSA, IOWA

2012

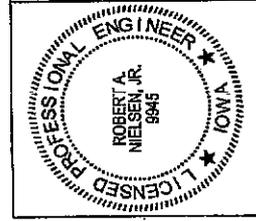
Materials and construction shall be in accordance with the SUDAS Standard Specifications, 2012 Edition, plus current Supplemental Special Specifications and Special Provisions, of which specifications are in file with the Iowa Department of Natural Resources.



S H E E T I N D E X	
SHEET NO.	DESCRIPTION
A.01	TITLE SHEET
A.02	LEGEND, LOCATION MAP AND GENERAL NOTES
B.01 - B.03	TYPICAL SECTIONS AND DETAILS
C.01 - C.02	TABULATIONS
D.01 - D.02	PLAN SHEETS - BASE BID
D.03	PLAN SHEET - ALTERNATE BID
10	TOTAL SHEETS

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Robert A. Nielsen, Jr. Date: 4/11/12
 Robert A. Nielsen, Jr., P.E.
 License number: 9945
 My license renewal date is December 31, 2013
 Pages or sheets covered by this seal:
 A.01, A.02, B.01 - B.03, C.01 - C.02, D.01 - D.03



1-800-292-6939

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: EC

DATE (MM/DD/YYYY)

05/24/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AHROLD FAY ROSENBERG, INC. 604 Locust St., Ste. 800 Des Moines, IA 50309-3713 John W. Ahrold	515-309-6200 515-309-6226	CONTACT NAME: PHONE (A/C No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: NORRI-1	FAX (A/C, No):
	INSURED Norris Asphalt Paving Co. P.O. Box 695 Ottumwa, IA 52501		INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC #	10677

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

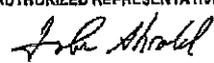
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	CPP0894631	04/01/12	04/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Emp Ben. \$ 300,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPA0894631	04/01/12	04/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0		CCC0894631	04/01/12	04/01/13	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC1920023	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Inland Marine		CPP0894631	04/01/12	04/01/13	Hired Equipment 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is additional insured on the General Liability policy with regards to project Highway 432 Resurfacing Project.

CERTIFICATE HOLDER

CANCELLATION

GARDE-1 Garden & Associates P.O. Box 451 Oskaloosa, IA 52577	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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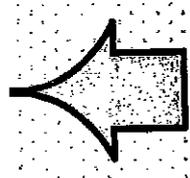
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PLANS AND SPECIFICATIONS FOR
HIGHWAY 432 RESURFACING PROJECT
OSKALOOSA, IOWA

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.</p>
	<p><i>Robert A. Nielsen</i> _____ Date <u>4/11/12</u></p> <p>Robert A. Nielsen, P.E. License Number: 9945 My license renewal date is December 31, 2013</p> <p>Page or sheets covered by this seal: _____ All Pages _____ _____ _____</p>

Prepared by
GARDEN & ASSOCIATES, LTD.
OSKALOOSA, IOWA 52577
641/672-2526

San



OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY: WASTEWATER DIRECTOR

ITEM TITLE:

Consider a motion approving Change Order No. 2 for the North 7th & J Avenue East Sanitary Sewer Improvements Project to Synergy Contracting in the amount of one thousand four hundred eighty seven dollars (\$1,487.00).

EXPLANATION:

This item is requesting the approval of Change Order No. 2 for the North 7th & J Avenue East Project. This work was previously approved in the field by staff during construction so the project could be completed. The change order additions include: (1) an additional 2' of 8" pipe @ \$60.00/ft. for a total of \$120.00; (2) 60' of ductile iron pipe in lieu of PVC pipe to meet standards at a total cost of \$2,355.00; (3) 17' of 24" pipe to avoid a property owner's tree at a total cost of \$1,955.00; and (4) 15 additional unforeseen drainage tiles needed to be repaired at a total cost of \$450.00.

Deductions for the project include: (\$2,355.00) for hot mix asphalt work; (\$288.00) for 4' loss of 18" PVC pipe; and (\$75.00) for 10' loss of 8" PVC pipe.

Adds: \$4880.00

Deducts: (\$3393.00)

Total \$1,487.00

RECOMMENDED ACTION: Staff recommends approval of Change Order No. 2 for the North 7th & J Avenue East Sanitary Sewer Improvements Project to Synergy Contracting in the amount of \$1,487.00.

BUDGET CONSIDERATION: An additional impact of \$1,487.00 on the North 7th & J Avenue East Sanitary Sewer Improvements Project Fund.

ATTACHMENTS:
Change Order No. 2.

CHANGE ORDER

No. 2

DATE OF ISSUANCE June 8, 2012

EFFECTIVE DATE June 8, 2012

OWNER City of Oskaloosa

CONTRACTOR Synergy Contracting, LLC

Contract: J Avenue East Sanitary Sewer Improvements – Oskaloosa, IA - 2011

Project: J Avenue East Sanitary Sewer Improvements – Oskaloosa, IA - 2011

OWNER's Contract No. _____

ENGINEER's Contract No. 3009115

ENGINEER Garden & Associates, Ltd.

You are directed to make the following changes in the Contract Documents:

Description:	Add 8" PVC (Additional to April 16 th Change)\$60/LF x 2 LF = \$120.00	
	Add for revision of PVC To DIP \$39.25/LF x 60 LF = \$2355.00	
	Adjustment of quantities (See attachment No.1) <u>\$(-988.00)</u>	
	Total	\$ 1487.00

Reason for Change Order: **Revising and addition during construction**

Attachments: **Attachment No.1**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES: N/A
Original Contract Price \$ <u>154,929.00</u>	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>1</u> \$ <u>6000</u>	Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Price prior to this Change Order: \$ <u>160,929.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase of this Change Order: \$ <u>1487.00</u>	Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Price with all approved Change Orders: \$ <u>162,416.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: _____
CONTRACTOR(Authorized Signature)

Date: _____

Date: _____

Date: _____

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

**ATTACHMENT TO PAY REQUEST NO. 2
 TO CHANGE ORDER NO.2
 J AVENUE EAST SANITARY SEWER IMPROVEMENTS
 OSKALOOSA, IOWA**

No.	Item	Unit	Unit Price	As Bid Quantity	Actual Quantity	Adjustment
1.1	Hot Mix Asphalt, 7' Thick	SY	\$200.00	25	0	(\$5,000.00)
3.1	24" PVC	LF	\$115.00	342	359	\$1,955.00
3.2	18" PVC	LF	\$72.00	642	638	(\$288.00)
3.3	8" PVC	LF	\$75.00	129	119	(\$750.00)
9	Drain Tile Lines	LF	\$30.00	40	55	\$450.00
	Street Prep Work	SY	\$45.00	0.00	58.78	\$2,645.00
				Quantity Adjustment		-\$988.00

Add for 2 LF of 8" PVC From front sheet

Add for PVC to DIP from front sheet

Total Adjustment CO #2 **\$1,487.00**
 Contract Price Prior to CO #2 **\$160,929.00**

Final Contract Price \$162,416.00



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY: Waste Water Department

ITEM TITLE:

Consider a motion approving Payment #2 in the amount of \$25,716.50, to Synergy Contracting LLC for the North 7th Street and J Avenue Sanitary Sewer Improvement Project.

EXPLANATION:

The attached pay request for work on the North 7th and J Avenue Sanitary Sewer Project has been reviewed by Garden & Associates and is recommended for payment. Work included in this pay estimate is outlined on Attachment No. 2 to Pay Request No. 2.

Staff recommends approval of Pay Request No. 2 from Synergy Contracting LLC. in the amount of \$25,716.50 payable to Northern Escrow.

BUDGET CONSIDERATION: The project fund for the improvements will incur an expenditure of \$25,716.50 at this time. Final payment of retainage is all that remains with this project and will occur in a separate action by the City Council.

ATTACHMENTS:

Application for Payment #2
Attached letter from Garden & Associates

APPLICATION FOR PAYMENT NO. 2

To: City of Oskaloosa (OWNER)

From: Synergy Contracting LLC (CONTRACTOR)

Contract: J Ave. San. Sewer Imp.

Project: _____

OWNER's Contract No.: _____ ENGINEER's Project No.: 3009115

For Work Accomplished Through the Date of: 5-23-12

1. Original Contract Price:		\$ 154,929.
2. Net Change by Change Orders and Written Amendments (+ or -):		\$ 7,487
3. Current Contract Price (1 plus 2):		162,416.00
4. Total Completed and Stored to Date:		162,416.00
5. Retainage (Per Agreement):		
5% of Completed Work:	<u>8120.80</u>	
0% of Stored Material:		
Total Retainage:		\$ 154,295.20
6. Total Completed and Stored to Date Less Retainage (4 minus 5):		
7. Less Previous Application for Payments:		\$ 128,578.70
8. DUE THIS APPLICATION (6 MINUS 7)		\$ 25,716.50

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered -- through -- inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application of Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Payment of the above AMOUNT DUE THIS APPLICATION is requested.

Dated: 5-23-12
By: Synergy Contracting LLC (CONTRACTOR)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 6-8-2012
By: GARDEN ASSOCIATES (ENGINEER)

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated: _____
By: CITY OF OSKALOOSA (OWNER)

**ATTACHMENT TO PAY REQUEST NO. 2
J AVENUE EAST SANITARY SEWER IMPROVEMENTS
OSKALOOSA, IOWA**

No.	Item	Unit	Estimated Quantity	Unit Price	Quantity This Period	Quantity To Date	Extended Price
1.	Surfacing Replacement: 1.1 Hot Mix Asphalt, 7 th Thick	SY	25	\$200.00	0.00	0.00	\$0.00
2.	Seeding	LS	XXXX	\$1,000.00	1.00	1.00	\$1,000.00
3.	Sewer Pipe-in-Place: 3.1 24" PVC 3.2 18" PVC 3.3 8" PVC	LF	342	\$115.00	53.00	359.00	\$41,285.00
4.	Standard Manhole - 60" I.D.	LF	642	\$72.00	0.00	638.00	\$45,936.00
5.	Standard Manhole - 48" I.D.	LF	129	\$75.00	5.00	119.00	\$8,925.00
6.	Removal of Existing Manholes	EA	5	\$6,000.00	1.00	5.00	\$30,000.00
7.	Concrete Encasement, 24"	EA	3	\$3,500.00	0.00	3.00	\$10,500.00
8.	Aerial Crossing Piers	EA	4	\$600.00	1.00	4.00	\$2,400.00
9.	Drain Line Tiles	LF	30	\$120.00	0.00	30.00	\$3,600.00
10.	CO#1 Additional 8" PVC	EA	2	\$3,000.00	0.00	2.00	\$6,000.00
11.	CO#1 Add for changing PVC to DIP	LF	40	\$30.00	55.00	55.00	\$1,650.00
12.	Street Prep Work	LF	100	\$60.00	102.00	102.00	\$6,120.00
13.		LF	60	\$39.25	60.00	60.00	\$2,355.00
14.		SY	38.78	\$45.00	38.78	38.78	\$2,645.00
Total Completed							\$162,416.00



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

REQUESTED BY: Waste Water Department

ITEM TITLE:

Consider a resolution approving final acceptance of the North 7th and J Avenue East infrastructure improvements and authorizing the release of retainage in the amount of \$8,120.80 to Synergy Contracting, LLC.

EXPLANATION:

Garden & Associates has submitted the engineer's completion statement for this project along with the final pay application and pay estimates (previous items). The final contract amount for this project is \$162,416.00 with a net increase of \$7,487.00 from the original contract amount awarded by the City Council.

Through approval of this item, the City Council acknowledges the North 7th and J Avenue East Sanitary Sewer Improvements as complete and payment of retainage in the amount of \$8,120.80 (or 5% of the original contract amount) will be released to the contractor 30 days after acceptance, if no claims have been filed against the project.

Staff recommends accepting the completion of this project and releasing the final retainage.

BUDGET CONSIDERATION:

The North 7th and J Avenue East Sanitary Sewer Project fund will incur an expenditure of \$8,120.80 within 30 days, assuming no claims are filed against the project.

ATTACHMENTS:

Resolution
Final pay estimate and retainage
Engineer Completion Statement.

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE WORK OF SYNERGY CONTRACTING, LLC FOR THE NORTH 7th and J AVENUE EAST SANITARY SEWER IMPROVEMENTS PROJECT.

WHEREAS, the City of Oskaloosa, Iowa entered into a contract with Synergy Contracting, LLC. for the construction of sanitary sewer infrastructure improvements, and

WHEREAS, the work has been duly completed on this project in conformance with the plans, specifications, and contract documents;

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

Section 1. That it is hereby found and determined that the work of constructing the North 7th and J Avenue East Sanitary Sewer Improvements, been duly and fully completed by the contractor in accordance with the terms of the contract and the same is hereby accepted and approved.

Section 2. That it is hereby found and determined that the total cost of said project is in the amount of \$162,416.00: We have shown a retainage of \$8,120.80. This amount should be released to the Contractor 30 days after acceptance of the project if no claims have been filed.

Section 3. That all amounts due the contractor are hereby ordered to be paid in accordance with the contract procedures prescribed by the Code of Iowa.

Section 4. That all resolutions or parts of resolutions in conflict herewith be and the same repealed to the extent of such conflict.

PASSED AND APPROVED the 18th day of June, 2012.

David Krutzfeldt , Mayor

ATTEST: _____
Amy Miller, City Clerk

APPLICATION FOR PAYMENT NO. 2

To: City of Oskaloosa (OWNER)
 From: Synergy Contracting LLC (CONTRACTOR)
 Contract: J Ave. San. Sewer Imp.
 Project: _____

OWNER's Contract No.: _____ ENGINEER's Project No.: 3009115

For Work Accomplished Through the Date of: 5-23-12

1. Original Contract Price:		<u>\$ 154,929.</u>
2. Net Change by Change Orders and Written Amendments (+ or -):		<u>\$ 7,487</u>
3. Current Contract Price (1 plus 2):		<u>162,416.00</u>
4. Total Completed and Stored to Date:		<u>162,416.00</u>
5. Retainage (Per Agreement):		
5% of Completed Work:	<u>8120.80</u>	
0% of Stored Material:	_____	
Total Retainage:		<u>\$ 154,295.20</u>
6. Total Completed and Stored to Date Less Retainage (4 minus 5):		<u>\$ 128,578.70</u>
7. Less Previous Application for Payments:		<u>\$ 25,716.50</u>
8. DUE THIS APPLICATION (6 MINUS 7)		<u>\$ 25,716.50</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered -- through -- inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application of Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Payment of the above AMOUNT DUE THIS APPLICATION is requested.

Dated: 5-23-12
 By: Synergy Contracting LLC
 (CONTRACTOR)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 6-8-2012
 By: GARDEN ASSOCIATES
 (ENGINEER)

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated: _____
 By: CITY OF OSKALOOSA
 (OWNER)



CITY COUNCIL COMMUNICATION

MEETING DATE: June 18, 2012

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: June 18, 2012

REQUESTED BY: 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.