



City of Oskaloosa
City Council Meeting Regular Session
Council Chambers
City Hall, 220 S. Market Street
Oskaloosa, IA 52577
Agenda
July 5, 2016

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

1. Invocation: Mayor David Krutzfeldt

2. Pledge of Allegiance.

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

3. Roll Call

_____ Mayor David Krutzfeldt, Council Members:

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

_____ Walling, _____ Yates.

Documents: [20160705 AGENDA ITEMS 1 TO 3 BURST.DOCX](#)

4. Community Comments.

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

Documents: [20160705 COMMUNITY COMMENTS BURST.DOCX](#)

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

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

Documents: [20160705 CONSENT AGENDA PAGE BURST BW.DOCX](#)

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

1. June 20, 2016 Regular City Council Meeting Minutes

2. July 5, 2016 Agenda

Documents: [20160705 CONSENT AGENDA CITY CLERK MINUTES.DOCX](#),
[CITY COUNCIL MINUTES JUNE 20, 2016.DOC](#)

B. Receive and file minutes of Boards and Commissions

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

The minutes of various city boards and commissions are contained in the agenda packet to receive and file.

Documents: [20160705 CONSENT AGENDA BOARDS AND COMMISSIONS.DOCX](#), [MAY WB MINUTES.DOCX](#)

C. Consider payment of claims for June 2016.

Who is submitting this City Clerk/Finance Department item.

Documents: [CITY COMM CLAIMS.DOCX](#), [COUNCIL CLAIMS LIST 06242016.PDF](#), [MANUAL CHECK REPORT 06242016.PDF](#), [CLAIMS OVER 500.PDF](#)

D. Consider approval of a renewal application for a Class C Liquor License with Sunday Sales from Mahaska Bowling and Recreation Center Inc., 1700 A Avenue East.

Who is submitting this City Clerk/Finance Department item.

Documents: [CITY COMM MAHASKA BOWL 07052016.DOCX](#)

E. Consider approval of a renewal application for a Class B Beer Permit (includes wine coolers) with Sunday Sales from Asian Grill Buffet, Inc. dba Asian Buffet, 417 A Avenue West.

Who is submitting this City Clerk/Finance Department item.

Documents: [CITY COMM ASIAN BUFFET 07052016.DOCX](#)

F. Consider a resolution scheduling a public hearing on the vacation and sale of an unused section of public right-of-way lying between 1002 South E Street and 602 9th Avenue West and referring this request to the Planning & Zoning Commission.

Who is submitting this Public Works Director item.

Documents: [EXPLANATION 1002 S E ST ROW VACATION REQUEST.DOCX](#), [RESOLUTION 1002 S E ST ROW VACATION.DOCX](#), [STREET ROW VACATE REQUEST APPLICATION.PDF](#), [UNUSED S E ST](#)

[ROW MAP.PDF](#)

- G. **Consider a resolution approving the temporary closure of South 1st Street between High Avenue East and 1st Avenue East from 4:30 PM to 9:00 PM on July 14 and August 4 for the Oskaloosa Municipal Band event.**

Who is submitting this item. Public Works Director

Documents: [EXPLANATION OSKY CHAMBER BAND \(1\) \(2\).DOCX](#), [RESOLUTION OSKALOOSA CHAMBER BAND.DOCX](#), [STREET CLOSURE REQUEST.PDF](#)

- H. **Consider a resolution approving the temporary closure of South 1st Street between High Avenue East and 1st Avenue East from 3:00 PM to 9:00 PM on July 23, 2016 for an Oskaloosa Main Street Event.**

Who is submitting this item. Public Works Director

Documents: [OSKY MAIN STREET CLOSURE AGENDA ITEM_1.DOCX](#), [OSKALOOSA MAIN STREET- RESOLUTION.DOCX](#), [POSTER EXAMPLE.PDF](#)

- I. **Consider approval of Pay Request No. 5 in the amount of \$18,997.45 to C. L. Carroll Co., Inc. for work completed on the Southwest Wastewater Treatment Plant digester.**

Who is submitting this item. Public Works Director

Documents: [CLCARROLL PAY APP NO. 4 EXPLANATION \(2\).DOCX](#), [PAY APP 5.PDF](#)

- J. **Consider a resolution approving a 28E Agreement between the city of Oskaloosa, Iowa and the Forest Cemetery Association.**

Who is submitting this item. City Manager's Office

Documents: [20160705_FOREST CEMETERY 28E.DOCX](#), [20160705_28E AGREEMENT FOREST CEMETERY RESO.DOC](#), [20160705_FOREST CEMETERY 28E AGREEMENT FY2017.DOCX](#)

- K. **Consider a resolution approving and directing the City Manager to negotiate a sales agreement for temporary effluent water usage between the City of Oskaloosa and Harvest Point, LLC.**

Who is submitting this item. City Manager Department

Documents: [EFFLUENT COMMUNICATION.DOCX](#), [RESN EFFLUENT WATER SALES WITH HARVEST POINT.DOCX](#), [HARVEST POINT LLC PURCHASE OF EFFLUENT WATER 2012.DOCX](#)

L. Consider a resolution approving the 2017 Citywide Storm Sewer Intake Repairs Project.

Who is submitting this item. Public Works Director

Documents: [2017 STORM SEWER INTAKE REPAIR PROJECT AGENDA_1 \(2\) \(2\).DOCX](#), [RESOLUTION VER 1.DOCX](#), [ATTACHMENT A - SCOPE OF WORK.PDF](#), [ATTACHMENT B - BID SHEET.PDF](#), [COMPETITIVE QUOTE CONTRACT.PDF](#), [COST ESTIMATE.PDF](#), [QUOTE TABULATION.PDF](#)

M. Consider a resolution to approve and direct the Mayor to execute a professional services contract with Garden and Associates, Ltd. for the Storm Sewer Easement Acquisition Project in an amount not to exceed \$25,000.

Who is submitting this item. Public Works Director

Documents: [EXPLANATION ENGG CONTRACT STORMWATER EASEMENTS \(2\).DOCX](#), [RESOLUTION.DOCX](#), [LETTER.PDF](#), [CONTRACT.PDF](#)

N. ----- END OF CONSENT AGENDA -----
--

6. Announcement of Vacancies

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.

- Airport Commission - One vacancy to fill upon appointment for an unexpired term that ends December 31, 2021. This is a five member board that typically meets the first Monday of the month. (4 males and 0 females currently serve with 1 vacancy)
- Historic Preservation Commission - Three vacancies - one vacancy to fill upon appointment for a term that ends December 31, 2018; and two vacancies for alternate members. This is a seven member board with two alternate members that meets as needed. (4 males and 2 females currently serve with 3 vacancies, two for alternate members)
- Housing Trust Fund Committee - One vacancy to fill upon appointment for an unexpired term that ends January 31, 2017. Five at-large members serve on the committee that meets every other month. (2 males and 2 females currently serve at-large with 1 vacancy)
- Municipal Housing Agency - One vacancy to fill upon appointment for an unexpired term that ends February 28, 2017. This is a five member board that meets quarterly. (2 males and 2 females currently serve with 1 vacancy)

Documents: [20160705 BOARD AND COMMISSION VACANCIES BURST.DOCX](#)

7. Regular Agenda

Documents: [20160705 REGULAR AGENDA BURST.DOCX](#)

- A. Consider a resolution levying a special assessment against private property for cleanup of a property located at 513 South H Street, Oskaloosa, Iowa, by the city of Oskaloosa, Iowa in accordance with Chapter 8.08.080 of the City Code of the city of Oskaloosa, Iowa. (PUBLIC HEARING)**

Who is submitting this item. City Clerk/Finance Department

Documents: [CITY COMM CLEANUP ASSESSMENT.DOCX](#), [RESOLUTION NO NUISANCE ABATEMENT 03172016 \(002\).DOCX](#)

- B. Consider a resolution approving and authorizing execution of a Development Agreement by and between the city of Oskaloosa and Intraco, Inc. dba Cablevey. (PUBLIC HEARING)**

Who is submitting this item. City Manager's Office

Documents: [20160705_TIF PUBLIC HEARING CABLEVEY DA \(1\).DOCX](#), [20160706_CABLEVEY DA RESO.DOCX](#), [OSKALOOSA-CABLEVEY DA FINAL.DOCX](#)

- C. Consider a resolution approving the plans, specifications, form of contract, and estimated cost for the West Mall (Hy-Vee) Parking Lot Rehabilitation Project. (Public Hearing)**

Who is submitting this item. Public Works Director

Documents: [EXPLANATION HYVEE PARKING LOT PROJECT PLANS.DOCX](#), [RESOLUTION HYVEE PARKING LOT PROJECT PLANS.DOCX](#), [HYVEE PARKING LOT PLANS.PDF](#), [ENGINEER ESTIMATE.PDF](#)

- D. Consider a resolution awarding a contract for the West Mall (Hy-Vee) Parking Lot Rehabilitation Project to Norris Asphalt Paving Co.**

Who is submitting this item. Public Works Director

Documents: [EXPLANATION REV 1.DOCX](#), [RESOLUTION REV 1.DOCX](#), [BID TABULATION.PDF](#), [NOTICE OF AWARD.PDF](#)

- E. Consider a resolution approving the 15th Avenue West and Edmundson Drive Sidewalk Project.**

Who is submitting this item. Public Works Director

Documents: [EXPLANATION 15TH AVE W SIDEWALK PROJECT_1_1 \(2\).DOCX](#), [RESOLUTION VER 1.DOCX](#), [15TH AVE W SIDEWALK PLAN.PDF](#), [ATTACHMENT A - SCOPE OF WORK.PDF](#), [ATTACHMENT B - BID SHEET.PDF](#), [COST ESTIMATE.PDF](#), [COMPETITIVE QUOTE CONTRACT.PDF](#), [QUOTE TABULATION.PDF](#)

F. Consider an ordinance to change the parking restrictions along C Avenue East from North 11th Street to South Park Avenue – 2nd Reading.

Who is submitting this item. Public Works Director

Documents: [C AVE E PARKING CHANGE EXPLANATION_1 \(1\).DOCX](#), [OPTION 1 ORDINANCE.DOC](#), [OPTION 2 ORDINANCE.DOC](#), [FIGURE 1 EXISTING NO PARKING ZONES.PDF](#), [FIGURE 2 OPTION 1 STAFF RECOMMENDATION.PDF](#), [FIGURE 3 OPTION 2 P AND Z RECOMMENDATION.PDF](#), [CRASH DATA.PDF](#), [C AVE E SURVEY RESPONSES.XLS](#), [VICKIE WOLFE LETTER.PDF](#), [BURK-C AVE E PARKING LETTER.PDF](#)

G. Consider an ordinance amending the Oskaloosa Municipal Code, Chapter 12.08, by adding Section 12.08.110 relating to requirements for temporary closure of streets for special events. – 1st Reading.

Who is submitting this item. Public Works Director

Documents: [EXPLANATION TEMP CLOSURE SPECIAL EVENTS.DOCX](#), [ORDINANCE.DOCX](#)

8. Report on Items from City Staff.

- a) City Manager
- b) City Clerk.

- c) City Attorney.

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

Documents: [20160705 REPORTS FROM STAFF BURST.DOCX](#)

9. City Council Information

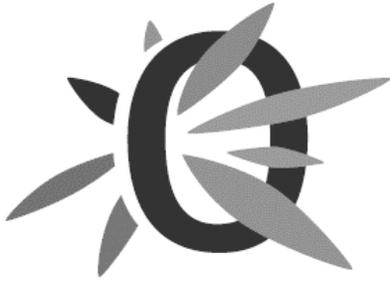
This item is reserved to receive reports from the Mayor and City Council. This is an opportunity for the members of the City Council to provide updates on activities, events, or items of note to the public. This is also the opportunity for the City Council to request future agenda items, or request items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

Documents: [20160705 CITY COUNCIL INFORMATION BURST.DOCX](#)

10. Adjournment

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

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



City Council Communication
Meeting Date: July 5, 2016
Requested By: Mayor & City Council

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

1. Invocation: Mayor David Krutzfeldt
2. Pledge of Allegiance
3. Roll Call: _____ Mayor David Krutzfeldt, Council Members:
 _____ Burnett, _____ Caligiuri, _____ Jimenez, _____ Moore,
 _____ Ver Steeg, _____ Walling, _____ Yates.

Explanation:

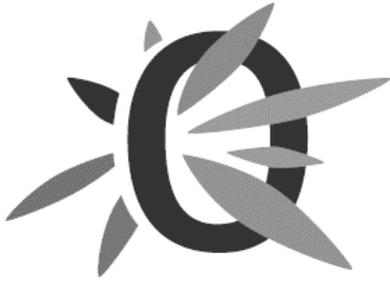
Not applicable.

Budget Consideration:

Not applicable.

Attachments:

None.



City Council Communication
Meeting Date: July 5, 2016
Requested By: Mayor & City Council

Item Title: Community Comments

Explanation:

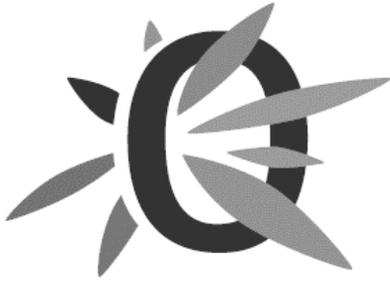
This item is reserved to receive comments from the community for concerns whether or not they are included in the current agenda. The community is encouraged to come and speak before the Mayor and City Council and asked to keep statements brief. Time shall be limited to no more than three minutes. Any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

Budget Consideration:

Not applicable.

Attachments:

None.



City Council Communication
Meeting Date: July 5, 2016

Item Title: CONSENT AGENDA

Explanation:

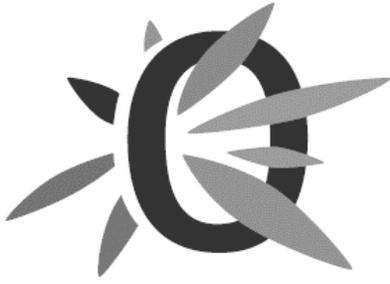
All items appearing on the Consent Agenda are considered routine by the City Council and shall be enacted by one motion. If discussion is desired, that item shall be removed, discussed separately and approved by a separate motion of the City Council.

Budget Consideration:

Not applicable.

Attachments:

None.



City Council Communication

Meeting Date: July 5, 2016

Requested By: City Clerk/Finance Department

Item Title: CONSENT AGENDA

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

Explanation:

1. June 20, 2016 City Council Regular Meeting Minutes
2. July 5, 2016 Agenda

Budget Consideration:

Not applicable.

Attachments:

June 20, 2016 City Council Regular Meeting Minutes

OSKALOOSA CITY COUNCIL
REGULAR MEETING
June 20, 2016

The Oskaloosa City Council met in regular session on Monday, June 20, 2016, at 6:00 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates.

Ross Schultz, Mahaska Health Partnership, commented on C Avenue East parking and City Attorney David Dixon stated a firefighter was watching the city hall entrance to the elevator to assist anyone needing to get to the city council chambers since the city hall elevator was out of order.

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

1. June 6, 2016 City Council Regular Meeting Minutes
2. June 20, 2016 Agenda
3. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - a. May 23, 2016 Library Board Minutes
 - b. June 6, 2016 Airport Commission Minutes
 - c. June 7, 2016 Planning and Zoning Commission Minutes.
4. Receive and file financial reports for May 2016.
5. Renewal application for a Class C Beer Permit with Native Wine and Sunday Sales for Casey's Marketing Company, dba Casey's General Store #2350, 1902 South Market Street.
6. Application for a new Class C Liquor License with Catering Privilege from Sodexo Management, Inc., dba William Penn University-Musco Technical Center, 319 R Avenue West effective July 1, 2016.
7. FY 2017 Cigarette/Tobacco/Nicotine/Vapor Permits.

The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Yates, seconded by Ver Steeg to approve Pay Request No. 5 in the amount of \$5,780.03 to C. L. Carroll Co., Inc. for work completed on the Southwest Wastewater Treatment Plant digester. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Yates, seconded by Ver Steeg to approve Pay Request No. 1 in the amount of \$437,067.69 to DDVI, Inc. for work completed on the Oskaloosa Fire Department Expansion and Renovation Project. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Yates, seconded by Ver Steeg to approve payment of \$100.00 to each property owner who granted a temporary easement for the Sidewalk Improvement Project. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Yates, seconded by Ver Steeg to approve the appointment of Jason Carter and Danny Nance to the Water Board for six year terms that begin July 1, 2016 and end June 30, 2022. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Yates introduced Resolution No. 16-06-87 entitled "A RESOLUTION FOR TEMPORARY CLOSURE OF PUBLIC WAYS OR GROUNDS FOR AN EVENT TO BE HELD BY OSKALOOSA MAIN STREET AND THE OSKALOOSA AREA CHAMBER AND DEVELOPMENT GROUP" to close High Avenue East from 1st Street to the north-south alley adjacent to 211 High Avenue East; 1st Avenue East from South 1st Street to the north-south alley adjacent to Midwest One Bank, and the 120 foot east-west alley adjacent to the Mahaska County Courthouse from 6 a.m. to 11:00 p.m. on July 16, 2016, subject to receipt of a \$1,000,000 liability insurance certificate naming the city as an additional insured, and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Yates introduced Resolution No. 16-06-88 entitled "RESOLUTION AMENDING THE PURCHASING POLICY FOR THE CITY OF OSKALOOSA, IOWA" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Yates introduced Resolution No. 16-06-89 entitled "RESOLUTION APPROVING A CONTRACT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF OSKALOOSA, IOWA AND 10-15 TRANSIT" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Yates introduced Resolution No. 16-06-90 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: Burnett, Caligiuri, Jimenez, Moore, Ver Steeg, Walling and Yates
NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Yates introduced Resolution No. 16-06-91 entitled "RESOLUTION SCHEDULING A TIME FOR HEARING FOR CONSIDERING THE MATTER OF LEVYING A SPECIAL ASSESSMENT AGAINST PRIVATE PROPERTY FOR CITY CLEAN UP OF A PREMISES AND DIRECTING NOTICE TO THE OWNER TO BE ASSESSED" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

Whereupon the Mayor declared said resolution duly adopted.

Yates introduced Resolution No. 16-06-92 entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH INTRACO, INC., DBA "CABLEVEY" AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

Whereupon the Mayor declared said resolution duly adopted.

Margaret Ratcliff, MidWestOne Insurance Services, gave a presentation to review the proposal for Fiscal Year 2017 Property, Liability, Automobile, Equipment and Workers Compensation Insurance for a cost of \$210,577.

Jimenez introduced Resolution No. 16-06-93 entitled "RESOLUTION ADOPTING THE PROPOSAL FOR FISCAL YEAR 2017 PROPERTY, LIABILITY, AUTOMOBILE, EQUIPMENT AND WORKERS COMPENSATION INSURANCE FOR A COST OF \$210,577" and moved its approval. Caligiuri seconded the motion. The roll was called and the vote was:

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

Whereupon the Mayor declared said resolution duly adopted.

The Mayor announced this was the time and place for the public hearing regarding changing the parking restrictions along C Avenue East from North 11th Street to South Park Avenue and that citizens would now have the opportunity to comment. Ross Schultz, Mahaska Health Partnership, commented. There were no written comments received. The Mayor declared said hearing closed.

Caligiuri introduced "AN ORDINANCE ESTABLISHING "NO PARKING ZONES" ALONG THE NORTH SIDE OF C AVENUE EAST FROM 540 FEET WEST OF SOUTH PARK AVENUE TO 340 FEET WEST OF SOUTH PARK AVENUE; AND 50 FEET EAST AND WEST OF NORTH 11TH STREET ON THE NORTH SIDE OF C AVENUE EAST, PROHIBITING THE PARKING OF MOTOR VEHICLES OR OTHER TYPES OF VEHICLES WITHIN SAID NO PARKING ZONES, AMENDING THE OSKALOOSA MUNICIPAL CODE TO REFLECT THE CHANGES, AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF" and moved its approval on the first reading. Jimenez seconded the motion. The roll was called and the vote was:

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

NAYS: None

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

Caligiuri introduced Resolution No. 16-06-94 entitled "RESOLUTION APPROVING THE SITE PLAN FOR THE NEW 6,000 SQUARE FOOT STEPHEN MEMORIAL ANIMAL SHELTER TO BE LOCATED AT 1716 PELLA AVENUE" subject to the following stipulations:

1. Easements for the storm sewer/grading improvements along the east side of the property will need to be obtained.
2. If necessary, provide post construction erosion control measures along the northeast and southwest sloped areas
3. Combine and/or re-plat the parcels associated with this site plan. If necessary, dedicate right-of-way along D Avenue West in order to match the existing right-of-way

and moved its approval. Burnett seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

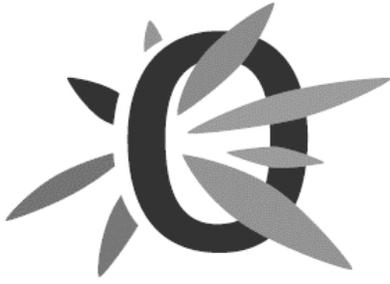
Fire Chief Mark Neff reported on the Fire Station Project.

It was moved by Caligiuri, seconded by Ver Steeg that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 7:01 p.m.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk



City Council Communication

Meeting Date: July 5, 2016

Requested By: City Manager's Office

Item Title: CONSENT AGENDA

Receive and file reports and communications from advisory and operating boards and commissions.

Explanation:

1. May 23, 2016 Water Board Minutes

Budget Consideration:

Not applicable.

Attachments:

May 23, 2016 Water Board Minutes

OSKALOOSA WATER BOARD
REGULAR MEETING
5/23/16

Members Present:

Jason Carter
Brad Hodges
Mike Vore

Ex-Officio Members Present:

Mayor Krutzfeldt
Tom Jiminez
Mike Schrock

Others Present:

Chad Coon
Ken Allsup
Eric Dursky

A motion was made by Brad Hodges and 2nd by Jason Carter to approve the agenda as presented. All ayes, motion carried.

A motion was made by Brad Hodges to approve the minutes of the 4/18/16 regular meeting and the 4/28/16 special meeting. The motion was 2nd by Mike Vore. The motion carried with all ayes.

The attached vouchers totaling \$298,640.79 were presented for approval as well as Financial Statements. A motion was made by Brad Hodges to approve the vouchers for payment. This was second by Jason Carter. The Financial Statements were also presented for approval. Motion by Mike Vore and second by Brad Hodges to approve financial statements. The motion carried with all members present voting yes.

1. Customer Forum was the next agenda item. There were no items presented.
2. Next was the discussion of wastewater operations. Chad stated that an employee had been hired for the seasonal position and that nuisance mowing had begun for the season. Chad had printed out the Emergency/Disaster Response Plan and began discussing this with the group. There were several suggestions on what the group would like to see this develop into and how to use this as a tool moving forward for accountability and safety. Eric Dursky, Mahaska County Sanitarian was also in attendance and provided input as well. The sheet of critical processes was also discussed and reviewed. There were questions about substituting titles or positions for names of individuals. It was noted that these documents should be living breathing documents and therefore will need to be changed and updated on a regular basis. An annual review was discussed. It was also discussed to build a plan such as this for waste water and to contact Tom Atkinson with

the Iowa DNR's waste water section for assistance. Chad also talked to the group about sewer projects that will be scheduled in the coming years and asked about the possibility of replacing water main at the same time. There were questions of cost and timing and Chad replied that he would get estimates from the engineers and also look at when these projects were planned to occur. Chad also updated the group on the 28E agreement and various work to meet the expectations of that agreement. Each member had a copy of the spreadsheet that was developed by the City Manager. Chad stated that he and Board member Tacke were to meet the first week of June to work on integrating the two worksheets into one document for ease of use. Mike Schrock asked the Board if it would be possible to look at how delinquent accounts payments were distributed between waste water, storm water and water. Chad was instructed to ask Crystal how much money has been collected in the last year from delinquent accounts. The City's website and online billing were also discussed. Chad presented information to the group showing language that had been added to the payment site as requested by OMWD's legal counsel. Chad was asked if OMWD was indemnified by the third party vendor for data breach. Chad stated that he would check both with our insurance carrier and the third party vendor on this issue.

3. Next on the agenda was consideration and discussion of billing for Red Carpet Inn. There were no representatives in attendance for Red Carpet Inn. There were no motions made for action by the Board of Trustees.
4. Next on the agenda was an update of OMWD rules and regulations that related to billing and collections. The Board was presented the old code sections that dealt with these issues, sections 2.400 thru 2.435. These were to be replaced and updated with sections 2.400 thru 2.410. Chad informed the Board that the changes had been made by the Dickinson Law Firm in Des Moines. The Mayor asked about a couple of wording issues in two of the sections that may need to be altered to clean up the intent of each section. In section 2.400 in the 4th paragraph, 2nd sentence, "If not paid ten days of..." will be changed to "If not paid ten days after..." In section 2.403, 1st paragraph, 1st sentence, "...must be made two business..." will be changed to "...must be made at least two business..." These changes were then addressed with the motion to approve the changes. Mike Vore made a motion to replace old sections 2.400 thru 2.435 of the Oskaloosa Municipal Water Department's Rules and Regulations and replace them with the updated sections 2.400 thru 2.410 with the wording changes as discussed for section 2.400 and 2.403. Brad Hodges second the motion will all members voting yes. Motion passed.
5. General Manager's Update was next on the agenda. The group was updated on the public information meeting that had been held for the Carbonado Road project, water main replacement on Highway 23, and hydrant flushing.

6. Miscellaneous was the last agenda item. The Board was updated on the four leaks that had happened in the last month. There was a question about the possibility of putting together a program for the community to provide information and assistance with testing for lead. Mike Schrock indicated that there would be the possibility of applying for MCCF grant funding to help pay for something that would be for the betterment of Oskaloosa. Tom Jiminez asked about adding an agenda item for a leadership position to assist the General Manager with his duties both administratively and in field work. There was discussion by the group about the background and possible need for something of this nature.

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

ATTEST

Meeting Adjourned 4:37 PM

Mike Vore – Chairman

Brad Hodges– Secretary

The Oskaloosa Water Department Board of Trustees met in regular session Monday May 23, 2016 at 3:00 PM with board members Carter, Hodges, and Vore present. The agenda was approved as presented. All members voting aye. Minutes of the 4/18/16 regular meeting, and 4/25/16 special meeting were approved as presented, all ayes. Invoices were approved for payment, ayes all.

Following Warrants Allowed: (see attached sheet)

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

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

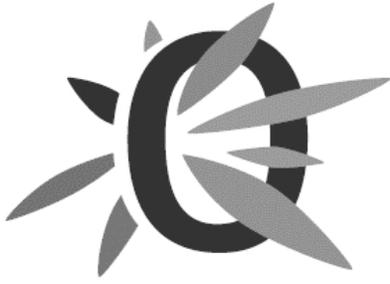
Consideration and discussion of billing for Red Carpet Inn was next on the agenda. There was no action taken by the Board of Trustees.

Next on the agenda was Update OMWD Rules and Regulations, Billing and Collections Section 2.400 through 2.410. Motion by Vore to update old section 2.400 through 2.435 with new sections 2.400 through 2.410 with modifications to wording in section 2.400 in the 4th paragraph, 2nd sentence, "If not paid ten days of..." will be changed to "If not paid ten days after..." In section 2.403, 1st paragraph, 1st sentence, "...must be made two business..." will be changed to "...must be made at least two business..." the rest of the document as presented. Motion second by Hodges. Ayes all, motion passed.

The next two section were discussed, but no action was taken.

Motion was made for adjournment by Vore. Carter second the motion. Ayes all, meeting adjourned. 4:37 PM.

Brad Hodges, Secretary



City Council Communication

Meeting Date: July 5, 2016

Requested By: City Clerk/Finance Department

Item Title: CONSENT AGENDA

Consider payment of claims for June 2016.

Explanation:

A list of claims for June is included in your agenda packet. An additional list will be distributed at the council meeting. Also included in the packet is a detailed list of most claims over \$500.

Staff recommends approval.

Budget Consideration:

Totals will appear on the claims lists.

Attachments:

Claims lists



COUNCIL CLAIMS LIST

Access Systems	IT support - June	2,257.88
Acco	Chlorine - Edmundson Pool	1,089.20
Acme Tools	Level and measuring wheel	126.98
Agriland FS Inc.	Sodium bicarbonate	132.50
	Sodium bicarbonate	132.50
	Sodium bicarbonate	132.50
	Sodium bicarbonate	132.50
Aramark Uniform & Career Apparel, LLC	Rubber mats	111.99
Arnold Motor Supply	Filters	80.19
	Oil	25.46
	Oil	122.30
	Wiper blade	72.50
	Tools	20.35
	Supplies	1.59
	Supplies	10.77
Attorney General's Office	Forfeiture money - Clark	211.50
BirdsEyeDesign	Business cards	83.00
Brown's Shoe Fit Company	Boots - Vroegh	100.00
C.L. Barnhouse Company	City band music	29.60
Certified Pest Control	Pest control	30.00
	Pest control	30.00
Christian Opportunity Center	Cleaning services	90.60
David E. Sharp	City band music	150.00
Fastenal Company	Supplies	21.24
	Supplies	2.25
Forterra Building Products Inc	Intake - Hy Vee parking lot project	1,305.00
Gall's LLC	Uniforms	47.91
Genskow Distributing Inc.	Pool concessions	30.48
	Pool concessions	45.36
	Pool concessions	71.40
Haines Auto Supply	Motor	168.40
	Tools	14.65
Hy Vee Accounts Receivable	Pool concessions	64.86
	Pool concessions	65.90
IA Munic Workers Comp Assoc	Work comp deposit	11,228.00
International Code Council Inc	Code information	30.00
Iowa City/County Management Association	Annual membership dues	250.00
Iowa League of Cities	Annual member dues	4,283.00
John Deere Financial	Supplies	7.68
	Hose	49.99
	Pool supplies	22.98
Kelderman Electronics	Supplies	8.61
	Fan	19.99
	Fan	19.99
Kelly Supply Company	Supplies	51.20
Lappin Tire Inc	Oil change	38.50

	Oil change	53.50
	Oil change	38.50
	Oil change	38.50
	Tire repair	15.00
	Install tires	263.26
	Tire repair	15.00
Lawson Products Inc.	Paint	138.11
Mahaska Bottling	Can bags	80.00
Mahaska Co Highway Dept	Fuel	811.97
	Fuel	333.01
	Fuel	1,755.90
Mahaska Communication Group, LLC	Telephone services	107.32
	Telephone services	42.87
	Internet services	71.86
	Telephone services	223.01
	Telephone services	62.07
	Telephone services	65.86
	Telephone services	1,222.67
Malcom Lumber Window & Door Center	Supplies	11.50
MidAmerican Energy	Repair electric pole	318.69
Midwest Wheel Companies	Parts for repair	92.67
	Parts for repair	140.48
MidWestOne Insurance Services Inc.	Annual insurance premium	165,295.00
	Additional insured - Water Dept	35.00
Municipal Supply Inc	Grate and curb - Hy Vee parking lot project	850.00
Northern Safety Co. Inc.	Safety supplies	94.93
Oskaloosa Area Chamber & Development Group	Quarterly contribution	10,000.00
Oskaloosa Herald/Shopper	Publications	590.80
Paul Clark	City band music	250.00
Pella Regional Health Center	Professional services	3,322.75
Phillips Machine & Metal Fab Inc	Tanker trailer repair	878.40
Quill Corporation	Office supplies	213.21
	Office supplies	61.86
Rohrbach Associates PC Architects	Professional services - Fire Station construction	1,995.70
Security Specialties	DVR's - Police interview rooms	532.50
	Replace hard drive	50.00
Shield Technology Corp	Computer software - Police Dept	3,465.00
Stams Greenhouse	Top soil	47.88
Steve Johnson Plumbing and Heating	Closet kits - Golf course	319.80
Surefire LLC	Batteries	70.83
Taser International Inc	Supplies	68.07
The Office Center Inc.	Copier maintenance	16.90
	Supplies	150.89
Town and Country Wholesale	Pool concessions	530.29
	Pool concessions	692.78
	Pool concessions	68.12
Trans-Iowa Equipment LLC	Wiper blades	376.20
	Parts for repair	94.57
Turfwerks	Parts for repair - golf course	235.11
	Irrigation system - Golf course	843.75
Tyler Technologies Inc	Annual maintenance - Financial software	8,686.53
U.S. Cellular	Telephone services	27.04

Vande Wall Plumbing	Camera sewer - Fire Station	400.00
Walmart Community/GECRB	Pool concessions	70.24
	Supplies	28.32
	Office supplies	208.11
	Pool concessions	67.16
	Pool supplies	146.56
	Pool concessions	107.44
	Pool concessions	45.97
	Smoke detectors	25.94
	Supplies	16.68
	Medications	12.18
Wellington Tools Sales Inc	Tools	97.75
West Music Co.	Bandstand microphones	599.90
Zachary Ross	City band music	50.00
Zep Sales and Service	Pest control	177.47
Ziegler Inc.	Supplies	46.51
	Parts for repair	78.64
	Parts for repair	99.14
	Parts for repair	20.67
		<hr/>
		231,085.64



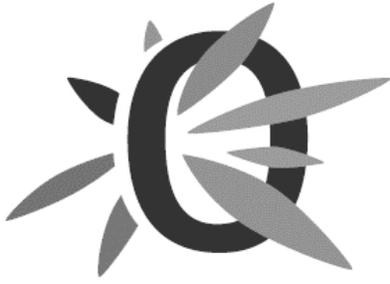
MANUAL CHECK REPORT

Akhilesh Pal	Reimburse mileage	28.80
Alan VanWaardhuizen	Temporary easement compensation	100.00
Austin Rogers	Reimburse meal expense	18.03
Austin Rogers	Reimburse meal expense	20.20
C. L. Carroll	Payment #4 - Waste Water digester repairs	6,148.02
Cornerstone Excavating, Inc	Partial retainage - 3rd Ave E project	74,647.40
Crystal Breuklander & Curt's Excavating	Demolition II loan - 111 H Ave E	4,000.00
David Wilke	Reimburse meal expense	20.57
David Wilke	Reimburse meal expense	18.56
DDVI Inc	Payment #1 - Fire station construction and remodel	437,067.59
Delta Dental of Iowa	Dental insurance	519.00
Edward D Jones	Savings Edward Jones	200.00
Edward D Jones	Savings Edward Jones	200.00
Fair Realty Company	Temporary easement compensation	100.00
Fidelity Security Life Insurance Company	Vision insurance	280.36
Gladys Genskow	Reimburse flowers - pool	54.45
I.U.P.A.T. District Council 81	Union dues	214.64
Iowa Workforce Development	2nd quarter unemployment contribution	644.11
James Catherman	Temporary easement compensation	100.00
Madison National Life	June life insurance premium	415.33
Mahaska Comm Recreation Foundation Inc.	June hotel/motel tax	19,356.20
Mahaska County Recorder	Record 28 E agreement - Jefferson Township	22.00
Mahaska County Recorder	Record 28E agreement - Spring Creek Township	27.00
Marilyn Johannes	Reimburse petty cash	51.72
Michael Schrock Jr.	Reimburse conference registration - ICMA	655.00
Michael Schrock Jr.	Reimburse supply expense - city hall	292.56
Oskaloosa Community Schools	June local option sales tax	88,894.66
PPME 2003 IBPAT	Police union dues	408.44
Sandra Hughes	Temporary easement compensation	100.00
United Way	United Way	30.00

634,634.64

June Payroll 315,565.39

Alexander, Craig	Cell phone reimbursement	20.00
Boston, Troy	Cell phone reimbursement	20.00
Calzaretta, Michael	Cell phone reimbursement	20.00
McGee, John	Cell phone reimbursement	20.00
Neff, Mark	Cell phone reimbursement	20.00
Pal, Akhilesh	Cell phone reimbursement	20.00
Russell, Wyatt	Cell phone reimbursement	20.00
Schrock Jr, Michael	Cell phone reimbursement	20.00
Vroegh, Gary	Cell phone reimbursement	20.00
Vroegh, Grant	Cell phone reimbursement	20.00
Willey, Nathan	Cell phone reimbursement	20.00



City Council Communication

Meeting Date: July 5, 2016

Requested By: City Clerk/Finance Department

Item Title: CONSENT AGENDA

Consider approval of a renewal application for a Class C Liquor License with Sunday Sales from Mahaska Bowling and Recreation Center Inc., 1700 A Avenue East.

Explanation:

The application is complete and pending fire department approval.

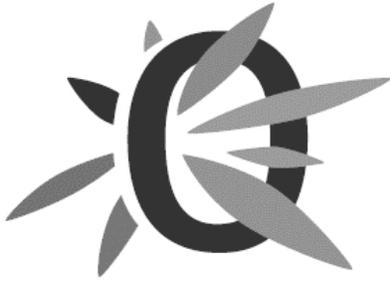
Staff recommends approval.

Budget Consideration:

\$845.00 revenue to the General Fund.

Attachments:

None



City Council Communication

Meeting Date: July 5, 2016

Requested By: City Clerk/Finance Department

Item Title: CONSENT AGENDA

Consider approval of a renewal application for a Class B Beer Permit (includes wine coolers) with Sunday Sales from Asian Grill Buffet, Inc. dba Asian Buffet, 417 A Avenue West.

Explanation:

The application is complete and pending fire department approval.

Staff recommends approval.

Budget Consideration:

\$300.00 revenue to the General Fund.

Attachments:

None



City Council Communication

Meeting Date: July 5, 2016

Requested By: Public Works Dept.

Item Title: CONSENT AGENDA

Consider a resolution scheduling a public hearing on the vacation and sale of an unused section of public right-of-way lying between 1002 South E Street and 602 9th Avenue West and referring this request to the Planning & Zoning Commission.

Explanation:

Steve Hoeksema, as conservator for Alyssa Williams, whose conservatorship owns the property located at 1002 South E Street, has requested that the unused public right-of-way adjacent to this property be vacated. Mr. Hoeksema is also requesting that the street vacation application fee be waived and that the conservatorship be allowed to purchase the right-of-way for \$1.00 plus recording and transfer costs. This right-of-way vacation request is 6,660 square feet in area and is zoned R-2 (Urban Family Residential).

Gary Mitchell, the owner of the property adjacent to this right-of-way vacation request at 602 9th Avenue West, has expressed that if the right-of-way is vacated, he would like to purchase his half at the price requested by Mr. Hoeksema.

If vacation and sale are approved, the area will be divided as shown on the attached location map. Vacation of this public right-of-way will not limit access to other properties. However, easement rights will need to be retained for sanitary sewer main, gas main, and overhead electric lines that exist within this public right-of-way.

Recommended Action:

Staff recommends the City Council refer this request to the Planning & Zoning Commission and schedule a public hearing on the vacation and sale of the above mentioned unused public right-of-way for July 18, 2016.

Budget Consideration:

If vacated, the adjacent property owners wish to purchase this public right-of-way area for \$1.00 plus recording and transfer costs. Typically, alleys are sold for \$0.50 per square foot and streets are sold for \$1.00 per square foot.

Attachments:

Location Map, Resolution

RESOLUTION NO. _____

A RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO VACATE THE PUBLIC RIGHT-OF-WAY LYING BETWEEN 1002 SOUTH E STREET AND 602 9TH AVENUE WEST IN OSKALOOSA AND REFERRING THE REQUEST TO THE PLANNING AND ZONING COMMISSION

WHEREAS, a request has been made and the City wishes to vacate the public right-of-way located between 1002 South E Street and 602 9th Avenue West in Oskaloosa and legally described as follows:

The 60 foot by 111 foot section of South E Street lying adjacent to Lot 9 and Lot 12 of Green's Subdivision of Lot 5 of the City of Oskaloosa, Mahaska County, Iowa

WHEREAS, section 12.24.020 of the Oskaloosa Municipal Code and Iowa Code 362.3 require that said requests be referred to the Planning and Zoning Commission for further consideration; and,

WHEREAS, section 12.24.030 of the Oskaloosa Municipal Code requires a public hearing on such vacations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oskaloosa, Iowa, that a public hearing shall be conducted on July 18, 2016 at 6:00 p.m. in the City Council Chambers, City Hall, Oskaloosa, Iowa at which time persons may appear and speak for or against the vacation as legally described in the preamble hereof.

PASSED AND APPROVED this _____ day of July, 2016.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk



City of Oskaloosa, Iowa

Public Works Department

804 South D Street, Oskaloosa, IA 52577
Phone: (641)673-7472 Fax: (641)673-3733

STREET VACATION REQUEST

PLEASE NOTE: Street right-of-ways are sold at the rate of \$1.00 per square foot. The \$100.00 application fee **and** the purchase price of 1/2 of the proposed street section must be paid at the time of this request. If vacation and sale of the street is not approved, the purchase amount will be refunded. If vacation and sale of the street section is approved, adjacent property owners may purchase their portion of the vacated street within 30 days of the final hearing. After 30 days, the remaining unsold portions of vacated street may be purchased by any of the adjacent property owners.

Street Vacation Request Information

I, (We) Iowa State Bank, conservator for Alyssa Williams am (are) requesting the vacation and sale of the section of
Applicant

South E Street from 9th Avenue West to Rail Road right of way on the south.
Street Name Cross Street Cross Street

Total Length: 111 feet Section Width: 60 feet

Total Requested Street Vacation Area: 6,660 square feet

Reason(s) for requesting street vacation: The right of way is currently being maintained by the Conservatorship and has been since it was acquired 8/30/2013 when the property was purchased. Since we have been maintaining the right of way, we are requesting that the application fee and cost for acquiring the right of way be waived.

Contact Information

Applicant: <u>Iowa State Bank, Conservator for Alyssa Williams</u>	<u>515-246-6333</u>
Name <u>Steven C. Hoeksema, Executive V. P</u>	Phone <u>schoeksema@iowastatebanks.com</u>
Address	Email

Applicant Signature: Steven C Hoeksema EVP Date: 6/21/2016

Non-refundable publication and processing fee: \$100.00 Date Fee and 1/2 of Street Paid: _____

Amount Paid for 1/2 of the Street: (_____ square feet) X (\$1.00 per square foot) = \$ _____
Total Area/2 Total Cost

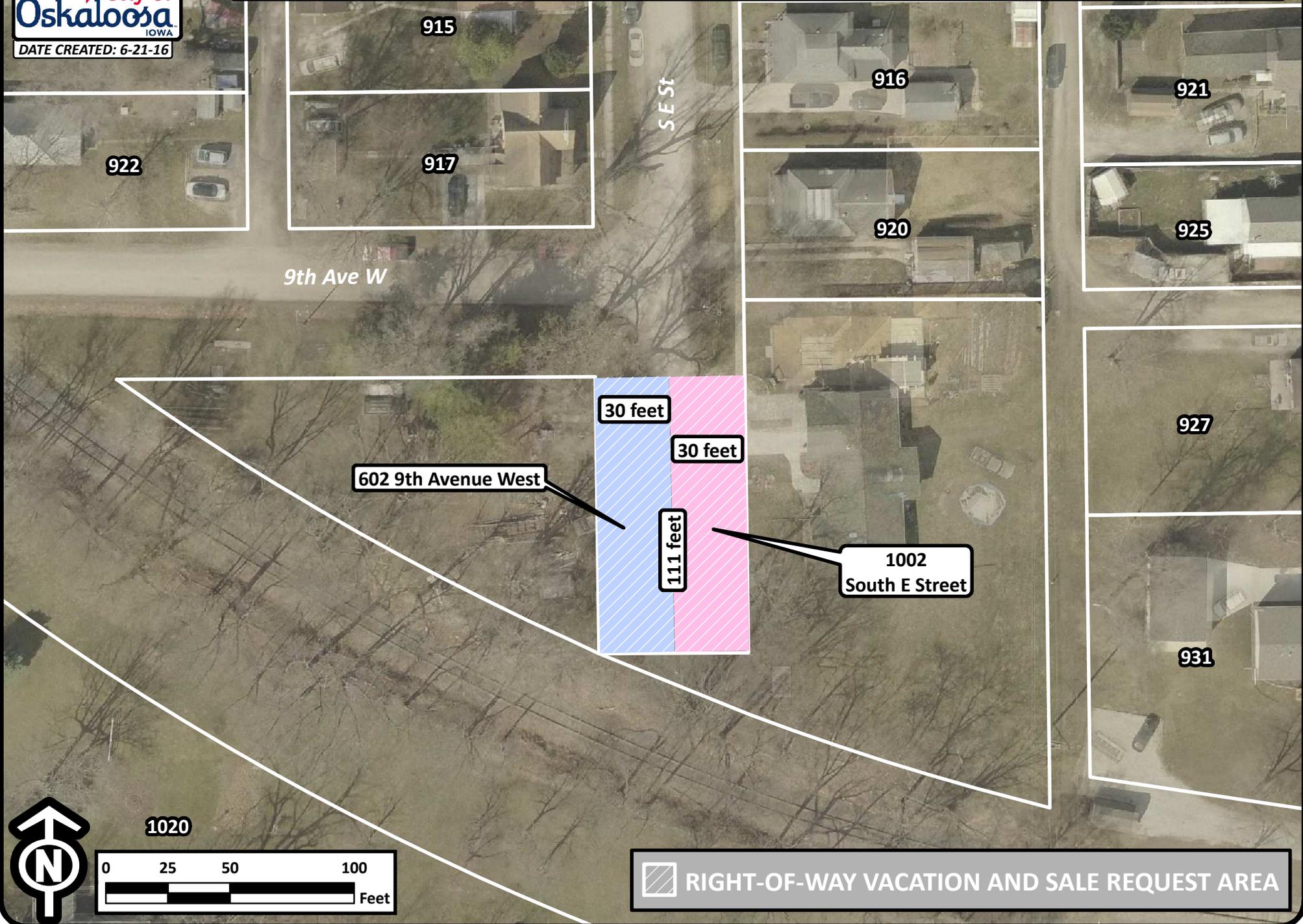
Street Vacation Approved Date Remaining Street Purchased: _____

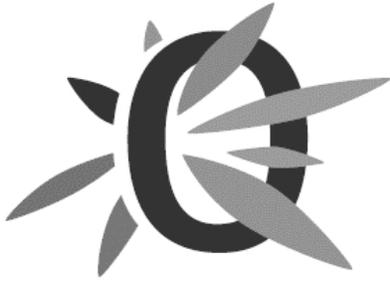
Amount Paid for Remaining Street: (_____ square feet) X (\$1.00 per square foot) = \$ _____
Remaining Area Total Cost

Street Vacation Denied: _____

Amount Refunded: \$ _____ Date Refund Paid: _____

Proposed Vacation & Sale of South E Street Unused City ROW





City Council Communication

Meeting Date: July 5, 2016

Requested By: Public Works Dept.

Item Title: CONSENT AGENDA

Consider a resolution approving the temporary closure of South 1st Street between High Avenue East and 1st Avenue East from 4:30 PM to 9:00 PM on July 14 and August 4 for the Oskaloosa Municipal Band event.

Explanation:

Oskaloosa Area Chamber & Development Group has applied for the temporary street closure of South 1st Street between High Avenue East and 1st Avenue East from 4:30 PM to 9:00 PM on July 14 and August 4 for the “Thursday Night in the Park” activity during the Oskaloosa Municipal Band concert and the “Rollin’ Oldies Car Show.” The Oskaloosa Area Chamber & Development Group will be responsible for cleanup, all signs and barricades, and notifying the affected businesses and residents.

Recommended Action:

Approve the resolution authorizing the temporary road closure as presented subject to receipt of a \$1,000,000 liability insurance certificate naming the city as an additional insured.

Budget Consideration:

Revenue of \$25.00 for the street closure permit fee.

Attachments:

Resolution, application.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF SOUTH 1ST STREET FROM HIGH AVENUE EAST TO 1ST AVENUE EAST TO ALLOW FOR AN OSKALOOSA AREA CHAMBER & DEVELOPMENT GROUP EVENT

WHEREAS, section 10.08.020 of the Oskaloosa Municipal Code requires a City Council resolution on temporary street closures; and

WHEREAS, Iowa Code Section 364. 12 (2) states that "a city shall keep all public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares, and commons open, in repair, and free from nuisance, with the following exceptions"; and

WHEREAS, Iowa Code Section 364. 12 (2) (a) states that "Public ways and grounds may be temporarily closed by resolution"; and

WHEREAS, South 1st Street is a public street that will require a temporary street closure; and

WHEREAS, members of Oskaloosa Area Chamber & Development Group are requesting temporary street closure of South 1st Street between High Avenue East and 1st Avenue East on July 14, 2016 and August 4, 2016 from 4:30 PM to 9:00 PM; and

WHEREAS, members of Oskaloosa Area Chamber & Development Group will be responsible for traffic control, cleanup, and notifying the affected businesses and residents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa, that Oskaloosa Area Chamber & Development Group is authorized to temporarily close the aforementioned requested street, subject to certain terms and conditions.

PASSED AND APPROVED THIS _____ day of July, 2016.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

From: [Marilyn Johannes](#)
To: [Akhilesh Pal](#); [Amy Miller](#); [Jake McGee](#); [Mark Neff](#); [Nicole Morgan](#)
Cc: [Michael Schrock Jr.](#)
Subject: FW: Online Form Submittal: Special Use Permit
Date: Tuesday, June 14, 2016 8:53:45 AM

From: noreply@civicplus.com [mailto:noreply@civicplus.com]
Sent: Tuesday, June 14, 2016 8:38 AM
To: Marilyn Johannes <Marilyn.Johannes@oskaloosaiowa.org>
Subject: Online Form Submittal: Special Use Permit

If you are having problems viewing this HTML email, click to view a [Text version](#).

Special Use Permit

Please read the Special Use Terms and Conditions before starting the permit application

[Special Use Terms and Conditions](#)

I have read and will adhere to the Special Use Terms and Conditions*

Yes

Special Use Requested*	Closure of S 1st St between High Ave E and 1st Ave E	Date*	8/4/2016
Organization or Individual Name*	Oskaloosa Chamber & Oskaloosa Municipal Band	Contact Person*	Margaret Ratcliff
Address*	124 S 1st St	City*	Oskaloosa
State	Iowa	Zip	52577
Phone*	641-673-1577	Email	mratcliff@midwestone.com

Event Description*

"Thursday Night In the Park" activity prior to and during Municipal Band Concert from 4:30 pm to 9:00 pm. August 4th will be a "Rollin' Oldies Car Show."

Are you requesting permission to install or place equipment, signs, decorations, lighting, tents, concessions or other structures or objects? Prior approval must be granted by the City of Oskaloosa, Iowa.

If yes, please explain

No

List any streets that need to be closed during the event.

All Street Closure request require a \$25 fee.

1 block of S 1st Street between High Ave E and 1st Ave E from 4:30 pm to 9:00 pm on Aug 4th. 10 parking spaces have already been rented for the evening, requesting that the \$20 parking space fee be applied to the \$25 street closure fee.

Attachments
Convert to PDF?
(GIF, JPG, JPEG, PNG, DOC, DOCX, XLS, XLSX, TXT)

I understand and agree to the terms of this request, accept responsibility for adherence to the Special Use Terms and Conditions and I am authorized to check below.*

Yes

This Special Use Request must be carried and presented upon request during all special use activities.

All fees associated with this permit must be paid at City Hall

* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:
<http://www.oskaloosaiowa.org/Admin/FormHistory.aspx?SID=2053>

The following form was submitted via your website: Special Use Permit

I have read and will adhere to the Special Use Terms and Conditions: Yes

Special Use Requested: Closure of S 1st St between High Ave E and 1st Ave E

Date: 8/4/2016

Organization or Individual Name: Oskaloosa Chamber & Oskaloosa Municipal Band

Contact Person: Margaret Ratcliff

Address: 124 S 1st St

City: Oskaloosa

State: Iowa

Zip: 52577

Phone: 641-673-1577

Email: mratcliff@midwestone.com

Event Description: "Thursday Night In the Park" activity prior to and during Municipal Band Concert from 4:30 pm to 9:00 pm. August 4th will be a "Rollin' Oldies Car Show."

Are you requesting permission to install or place equipment, signs, decorations, lighting, tents, concessions or other structures or objects? Prior approval must be granted by the City of Oskaloosa, Iowa.

If yes, please explain : No

List any streets that need to be closed during the event.

All Street Closure request require a \$25 fee.

: 1 block of S 1st Street between High Ave E and 1st Ave E from 4:30 pm to 9:00 pm on Aug 4th. 10 parking spaces have already been rented for the evening, requesting that the \$20 parking space fee be applied to the \$25 street closure fee.

Attachments: No file was uploaded

I understand and agree to the terms of this request, accept responsibility for adherence to the Special Use Terms and Conditions and I am authorized to check below.: Yes

This Special Use Request must be carried and presented upon request during all special use activities.:

All fees associated with this permit must be paid at City Hall:

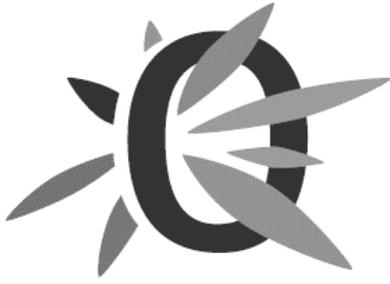
Additional Information:

Form submitted on: 6/14/2016 8:38:11 AM

Submitted from IP Address: 216.81.235.73

Referrer Page: <http://www.oskaloosaiowa.org/Search/Results?searchPhrase=special%20use%20permit&page=1&perPage=10>

Form Address: <http://www.oskaloosaiowa.org/Forms.aspx?FID=155>



City Council Communication

Meeting Date: July 5, 2016

Requested By: Public Works Dept.

Item Title: CONSENT AGENDA

Consider a resolution approving the temporary closure of South 1st Street between High Avenue East and 1st Avenue East from 3:00 PM to 10:00 PM on July 24, 2016 for an Oskaloosa Main Street Event.

Explanation:

Oskaloosa Main Street has applied for the temporary street closure of South 1st Street between High Avenue East and 1st Avenue East from 3:00 PM to 10:00 PM on July 24, 2016 for an event. The Oskaloosa Main Street is requesting approval of this temporary street closure for the safety of families attending the event. Oskaloosa Main Street will be responsible for cleanup, all signs and barricades, and notifying the affected businesses and residents.

Recommended Action:

Approve the resolution authorizing the temporary road closure as presented subject to receipt of a \$1,000,000 liability insurance certificate naming the city as an additional insured.

Budget Consideration:

Revenue of \$25.00 for the street closure permit fee.

Attachments:

Resolution, Poster.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF SOUTH 1ST STREET FROM HIGH AVENUE EAST TO 1ST AVENUE EAST TO ALLOW FOR AN OSKALOOSA MAIN STREET EVENT

WHEREAS, section 10.08.020 of the Oskaloosa Municipal Code requires a City Council resolution on temporary street closures; and

WHEREAS, Iowa Code Section 364. 12 (2) states that "a city shall keep all public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares, and commons open, in repair, and free from nuisance, with the following exceptions"; and

WHEREAS, Iowa Code Section 364. 12 (2) (a) states that "Public ways and grounds may be temporarily closed by resolution"; and

WHEREAS, South 1st Street is a public street that will require a temporary street closure; and

WHEREAS, members of Oskaloosa Main Street are requesting temporary street closure of South 1st Street between High Avenue East and 1st Avenue East on July 24, 2016 from 3:00 PM to 10:00 PM; and

WHEREAS, members of Oskaloosa Main Street will be responsible for traffic control, cleanup, and notifying the affected businesses and residents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa, that Oskaloosa Main Street is authorized to temporarily close the aforementioned requested street, subject to certain terms and conditions.

PASSED AND APPROVED THIS _____ day of July, 2016.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

Celebrate Oskaloosa

EXPLORE. EXPERIENCE. ENJOY. OSKALOOSA.

SUNRISE YOGA

START THE DAY RIGHT WITH FREE YOGA LED BY CERTIFIED YOGA INSTRUCTOR, VERONICA GRIM, IN CITY SQUARE PARK.

THE FAMILY THAT BIKES TOGETHER

BRING THE WHOLE FAMILY ALONG FOR THIS GROUP BIKE RIDE AROUND TOWN.

SHOP THE FARMERS' MARKET

BROWSE FRESH FRUITS AND VEGETABLES, HOMEMADE GOODS, PLANTS, CRAFTS, & MORE, FOR SALE BY LOCAL VENDORS AT THE OSKALOOSA FARMERS' MARKET.

OUTDOOR DINING

DON'T MISS A MINUTE OF THE ACTION AS YOU ENJOY A UNIQUELY DELICIOUS MEAL AT HUNTER'S CAFE WITH A FULL VIEW OF THE DAY'S EVENTS.

VISIT THE SOUTHERN IOWA FAIR

DON'T FORGET TO STOP BY THE SOUTHERN IOWA FAIRGROUNDS FOR THE RODEO, CARNIVAL RIDES, FIREWORKS, AND MORE! VISIT SOUTHERNIOWAFAIR.COM FOR MORE INFO.

GET RIDICULOUS DEALS

BE SURE TO CHECK OUT ALL OF THE LOCAL BUSINESSES OFFERING CRAZY GOOD SALES!



DISCOVER LOCAL TALENT

SEE PERFORMANCES BY THE GEORGE DAILY THEATRE SHOWCASE.

LIVE MUSIC

ENJOY AN OUTDOOR PERFORMANCE ON THE SQUARE BY LOCAL ARTISTS. TBA.

SPLASH PAD & FAMILY FUN ZONE

COOL OFF AT THE OSKALOOSA FIRE DEPARTMENT SPLASH PAD, PLAY FUN GAMES WITH MAHASKA DRUG, OR SEE HOW FAST YOU CAN DO THE YMCA OBSTACLE COURSE!

FOOD VENDORS

STOP BY THE WANDERLUNCH FOOD TRUCK FOR AN UNFORGETTABLE SANDWICH AND DON'T FORGET TO VISIT THE SNO-BIZ TRAILER FOR A FREE SHAVED ICE!

FARM TO TABLE DINNER

YOU'RE INVITED TO A MEAL IN CELEBRATION OF LOCAL PRODUCE. BUY YOUR TICKETS ONLINE AT EVENTBRITE.COM BY SEARCHING "CELEBRATE OSKALOOSA."

MOVIE IN THE PARK

GRAB A BLANKET AND SOME FRIENDS FOR A MOVIE UNDER THE STARS COURTESY OF THE OSKALOOSA CHAMBER AND OSKALOOSA MAIN STREET.



AND MUCH MORE!

SEE THE FULL SCHEDULE OF EVENTS AND ACTIVITIES AT FACEBOOK.COM/CELEBRATEOSKALOOSA



City Council Communication
Meeting Date: July 5, 2016
Requested By: Public Works Department

Item Title: CONSENT AGENDA

Consider approval of Pay Request No. 5 in the amount of \$18,997.45 to C. L. Carroll Co., Inc. for work completed on the Southwest Wastewater Treatment Plant digester.

Explanation:

The City of Oskaloosa has received Pay Request No. 5 from C. L. Carroll Co., Inc. for a total amount of \$18,997.45 for work completed on the Southwest Wastewater Treatment Plant digester. This amount reflects work completed as of Friday, June 10, 2016 for a total of \$41,801.00 minus retainage of \$1,254.03 and previous payments of \$21,549.52. The items on these pay applications are related to labor installing various valves in the digester. Staff presented Pay Request No. 5 at the council meeting on June 20 with an incorrect pay request amount of \$5,780.03. Staff would like to correct this pay request in the amount of \$18,997.45.

<u>Summary of Contract:</u>	<u>Total Amounts:</u>	<u>Council Approval Date:</u>
Original Quotes	\$25,535.00	November 2, 2015
Revised Quotes	\$46,327.00	January 4, 2016*

<u>Summary of Pay Requests:</u>	<u>Total Amounts:</u>	<u>Council Approval Date:</u>
Pay Request No. 1	\$ 8,302.00	April, 2015
Pay Request No. 2	\$ 1,124.00	January 4, 2016
Pay Request No. 3	\$ 5,975.50	January 4, 2016
Pay Request No. 4	\$ 6,148.02	June 6, 2016
Pay Request No. 5	\$18,997.45*	July 5, 2016*

Total Amount Paid:	\$40,546.97*
Retainage:	\$ 1,254.03*
Total Amount Remaining from Approved Contract:	\$ 4,526.00*

*Applies only if Pay Request No. 5 is approved by City Council on July 5, 2016.

Recommended Action:
Approve the pay request as presented.

Budget Consideration:

The costs associated with these pay requests were not budgeted because the scope of work was not identified until it was discovered that the dual membrane digester cover was not operating. The current fiscal year has \$120,000 budgeted for replacing the roofs of both treatment plants and some of the lift stations (CIP #8015-22, CIP #8015-23, CIP #8015-24, CIP #8015-25, and CIP #8015-92). However, the digester upgrade is an immediate need and the roof replacements can be postponed to a later fiscal year.

Attachments:

Pay Application No. 5.

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER
ADVISER EDITION

SUBMITTED TO: City of Oskaloosa
220 South Market Street
Oskaloosa, IA 52577

PROJECT: Oskaloosa Digester Repair

APPLICATION NO: 05

Distribution To:

3623 6th Avenue
Des Moines, IA 50313

PERIOD TO: 6/10/16
PROJECT NO: OskY

OWNER

ARCHITECT

CONTRACTOR

CONSTR. MNGR.

CONTRACT FOR: General Construction

VIA CM:
ARCHITECT: City of Oskaloosa

ARCH PROJ NO:
CONTRACT DATE: 6/10/16
APPLICATION DATE: 6/10/16
INVOICE NO: 05

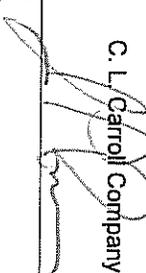
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were payments have been received from Owner, and the current payment shown herein is now due.

ORIGINAL CONTRACT SUM..... \$ 46,327.00

CONTRACTOR: C. L. Carroll Company, Inc.

By:  Date: June 10, 2016

Jon Rissman

State of: Iowa

County of: Polk

Subscribed and sworn to before
me this June 10, 2016

RETAINAGE:

3% OF COMPLETED WORK \$ 1,254.03

NOTARY PUBLIC: Sue Desmond

My Commission Expires: 3/3/2018

3 % OF STORED MATERIAL \$ 0.00

TOTAL RETAINAGE \$ 1,254.03

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 21,549.52

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheets that changed to conform to the amount certified.)

CURRENT PAYMENT DUE \$ 18,997.45

CONSTRUCTION MANAGER:

BALANCE TO FINISH INCLUDING RETAINAGE \$ 5,780.03

By: _____ Date: _____

ARCHITECT: City of Oskaloosa

By: _____ Date: _____

(See Attached Pages for Original Contract and Change Order Breakdown.)
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

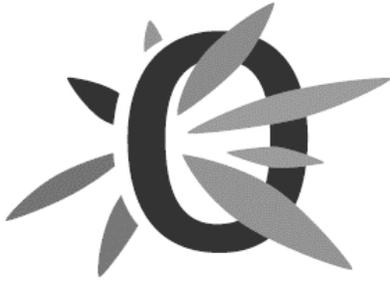
By: _____ Date: _____

SUBMITTED FROM: C. L. Carroll Company, Inc.
 3623 6th Avenue
 Des Moines, IA 50313
 CONTRACT FOR: General Construction

PROJECT: Oskaloosa Digester Repair
 CONTRACTOR'S PROJECT NO: Osky
 ARCHITECT'S PROJECT NO:

PAGE NO: 2 OF 2
 APPLICATION NUMBER: 05
 APPLICATION DATE: 6/10/16
 PERIOD FROM: 5/14/16 TO: 6/10/16

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F	G	H	I
			PREVIOUS APPLICATIONS	WORK IN PLACE	WORK COMPLETED THIS APPLICATION	STORED MATERIALS				
01	Purchase 2.4" SS Plug Valves	9,400.00	8,302.00	1,098.00	1,098.00	0.00	9,400.00	100%	0.00	282.00
02	Purchase 1- 3" Vatec Saffy	1,600.00	1,124.00	6,000.00	1,124.00	476.00	1,124.00	70%	476.00	33.72
03	Install 3 Valves above	9,100.00	6,290.00	2,692.00	6,000.00	3,100.00	8,982.00	66%	180.00	180.00
04	Sheet 4/33	8,982.00	1,500.00	1,290.00	2,790.00	0.00	2,790.00	100%	0.00	269.46
05	Sheet 7/33	2,790.00	1,500.00	1,350.00	1,290.00	0.00	2,850.00	100%	0.00	83.70
06	Sheet 8/33	2,850.00	950.00	835.00	1,350.00	0.00	835.00	0%	950.00	85.50
07	Sheet 9/33	950.00	835.00	1,230.00	835.00	0.00	1,230.00	100%	0.00	0.00
08	Sheet 7/33 - 2016	835.00	1,230.00	5,090.00	1,230.00	0.00	8,590.00	100%	0.00	25.05
09	Sheet 6/33 - 2016	1,230.00	3,500.00		1,230.00	0.00	1,230.00	100%	0.00	36.90
10	Sheet 10/33 - 2016	8,590.00			5,090.00	0.00	8,590.00	100%	0.00	257.70
Contract Page 2 Totals		\$46,327.00	\$22,216.00	\$19,585.00	\$0.00	\$41,801.00	90%	\$4,526.00	\$1,254.03	



City Council Communication

Meeting Date: July 05, 2016

Requested By: City Manager's Office

Item Title: CONSENT AGENDA

Consider a resolution approving a 28E Agreement between the city of Oskaloosa and the Forest Cemetery Association.

Explanation:

The Forest Cemetery Association has been the recipient of financial assistance from the city of Oskaloosa since FY2014. The Association's request for financial assistance is expected to offset day-to-day operational and maintenance expenses associated with running the cemetery. The city's continued support has been requested as a means to help keep the facility and the Association financially viable until a plan is implemented alleviating the need for future financial contributions from the city, or the need for the city to assume the operations of the cemetery.

The 28E Agreement included with this item outlines the expectations of the parties involved and formalizes the relationship during this contribution period - FY2017, and each year thereafter as the city council does or does not authorizing funding during each fiscal year.

This version of the 28E Agreement departs from an annual approval of the document based on direction received from council to create a more flexible mechanism to memorialize the funding partnership between the entities.

Funding for the continued subsidy of Forest Cemetery was previously approved in the FY2017 council approved budget, therefore no additional discussion is anticipated with this item.

Budget Consideration:

According to the draft 28E Agreement the city will provide an additional \$100,000 direct contribution to Forest Cemetery for FY2017. This contribution is specifically included in the city council approved FY2017 budget. If this item is approved, the total subsidy provided to the Forest Cemetery Association from the city's General Fund (property tax) totals \$350,000.

Attachments:

1. Resolution
2. 28E Agreement

RESOLUTION NO. _____

**RESOLUTION APPROVING A 28E AGREEMENT BETWEEN
THE CITY OF OSKALOOSA, IOWA AND FOREST CEMETERY
ASSOCIATION**

WHEREAS, the Forest Cemetery is located within the corporate limits of the city of Oskaloosa, Iowa; and

WHEREAS, the Forest Cemetery is presently governed by the Forest Cemetery Association whose mission is to preserve Forest Cemetery as a final resting place for the deceased and to safeguard it as a part of Oskaloosa history today and for generations to come; and

WHEREAS, during the course of upholding the mission statement, the Forest Cemetery Association is experiencing difficulties maintaining financial viability; and

WHEREAS, the Forest Cemetery Association is seeking direct and indirect financial assistance from the city of Oskaloosa as a means to provide temporary financial relief and to establish a plan to become more financially viable; and

WHEREAS, the City Council of the city of Oskaloosa has deemed the Forest Cemetery a community asset, a point of historical significance, and pride; and

WHEREAS, the provision of temporary financial assistance, both direct and indirect is deemed in the public's best interest for the abovementioned reasons; and

WHEREAS, Iowa Code §28E provides that the powers, privileges and authority conferred on a public agency of this State, such as the foregoing parties, may be exercised jointly with any other such public agency of the State having such powers, privileges and authority; and

WHEREAS, the Parties jointly agree that their common purposes can best be achieved by mutual cooperation and participation in the aforementioned cemetery services to the public; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Oskaloosa, Iowa that the Mayor and City Clerk are hereby authorized and directed to execute and record as necessary the *28E Agreement Between the City of Oskaloosa, Iowa and Forest Cemetery* and issue payment as contemplated in the Agreement.

PASSED AND APPROVED this ____ day of _____, _____.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

Prepared by: David D. Dixon, 118 N. Market, Oskaloosa, IA 52577
Return to: David D. Dixon, 118 N. Market, Oskaloosa, IA 52577

**28E AGREEMENT
BETWEEN THE CITY OF OSKALOOSA IOWA
AND
FOREST CEMETERY ASSOCIATION**

THIS AGREEMENT, is made and entered into this ____ day of _____ 2016, by and between the City of Oskaloosa Iowa, herein called "City", and Forest Cemetery Association, an Iowa Non-Profit corporation existing pursuant to the laws of the State of Iowa, herein called "Forest".

WHEREAS, Forest Cemetery Association is the holder of record title to Forest Cemetery located in Oskaloosa Iowa, and is responsible for the upkeep and maintenance thereof; and

WHEREAS, City wishes to make a contribution to Forest for the maintenance and upkeep of the said Cemetery benefit of said Cemetery and Oskaloosa residents; and

WHEREAS, the parties wish to memorialize their agreement relative thereto.

IT IS THEREFORE AGREED, in consideration of the mutual covenants and promises contained herein, as follows:

1. Duration and termination: This Agreement shall become effective upon signature by both parties and proper recording with the Iowa Secretary of State's Office and Mahaska County Recorder. This agreement shall remain in effect, and automatically renew for successive one year terms, until one or both parties terminate. Termination of this Agreement can occur with thirty (30) days' written notice by either party.
2. Direct contribution: City hereby makes to Forest an additional contribution of **\$100,000 in two installments of \$50,000 during Fiscal Year 2017**, to be used by Forest for the upkeep and maintenance of Forest Cemetery. The first installment shall be issued by the last working day of July in which funds are appropriated and the second installment shall be issued the by the last working day of January in which the funds are appropriated.

3. Indirect contribution: City hereby reaffirms to Forest its commitment, from September 1 through May 31 of each year of this Agreement, to provide snow removal services on paved surfaces within Cemetery. Said snow removal services shall be provided at the discretion and priority level determined by City. Snow removal from City maintained streets shall take priority over Forest Cemetery drives. In the event snow removal service is required sooner than can be provided by City, Forest shall secure such services at its own expense.
4. Future contributions: City has no contractual obligation to make any further contributions to Forest, but may in its sole discretion make future contributions in such amounts and upon such conditions as City may determine. The amount of future contributions will be decided by the City through its annual budgeting process or upon budget amendment as deemed necessary. In the event future contributions are included in the City approved budget, contributions will be provided as outlined in Section 2 and Section 3 of this Agreement.
5. Use of contributed funds: Forest shall use the contributed funds for upkeep and maintenance expenses of Forest Cemetery, and shall, not less than annually, provide City with a written report of non-routine expenditures such as capital equipment or other one-time expenditures.
6. Liability of City: The parties agree that Forest shall remain solely liable for all upkeep and maintenance of Forest Cemetery, and that City assumes no liability for any cemetery operations or actual maintenance and upkeep or for any claims, liability or damages arising from or out of Forest's discharge of those duties. Forest agrees to defend, indemnify and hold City harmless from any liability for any such claims by any persons.
7. Required documentation: Prior to the execution of this Agreement, Forest shall provide City with 1.) a letter noting the IRS status of the organization; 2.) a letter outlining the purpose or intent of the organization, including mission statement; 3.) an explanation of how contributed funds will be utilized to benefit Forest, the residents of Oskaloosa and the surrounding community; 4.) a copy of the most recent audit; 5.) an itemized budget for the year of the request plus itemized actuals for the past two years (include revenues and expenditures in all reports); 6.) a list of Board of Directors for the organization, including home addresses and phone numbers; and 7.) a list of names and wages of any paid staff.
8. Notice: Where this Agreement requires notice of any type, it is understood that notice may be given by ordinary mail sent to the following individuals:
 - a. For City: City Clerk of Oskaloosa, 220 South Market Street Oskaloosa, IA 52577
 - b. For Forest: Board President/Chairperson _____
9. Integration clause: This writing constitutes the complete agreement of the parties, and may be altered or varied only by a written agreement signed by the party sought to be charged.

IN WITNESS WHEREOF, the parties hereto have affixed their signature on the date above written.

CITY OF OSKALOOSA, IOWA

By: _____

Subscribed and sworn to before me, a Notary Public, on this _____ day of _____ 2016, by _____ as _____ for and on behalf of the City of Oskaloosa Iowa.

NOTARY PUBLIC

FOREST CEMETERY ASSN.

By: _____

Subscribed and sworn to before me, a Notary Public, on this _____ day of _____ 2016, by _____ as _____ for and on behalf of Forest Cemetery Association.

NOTARY PUBLIC



City Council Communication

Meeting Date: July 5, 2016

Requested By: CITY MANAGER'S OFFICE

Item Title: CONSENT AGENDA

Consider a resolution approving and directing the City Manager to negotiate a sales agreement for temporary effluent water usage between the City of Oskaloosa and Harvest Point, LLC.

Explanation:

The city presently irrigates Edmundson Golf Course with effluent water pumped from the Southwest Sewer Treatment Plant. The effluent is stored in a pond within Edmundson Golf Course and is used as needed to meet the watering needs for the course.

At the present time, the city has excess capacity to provide effluent water to other users. Harvest Point, LLC. has approached the city about temporarily gaining access to the effluent water stored at Edmundson that would be used on Harvest Point Golf Course due to the ongoing drought like conditions.

The City Manager is requesting permission from the City Council to negotiate a sales agreement with Harvest Point, LLC. and provide excess effluent water at a fair and reasonable rate per gallon. The city manager will utilize a study completed by Fox Engineering for effluent use as a basis to establish a per gallon rate to be charged to Harvest Point, if the City Council supports moving forward with this concept.

Budget Consideration:

The potential sale of effluent water would result in additional revenue to be received in the sewer revenue fund. This unexpected revenue will help offset expenses within the sewer fund and help all rate payers within the system.

Attachments:

1. Resolution

2. Sales Agreement

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND DIRECTING THE CITY MANAGER
TO EXECUTE A SALES AGREEMENT WITH HARVEST POINT LLC
FOR THE TEMPORARY PROVISION OF EFFLUENT WATER**

WHEREAS, the City of Oskaloosa presently uses effluent water to maintain Edmundson Golf Course that is stored in a pond within the golf course; and

WHEREAS, the City of Oskaloosa does not utilize all of the available effluent water it has access to from the Southwest Waste Water Treatment Plant and in turn discharges it downstream; and

WHEREAS, the City of Oskaloosa has received a request by Harvest Point LLC to discuss the possible use of the excess effluent water at Harvest Point Golf Course; and

WHEREAS, the excess effluent water is a potential unexpected source of revenue for the sanitary sewer fund that will benefit all rate payers if a per gallon charge is established and;

WHEREAS, the City Manager is requesting approval from the City Council to move forward with discussions, negotiations and execution of a sales agreement between the City of Oskaloosa and Harvest Point LLC for the temporary provision of excess effluent water.

NOW THEREFORE, BE IT RESOLVED that the City Council of Oskaloosa, Iowa supports, approves and directs the City Manager, City Clerk and City Attorney to complete all necessary actions to execute a sales agreement between the City of Oskaloosa and Harvest Point LLC for the temporary provision of excess effluent water on behalf of the City of Oskaloosa, Iowa.

Passed and approved this **5th** day of **July, 2016**.

David Krutzfeldt, Mayor

Attest:

Amy Miller, City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of July, 2016, by and between the City of Oskaloosa Iowa, herein called "City" and Harvest Point LLC, herein called "Harvest".

NOW WHEREAS Harvest wishes to purchase and acquire certain effluent water from City;

AND WHEREAS the parties wish to memorialize their agreement relative thereto;

IT IS THEREFORE AGREED, in consideration of the mutual covenants and promises contained herein as follows:

1. City shall sell to Harvest a sufficient amount of effluent water to currently fill Harvest's existing storage pond.
2. Harvest shall pay to City the sum of \$2,500.00 payable upon delivery for the said water.
3. Harvest shall be responsible for all expenses of transporting the effluent water purchased to their storage pond.
4. City makes no warranties as to the condition of the effluent water, and Harvest accepts the water in its "AS IS" condition, and waives any and all claims against City relating to the condition of the water purchased.
5. This writing constitutes the complete agreement of the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures.

CITY OF OSKALOOSA IOWA

HARVEST POINT LLC

By:_____

By:_____



City Council Communication

Meeting Date: July 5, 2016

Requested By: Public Works Dept.

Item Title: CONSENT AGENDA

Consider a resolution approving the 2017 Citywide Storm Sewer Intake Repairs Project.

Explanation:

The 2017 Citywide Storm Sewer Intake Repairs Project has been prepared by staff for the Annual Intake Maintenance Project (\$50,000.00 total budgeted for project #8065-24). The scope of this project involves the complete or partial rebuilding of deteriorating storm sewer intakes throughout the City. As a result of these repairs, some street pavement, curb and gutter, and sidewalk will also be replaced. The locations of each proposed repair is listed in Attachment A: Scope of Work. The estimated cost for this project was \$48,000. Competitive quotes for this project were received on Friday, June 24, with the lowest quote being from Popson Construction for \$44,075.00.

If Council awards this construction contract, then staff recommends authorizing the City Manager an additional \$4,225.00 (approximately 10% of the contract amount) as construction contingency for unforeseen circumstances and also to authorize the Mayor to execute all related contract documents contingent upon receipt and approval of bond documents.

Recommended Action:

Staff recommends that the City Council approve 2017 Citywide Storm Sewer Intake Repairs Project as presented.

Budget Consideration:

A total amount of \$50,000.00 is allocated in FY 2017 in the Capital Improvement Plan for annual intake maintenance – city wide (CIP Project # 8065-24).

Attachments:

Resolution, Project Scope of Work, Bid Sheet, Cost Estimate, Contract, and Quote Tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF OSKALOOSA APPROVING THE 2017 CITY-WIDE STORM SEWER INTAKE REPAIRS PROJECT.

WHEREAS, the City Council of the City of Oskaloosa, Iowa, has heretofore deemed it necessary and desirable to approve the 2017 City-wide Storm Sewer Intake Repairs Project; and,

WHEREAS, the competitive quotes for the aforementioned Project were received, opened, and tabulated as per purchasing policy; and,

WHEREAS, the quote in the total amount of \$44,075.00 from Popson Construction was the lowest responsive, responsible quote; and,

WHEREAS, the City desires to authorize the City Manager to allow \$4,225.00 in contingency for unforeseen construction circumstances.

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

1. The City Council does hereby award the contract to Popson Construction in the total amount of \$44,075.00 and authorizes the Mayor to execute all related contract documents contingent upon receipt and approval of bond documents.
2. The City Council authorizes the City Manager to allow a construction contingency of \$4,225.00 for the project during construction as necessary in order to complete this project.

PASSED AND APPROVED this _____ day of July, 2016.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk



Oskaloosa Public Works Department

804 South D Street, Oskaloosa, IA 52577

Phone: 641-673-7472 Fax: 641-673-3733

ATTACHMENT A: SCOPE OF WORK

PROJECT NAME: 2017 Storm Sewer Intake Repairs

PCC CURB & GUTTER: Remove the existing curb and gutter and excavate for 6" of compacted granular subbase (Class A Roadstone) and 8" of concrete (C4) curb and gutter. Tie into the existing curb and gutter with #4 rebar. Tie into existing concrete pavement with #4 rebar spaced every 30" when applicable. Saw cuts shall be placed every 10'. Grout the back of curb, backfill disturbed areas with topsoil, and compact the backfill to grade.

PCC PAVEMENT: Remove existing pavement and excavate for 6" of compacted granular subbase (Class A Roadstone) and 8" of concrete (C4) pavement. Includes integral curb and gutter when applicable. Tie into existing concrete pavement with #4 rebar spaced every 30" whenever possible. Backfill all disturbed areas with topsoil and compact the backfill to grade.

PCC SIDEWALK: Remove the existing sidewalk and excavate for 3" of compacted granular subbase (Class A Roadstone) and either 4" or 6" of concrete (C4) sidewalk. Tie into the existing sidewalk with #4 rebar. Sidewalk ramps must meet current ADA standards. Truncated domes will be provided and placed by the City. If necessary, the contractor will need to cut the domes to fit. Saw cuts shall be placed every 4'. Sealed expansion joints shall be placed at the back of curb. Backfill all disturbed areas with topsoil and compact the backfill to grade.

COMPLETE

INTAKE REBUILDS: Locations: Southwest corner of South 1st Street and Rock Island Avenue (2)
South side of Glendale Avenue West at McMullin Drive (1)
Southeast corner of 6th Avenue East and South 9th Street (1)
Northwest corner of 6th Avenue East and South 9th Street (1)
South side of 1st Avenue West 150 feet west of South D Street (1)
Southwest corner of A Avenue East and North 2nd Street (1)

Remove the existing intake, excavate for the new intake, build the new intake base, walls, and top with minimum 6" thick reinforced (#4 rebar) concrete (C4), and secure/seal all pipe connections to the new intake. At least 6" of compacted granular subbase (Class A Roadstone) shall be placed under the base of the new intake box. Re-use intake castings when applicable. If the existing intake is open throat style, rebuild the new intake as a grate style in the curb and gutter whenever possible. All castings and pipe will be provided by the City. All expansion joints around the new intake shall be sealed. Backfill all disturbed areas with topsoil and compact the backfill to grade.



Oskaloosa Public Works Department

804 South D Street, Oskaloosa, IA 52577

Phone: 641-673-7472 Fax: 641-673-3733

INTAKE TOP REBUILDS: Locations: Southwest corner of South H Street and 1st Avenue West (1)
Northeast corner of South H Street and 2nd Avenue West (1)
Southwest corner of South H Street and 4th Avenue West (1)
East side of South 7th Street at 4th Avenue East (1)
Northeast corner of South 1st Street and Rock Island Avenue (1)

Remove the top or cover and casting of the existing intake, excavate for the new intake top, tie into the existing intake box with #4 rebar if necessary, re-use the existing intake casting, and construct a new top or cover with casting for the intake. All expansion joints around the new intake shall be sealed. Backfill all disturbed areas with topsoil and compact the backfill to grade.



Oskaloosa Public Works Department

804 South D Street, Oskaloosa, IA 52577

Phone: 641-673-7472 Fax: 641-673-3733

ATTACHMENT B: BID SHEET

PROJECT NAME: 2017 Storm Sewer Intake Repairs

PROJECT LOCATIONS: See Attachment A

CONTRACTOR NAME: _____

ITEM (See Attachment A: Scope of Work for details)	ESTIMATED QUANTITY	UNIT PRICE QUOTE	ITEM TOTALS
PCC Curb and Gutter, 8" Thick: Includes removal, excavation, granular subbase, and all other items incidental to curb and gutter construction.	150 LF	\$ _____ Per Linear Foot	\$ _____
PCC Pavement, 8" Thick: Includes removal, excavation, granular subbase, and all other items incidental to concrete pavement construction.	150 SY	\$ _____ Per Square Yard	\$ _____
PCC Sidewalk and Ramps, 4"/6" Thick: Includes removal, excavation, granular subbase, and all other items incidental to sidewalk construction.	50 SY	\$ _____ Per Square Yard	\$ _____
Complete Storm Sewer Intake Rebuild: Includes removal, excavation, granular subbase, and all other items incidental to storm sewer intake construction.	7 EA	\$ _____ Per Intake	\$ _____
Storm Sewer Intake Top/Cover Rebuild: Includes removal, excavation, granular subbase, and all other items incidental to storm sewer intake top/cover construction.	5 EA	\$ _____ Per Intake	\$ _____
Performance Bond	1 LS	\$ _____ Lump Sum	\$ _____
TOTAL QUOTE:		\$ _____	

See Attachment A – Scope of Work for construction details.

This project will be awarded based on the total quote.

Payment will be based on the quoted unit prices and actual project quantities. These quantities are estimates; therefore, the City reserves the right to increase or decrease those quantities at any time as they pertain to this project. Partial intake rebuilds may be approved, in which case they will be paid based on the percentage of the intake rebuilt.

Please submit your quote by the end of the day on Friday, June 24, 2016.

Contact Nate at 641-673-7472 with any questions.



Oskaloosa Public Works Department

804 South D Street, Oskaloosa, IA 52577

Phone: 641-673-7472 Fax: 641-673-3733

City of Oskaloosa Public Works Department Competitive Quote Contract

PROJECT TITLE: 2017 Storm Sewer Intake Repairs (PO# _____):

This contract is entered into on the signed date below between the City of Oskaloosa, Iowa ("City") and _____ ("Contractor").

1. SCOPE OF WORK

- A. Project locations vary. The Contractor shall perform the work as described in Attachment A: Scope of Work and all accompanying documents.

2. PROJECT START AND COMPLETION

- A. No work is to be performed prior to written or verbal notice to proceed delivered by City staff.
- B. All work under this contract is to be completed by May 12, 2017. Failure to complete the project within the specified time frame may result in termination of the contract and disqualification from future projects.

3. PAYMENT

- A. The City shall pay the Contractor for the work performed under this contract at the unit prices set forth in the Contractor's proposal as described in Attachment B: Bid Sheet. All payments will be calculated based on the unit prices and actual project quantities. The contractor shall not exceed the estimated quantities without City approval. Additional materials, labor, or other work performed without prior consent will not be compensated.
- B. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the scope of work as described in Attachment "A", the current Statewide Urban Design and Specifications (SUDAS) standards, and all City of Oskaloosa Municipal Code requirements and Public Works Department standards. Any changes to the scope of work or design must be approved by the City Engineer.
- C. The Contractor shall maintain expense and materials quantities records and provide the City with copies when requested. The Contractor shall submit invoices which reference the unit prices, actual quantities, and the project purchase order number. Once approved by the City Council, invoice payments are to be mailed out on the 10th day of every month. City Council meetings are held on the 1st and 3rd Monday of every month.
- D. If the work performed does not meet the requirements set forth in this Contract, the City shall have the right to withhold payment until corrections or modifications are completed and the requirements of this Contract are met.

4. CONTRACTOR RESPONSIBILITIES

- A. **Safety and Traffic Control** - The Contractor shall take all necessary precautions for the safety of their employees and the public and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall provide, erect, and properly maintain at all times the necessary warning devices, signs, and traffic control for the protection of workers and the public. All road or lane closures, warning signs, and traffic control devices must meet the current Manual on Uniform Traffic Control Devices (MUTCD), Iowa DOT traffic control regulations, and City of Oskaloosa Municipal Code requirements. Materials and equipment may not be stored or staged within the City right-of-way unless otherwise approved by the City Engineer.



Oskaloosa Public Works Department

804 South D Street, Oskaloosa, IA 52577

Phone: 641-673-7472 Fax: 641-673-3733

- B. **Corrections of Defects** - The Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after acceptance of work. When corrections are made, the Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after acceptance of the corrections by the City. The Contractor shall start work to remedy such defects within 7 days of mailing notice of discovery by the City and shall complete such work within the timeframe stated in the notice. In emergencies where damage may result from delay or where loss of service may result, the corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within a specified time, the work will be otherwise accomplished and the cost shall be paid by the Contractor. Failure to complete corrections may also result in disqualification from future City projects. Corrections include, but are not limited to, re-compaction of soil, defective pipe or culvert replacement, replacement of defective concrete or asphalt, placement of additional soil over settled excavation areas, and disposal of exposed project material and debris.
- C. **Warranty** - The Contractor shall be liable for any costs, losses, expenses, or damages suffered by the City resulting from defects in the Contractor's work. These costs may include, but are not limited to, cost of materials and labor used by the City in making emergency repairs, and the cost of engineering, inspection, and supervision by the City. The Contractor shall hold the City harmless from any and all claims which may be made against the City as a result of any defective work, and the Contractor shall defend any such claims at its own expense.
- D. **Insurance** - The Contractor must be bonded and insured with the City in the applicable amounts required by the City of Oskaloosa Municipal Code for the scope of work. The Contractor shall not commence work until their performance and payment bond have been approved.
- E. **Utilities** - The Contractor is responsible for notifying, locating, and protecting all public and private utilities. Any utilities damaged as a result of the Contractor's negligence will be repaired at the Contractor's expense. All utility fixtures shall be adjusted to conform to the finished surface of the street, driveway, sidewalk, or finished grade. Any alteration, improvement, relocation, or removal of any utility required as a result of the scope of work will be done at the Contractor's expense. The Contractor is responsible for coordinating all work with utility company personnel.
- F. **Site Access** - The Contractor must notify property owners 48 hours in advance if access to their properties will be interrupted. The Contractor is responsible for maintaining access to private property at all times for emergency vehicles. Pedestrian access must be maintained at all times to residences and businesses. The Contractor is responsible for providing 7 day, 24 hour emergency contact information. Inability to make contact in the event of an emergency may result in penalties, fines, and/or back charges as a result of damages.
- G. **Existing Vegetation and Structures** - The Contractor shall not disturb desirable grass areas or trees outside of the construction limits. The Contractor is responsible for removing, storing, and replacing any signs, posts, monuments, stakes, property pins, reference points, and/or benchmarks which may be in line of construction. In case of destruction by Contractor's negligence or carelessness, the Contractor will be charged with the resulting expense of replacement and be held responsible for any mistakes or loss of time. Any damage to, or destruction of, public or private property by Contractor's negligence or carelessness will be repaired or replaced at the Contractor's expense.



Oskaloosa Public Works Department

804 South D Street, Oskaloosa, IA 52577

Phone: 641-673-7472 Fax: 641-673-3733

- H. **Site Clean-Up and Restoration** - The Contractor shall be responsible for the disposal of all material that is unsuitable for backfill or surface restoration. The Contractor shall strip, salvage, and re-spread all topsoil on site. The re-spread topsoil shall be brought to a finished grade and approved by the City prior to project acceptance. All brick, concrete, asphalt, gravel, rocks, tree roots, and any other undesirable material shall be removed from the top 6" of topsoil.

5. GENERAL PROVISIONS

- A. The City Engineer, or City staff under the direction of the City Engineer, shall have primary responsibility for the City under this Contract and shall oversee, inspect, and approve all work to be performed, coordinate communications, and review and approve all invoices.
- B. The Contractor is, and shall be at all times during the term of this Contract, an independent contractor and not an employee of the City.
- C. The City reserves the right to make alterations in the project scope or in the quantities of work as may be considered necessary.
- D. The Contractor shall protect, defend, indemnify, and save harmless the City and its agents from any and all costs, claims, or damages resulting from the Contractor's negligence or carelessness. In the same way, the City shall protect, defend, indemnify, and save harmless the Contractor and its agents from any costs, claims, or damages resulting from the City's negligence or carelessness.

6. TERMINATION OF CONTRACT

This Contract shall terminate upon satisfactory completion of the work and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor, upon occurrence of any one or more of the following events:

1. The Contractor makes a general assignment for the benefit of its creditors.
2. A receiver is appointed as a result of the insolvency of the Contractor.
3. The Contractor persistently or repeatedly refuses or fails to complete the work required.
4. The Contractor persistently disregards federal, state, or local regulations and ordinances.
5. The Contractor persistently disregards City instructions or otherwise violates the terms of this Contract.
6. The City determines that sufficient funds are not available to fund completion of the contracted work.

In the event the contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under the Contract until the work specified is satisfactorily completed up to the date of termination. If the unpaid balance owed to the Contractor exceeds the expense incurred by the City to finish the work and all damages sustained by the City due to refusal, neglect, failure, or discontinuance, the excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable and shall pay the difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

7. CLAIMS

Any claim against the City for damages, expenses, costs, or extra work arising out of the performance of this Contract must be made in writing to the City within 30 days after the discovery of such damage, expense, or loss. No claims may be made after City approval of the final payment. The Contractor, upon submitting an invoice for final payment, shall be deemed to have waived its right to make any further claims, unless such claim is included with the final payment invoice.



Oskaloosa Public Works Department

804 South D Street, Oskaloosa, IA 52577

Phone: 641-673-7472 Fax: 641-673-3733

8. PERFORMANCE BOND

When the contract price equals or exceeds \$25,000, the contract shall be accompanied by a performance, payment, and maintenance bond, with surety, for the faithful performance of the contract and all other requirements as provided by law and as stated in Iowa Code Section 573.2. For project contracts of \$50,000 or less, a waiver of these bond requirements may be granted if written evidence is presented that demonstrates that your business is unable to secure a bond due to lack of experience, net worth, or capital per Iowa Code Section 12.44. Please contact the City to obtain the bond documents.

9. EXTENT OF CONTRACT

This Contract, together with the attachments, represents the entire and integrated Contract between the City of Oskaloosa ("City") and _____ ("Contractor") and supersedes all prior negotiations, representations, or agreements, either written or oral. These parties have executed this Contract and it shall be effective as of the signed date below. This contract may be amended, modified, or added to only by written agreement signed by both parties.

CONTRACTOR

Printed Name: _____

Signature: _____

Phone: _____

Date: _____

CITY OF OSKALOOSA

Printed Name: _____

Signature: _____

Title: _____

Date: _____

2017 Storm Sewer Intake Repairs Project Cost Estimate

Item	Estimated Quantity	Unit	Unit Price	Item Total
PCC Curb & Gutter, 8" Thick	150	LF	\$40	\$6,000
PCC Pavement, 8" Thick	150	SY	\$60	\$9,000
PCC Sidewalk & Ramps, 4"/6" Thick	50	SY	\$50	\$2,500
Complete Storm Sewer Intake Rebuild	7	EA	\$3,500	\$24,500
Storm Sewer Intake Top/Cover Rebuild	5	EA	\$1,000	\$5,000
Performance Bond	1	LS	\$1,000	\$1,000

Total Estimated Project Cost:

\$48,000

2017 STORM SEWER INTAKE REPAIRS PROJECT TABULATION OF QUOTES

LOW QUOTE

Item	Quantity	Unit	Popson Construction		TK Concrete Inc.		Onthank Concrete	
			Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
PCC Curb & Gutter, 8" Thick	150	CY	\$38.00	\$5,700.00	\$30.00	\$4,500.00	\$42.00	\$6,300.00
PCC Pavement, 8" Thick	150	CY	\$60.00	\$9,000.00	\$65.00	\$9,750.00	\$59.00	\$8,850.00
PCC Sidewalk & Ramps, 4"/6" Thick	50	CY	\$47.50	\$2,375.00	\$50.00	\$2,500.00	\$52.00	\$2,600.00
Complete Storm Sewer Intake Rebuild	7	CY	\$3,000.00	\$21,000.00	\$3,200.00	\$22,400.00	\$3,500.00	\$24,500.00
Storm Sewer Intake Top/Cover Rebuild	5	LS	\$1,000.00	\$5,000.00	\$900.00	\$4,500.00	\$1,050.00	\$5,250.00
Performance Bond	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
Quote Totals:			\$44,075.00		\$44,650.00		\$48,700.00	



City Council Communication

Meeting Date: July 5, 2016

Requested By: Public Works Department

Item Title: CONSENT AGENDA

Consider a resolution to approve and direct the Mayor to execute a professional services contract with Garden and Associates, Ltd. for the Storm Sewer Easement Acquisition Project in an amount not to exceed \$25,000.

Explanation:

Majority of the cities storm water infrastructure does not have easements and are located in private properties. The Oskaloosa Storm Water Comprehensive plan indicates that easements are necessary to perform routine maintenance and future improvement projects. Staff has approached Garden and Associates, Ltd. to prepare easement acquisition of existing storm sewer infrastructure. Garden and Associates is proposing a contract in an amount not to exceed \$25,000 for conducting research, field surveys, and preparation of plats and legal descriptions for these easements.

Recommended Action:

Staff recommends approval of this item as presented.

Budget Consideration:

An expenditure of \$25,000.00 in FY 2017 as allocated in the Capital Improvement Plan for Annual Storm Sewer Easement Acquisitions (CIP Project # 8065-28).

Attachments:

Resolution, Engineering Contract Agreement, and Letter from Engineer.

RESOLUTION NO. _____

RESOLUTION APPROVING AN AGREEMENT BETWEEN GARDEN AND ASSOCIATES, LTD. AND THE CITY OF OSKALOOSA TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE ANNUAL STORM SEWER EASEMENT ACQUISITION.

WHEREAS, the City of Oskaloosa is proposing to acquire easements for storm water infrastructure; and

WHEREAS, the City of Oskaloosa requires research, field surveys, and preparation of plats and legal descriptions for the existing storm sewer infrastructure; and

WHEREAS, Garden and Associates, Ltd. has prepared and presented a proposed agreement for those professional services, and

WHEREAS, the Council finds that the proposed agreement should be approved and the Mayor authorized to execute the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa, that the proposed Agreement for Professional Services for the aforementioned project between the City of Oskaloosa and Garden and Associates, Ltd. is hereby approved.

PASSED AND APPROVED this _____ day of July, 2016.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

June 16, 2016

Akhilesh Pal, P.E.
Public Works Director
City of Oskaloosa Public Works
804 South D Street
Oskaloosa, IA 52577

Re: Storm Sewer Easement Acquisition Project – FY17
Oskaloosa, Iowa
G&A #5116068

Dear Akhilesh:

Enclosed herewith are two (2) copies of a short form Professional Services Agreement between the City of Oskaloosa and Garden and Associates, Ltd. for the referenced project.

Please review and if everything is in order, have the Mayor sign both copies, return one to us and keep the other for your file.

We appreciate the opportunity to provide these services and we look forward to working with you. If you have any questions, please don't hesitate to contact me.

Sincerely,
GARDEN & ASSOCIATES, LTD.

Robert A. Nielsen, P.E.

RAN/ng

Enclosure: Professional Services Agreement (2 copies)

PROFESSIONAL SERVICES AGREEMENT

This agreement made between City of Oskaloosa, Iowa

the CLIENT and GARDEN & ASSOCIATES, LTD., the CONSULTANT, for services concerning the following PROJECT:

Storm Sewer Easement Acquisition Project – FY17:
Prepare easement plats and legal descriptions for existing storm sewer lines and open drainage ways across private property to allow the City to gain access to perform maintenance duties.

GARDEN & ASSOCIATES, LTD. agrees to perform the following professional services in connection with the PROJECT:

Court house research, field survey, preparation of plats and legal descriptions and miscellaneous associated work as requested by the Client.

The CLIENT hereby agrees to provide the CONSULTANT all criteria, design and construction standards, and full information as to the CLIENT’S requirements for the PROJECT. Other terms and conditions of this contract, including time of performance are as follows:

Client will assist Consultant in identifying areas where easements are needed.

The CLIENT agrees to compensate the CONSULTANT for services rendered under this agreement on the following basis:

Standard hourly rates plus reimbursable expenses up to a maximum fee of \$25,000. Since the scope of work is undefined, Consultant will work on the project until the maximum fee is reached. Consultant will periodically update the Client as to the status of the remaining fee.

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED HERETO.

This agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

CLIENT

Robert Muel
FOR GARDEN & ASSOCIATES, LTD.

DATE

6/16/16
DATE



ATTACHMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
GENERAL CONDITIONS

Reference Conditions: Garden & Associates, Ltd. will hereinafter be referenced as CONSULTANT and the above referenced CLIENT will be referred to as CLIENT. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Change Order: The term "Change Order" as used herein is a written order to CONSULTANT and signed by CONSULTANT and CLIENT, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereto shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at CONSULTANT's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, CONSULTANT may, without waiving any claim or right against the CLIENT and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of CONSULTANT. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection including reasonable attorney's fees.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Iowa.

Standard of Care: Services performed by CONSULTANT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty of guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Professional Liability: CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all construction contractors and subcontractors on the "Project" arising from negligent professional acts, errors, or omissions, such that CONSULTANT's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater.

Indemnification: The CLIENT shall indemnify and hold harmless CONSULTANT and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except CONSULTANT). CONSULTANT shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of CONSULTANT or anyone directly or indirectly employed by CONSULTANT (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and CONSULTANT, then the responsibility shall lie between the CLIENT and CONSULTANT in proportion to their contribution of negligence. In no case shall CONSULTANT's liability exceed the limit of liability established under the Professional Liability Section of this contract, and in no event shall liability exist for any lost profits or loss of use.

Terms: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and affect from the date first written on the Agreement until the date of completion of the services or either party becomes insolvent, make an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate the Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, CLIENT shall pay and reimburse CONSULTANT for services rendered and costs incurred by CONSULTANT prior to the effective date of termination. The indemnification of CONSULTANT by CLIENT wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: CONSULTANT makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. CONSULTANT assumes no responsibility with respect to CLIENT's use thereof.

Applicability: These General Conditions, being part of an Agreement for Professional Services between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

On-site Observation: In the event that any on-site observation of Contractors' work shall be included as a part of these services, the CONSULTANT shall endeavor to guard the CLIENT against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee or warrant the performance of the Contractor. The CONSULTANT is not responsible for the construction means, methods, techniques, sequence or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The CONSULTANT is not responsible for the Contractor's failure to execute the work in accordance with the construction contract, nor is the CONSULTANT responsible for defects or omissions in work performed as part of any construction contract by the Contractor, or any Subcontractors or any of the Contractor's or Subcontractor's employees, or that of any person or entities responsible for performing such work.

Time of Performance: Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the other or the other's employees and agents.

Opinion of Construction Cost: Any Opinion of Construction Cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to client.

Additional Services: Normal and customary services do not include services as defined as Additional Services. Additional Services shall be performed as requested in writing by the CLIENT and shall be billed to the CLIENT on an hourly basis at hourly fees set forth in the CONSULTANT's Standard Fee Schedule or as set forth in a written Scope of Services defined by the CLIENT and the CONSULTANT.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges and reimbursable expenses for services and costs incurred by CONSULTANT, they shall be based on the annually adopted Standard Rate Schedule of CONSULTANT for the period from March 1st through February 28th of each year. The Standard Rate Schedule will annually be subject to change each March 1st of each year.

Enforcement: In the event Client should fail to perform any obligation hereunder, Client agrees to pay all costs of enforcement, including CONSULTANT's reasonable attorney fees and court costs. The parties further agree that in the event of litigation thereon, that the District Court of Mahaska County shall have exclusive jurisdiction, unless waived in writing by CONSULTANT.



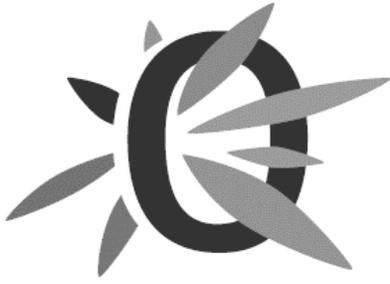
City Council Communication

Meeting Date: July 5, 2016

Requested By: Mayor & City Council

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

- a) Airport Commission – One vacancy to fill upon appointment for an unexpired term that ends December 31, 2021. This is a five member board that typically meets the first Monday of the month. (4 males and 0 females currently serve with 1 vacancy).
- b) Historic Preservation Commission - Three vacancies: one vacancy to fill upon appointment for a term that ends December 31, 2018; and two vacancies for alternate members. This is a seven member board with two alternate members that meets as needed. [4 males and 2 females currently serve with 3 vacancies; two for alternate members.
- c) Municipal Housing Agency – One vacancy to fill upon appointment for an unexpired term that ends February 28, 2017. This is a five member board that meets quarterly. (2 males and 2 females currently serve with 1 vacancy).
- d) Housing Trust Fund Committee – One vacancy to fill upon appointment for an unexpired term that ends January 31, 2017. Five at-large members serve on the committee that meets every other month. (2 males and 2 females currently serve at-large with 1 vacancy).



City Council Communication
Meeting Date: July 5, 2016

Item Title: REGULAR AGENDA

Explanation:

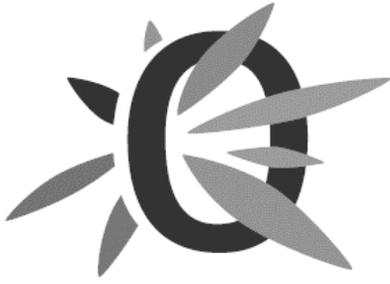
The following agenda items require specific action by the City Council.

Budget Consideration:

Not applicable.

Attachments:

None.



City Council Communication

Meeting Date: July 5, 2016

Requested By: City Clerk/Finance Department

Item Title: PUBLIC HEARING

Consider a resolution levying a special assessment against private property for cleanup of a property located at 513 South H Street, Oskaloosa, Iowa, by the city of Oskaloosa, Iowa in accordance with §8.08.080 of the City Code of the city of Oskaloosa, Iowa. (PUBLIC HEARING)

Explanation:

This is the time for the public hearing on levying a special assessment against the property owned by Gary Mitchell located at 513 South H Street, Oskaloosa, Iowa, for city cleanup of the property. A certified notice of the hearing was sent to the property owner and notice of hearing was published in the Oskaloosa Herald prior to the public hearing date.

Recommended Action: Open the public hearing, receive oral and written comments, close the hearing, and approve the resolution.

Budget Consideration:

\$441.00 revenue to the General Fund to offset expenses related to the services performed, plus \$56.00 in interest.

Attachments:

Resolution

RESOLUTION NO. _____

RESOLUTION LEVYING A SPECIAL ASSESSMENT AGAINST PRIVATE PROPERTY FOR THE CLEANUP OF A PREMISE LOCATED AT 513 SOUTH H STREET, OSKALOOSA, IOWA, BY THE CITY OF OSKALOOSA, IOWA IN ACCORDANCE WITH §8.08.080 OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA.

WHEREAS, the City has authority under City Ordinance to abate a nuisance and assess the costs of the abatement to the County Treasurer for collection in the same manner as property taxes under Oskaloosa City Code §8.08.080;

WHEREAS, the City of Oskaloosa did notify Gary Mitchell to immediately remove accumulated solid waste from the property at 513 South H Street; and

WHEREAS, in accordance with Iowa Code Chapter 364.12 if a property owner does not perform an action required within a reasonable time after notice, a city may perform the required action and assess the costs against the property for collection in the same manner as property tax;

AND WHEREAS, the City has caused a nuisance to be abated and wishes to assess the costs thereof for collection at the property owned by Gary Mitchell, 513 South H Street, Oskaloosa, Iowa, legally described as:

Lot 28 Ninde Williams & Co Add.

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

1. That the City Council of the City of Oskaloosa, Iowa, conducted a public hearing on July 5, 2016 at 6:00 p.m. in the City Council Chambers, City Hall, Oskaloosa, Iowa, on the matter of levying a special assessment against the property owned by Gary Mitchell, 513 South H Street, Oskaloosa, Iowa, for City abatement of a nuisance threat, at which time the Council considered and disposed of any objections made thereto.
2. That the City Clerk gave notice of said hearing by publication prior to the date of the hearing and sent notice of the hearing to the property owner by certified mail.
3. That a special assessment for the abatement of the nuisance in the amount of \$441.00 is hereby levied against the property owned by Gary Mitchell, 513 South H Street, Oskaloosa, Iowa unless said assessment is paid in full within thirty days. Any unpaid assessment will draw annual interest at 9% computed from the due date. The unpaid assessment shall constitute a lien against the property and shall be collected by the County Treasurer in the same manner as other taxes. Any assessment of more than \$500.00 may be paid in annual installments that will not exceed fifteen.

PASSED AND APPROVED this 5th day of July, 2016.

[SIGNATURES TO FOLLOW]

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk



City Council Communication

Meeting Date: July 05, 2016

Requested By: City Manager's Office

Item Title: PUBLIC HEARING

Consider a resolution approving and authorizing execution of a Development Agreement by and between the city of Oskaloosa and Intraco Inc., d/b/a Cablevey. (PUBLIC HEARING)

Brief Explanation:

The City has received a proposal from Cablevey in the form of a proposed Development Agreement, pursuant to which, among other things, Cablevey would agree to operate an expanded facility within the Oskaloosa Amended and Restated Urban Renewal Area; and meet certain requirements relative to employment retention and creation.

The Agreement further proposes that the City will make up to four (4) consecutive annual payments of Economic Development Grants to Developer pursuant to Iowa Code Section 403.19, the cumulative total for all such payments not to exceed the lesser of \$16,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes.

The Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Pursuant to notice published as required by law, this Council shall hold, with this item, a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

Budget Consideration:

This item is not specifically included in the FY2017 budget, however the city's general fund will absorb the financial impact, not to exceed \$4,000 per year (a total of \$16,000) until funds are otherwise recouped from TIF revenue.

Attachments:

1. Resolution
2. Development Agreement

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A
DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF
OSKALOOSA AND INTRACO, INC. D/B/A CABLEVEY

WHEREAS, by Resolution No. 14-08-71, adopted August 18, 2014, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Oskaloosa Amended and Restated Urban Renewal Plan (the "Plan") for the Oskaloosa Amended and Restated Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan as amended, is on file in the office of the Recorder of Mahaska County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Intraco, Inc. d/b/a Cablevey (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to operate an expanded facility within the Oskaloosa Amended and Restated Urban Renewal Area; and

WHEREAS, pursuant to the Agreement, the Developer will meet certain requirements relative to employment retention and creation; and

WHEREAS, the Agreement further proposes that the City will make up to four (4) consecutive annual payments of Economic Development Grants to Developer pursuant to Iowa Code Section 403.19, the cumulative total for all such payments not to exceed the lesser of \$16,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OSKALOOSA IN THE STATE OF IOWA:

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of loans and grants to the Developer under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk

are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 5th day of July, 2016.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2016, by and between the CITY OF OSKALOOSA, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2016, as amended ("Urban Renewal Act") and INTRACO, INC. d/b/a CABLEVEY, an Iowa corporation, having offices for the transaction of business at 2397 Hwy 23, PO Box 148, Oskaloosa, Iowa 52577-0148 ("Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the clearance and reconstruction or rehabilitation of a mixed economic development and blight area in the City of Oskaloosa, Iowa, which area is described in the Oskaloosa Amended and Restated Urban Renewal Plan, as amended, (the "Plan"), approved for the Oskaloosa Amended and Restated Urban Renewal Area ("Urban Renewal Area") by Resolution No. 14-08-71 on August 18, 2014; and

WHEREAS, a copy of the foregoing Plan, as amended, has been recorded among the land records in the office of the Recorder of Mahaska County, Iowa; and

WHEREAS, Developer currently maintains 38 jobs in Mahaska County, and pursuant to a planned expansion where the Developer intends to purchase, or has purchased, a new facility, Developer will create 4 new jobs within the City (the "Project"); and

WHEREAS, the City believes that the creation of new jobs pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Developer is an Iowa corporation duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer has or will expand its operations to a new facility within the City and maintain its business operations at the facility until at least the Termination Date (as hereinafter defined in Section 7.8).

f. Developer expects that it will employ and retain Full-Time Equivalent Employment Units according to the timeline laid out herein until the Termination Date.

g. Developer would not undertake its obligations under this Agreement without the Economic Development Grants being made to Developer pursuant to this Agreement.

ARTICLE II. FURTHER COVENANTS OF DEVELOPER

Section 2.1. Maintenance of Records. Developer will keep at all times unaudited proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 2.2. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Project.

Section 2.3 Insurance Requirements. At all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of

the City shall furnish proof of the payment of premiums on), property damage, workers compensation and liability insurance coverages in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, and shall provide evidence of such coverages to the City upon request.

Section 2.4. Non-Discrimination. In the operation of its business, Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 2.5 Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 2.6 Employment. Developer currently employs approximately 38 Full-Time Equivalent Employment Units within Mahaska County. Developer expects to add 4 Full-Time Equivalent Employment Units at the Developer's new facility within the City. Developer shall add 2 additional Full-Time Equivalent Employment Units who are employed at the Developer's new facility within the City by November 1, 2016. Developer's Annual Certification due October 15, 2017 shall show a Monthly Average of 40 Full-Time Equivalent Employment Units employed from November 1, 2016 to October 1, 2017. Developer shall, no later than November 1, 2018, add 2 more additional Full-Time Equivalent Employment Units who are employed at the Developer's new facility within the City. Developer's Annual Certification due October 15, 2019 shall show a Monthly Average of 42 Full-Time Equivalent Employment Units employed from November 1, 2018 to October 1, 2019. Developer shall thereafter retain a Monthly Average of 42 Full-Time Equivalent Employment Units until the Termination Date of this Agreement.

For purposes of this Agreement "Full-Time Equivalent Employment Unit" means the employment by Developer of the equivalent of one person for an average of 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year. Employees who are on maternity, family, or disability leave, but yet still employed by Developer, will be counted as working 8 hours per day for a five-day, forty-hour work week for the weeks in which they are on leave, prorated for any partial week.

"Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months (or, in the first year, since the execution date of the Agreement), as shown in Developer's Annual Certification in Section 2.7. Developer shall not receive Economic Development Grants for a particular year if the Monthly Average of Full-Time Equivalent Employment Units does not meet the requirements of this Section 2.6. See chart in Exhibit A for details. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

If Developer's Annual Certification shows that it employs a Monthly Average of 30 or more Full-Time Equivalent Employment Units, with at least 2 employees being employed within the City of

Oskaloosa and the Urban Renewal Area, but less than required in any year, then the corresponding Economic Development Grant for that year (see Exhibit B) shall be a pro-rata calculation based on a percentage the numerator of which is the average of the number of Full-Time Equivalent Employment Units that have been employed as of October 1 and the first day of each of the preceding eleven (11) months, and the denominator of which is the required number of jobs. For example, if 38 Full-Time Equivalent Employment Units are employed on October 1, 2017, and each of the preceding 11 months, then Developer is eligible for an Economic Development Grant of \$3,800 for that year $(38/40) = 95\% \times \$4,000 = \$3,800$.

If Developer employs less than a Monthly Average of 30 Full-Time Equivalent Employments, the Developer is not eligible for any Economic Development Grant for that corresponding grant year.

Section 2.7 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) certification of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; and (ii) certification that such officers have re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (as hereinafter defined in Section 6.1) (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if either of the signers is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2016 and ending on October 15, 2020, both dates inclusive. Developer shall provide supporting information for its Annual Certification upon request of the City. See Exhibit B for form required for Developer's Annual Certification.

Section 2.8. Term of Operation. Developer will maintain operations within the City, including the employee obligations in Section 2.6, until the Termination Date of this Agreement.

ARTICLE III. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 3.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the Developer's obligations under this Agreement; and (ii) the City consents thereto in writing in advance thereof.

ARTICLE IV. ECONOMIC DEVELOPMENT GRANTS

Section 4.1. Amount of Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Execution Version 7/5/2016

Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the terms of this Agreement, to make four (4) consecutive annual payments (“Economic Development Grants”) to Developer up to an aggregate total amount not to exceed Sixteen Thousand Dollars (\$16,000.00) (the “Economic Development Grants”). Payments of Economic Development Grants are anticipated to be made according to the schedule in Section 4.2, contingent upon the terms and conditions of Section 4.3 and this Agreement.

Section 4.2. Timing of Economic Development Grants. Subject to Developer’s compliance with the terms and conditions of this Agreement, the City intends to make four Economic Development Grants to Developer, on the following schedule:

a. First Economic Development Grant. Developer is eligible for the first Economic Development Grant in the amount of \$4,000 on or about June 1 of 2018.

b. Second Economic Development Grant. Developer is eligible for the second Economic Development Grant in the amount of \$4,000 on or about June 1 of 2019.

c. Third Economic Development Grant. Developer is eligible for the second Economic Development Grant in the amount of \$4,000 on or about June 1 of 2020.

d. Fourth Economic Development Grant. Developer is eligible for the second Economic Development Grant in the amount of \$4,000 on or about June 1 of 2021.

Economic Development Grants are granted to Developer pursuant to Section 403.19 of the Urban Renewal Act and according to the terms and conditions of this Article VIII and this Agreement.

Section 4.3. Conditions Precedent. The obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon (a) compliance by the Developer with the terms of this Agreement, including but not limited to the job creation and retention requirements in Section 2.6; (b) timely filing by Developer of the Annual Certifications required under Section 2.7 hereof and the Council’s approval thereof which shall not be unreasonably withheld, conditioned or delayed; and (c) timely certification by the City to the County for Tax Increment, and receipt by the City of sufficient Tax Increment to allow payment of Economic Development Grants to the Developer in the fiscal year following certification by the City. The non-existence of an uncured Event of Default is a condition precedent to an Economic Development Grant. As an example, if property taxes are not paid, or if the Developer’s Annual Certification is not timely filed or such Annual Certification or other evidence shows that the Developer has not substantially fulfilled its obligations under the Agreement, the Developer is not eligible for an Economic Development Grant. Economic Development Grants shall at all times be subject to suspension, reduction, or termination in accordance with the terms of this Article. In the event that an Event of Default occurs and is continuing or any certification filed by Developer under Section 2.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grant and the provisions of this Article shall terminate and be of no further force or effect.

Section 4.4. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the special fund of the City created under the authority of Section 403.19(2) of the Code, as amended, and Ordinance Number 1364 of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Oskaloosa Urban Renewal Tax Increment Revenue Fund, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area (the "Oskaloosa Urban Renewal Tax Increment Revenue Fund") of the City. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding the provisions of Section 4.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting to fund an Economic Development Grant to Developer, as contemplated under said Section 4.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which an annual Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 4.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 4.5. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments collected from any properties within the Oskaloosa Amended and Restated Urban Renewal Area, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any

eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof, so long as the City complies with its obligations hereunder to make Economic Development Grants to Developer under the terms and conditions of this Agreement.

Section 4.6. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any properties, owned, acquired and owned or leased by them. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property owned by Developer, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property owned by Developer between the date of execution of this Agreement and the Termination Date.

ARTICLE V. INDEMNIFICATION

Section 5.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article V, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); or (ii) the operation of Developer's business.

b. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

- c The provisions of this Article V shall survive the termination of this Agreement.

ARTICLE VI. REMEDIES

Section 6.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

- a. Failure by Developer to cause its business operations to continue pursuant to the terms and conditions of this Agreement;
- b. Transfer of Developer's interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- c. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- d. Developer shall:
 - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. make an assignment for the benefit of its creditors; or
 - iii. admit in writing its inability to pay its debts generally as they become due; or
 - iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or either entity's reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or
- e. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 6.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to the Developer in the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide

assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;
- b. The City may terminate this Agreement;
- c. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant Developer, as the case may be, under this Agreement; or
- d. The City shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.

Section 6.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.5. Agreement to Pay Attorneys' Fees and Expenses.

- a. Developer understands and agrees that an amount equivalent to the City's costs and attorneys' fees associated with this Development Agreement shall be deducted from Developer's first Economic Development Grant; and
- b. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that they shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE VII. MISCELLANEOUS

Section 7.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 7.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- b. In the case of Developer, is addressed or delivered personally to 2397 Hwy 23, PO Box 148, Oskaloosa, Iowa 52577-0148, Attn: Chief Executive Officer;
- c. In the case of the City, is addressed to or delivered personally to the City at 220 S. Market St., Oskaloosa, IA 52577, Attn: City Manager;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 7.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 7.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 7.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 7.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 7.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2021, unless terminated earlier under the provisions of this Agreement.

Section 7.9. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its names and behalf by its authorized representatives, all on or as of the day first above written.

(SEAL)

CITY OF OSKALOOSA, IOWA

By: _____
David Krutzfeldt, Mayor

ATTEST:

By: _____
Amy Miller, City Clerk-Finance Director

INTRACO, INC. d/b/a CABLEVEY

By: _____
_____, _____

EXHIBIT A
SCHEDULE OF EMPLOYEE OBLIGATIONS PURSUANT
TO SECTION 2.6 OF THE DEVELOPMENT AGREEMENT

YEAR	ANNUAL CERTIFICATION DATE¹	NUMBER OF FULL-TIME EQUIVALENT EMPLOYMENT UNITS ON OCTOBER 1²	DATE OF ECONOMIC DEVELOPMENT GRANTS
1	10-15-2016	A Monthly Average of 38 or more ³ (as of October 1, 2016 and the first day of each month after execution of the Agreement)	6-1-2018
2	10-15-2017	A Monthly Average of 40 or more ³ (as of October 1, 2017 and the first day of the month for the preceding eleven (11) months)	6-1-2019
3	10-15-2018	A Monthly Average of 40 or more ³ (as of October 1, 2018 and the first day of the month for the preceding eleven (11) months)	6-1-2020
4	10-15-2019	A Monthly Average of 42 or more ³ (as of October 1, 2019 and the first day of the month for the preceding eleven (11) months)	6-1-2021
5	10-15-2020	A Monthly Average of 42 or more ³ (as of October 1, 2020 and the first day of the month for the preceding eleven (11) months)	6-1-2021

¹ Economic Development Grants are subject to the terms of the Agreement.

² Employees per this Chart shall be Full-Time Equivalent Employment Units as defined by this Development Agreement.

³ If Developer employs less than a Monthly Average of the number of employees required by this Chart at the time of the Annual Certification, Developer will not be eligible for the full Economic Development Grant for the next fiscal year (see section 2.6 for pro-rated grant calculation).

EXHIBIT B
DEVELOPER'S ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

Developer certifies the following:

During the time period covered by this Certification, Developer is and was in compliance with Section 2.7 as follows:

(i) The number of Full-Time Equivalent Employment Units employed by Developer within the City as of October 1, 20__ and as of the first day of each of the preceding eleven (11) months were as follows:

October 1, 20__:	_____	April 1, 20__:	_____
September 1, 20__:	_____	March 1, 20__:	_____
August 1, 20__:	_____	February 1, 20__:	_____
July 1, 20__:	_____	January 1, 20__:	_____
June 1, 20__:	_____	December 1, 20__:	_____
May 1, 20__:	_____	November 1, 20__:	_____

(iii) the undersigned officer of Developer has re-examined the terms and provisions of this Agreement and certifies that at the date of such certification, and during the preceding twelve (12) months, Developer is not and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if the signer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Signed and certified this _____ day of _____, 20__.

INTRACO, INC. d/b/a CABLEVEY

By: _____
_____, _____

01242109-1\10978-002



City Council Communication

Meeting Date: July 5, 2016

Requested By: Public Works Dept.

Item Title: PUBLIC HEARING

Consider a resolution approving the plans, specifications, form of contract, and estimated cost for the West Mall (Hy-Vee) Parking Lot Rehabilitation Project. (Public Hearing)

Explanation:

City of Oskaloosa Engineering Division staff has prepared plans and specifications for the West Mall (Hy-Vee) Parking Lot Rehabilitation Project. The scope of this project involves all work associated with the asphalt overlay of an existing concrete parking lot. The engineers cost estimate for this project is \$231,375.00. If the project is awarded, construction will begin on or before September 19, 2016 with a stipulation that work must be either completed by, or start after, September 1-5, 2016 so that the project does not disrupt Labor Day holiday shopping. The anticipated work completion time is 10 working days.

Now is the time for interested persons to express their opinions concerning the project plans, specifications, form of contract, and estimated cost.

Recommended Action:

Open the public hearing; receive comments; close the hearing; approve the resolution approving the project plans, specifications, form of contract, and estimate of cost.

Budget Consideration:

The recommended action will not cause any financial impact. Minimal charges have been incurred as a result of printing the notice.

Attachments:

Resolution, Final Plans, and Engineers Cost Estimate.

RESOLUTION NO. _____

**RESOLUTION TO APPROVE THE FINAL PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE WEST MALL (HY-VEE) PARKING LOT REHABILITATION
PROJECT**

WHEREAS, the purpose of the West Mall (Hy-Vee) Parking Lot Rehabilitation Project is to rehabilitate and overlay the existing concrete surface with new asphalt pavement surface on the parking lot located west of the Penn Central Mall and adjacent to the Hy-Vee food store in Oskaloosa; and,

WHEREAS, the City Council of the City of Oskaloosa, Iowa, has heretofore deemed it necessary and desirable for the West Mall (Hy-Vee) Parking Lot Rehabilitation Project.

WHEREAS, this Council has heretofore approved the final plans, specifications and form of contract for the proposed Project, and, provided for a notice of hearing on proposed plans and specifications and proposed form of contract for the Project, and the taking of bids; and

WHEREAS, hearing has been held on objections to the proposed plans, specifications, and form of contract and to the cost of the Project, and no objections were provided.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oskaloosa, Iowa, that the plans, specifications and form of contract, and estimate of cost referred to in the preamble hereof be and the same are hereby approved, and the aforementioned public improvement to be constructed in accordance with the plans, specifications and form of contract is necessary and desirable.

PASSED AND APPROVED this _____ day of July, 2016.

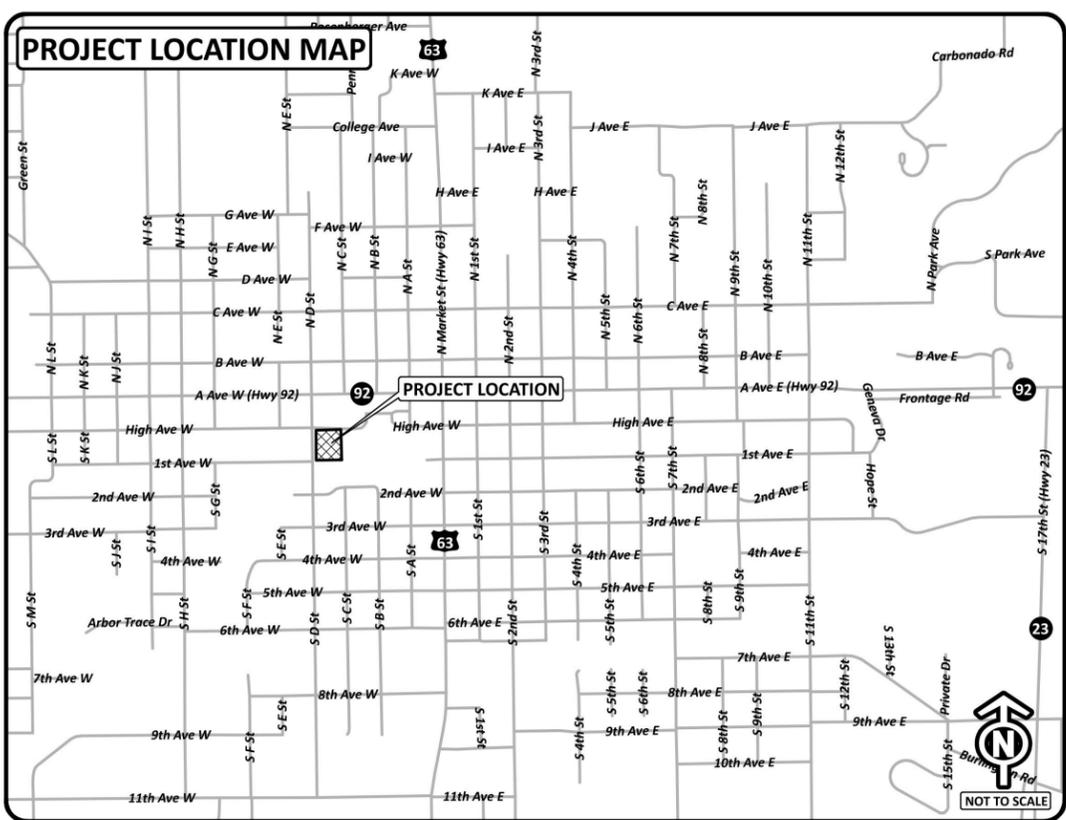
David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk



WEST MALL (HY-VEE) PARKING LOT REHABILITATION PROJECT OSKALOOSA, IOWA 2016



SHEET INDEX	
SHEET NO.	DESCRIPTION
A.1	TITLE SHEET
A.2	TRAFFIC CONTROL PLANS
A.3	GENERAL NOTES & QUANTITY TABULATION
B.1-2	ASPHALT OVERLAY PLANS
5	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.

Akhilesh Pal, P.E. _____ Date _____

License Number: 20813
My license renewal date is: December 31, 2017

Pages or sheets covered by this seal:
ALL SHEETS

UTILITY CONTACT INFORMATION		
UTILITY	ORGANIZATION & REPRESENTATIVE	PHONE
WATER, STORM AND SANITARY SEWER	CITY OF OSKALOOSA, CHAD COON	641-660-5555
PUBLIC WORKS	CITY OF OSKALOOSA, AKHILESH PAL & NATE WILLEY	641-673-7472
NATURAL GAS	MID-AMERICAN ENERGY, JEFF FERGUSON	641-660-3068
ELECTRIC	MID-AMERICAN ENERGY, JASON SANDIFER	641-660-7217
COMMUNICATIONS	MCG, ANDY PADGETT	641-295-7068
TELEVISION	MEDIACOM, TIM EAGEN	319-350-3679
PHONE	CENTURY LINK, DUSTIN WITHERS	515-263-7202



SHEET TITLE: TITLE SHEET	
NO.	REVISION/ISSUE
	DATE

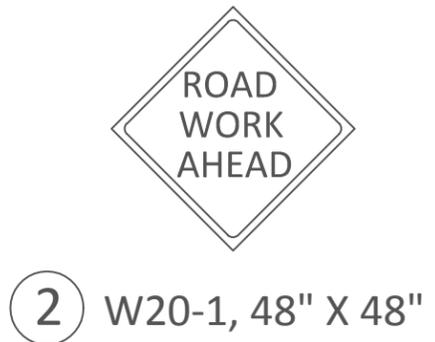
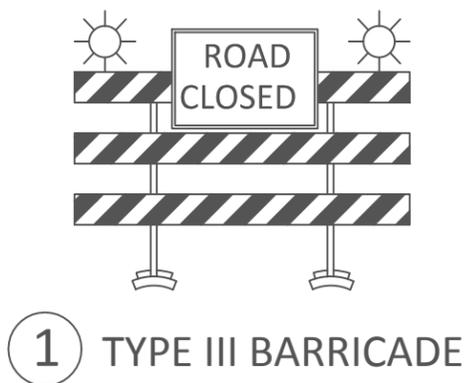
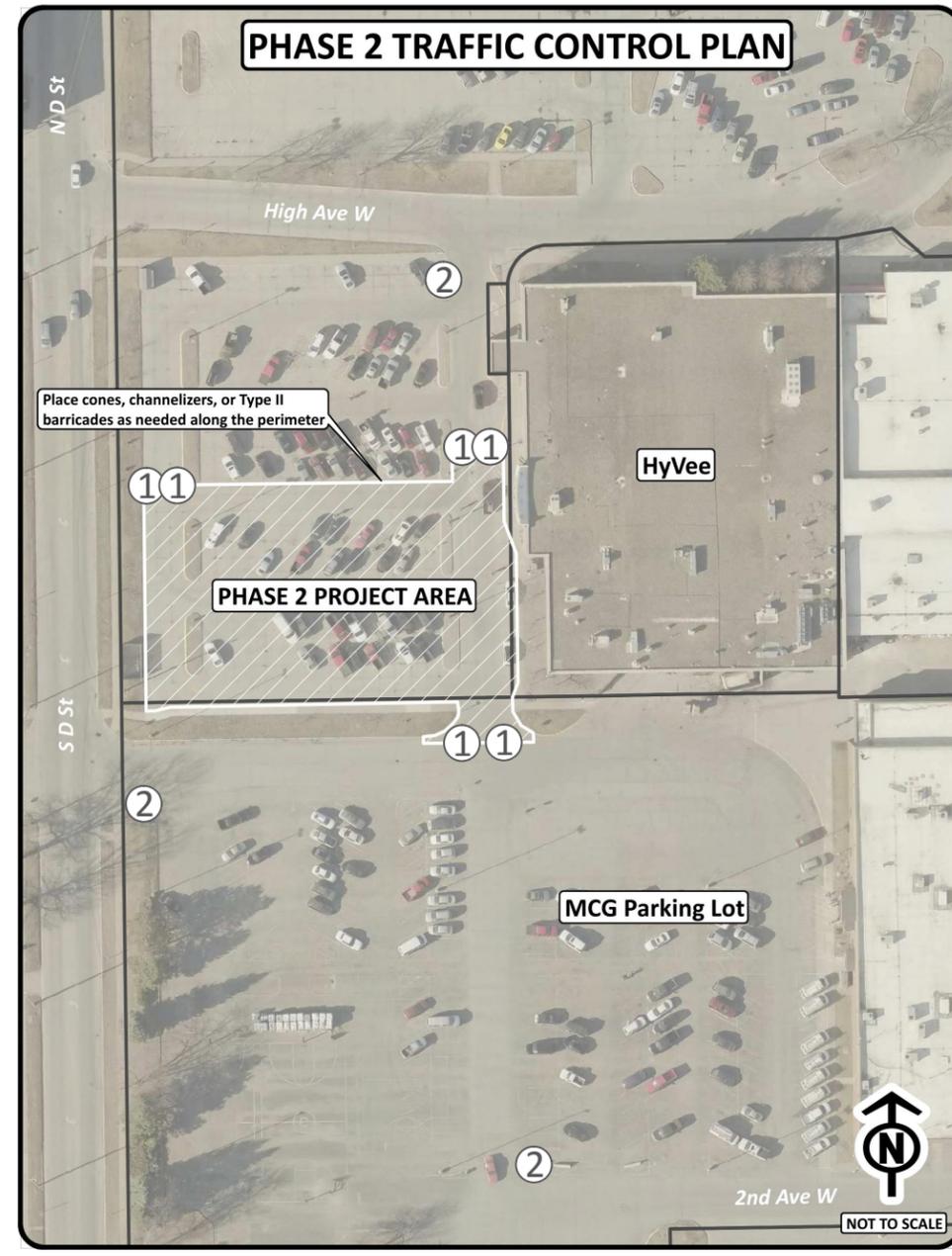
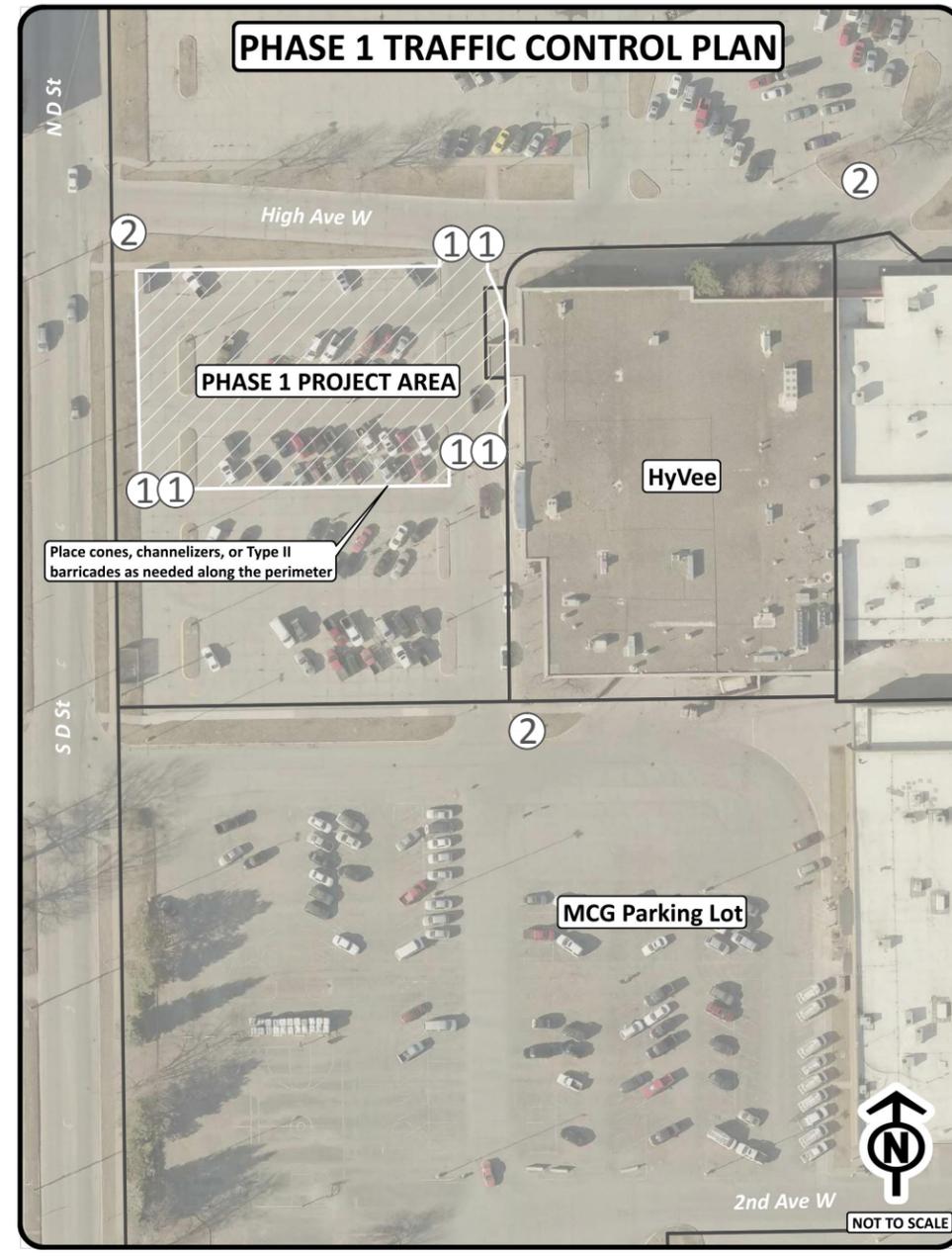
PROJECT NAME:
WEST MALL (HY-VEE) PARKING LOT
REHABILITATION PROJECT

DRAWN BY: NW	APPROVED BY: AP	DATE: MAY 27, 2016	PROJECT NO. 2010-94
-----------------	--------------------	-----------------------	------------------------

SHEET NO.
A.1

TRAFFIC CONTROL PLAN NOTES

- TRAFFIC CONTROL AND SIGNING ON THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). ALL SIGNS SHALL USE REFLECTIVE HIGH INTENSITY SHEETING OR BETTER.
- WHERE POSSIBLE ALL POST MOUNTED SIGNS SHALL BE PLACED A MINIMUM OF TWO FEET CLEAR OF THE BACK OF CURB OR TRAVEL LANE.
- PERMANENT SIGNS CONVEYING A MESSAGE CONTRARY OR CONTRADICTORY TO THE MESSAGE OF TEMPORARY SIGNS AND/OR NOT APPLICABLE TO WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE ENGINEER.
- ALL TRAFFIC CONTROL DEVICES, INCLUDING WOODEN POSTS SHALL BE FURNISHED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
- THE LOCATION FOR STORAGE OF CONTRACTOR MATERIALS OR EQUIPMENT DURING NON-WORKING HOURS SHALL BE APPROVED BY THE ENGINEER IN CHARGE OF CONSTRUCTION.
- PROPOSED SIGN SPACING MAY BE MODIFIED WITH THE ENGINEER'S APPROVAL TO MEET EXISTING FIELD RESTRICTIONS OR TO PREVENT OBSTRUCTION OF MOTORISTS VIEW OF PERMANENT SIGNING.
- PROPOSED CHANGES IN THE TRAFFIC CONTROL PLAN SHALL BE REVIEWED WITH THE ENGINEER BEFORE THE CHANGES ARE MADE.
- THE BID ITEM "TRAFFIC CONTROL" SHALL INCLUDE THE COST FOR ALL TRAFFIC CONTROL MEASURES REQUIRED OF THE CONTRACTOR.
- ALL CONTRACTOR-FURNISHED BARRICADES, VERTICAL PANELS, AND FIXED POST MOUNTED TRAFFIC CONTROL SIGNS SHALL BE REFLECTORIZED WITH ENCAPSULATED LENS SHEETING MEETING STANDARD SPECIFICATIONS.
- ARTICLE 2528.12 OF THE I.D.O.T. STANDARD SPECIFICATIONS REQUIRES MAINTENANCE OF ALL TRAFFIC CONTROL DEVICES, INCLUDING MAINTENANCE OF THE DEVICES DURING NON-WORKING HOURS IN ORDER TO ASSURE PROPER OPERATION.
- WHEN USED FOR TRAFFIC CONTROL OR PROTECTION OF THE WORK SITE, SAFETY FENCE MUST BE FIRMLY SUPPORTED IN A VERTICAL POSITION. RELATED COSTS WILL BE INCLUDED IN THE TRAFFIC CONTROL BID ITEM.
- ALL EXISTING SIGNS ARE NOT TO BE DISTURBED UNTIL NECESSARY. IF ANY SIGN IS REMOVED, THE CONTRACTOR IS RESPONSIBLE FOR REINSTALLATION.
- TYPE "A" FLASHING WARNING LIGHTS ARE REQUIRED AND SHALL BE VISIBLE TO BOTH DIRECTIONS OF TRAFFIC. THE BACKSIDE OF THE TYPE III BARRICADES SHALL BE FULLY REFLECTORIZED UNLESS THERE IS NO ACCESS PERMITTED BEYOND THE BARRICADE. STRIPES SHALL BE PROPERLY SLOPED DOWN TOWARDS THE TRAFFIC SIDE.
- A MINIMUM OF 2 TYPE III BARRICADES ARE NECESSARY TO CLOSE AN ENTIRE STREET OR PARKING LOT ENTRANCE.
- TRAFFIC CONTROL WILL BE PAID FOR AT THE CONTRACT LUMP SUM PRICE.
- THE CITY ENGINEER RESERVES THE RIGHT TO CHANGE THE TRAFFIC CONTROL PLAN WHEN REQUIRED.



NO.	REVISION/ISSUE	DATE

GENERAL NOTES:

1. THIS PROJECT INCLUDES ALL WORK AND MATERIALS ASSOCIATED WITH THE MILLING AND HMA OVERLAY OF AN EXISTING PARKING LOT, TRAFFIC CONTROL, AND MISCELLANEOUS ASSOCIATED WORK INCLUDING CLEAN UP.
2. ALL CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF OSKALOOSA DEPARTMENT OF PUBLIC WORKS STANDARD DRAWINGS AND THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) STANDARD SPECIFICATIONS 2016 EDITION PLUS CURRENT SUPPLEMENTAL SPECIFICATIONS AND DETAILED SPECIFICATION REQUIREMENTS. SUDAS SPECIFICATION MANUALS CAN BE ORDERED ONLINE (WWW.IOWASUDAS.ORG/MANUALS/ORDER-FORMS/). SPECIFICATIONS CAN ALSO BE VIEWED ON THE SUDAS WEBSITE (WWW.IOWASUDAS.ORG). CONTRACTOR SHALL HAVE A MINIMUM OF ONE SET OF PLANS AND SPECIFICATIONS ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION ACTIVITIES.
3. NOTIFY AKHILESH PAL, DIRECTOR OF PUBLIC WORKS, CITY OF OSKALOOSA, AT 641-673-7472 TWO WEEKS PRIOR TO COMMENCING WORK. THROUGHOUT THE PROJECT, MAKE EVERY EFFORT TO COORDINATE WORK AND COOPERATE WITH ALL CITY PERSONNEL AND ENGINEERS.
4. CONTRACTOR SHOULD MAKE EVERY EFFORT TO ALLOW ACCESS DURING CONSTRUCTION AND SHALL NOTIFY PROPERTY OWNERS 48 HOURS IN ADVANCE IF ACCESS TO PROPERTIES WILL BE INTERRUPTED. ACCESS TO PRIVATE PROPERTY SHALL BE MAINTAINED AT ALL TIMES FOR EMERGENCY VEHICLES.
5. CONTRACTOR SHALL FOLLOW THE TRAFFIC CONTROL AND PHASING PLANS AS SHOWN ON PLAN SHEET B.2. THE CITY ENGINEER RESERVES THE RIGHT TO MODIFY THE TRAFFIC CONTROL AND PHASING PLANS AS NEEDED. BARRICADES AND SIGNAGE SHALL BE FURNISHED BY THE CONTRACTOR AND INSTALLED PER THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). TRAFFIC CONTROL SHALL ALSO BE IN ACCORDANCE WITH THE PLAN SPECIFICATIONS, IOWA DOT STANDARD SPECIFICATION SECTION 2528, AND APPLICABLE IOWA DOT STANDARD ROAD PLANS. CONTRACTOR SHALL MAINTAIN, CLEAN AS NECESSARY, AND REPLACE DAMAGED TRAFFIC CONTROL DEVICES THROUGHOUT THE DURATION OF CONSTRUCTION.
6. TRAFFIC CONTROL WILL BE PAID FOR AT THE CONTRACT LUMP SUM PRICE AND SHALL BE FULL COMPENSATION FOR PROVIDING, MAINTAINING, AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES. NO SEPARATE PAYMENT WILL BE MADE FOR FLAGGERS AND PILOT CARS IF REQUIRED BY THE CONTRACT DOCUMENTS; INCLUDE IN LUMP SUM PRICE FOR TRAFFIC CONTROL.
7. CONTRACTOR SHALL SHALL PROVIDE QUALITY CONTROL IN ACCORDANCE WITH SECTION 7020 3.05B AND PERFORM ALL TESTING, INCLUDING OBTAINING SAMPLES. REQUIRED TESTS INCLUDE DENSITY (7020 3.04B) AND THICKNESS (7020 3.04C). PAVEMENT SMOOTHNESS (7020 3.05B PROFILOGRAPH) NOT REQUIRED.
8. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND NOTIFYING ALL UTILITY COMPANIES IN SERVICE DURING CONSTRUCTION. ALL FIXTURES SHALL BE ADJUSTED TO CONFORM TO THE FINISHED SURFACE OF THE STREET. IF CONFLICTS OCCUR, ADDITIONAL WORK WILL BE ACCOMMODATED AS EXTRA WORK.
9. PROTECT ALL UTILITIES FROM DAMAGE DURING CONSTRUCTION UNLESS OTHERWISE SHOWN ON PLANS. ANY UTILITIES DAMAGED DUE TO CONTRACTOR'S NEGLIGENCE WILL BE REPAIRED AT THEIR EXPENSE.
10. CONTRACTOR SHALL PRESERVE ALL MONUMENTS, STAKES, PROPERTY PINS, REFERENCE POINTS, AND BENCHMARKS. IN CASE OF DESTRUCTION BY CONTRACTOR'S NEGLIGENCE OR CARELESSNESS, THEY WILL BE CHARGED WITH THE RESULTING EXPENSE OF REPLACEMENT AND RESPONSIBILITY FOR ANY MISTAKES OR LOSS OF TIME CAUSED THEREBY.
11. CONTRACTOR SHALL PROVIDE HIS OWN WASTE AREA FOR WASTE MATERIAL REMOVED FROM THE PROJECT SITE. NO MATERIAL OR EQUIPMENT SHALL BE PLACED WITHIN THE RIGHT-OF-WAY OR OTHER GRASS AREAS, UNLESS APPROVED BY THE CITY ENGINEER.
12. CONTRACTOR SHALL PREVENT THE ENTRY OF MUD, DIRT, DEBRIS, AND OTHER MATERIAL INTO EXISTING SEWERS. SHOULD MUD, DIRT, DEBRIS, OR OTHER MATERIAL ENTER THE SEWERS, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER.
13. THE JURISDICTION RESERVES THE RIGHT TO MAKE ALTERATIONS IN THE PLANS OR IN THE QUANTITIES OF THE WORK AS MAY BE CONSIDERED NECESSARY. SUCH ALTERATIONS SHALL BE IN COMPLIANCE WITH SUDAS SECTION 1040 1.06 AND SHALL NOT BE CONSIDERED AS A WAIVER OF ANY CONDITIONS OF THE CONTRACT DOCUMENTS OR TO INVALIDATE ANY OF THE PROVISIONS THEREOF.
14. ALL TRAFFIC SIGNAGE INTERFERING WITH CONSTRUCTION SHALL BE REMOVED AND REPLACED OR REINSTALLED AS DIRECTED BY THE ENGINEER.

ESTIMATED PROJECT QUANTITIES					
WEST MALL (HY-VEE) PARKING LOT REHABILITATION PROJECT					
NO.	BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	REMARKS
1	1090-105-D	Mobilization	LS	1	
2	6010-108-E	Manhole Adjustments	EA	2	See General Notes #8.
3	7020-108-A-0	HMA Interlayer Base (PG 64-34)	TON	350	1" Thick Base Course
4	7020-108-A-0	HMA Surface (PG 64-22)	TON	525	1.5" Thick Surface Course
5	7020-108-H-0	HMA Pavement Samples and Testing	LS	1	See General Notes #7.
6	7040-108-G-0	Pavement Milling	SY	250	Includes all necessary saw cuts.
7	7040-108-G-0	Plunge Milling, 3' Width	SY	1,500	To be utilized at the discretion of the City Engineer along pavement joints and cracks. All, part, or none of this bid quantity may be used. Includes furnishing and placement of hot mix asphalt.
8	XXX-XXXX-X-X	Traffic Control	LS	1	Follow MUTCD guidelines. Refer to notes on pages A.2 and A.3.
9	XXX-XXXX-X-X	Fabric Matting, 3' Width	LF	5,000	To be utilized at the discretion of the City Engineer over joints and cracks. All, part, or none of this bid quantity may be used.



OSKALOOSA ENGINEERING DEPT.
804 SOUTH D STREET
OSKALOOSA, IA 52577
PHONE: (641)673-7472
FAX: (641)673-3733

SHEET TITLE:
**GENERAL NOTES &
QUANTITIES TABULATION**

PROJECT NAME:
**WEST MALL (HY-VEE) PARKING LOT
REHABILITATION PROJECT**

DRAWN BY: NW
APPROVED BY: AP
DATE: **MAY 27, 2016**
PROJECT NO.: **2010-94**

SHEET NO.
A.3

DATE

REVISION/ISSUE

NO.

B.1

SHEET NO.

PROJECT NO.
2010-94

DATE:
MAY 27, 2016

APPROVED BY: AP

DRAWN BY: NW

PROJECT NAME:
WEST MALL (HY-VEE) PARKING LOT
REHABILITATION PROJECT

SHEET TITLE:
WEST MALL (HY-VEE)
PARKING LOT
PHASE 1 PLAN

NO.

REVISION/ISSUE

DATE

OSKALOOSA ENGINEERING DEPT.
804 SOUTH D STREET
OSKALOOSA, IA 52577
PHONE: (641)673-7472
FAX: (641)673-3733



LEGEND

- PAVEMENT MILLING AREA, 2.5" MAX DEPTH
- ASPHALT OVERLAY AREA, 2.5" TOTAL THICKNESS



SHEET NO.

PROJECT NO.
2010-94

DATE:
MAY 27, 2016

APPROVED BY: AP

DRAWN BY: NW

PROJECT NAME:
WEST MALL (HY-VEE) PARKING LOT
REHABILITATION PROJECT

SHEET TITLE:
WEST MALL (HY-VEE) PARKING LOT
PHASE 2 PLAN

NO.

REVISION/ISSUE

DATE

OSKALOOSA ENGINEERING DEPT.
804 SOUTH D STREET
OSKALOOSA, IA 52577
PHONE: (641)673-7472
FAX: (641)673-3733



LEGEND



PAVEMENT MILLING AREA, 2.5" MAX DEPTH



ASPHALT OVERLAY AREA, 2.5" TOTAL THICKNESS

ARROWS INDICATE
EXISTING/DESIGN SLOPE

STORM SEWER INTAKE

MANHOLE ADJUSTMENT

40'

12'

0 30' 60'

Engineers Opinion of Probable Cost
West Mall (Hy-Vee) Parking Lot Rehabilitation Project
Bid Date: June 23, 2016 at 10:00 AM

Item No.	Bid Item Description No.	Bid Item Description	Unit	Estimated Quantity	Unit Price	Amount
1	1090-105-D	Mobilization	LS	1	\$10,000.00	\$10,000.00
2	6010-108-E	Manhole Adjustments	EA	2	\$1,000.00	\$2,000.00
3	7020-108-A-0	HMA Interlayer Base (PG 64-34)	TON	350	\$155.00	\$54,250.00
4	7020-108-A-0	HMA Surface (PG 64-22)	TON	525	\$105.00	\$55,125.00
5	7020-108-H-0	HMA Pavement Samples and Testing	LS	1	\$4,000.00	\$4,000.00
6	7040-108-G-0	Pavement Milling	SY	250	\$6.00	\$1,500.00
7	7040-108-G-0	Plunge Milling, 3' Width	SY	1,500	\$45.00	\$67,500.00
8	XXX-XXXX-X-X	Traffic Control	LS	1	\$2,000.00	\$2,000.00
9	XXX-XXXX-X-X	Fabric Matting, 3' Width	LF	5,000	\$7.00	\$35,000.00

ESTIMATED PROJECT TOTAL COST: \$231,375.00



City Council Communication

Meeting Date: July 5, 2016

Requested By: Public Works Dept.

Item Title:

Consider a resolution awarding a contract for the West Mall (Hy-Vee) Parking Lot Rehabilitation Project to Norris Asphalt Paving Co.

Explanation:

The West Mall (Hy-Vee) Parking Lot Rehabilitation Project was advertised and bids were received and publicly read on June 23, 2016. One bid was received, and it was submitted by Norris Asphalt Paving Co. in the amount of \$209,760.50. This amount was lower than the engineer's estimate of \$231,375.00. This project involves all work associated with the asphalt overlay of an existing concrete parking lot.

If the project is awarded, construction will begin on or before September 19, 2016 with a stipulation that work must be either completed by, or start after, September 1-5, 2016 so that the project does not disrupt Labor Day holiday shopping. The anticipated work completion time is 10 working days.

If Council awards this construction contract, then Staff recommends authorizing the City Manager an additional 10% of the contract amount (\$21,000.00) as construction contingency for unforeseen circumstances and also to authorize the Mayor to execute all related contract documents contingent upon receipt and approval of insurance and bond documents.

Recommended Action:

Approve the resolution awarding the project to Norris Asphalt Paving Co. Staff also recommends authorizing a total construction contingency budget of \$21,000.00 for this project under the supervision of the City Manager, and to authorize the Mayor to execute the contract.

Budget Consideration:

Total construction costs of \$209,760.50 and a contingency amount of \$21,000.00 from the West Mall (Hy-Vee) Parking Lot Rehabilitation Project fund. A total of \$300,000 has been budgeted in FY 2016-2017 for this project (account #325-2010-6761).

Attachments:

Resolution, Bid Tabulation, and Notice of Award.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF OSKALOOSA AWARDING A CONTRACT TO NORRIS ASPHALT PAVING CO. FOR THE WEST MALL (HY-VEE) PARKING LOT REHABILITATION PROJECT.

WHEREAS, the City Council of the City of Oskaloosa, Iowa, has heretofore deemed it necessary and desirable to approve the West Mall (Hy-Vee) Parking Lot Rehabilitation Project; and,

WHEREAS, the bids for the aforementioned Project were received, opened, and tabulated as per published notice; and,

WHEREAS, the bid in the amount of \$209,760.50 from Norris Asphalt Paving Co. was the lowest responsive, responsible bid; and,

WHEREAS, the City desires to authorize the Mayor to allow a ten (10%) percent (\$21,000.00) contingency of the award amount for unforeseen construction circumstances.

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

1. The City Council does hereby award the contract to Norris Asphalt Paving Co. in the amount of \$209,760.50, and authorizes the Mayor to execute all related contract documents contingent upon receipt and approval of insurance and bond documents.
2. The City Council authorizes the City Manager a construction contingency of \$21,000.00 for the project during construction as necessary in order to complete this project.

PASSED AND APPROVED this _____ day of July, 2016.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

BID TABULATION**West Mall (Hy-Vee) Parking Lot Rehabilitation Project in Oskaloosa, Iowa****Bids Received: June 23, 2016 at 10:00 AM**

Item No.	Bid Item Description No.	Bid Item Description	Unit	Estimated Quantity	Engineer's Opinion of Probable Cost		Norris Asphalt Paving Co. Ottumwa, IA	
					Unit Price	Amount	Unit Price	Amount
1	1090-105-D	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
2	6010-108-E	Manhole Adjustments	EA	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
3	7020-108-A-0	HMA Interlayer Base (PG 64-34)	TON	350	\$155.00	\$54,250.00	\$149.78	\$52,423.00
4	7020-108-A-0	HMA Surface (PG 64-22)	TON	525	\$105.00	\$55,125.00	\$103.50	\$54,337.50
5	7020-108-H-0	HMA Pavement Samples and Testing	LS	1	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00
6	7040-108-G-0	Pavement Milling	SY	250	\$6.00	\$1,500.00	\$10.00	\$2,500.00
7	7040-108-G-0	Plunge Milling, 3' Width	SY	1,500	\$45.00	\$67,500.00	\$35.00	\$52,500.00
8	XXX-XXXX-X-X	Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
9	XXX-XXXX-X-X	Fabric Matting, 3' Width	LF	5,000	\$7.00	\$35,000.00	\$7.00	\$35,000.00
PROJECT TOTALS:					\$231,375.00		\$209,760.50	

NOTICE OF AWARD

To: Norris Asphalt Paving Company
14242 Terminal Avenue
Ottumwa, IA 52501

The City Council of the City of Oskaloosa, Iowa has considered the proposal submitted by you on June 23, 2016 in the City of Oskaloosa, Iowa. It appears that it is to the best interest of the City of Oskaloosa, Iowa to accept your proposal in the amount of Two Hundred Nine Thousand Seven Hundred Sixty and 50/100 dollars (\$209,760.50). You are hereby notified that your proposal has been accepted for the WEST MALL (HY-VEE) PARKING LOT REHABILITATION PROJECT subject to completion of financing and approval of the Contract.

You are required by the "Notice of Hearing and Letting" to execute the formal Contract with the City of Oskaloosa and to furnish the required Contractor's performance and payment bond within the terms specified in the "Notice of Hearing and Letting".

If you fail to execute said Contract and to furnish said bond within ten (10) days from the date of delivery of the "Notice of Award", the City of Oskaloosa will be entitled to consider all your rights arising out of the City of Oskaloosa's acceptance of your proposal as abandoned and to award the work covered by your proposal to another, or to re-advertise the work, or otherwise dispose thereof as the City of Oskaloosa may see fit.

Dated this ____ day of July, 2016.

CITY OF OSKALOOSA, IOWA

By _____

Title _____

Acceptance of Notice
Receipt of the Above

"Notice of Award" is hereby acknowledged this ____ day of July, 2016.

Contractor

By _____

Title _____



City Council Communication

Meeting Date: July 5, 2016

Requested By: Public Works Dept.

Item Title:

Consider a resolution approving the 15th Avenue West and Edmundson Drive Sidewalk Project.

Explanation:

The 15th Avenue West and Edmundson Drive Sidewalk Project has been prepared by staff as part of the Active Transportation Plan (\$50,000 total budgeted for project #2010-92). The scope of the project involves the construction of approximately 500 feet of new public sidewalk along 15th Avenue West and Edmundson Drive. This new sidewalk will connect existing sidewalk along 15th Avenue West to existing sidewalk along Edmundson Drive and extend that sidewalk to the Edmundson Golf Course. This project also includes an alternate of an additional 225 feet of sidewalk from Edmundson Drive to the golf course clubhouse (please view the attached plan for more details). The estimated cost for this project was \$27,100.00 with an additional \$6,000.00 for the alternate, giving a total estimated cost of \$33,100.00. Competitive quotes for this project were received on Friday, June 24, with the lowest quote being from TK Concrete Inc. for \$22,875.00 plus \$4,500.00 for the alternate for a total project cost of \$27,375.00.

If Council awards this construction contract, then staff recommends authorizing the City Manager an additional \$5,500 (approximately 20% of the contract amount) as construction contingency for unforeseen circumstances and also to authorize the Mayor to execute all related contract documents contingent upon receipt and approval of bond documents.

Recommended Action:

Staff recommends that the City Council approve the 15th Avenue West and Edmundson Drive Sidewalk Project as presented.

Budget Consideration:

A total amount of \$50,000.00 is allocated in FY 2017 in the Capital Improvement Plan for Active Transportation Plan - Sidewalks (CIP Project # 2010-92).

Attachments:

Resolution, Project Plan, Scope of Work, Bid Sheet, Cost Estimate, Contract, and Quote Tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF OSKALOOSA APPROVING THE 2017 CITY-WIDE STORM SEWER INTAKE REPAIRS PROJECT.

WHEREAS, the City Council of the City of Oskaloosa, Iowa, has heretofore deemed it necessary and desirable to approve the 2017 City-wide Storm Sewer Intake Repairs Project; and,

WHEREAS, the competitive quotes for the aforementioned Project were received, opened, and tabulated as per purchasing policy; and,

WHEREAS, the quote in the total amount of \$44,075.00 from Popson Construction was the lowest responsive, responsible quote; and,

WHEREAS, the City desires to authorize the City Manager to allow \$4,225.00 in contingency for unforeseen construction circumstances.

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

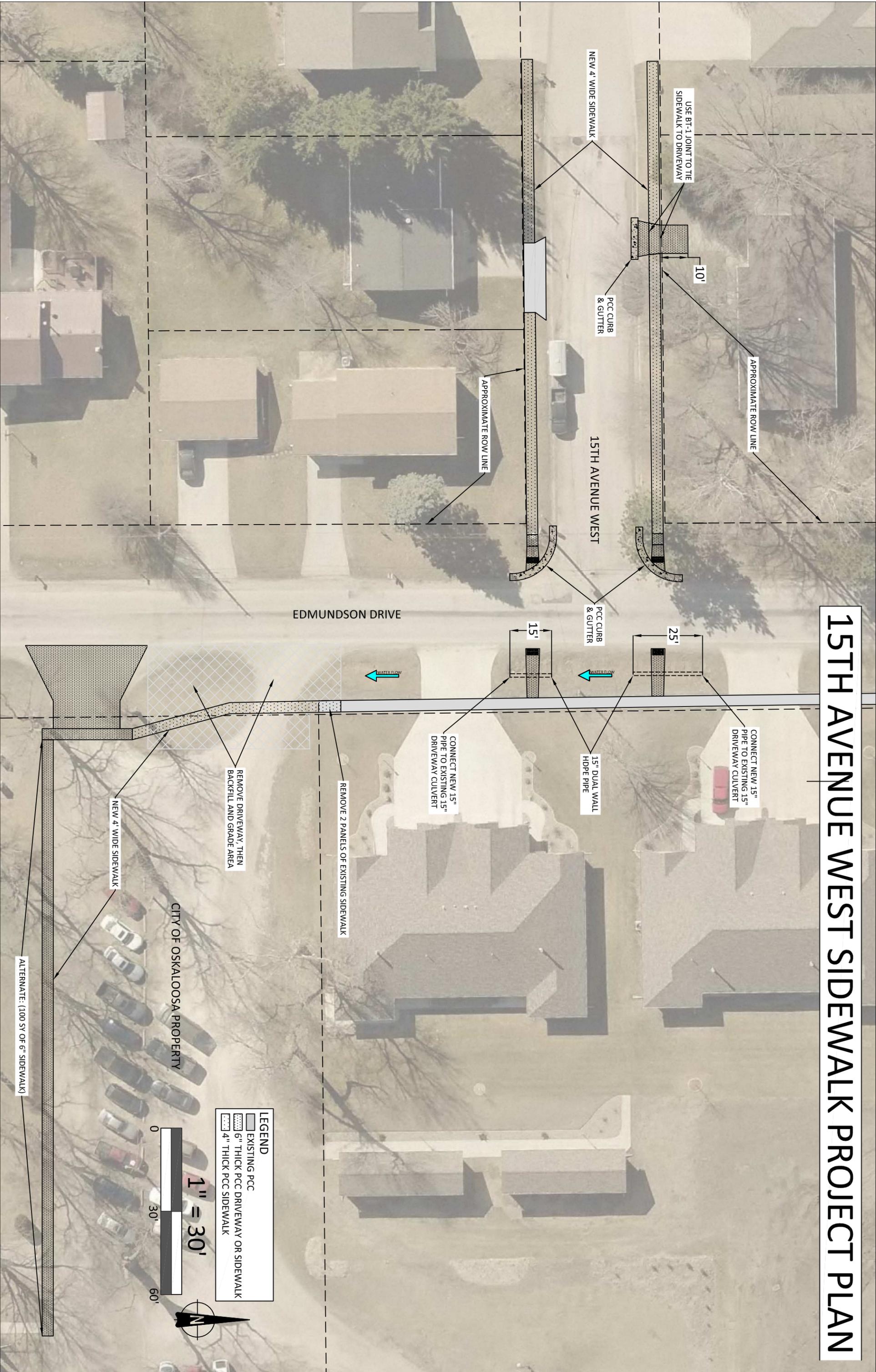
1. The City Council does hereby award the contract to Popson Construction in the total amount of \$44,075.00 and authorizes the Mayor to execute all related contract documents contingent upon receipt and approval of bond documents.
2. The City Council authorizes the City Manager to allow a construction contingency of \$4,225.00 for the project during construction as necessary in order to complete this project.

PASSED AND APPROVED this _____ day of July, 2016.

David Krutzfeldt, Mayor

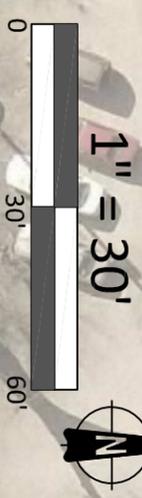
ATTEST: _____
Amy Miller, City Clerk

15TH AVENUE WEST SIDEWALK PROJECT PLAN



LEGEND

	EXISTING PCC
	6" THICK PCC DRIVEWAY OR SIDEWALK
	4" THICK PCC SIDEWALK



CITY OF OSKALOOSA PROPERTY

EDMUNDSON DRIVE

15TH AVENUE WEST

ALTERNATE: (100 SV OF 6" SIDEWALK)



Oskaloosa Public Works Department

804 South D Street, Oskaloosa, IA 52577

Phone: 641-673-7472 Fax: 641-673-3733

ATTACHMENT A: SCOPE OF WORK

- PROJECT NAME:** 15th Avenue West Sidewalk Project
- PROJECT LOCATIONS:** The north and south sides of 15th Avenue West from Edmundson Drive to 200 feet west of Edmundson Drive and along the east side of Edmundson Drive from the existing sidewalk south to Edmundson golf course.
- GRAVEL DRIVEWAY REMOVAL:** Remove the granular surface driveway where shown on the plans. Excavated granular material may be re-used as pipe bedding material.
- TOPSOIL BACKFILL:** Provide, place, and grade additional topsoil backfill wherever needed. Excavated topsoil may be stored on site and re-used as backfill material.
- PCC CURB & GUTTER:** Excavate for 6" of compacted granular subbase (Class A Roadstone) and 8" of concrete (C4) curb and gutter. Tie into the existing curb and gutter with #4 rebar. Maximum spacing of 10' for saw cuts. Grout the back of curb, backfill disturbed areas with topsoil, and compact the backfill to grade.
- 4"/6" PCC SIDEWALK:** Excavate for 3" of compacted granular subbase (Class A Roadstone) and either 4" or 6" of concrete (C4) sidewalk as shown on plans. Tie into the existing sidewalk and driveways with #4 rebar spaced every 30". Sidewalk ramps must meet current ADA standards. Truncated domes will be provided and placed by the City. If necessary, the contractor will need to cut the domes to fit. Saw cuts shall be placed every 4'. Sealed expansion joints shall be placed at the back of curb. Backfill disturbed areas with topsoil and compact the backfill to grade.
- PCC DRIVEWAY:** Remove existing pavement or gravel and excavate for 6" of compacted granular subbase (Class A Roadstone) and 6" of concrete (C4) pavement. Excavated granular material may be re-used as pipe bedding material. Tie into sidewalk with #4 rebar spaced every 30". Backfill disturbed areas with topsoil and compact the backfill to grade.
- PLACE 15" HDPE PIPE:** Excavate for 4" of compacted granular bedding and place 15" dual wall HDPE pipe in ditch flowline with a minimum of 1% slope. Pipe will be provided by the City. Bed pipe in granular material to the midpoint and backfill as needed over the pipe.



Oskaloosa Public Works Department

804 South D Street, Oskaloosa, IA 52577

Phone: 641-673-7472 Fax: 641-673-3733

ATTACHMENT B: BID SHEET

PROJECT NAME: 15th Avenue West Sidewalk Project

PROJECT LOCATIONS: The north and south sides of 15th Avenue West from Edmundson Drive to 200 feet west of Edmundson Drive and along the east side of Edmundson Drive from the existing sidewalk south to Edmundson golf course.

CONTRACTOR NAME: _____

ITEM (See Attachment A: Scope of Work for details)	ESTIMATED QUANTITY	UNIT PRICE QUOTE	ITEM TOTALS
Gravel Driveway Removal: Includes disposal	25 CY	\$ _____ Per Cubic Yard	\$ _____
Topsoil Backfill: Includes placement and grading	50 CY	\$ _____ Per Cubic Yard	\$ _____
PCC Curb & Gutter, 8" Thick: Includes removal, excavation, granular subbase, and all other items incidental to concrete curb and gutter construction.	75 LF	\$ _____ Per Linear Foot	\$ _____
PCC Sidewalk, 4" Thick: Includes removal, excavation, granular subbase, and all other items incidental to concrete sidewalk construction.	175 SY	\$ _____ Per Square Yard	\$ _____
PCC Sidewalk, 6" Thick: Includes removal, excavation, granular subbase, and all other items incidental to concrete sidewalk construction. (May include 100 SY alternate to golf course, see plans for details)	50 or 150 SY	\$ _____ Per Square Yard	\$ _____
PCC Driveway, 6" Thick: Includes removal, excavation, granular subbase, and all other items incidental to concrete driveway construction.	125 SY	\$ _____ Per Square Yard	\$ _____
Place 15" Dual Wall HDPE Pipe: Includes excavation, granular bedding, and placement	40 LF	\$ _____ Per Linear Foot	\$ _____
Performance Bond	1 LS	\$ _____ Lump Sum	\$ _____
TOTAL QUOTE:		\$ _____	

See Attachment A – Scope of Work for construction details.

This project will be awarded based on the total quote.

Payment will be based on the quoted unit prices and actual project quantities. These quantities are estimates, therefore the City reserves the right to increase or decrease the quantities at any time as they pertain to this project.

Please submit your quote by the end of the day on Friday, June 24, 2016.

Contact Nate at 641-673-7472 with any questions.

15TH AVENUE WEST SIDEWALK PROJECT COST ESTIMATE

Item	Estimated Quantity	Unit	Unit Price	Item Total
Gravel Driveway Removal	25	CY	\$30	\$750
Topsoil Backfill	50	CY	\$30	\$1,500
PCC Curb & Gutter, 8" Thick	75	LF	\$40	\$3,000
PCC Sidewalk, 4" Thick	175	SY	\$50	\$8,750
PCC Sidewalk, 6" Thick	50	SY	\$60	\$3,000
PCC Driveway, 6" Thick	125	SY	\$60	\$7,500
Place 15" Dual Wall HDPE Pipe	40	LF	\$40	\$1,600
Performance Bond	1	LS	\$1,000	\$1,000
TOTAL ESTIMATED PROJECT COST:				\$27,100
TOTAL ESTIMATED ALTERNATE (100 SY of PCC Sidewalk, 6" Thick) COST:				\$6,000
TOTAL ESTIMATED PROJECT + ALTERNATE COST:				\$33,100



Oskaloosa Public Works Department

804 South D Street, Oskaloosa, IA 52577
Phone: 641-673-7472 Fax: 641-673-3733

City of Oskaloosa Public Works Department Competitive Quote Contract

PROJECT TITLE: 15th Avenue West Sidewalk Project (PO# _____):

This contract is entered into on the signed date below between the City of Oskaloosa, Iowa ("City") and _____ ("Contractor").

1. SCOPE OF WORK

- A. The project locations include the north and south sides of 15th Avenue West from Edmundson Drive to 200 feet west of Edmundson Drive and along the east side of Edmundson Drive from the existing sidewalk south to Edmundson golf course. The Contractor shall perform the work as described in Attachment A: Scope of Work and all accompanying documents.

2. PROJECT START AND COMPLETION

- A. No work is to be performed prior to written or verbal notice to proceed delivered by City staff.
- B. All work under this contract is to be completed by August 26, 2016. Failure to complete the project within the specified time frame may result in termination of the contract and disqualification from future projects.

3. PAYMENT

- A. The City shall pay the Contractor for the work performed under this contract at the unit prices set forth in the Contractor's proposal as described in Attachment B: Bid Sheet. All payments will be calculated based on the unit prices and actual project quantities. The contractor shall not exceed the estimated quantities without City approval. Additional materials, labor, or other work performed without prior consent will not be compensated.
- B. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the scope of work as described in Attachment "A", the current Statewide Urban Design and Specifications (SUDAS) standards, and all City of Oskaloosa Municipal Code requirements and Public Works Department standards. Any changes to the scope of work or design must be approved by the City Engineer.
- C. The Contractor shall maintain expense and materials quantities records and provide the City with copies when requested. The Contractor shall submit invoices which reference the unit prices, actual quantities, and the project purchase order number. Once approved by the City Council, invoice payments are to be mailed out on the 10th day of every month. City Council meetings are held on the 1st and 3rd Monday of every month.
- D. If the work performed does not meet the requirements set forth in this Contract, the City shall have the right to withhold payment until corrections or modifications are completed and the requirements of this Contract are met.

4. CONTRACTOR RESPONSIBILITIES

- A. **Safety and Traffic Control** - The Contractor shall take all necessary precautions for the safety of their employees and the public and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall provide, erect, and properly maintain at all times the necessary warning devices, signs, and traffic control for the protection of workers and the public. All road or lane closures, warning signs, and traffic control devices must meet the current Manual on Uniform Traffic Control Devices (MUTCD), Iowa DOT traffic control regulations, and City of Oskaloosa Municipal Code requirements. Materials and equipment may not be stored or staged within the City right-of-way unless otherwise approved by the City Engineer.



Oskaloosa Public Works Department

804 South D Street, Oskaloosa, IA 52577

Phone: 641-673-7472 Fax: 641-673-3733

- B. **Corrections of Defects** - The Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after acceptance of work. When corrections are made, the Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after acceptance of the corrections by the City. The Contractor shall start work to remedy such defects within 7 days of mailing notice of discovery by the City and shall complete such work within the timeframe stated in the notice. In emergencies where damage may result from delay or where loss of service may result, the corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within a specified time, the work will be otherwise accomplished and the cost shall be paid by the Contractor. Failure to complete corrections may also result in disqualification from future City projects. Corrections include, but are not limited to, re-compaction of soil, defective pipe or culvert replacement, replacement of defective concrete or asphalt, placement of additional soil over settled excavation areas, and disposal of exposed project material and debris.
- C. **Warranty** - The Contractor shall be liable for any costs, losses, expenses, or damages suffered by the City resulting from defects in the Contractor's work. These costs may include, but are not limited to, cost of materials and labor used by the City in making emergency repairs, and the cost of engineering, inspection, and supervision by the City. The Contractor shall hold the City harmless from any and all claims which may be made against the City as a result of any defective work, and the Contractor shall defend any such claims at its own expense.
- D. **Insurance** - The Contractor must be bonded and insured with the City in the applicable amounts required by the City of Oskaloosa Municipal Code for the scope of work. The Contractor shall not commence work until their performance and payment bond have been approved.
- E. **Utilities** - The Contractor is responsible for notifying, locating, and protecting all public and private utilities. Any utilities damaged as a result of the Contractor's negligence will be repaired at the Contractor's expense. All utility fixtures shall be adjusted to conform to the finished surface of the street, driveway, sidewalk, or finished grade. Any alteration, improvement, relocation, or removal of any utility required as a result of the scope of work will be done at the Contractor's expense. The Contractor is responsible for coordinating all work with utility company personnel.
- F. **Site Access** - The Contractor must notify property owners 48 hours in advance if access to their properties will be interrupted. The Contractor is responsible for maintaining access to private property at all times for emergency vehicles. Pedestrian access must be maintained at all times to residences and businesses. The Contractor is responsible for providing 7 day, 24 hour emergency contact information. Inability to make contact in the event of an emergency may result in penalties, fines, and/or back charges as a result of damages.
- G. **Existing Vegetation and Structures** - The Contractor shall not disturb desirable grass areas or trees outside of the construction limits. The Contractor is responsible for removing, storing, and replacing any signs, posts, monuments, stakes, property pins, reference points, and/or benchmarks which may be in line of construction. In case of destruction by Contractor's negligence or carelessness, the Contractor will be charged with the resulting expense of replacement and be held responsible for any mistakes or loss of time. Any damage to, or destruction of, public or private property by Contractor's negligence or carelessness will be repaired or replaced at the Contractor's expense.



Oskaloosa Public Works Department

804 South D Street, Oskaloosa, IA 52577

Phone: 641-673-7472 Fax: 641-673-3733

- H. **Site Clean-Up and Restoration** - The Contractor shall be responsible for the disposal of all material that is unsuitable for backfill or surface restoration. The Contractor shall strip, salvage, and re-spread all topsoil on site. The re-spread topsoil shall be brought to a finished grade and approved by the City prior to project acceptance. All brick, concrete, asphalt, gravel, rocks, tree roots, and any other undesirable material shall be removed from the top 6" of topsoil.

5. GENERAL PROVISIONS

- A. The City Engineer, or City staff under the direction of the City Engineer, shall have primary responsibility for the City under this Contract and shall oversee, inspect, and approve all work to be performed, coordinate communications, and review and approve all invoices.
- B. The Contractor is, and shall be at all times during the term of this Contract, an independent contractor and not an employee of the City.
- C. The City reserves the right to make alterations in the project scope or in the quantities of work as may be considered necessary.
- D. The Contractor shall protect, defend, indemnify, and save harmless the City and its agents from any and all costs, claims, or damages resulting from the Contractor's negligence or carelessness. In the same way, the City shall protect, defend, indemnify, and save harmless the Contractor and its agents from any costs, claims, or damages resulting from the City's negligence or carelessness.

6. TERMINATION OF CONTRACT

This Contract shall terminate upon satisfactory completion of the work and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor, upon occurrence of any one or more of the following events:

1. The Contractor makes a general assignment for the benefit of its creditors.
2. A receiver is appointed as a result of the insolvency of the Contractor.
3. The Contractor persistently or repeatedly refuses or fails to complete the work required.
4. The Contractor persistently disregards federal, state, or local regulations and ordinances.
5. The Contractor persistently disregards City instructions or otherwise violates the terms of this Contract.
6. The City determines that sufficient funds are not available to fund completion of the contracted work.

In the event the contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under the Contract until the work specified is satisfactorily completed up to the date of termination. If the unpaid balance owed to the Contractor exceeds the expense incurred by the City to finish the work and all damages sustained by the City due to refusal, neglect, failure, or discontinuance, the excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable and shall pay the difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

7. CLAIMS

Any claim against the City for damages, expenses, costs, or extra work arising out of the performance of this Contract must be made in writing to the City within 30 days after the discovery of such damage, expense, or loss. No claims may be made after City approval of the final payment. The Contractor, upon submitting an invoice for final payment, shall be deemed to have waived its right to make any further claims, unless such claim is included with the final payment invoice.



Oskaloosa Public Works Department

804 South D Street, Oskaloosa, IA 52577

Phone: 641-673-7472 Fax: 641-673-3733

8. PERFORMANCE BOND

When the contract price equals or exceeds \$25,000, the contract shall be accompanied by a performance, payment, and maintenance bond, with surety, for the faithful performance of the contract and all other requirements as provided by law and as stated in Iowa Code Section 573.2. For project contracts of \$50,000 or less, a waiver of these bond requirements may be granted if written evidence is presented that demonstrates that your business is unable to secure a bond due to lack of experience, net worth, or capital per Iowa Code Section 12.44. Please contact the City to obtain the bond documents.

9. EXTENT OF CONTRACT

This Contract, together with the attachments, represents the entire and integrated Contract between the City of Oskaloosa ("City") and _____ ("Contractor") and supersedes all prior negotiations, representations, or agreements, either written or oral. These parties have executed this Contract and it shall be effective as of the signed date below. This contract may be amended, modified, or added to only by written agreement signed by both parties.

CONTRACTOR

CITY OF OSKALOOSA

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Phone: _____

Title: _____

Date: _____

Date: _____

15TH AVENUE WEST SIDEWALK PROJECT TABULATION OF QUOTES

LOW QUOTE

Item	Quantity	Unit	TK Concrete Inc.		Popson Construction		Onthank Concrete	
			Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Gravel Driveway Removal	25	CY	\$30.00	\$750.00	\$22.00	\$550.00	\$30.00	\$750.00
Topsoil Backfill	50	CY	\$40.00	\$2,000.00	\$22.00	\$1,100.00	\$30.00	\$1,500.00
PCC Curb & Gutter, 8" Thick	75	CY	\$30.00	\$2,250.00	\$38.00	\$2,850.00	\$42.00	\$3,150.00
PCC Sidewalk, 4" Thick	175	CY	\$40.00	\$7,000.00	\$46.80	\$8,190.00	\$50.00	\$8,750.00
PCC Sidewalk, 6" Thick	50	LS	\$45.00	\$2,250.00	\$56.00	\$2,800.00	\$55.00	\$2,750.00
PCC Driveway, 6" Thick	125	SY	\$45.00	\$5,625.00	\$56.00	\$7,000.00	\$58.00	\$7,250.00
Place 15" Dual Wall HDPE Pipe	40	LF	\$50.00	\$2,000.00	\$28.00	\$1,120.00	\$40.00	\$1,600.00
Performance Bond	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Base Quote Totals:				\$22,875.00		\$24,610.00		\$26,750.00
Alternate (+100 SY of 6" Sidewalk) Totals:				\$4,500.00		\$5,600.00		\$5,500.00
Base + Alternate Totals:				\$27,375.00		\$30,210.00		\$32,250.00



City Council Communication

Meeting Date: July 5, 2016

Requested By: City Council

Item Title:

Consider an ordinance to change the parking restrictions along C Avenue East from North 11th Street to South Park Avenue. – 2nd Reading

Explanation:

At their meeting on March 21, 2016, City Council directed staff to perform a study regarding the on-street parking restrictions along C Avenue East from North 11th Street to Park Avenue. Currently, a no parking zone exists on the south side of C Avenue East from North 11th Street to 400 feet west of South Park Avenue (See Figure 1 Attachment). The main concern was the visibility of vehicles exiting the hospital driveways due to the parked cars along the north side of C Avenue East.

This section of C Avenue East is 31 feet in width, which allows for parking on one side of the street, but not on both sides. In addition, current City Code restricts parking only 10 feet either side of driveway or intersection approaches, which is not adequate for the visibility of exiting hospital vehicles. In order to alleviate visibility concerns for the exiting hospital traffic along the north side of C Avenue East, staff recommends to restrict parking on the north side only (Option 1). This option will keep one side of the street available for on-street parking to accommodate the residents living on the south side of C Avenue East. Staff also recommends that parking should be restricted 50 feet on either side of the intersection of North 11th Street for the visibility of waiting vehicles at the two-way stop.

There were 7 crashes in the last 5 years on C Avenue East between 11th Street and Park Avenue, with 6 of those crashes at the intersection of C Avenue East & 11th Street and one crash at the midblock section of this road segment. Although not a part of the traffic engineering analysis for parking studies, the survey responses from property owners are attached separately.

The Planning and Zoning Commission, at their meeting on May 9, 2016, voted 6 (yes) to 1 (no) in favor of a different option, Option 2, to restrict parking 50 feet on both sides of the eastern most driveway approaches to the hospital and to leave the parking restriction along the south side of C Avenue East. They also recommended parking restriction 50 feet east and west of North 11th Street on the north side of C Avenue East for two-way stop visibility. The attached Figures 1-3 depict the details of the current parking restrictions and each

recommended option. At the June 20, 2016 city council meeting the City Council approved the first reading of the ordinance pertaining to Option 2.

Recommended Action:

This is the second reading of an ordinance authorizing changes to the parking restrictions, referred in Option 2, along C Avenue East from North 11th Street to South Park Avenue.

Budget Consideration:

Minimal charges associated with changes to the Oskaloosa Municipal Code.

Attachments:

Options 1-2 Ordinances, Figures 1-3, Crash Data, Survey Responses, Vickie Wolfe Letter, and Mike Burke Letter.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING "NO PARKING ZONES" ALONG THE NORTH SIDE OF C AVENUE EAST FROM 50 FEET WEST OF NORTH 11TH STREET TO 325 FEET WEST OF SOUTH PARK AVENUE; AND ALONG THE SOUTH SIDE OF C AVENUE EAST FROM NORTH 11TH STREET TO 50 FEET EAST OF NORTH 11TH STREET, PROHIBITING THE PARKING OF MOTOR VEHICLES OR OTHER TYPES OF VEHICLES WITHIN SAID NO PARKING ZONES, AMENDING THE OSKALOOSA MUNICIPAL CODE TO REFLECT THE CHANGES, AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF

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

SECTION 1: The purpose of this ordinance is to establish "No Parking Zones" along the north side of C Avenue East from 50 feet west of North 11th Street to 325 feet west of South Park Avenue and along C Avenue East from North 11th Street to 50 feet east of North 11th Street.

SECTION 2: No motor vehicle or other means of transportation shall be placed, stopped, or parked in said "No Parking Zones".

SECTION 3: Regulatory and warning signs to advise as to the above referenced "No Parking Zones" shall be erected and maintained.

SECTION 4: Any person, operator, or owner of said vehicle who causes the same to be placed, parked, or stopped in said "No Parking Zones" or allows the same to occur, shall be guilty of a misdemeanor and shall be punishable by a fine.

SECTION 5: The Oskaloosa Municipal Code Section 10.48.240 is amended as follows:

69. C Avenue ~~East~~ on the ~~south~~ north side from fifty feet west of Eleventh Street to ~~four hundred~~ three hundred twenty-five feet west of South Park Avenue;
159. C Avenue East on the south side from Eleventh Street to fifty feet east of Eleventh Street.

SECTION 6: WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication by law.

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

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

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

Signed _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING "NO PARKING ZONES" ALONG THE NORTH SIDE OF C AVENUE EAST FROM 540 FEET WEST OF SOUTH PARK AVENUE TO 340 FEET WEST OF SOUTH PARK AVENUE; AND 50 FEET EAST AND WEST OF NORTH 11TH STREET ON THE NORTH SIDE OF C AVENUE EAST, PROHIBITING THE PARKING OF MOTOR VEHICLES OR OTHER TYPES OF VEHICLES WITHIN SAID NO PARKING ZONES, AMENDING THE OSKALOOSA MUNICIPAL CODE TO REFLECT THE CHANGES, AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF

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

SECTION 1: The purpose of this ordinance is to establish "No Parking Zones" along the north side of C Avenue East from 540 feet west of North 11th Street to 340 feet west of South Park Avenue and along C Avenue East from North 11th Street to 50 feet east of North 11th Street.

SECTION 2: No motor vehicle or other means of transportation shall be placed, stopped, or parked in said "No Parking Zones".

SECTION 3: Regulatory and warning signs to advise as to the above referenced "No Parking Zones" shall be erected and maintained.

SECTION 4: Any person, operator, or owner of said vehicle who causes the same to be placed, parked, or stopped in said "No Parking Zones" or allows the same to occur, shall be guilty of a misdemeanor and shall be punishable by a fine.

SECTION 5: The Oskaloosa Municipal Code Section 10.48.240 is amended as follows:

159. C Avenue East on the north side from five hundred forty feet west of South Park Avenue to three hundred forty feet west of South Park Avenue;

160. Fifty feet east and west of North Eleventh Street on the north side of C Avenue East.

SECTION 6: WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication by law.

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

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

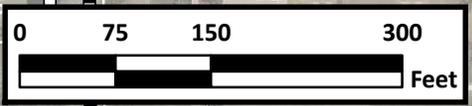
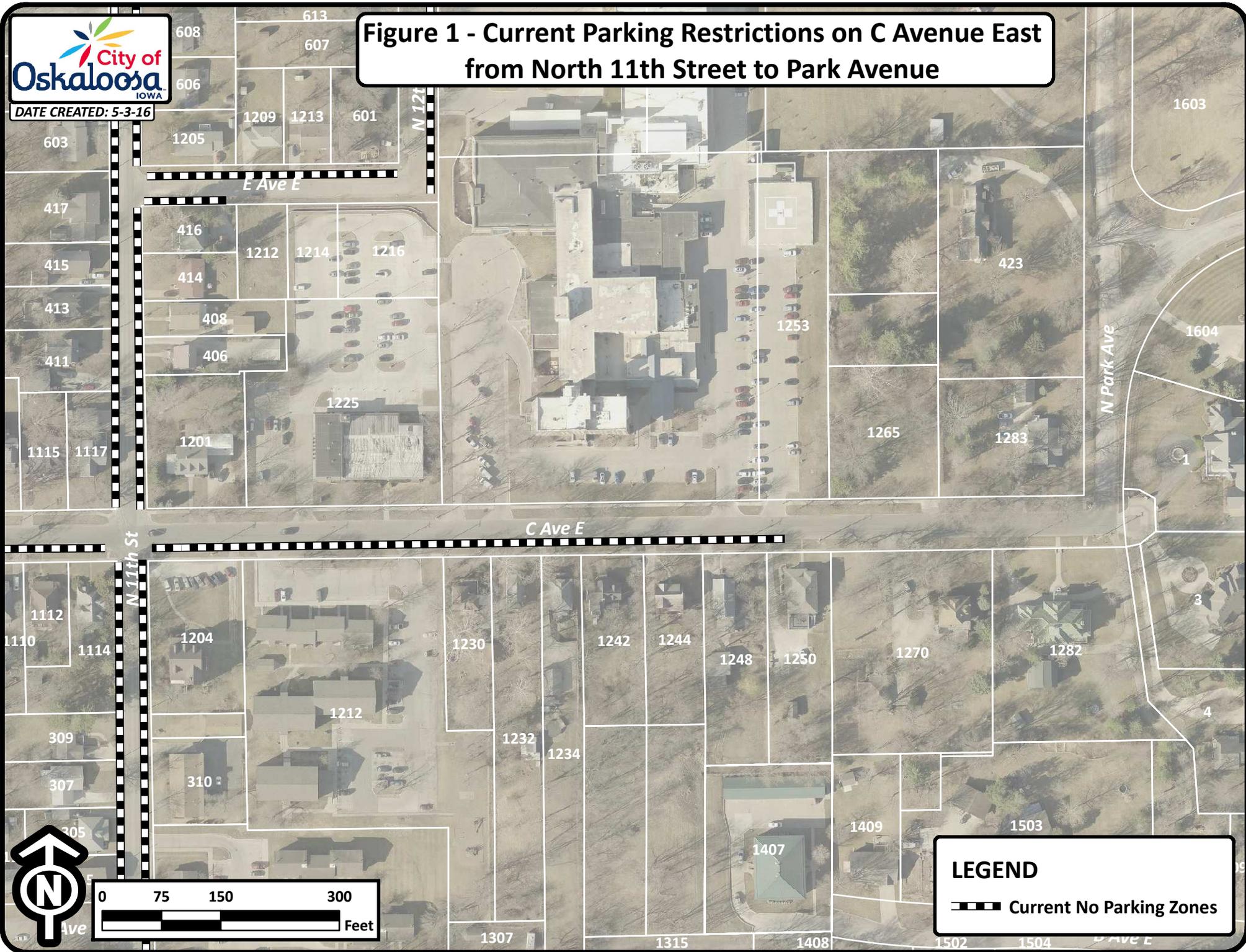
I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2016.

Signed _____



DATE CREATED: 5-3-16

Figure 1 - Current Parking Restrictions on C Avenue East from North 11th Street to Park Avenue



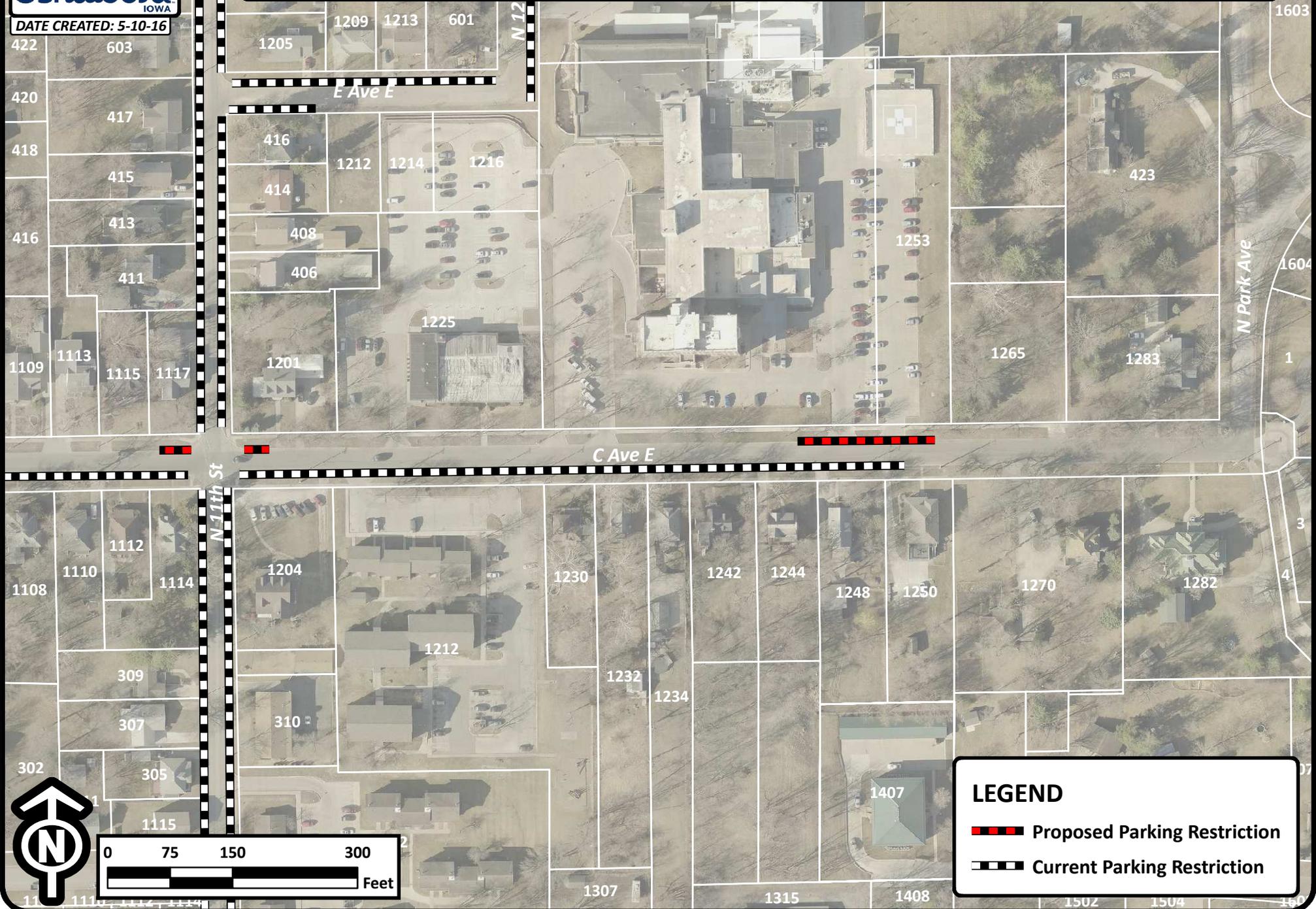
LEGEND

 Current No Parking Zones



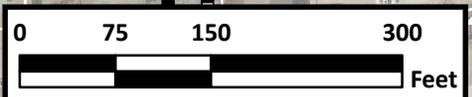
DATE CREATED: 5-10-16

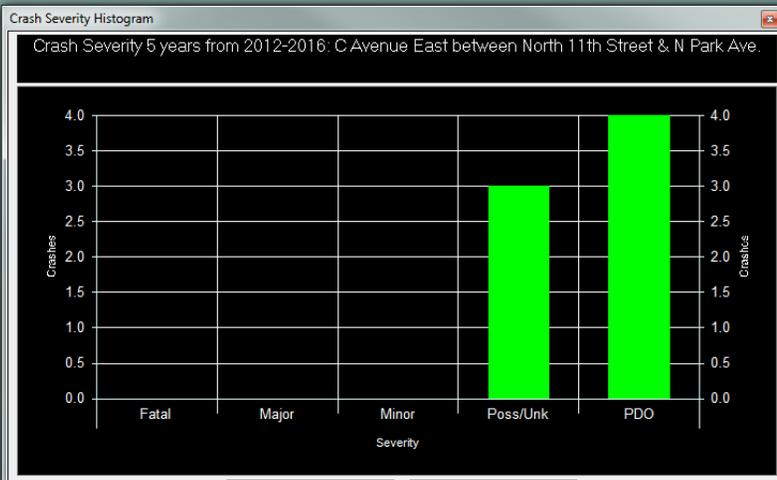
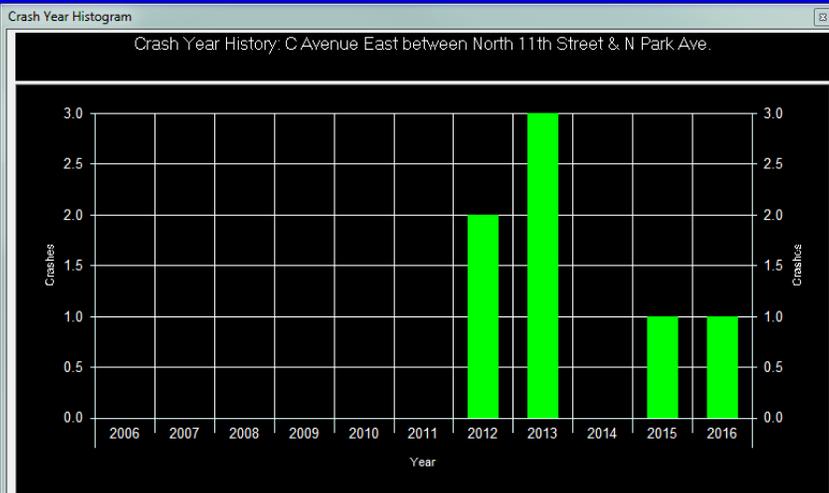
Figure 3 - Option 2: Planning & Zoning Commission Recommended Parking Restrictions along C Avenue East from North 11th Street to Park Avenue



LEGEND

- Proposed Parking Restriction
- Current Parking Restriction





C Avenue East between South 11th Street & North Park Avenue

ADDRESS	OWNER/RESIDENT	RESPONSE	Comments:
1104 C Avenue East	Dourthy Clark	no response	
1105 C Avenue East	Stacie Lynch	no response	
1108 C Avenue East	Francine White	Prohibit on the south side only	
1109 C Avenue East	Gary & Mary Dixon	no response	
1110 C Avenue East	Shad Baltimore	no response	
1112 C Avenue East	Mark Mcdougall	Leave on street parking as is	No parking on South side of street which is how it has been in the past.
1113 C Avenue East	Michael & Elizabeth Burke	no response	
1114 C Avenue East	Tim Bloodsworth	no response	
1115 C Avenue East	Mike & Molly Sterner	no response	
1117 C Avenue East	Eric Palmer	no response	
1204 C Avenue East	Fred & Bonnie Northway	Prohibit on both sides	
1212 C Avenue East	Greenway Apartments	no response	
1229 C Avenue East	Mahaska Health Partnership	Prohibit on both sides	Restrict parking on both sides for the safety of the general public and emergency personnel due to ambulance/emergency vehicle traffic
1230 C Avenue East	Trevor & Tara Hoeksema	no response	
1232 C Avenue East	Brian & Joanne Terrell	no response	
1234 C Avenue East	Mike & Joy Rustad	Prohibit on both sides	
1242 C Avenue East	Marjorie Jackson	Leave on street parking as is	
1244 C Avenue East	Mark Tennison	no response	
1248 C Avenue East	Mark/Holly/Patricia Hanselman	no response	
1250 C Avenue East	Joel Wynes	Prohibit on both sides	No Parking on both sides
1270 C Avenue East	Irina Dykstra	no response	
1282 C Avenue East	Gary & Virginia Walker	Leave on street parking as is	
1283 C Avenue East	Glen & Kelli Breuklander	Prohibit on both sides	Since I own a home based business & a B&B across the street, I'm requesting that parking be allowed directly in front of our property, which will not affect the hospital entrances at all.
1205 E Avenue East	Leroy & Diana Shadduck	Prohibit on north side only	
1209 E Avenue East	Diane Mcreynolds	no response	
1213 E Avenue East	Betty/Patrick Russell / Diane Mckeag	no response	
406 North 11th Street	Randy & Vicki Wolf	Leave on street parking as is	Parking is already extremely limited in this neighborhood, I don't believe parking needs to be restricted for 2 blocks for 3-4 cars that park on C. (see attached letter)
408 North 11th Street	Sharon Shaulis	Leave on street parking as is	
414 North 11th Street	Darwin Sheely	Remove all parking restrictions	
601 North 12th Street	Joshua & katherin Delong	no response	
607 North 12th Street	Joann Wymore	no response	
613 North 12th Street	Debra Crookham	no response	

617 North 12th Street	Ricky & Donna Stek	no response	
625 North 12th Street	Lela White	no response	
1 Park Place	Kimberly Blackwell Living Trust	no response	
3 Park Place	John & Pamela Pothoven	Prohibit on north side only	Parking on only 1 side
4 Park Place	Lyle & Becky Siefering	Prohibit on both sides	Even though it takes parking from the hospital, I think it is
	Jason VanZetten	Leave on street parking as is	
423 North Park Avenue	Marion VanZetten Trust	Leave on street parking as is	
1604 South Park	Robert & teresa Nielsen	no response	

Response Categories:

Property owners that responded		
#	%	
2	12.5%	Prohibit parking on the north side only
6	37.5%	Prohibit parking on both sides
1	6.3%	Remove all parking restrictions
7	43.8%	Leave on street parking as is (Prohibit parking on the south side only)
16	100.0%	Total

May 1, 2016

Dear Akhilesh Pal,

I have several thoughts and concerns about the proposed parking restriction on the north side of C Ave. East between North 11th and Park.

1. The Hospital, ambulance drivers and neighbors did not request these restrictions. We are the ones most affected by these possible restrictions.
2. Parking is already extremely restricted in our neighborhood. (No parking on North 11th, North 12th, most of E Ave. and the south side of C Ave.)
3. I am told there is a concern about ambulances leaving the hospital. Ambulances have been coming and going for years with no problems.
4. An ambulance sits higher than a car making it possible for the ambulance drivers to have a clear view as they exit the hospital.
5. There is already no parking for several feet west of the driveways the ambulance uses. (Without measuring, I would guess at least 10 ft.) This also makes it safer for ambulances.
6. I have been intentionally driving this two block area several times a day for weeks. Monday thru Friday from about 8 A.M.-6P.M. there are anywhere from 3-7 vehicles parked on the street. Evenings and weekends there are usually no vehicles parked on the street. There are 1-3 vehicles parked to the west of the entrances and then 3-5 parked to the east of the entrances but to the west of the driveway at the hospital empty lot. The most vehicles I have observed at any one time are seven. I do not see where this is a big "parking issue" or problem for our ambulances.
7. The McNeil mansion is a tourist destination. Several weeks ago approximately 150 Iowa Questers were in Oskaloosa and many of them toured the mansion. We want people to tour the mansion and enjoy the bed and breakfast. Where would these people be expected to park?
8. Kelli Breuklander also has a business in her home. She has clients that park on the street.
9. On occasion, neighbors will use C Ave. as extra parking when they have guests. They will have difficulty finding extra parking without going blocks away or using hospital parking.

In closing, I hope you will not further restrict parking in our neighborhood. The cars that are usually parked on the street appear to be hospital employees. A couple of the vehicles are there on a regular basis. My guess is that the ones parked to the west of the entrance do not want to walk from the parking lots. I have made it a special point to observe that there IS parking available, they choose not to use the lot. The cars parked to the east of the entrances appear to be hospital employees using that area for smoking. They are out of the view of the hospital and since the neighbors have complained about them sitting on the sidewalks or smoking on their properties, they are sitting in their cars. (Personally, I would rather have them in their cars than on the sidewalks)

It is important for ambulance drivers to safely enter and exit the hospital. With the parking already blocked a safe distance from the driveways and ambulances sitting higher than cars, I feel adequate measures have been taken to ensure the safety of all. I do not believe it is necessary to restrict parking 24/7 when we are only talking about 3-7 vehicles parked in this area during regular business hours.

Sincerely,



Vickie Wolfe
406 North 11th Street

RECEIVED
5/2/2016

Dear Mr. Pal,

Mike Burke
1113 C Ave East
Oskaloosa, Iowa

I have lived on C Ave East all my life. I grew up at 809 C Ave East and now live at 1113 C Ave East. C Ave East is a busy street and the traffic seems to travel over the speed limit quite often. C Ave East has a lot of traffic and especially in the two blocks in front of the MHP. You have all of the traffic from the MHP employees, patients and the people that live on that side of town. Plus you have the emergency vehicles traveling in those two block. My fear would be if you have parking on both sides of the street and emergency vehicles are trying to get past you will create a very dangerous situation. So in my opinion there should be No parking in front of MHP on either side of the street.

With all due respect Mr Pal ,

I am surprised that you and the city would be spending time exploring this parking situation. We have a town that is struggling in so many other areas. Business closing or leaving our community. In the last two years we have lost several business's that have been in Oskaloosa for over 30 years They leave or close and nothing replaces them. We are loosing jobs and replacing them with low rent housing. We have City streets that are falling apart and in dire need of repair. There are some streets in Oskaloosa that you are not able to drive down with out veering to the opposite side of the street. Please Mr Pal , as a tax payer, and you as a city employee we would appreciate it if you and the city would spend your time and efforts in other areas that would benefit and better our community

Sincerely,
Mike Burke



RECEIVED
5/9/2016



City Council Communication

Meeting Date: July 5, 2016

Requested By: Public Works Department

Item Title:

Consider an ordinance amending the Oskaloosa Municipal Code, Chapter 12.08, by adding Section 12.08.110 relating to requirements for temporary closure of streets for special events. – 1st Reading.

Explanation:

Presently, temporary closure of streets for special events requires city council approval. Staff is requesting an amendment to the Oskaloosa Municipal Code granting authority to the City Manager or his or her designee to close public streets for short temporary periods, not exceeding twenty-four hours, for special events, without the necessity of obtaining formal City Council approval.

Recommended Action:

Staff recommends approval of the 1st reading of this item as presented.

Budget Consideration:

Minimal charges related to amendments made to the Oskaloosa Municipal Code.

Attachments:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12, CHAPTER 12.08, OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA TO ADD A NEW SECTION 12.08.110 – “TEMPORARY CLOSURE OF STREETS FOR SPECIAL EVENTS.”

BE IT ENACTED by the City Council of the City of Oskaloosa, Iowa that Chapter 12 of the Oskaloosa City Code be, hereby amended, by adding thereto the following new code section:

12.08.110 Temporary Closure of Streets for Special Events

The Oskaloosa City Manager or his or her designee shall in his or her discretion have the authority to allow and permit the temporary closure of Streets for special civic events for a period not to exceed twenty-four hours. Any such temporary closure shall be made with such conditions as the City Manager or his or her designee deems necessary or appropriate to accommodate the rights of adjacent property owners and minimize any adverse impact from the temporary closure.

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

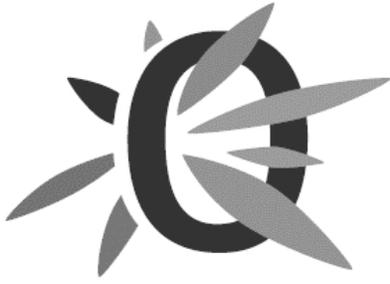
Passed by the Council the _____ day of _____ 2016, and approved this _____ day of _____ 2016.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

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

Signed



City Council Communication
Meeting Date: July 5, 2016
Requested By: Council Appointed Staff

Item Title: Report on Items from City Staff

- a) City Manager.
- b) City Clerk.
- c) City Attorney.

Explanation:

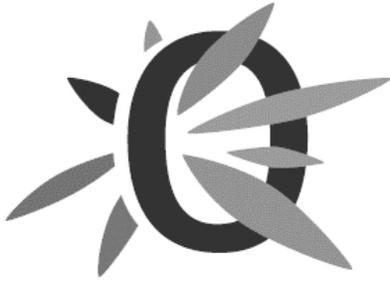
This item is reserved to receive reports from the City Manager, City Clerk, and/or the City Attorney.

Budget Consideration:

Not applicable, report(s) only.

Attachments:

None



City Council Communication
Meeting Date: July 5, 2016
Requested By: Mayor & City Council

Item Title: City Council Information

Explanation:

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

Budget Consideration:

Not applicable, report(s) only.

Attachments:

None.