



City of Oskaloosa
City Council Meeting Regular Session
Council Chambers
City Hall, 220 S. Market Street
Oskaloosa, IA 52577
Agenda
August 15, 2016

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

1. Invocation: Pastor Michael Dotson, Assembly of God Church

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:

[20160815 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:

[20160815 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:

[20160815 CONSENT AGENDA PAGE BURST BW.DOCX](#)

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

1. August 1, 2016 Regular City Council Meeting Minutes
2. August 15, 2016 Agenda

Documents:

[20160815 CONSENT AGENDA CITY CLERK MINUTES.DOCX](#)
[CITY COUNCIL MINUTES AUGUST 1, 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:

[20160815 CONSENT AGENDA BOARDS AND COMMISSIONS.DOCX](#)
[BOA MIN 7-26-2016.DOCX](#)
[20160802 PZ MINUTES.DOCX](#)
[JUL25 LIB 2016 MINUTES.DOC](#)

C. Consider approval of a renewal application for a Class C Beer Permit with Sunday Sales from Danlee Corp dba Jiffy, 315 A Avenue East.

Who is submitting this City Clerk/Finance Department item.

Documents:

[CITY COMM JIFFY 08152016.DOCX](#)

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

Who is submitting this City Clerk/Finance Department item.

Documents:

[CITY COMM FINANCIAL REPORTS.DOCX](#)
[OSKALOOSA IA TREASURERS REPORT JULY 2016.PDF](#)

E. Consider approval of Pay Request No. 3 in the amount of \$194,493.88 to DDVI, Inc. for work completed on the Oskaloosa Fire Department Expansion and Renovation

Project.

Who is submitting this Fire Chief Neff
item.

Documents:

[DDVI PAY APP NO. 3 EXPLANATION.DOCX](#)
[DDVI PAY APP 3.PDF](#)

F. Consider a resolution accepting a 2016 Community Development Block Grant (CDBG) award and contract for the downtown façade improvement project.

Who is submitting this City Manager's Office
item.

Documents:

[20160815_IEDA FACADE GRANT CDBG CONTRACT.DOCX](#)
[20160815_IEDA CDBG FACADE CONTRACT RESO.DOC](#)
[20160815_FACADE CDBG CONTRACT WITH IEDA.PDF](#)

G. Consider a resolution approving Community Development Block Grant (CDBG) required program, policies and plans.

Who is submitting this City Manager's Office
item.

Documents:

[20160815_IEDA CDBG REQUIRED POLICIES PROGRAM AND PLANS.DOCX](#)
[20160815_IEDA CDBG REQUIRED POLICIES PROGRAM AND PLANS FACADE RESO.DOC](#)
[CDBG POLICIES - OSKALOOSA 2016.PDF](#)

H. Consider a resolution approving the Administrative Plan of the downtown facade improvement project.

Who is submitting this City Manager's Office
item.

Documents:

[20160815_IEDA CDBG FACADE ADMINISTRATIVE PLAN.DOCX](#)
[20160815_IEDA CDBG FACADE ADMINISTRATIVE PLAN RESO.DOC](#)
[16DTR001 - ADMINISTRATIVE PLAN DRAFT.PDF](#)

I. Consider a resolution approving a professional services agreement with Curtis Architecture and Design for the Oskaloosa Facade Improvement Project.

Who is submitting this City Manager's Office
item.

Documents:

[20160815_IEDA CDBG FACADE DESIGN CURTIS ARCHITECTS.DOCX](#)
[20160815_IEDA CDBG FACADE DESIGN CURTIS ARCHITECTURE RESO.DOC](#)

J. Consider a resolution approving a contract for CDBG administration services with the Area 15 Regional Planning Commission.

Who is submitting this City Manager's Office
item.

Documents:

[20160815_IEDA CDBG FACADE GRANT ADMINISTRATION AREA 15 RPC.DOCX](#)
[20160815_IEDA CDBG GRANT ADMIN AREA 15 RESO.DOC](#)
[RPA 15 CDBG GRANT ADMINISTRATION CONTRACT.PDF](#)

K. Consider a resolution scheduling a public hearing for September 19, 2016 to consider levying a special assessment against private property for weed cutting by the city in accordance with section 8.20 of the city code of the city of Oskaloosa, Iowa, and directing notice to the owners of the property to be assessed.

Who is submitting this City Clerk/Finance Department
item.

Documents:

[CITY COMM WEED SCHEDULE PH \(1\).DOCX](#)
[RESOLUTION NO PH WEEDS JUNE 2016.DOCX](#)
[COPY OF EXHIBIT A JUNE 2016.XLSX](#)

L. Consider a resolution to approve an amendment to the Professional Services Agreement with Garden and Associates, LTD for work associated with the replacement of an emergency power system at the Northeast Wastewater Treatment Plant in an amount not to exceed \$6,500.

Who is submitting this Public Works Director
item.

Documents:

[EXPLANATION GARDEND GENERATOR CONTRACT AMENDMENT \(1\).DOCX](#)

GENERATOR RESOLUTION_1.DOCX
CONTRACT.PDF
LETTER.PDF

- M. **Consider a resolution approving and directing the city attorney to initiate condemnation proceedings for four (4) properties located within the City of Oskaloosa.**

Who is submitting this Public Works Director
item.

Documents:

CONDEMNATION EXPLANATION_1_1 (1).DOCX
CONDEMNATION RESOLUTION.DOC
CONDEMNATION PROCESS.PDF
KATHY GORDON EASEMENT.PDF
NICK WILLIAMS EASEMENT.PDF
POLKOWSKE EASEMENT.PDF
ROBBINS AND ARIZUMI EASEMENT.PDF

N. ----- **END OF CONSENT AGENDA** -----
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6. Regular Agenda

Documents:

20160815 REGULAR AGENDA BURST.DOCX

- A. **Consider a resolution levying a special assessment against private property for emergency abatement of a property located at 610 North C 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 City Clerk/Finance Department
item.

Documents:

CITY COMM EMERGENCY ABATEMENT.DOCX
RESOLUTION NO NUISANCE ABATEMENT 04182016.DOCX
4-7-16 SMALL FILE.PDF
4-7-16 (2) SMALL FILE.PDF

- B. **Presentation of 2nd Quarter Code Enforcement Report.**

Who is submitting this Fire Chief Neff
item.

Documents:

C. Consider a resolution approving the 2016 Downtown Alley Improvement Project.

Who is submitting this Akhilesh Pal
item.

Documents:

[DOWNTOWN ALLEY PROJECT EXPLANATION \(1\).DOCX](#)
[DOWNTOWN ALLEY PROJECT RESOLUTION.DOCX](#)
[2016 ALLEY IMPROVEMENTS MAP.PDF](#)
[ATTACHMENT A - SCOPE OF WORK.PDF](#)
[ATTACHMENT B - BID SHEET.PDF](#)
[COMPETITIVE QUOTE CONTRACT.PDF](#)
[DOWNTOWN ALLEY COST ESTIMATE.PDF](#)
[QUOTE TABULATION.PDF](#)

D. Consider a resolution approving and authorizing execution of an amendment to the Development Agreement between the city and Oskaloosa Downtown Development, LLC.

Who is submitting this City Manager's Office
item.

Documents:

[20160815_ODD FIRST AMENDMENT TO DEVELOPMENT AGREEMENT SWIMS_1.DOCX](#)
[20160815_ODD DEVELOPMENT AGREEMENT FIRST AMENDMENT SWIMS RESO.DOC](#)
[AMEND TO ODD AGREEMENT \(01251319X7F7E1\).DOCX](#)

E. Consider an ordinance to approve a parking restriction along the North 7th Street S-curve between J Avenue East and F Avenue East. – 1st Reading

Who is submitting this Public Works Director
item.

Documents:

[N 7TH ST PARKING ZONE EXPLANATION.DOCX](#)
[N 7TH ST PARKING RESTRICTION ORDINANCE.DOC](#)
[PROPOSED PARKING RESTRICTION MAP.PDF](#)

7. Report on Items from City Staff.

- a) City Manager
 - i. Rental Inspection Study Session
- 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:

[20160815 REPORTS FROM STAFF BURST.DOCX](#)
[RENTAL HOUSING INSPECTION ONE PAGER V2.PDF](#)

8. City Council Information

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

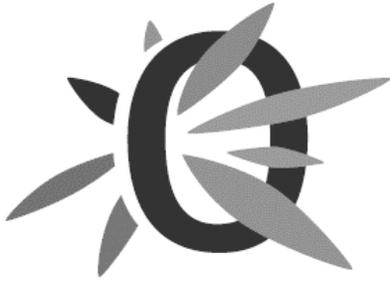
Documents:

[20160815 CITY COUNCIL INFORMATION BURST.DOCX](#)

9. Adjournment

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

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



City Council Communication
Meeting Date: August 15, 2016
Requested By: Mayor & City Council

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

1. Invocation: Pastor Michael Dotson, Assembly of God Church
2. Pledge of Allegiance
3. Roll Call: _____ Mayor David Krutzfeldt, Council Members:

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

_____ Ver Steeg, _____ Walling, _____ Yates.

Explanation:

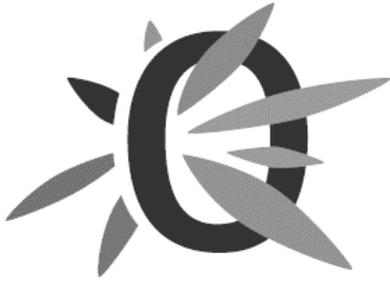
Not applicable.

Budget Consideration:

Not applicable.

Attachments:

None.



City Council Communication
Meeting Date: August 15, 2016
Requested By: Mayor & City Council

Item Title: Community Comments

Explanation:

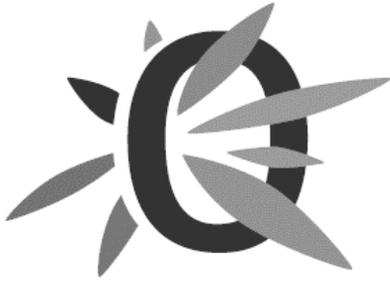
This item is reserved to receive comments from the community for concerns whether or not they are included in the current agenda. The community is encouraged to come and speak before the Mayor and City Council and asked to keep statements brief. Time shall be limited to no more than three minutes. Any 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: August 15, 2016

Item Title: CONSENT AGENDA

Explanation:

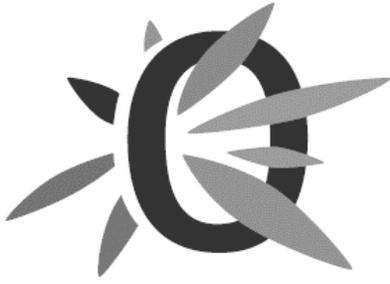
All items appearing on the Consent Agenda are considered routine by the City Council and shall be enacted by one motion. If discussion is desired, that item shall be removed, discussed separately and approved by a separate motion of the City Council.

Budget Consideration:

Not applicable.

Attachments:

None.



City Council Communication

Meeting Date: August 15, 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. August 1, 2016 City Council Regular Meeting Minutes
2. August 15, 2016 Agenda

Budget Consideration:

Not applicable.

Attachments:

August 1, 2016 City Council Regular Meeting Minutes

OSKALOOSA CITY COUNCIL
REGULAR MEETING
August 1, 2016

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

It was moved by Walling, seconded by Moore to approve the consent agenda:

1. July 18, 2016 City Council Regular Meeting Minutes
2. August 1, 2016 Agenda
3. Receive and file reports and communications from advisory and operating boards and commissions:
 - a. July 14, 2016 Housing Trust Fund Committee Minutes
 - b. June 8, 2016 Recreation Early Education Center Committee Minutes
 - c. June 23, 2016 Recreation Early Education Center Committee Minutes
 - d. July 14, 2016 Recreation Early Education Center Committee Minutes
 - e. July 25, 2016 Civil Service Commission Minutes
 - f. July 5, 2016 Airport Commission Minutes
 - g. July 14, 2016 Airport Commission Special Meeting Minutes
4. Payment of claims for July 2016.

The roll was called and the vote was:

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

Whereupon the Mayor declared said motion approved.

Walling introduced Resolution No. 16-08-114 entitled "A RESOLUTION APPROVING THE ENTRY INTO A 28E AGREEMENT BETWEEN THE CITY OF OSKALOOSA IOWA AND LAKE PRAIRIE TOWNSHIP FIRE DEPARTMENT FOR MUTUAL AID FIRE AND EMERGENCY SERVICES RESPONSE IN AND SURROUNDING MAHASKA COUNTY" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

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

Whereupon the Mayor declared said resolution duly adopted.

Walling introduced Resolution No. 16-08-115 entitled "RESOLUTION SCHEDULING A TIME FOR HEARING FOR CONSIDERING THE MATTER OF LEVYING A SPECIAL ASSESSMENT AGAINST PRIVATE PROPERTY FOR WEED CUTTING BY THE CITY IN ACCORDANCE WITH SECTION 8.20 OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA, AND DIRECTING NOTICE TO THE OWNER OF THE PROPERTY TO BE ASSESSED" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

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

Whereupon the Mayor declared said resolution duly adopted.

Walling introduced Resolution No. 16-08-116 entitled "RESOLUTION TRANSFERRING OWNERSHIP OF EQUIPMENT OWNED BY THE CITY OF OSKALOOSA TO THE OSKALOOSA WATER DEPARTMENT FOR A COST OF \$2,000" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Walling introduced "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" and moved its approval on the third reading. Moore 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 duly adopted. The ordinance was assigned No. 1385.

The Mayor announced there were vacancies on the Airport Commission, Historic Preservation Commission, Municipal Housing Agency, Housing Trust Fund Committee and Planning and Zoning Commission.

Sherry Vavra, Executive Director of the Mahaska Community Recreation Foundation, presented the MCRF quarterly report.

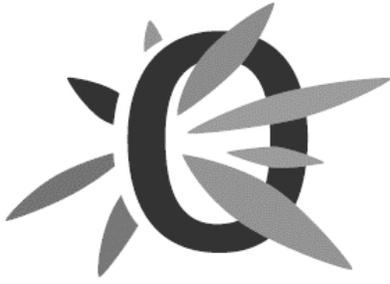
The Mayor and City Council were given the opportunity to provide updates on activities, events, or items of note to the public.

It was moved by Moore, seconded by Ver Steeg that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 6:08 p.m.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk



City Council Communication

Meeting Date: August 15, 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. July 26, 2016 Board of Adjustment Minutes
2. August 2, 2016 Planning and Zoning Commission Minutes
3. July 25, 2016 Library Board Minutes

Budget Consideration:

Not applicable.

Attachments:

July 26, 2016 Board of Adjustment Minutes
August 2, 2016 Planning and Zoning Commission Minutes
July 25, 2016 Library Board Minutes

CITY OF OSKALOOSA
MINUTES OF THE BOARD OF ADJUSTMENT MEETING
July 26, 2016

The meeting of the Board of Adjustments for the City of Oskaloosa was called to order at 5:02 pm on Tuesday, July 26, 2016 by Chairperson Perry Murry at the City Hall Council Chambers 220 S. Market St. Oskaloosa, Iowa.

BOARD MEMBERS PRESENT: Perry Murry, Wyndell Campbell, James Hansen; BOARD MEMBERS ABSENT: Tim Hudson and Lloyd Phillips; PUBLIC PRESENT: applicants; David Simms; STAFF PRESENT: Wyatt Russell and Amie Roberts.

Minutes from the April 26, 2016 Board of Adjustment meeting. Hansen moved and Campbell seconded to approved the minutes of the April 26, 2016 Board of Adjustment meeting as presented.

1st item on the agenda: Consider a variance request for the property located at 1206 south 15th Street to allow a 10'x10' accessory building with a 7 foot separation from another structure. Mr. Simms spoke in reference of the item to the board members. Campbell discussed code reference 17.24.030.6a in regards to if the shed could be placed on the side yard with a 4 foot setback from the interior side lot line. Campbell asked Russell what is more important the 10' dimensions from any other structure or the 5' dimensions from the rear yard. The board members stated that the 7' from another structure is more of an infringement on the property owner than to the adjacent properties. Murry suggested that due to aesthetics the shed should not be placed on the side yard. With no further discussion, Campbell made a motion to approve the 10'x10' accessory building with a 7 foot separation from another structure located at 1206 South 15th Street, Hansen Seconded the motion; Vote: YES: Murry, Campbell, Hansen; NO: None; ABSTAIN: None; ABSENT: Hudson and Phillips.

With no further business, Campbell made a motion and Hansen seconded to adjourn the meeting at 5:11PM.

Minutes by Amie Roberts

CITY OF OSKALOOSA
PLANNING & ZONING COMMISSION
REGULAR MEETING MINUTES
August 2, 2016

A regularly-scheduled meeting of the Planning and Zoning (P&Z) Commission for the City of Oskaloosa was called to order at 4:30 p.m. on Tuesday, August 2, 2016, by Chair Wyndell Campbell at 220 South Market Street, Oskaloosa, Iowa.

COMMISSION MEMBERS PRESENT: Pamela Blomgren, Wyndell Campbell, R. D. Keep, Sarah Tarbell, Stephen Tews and Gabriel Wagner. COMMISSION MEMBERS ABSENT: None. CITY STAFF PRESENT: Akhilesh Pal, Andrew Jensen and Marilyn Johannes.

Minutes from the July 6, 2016 Planning and Zoning Commission meeting.

It was moved by Blomgren, seconded by Campbell to approve the July 6, 2016 Planning and Zoning Commission minutes. Motion carried unanimously.

Consider changes to the Oskaloosa Municipal Code that would require sidewalk for new developments.

Campbell asked for a motion and second on the item as presented before opening the matter for discussion.

It was moved by Blomgren, seconded by Keep to approve the changes to Oskaloosa Municipal Code Section 17.08.120 as presented.

Jensen said a question staff has is what redevelopment means. Jensen asked the commission to define what redevelopment means.

Campbell said redevelopment occurs when creating a new use. Wagner said when changing the blueprint of a house. Campbell said all enlargements and/or extensions of more than 50% of total property area would qualify as redevelopment. Blomgren said she thought the sidewalk changes as presented by staff were sufficient. The commission considered giving a definition of what redevelopment means and Blomgren said if the commission did that it could affect all areas of the code where redevelopment is mentioned.

After further discussion of the matter with staff, Tews called for the question.

Campbell called for a roll call vote on the motion by Blomgren and second by Keep to approve the changes to the Oskaloosa Municipal Code that would require sidewalk for new developments as presented:

17.8.120 – Required Public Sidewalk

A. Public sidewalk shall be required for the following:

- 1. All new developments in all zoning districts. New developments include, but are not limited to, projects requiring a site plan review, changes in property use type, and all new residential structures.**
- 2. All redevelopments, enlargements, or extensions of more than twenty-five percent (25%) of either the total property area or gross building area in all zoning districts, except for single-family, two-family, and duplex use types.**

3. All redevelopments, enlargements, or extensions of more than fifty percent (50%) of either the total property area or gross building area for single-family, two- family, and duplex use types in all zoning districts.
4. These requirements may be waived by the City Council based on a recommendation after Planning and Zoning Commission review in GI (General Industrial) and LI (Limited Industrial) zoning districts.

All new or existing sidewalk required by this section must be constructed, or reconstructed, in concrete and in compliance with current ADA accessibility and City specification standards.

The vote was: YES – Blomgren, Campbell, Keep, Tarbell, Tews and Wagner. NAYS – None. Motion carried.

Pal encouraged all commission members to attend the City Council Study Session regarding this matter which is being held at 5 p.m. Monday, August 15, 2016, in the City Council Chambers.

Blomgren asked that appointment of a vice chair be placed on the next commission meeting agenda.

The meeting adjourned at 5:06 p.m.

Minutes by Marilyn Johannes

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

The meeting was called to order by Board Vice-president Kathy Rothfus. Roll call was taken by Board secretary Susan Hasso with Trustees Ken Allsup, Judy Bishop, Keith Comfort, and Sally Posovich present. Also present was Library Director Nicole Morgan.

Minutes: Motion was made by Bishop, seconded by Posovich, to approve the minutes of the June 27, 2016, Board meeting. Motion passed.

Board Correspondence, Public Input or Friends Report: None

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

Programs and Events:

Nicole said that circulation is up, especially in the Children's Department. There are currently 690 enrolled in the Summer Reading program.

There has been a 40% increase in attendance for Story times from January through May. When asked why the increase, she said that she wasn't cancelling programs. The 3rd Annual Mini-Con had 50 participants. The Magic Show has 101 attendees, and the Movie had 153 attendees.

Committee Reports:

Staff Committee – Jane Ireland, chair: The Staff Committee has not met. Nicole said that she is interviewing for the Children's Librarian position.

Budget & Finance Committee – Michael Collins, chair: None

Policy & Planning Committee – Judy Bishop, chair: Bishop said that the committee has not met, but they will be.

Technology Committee – Ken Allsup, chair: None

Building & Grounds – Chris Harbour, chair: The Building and Grounds did meet. There were only 2 ½ AHU's working, but now there are three. After the power outage last week, the elevator is no longer recognizing the lobby. It is numbering the floors 1-4. There are still humidifier issues from December that Trane needs to look at.

Unfinished Business: None

New Business:

Approval of Teen Lock-in: Nicole asked for approval of a Teen Lock-in. She said that they have checked with the insurance company. There are forms for the teens to sign and liability forms for the parents to sign. They are limiting the lock-in to 20 teens, and there will activities to keep them occupied. Two library staff members will be in charge of the lock-in, which will run from 8:00 p.m. to 8:00 a.m. The hours will be part of their regular working hours. Allsup suggested that the City Attorney look at the teen and parent forms, and he expressed concern about having only two adults. Motion was made by Allsup, seconded by Bishop, to approve the Teen Lock-in if in addition to the two library staff members, there would be a minimum of 1 additional adult volunteer, preferably 2 adult volunteers, and that the City Attorney, David Dixon, would approve the teen and parent forms. Motion passed.

Approval of Winger Bill: Nicole asked for approval to pay the Winger bill of \$3803.97. In April there was a coolant leak in AHU #3. Winger found the leak, repaired it, and filled the unit with coolant. They were to return on a warmer day to check the unit. They checked the unit when they were called back to check the other units that were having issues. We were then billed for the April work. Motion was made by Posovich, seconded by Comfort, to pay the Winger bill of \$3803.97 to come from the Library Maintenance Fund. Motion passed.

Approval of Reading Garden Repairs: Nicole said that there are 4 custom-cut cement blocks in the retaining wall/seating area that need to be replaced or repaired. She has contacted the original landscaper, but has not yet received a quote. She is also going to ask if there is a better way to secure the blocks. Motion was made by Allsup, seconded by Posovich, that due to public safety concerns the Board would approve the replacement of the 4 custom-cut cement blocks in the library's Reading Garden and securing them with the cost not exceed \$1000.00 to be taken from the Library Maintenance Fund. Motion passed.

Approval of Toilet Repairs: Nicole asked the Board to approve the repair of the 2 toilets on the 3rd floor that have not been working for about 1 ½ years. Because the City Council was to use the library's 3rd floor meeting room and bathrooms, Nicole contacted a plumber to make the repairs, but she did not yet have a bill from the plumber. Motion was made by Allsup, seconded by Bishop, to table approval of the toilet repairs until next month's meeting when they will have a bill. Motion passed. The Board encouraged Nicole to meet with the Building and Grounds Committee for this type of repairs.

Election of New Officers: Nominations for Board secretary were opened. Motion was made by Bishop, seconded by Posovich, to elect Susan Hasso, Library Administrative Assistant, as Board secretary for FY 16-17. Motion passed. Nominations for Board vice-president were opened. Rothfus said that she would be willing to serve another term. Motion was made by Posovich, seconded by Allsup, to elect Kathy Rothfus for a second term as Board vice-president for FY 16-17. Motion passed. Nominations for Board president were opened. Rothfus said that Collins would be willing to serve another term. Motion was made by Bishop, seconded by Posovich, to elect Michael Collins as Board president for FY 16-17. Motion passed with 3 ayes and 1 nay.

Approval of Claims: Motion was made by Bishop, seconded by Posovich, to approve payment of the July claims. During discussion, Allsup voiced his concerns about increases in spending, and his disapproval of the 6% wage increase for the director's position. Motion passed.

President's Remarks: Rothfus talked to the Board about the importance of their role as Library Board Trustees.

Adjournment: Motion was made by Posovich, seconded by Allsup, to adjourn. Motion passed.

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

Respectfully submitted,

Susan Hasso
For the Board



City Council Communication

Meeting Date: August 15, 2016

Requested By: City Clerk/Finance Department

Item Title: CONSENT AGENDA

Consider approval of a renewal application for a Class C Beer Permit with Sunday Sales from Danlee Corp dba Jiffy, 315 A Ave East.

Explanation:

The application is complete and in order for approval.

Staff recommends approval.

Budget Consideration:

\$75.00 to the General Fund.

Attachments:

None



City Council Communication

Meeting Date: August 15, 2016

Requested By: City Clerk/Finance Department

Item Title: CONSENT AGENDA

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

Explanation:

The financial reports for July 2016 are included in your agenda packets. The target percentage for expenses this month is 8.33% except for the seasonal or once-a-year purchases. The figures below show the expenses by program.

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

- General Fund Insurance – Insurance invoices are paid in the first few months of the fiscal year. September 2016 tax receipts received in October and March 2017 tax receipts received in April will help to clear up this negative fund balance.
- General Fund Band – Band payroll is paid during the summer months and the September 2016 tax receipts received in October will clear up this negative fund balance.
- Airport Culvert Rehabilitation-Grant reimbursement will clear up this negative fund balance.

Budget Consideration:

None

Attachments:

July 2016 Financial Reports



City of Oskaloosa, IA Treasurer's Report

July 1-31, 2016

Fund	Beginning Cash Balance	Revenue (+)	Expenses (-)	Change in Pending Payables	Change in Investments	Ending Cash Balance
001: GENERAL FUND	2,320,343.88	50,623.54	680,742.78	64,722.68	(639,686.21)	1,754,947.32
002: GENERAL FUND INSURANCE FUND	3,366.82	719.88	113,576.30	5,087.30	(2,999.83)	(104,402.30)
003: GENERAL FUND CAPITAL EQUIPMENT	25,056.62	1.71	0.00	0.00	1.71	25,058.33
004: LIBRARY COPIER REVOLVING FUND	10,971.11	482.07	0.00	0.00	1,001.67	11,453.18
005: GENERAL FUND BAND	5,204.94	116.44	8,451.20	87.99	(5,000.00)	(3,041.83)
006: GENERAL FUND - LOST	648,208.41	115,995.81	0.00	0.00	116,113.26	764,204.22
007: GENERAL FUND - UTILITY FRANCHISE FEES	302,437.33	48.04	0.00	0.00	48.04	302,485.37
110: ROAD USE TAX FUND	687,348.08	107,367.46	260,716.25	174,876.21	20,258.46	708,875.50
112: EMPLOYEE BENEFIT FUND	115,778.79	6,007.81	0.00	0.00	6,019.04	121,786.60
119: EMERGENCY FUND	0.00	571.41	571.41	0.00	0.00	0.00
121: LOCAL OPTION SALES TAX FUND	0.00	88,894.66	88,894.66	0.00	0.00	0.00
128: ADMINISTRATION TIF	967.24	85.71	0.00	0.00	1,000.09	1,052.95
138: HOUSING DONATED FUNDS	34,740.74	0.00	0.00	0.00	0.00	34,740.74
140: HOUSING FUND	205,447.29	5,436.25	4,148.13	0.00	1,033.50	206,735.41
165: RIEFE MEMORIAL FUND	12,371.41	1.67	0.00	0.00	1.67	12,373.08
167: LIBRARY MEMORIAL FUND	584,885.83	28,843.86	4,826.99	996.39	26,801.43	609,899.09
169: MISCELLANEOUS GIFT FUND	21,052.93	251.20	232.95	5.88	1.20	21,077.06
172: WOODEN PLAYGROUND MAINT FUND	3,287.90	0.44	0.00	0.00	0.44	3,288.34
177: POLICE FORFEITURE FUND	11,387.72	1.11	796.70	0.00	7,001.11	10,592.13
178: LIBRARY MAINTENANCE FUND	1,202,569.41	3,339.65	6,744.00	6,744.00	3,339.65	1,205,909.06
180: MISCELLANEOUS GRANTS FUND	41,715.92	415.42	2,536.98	799.17	(2,993.53)	40,393.53
181: BROWNFIELD SITES ASSESSMENT GRANT FUND	0.00	9,014.54	18,332.73	9,318.19	0.00	0.00
182: FACADE GRANT	169,540.66	26.91	0.00	0.00	26.91	169,567.57
200: DEBT SERVICE FUND	142,573.88	5,218.93	0.00	0.00	5,451.05	147,792.81
301: PARK SHELTER CAPITAL IMPROVEMENT	22,079.27	228.45	52.30	0.00	1,003.45	22,255.42
302: CITY HALL IMPROVEMENTS	9,476.61	496.37	0.00	0.00	1.37	9,972.98
304: FIRE STATION ADDITION AND REMODEL PROJECT	2,748,492.54	23.00	108,252.46	8,856.12	(99,000.00)	2,649,119.20
321: NE BRIDGE REPLACEMENT PROJECT	200,008.77	31.85	0.00	0.00	31.85	200,040.62
322: BURLINGTON ROAD RECONSTRUCTION FUND	3,243.14	0.48	566.94	285.24	0.48	2,961.92
325: PAVEMENT MANAGEMENT	338,218.27	51.15	31,278.46	5,188.96	(25,948.85)	312,179.92
326: SIDEWALK IMPROVEMENTS PROJECT	33,084.06	495.27	2,712.46	2,639.84	5.27	33,506.71
344: 2016 GO REFUNDING NOTES	24,893.75	0.00	6,578.52	0.00	(6,000.00)	18,315.23

Fund	Beginning Cash Balance	Revenue (+)	Expenses (-)	Change in Pending Payables	Change in Investments	Ending Cash Balance
600: WATER O&M FUND	1,232,638.50	0.00	0.00	0.00	0.00	1,232,638.50
601: WATER CONSUMER DEPOSIT FUND	89,935.00	0.00	0.00	0.00	0.00	89,935.00
603: WATER SINKING FUND	34,943.35	0.00	0.00	0.00	0.00	34,943.35
604: WATER RESERVE FUND	51,419.03	0.00	0.00	0.00	0.00	51,419.03
610: SANITARY SEWER O&M FUND	0.00	220,761.00	174,604.61	38,138.58	0.00	84,294.97
611: SANITARY SEWER REVENUE FUND	1,938,885.37	198,527.94	257,974.00	(48.00)	31,267.04	1,879,391.31
612: SANITARY SEWER SINKING FUND	0.00	36,263.00	0.00	0.00	36,000.00	36,263.00
614: SANITARY SEWER IMPROVEMENT FUND	108,214.89	950.00	0.00	0.00	1,000.00	109,164.89
660: AIRPORT FUND	312,788.32	1,157.10	12,476.72	0.00	(9,952.80)	301,468.70
664: AIRPORT CULVERT REHABILITATION	0.00	0.00	1,100.00	0.00	0.00	(1,100.00)
740: STORM WATER UTILITY FUND	951,416.12	19,717.31	8,133.51	2,850.00	15,113.58	965,849.92
750: EDMUNDSON GOLF COURSE FUND	42,002.11	6.31	3,497.33	189.82	(2,993.69)	38,700.91
760: RACI MAIN STREET LOAN FUND	21,253.78	167.10	0.00	0.00	1,002.53	21,420.88
810: COPIER/FAX REVOLVING FUND	13,993.45	621.75	614.11	294.54	2.23	14,295.63
820: EMPLOYEE HEALTH SELF-INSURANCE	736,012.25	53,868.50	74,103.60	400.00	(18,910.06)	716,177.15
830: EMPLOYEE FLEX PLAN FUND	3,890.71	3,928.72	4,860.57	0.00	(999.44)	2,958.86



REVENUE REPORT

Account Detail

For Fiscal: 2016-2017 Period Ending: 07/31/2016

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 001 - GENERAL FUND					
41 - TAXES	-2,658,439.00	-17,151.63	-17,151.63	-2,641,287.37	0.65 %
42 - LICENSES AND PERMITS	-255,744.00	-3,997.25	-3,997.25	-251,746.75	1.56 %
43 - USE OF MONEY & PROPERTY	-3,950.00	-387.86	-387.86	-3,562.14	9.82 %
44 - INTERGOVERNMENTAL	-364,400.00	0.00	0.00	-364,400.00	0.00 %
45 - CHARGES FOR SERVICES	-132,200.00	-11,144.85	-11,144.85	-121,055.15	8.43 %
47 - MISCELLANEOUS REVENUES	-78,050.00	-11,037.21	-11,037.21	-67,012.79	14.14 %
48 - OTHER FINANCING SOURCES	-1,349,225.00	-6,904.74	-6,904.74	-1,342,320.26	0.51 %
Fund 001 Total:	-4,842,008.00	-50,623.54	-50,623.54	-4,791,384.46	1.05 %
Fund: 002 - GENERAL FUND INSURANCE FUND					
41 - TAXES	-115,538.00	-719.71	-719.71	-114,818.29	0.62 %
43 - USE OF MONEY & PROPERTY	0.00	-0.17	-0.17	0.17	
44 - INTERGOVERNMENTAL	-3,645.00	0.00	0.00	-3,645.00	0.00 %
Fund 002 Total:	-119,183.00	-719.88	-719.88	-118,463.12	0.60 %
Fund: 003 - GENERAL FUND CAPITAL EQUIPMENT					
43 - USE OF MONEY & PROPERTY	0.00	-1.71	-1.71	1.71	
Fund 003 Total:	0.00	-1.71	-1.71	1.71	
Fund: 004 - LIBRARY COPIER REVOLVING FUND					
43 - USE OF MONEY & PROPERTY	0.00	-1.67	-1.67	1.67	
47 - MISCELLANEOUS REVENUES	-6,500.00	-480.40	-480.40	-6,019.60	7.39 %
Fund 004 Total:	-6,500.00	-482.07	-482.07	-6,017.93	7.42 %
Fund: 005 - GENERAL FUND BAND					
41 - TAXES	-17,231.00	-116.44	-116.44	-17,114.56	0.68 %
44 - INTERGOVERNMENTAL	-544.00	0.00	0.00	-544.00	0.00 %
Fund 005 Total:	-17,775.00	-116.44	-116.44	-17,658.56	0.66 %
Fund: 006 - GENERAL FUND - LOST					
43 - USE OF MONEY & PROPERTY	-1,800.00	-113.26	-113.26	-1,686.74	6.29 %
47 - MISCELLANEOUS REVENUES	-900,000.00	-115,882.55	-115,882.55	-784,117.45	12.88 %
Fund 006 Total:	-901,800.00	-115,995.81	-115,995.81	-785,804.19	12.86 %
Fund: 007 - GENERAL FUND - UTILITY FRANCHISE FEES					
42 - LICENSES AND PERMITS	-410,000.00	0.00	0.00	-410,000.00	0.00 %
43 - USE OF MONEY & PROPERTY	-900.00	-48.04	-48.04	-851.96	5.34 %
Fund 007 Total:	-410,900.00	-48.04	-48.04	-410,851.96	0.01 %
Fund: 110 - ROAD USE TAX FUND					
44 - INTERGOVERNMENTAL	-1,359,950.00	-107,258.46	-107,258.46	-1,252,691.54	7.89 %
45 - CHARGES FOR SERVICES	0.00	-35.00	-35.00	35.00	
47 - MISCELLANEOUS REVENUES	0.00	-74.00	-74.00	74.00	
Fund 110 Total:	-1,359,950.00	-107,367.46	-107,367.46	-1,252,582.54	7.89 %
Fund: 112 - EMPLOYEE BENEFIT FUND					
41 - TAXES	-969,264.00	-5,988.77	-5,988.77	-963,275.23	0.62 %
43 - USE OF MONEY & PROPERTY	0.00	-19.04	-19.04	19.04	
44 - INTERGOVERNMENTAL	-30,575.00	0.00	0.00	-30,575.00	0.00 %
Fund 112 Total:	-999,839.00	-6,007.81	-6,007.81	-993,831.19	0.60 %
Fund: 119 - EMERGENCY FUND					
41 - TAXES	-88,438.00	-571.41	-571.41	-87,866.59	0.65 %
44 - INTERGOVERNMENTAL	-2,790.00	0.00	0.00	-2,790.00	0.00 %
Fund 119 Total:	-91,228.00	-571.41	-571.41	-90,656.59	0.63 %
Fund: 121 - LOCAL OPTION SALES TAX FUND					
41 - TAXES	-1,027,059.00	-88,894.66	-88,894.66	-938,164.34	8.66 %
Fund 121 Total:	-1,027,059.00	-88,894.66	-88,894.66	-938,164.34	8.66 %

REVENUE REPORT

For Fiscal: 2016-2017 Period Ending: 07/31/2016

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 122 - HOTEL/MOTEL TAX REVENUE FUND					
41 - TAXES	-125,000.00	0.00	0.00	-125,000.00	0.00 %
Fund 122 Total:	-125,000.00	0.00	0.00	-125,000.00	0.00 %
Fund: 128 - ADMINISTRATION TIF					
41 - TAXES	-5,799.00	-85.62	-85.62	-5,713.38	1.48 %
43 - USE OF MONEY & PROPERTY	0.00	-0.09	-0.09	0.09	
Fund 128 Total:	-5,799.00	-85.71	-85.71	-5,713.29	1.48 %
Fund: 135 - STREETScape PROJECT TIF					
41 - TAXES	-44,620.00	0.00	0.00	-44,620.00	0.00 %
Fund 135 Total:	-44,620.00	0.00	0.00	-44,620.00	0.00 %
Fund: 136 - DOWNTOWN BUILDING RENOVATION/REHAB TIF					
41 - TAXES	-250,000.00	0.00	0.00	-250,000.00	0.00 %
Fund 136 Total:	-250,000.00	0.00	0.00	-250,000.00	0.00 %
Fund: 140 - HOUSING FUND					
43 - USE OF MONEY & PROPERTY	-450.00	-33.50	-33.50	-416.50	7.44 %
45 - CHARGES FOR SERVICES	-1,700.00	-107.00	-107.00	-1,593.00	6.29 %
47 - MISCELLANEOUS REVENUES	-37,056.00	-5,295.75	-5,295.75	-31,760.25	14.29 %
Fund 140 Total:	-39,206.00	-5,436.25	-5,436.25	-33,769.75	13.87 %
Fund: 165 - RIEFE MEMORIAL FUND					
43 - USE OF MONEY & PROPERTY	0.00	-1.67	-1.67	1.67	
Fund 165 Total:	0.00	-1.67	-1.67	1.67	
Fund: 167 - LIBRARY MEMORIAL FUND					
43 - USE OF MONEY & PROPERTY	-10,225.00	-801.43	-801.43	-9,423.57	7.84 %
47 - MISCELLANEOUS REVENUES	-38,500.00	-27,953.29	-27,953.29	-10,546.71	72.61 %
48 - OTHER FINANCING SOURCES	0.00	-89.14	-89.14	89.14	
Fund 167 Total:	-48,725.00	-28,843.86	-28,843.86	-19,881.14	59.20 %
Fund: 169 - MISCELLANEOUS GIFT FUND					
43 - USE OF MONEY & PROPERTY	0.00	-1.20	-1.20	1.20	
47 - MISCELLANEOUS REVENUES	0.00	-250.00	-250.00	250.00	
Fund 169 Total:	0.00	-251.20	-251.20	251.20	
Fund: 172 - WOODEN PLAYGROUND MAINT FUND					
43 - USE OF MONEY & PROPERTY	0.00	-0.44	-0.44	0.44	
Fund 172 Total:	0.00	-0.44	-0.44	0.44	
Fund: 177 - POLICE FORFEITURE FUND					
43 - USE OF MONEY & PROPERTY	0.00	-1.11	-1.11	1.11	
Fund 177 Total:	0.00	-1.11	-1.11	1.11	
Fund: 178 - LIBRARY MAINTENANCE FUND					
43 - USE OF MONEY & PROPERTY	-40,000.00	-3,339.65	-3,339.65	-36,660.35	8.35 %
Fund 178 Total:	-40,000.00	-3,339.65	-3,339.65	-36,660.35	8.35 %
Fund: 179 - FIRE DEPT FEMA GRANT FUND					
44 - INTERGOVERNMENTAL	-129,105.00	0.00	0.00	-129,105.00	0.00 %
48 - OTHER FINANCING SOURCES	-6,795.00	0.00	0.00	-6,795.00	0.00 %
Fund 179 Total:	-135,900.00	0.00	0.00	-135,900.00	0.00 %
Fund: 180 - MISCELLANEOUS GRANTS FUND					
43 - USE OF MONEY & PROPERTY	0.00	-6.47	-6.47	6.47	
44 - INTERGOVERNMENTAL	0.00	-408.95	-408.95	408.95	
47 - MISCELLANEOUS REVENUES	-20,000.00	0.00	0.00	-20,000.00	0.00 %
Fund 180 Total:	-20,000.00	-415.42	-415.42	-19,584.58	2.08 %
Fund: 181 - BROWNFIELD SITES ASSESSMENT GRANT FUND					
44 - INTERGOVERNMENTAL	-140,000.00	-9,014.54	-9,014.54	-130,985.46	6.44 %
Fund 181 Total:	-140,000.00	-9,014.54	-9,014.54	-130,985.46	6.44 %
Fund: 182 - FACADE GRANT					
43 - USE OF MONEY & PROPERTY	0.00	-26.91	-26.91	26.91	
44 - INTERGOVERNMENTAL	-250,000.00	0.00	0.00	-250,000.00	0.00 %
47 - MISCELLANEOUS REVENUES	-189,953.00	0.00	0.00	-189,953.00	0.00 %

REVENUE REPORT

For Fiscal: 2016-2017 Period Ending: 07/31/2016

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 182 - FACADE GRANT					
48 - OTHER FINANCING SOURCES	-44,470.00	0.00	0.00	-44,470.00	0.00 %
Fund 182 Total:	-484,423.00	-26.91	-26.91	-484,396.09	0.01 %
Fund: 200 - DEBT SERVICE FUND					
41 - TAXES	-739,929.00	-4,767.88	-4,767.88	-735,161.12	0.64 %
43 - USE OF MONEY & PROPERTY	-800.00	-451.05	-451.05	-348.95	56.38 %
44 - INTERGOVERNMENTAL	-23,274.00	0.00	0.00	-23,274.00	0.00 %
Fund 200 Total:	-764,003.00	-5,218.93	-5,218.93	-758,784.07	0.68 %
Fund: 301 - PARK SHELTER CAPITAL IMPROVEMENT					
43 - USE OF MONEY & PROPERTY	-3,400.00	-228.45	-228.45	-3,171.55	6.72 %
Fund 301 Total:	-3,400.00	-228.45	-228.45	-3,171.55	6.72 %
Fund: 302 - CITY HALL IMPROVEMENTS					
43 - USE OF MONEY & PROPERTY	0.00	-1.37	-1.37	1.37	
48 - OTHER FINANCING SOURCES	-2,000.00	-495.00	-495.00	-1,505.00	24.75 %
Fund 302 Total:	-2,000.00	-496.37	-496.37	-1,503.63	24.82 %
Fund: 304 - FIRE STATION ADDITION AND REMODEL PROJECT					
47 - MISCELLANEOUS REVENUES	0.00	-23.00	-23.00	23.00	
Fund 304 Total:	0.00	-23.00	-23.00	23.00	
Fund: 321 - NE BRIDGE REPLACEMENT PROJECT					
43 - USE OF MONEY & PROPERTY	0.00	-31.85	-31.85	31.85	
44 - INTERGOVERNMENTAL	-320,000.00	0.00	0.00	-320,000.00	0.00 %
Fund 321 Total:	-320,000.00	-31.85	-31.85	-319,968.15	0.01 %
Fund: 322 - BURLINGTON ROAD RECONSTRUCTION FUND					
43 - USE OF MONEY & PROPERTY	0.00	-0.48	-0.48	0.48	
48 - OTHER FINANCING SOURCES	-50,000.00	0.00	0.00	-50,000.00	0.00 %
Fund 322 Total:	-50,000.00	-0.48	-0.48	-49,999.52	0.00 %
Fund: 323 - SOUTH D STREET RECONSTRUCTION FUND					
44 - INTERGOVERNMENTAL	-120,000.00	0.00	0.00	-120,000.00	0.00 %
48 - OTHER FINANCING SOURCES	-30,000.00	0.00	0.00	-30,000.00	0.00 %
Fund 323 Total:	-150,000.00	0.00	0.00	-150,000.00	0.00 %
Fund: 324 - CORRIDOR IMPROVEMENTS					
48 - OTHER FINANCING SOURCES	-80,000.00	0.00	0.00	-80,000.00	0.00 %
Fund 324 Total:	-80,000.00	0.00	0.00	-80,000.00	0.00 %
Fund: 325 - PAVEMENT MANAGEMENT					
43 - USE OF MONEY & PROPERTY	0.00	-51.15	-51.15	51.15	
48 - OTHER FINANCING SOURCES	-520,000.00	0.00	0.00	-520,000.00	0.00 %
Fund 325 Total:	-520,000.00	-51.15	-51.15	-519,948.85	0.01 %
Fund: 326 - SIDEWALK IMPROVEMENTS PROJECT					
43 - USE OF MONEY & PROPERTY	0.00	-5.27	-5.27	5.27	
44 - INTERGOVERNMENTAL	-92,800.00	0.00	0.00	-92,800.00	0.00 %
46 - SPECIAL ASSESSMENTS	0.00	-490.00	-490.00	490.00	
48 - OTHER FINANCING SOURCES	-63,200.00	0.00	0.00	-63,200.00	0.00 %
Fund 326 Total:	-156,000.00	-495.27	-495.27	-155,504.73	0.32 %
Fund: 600 - WATER O&M FUND					
43 - USE OF MONEY & PROPERTY	-25,735.00	0.00	0.00	-25,735.00	0.00 %
45 - CHARGES FOR SERVICES	-2,816,788.00	0.00	0.00	-2,816,788.00	0.00 %
47 - MISCELLANEOUS REVENUES	-394,223.00	0.00	0.00	-394,223.00	0.00 %
Fund 600 Total:	-3,236,746.00	0.00	0.00	-3,236,746.00	0.00 %
Fund: 603 - WATER SINKING FUND					
48 - OTHER FINANCING SOURCES	-419,320.00	0.00	0.00	-419,320.00	0.00 %
Fund 603 Total:	-419,320.00	0.00	0.00	-419,320.00	0.00 %
Fund: 604 - WATER RESERVE FUND					
48 - OTHER FINANCING SOURCES	-102,000.00	0.00	0.00	-102,000.00	0.00 %
Fund 604 Total:	-102,000.00	0.00	0.00	-102,000.00	0.00 %

REVENUE REPORT

For Fiscal: 2016-2017 Period Ending: 07/31/2016

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 610 - SANITARY SEWER O&M FUND					
48 - OTHER FINANCING SOURCES	-2,649,099.00	-220,761.00	-220,761.00	-2,428,338.00	8.33 %
Fund 610 Total:	-2,649,099.00	-220,761.00	-220,761.00	-2,428,338.00	8.33 %
Fund: 611 - SANITARY SEWER REVENUE FUND					
43 - USE OF MONEY & PROPERTY	-3,000.00	-267.04	-267.04	-2,732.96	8.90 %
45 - CHARGES FOR SERVICES	-2,267,300.00	-197,525.69	-197,525.69	-2,069,774.31	8.71 %
46 - SPECIAL ASSESSMENTS	0.00	-611.00	-611.00	611.00	
47 - MISCELLANEOUS REVENUES	0.00	-124.21	-124.21	124.21	
Fund 611 Total:	-2,270,300.00	-198,527.94	-198,527.94	-2,071,772.06	8.74 %
Fund: 612 - SANITARY SEWER SINKING FUND					
48 - OTHER FINANCING SOURCES	-435,178.00	-36,263.00	-36,263.00	-398,915.00	8.33 %
Fund 612 Total:	-435,178.00	-36,263.00	-36,263.00	-398,915.00	8.33 %
Fund: 614 - SANITARY SEWER IMPROVEMENT FUND					
48 - OTHER FINANCING SOURCES	-11,400.00	-950.00	-950.00	-10,450.00	8.33 %
Fund 614 Total:	-11,400.00	-950.00	-950.00	-10,450.00	8.33 %
Fund: 660 - AIRPORT FUND					
43 - USE OF MONEY & PROPERTY	-195,387.00	-47.20	-47.20	-195,339.80	0.02 %
47 - MISCELLANEOUS REVENUES	-11,000.00	-1,109.90	-1,109.90	-9,890.10	10.09 %
Fund 660 Total:	-206,387.00	-1,157.10	-1,157.10	-205,229.90	0.56 %
Fund: 664 - AIRPORT CULVERT REHABILITATION					
44 - INTERGOVERNMENTAL	-68,586.00	0.00	0.00	-68,586.00	0.00 %
48 - OTHER FINANCING SOURCES	-7,621.00	0.00	0.00	-7,621.00	0.00 %
Fund 664 Total:	-76,207.00	0.00	0.00	-76,207.00	0.00 %
Fund: 740 - STORM WATER UTILITY FUND					
43 - USE OF MONEY & PROPERTY	0.00	-113.58	-113.58	113.58	
45 - CHARGES FOR SERVICES	-230,000.00	-19,603.73	-19,603.73	-210,396.27	8.52 %
Fund 740 Total:	-230,000.00	-19,717.31	-19,717.31	-210,282.69	8.57 %
Fund: 750 - EDMUNDSON GOLF COURSE FUND					
43 - USE OF MONEY & PROPERTY	-8,500.00	-6.31	-6.31	-8,493.69	0.07 %
47 - MISCELLANEOUS REVENUES	-300.00	0.00	0.00	-300.00	0.00 %
Fund 750 Total:	-8,800.00	-6.31	-6.31	-8,793.69	0.07 %
Fund: 760 - RACI MAIN STREET LOAN FUND					
43 - USE OF MONEY & PROPERTY	-262.00	-2.53	-2.53	-259.47	0.97 %
47 - MISCELLANEOUS REVENUES	-1,713.00	-164.57	-164.57	-1,548.43	9.61 %
Fund 760 Total:	-1,975.00	-167.10	-167.10	-1,807.90	8.46 %
Fund: 810 - COPIER/FAX REVOLVING FUND					
43 - USE OF MONEY & PROPERTY	0.00	-2.23	-2.23	2.23	
47 - MISCELLANEOUS REVENUES	0.00	-619.52	-619.52	619.52	
Fund 810 Total:	0.00	-621.75	-621.75	621.75	
Fund: 820 - EMPLOYEE HEALTH SELF-INSURANCE					
43 - USE OF MONEY & PROPERTY	0.00	-89.94	-89.94	89.94	
47 - MISCELLANEOUS REVENUES	0.00	-53,778.56	-53,778.56	53,778.56	
Fund 820 Total:	0.00	-53,868.50	-53,868.50	53,868.50	
Fund: 830 - EMPLOYEE FLEX PLAN FUND					
43 - USE OF MONEY & PROPERTY	0.00	-0.56	-0.56	0.56	
45 - CHARGES FOR SERVICES	0.00	-38.00	-38.00	38.00	
47 - MISCELLANEOUS REVENUES	0.00	-3,890.16	-3,890.16	3,890.16	
Fund 830 Total:	0.00	-3,928.72	-3,928.72	3,928.72	
Report Total:	-22,802,730.00	-960,759.82	-960,759.82	-21,841,970.18	4.21 %



EXPENSE TRIAL BALANCE

Account Detail

For Fiscal: 2016-2017 Period Ending: 07/31/2016

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 001 - GENERAL FUND					
1010 - POLICE OPERATIONS	1,788,705.00	187,084.69	187,084.69	1,601,620.31	10.46 %
1050 - FIRE DEPARTMENT	788,290.00	79,849.51	79,849.51	708,440.49	10.13 %
1055 - RENTAL INSPECTIONS	25,000.00	0.00	0.00	25,000.00	0.00 %
1070 - BUILDING INSPECTIONS	122,433.00	31,752.13	31,752.13	90,680.87	25.93 %
1090 - ANIMAL CONTROL	134,500.00	0.00	0.00	134,500.00	0.00 %
2010 - ROADS, BRIDGES, SIDEWALKS	20,000.00	0.00	0.00	20,000.00	0.00 %
2030 - STREET LIGHTING	93,700.00	10,015.41	10,015.41	83,684.59	10.69 %
2080 - AIRPORT	50,000.00	5,329.30	5,329.30	44,670.70	10.66 %
4010 - LIBRARY SERVICES	596,234.00	65,720.98	65,720.98	530,513.02	11.02 %
4030 - PARKS	217,897.00	29,989.49	29,989.49	187,907.51	13.76 %
4031 - POOL	197,611.00	51,210.42	51,210.42	146,400.58	25.91 %
4050 - CEMETERY	100,000.00	50,000.00	50,000.00	50,000.00	50.00 %
5020 - ECONOMIC DEVELOPMENT	42,500.00	10,000.00	10,000.00	32,500.00	23.53 %
5030 - HOUSING & URBAN RENEWAL	95,091.00	84.00	84.00	95,007.00	0.09 %
5040 - PLANNING & ZONING	1,300.00	100.18	100.18	1,199.82	7.71 %
6010 - CITY MANAGER	318,366.00	24,055.57	24,055.57	294,310.43	7.56 %
6011 - CITY COUNCIL & MAYOR	82,405.00	10,415.57	10,415.57	71,989.43	12.64 %
6020 - CLERK, TREAS. & FINANCIAL ADMIN	303,622.00	37,187.21	37,187.21	266,434.79	12.25 %
6030 - ELECTIONS	0.00	10,277.96	10,277.96	-10,277.96	
6040 - LEGAL SERVICES & CITY ATTORNEY	79,600.00	4,062.00	4,062.00	75,538.00	5.10 %
6050 - CITY HALL & GENERAL BUILDINGS	134,519.00	17,308.90	17,308.90	117,210.10	12.87 %
9500 - ENGINEERING (ALLOCATED)	0.00	56,299.46	56,299.46	-56,299.46	
Fund 001 Total:	5,191,773.00	680,742.78	680,742.78	4,511,030.22	13.11 %
Fund: 002 - GENERAL FUND INSURANCE FUND					
6060 - TORT LIABILITY	123,674.00	113,576.30	113,576.30	10,097.70	91.84 %
Fund 002 Total:	123,674.00	113,576.30	113,576.30	10,097.70	91.84 %
Fund: 003 - GENERAL FUND CAPITAL EQUIPMENT					
6050 - CITY HALL & GENERAL BUILDINGS	12,528.00	0.00	0.00	12,528.00	0.00 %
Fund 003 Total:	12,528.00	0.00	0.00	12,528.00	0.00 %
Fund: 004 - LIBRARY COPIER REVOLVING FUND					
4010 - LIBRARY SERVICES	5,300.00	0.00	0.00	5,300.00	0.00 %
Fund 004 Total:	5,300.00	0.00	0.00	5,300.00	0.00 %
Fund: 005 - GENERAL FUND BAND					
4020 - BAND	22,518.00	8,451.20	8,451.20	14,066.80	37.53 %
Fund 005 Total:	22,518.00	8,451.20	8,451.20	14,066.80	37.53 %
Fund: 006 - GENERAL FUND - LOST					
2010 - ROADS, BRIDGES, SIDEWALKS	693,200.00	0.00	0.00	693,200.00	0.00 %
Fund 006 Total:	693,200.00	0.00	0.00	693,200.00	0.00 %
Fund: 007 - GENERAL FUND - UTILITY FRANCHISE FEES					
2010 - ROADS, BRIDGES, SIDEWALKS	129,470.00	0.00	0.00	129,470.00	0.00 %
5030 - HOUSING & URBAN RENEWAL	95,091.00	0.00	0.00	95,091.00	0.00 %
Fund 007 Total:	224,561.00	0.00	0.00	224,561.00	0.00 %
Fund: 110 - ROAD USE TAX FUND					
2010 - ROADS, BRIDGES, SIDEWALKS	1,202,676.00	252,234.56	252,234.56	950,441.44	20.97 %
2030 - STREET LIGHTING	45,150.00	0.00	0.00	45,150.00	0.00 %
2040 - TRAFFIC CONTROL & SAFETY	33,252.00	1,215.30	1,215.30	32,036.70	3.65 %
2050 - SNOW REMOVAL	80,016.00	0.00	0.00	80,016.00	0.00 %
2070 - STREET CLEANING	41,642.00	7,266.39	7,266.39	34,375.61	17.45 %
Fund 110 Total:	1,402,736.00	260,716.25	260,716.25	1,142,019.75	18.59 %

EXPENSE TRIAL BALANCE

For Fiscal: 2016-2017 Period Ending: 07/31/2016

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 112 - EMPLOYEE BENEFIT FUND					
9100 - TRANSFER OUT	1,080,704.00	0.00	0.00	1,080,704.00	0.00 %
Fund 112 Total:	1,080,704.00	0.00	0.00	1,080,704.00	0.00 %
Fund: 119 - EMERGENCY FUND					
9100 - TRANSFER OUT	91,228.00	571.41	571.41	90,656.59	0.63 %
Fund 119 Total:	91,228.00	571.41	571.41	90,656.59	0.63 %
Fund: 121 - LOCAL OPTION SALES TAX FUND					
5900 - COMMUNITY SCHOOLS	1,027,059.00	88,894.66	88,894.66	938,164.34	8.66 %
Fund 121 Total:	1,027,059.00	88,894.66	88,894.66	938,164.34	8.66 %
Fund: 122 - HOTEL/MOTEL TAX REVENUE FUND					
4040 - RECREATION	125,000.00	0.00	0.00	125,000.00	0.00 %
Fund 122 Total:	125,000.00	0.00	0.00	125,000.00	0.00 %
Fund: 128 - ADMINISTRATION TIF					
5020 - ECONOMIC DEVELOPMENT	5,993.00	0.00	0.00	5,993.00	0.00 %
Fund 128 Total:	5,993.00	0.00	0.00	5,993.00	0.00 %
Fund: 135 - STREETScape PROJECT TIF					
5020 - ECONOMIC DEVELOPMENT	44,620.00	0.00	0.00	44,620.00	0.00 %
Fund 135 Total:	44,620.00	0.00	0.00	44,620.00	0.00 %
Fund: 136 - DOWNTOWN BUILDING RENOVATION/REHAB TIF					
5020 - ECONOMIC DEVELOPMENT	250,000.00	0.00	0.00	250,000.00	0.00 %
Fund 136 Total:	250,000.00	0.00	0.00	250,000.00	0.00 %
Fund: 138 - HOUSING DONATED FUNDS					
5030 - HOUSING & URBAN RENEWAL	17,370.00	0.00	0.00	17,370.00	0.00 %
Fund 138 Total:	17,370.00	0.00	0.00	17,370.00	0.00 %
Fund: 140 - HOUSING FUND					
5030 - HOUSING & URBAN RENEWAL	131,100.00	4,148.13	4,148.13	126,951.87	3.16 %
Fund 140 Total:	131,100.00	4,148.13	4,148.13	126,951.87	3.16 %
Fund: 167 - LIBRARY MEMORIAL FUND					
4010 - LIBRARY SERVICES	79,650.00	4,826.99	4,826.99	74,823.01	6.06 %
Fund 167 Total:	79,650.00	4,826.99	4,826.99	74,823.01	6.06 %
Fund: 169 - MISCELLANEOUS GIFT FUND					
1050 - FIRE DEPARTMENT	0.00	227.07	227.07	-227.07	
4031 - POOL	0.00	5.88	5.88	-5.88	
Fund 169 Total:	0.00	232.95	232.95	-232.95	
Fund: 172 - WOODEN PLAYGROUND MAINT FUND					
4030 - PARKS	1,642.00	0.00	0.00	1,642.00	0.00 %
Fund 172 Total:	1,642.00	0.00	0.00	1,642.00	0.00 %
Fund: 177 - POLICE FORFEITURE FUND					
1010 - POLICE OPERATIONS	0.00	796.70	796.70	-796.70	
Fund 177 Total:	0.00	796.70	796.70	-796.70	
Fund: 178 - LIBRARY MAINTENANCE FUND					
4010 - LIBRARY SERVICES	42,500.00	6,744.00	6,744.00	35,756.00	15.87 %
Fund 178 Total:	42,500.00	6,744.00	6,744.00	35,756.00	15.87 %
Fund: 179 - FIRE DEPT FEMA GRANT FUND					
1050 - FIRE DEPARTMENT	135,900.00	0.00	0.00	135,900.00	0.00 %
Fund 179 Total:	135,900.00	0.00	0.00	135,900.00	0.00 %
Fund: 180 - MISCELLANEOUS GRANTS FUND					
1010 - POLICE OPERATIONS	0.00	1,455.31	1,455.31	-1,455.31	
4030 - PARKS	20,000.00	799.17	799.17	19,200.83	4.00 %
4040 - RECREATION	6,000.00	282.50	282.50	5,717.50	4.71 %
Fund 180 Total:	26,000.00	2,536.98	2,536.98	23,463.02	9.76 %
Fund: 181 - BROWNFIELD SITES ASSESSMENT GRANT FUND					
2900 - OTHER PUBLIC WORKS	140,000.00	18,332.73	18,332.73	121,667.27	13.09 %
Fund 181 Total:	140,000.00	18,332.73	18,332.73	121,667.27	13.09 %

EXPENSE TRIAL BALANCE

For Fiscal: 2016-2017 Period Ending: 07/31/2016

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 182 - FACADE GRANT					
5010 - COMMUNITY BEAUTIFICATION	505,529.00	0.00	0.00	505,529.00	0.00 %
Fund 182 Total:	505,529.00	0.00	0.00	505,529.00	0.00 %
Fund: 200 - DEBT SERVICE FUND					
7010 - DEBT SERVICE	763,203.00	0.00	0.00	763,203.00	0.00 %
Fund 200 Total:	763,203.00	0.00	0.00	763,203.00	0.00 %
Fund: 301 - PARK SHELTER CAPITAL IMPROVEMENT					
4030 - PARKS	15,840.00	52.30	52.30	15,787.70	0.33 %
Fund 301 Total:	15,840.00	52.30	52.30	15,787.70	0.33 %
Fund: 302 - CITY HALL IMPROVEMENTS					
6050 - CITY HALL & GENERAL BUILDINGS	175.00	0.00	0.00	175.00	0.00 %
Fund 302 Total:	175.00	0.00	0.00	175.00	0.00 %
Fund: 304 - FIRE STATION ADDITION AND REMODEL PROJECT					
1050 - FIRE DEPARTMENT	2,141,790.00	108,252.46	108,252.46	2,033,537.54	5.05 %
Fund 304 Total:	2,141,790.00	108,252.46	108,252.46	2,033,537.54	5.05 %
Fund: 321 - NE BRIDGE REPLACEMENT PROJECT					
2010 - ROADS, BRIDGES, SIDEWALKS	400,000.00	0.00	0.00	400,000.00	0.00 %
Fund 321 Total:	400,000.00	0.00	0.00	400,000.00	0.00 %
Fund: 322 - BURLINGTON ROAD RECONSTRUCTION FUND					
2010 - ROADS, BRIDGES, SIDEWALKS	50,000.00	566.94	566.94	49,433.06	1.13 %
Fund 322 Total:	50,000.00	566.94	566.94	49,433.06	1.13 %
Fund: 323 - SOUTH D STREET RECONSTRUCTION FUND					
2010 - ROADS, BRIDGES, SIDEWALKS	150,000.00	0.00	0.00	150,000.00	0.00 %
Fund 323 Total:	150,000.00	0.00	0.00	150,000.00	0.00 %
Fund: 324 - CORRIDOR IMPROVEMENTS					
2010 - ROADS, BRIDGES, SIDEWALKS	80,000.00	0.00	0.00	80,000.00	0.00 %
Fund 324 Total:	80,000.00	0.00	0.00	80,000.00	0.00 %
Fund: 325 - PAVEMENT MANAGEMENT					
2010 - ROADS, BRIDGES, SIDEWALKS	520,000.00	31,278.46	31,278.46	488,721.54	6.02 %
Fund 325 Total:	520,000.00	31,278.46	31,278.46	488,721.54	6.02 %
Fund: 326 - SIDEWALK IMPROVEMENTS PROJECT					
2010 - ROADS, BRIDGES, SIDEWALKS	156,000.00	2,712.46	2,712.46	153,287.54	1.74 %
Fund 326 Total:	156,000.00	2,712.46	2,712.46	153,287.54	1.74 %
Fund: 344 - 2016 GO REFUNDING NOTES					
6900 - OTHER GEN'L GOVT	0.00	6,578.52	6,578.52	-6,578.52	
Fund 344 Total:	0.00	6,578.52	6,578.52	-6,578.52	
Fund: 600 - WATER O&M FUND					
8000 - WATER PLANT OPERATIONS	588,441.00	0.00	0.00	588,441.00	0.00 %
8001 - WATER DISTRIBUTION	1,564,827.00	0.00	0.00	1,564,827.00	0.00 %
8006 - WATER OFFICE	670,115.00	0.00	0.00	670,115.00	0.00 %
8009 - WASTE WATER OPERATIONS - TREATMENT	169,325.00	0.00	0.00	169,325.00	0.00 %
8010 - WASTE WATER OPERATIONS - COLLECTION	217,398.00	0.00	0.00	217,398.00	0.00 %
Fund 600 Total:	3,210,106.00	0.00	0.00	3,210,106.00	0.00 %
Fund: 603 - WATER SINKING FUND					
8001 - WATER DISTRIBUTION	419,320.00	0.00	0.00	419,320.00	0.00 %
Fund 603 Total:	419,320.00	0.00	0.00	419,320.00	0.00 %
Fund: 604 - WATER RESERVE FUND					
8001 - WATER DISTRIBUTION	100,000.00	0.00	0.00	100,000.00	0.00 %
Fund 604 Total:	100,000.00	0.00	0.00	100,000.00	0.00 %
Fund: 610 - SANITARY SEWER O&M FUND					
8015 - SANITARY SEWER-TREATMENT	1,615,191.00	164,581.89	164,581.89	1,450,609.11	10.19 %
8016 - SANITARY SEWER-COLLECTION	1,033,908.00	10,022.72	10,022.72	1,023,885.28	0.97 %
Fund 610 Total:	2,649,099.00	174,604.61	174,604.61	2,474,494.39	6.59 %

EXPENSE TRIAL BALANCE

For Fiscal: 2016-2017 Period Ending: 07/31/2016

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 611 - SANITARY SEWER REVENUE FUND					
8015 - SANITARY SEWER-TREATMENT	3,095,677.00	257,974.00	257,974.00	2,837,703.00	8.33 %
Fund 611 Total:	3,095,677.00	257,974.00	257,974.00	2,837,703.00	8.33 %
Fund: 612 - SANITARY SEWER SINKING FUND					
8015 - SANITARY SEWER-TREATMENT	435,178.00	0.00	0.00	435,178.00	0.00 %
Fund 612 Total:	435,178.00	0.00	0.00	435,178.00	0.00 %
Fund: 660 - AIRPORT FUND					
8035 - AIRPORT	231,574.00	12,476.72	12,476.72	219,097.28	5.39 %
Fund 660 Total:	231,574.00	12,476.72	12,476.72	219,097.28	5.39 %
Fund: 664 - AIRPORT CULVERT REHABILITATION					
8035 - AIRPORT	76,207.00	1,100.00	1,100.00	75,107.00	1.44 %
Fund 664 Total:	76,207.00	1,100.00	1,100.00	75,107.00	1.44 %
Fund: 740 - STORM WATER UTILITY FUND					
8065 - STORM WATER	611,974.00	8,133.51	8,133.51	603,840.49	1.33 %
Fund 740 Total:	611,974.00	8,133.51	8,133.51	603,840.49	1.33 %
Fund: 750 - EDMUNDSON GOLF COURSE FUND					
8070 - GOLF GREENS MAINTENANCE	3,000.00	1,268.68	1,268.68	1,731.32	42.29 %
8071 - GOLF PRO SHOP	26,591.00	2,228.65	2,228.65	24,362.35	8.38 %
Fund 750 Total:	29,591.00	3,497.33	3,497.33	26,093.67	11.82 %
Fund: 760 - RACI MAIN STREET LOAN FUND					
8060 - HOUSING & URBAN RENEWAL	11,600.00	0.00	0.00	11,600.00	0.00 %
Fund 760 Total:	11,600.00	0.00	0.00	11,600.00	0.00 %
Fund: 810 - COPIER/FAX REVOLVING FUND					
9310 - COPIER REVOLVING	0.00	614.11	614.11	-614.11	
Fund 810 Total:	0.00	614.11	614.11	-614.11	
Fund: 820 - EMPLOYEE HEALTH SELF-INSURANCE					
9320 - EMPLOYEE HEALTH SELF-INSURANCE	0.00	74,103.60	74,103.60	-74,103.60	
Fund 820 Total:	0.00	74,103.60	74,103.60	-74,103.60	
Fund: 830 - EMPLOYEE FLEX PLAN FUND					
9330 - EMPLOYEE FLEX PLAN	0.00	4,860.57	4,860.57	-4,860.57	
Fund 830 Total:	0.00	4,860.57	4,860.57	-4,860.57	
Report Total:	26,527,919.00	1,877,376.67	1,877,376.67	24,650,542.33	7.08 %



City Council Communication

Meeting Date: August 15, 2016

Requested By: Fire Department

Item Title: CONSENT AGENDA

Consider approval of Pay Request No. 3 in the amount of \$194,493.88 to DDVI, Inc. for work completed on the Oskaloosa Fire Department Expansion and Renovation Project.

Explanation:

The City of Oskaloosa has received Pay Request No. 3 from DDVI, Inc. in the amount of \$194,493.88 for work completed on the Oskaloosa Fire Department Expansion and Renovation Project. This amount reflects work completed from June 27, 2016 through July 25, 2016. The items on these pay applications are related to electrical installation, site work in preparation for concrete, concrete pouring and finishing and plumbing.

<u>Summary of Contract:</u>	<u>Total Amounts:</u>	<u>Council Approval Date:</u>
	\$2,802,983.00	February 16, 2016

<u>Summary of Pay Requests:</u>	<u>Total Amounts:</u>	<u>Council Approval Date:</u>
Pay Request No. 1	\$437,067.59	June 20, 2016
Pay Request No. 2	\$ 89,270.28	July 18, 2016
Pay Request No. 3	\$194,483.88	August 15, 2016

Total Amount Paid to Date:	\$720,831.75*
Retainage:	\$37,938.51*
Total Amount Remaining from Approved Contract:	\$2,082,151.25 (including retainage) *

*Applies only if Pay Request No. 3 is approved by City Council on August 15, 2016.

Recommended Action:

Approve the pay request as presented.

Budget Consideration:

Paid from General Obligation Bond funding issued and approved by public measure for the purpose of this project.

Attachments:

Pay Application No. 3.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES

TO OWNER: City Of Oskaloosa

PROJECT: Osky Fire

APPLICATION NO: 3

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT:

Rohrbach Associates

PERIOD TO: 07/25/16

DDVI Inc
 PO Box 743
 Indianola, IA 50125

325 East Washington Street
 Iowa City, IA 52240

PROJECT NOS: 14-570

CONTRACT FOR ADEL ELEMENTARY

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,802,983.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 & 2)	\$	2,802,983.00
4. TOTAL COMPLETED & STORED TO DATE	\$	758,770.26
(Column G on G703)		
5. RETAINAGE:		
a. 5 % of Completed Work	\$	37,938.51
(Column D + E on G703)		
b. 5 % of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	37,938.51
6. TOTAL EARNED LESS RETAINAGE	\$	720,831.75
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	526,337.87
8. CURRENT PAYMENT DUE	\$	194,493.88
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	2,082,151.25
(Line 3 less Line 6)		

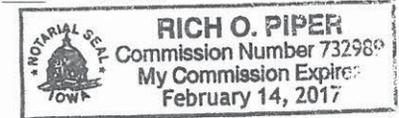
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: *Rich O. Piper*

Date: 7/26/2016

State of: Iowa County of: Warren
 Subscribed and sworn to before me this 21 day of July 2016
 Notary Public: Rich O Piper
 My Commission expires: 2/14/2017



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ **194,493.88**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: **RAPC**

By: *William D. ...* Date: 7/27/16

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.

ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

CONTINUATION SHEET

Osby Fire

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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 APPLICATION DATE:
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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+H)	% (G + C)		
	General Conditions								
1.000	General Conditions/Overhead/Profit	\$322,104.00	\$61,199.76	\$19,326.24		\$80,526.00	25.00%	\$241,578.00	\$4,026.30
1.001	Insurance/Bonds	\$50,171.00	\$50,171.00			\$50,171.00	100.00%		\$2,508.55
	Temp Fence	\$750.00	\$637.50	\$37.50		\$675.00	90.00%	\$75.00	\$33.75
	Submittals	\$8,000.00	\$7,200.00	\$400.00		\$7,600.00	95.00%	\$400.00	\$380.00
	Temp barricades	\$2,000.00					0.00%	\$2,000.00	
	Mobilization	\$4,000.00	\$4,000.00			\$4,000.00	100.00%		\$200.00
	Allowance #1	\$5,500.00	\$5,500.00				0.00%	\$5,500.00	
31.200	Dirt Work	\$275,961.00	\$242,727.00	\$19,435.95		\$262,162.95	95.00%	\$13,798.05	\$13,108.15
	Overexcavation - Labor	\$3,100.00	\$3,100.00			\$3,100.00	100.00%		\$155.00
	Material	\$29,559.00	\$29,559.00			\$29,559.00	100.00%		\$1,477.95
	equipment	\$16,812.00	\$16,812.00			\$16,812.00	100.00%		\$840.60
	Staking	\$9,000.00	\$6,300.00	\$1,800.00		\$8,100.00	90.00%	\$900.00	\$405.00
	Demo	\$12,800.00	\$6,400.00	\$0.00		\$6,400.00	50.00%	\$6,400.00	\$320.00
32.131	Concrete Sidewalks - Labor	\$13,094.00					0.00%	\$13,094.00	
	Concrete Sidewalks - Material	\$27,000.00					0.00%	\$27,000.00	
	Paving - Labor	\$21,837.00		\$3,278.55		\$3,278.55	15.00%	\$18,578.45	\$163.93
	Paving - Material	\$49,075.00		\$7,361.25		\$7,361.25	15.00%	\$41,713.75	\$368.06
	pavement Markings - Labor	\$990.00					0.00%	\$990.00	
	pavement Markings- Material	\$363.00					0.00%	\$363.00	
	SWPPP	\$3,600.00	\$900.00	\$360.00		\$1,260.00	35.00%	\$2,340.00	\$63.00
	Erosion Control	\$2,375.00	\$593.75	\$237.50		\$831.25	35.00%	\$1,543.75	\$41.56
	Metal Screens - Labor	\$3,698.00					0.00%	\$3,698.00	
	Metal Screens - Material	\$11,600.00					0.00%	\$11,600.00	
	Landscaping - Labor	\$4,238.00					0.00%	\$4,238.00	
	Landscaping - Material	\$6,898.00					0.00%	\$6,898.00	
	Sub Total	\$884,545.00	\$435,100.01	\$52,236.99		\$481,837.00	54.47%	\$402,708.00	\$24,091.85

CONTINUATION SHEET

Oskey Fire

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
3.000	Concrete							
3.200	Reinforcing Steel - Labor	\$3,375.00	\$1,687.50	\$1,687.50		\$3,375.00	100.00%	\$168.75
	Reinforcing Steel - Material	\$12,506.00	\$6,253.00	\$6,253.00		\$12,506.00	100.00%	\$625.30
3.002	Concrete Footings, Piers, Pads - Labor	\$12,771.00	\$12,132.45	\$638.55		\$12,771.00	100.00%	\$638.55
	Concrete Footings, Piers, Pads - Material	\$32,062.00	\$30,458.90	\$1,603.10		\$32,062.00	100.00%	\$1,603.10
3.005	Concrete Floors - Labor	\$9,240.00		\$2,772.00		\$2,772.00	30.00%	\$6,468.00
	Concrete Floors - Material	\$34,420.00		\$10,326.00		\$10,326.00	30.00%	\$24,094.00
	Concrete Floors - Equipment	\$5,845.00		\$1,753.50		\$1,753.50	30.00%	\$4,091.50
	Concrete Walls - Labor	\$8,535.00		\$8,535.00		\$8,535.00	100.00%	\$426.75
	Concrete Walls - Material	\$14,530.00		\$14,530.00		\$14,530.00	100.00%	\$726.50
	Structural Slab - Labor	\$3,605.00					0.00%	\$3,605.00
	Structural Slab - Material	\$3,241.00					0.00%	\$3,241.00
	Structural Slab - equipment	\$700.00					0.00%	\$700.00
							#DIV/0!	
							#DIV/0!	
4.200	Masonry							
	Brick - Labor	\$50,250.00					0.00%	\$50,250.00
	Brick - Material	\$20,000.00					0.00%	\$20,000.00
	Block - Labor	\$96,000.00					0.00%	\$96,000.00
	Block - Material	\$16,600.00					0.00%	\$16,600.00
	Spec Mix	\$10,750.00					0.00%	\$10,750.00
	Cast Stone	\$23,000.00					0.00%	\$23,000.00
	Insulation material	\$7,400.00					0.00%	\$7,400.00
							#DIV/0!	
							#DIV/0!	
5.310	Metals							
	Structural Steel - Material Only	\$121,441.00	\$19,867.00		\$53,797.00	\$73,664.00	60.66%	\$47,777.00
5.120	Steel Erection - Labor Only	\$70,000.00					0.00%	\$70,000.00
5.107	Grout Base plates& floor expansion - Labor	\$685.00					0.00%	\$685.00
	Grout Base plates& floor expansions - Material	\$2,027.00					0.00%	\$2,027.00
							#DIV/0!	
	Cold Form Metal - Labor	\$20,510.00					0.00%	\$20,510.00
	Cold Form Metal - Material	\$26,670.00					0.00%	\$26,670.00
	Sub Total	\$606,163.00	\$70,398.85	\$48,098.65	\$53,797.00	\$172,294.50	28.42%	\$433,868.50
								\$8,614.73

CONTINUATION SHEET

Oskey Fire

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Carpentry								
6.100	Wood Blocking & Furring - Labor	\$2,995.00					0.00%	\$2,995.00	
	Wood Blocking & Furring - Material	\$6,903.00					0.00%	\$6,903.00	
6.402	Casework - Labor	\$4,824.00					0.00%	\$4,824.00	
	Casework - Material	\$15,569.00					0.00%	\$15,569.00	
	Roof Plate - Labor	2,041					0.00%	\$2,041.00	
	Roof Plate - Material	2,356					0.00%	\$2,356.00	
7.000	Thermal Moisture								
	Fiber Cement Board Siding - Labor	23,960					0.00%	\$23,960.00	
	Fiber Cement Board Siding - Material	23,460					0.00%	\$23,460.00	
	Thermal Insulation - Labor	2,420					0.00%	\$2,420.00	
	Thermal Insulation - Material	3,050					0.00%	\$3,050.00	
7.500	Roof								
	Flat Roof - material	\$10,500.00					0.00%	\$10,500.00	
	Flat Roof - labor	\$23,072.00					0.00%	\$23,072.00	
	Soffitts - Material	\$8,240.00					0.00%	\$8,240.00	
	Soffitts - Labor	\$18,432.00					0.00%	\$18,432.00	
	Metal Roof - Material	\$22,580.00					0.00%	\$22,580.00	
	Metal Roof - Material	\$60,802.00					0.00%	\$60,802.00	
	Alt#1 - Material	\$3,000.00					0.00%	\$3,000.00	
	Alt#1 - Labor	\$3,397.00					0.00%	\$3,397.00	
7.920	Joint Sealants - Labor	\$9,480.00					0.00%	\$9,480.00	
	Joint Sealants - Material	\$1,785.00					0.00%	\$1,785.00	
	Waterproofing - Labor	\$3,240.00	\$3,240.00			\$3,240.00	100.00%	\$162.00	
	Waterproofing - Material	\$2,700.00	\$2,700.00			\$2,700.00	100.00%	\$135.00	
	Weather Barrier - Labor	\$11,270.00					0.00%	\$11,270.00	
	Weather Barrier - Material	\$8,000.00					0.00%	\$8,000.00	
8.000	Doors & Windows								
8.112	Doors/Hardware - Labor	\$3,910.00					0.00%	\$3,910.00	
	Doors/Hardware - Material	\$31,843.00					0.00%	\$31,843.00	
	Access Door - Labor	\$50.00					0.00%	\$50.00	
	Access Door - Material	\$400.00					0.00%	\$400.00	
	OH Doors - Labor	\$4,772.00					0.00%	\$4,772.00	
	OH Doors - Material	\$24,027.00					0.00%	\$24,027.00	
	Sub Total	\$339,078.00	\$5,940.00			\$5,940.00	1.75%	\$333,138.00	\$297.00

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Osby Fire

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8.411	Aluminum Entrances/Glazing - Labor	\$14,560.00					0.00%	\$14,560.00
	Aluminum Entrances/Glazing - material	\$23,721.00					0.00%	\$23,721.00
	Translucent Wall Panels - engineering	\$2,800.00					0.00%	\$2,800.00
	Translucent Wall Panels - Labor	\$6,100.00					0.00%	\$6,100.00
	Translucent Wall Panels - Material	\$19,700.00					0.00%	\$19,700.00
9.000	Finishes							
9.290	Drywall - Labor	\$27,950.00					0.00%	\$27,950.00
	Drywall - Material	\$11,400.00					0.00%	\$11,400.00
	Non Structural Framing - Labor	\$11,510.00					0.00%	\$11,510.00
	Non Structural Framing - Material	\$14,460.00					0.00%	\$14,460.00
9.511	Acoustical - Labor	\$2,220.00					0.00%	\$2,220.00
	Acoustical - Material	\$3,110.00					0.00%	\$3,110.00
9.650	Tile Carpeting - Labor	\$2,666.00					0.00%	\$2,666.00
	Tile Carpeting - Material	\$2,764.00					0.00%	\$2,764.00
	Resilient Tile Flooring - Labor	\$9,604.00					0.00%	\$9,604.00
	Resilient Tile Flooring - Material	\$15,428.00					0.00%	\$15,428.00
	Carpet - Labor	\$1,327.00					0.00%	\$1,327.00
	Carpet - Material	\$5,732.00					0.00%	\$5,732.00
	Seal Concrete Floors - Labor	\$3,600.00					0.00%	\$3,600.00
	Seal Concrete Floors - Material	\$1,350.00					0.00%	\$1,350.00
	Epoxy Floors - Labor	\$3,910.00					0.00%	\$3,910.00
	Epoxy Floors - Material	\$2,600.00					0.00%	\$2,600.00
9.900	Painting - Labor	\$30,746.00					0.00%	\$30,746.00
	Paint - Material	\$5,430.00					0.00%	\$5,430.00
	Sub Total	\$222,688.00						\$222,688.00

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10.000	Specialties							
10.110	Visual Display Boards - Labor	\$165.00					0.00%	\$165.00
	Visual Display Boards - Material	\$1,075.00					0.00%	\$1,075.00
10.211	Toilet Compartments & Access - Labor	\$797.00					0.00%	\$797.00
	Toilet Compartments & Access - Material	\$850.00					0.00%	\$850.00
10.440	Fire Extinguishers - Labor	44					0.00%	\$44.00
	Fire Extinguishers - Material	515					0.00%	\$515.00
	Louvers - Labor	285					0.00%	\$285.00
	Louvers - Material	1,208					0.00%	\$1,208.00
10.140	Signage - Labor	4,831					0.00%	\$4,831.00
	Signage - Material						#DIV/0!	
	Flagpoles - Labor	154					0.00%	\$154.00
	Flagpoles - Material	825					0.00%	\$825.00
	Misc Specialties - Labor	1,950					0.00%	\$1,950.00
	Misc Specialties - Material	7,600					0.00%	\$7,600.00
	Storage & Design - Labor	2,500					0.00%	\$2,500.00
	Storage & Design - material	10,800					0.00%	\$10,800.00
	Install TV monitors	135					0.00%	\$135.00
	Kitchen Appliances - Labor	265					0.00%	\$265.00
	Kitchen Appliances - Material	2,500					0.00%	\$2,500.00
	Sprinkler - Labor	13,958					0.00%	\$13,958.00
	Sprinkler - material	6,212					0.00%	\$6,212.00
	Sub Total	\$56,669.00					#DIV/0!	\$56,669.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRD's VAV's Material	5,500.00					#DIV/0! 0.00%	\$5,500.00	
	GRD's VAV's Labor	1,250.00					0.00%	\$1,250.00	
	Fans, Intakes, relief Hood Material	7,250.00					0.00%	\$7,250.00	
	Fans, Intakes, relief Hood Labor	850.00					0.00%	\$850.00	
	Air Cleaning Technologies	24,570.00					0.00%	\$24,570.00	
	trane Controls - material	15,720.00	\$2,666.00			\$2,666.00	16.96%	\$13,054.00	\$133.30
	trane Controls - labor	28,960.00					0.00%	\$28,960.00	
	Insulation						#DIV/0!		
	Plumbing Insulation Material	3,100.00					0.00%	\$3,100.00	
	Plumbing Insulation Labor	3,500.00					0.00%	\$3,500.00	
	HVAC Insulation Material	3,600.00					0.00%	\$3,600.00	
	HVAC Insulation Labor	2,800.00					0.00%	\$2,800.00	
	Test and Balance	3,680.00					0.00%	\$3,680.00	
	Electrical						#DIV/0!		
	Electrical General Provisions Material	\$2,864.00	\$572.00	\$286.00		\$858.00	29.96%	\$2,006.00	\$42.90
	Electrical General Provisions Labor	\$2,500.00	\$536.00	\$250.00		\$786.00	31.44%	\$1,714.00	\$39.30
	Common Work Results for Electrical Material	\$4,100.00	\$820.00	\$410.00		\$1,230.00	30.00%	\$2,870.00	\$61.50
	Common Work Results for Electrical Labor	\$4,100.00	\$820.00	\$410.00		\$1,230.00	30.00%	\$2,870.00	\$61.50
	Low-Voltage Electrical Power Conductors & Cables Material	\$31,400.00					0.00%	\$31,400.00	
	Low-Voltage Electrical Power Conductors & Cables Labor	\$16,800.00					0.00%	\$16,800.00	
	Grounding & Bonding for Electrical Systems Material	\$750.00	\$364.00			\$364.00	48.53%	\$386.00	\$18.20
	Grounding & Bonding for Electrical Systems Labor	\$750.00	\$150.00			\$150.00	20.00%	\$600.00	\$7.50
	Hangers and Suppors for Electrical Systems Material	\$4,100.00	\$1,260.00			\$1,260.00	30.73%	\$2,840.00	\$63.00
	Hangers and Suppors for Electrical Systems Labor	\$8,100.00	\$1,610.00			\$1,610.00	19.88%	\$6,490.00	\$80.50
	Raceways & Boxes for Electrical Systems Material	\$21,400.00	\$8,280.00			\$8,280.00	38.69%	\$13,120.00	\$414.00
	Raceways & Boxes for Electrical Systems Labor	\$38,700.00	\$7,740.00	\$3,870.00		\$11,610.00	30.00%	\$27,090.00	\$580.50
	Identification for Electrical Systems Material	\$750.00	\$210.00			\$210.00	28.00%	\$540.00	\$10.50
	Identification for Electrical Systems Labor	\$750.00	\$75.00			\$75.00	10.00%	\$675.00	\$3.75
	Panelboards Material	\$11,400.00	\$1,140.00			\$1,140.00	10.00%	\$10,260.00	\$57.00
	Panelboards Labor	\$9,100.00	\$910.00			\$910.00	10.00%	\$8,190.00	\$45.50
	Wiring Devices Material	\$7,800.00					0.00%	\$7,800.00	
	Wiring Devices Labor	\$7,100.00					0.00%	\$7,100.00	
		\$0.00					#DIV/0!		
	Sub Total	\$273,244.00	\$27,153.00	\$5,226.00		\$32,379.00	11.85%	\$240,865.00	\$1,618.95
							#DIV/0!		

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C)			
	Electrical								
	Motor & Service Disconnects Material	\$4,210.00	\$420.00			\$420.00	9.98%	\$3,790.00	\$21.00
	Motor & Service Disconnects Labor	\$3,850.00	\$385.00			\$385.00	10.00%	\$3,465.00	\$19.25
	Enclosed Switches & Circuit Breakers Material	\$1,850.00	\$185.00			\$185.00	10.00%	\$1,665.00	\$9.25
	Enclosed Switches & Circuit Breakers Labor	\$1,850.00	\$185.00			\$185.00	10.00%	\$1,665.00	\$9.25
	Enclosed Controllers Material	\$3,420.00	\$342.00			\$342.00	10.00%	\$3,078.00	\$17.10
	Enclosed Controllers Labor	\$2,895.00	\$289.00			\$289.00	9.98%	\$2,606.00	\$14.45
	Variable-Frequency Motor Controllers Material	\$650.00					0.00%	\$650.00	
	Variable-Frequency Motor Controllers Labor	\$650.00					0.00%	\$650.00	
	Engine Generators Material	\$19,500.00	\$1,360.00			\$1,360.00	6.97%	\$18,140.00	\$68.00
	Engine Generators Labor	\$6,100.00	\$610.00			\$610.00	10.00%	\$5,490.00	\$30.50
	Transfer Switches Material	\$2,540.00					0.00%	\$2,540.00	
	Transfer Switches Labor	\$850.00					0.00%	\$850.00	
	Surge Protective Devices for Low Voltage Ele. Pwr Circuits Mat	\$750.00					0.00%	\$750.00	
	Surge Protective Devices for Low Voltage Ele. Pwr Circuits Lab	\$750.00					0.00%	\$750.00	
	Lighting Material	\$39,751.00			\$19,496.76	\$19,496.76	49.05%	\$20,254.24	\$974.84
	Lighting Labor	\$9,580.00					0.00%	\$9,580.00	
	Telecommunications General Provisions Material	\$50.00					0.00%	\$50.00	
	Telecommunications General Provisions Labor	\$50.00					0.00%	\$50.00	
	Telecommunications Grounding & Bonding Material	\$50.00					0.00%	\$50.00	
	Telecommunications Grounding & Bonding Labor	\$50.00					0.00%	\$50.00	
	Telecommunications Cabling & Equipment Material	\$50.00					0.00%	\$50.00	
	Telecommunications Cabling & Equipment Labor	\$50.00					0.00%	\$50.00	
	Telecommunications Testing & Documentation Material	\$50.00					0.00%	\$50.00	
	Telecommunications Testing & Documentation Labor	\$50.00					0.00%	\$50.00	
	Paging System Material	\$3,420.00					0.00%	\$3,420.00	
	Paging System Labor	\$1,800.00					0.00%	\$1,800.00	
	Electronic Safety and Security General provisions Material	\$1,200.00					0.00%	\$1,200.00	
	Electronic Safety and Security General provisions Labor	\$1,200.00					0.00%	\$1,200.00	
	Fire Alarm & Detection System (Addressable) Material	\$4,120.00					0.00%	\$4,120.00	
	Fire Alarm & Detection System (Addressable) Labor	\$1,700.00					0.00%	\$1,700.00	
	Access Control System Material	\$16,700.00					0.00%	\$16,700.00	
	Access Control System Labor	\$9,500.00					0.00%	\$9,500.00	
		\$0.00					#DIV/0! #DIV/0!		
	Sub Total	\$139,236.00	\$3,776.00		\$19,496.76	\$23,272.76	16.71%	\$115,963.24	\$1,163.64
	GRAND TOTALS	2,802,983.00	532,386.86	126,210.64	73,293.76	758,770.26	27.07%	1,803,347.74	37,938.51

Invoice



C.E.D., INC.
1901 E. UNIVERSITY AVE.
DES MOINES, IA 50316

T: 5152658121 F: 5152658126

INVOICE NO. 1884-779296	INVOICE DATE 07/19/2016
PLEASE SHOW INVOICE NO. AND REMIT TO: P.O. BOX 978 COLUMBIA, MO 65205	

SOLD TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

SHIP TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

(on site)

ACCOUNT #/NAME		JOB NAME		CUSTOMER ORDER NO.					
D9-69828 OSKALOOSA FIRE DEPARTMENT		OSKALOOSA FIRE DEPT		OSKALOOSA FD REBID					
SALESPERSON		SHIPPING INFORMATION		SHIP VIA					
1014 MJM		PREPAID		FEDEX					
QTY ORDERED	PRODUCT CODE	DESCRIPTION	C O D E	QTY SHIPPED	PRICE	P E R	DISC.	EXTENSION	C / D
3	TYPE/DESIGNATION: HA			3	604.12	E		1812.36	0.0
1	PHOEN VAW17LEDWWFGC			1	18.55	E		18.55	0.0
	PHOEN SHIPPING & HANDLING								
			CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER. THIS CODE IS USED ON OUR INVOICES. B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.		MERCHANDISE		1830.91		
			MERCHANTISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.		SALES TAX		7.00000		
					SHIPPING CHARGE				
			NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE		TOTAL DUE				

Invoice



CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

C.E.D., INC.
1901 E. UNIVERSITY AVE.
DES MOINES, IA 50316

T: 51526658121 F: 51526658126

INVOICE NO. 1884-779105	INVOICE DATE 07/14/2016
PLEASE SHOW INVOICE NO. AND REMIT TO:	
P.O. BOX 978 COLUMBIA, MO 65205	

SOLD TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

SHIP TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

ACCOUNT #/NAME		JOB NAME		CUSTOMER ORDER NO.					
D9-69828 OSKALOOSA FIRE DEPARTMENT		OSKALOOSA FIRE DEPT		OSKALOOSA FD REBID					
SALESPERSON		SHIPPING INFORMATION		SHIP DATE					
1014 MJM		PREPAID		07/11/2016					
QTY ORDERED	PRODUCT CODE	DESCRIPTION	CO O D E	QTY SHIPPED	PRICE	P E R	DISC.	EXTENSION	C / D
9	VISCO LCOMN48-LED835K040LU	NV		9	109.43	E		984.87	0.0
9	VISCO KIT00043			9	18.36	E		165.24	0.0
1	VISCO SHIPPING & HANDLING			1	184.00	E		184.00	0.0
<p>TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.</p> <p>MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE IMPOSED ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.</p> <p>A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.</p> <p>THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.</p>									
			MERCHANDISE		1334.11				
			SALES TAX		7.00000				
			SHIPPING CHARGE		0.00				
			TOTAL DUE		1414.62				

CODE TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER.

B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL

C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE

Invoice

CED CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

C.E.D., INC.
1901 E. UNIVERSITY AVE.
DES MOINES, IA 50316

T: 5152658121 F: 5152658126

INVOICE NO. 1884-779107	INVOICE DATE 07/14/2016
PLEASE SHOW INVOICE NO. AND REMIT TO:	
P.O. BOX 978 COLUMBIA, MO 65205	

SOLD TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

SHIP TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

ACCOUNT #/NAME		JOB NAME		CUSTOMER ORDER NO.					
D9-69828 OSKALOOSA FIRE DEPARTMENT		OSKALOOSA FIRE DEPT		OSKALOOSA FD REBID					
SALESPERSON		SHIPPING INFORMATION		SHIP VIA					
1014 MJM		PREPAID		DAYTON FRT					
QTY ORDERED	PRODUCT CODE	DESCRIPTION	C O D E	QTY SHIPPED	PRICE	P E R	DISC.	EXTENSION	C I D
2	SHIPPER TRACKING NBR: 003885298584 TYPE/DESIGNATION: LB CPL 8VT2-LD4-9-DR-UNV-L8	40-CD1-WL-U	E	2	270.86	E		541.72	0.0
<small>TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.</small>		<small>CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER. THIS CODE IS USED ON OUR INVOICES. B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.</small>		<small>NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE</small>		<small>MERCHANDISE</small>		541.72	
				<small>SALES TAX</small>		7.00000			
				<small>SHIPPING CHARGE</small>					
				TOTAL DUE					579.64

Invoice



C.E.D., INC.
1901 E. UNIVERSITY AVE.
DES MOINES, IA 50316

T: 5152658121 F: 5152658126

INVOICE NO.	INVOICE DATE
1884-778975	07/12/2016
PLEASE SHOW INVOICE NO. AND REMIT TO:	
P.O. BOX 978 COLUMBIA, MO 65205	

SOLD TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

SHIP TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

ACCOUNT #/NAME		JOB NAME		CUSTOMER ORDER NO.					
D9-69828 OSKALOOSA FIRE DEPARTMENT		OSKALOOSA FIRE DEPT		OSKALOOSA FD REBID					
SALESPERSON		SHIPPING INFORMATION		SHIP VIA					
1014 MJM		PREPAID		UPS					
QTY ORDERED	PRODUCT CODE	DESCRIPTION	C O D E	QTY SHIPPED	PRICE	P E R	DISC.	EXTENSION	C / D
1	SHIPPER TRACKING NBR: 1ZE237W60346671773 CPCNT LOT BILLING CONSISTS OF TYPE/DESIGNATION: RM CRTLLR		E	1	2508.88	E		2508.88	0.0
6	CPCNT RC3D-PL			6	0.00	E		0.00	0.0
3	TYPE/DESIGNATION: OSF CPCNT OAWC-DT-120W-R			3	0.00	E		0.00	0.0
9	TYPE/DESIGNATION: OSD CPCNT OXC-P-2MH0-R			9	0.00	E		0.00	0.0
<small>TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.</small>			<small>CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER. THIS CODE IS USED ON OUR INVOICES. B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.</small>			MERCHANDISE 2508.88 SALES TAX 7.00000 SHIPPING CHARGE 0.000			
TOTAL DUE						2508.88			

Invoice



C.E.D., INC.
1901 E. UNIVERSITY AVE.
DES MOINES, IA 50316

T: 5152658121 F: 5152658126

INVOICE NO. 1884-778913	INVOICE DATE 07/11/2016
PLEASE SHOW INVOICE NO. AND REMIT TO:	
P.O. BOX 978 COLUMBIA, MO 65205	

SOLD TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

SHIP TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

ACCOUNT #/NAME		JOB NAME		CUSTOMER ORDER NO.					
D9-69828 OSKALOOSA FIRE DEPARTMENT		OSKALOOSA FIRE DEPT		OSKALOOSA FD REBID					
SALESPERSON		SHIPPING INFORMATION		SHIP VIA					
1014 MJM		PREPAID		DAYTON FRT					
QTY ORDERED	PRODUCT CODE	DESCRIPTION	CO D E	QTY SHIPPED	PRICE	P E R	DISC.	EXTENSION	SHIP DATE
13	SHIPPER TRACKING NBR: 0038853430 TYPE/DESIGNATION: LB CPL 8VT2-LD4-9-DR-UNV-L8 40-CD1-WL-U			13	270.85	E		3521.05	07/08/2016
<small>TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.</small> <small>MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THIRD PARTY ERROR ON OUR PART.</small> <small>A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.</small> <small>THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.</small>		<small>CODE TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER.</small> <small>THIS CODE IS USED ON OUR INVOICES.</small> <small>B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.</small> <small>C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.</small>		<small>NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE</small>		<small>NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE</small>		<small>NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE</small>	
		MERCHANDISE		3521.05					
		SALES TAX		7.00000					
		SHIPPING CHARGE		0.0000					
		TOTAL DUE		3521.05					

Invoice



C.E.D., INC.
1901 E. UNIVERSITY AVE.
DES MOINES, IA 50316

T: 5152658121 F: 5152658126

INVOICE NO. 1884-778719	INVOICE DATE 07/06/2016
PLEASE SHOW INVOICE NO. AND REMIT TO: P.O. BOX 978 COLUMBIA, MO 65205	

SOLD TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

SHIP TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

ACCOUNT #/NAME		JOB NAME		CUSTOMER ORDER NO.					
D9-69828 OSKALOOSA FIRE DEPARTMENT		OSKALOOSA FIRE DEPT		OSKALOOSA FD REBID					
SALESPERSON		SHIPPING INFORMATION		SHIP DATE					
1014 MJM		PREPAY & CHARGE		07/04/2016					
QTY ORDERED	PRODUCT CODE	DESCRIPTION	C O D E	QTY SHIPPED	PRICE	P E R	DISC.	EXTENSION	C / D
6	EMGLI ELXN400GN TYPE/DESIGNATION: X1			6	16.25	E		97.50	0.0
7	EMGLI EL2-2MRS-LA TYPE/DESIGNATION: XB			7	48.75	E		341.25	0.0
5	EMGLI EL2-2MRS-LA TYPE/DESIGNATION: XC			5	48.75	E		243.75	0.0
1	EMGLI SHIPPING & HANDLING			1	25.64	E		25.64	0.0
TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.		CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES. B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.		MERCHANDISE		708.14			
MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.		NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE		SALES TAX		7.00000		47.78	
THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.				SHIPPING CHARGE				0.00	
				TOTAL DUE				755.92	

Invoice



C.E.D., INC.
1901 E. UNIVERSITY AVE.
DES MOINES, IA 50316

T: 5152658121 F: 5152658126

INVOICE NO.	INVOICE DATE
1884-778722	07/06/2016
PLEASE SHOW INVOICE NO. AND REMIT TO:	
P.O. BOX 978 COLUMBIA, MO 65205	

SOLD TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

SHIP TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

ACCOUNT #/NAME		JOB NAME		CUSTOMER ORDER NO.			
D9-69828 OSKALOOSA FIRE DEPARTMENT		OSKALOOSA FIRE DEPT		OSKALOOSA FD REBID			
SALESPERSON		SHIPPING INFORMATION		SHIP DATE			
1014 MJM		PREPAID		07/05/2016			
QTY ORDERED	PRODUCT CODE	DESCRIPTION	QTY SHIPPED	PRICE	PER	EXTENSION	C / D
15	CPL 22FR-LD4-32-UNV-L835	-CD1-U	15	81.26	E	1218.90	0.0
15	CPL TYPE/DESIGNATION: LA VT2-CHAIN/SET-U		15	6.39	E	95.85	0.0
4	CPL TYPE/DESIGNATION: LC LD4A18D010TE		4	177.68	E	710.72	0.0
4	CPL PORTF ERW4A18835		4	0.00	E	0.00	0.0
4	CPL PORTF 4LW1H		4	0.00	E	0.00	0.0
15	CPL TYPE/DESIGNATION: LK 4SNLED-LD4-41SL-LW-	LW-UNV-L835-CD1-U	15	107.85	E	1617.75	0.0
15	CPL AYC-CHAIN/SET-U		15	0.00	E	0.00	0.0
2	CPL TYPE/DESIGNATION: LP SLD612835WH		2	40.63	E	81.26	0.0
<small>TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.</small>			<small>CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER. THIS CODE IS USED ON OUR INVOICES. B- BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. C- CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.</small>			MERCHANDISE 3724.48 SALES TAX 7.00000 SHIPPING CHARGE 0.00	
NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE						TOTAL DUE 3,985.19	

Invoice



C.E.D., INC.
1901 E. UNIVERSITY AVE.
DES MOINES, IA 50316

T: 5152658121 F: 5152658126

INVOICE NO.	INVOICE DATE
1884-778720	07/06/2016
PLEASE SHOW INVOICE NO. AND REMIT TO:	
P.O. BOX 978 COLUMBIA, MO 65205	

SOLD TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

SHIP TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

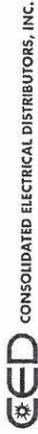
ACCOUNT #/NAME		JOB NAME		CUSTOMER ORDER NO.				
D9-69828 OSKALOOSA FIRE DEPARTMENT		OSKALOOSA FIRE DEPT		OSKALOOSA FD REBID				
SALESPERSON		SHIPPING INFORMATION		SHIP VIA				
1014 MJM		PREPAID		UPS				
QTY ORDERED	PRODUCT CODE	DESCRIPTION	QTY SHIPPED	PRICE	PER	DISC.	EXTENSION	SHIP DATE
T 1	SHIPPER TRACKING NBR: 1Z3283510372115089 CPCNT LOT BILLING CONSISTS OF		1	5327.47	E		5327.47	06/30/2016
T 7	TYPE/DESIGNATION: CONNECTOR CPCNT OCC-RJ45		7	0.00	E		0.00	0.00
T 1	TYPE/DESIGNATION: PS CPCNT DSRC-FMOIR		1	0.00	E		0.00	0.00
T 1	TYPE/DESIGNATION: COUPLER CPCNT GGRC-COUPLER		1	0.00	E		0.00	0.00
T 5	TYPE/DESIGNATION: 2-BUTTON CPCNT RC-2TLB-OS4-W		5	0.00	E		0.00	0.00
T 1	TYPE/DESIGNATION: 3-BUTTON CPCNT RC-3TLB-Z1D-W		1	0.00	E		0.00	0.00
T 2	TYPE/DESIGNATION: 5-BUTTON CPCNT RC-5TSB-OS2-W		2	0.00	E		0.00	0.00
T 9	TYPE/DESIGNATION: 10' WIRE CPCNT GGRJ45-10P-G		9	0.00	E		0.00	0.00
T 4	TYPE/DESIGNATION: 50' WIRE CPCNT GGRJ45-50P-G		4	0.00	E		0.00	0.00
T 3	TYPE/DESIGNATION: 100' WIRE CPCNT GGRJ45-100P-G		3	0.00	E		0.00	0.00
T 8	TYPE/DESIGNATION: OSA CPCNT OAC-DT-1000-R		8	0.00	E		0.00	0.00
	TYPE/DESIGNATION: OSE							

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.
 MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.
 A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.
 THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES OUR-TERMS CON, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER.
 THIS CODE IS USED ON OUR INVOICES.
 B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.
 C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE

Invoice



C.E.D., INC.
1901 E. UNIVERSITY AVE.
DES MOINES, IA 50316

T: 5152658121 F: 5152658126

INVOICE NO.	INVOICE DATE
1884-778720	07/06/2016
PLEASE SHOW INVOICE NO. AND REMIT TO:	
P.O. BOX 978 COLUMBIA, MO 65205	

SOLD TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

SHIP TO:

VAN MAANEN ELECTRIC INC
627 N 19TH AVE
NEWTON, IA 50208

ACCOUNT #/INAME		JOB NAME		CUSTOMER ORDER NO.					
D9-69828 OSKALOOSA FIRE DEPARTMENT		OSKALOOSA FIRE DEPT		OSKALOOSA FD REBID					
SALESPERSON		SHIPPING INFORMATION		SHIP VIA					
1014 M.JM		PREPAID		UPS					
QTY ORDERED	PRODUCT CODE	DESCRIPTION	C O D E	QTY SHIPPED	PRICE	P E R	DISC.	EXTENSION	C / D
2	CPCNT OAC-DT-2000-MV		E	2	0.00	E		0.00	0.0
	TYPE/DESIGNATION: OSC								
3	CPCNT OAC-DT-1000-R			3	0.00	E		0.00	0.0
	TYPE/DESIGNATION: OSC								
2	CPCNT ONW-D-1001-MV-W			2	0.00	E		0.00	0.0
	TYPE/DESIGNATION: OSB								
2	CPCNT ONW-P-1001-MV-W			2	0.00	E		0.00	0.0
	TYPE/DESIGNATION: PP								
8	CPCNT SP20-MV			8	0.00	E		0.00	0.0
	TYPE/DESIGNATION: RECEP PP								
2	CPCNT SPRC-R-20-120			2	0.00	E		0.00	0.0
	TYPE/DESIGNATION: TIMER SW								
4	CPCNT TSW-MV-W			4	0.00	E		0.00	0.0
	TYPE/DESIGNATION: REMOTE								
1	CPCNT HHPRG-RC			1	0.00	E		0.00	0.0
	TYPE/DESIGNATION: START								
1	CPCNT AGENT STARTUP & TRAINING			1	0.00	E		0.00	0.0
	TYPE/DESIGNATION: START								
<small>TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES OUR TERMS.COX, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.</small>									
								5327.47	
MERCHANDISE								7.00000	
SALES TAX								372.92	
SHIPPING CHARGE								0.00	
TOTAL DUE								5,700.39	

CODE TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER.
 B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.
 C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.
 NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE



Oskaloosa
Fire

Oskaloosa
Fire

516510632

FRAGILE

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2x2

FRAGILE

grinding

Oskaloosa
Fire


BIG ASS FAN
WWW.BIGASSFANS.COM
No Equal.


BIG ASS FAN
WWW.BIGASSFANS.COM
No Equal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2016

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

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

PRODUCER		CONTACT Employee DEFREP	
Shomo-Madsen-Woythaler Insurance		PHONE (641) 275-9041	FAX (641) 792-9100
1802 S 12th Ave. W		E-MAIL	(A/C No.)
Newton IA 50208		ADDRESS:	
INSURED		INSURER(S) AFFORDING COVERAGE	
Van Maanen Electric Inc		INSURER A: United Fire & Casualty	
Van Maanen Technology Inc.		INSURER B:	
P.O. Box 1131		INSURER C:	
Newton IA 50208-1131		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC # 13021	

COVERAGES CERTIFICATE NUMBER: CJ15101201411

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		60417450	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Liquor Liability Exclusion \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
			60417450	8/1/2015	8/1/2016	PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 Limit 1,500,000
A	Installation Floater		60417450	8/1/2015	8/1/2016	Limit 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 1261 Oskaloosa Fire Department Renovation and Expansion

For materials stored at Van Maanen warehouse totaling \$19,496.76.

CERTIFICATE HOLDER

DDVI Inc.
P.O. Box 743
Indianola, IA 50125

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cindy Britton/CB



City Council Communication

Meeting Date: August 15, 2016

Requested By: City Manager's Office

Item Title: CONSENT AGENDA

Consider a resolution accepting a 2016 Community Development Block Grant (CDBG) award and contract for the downtown façade improvement project.

Explanation:

In February the city of Oskaloosa applied for \$390,000 in funding support to improve downtown building façades. The Iowa Economic Development Authority (IEDA) notified the city in May that a conditional award of the grant would occur, pending final grant award from the United States Department of Housing and Urban Development (HUD).

Since that time, the IEDA has issued a follow up letter with a contract for the CDBG award of \$390,000. That document is attached with this item.

Staff recommends the city council approve the Resolution directing the Mayor and staff to execute the contract document with IEDA.

Budget Consideration:

This item is included in the FY2017 council approved budget. The primary source of funding for this project is the CDBG administered by the IEDA in the amount of \$390,000. In addition, the city will utilize franchise fees (reimbursed through TIF) as the city's match portion in the amount of \$250,000 and local properties owners will provide approximately \$160,000 of their own funds.

Attachments:

1. Resolution
2. IEDA Contract 16-DTR-001

RESOLUTION NO. _____

**RESOLUTION ACCEPTING A 2016 COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) AWARD FOR THE
DOWNTOWN FAÇADE IMPROVEMENT PROJECT**

WHEREAS, the City of Oskaloosa, is interested in enhancing and restoring certain area of the downtown to remove blight and improve the downtown appearance; and

WHEREAS, the city has identified more than 18 building façades within the downtown that qualify for funding under the 2016 downtown façade improvement project; and

WHEREAS, the State of Iowa shares in this interest, and to assist local governments with efforts to preserve these buildings and remove the blighted conditions has agreed to provide funding support through the Community Development Block Grant program.

NOW THEREFORE, BE IT RESOLVED by the city council of the city of Oskaloosa, Iowa, that a contract and grant award in the amount of \$390,000 be approved and accepted, and;

BE IT FURTHER RESOLVED, that the appropriate city officials be authorized to sign and execute the necessary documents and assist in the completion of the project as needed.

PASSED AND APPROVED this 15th day of August, 2016

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CONTRACT

RECIPIENT:	Oskaloosa
CONTRACT NUMBER:	16-DTR-001
EFFECTIVE DATE:	July 21, 2016
AWARD AMOUNT:	\$390,000
END DATE:	July 31, 2019

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this Contract, the following terms shall apply:

- 1.1 ACT. Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).
- 1.2 ACTIVITY. "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 1.3 ADMINISTRATIVE CODE. "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.
- 1.4 ALLOWABLE COSTS. "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.
- 1.5 APPLICATION. "Application" is the Application the Recipient submitted in IowaGrants.gov.
- 1.6 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.7 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG). "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.8 CONTRACT. "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar

documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract, including the CDBG grant Application together with any related submittal documents.

1.9 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** "Grant" means the award of CDBG funds to the Recipient for Project activities.

1.11 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.

1.12 **IOWAGRANTS.GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov.

1.13 **LOW- AND MODERATE-INCOME FAMILIES.** "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.14 **LOW- AND MODERATE-INCOME PERSONS.** "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.

1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in IowaGrants.gov and approved by the Authority.

1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 2 FUNDING

2.1 **FUNDING SOURCE.** The source of funding for the Grant is a Federal appropriation for the Community Development Block Grant (CDBG) Program.

2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

ARTICLE 3
TERMS OF GRANT

3.1 TIME OF PERFORMANCE. The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.

3.2 MAXIMUM PAYMENTS. It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 LOCAL EFFORT REQUIREMENTS. The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports." The Authority does not agree to allow a delay in the contribution of local cash. When a delay is allowed, the delay shall be until the specified date or until two-thirds of the grant amount has been drawn down, whichever come first, at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal to local funds specified in the Budget.

3.4 ADMINISTRATION. This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.

3.5 SATISFACTORY PERFORMANCE. For all projects requiring approval of final plans and specifications by the Iowa Department of Natural Resources, said approval shall be completed within eighteen (18) months of the Effective Date of this contract.

ARTICLE 4
PERFORMANCE TARGET ACHIEVEMENT

4.1 PERFORMANCE TARGETS. By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.

4.2 DETERMINATION OF CONTRACT PERFORMANCE. The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5
USE OF FUNDS

5.1 GENERAL. The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".

5.2 PROGRAM INCOME. Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.

5.3 BUDGET REVISIONS. Budget revisions that would result in increases of "Budget Activity" line item amounts in excess of ten percent (10%) or ten thousand dollars (\$10,000), whichever is less, shall be subject to prior approval of the Authority through the contract amendment process. "Budget Activity" line item decreases which would lower the Recipient's performance level required under this Contract must also be approved by the Authority through the amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. These provisions shall not be construed as allowing administrative costs to exceed the limits provided in Article 5.4. Budget

revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

5.4 GENERAL ADMINISTRATIVE COST LIMITATIONS. Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total CDBG funds as specified in the "Budget Activity". Total administrative costs (Federal plus local) on the Project shall not exceed ten percent (10%) of total Project "Budget Activity". Program income received by the Recipient during the Contract period is subject to the ten percent (10%) administrative cost limitation.

5.5 COST VARIATION.

(a) In the event that the total Project cost is less than the amount specified in the Agreement and the "Budget Activity", the CDBG participation shall be reduced at the same ratio to the total Project cost reduction as the original ratio of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately to the Authority.

(b) In the event that the total Project cost is greater than the amount specified in the "Budget Activity", the Authority shall, upon request, consider increasing the CDBG participation in the same ratio to the total increase in Project cost as the original ratio of CDBG funds to the total Project costs. The consideration of an increase of CDBG funds for a Project shall be subject to availability of funds, determination of reasonable and allowable costs, and all other applicable program rules.

(c) The Recipient may request the Authority to increase the CDBG participation to an amount that is higher than the proportional ratio. The Authority may permit such a higher increase if, in the Authority's judgment, the Recipient has demonstrated financial hardship.

ARTICLE 6
CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

6.1 CONTRACT EXECUTED. The Contract shall have been properly executed and, where required, acknowledged.

6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS. Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

6.3 PERMITS AND LICENSES. The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

6.4 EXCESSIVE FORCE POLICY. The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(l) of the Housing and Community Development Act of 1974, as amended.

6.5 RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL. The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
116 - Facade Improvements	6.6(h) - Facade Easements
116 - Facade Improvements	6.6(j) - Iowa Green Streets Criteria Construction Documents
116 - Facade Improvements	6.6(l) - Administrative Plan

(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL. Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.

(b) REVIEW OF HANDICAPPED ACCESSIBILITY. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.

(c) DEPARTMENT OF HEALTH APPROVAL. Construction shall not begin prior to receipt of written approval from the Iowa Department of Health.

(d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.

(e) BULK PURCHASE AGREEMENT. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.

(f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.

(g) STATE BUILDING CODE BUREAU APPROVAL. Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

(h) FAÇADE EASEMENTS. Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.

(i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with the original Application or "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.iowagrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual.

(j) IOWA GREEN STREETS CRITERIA CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit final design and construction documents and Iowa Green Streets Criteria Appendix C for the Authority to review for consistency with the original Application subsequently approved by the Authority when required for applicable Community Facilities and Downtown Revitalization projects as identified in their application.

(k) PERPETUAL RESTRICTIONS. Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.7 and 5.8 of this Contract.

(l) ADMINISTRATIVE PLAN, BID SOLICITATION REQUIREMENT, AND CONSTRUCTION RESTRICTIONS. The Recipient shall establish a written Administrative Plan that is consistent with the approved Application and the required elements of the Authority's sample Downtown Revitalization Administrative Plan. The release of funds shall be contingent upon the Authority's receipt and acceptance of the Administrative Plan. Within one year of contract effective date the Recipient's project shall be designed and solicitation for bids shall be completed. No other construction related work shall be

conducted on any building that is included in the Recipient's approved downtown revitalization project other than the approved CDBG construction activity until after the project has been closed out by the Authority.

6.7 **CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.7 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS	OUTSIDE AGENCY
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(a) **FUNDING.** Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid. If the other funding is not obligated to the Recipient within 6 months following the announcement of the CDBG award, the CDBG funds shall be considered available to the Authority for allocation to other Projects, and the provisions of the CDBG Administrative Rules concerning contingent awards shall apply.

(b) **SUBRECIPIENT AGREEMENT.** The Authority, prior to the release of funds, shall review and approve the subrecipient agreement between the Recipient and the identified agency.

(c) **CONTINGENT FUNDING.** The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.

(d) **LONG TERM LEASE AGREEMENT.** Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

7.6 EFFECTIVE DATE. The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

ARTICLE 8
COVENANTS OF THE RECIPIENT

8.1 AFFIRMATIVE COVENANTS. Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) PROJECT WORK AND SERVICES. The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) REPORTS. The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG program.

<u>REPORT</u>	<u>DUE DATE</u>
1. Request for Payment / Activity Status Report	As funds are needed
2. Section 3 Report (if applicable)	Submitted with 1st construction draw
3. Updates to the Applicant/Recipient Disclosure Report	As needed due to changes
4. Iowa Green Streets Criteria Appendices D and E or F (if applicable)	Upon construction completion
5. Final request for Payment / Status Report	Within 30 days of End Date
6. Form 3-D, Final Accomplishments and Equal Opportunity Data (if applicable)	Within 30 days of End Date
7. Single Audit Form (required)	Within 30 days of receipt of Notice to Close letter
8. Audit Report (if applicable)	Within 30 days of audit completion

(c) RECORDS. The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by the Authority. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) ACCESS TO RECORDS/INSPECTIONS. The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

(e) **USE OF GRANT FUNDS.** The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

(f) **DOCUMENTATION.** The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

(g) **NOTICE OF PROCEEDINGS.** The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.

(i) **NOTICE TO AUTHORITY.** In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

(j) **CERTIFICATIONS.** The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act Amendment of 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"), OMB Circular A-87 ("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments").

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.

(ix) National Environmental Policy Act of 1969 and implementing regulations.

(x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.

(xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.

(xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.

(xiv) Fair Labor Standards Act and implementing regulations.

(xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.

(xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.

(xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

(xviii) Drug-Free Workplace Act.

(k) MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE. The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

8.2 NEGATIVE COVENANTS. During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

(a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.

(b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:

(a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(b) NONCOMPLIANCE. If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.

(c) END DATE. If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.

(d) **MISSPENDING.** If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.

(e) **INSURANCE.** If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

9.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

- (a) exercise any remedy provided by law,
- (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

ARTICLE 10 INCORPORATED DOCUMENTS

10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:

- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated February 24, 2016.
- (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

10.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern:

- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated February 24, 2016.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

ARTICLE 11 MISCELLANEOUS

11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

11.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned

and shall continue in full force until the Project is completed as determined by the Authority.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.5 **NOTICES.** Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION.** It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS.** The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: Oskaloosa

BY:

Mayor
Oskaloosa
220 S. Market St.
Oskaloosa, Iowa 52577

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A

GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
February 24, 20161.0 AMENDMENT.

(a) WRITING REQUIRED. The Contract may only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) UNILATERAL MODIFICATION. Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) AUTHORITY REVIEW. The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved, if it does not meet requirements set forth in 261 Iowa Administrative Code, or if it conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

(a) SINGLE AUDIT. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, the Authority's administrative rules for the CDBG program (261 Iowa Administrative Code) and the Iowa CDBG Management Guide.

(b) ADDITIONAL AUDIT. As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders and orders including all Federal laws and regulations described in 24 CFR subpart K.

4.0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient shall repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

5.0 PROGRAM INCOME. All program income, as defined in 2 CFR part 200, subpart E and 24 CFR 570.489 and 261 Iowa Administrative Code, shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

6.0 INTEREST EARNED. To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the

corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

(a) FOR CAUSE. The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) FOR CONVENIENCE. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING. At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

(a) NOTICE. The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) RIGHTS IN PRODUCTS. All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) RETURN OF FUNDS. The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 ENFORCEMENT EXPENSES. The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 CONFLICT OF INTEREST.

(a) GENERAL. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) PERSONS COVERED. The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(c) CONFLICTS OF INTEREST. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part

24 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

(a) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings in the State Employment Service local offices.

(d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Recipient certifies, to the best of his or her knowledge and belief, that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- (iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the

Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program or activity.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) SECTION 3 COMPLIANCE. The Recipient shall comply with provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

(i) NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

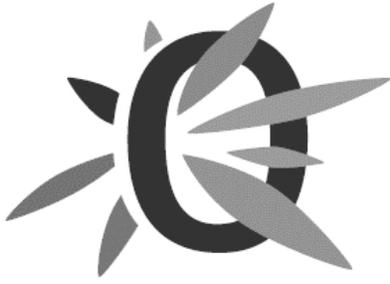
(j) INCLUSION IN SUBCONTRACTS. The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 POLITICAL ACTIVITY. No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 LIMIT ON RECOVERY OF CAPITAL COSTS. The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 FEDERAL GOVERNMENT RIGHTS. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

18.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY. The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.



City Council Communication

Meeting Date: August 15, 2016

Requested By: City Manager's Office

Item Title: CONSENT AGENDA

Consider a resolution approving programs, policies and plans associated with Community Development Block Grant (CDBG) award and downtown façade improvement project.

Explanation:

As the recipient of the CDBG funds to complete the downtown façade improvement project, the city of Oskaloosa is required to adopt a specific set of policies in order to receive the funding.

The specific policies, programs and plans include:

1. Residential Anti-displacement and Relocation Assistance Plan;
2. Affirmative Fair Housing Policy;
3. Citizen Participation Plan;
4. Procurement Policy;
5. Code of Conduct;
6. Policy on the Prohibition of the Use of Excessive Force; and
7. Equal Opportunity Policy Statement.

As noted in the attached, the city's grant administrator is recommending the city approve this item and have the minutes specifically name each policy within the minutes of the city council meeting and the resolution.

Staff recommends approval of this item as presented.

Budget Consideration:

Minimal financial impact is anticipated with the approval of this item as presented.

Attachments:

1. Resolution
2. Policies, programs and plans.

RESOLUTION NO. _____

**RESOLUTION APPROVING REQUIRED PROGRAMS,
POLICIES AND PLANS ASSOCIATED WITH COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDING AWARD**

WHEREAS, the City of Oskaloosa, is interested in enhancing and restoring certain area of the downtown to remove blight and improve the downtown appearance; and

WHEREAS, the city has identified more than 18 building façades within the downtown that qualify for funding under the 2016 downtown façade improvement project; and

WHEREAS, the State of Iowa shares in this interest, and to assist local governments with efforts to preserve these buildings and remove the blighted conditions has agreed to provide funding support through the Community Development Block Grant (CDBG) program; and

WHEREAS, the city is required to comply with specific programs, policies and plans associated with the CDBG program and funding.

NOW THEREFORE, BE IT RESOLVED by the city council of the city of Oskaloosa, Iowa, that;

Section 1. The following policies are approved and adopted:

- a. Residential Anti-displacement and Relocation Assistance Plan;
- b. Affirmative Fair Housing Policy;
- c. Citizen Participation Plan;
- d. Procurement Policy;
- e. Code of Conduct;
- f. Policy on the Prohibition of the Use of Excessive Force; and
- g. Equal Opportunity Policy Statement.

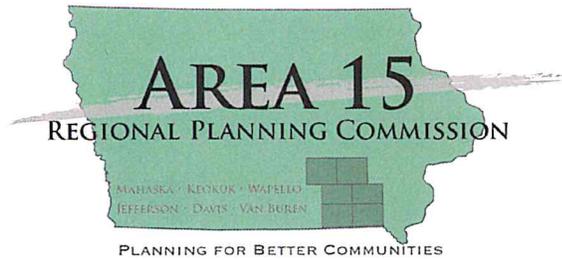
Section 2. The appropriate city officials are hereby authorized to sign and execute the necessary documents as needed.

[SIGNATURES TO FOLLOW]

PASSED AND APPROVED this 15th day of August, 2015.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk



P.O. Box 1110 • OTTUMWA, IA 52501
(P) 641.684.6551 • (F) 641.684.4894
BRAD.GREFE@AREA15RPC.COM
WWW.AREA15RPC.COM

11 July 2016

City of Oskaloosa
Attn: Michael Schrock
220 S. Market
Oskaloosa, IA 52577

RE: Oskaloosa CDBG Façade Project – CDBG-Required Policies

Dear Michael:

Please find enclosed a set of policies which are required for the City of Oskaloosa to adopt as the recipient of the CDBG downtown revitalization grant [#16-DTR-001]. The City likely has previously adopted the seven listed policies that are standard for all CDBG grant recipients. The Iowa Economic Development Authority has slightly revised most of them in the last year or two to comply with the federal regulations that govern the use of CDBG funds. The policies are listed as follows:

1. Residential Anti-displacement and Relocation Assistance Plan;
2. Affirmative Fair Housing Policy;
3. Citizen Participation Plan;
4. Procurement Policy;
5. Code of Conduct;
6. Policy on the Prohibition of the Use of Excessive Force; and
7. Equal Opportunity Policy Statement.

Please review and approve at the next available city council meeting. You may approve these enclosed policies as a part of one motion, if desired. [Most CDBG recipients we work with do it this way.] Please be sure to note the name of each policy within the minutes of the council meeting and/or on the resolution. Once approved, please have the mayor sign all forms, and post in an area available for public viewing, where required. Please return one copy of all signed policies to me for the file. If you think you have any of the policies already on hand, or any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. Grefe', is written over the typed name.

Bradley J. Grefe
Regional Planner

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

This Residential Anti-displacement and Relocation Assistance Plan (RARAP) is prepared by the City of Oskaloosa in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG¹, UDAG, and/or HOME-assisted projects.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, the City of Oskaloosa will take one or more of the following steps to minimize the direct and indirect displacement of persons from their homes:

1. Coordinate code enforcement with rehabilitation and housing assistance programs.
2. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
3. Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
4. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
5. Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
6. Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
7. Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
8. Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
9. Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
10. If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are “lower-income dwelling units” (as defined in 24 CFR 42.305).
11. Target only those properties deemed essential to the need or success of the project.

Relocation Assistance to Displaced Persons

The City of Oskaloosa will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

One-for-One Replacement of Lower-Income Dwelling Units

The City of Oskaloosa will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program in accordance with 24 CFR 42.375.

Before entering into a contract committing to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City of Oskaloosa will make public by publication in the Oskaloosa Courier and submit to HUD [Iowa Economic Development Association] the following information in writing:

¹ CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. NOTE: See also 24 CFR 42.375(d).
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the City of Oskaloosa will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), the City of Oskaloosa may submit a request to IEDA for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

Contacts

The Mayor of the City of Oskaloosa—who may be contacted at (641) 673-9431—is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

The Mayor of the City of Oskaloosa is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Passed and adopted this ____ day of _____, 2016.

David Krutzfeldt, Mayor

ATTEST

Amy Miller, Clerk

FAIR HOUSING STRATEGIES **FOR COMMUNITIES PARTICIPATING IN THE CDBG PROGRAM**

PURPOSE

In order to ensure that grantees are fulfilling their requirement to affirmatively further fair housing, all units of local government applying for and receiving Community Development Block Grant (CDBG) funds from the State must document how they are meeting their fair housing obligations. A unit of local government can participate in the State's CDBG Program by agreeing to implement at least two mandatory actions and at least one elective activity appropriate to the conditions and needs in its area. The selected elective activities are of the local government's choice chosen from the list below. **All grantees receiving CDBG funds through the State must complete the two mandatory strategies and at least one elective strategy regardless of whether they are using CDBG funds for housing activities.**

APPLICATION

The implementation of the mandatory strategies must be carried out each year for which the jurisdiction has received HUD funds through IEDA. This may be achieved through the posting of the information in a conspicuous public place and/or publication in a local newspaper of general circulation.

MANDATORY ACTIVITIES TO PROMOTE FAIR HOUSING

Communities receiving CDBG funds must complete and implement the following during the CDBG contract period:

1. Advertise, publicize, and pass an affirmative fair housing policy that will certify that the local government adheres to the requirements of the federal Fair Housing Act and the Iowa Civil Rights Act of 1965, and
2. Identify and publish the name and contact information of a Discrimination Complaint Officer within the agency or jurisdiction for any housing-related bias or discrimination complaint, and
3. Refer housing discrimination complaints and assist in filing complaints with the Iowa Civil Rights Commission, the U.S. Department of Housing & Urban Development, or a local civil rights commission.

ELECTIVE ACTIVITIES TO PROMOTE FAIR HOUSING

Communities receiving CDBG funds must also complete and implement one of the following activities during the contract period:

1. Advertise the availability of housing and related assistance to population groups that are least likely to apply through various forms of media (i.e. radio stations, posters, flyers, newspapers) in English and other languages spoken by eligible families within the project service area.
2. Include a flyer about fair housing in a local utility or tax bill and send it to every household in the municipality.
3. Have the Responsible Entity staff attend a fair housing training or conference.
4. Organize a local letter writing campaign to local legislators and/or local government about the need to fund and support fair housing programs.
5. Sponsor trainings for realtors, bankers, landlords, homebuyers, tenants, public housing authority and other city/town employees to educate them on their fair housing rights and responsibilities. This activity **MUST** be done in collaboration with the Iowa Civil Rights Commission or a local civil rights commission.
6. Provide training/educational programs about fair housing for financial, real estate, and property management professionals at local firms, including their obligations to comply with the federal Fair Housing Act and the Iowa Civil Rights Act of 1965 (this can be done by partnering with a bank, board of realtors association, or other local group and helping to sponsor a program taught by a qualified entity such as ICRC).
7. Conduct meetings with advocacy groups for members of the protected classes (i.e. persons with disabilities, immigrants, refugees, etc.) on the availability of affordable and accessible housing and determine housing needs to plan future projects.

8. Establish and/or fund fair housing organizations in areas where there are no such organizations.
9. Conduct fair housing testing to ensure that local housing providers and/or lenders do not discriminate (fair housing testing must be conducted by a HUD-certified fair housing agency).
10. Assist Housing Choice Voucher program participants to help locate and secure housing outside of racially concentrated areas of poverty (RCAPs) or near-RCAPs.
11. Conduct outreach to housing providers and housing developers to discuss affordable and accessible housing needs in RCAPs and near-RCAPs.
12. Evaluate the local zoning ordinance against the fair housing benchmarks identified in this AI, using the Zoning Risk Assessment Tool. Evaluate the need for amendments to the zoning ordinance and make them.
13. Organize a tester recruitment event in collaboration with the Iowa Civil Rights Commission to help document instances of housing discrimination.

PUBLIC NOTICE
AFFIRMATIVE FAIR HOUSING POLICY

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.

The City of Oskaloosa, Iowa, advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

The City of Oskaloosa shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

The City of Oskaloosa has designated the following office as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:



OFFICE: Area 15 Regional Planning Commission
 ADDRESS: 224 E. 2nd St.
 CITY/STATE/ZIP: Ottumwa, IA 52501
 PHONE NUMBER: (641) 684-6551
 HOURS: Monday-Friday from 8:00 AM - 4:30 PM

Passed and adopted this ____ day of _____, 2016.

David Krutzfeldt, Mayor

ATTEST

Amy Miller, Clerk

CITIZEN PARTICIPATION REQUIREMENTS

To comply with the participation requirements of Section 508 of the Housing and Community Development Act of 1987, the City of Oskaloosa must do the following:

- 1) Conduct at least one public hearing on the activities proposed in each application and at least one public hearing on the status of funded activities for each funded project.

The application hearing must include a review of: (a) how the need for the proposed activities was identified, (b) how the proposed activities will be funded and sources of funds, (c) the date application will be submitted, (d) requested amount of federal funds, (e) estimated portion of federal funds that will benefit persons of low and moderate income, (f) where the proposed activities will be conducted, (g) plans to minimize displacement of persons and businesses as a result of funded activities, (h) plans to assist persons actually displaced and (i) the nature of the proposed activities.

The hearing on the status of funded activities must include a review of: (a) a general description of accomplishments to date, (b) a summary of expenditures to date, (c) a general description of remaining work and (d) a general description of changes made to the project budget, performance targets, activity schedules, project scope, location, objectives or beneficiaries.

- 2) Publish hearing notices in a manner consistent with requirements of Iowa Code, Section 362.3.
- 3) Ensure the public reasonable access to all local meetings, project records and information relating to the proposed and actual use of federal funds.
- 4) Conduct all related public meetings or hearings in public buildings or facilities that are accessible to persons with disabilities.
- 5) Provide citizens names and addresses of: (a) the person(s) authorized to receive and respond to citizen proposals, questions and complaints concerning proposed or funded activities, and (b) the person(s) available and able to provide technical assistance to groups representative low- and moderate-income persons in preparing and presenting their proposals for the request and use of federal funds.

Persons authorized to receive and respond to citizen proposals, questions, and/or complaints or provide technical assistance concerning proposed activities are:

David Krutzfeldt, Mayor
220 S. Market St.
Oskaloosa, IA 52577
(641) 673-9431

Amy Miller, Clerk
220 S. Market St.
Oskaloosa, IA 52577
(641) 673-9431

- 6) Provide translators during or written translations after public hearings attended by non-English speaking residents upon their request whenever they represent a significant proportion of the persons benefited by the proposed or actual activities. Federally assisted recipients are required to make reasonable efforts to provide language assistance to ensure meaningful access for "Limited English Proficiency" (LEP) persons to the recipient's programs and activities. Language assistance that a recipient might provide to LEP persons include, but are not limited to: oral interpretation services, bilingual staff, telephone service lines interpreter, written translation service, and translating information materials in identified language(s).

Passed and adopted this ____ day of _____, 2016.

David Krutzfeldt, Mayor

ATTEST

Amy Miller, Clerk

PROCUREMENT POLICY

PURPOSE

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for the City of Oskaloosa related to the implementation and administration of CDBG awards. All procurement will be done in accordance with 2 CFR Part 200 and Appendix II to Part 200.

POLICY

GENERAL PROCUREMENT PRACTICES

The City of Oskaloosa will adhere to the following general procurement practices: document procurement standards; maintain oversight of contractors to ensure performance in accord with standards; avoid acquisition of unnecessary or duplicative items; encourage procurement or use of shared goods and services; use Federal excess and surplus property when feasible; encourage value-engineering clauses in construction contracts; award contracts only to responsible contractors; limit use of time and materials contracting; and use good administrative judgment to settle all contractual and administrative issues.

COMPETITION

The City of Oskaloosa will provide full and open competition; prohibit use of state or local geographical preferences; develop written procedures for procurement transactions to ensure competition is not restricted; and ensure that pre-qualified lists are current.

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) micro-purchase; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals.

- A. Micro-purchase includes the acquisition of supplies or services that do not exceed \$3,000 (or \$2,000 for acquisitions for construction subject to Davis-Bacon Act).
- B. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$150,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations (minimum of 2) shall be obtained from an adequate number of qualified sources.
- C. In sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction.

1. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:
 - (a) A complete, adequate and realistic specification or purchase description is available.
 - (b) Two or more responsible bidders are willing and able to compete effectively for the City of Oskaloosa's business; and
 - (c) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.
 2. When sealed bids are used for a procurement under a grant, the following requirements apply:
 - (a) A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers.
 - (b) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.
 - (c) All bids shall be opened publicly at the time and place stated in the invitation for bids.
 - (d) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the City of Oskaloosa indicates that such discounts are generally taken.
 - (e) Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.
- D. Procurement by competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:
1. Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.
 2. Requests for Proposals shall be solicited from an adequate number of qualified sources.
 3. The City of Oskaloosa shall have a method for conducting evaluations of the proposals received and for selecting awardees.
 4. Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.

5. The City of Oskaloosa may use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.
- E. Noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:
1. The item is available from only a single source;
 2. After solicitation of a number of sources, competition is determined inadequate;
 3. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and
 4. The awarding agency (IEDA) authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the Iowa Economic Development Authority).
- F. The City of Oskaloosa will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.
- G. Any other method of procurement must have prior approval of the Iowa Economic Development Authority.

RECYCLED MATERIALS

The City of Oskaloosa will procure items with the highest percentage of recycled materials practical.

CONTRACT PRICING

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- B. The City of Oskaloosa shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

PROCUREMENT RECORDS

The City of Oskaloosa shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or

rejection, and the basis for the contract price. The City of Oskaloosa shall make technical specifications and procurement documents available for review upon request.

BONDING REQUIREMENTS

Bonding requirements for construction or facility improvement contracts must meet the federal minimum requirements or receive a determination that the federal interest is adequately protected.

Passed and adopted this ____ day of _____, 2016.

David Krutzfeldt, Mayor

ATTEST

Amy Miller, Clerk

CODE OF CONDUCT

PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR Part 200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all officers, employees, or agents of the City of Oskaloosa, Iowa, engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No officer, employee, or agent of the City of Oskaloosa shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
- b. Any member of his/her immediate family;
- c. His/her partner; or
- d. An organization which employs, or is about to employ any of the above; or, has a financial or other interest in the firm selected for award.

The City of Oskaloosa officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

FRAUD, WASTE AND ABUSE

The City of Oskaloosa has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify the City of Oskaloosa of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to the City Clerk at 220 S. Market, Oskaloosa, IA 52577 or by phone at (641) 673-9431.

REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against the City of Oskaloosa's officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this ____ day of _____, 2016.

ATTEST

David Krutzfeldt, Mayor

Amy Miller, Clerk

POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE

WHEREAS, the City of Oskaloosa has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient’s jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, the City of Oskaloosa endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy,

NOW, THEREFORE, BE IT RESOLVED, the City of Oskaloosa hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, the City of Oskaloosa agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. The City of Oskaloosa further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that the City of Oskaloosa has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by the City of Oskaloosa, (641) 673-9431.

Passed and adopted this ____ day of _____, 2016.

David Krutzfeldt, Mayor

ATTEST

Amy Miller, Clerk

EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Oskaloosa to provide equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

The Mayor has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the Mayor's responsibility. The Mayor will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The right of appeal and recourse is guaranteed by the City of Oskaloosa. Any person who feels that he or she has been denied employment, participation, representation, or services in any program administered by the City of Oskaloosa because of race, creed, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, or citizenship has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by the Mayor, who can be contacted at (641) 673-9431.

This Equal Opportunity Policy of the City of Oskaloosa shall be posted in conspicuous places within the facility, distributed to all employees, contractors and to the persons of all advisory and policy-making groups.

Passed and adopted this ____ day of _____, 2016.

David Krutzfeldt, Mayor

ATTEST

Amy Miller, Clerk



City Council Communication

Meeting Date: August 15, 2016

Requested By: City Manager's Office

Item Title: CONSENT AGENDA

Consider a resolution approving the Administrative Plan for the downtown façade improvement project.

Explanation:

As the recipient of the CDBG funds to complete the downtown façade improvement project, the city of Oskaloosa is required to adopt a specific set of policies in order to receive the funding. This particular Administrative Plan document has become a requirement of IEDA and is designed to clearly spell out the roles and responsibilities for those participating in the project - city, project manager, grant administrator, architect, general contractor and property owners. This is not an exhaustive list, but provides a good set of project ground rules.

Staff recommends approval of this item as presented.

Budget Consideration:

Minimal financial impact is anticipated with the approval of this item as presented.

Attachments:

1. Resolution
2. Administrative Plan

RESOLUTION NO. _____

**RESOLUTION APPROVING THE ADMINISTRATIVE PLAN
FOR THE DOWNTOWN FAÇADE IMPROVEMENT PROJECT
CDBG CONTRACT #16-DTR-001**

WHEREAS, the City of Oskaloosa, is interested in enhancing and restoring certain area of the downtown to remove blight and improve the downtown appearance; and

WHEREAS, the city has identified more than 18 building façades within the downtown that qualify for funding under the 2016 downtown façade improvement project; and

WHEREAS, the State of Iowa shares in this interest, and to assist local governments with efforts to preserve these buildings and remove the blighted conditions has agreed to provide funding support through the Community Development Block Grant program; and .

WHEREAS, the city is required to comply with specific programs, policies and plans associated with the CDBG program and funding, including adopting an Administrative Plan.

NOW THEREFORE, BE IT RESOLVED by the city council of the city of Oskaloosa, Iowa, that the Administrative Plan for CDBG Contract #16-DTR-001 is approved, and;

BE IT FURTHER RESOLVED, that the appropriate city officials be authorized to sign and execute the necessary documents and assist in the completion of the project as needed.

PASSED AND APPROVED this 15th day of August, 2016

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

Administrative Plan for Oskaloosa’s Downtown Façade Improvements Project
CDBG Contract # 16-DTR-001

This Administrative Plan should be referred back to as this downtown revitalization project progresses. This plan outlines roles for the city, project manager, grant administrator, architect, general contractor, and property owners; however, it does not cover every task or responsibility in administering this project—especially those tasks that are typical to any CDBG-funded project.

On behalf of the city of Oskaloosa, I certify that this Administrative Plan for the City’s Downtown Revitalization CDBG grant will be our method of operating throughout the course of our project. Any amendments to the plan will be submitted to IEDA for review and approval.

David Krutzfeldt, Mayor

Date

Responsible Entity: Michael Schrock (City of Oskaloosa)

- Assume ultimate responsibility for the overall grant project as the HUD-designated Responsible Entity in accordance with 24 CFR 58.
- Review Easement Agreements and Construction Terms Agreements with city legal counsel. Once executed, oversee to ensure compliance.
- Monitor and provide guidance on deletion/substitution of properties, with the exception of property owners dropping out of the project which may be out of the city’s control. In the event of the contract performance measure changing (total number of buildings) an amendment must be requested to IEDA.
- Communicate with grant administrator and architects to ensure that bid letting does not occur until the City has received the Release of Funds letter.
- Monitor project timeliness to ensure project goes to bid within 1 year of contract start date.
- Collection of property owner’s financial participation share.
- Ensure Council review and approval of invoices prior to submitting claim to IEDA or establish a Council-approved written policy outlining an alternative process for approving bills.
- Review/approval of change orders (upon the architect’s recommendation) as contract with general contractor specifies.

Administrative Plan for Oskaloosa's Downtown Façade Improvements Project

CDBG Contract # 16-DTR-001

Project Manager: Karen Hafner (Oskaloosa Area Chamber & Development Group)

- Communicate with all property owners (both in the project and in the target area) on the status of design, timeframes, and accomplishments.
- Communicate with property owners about their participation status in the project.
- Act as the liaison with local organizations such as city council; main street board; historic preservation commission; chamber of commerce; downtown merchants, etc.
- Communication with property owners of any proposed change orders during construction, including how it may impact property owner financial contribution, as well as timing changes resulting from the potential to re-open consultation with SHPO.
- Ensure property owners are refraining from other work on their building that is not otherwise a part of the CDBG façade project.

Grant Administrator: Bradley J. Grefe (Area 15 RPC)

- Act as liaison with IEDA staff for the responsible entity.
- Provide sample Easement Agreement and Construction Terms Agreements to the City.
- Determine if initial survey work is required for the evaluation of properties in the project area for listing on the National Register of Historic Places. If needed, work with the City to procure a consultant who meets the Secretary of the Interiors Professional Qualification Standards for Historian and/or Architectural Historian to survey the project area and generate Iowa Site Inventory Forms for participating properties.
- Contact IEDA Historic Preservationist on Section 106 related questions. Compile Section 106 Submittals and submit construction documents to IEDA Historic Preservationist for review prior to SHPO.
- Ensure that procurement, bidding, and contracting all follow federal provisions/requirements—especially that bid letting does not occur until City has received Release of Funds letter.
- Monitor compliance with federal labor standards, including but not limited to: wage rate determination requests, contractor clearance forms, payroll forms, and contractor interviews.
- Maintain an up-to-date project budget with contingency, including pre-construction estimates and review any post-construction change orders as they may impact budget.
- Coordinate all project/budget amendment requests with IEDA.
- Maintain list of property addresses and owners on IowaGrants.gov.

Administrative Plan for Oskaloosa's Downtown Façade Improvements Project

CDBG Contract # 16-DTR-001

- Review all pay requests prior to submittal to the city and sending to IEDA for claim.
- Submit Appendix C and construction documents on IowaGrants.gov for Green Streets Criteria compliance review, ideally within 2 weeks of going out to bid.
- Monitor project timeliness.

Architect: Rod Curtis (Curtis Architecture & Design)

- Maintain services contract pricing in accordance with CDBG requirements. Use a lump sum or not-to-exceed amount for all expenses—not based on a percentage of construction cost and not adding percentage onto expenses.
- Meet with property owners to gain their input about the final design for their building, including their priorities for improvements.
- Have the documentation to know if properties in the project area are listed on or eligible for listing in the National Register of Historic Places, and adhere to work specifications and historic preservation guidelines when applicable.
- Provide updates on cost estimates and property owner general priorities, as well as feedback on designs to the City and grant administrator.
- Provide final designs and construction documents to the grant administrator for submittal to IEDA/SHPO. If any changes in the scope of work occur, be sure to communicate this information to the grant administrator
- Complete designs in a timely manner to ensure project goes out to bid within 1 year of the contract start date—but not before City has received the Release of Funds letter.
- Ensure adherence to Green Streets Criteria, including mandatory and optional criteria in application. Complete Appendix C with architect's and mayor's signature. Provide Appendix C and construction documents to the grant administrator for submission to IEDA, ideally within 3 weeks of going out to bid.
- Review and communicate preliminary approval of contractor pay requests to City and grant administrator.
- Review and communicate preliminary approval of change orders to City and grant administrator.
- Provide for on-site construction supervision (number of visits for this purpose will be specified in the contract).
- Provide for final inspection and sign-off on properties prior to final payment.

Administrative Plan for Oskaloosa's Downtown Façade Improvements Project

CDBG Contract # 16-DTR-001

General Contractor: TBD (TBD upon Bidletting)

- Gather and submit information to grant administrator for Contractor Clearance forms as soon as contract is awarded.
- Submit weekly wage reports to grant administrator along with other required documentation to comply with labor standards.
- Oversee all subcontractors' compliance with labor standards.
- Communication with grant administrator regarding schedule and subcontractors for the purposes of on-site contractor interviews.
- Coordinate with the City in regard to any parking, vehicle, bicycle, or pedestrian disruptions.
- Coordinate with property owners to minimize disruption to their business/residential activity.

Property Owners: List to be maintained in IowaGrants.gov

- Respond to City or Project Manager regarding status of participation in the program, as well as timely responsiveness with architects, contractors, the grant administrator, and others.
- Review and sign Easement Agreement and Construction Terms Agreement prior to construction.
- Review and approve change orders pertaining to their property/properties.
- Avoid conducting any other work on their building that is not a part of the CDBG façade project.



City Council Communication

Meeting Date: August 15, 2016

Requested By: City Manager's Office

Item Title: CONSENT AGENDA

Consider a resolution approving a Professional Services Agreement between the city and Curtis Architecture & Design PC.

Explanation:

The city of Oskaloosa applied and was awarded \$390,000 in CDBG funding support to improve downtown building façades. Curtis Architecture was previously selected for the initial project work through a formal RFQ process facilitated by the city. The RFQ process also noted the city could retain the firm to continue with the work associated with this item as noted below:

design, construction drawings, specifications, bidding and project observation for up to 21 predetermined facades. In addition, Curtis Architects will meet with façade committee, building owners, IEDA, and Iowa State Historic Preservation Office (SHPO).

The fixed maximum "not to exceed" amount fee is set at \$75,839 for this portion of work.

Staff recommends the city council approve the Resolution directing the Mayor and staff to execute the contract document with Curtis Architecture & Design PC. The contract and attachments are available for inspection within the City Clerk's Office.

Budget Consideration:

This item is included in the FY2017 council approved budget. The primary source of funding for this project is the CDBG administered by the IEDA in the amount of \$390,000. In addition, the city will utilize franchise fees (reimbursed through TIF) as the city's match portion in the amount of \$250,000 and local properties owners will provide approximately \$160,000 of their own funds.

Attachments:

1. Resolution
2. Professional Services Agreement

RESOLUTION NO. _____

**RESOLUTION APPROVING A PROFESSIONAL SERVICES
AGREEMENT WITH CURTIS ARCHITECTURE & DESIGN PC**

WHEREAS, the City of Oskaloosa is interested in enhancing and restoring certain area of the downtown to remove blight and improve the downtown appearance; and

WHEREAS, the city has identified more than 18 building façades within the downtown that qualify for funding under the 2016 downtown façade improvement project; and

WHEREAS, the State of Iowa shares in this interest, and to assist local governments with efforts to preserve these buildings and remove the blighted conditions has agreed to provide funding support through the Community Development Block Grant program; and

WHEREAS, Curtis Architecture & Design PC is the recommended firm to complete the design and construction administration portion of the project on behalf of the city.

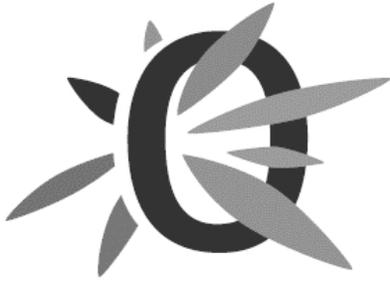
NOW THEREFORE, BE IT RESOLVED by the city council of the city of Oskaloosa, Iowa, that a Professional Services Agreement in the amount of \$75,839 be approved, and;

BE IT FURTHER RESOLVED, that the appropriate city officials be authorized to sign and execute the necessary documents and assist in the completion of the project as needed.

PASSED AND APPROVED this 15th day of August, 2015.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk



City Council Communication

Meeting Date: August 15, 2016

Requested By: City Manager's Office

Item Title: CONSENT AGENDA

Consider a resolution approving a Professional Services Agreement between the city and Area 15 Regional Planning Commission.

Explanation:

The city of Oskaloosa applied and was awarded \$390,000 in CDBG funding support to improve downtown building façades. The CDBG funding places a number of compliance requirements on the city that must be properly administered in order to receive the grant funding. Area 15 Regional Planning Commission is an entity that has the technical competency and experience with previous CDBG façade projects to assist the city.

Staff recommends the city council approve the Resolution directing the Mayor and staff to execute the contract document with Area 15 Regional Planning Commission for CDBG administration services in an amount not to exceed \$40,000.

Budget Consideration:

This item is included in the FY2017 council approved budget. The primary source of funding for this project is the CDBG administered by the IEDA in the amount of \$390,000. In addition, the city will utilize franchise fees (reimbursed through TIF) as the city's match portion in the amount of \$250,000 and local properties owners will provide approximately \$160,000 of their own funds.

Attachments:

1. Resolution
2. Contract for Services

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONTRACT FOR CDBG
ADMINISTRATION SERVICES**

WHEREAS, the City of Oskaloosa, is interested in enhancing and restoring certain area of the downtown to remove blight and improve the downtown appearance; and

WHEREAS, the city has identified more than 18 building façades within the downtown that qualify for funding under the 2016 downtown façade improvement project; and

WHEREAS, the State of Iowa shares in this interest, and to assist local governments with efforts to preserve these buildings and remove the blighted conditions has agreed to provide funding support through the Community Development Block Grant (CDBG) program; and

WHEREAS, the Area 15 Regional Planning Commission has the technical competency to provide the grant administration services necessary to administer the CDBG program.

NOW THEREFORE, BE IT RESOLVED by the city council of the city of Oskaloosa, Iowa, that a Contract for CDBG Administrative Services in the amount not to exceed \$40,000 be approved, and;

BE IT FURTHER RESOLVED, that the appropriate city officials be authorized to sign and execute the necessary documents and assist in the completion of the project as needed.

PASSED AND APPROVED this 15th day of August, 2015.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

CONTRACT FOR CDBG ADMINISTRATION SERVICES

This contract for technical assistance has been agreed to by and between **the City of Oskaloosa**, hereinafter referred to as the **City**, and the **Area 15 Regional Planning Commission**, hereinafter referred to as the **RPC**.

WHEREAS, the City has been awarded a Community Development Block Grant (CDBG) by the Iowa Economic Development Authority (16-DTR-001) for downtown façade improvements; and

WHEREAS, the City wishes to contract with the RPC to provide the grant administration services necessary to administer this grant program;

NOW, THEREFORE, BE IT RESOLVED that the parties do mutually agree as follows:

- A. TECHNICAL ASSISTANCE STAFF.** The RPC represents that it has, or shall acquire, all personnel necessary to perform the services described in the Scope of Services.
- B. SCOPE OF SERVICES.** The RPC shall provide the City with the following services:
1. Compliance with all Federal requirements including, but not limited to: Procurement, Civil Rights and Fair Housing, Labor Standards, Contract Provisions, Project Construction Sign Requirements, Site and Easement Acquisition and Relocation Procedure, Environmental Review, and Financial Management.
 2. Submission of all required reports including requests for funds, Section 3, and performance reports.
 3. All normally conducted coordination and administration of funded activities under the CDBG program.
 4. This scope of services does not include specialized outside services that may be required to complete the project or meet state and federal compliance, including but not limited to accounting, archeological, engineering, and legal.
- C. ASSURANCES.** The City and RPC shall comply with the following laws and regulations:

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- b. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- c. Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- d. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- f. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- g. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- h. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.
- i. Federal Executive Order 11246, as amended by Executive Order 11375.
Provides that no one be discriminated in employment.
- j. Federal Executive Order 11063, as amended by Executive Order 12259.

3. Certification regarding government-wide restriction on lobbying.

"The Recipient certifies, to the best of his or her knowledge and belief, that:

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

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

4. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

5. Standards and Policies Relating to Energy Efficiency

Pub. L. 94-163, 89 Stat. 871

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

In addition to the preceding provisions, all contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor

**CITY OF OSKALOOSA 16-DTR-001
CDBG Administration Services Contract**

or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- D. COMPENSATION.** The RPC shall provide the technical assistance described in the Scope of Services for a total contract of not to exceed Forty Thousand dollars (\$40,000); services will be charged on an actual cost rate. The City shall reimburse the RPC no later than thirty (30) days after receipt of invoice for services, unless other terms are agreed to by both parties and attached to this contract.
- E. CONTRACT DURATION.** This contract shall be in effect from May 17, 2016 through the end of the project as determined by the Iowa Economic Development Authority.
- F. TERMINATION OR ABANDONMENT OF PROJECT.** The City and/or the RPC shall have the right to terminate this contract upon sixty (60) days written notice. Upon cancellation, the City will be responsible only for those costs incurred by the RPC to the date of termination.
- G. INDEMNIFICATION.** The City shall hold the RPC, its officers, employees, affiliates and subcontractors, harmless from any and all claims losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which it pertains.

Agreed to this _____ day of _____, 2016.

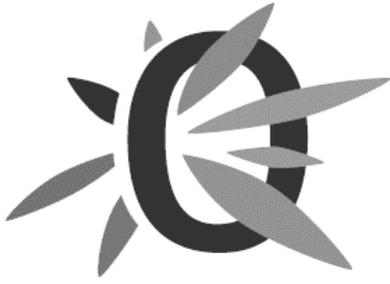
THE CITY OF OSKALOOSA, IOWA

AREA 15 REGIONAL PLANNING COMMISSION

By: _____
David Krutzfeldt, Mayor

By: _____
Gregory Kenning, Chairperson

ATTEST: _____
Amy Miller, City Clerk



City Council Communication

Meeting Date: August 15, 2016

Requested By: City Clerk/Finance Department

Item Title: CONSENT AGENDA

Consider a resolution scheduling a public hearing for September 19, 2016 to consider levying a special assessment against private property for weed cutting by the city in accordance with section 8.20 of the city code of the city of Oskaloosa, Iowa, and directing notice to the owners of the property to be assessed.

Explanation:

This resolution schedules the public hearing for September 19, 2016 for levying a special assessment against private property for weed cutting. A notice will be published in the Oskaloosa Herald and certified notices will be sent to the property owners.

Budget Consideration:

\$1,300 Revenue to the Sanitary Sewer Fund to offset expenses related to the work performed by the city.

Attachments:

Resolution
Weed Cutting Assessment Exhibit "A"

RESOLUTION NO. _____

**RESOLUTION SCHEDULING A TIME FOR HEARING FOR CONSIDERING THE MATTER OF LEVYING
A SPECIAL ASSESSMENT AGAINST PRIVATE PROPERTY FOR WEED CUTTING BY THE CITY IN
ACCORDANCE WITH SECTION 8.20 OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA, AND
DIRECTING NOTICE TO THE OWNER OF THE PROPERTY TO BE ASSESSED**

WHEREAS, the City of Oskaloosa, Iowa, under authority of the Ordinance of control of weeds (Title 8, Chapter 8.20) has on certain properties within the City of Oskaloosa, Iowa, cut and/or removed brush, weeds, and rubbish after failure of the owners, agents, and occupants to do so; and

WHEREAS, the City of Oskaloosa, Iowa, desires to levy a special assessment against the properties concerned for said cutting and/or removal of brush, weeds, and rubbish by the City; and

WHEREAS, Section 8.20.060 of the City Code of the City of Oskaloosa, Iowa provides that notice of said assessment contemplated in said Section shall be given no later than December 15 of the year and at least twenty (20) days prior to the time thus fixed for said hearing and to all concerned that the proposed assessment is on file and that the amounts shown therein will be assessed the several lots, tracts of land or parcels of ground described in said itemized account at the time fixed for such hearing; and

WHEREAS, attached hereto marked Exhibit "A" and by this reference incorporated herein are the names of the owners, the properties, and the amounts of the claims to be assessed for the cutting and control of weeds, and removal of brush, weeds, and rubbish from said properties; and

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

SECTION 1. That the City Council of the City of Oskaloosa, Iowa shall meet at City Hall Council Chambers in Oskaloosa, Iowa on the 19th day of September, 2016 at 6:00 p.m. at which time a hearing shall be held on the matter of levying a special assessment against the properties listed in Exhibit "A" for weed cutting assessment by the City of Oskaloosa, Iowa, at which hearing the owner of said premises or anyone liable to pay such assessment may appear with the same rights as given by law before Boards of Review, in reference to assessments for general taxation, and at said time and place the Council shall consider and dispose of all objections made thereto; after which hearing the City Council shall by Resolution levy such assessment as may be appropriate against said properties.

SECTION 2. That the City Clerk of the City is hereby directed to give notice of said hearing, the time when and place where said hearing will be held by publication in the Oskaloosa Herald, a newspaper published and having a general circulation within the City, no later than December 15, and at least twenty (20) days prior to the time herein fixed for such hearing; or by other means provided under said Weed Control Ordinance.

SECTION 3. That officials of the City are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

PASSED AND APPROVED this 15th day of August, 2016.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

EXHIBIT "A"
2016 WEED CUTTING ASSESSMENTS
June 2016

OWNER	OFFENSE	ADDRESS/LEGAL	DATE MOWED	LABOR	COST
T Liabra Lera LLC BC Investments LLC Parcel ID 1013258001	1st	610 North C St W 68.5' Lot 10 Crookhams Add	6/16/2016	1 hour	\$ 250.00
Debra Sue Osborn Parcel ID 1013403002	1st	420 North D St N 42' Lot 3 & S 3' Lot 2 O L 8 O P	6/16/2016	1 hour	\$ 250.00
US Bank National Association Parcel ID 1013255030	1st	713 N Market St S 2/3 Lot 2 Blk 3 Mulhallens Add	6/16/2016	1 hour	\$ 250.00
Aravi LLC Billie Vandyke and David C/Michelle Heidebrink Parcel ID 1013451001	1st	504 A Ave W N 1/2 Lot 1 O L 20 O P	6/23/2016	1 hour	\$ 250.00
Liridon Aliu Rodney C Converse/Kevin L Close Parcel ID 1119227001	1st	404 S 17th St N 100' Lot 17 E Hwy & 100' RR ROW NE NE & Approx 309.79' RR Row SE SE	6/23/2016	2 hours	\$ 300.00

Weed removal on private property:

Minimum of one hour charged. After first hour, fee shall be charged by the quarter hour.

1 st cleanup	\$200.00 fee + \$50.00 per hr.
2 nd cleanup	\$250.00 fee + \$50.00 per hr.
3 rd cleanup	\$300.00 fee + \$50.00 per hr.
4 th cleanup	\$350.00 fee + \$50.00 per hr.
5 th cleanup	\$400.00 fee + \$50.00 per hr.
6 th cleanup	\$450.00 fee + \$50.00 per hr.



City Council Communication

Meeting Date: August 15, 2016

Requested By: Public Works Department

Item Title: CONSENT AGENDA

Consider a resolution to approve an amendment to the Professional Services Agreement with Garden and Associates, LTD for work associated with the replacement of an emergency power system at the Northeast Wastewater Treatment Plant in an amount not to exceed \$6,500.

Explanation:

The existing stand-by generator at the northeast wastewater treatment plant is used to provide power to keep the facility in operation during an outage. The existing generator was installed in 1971 and has had the motor rebuilt twice. The manufacturer of this generator has stopped providing parts for maintenance and repair. Therefore the generator is in need of replacement. The City Council, at their meeting on November 2, 2015, approved an agreement with Garden and Associates, Ltd. in the amount of \$30,000 for designing the replacement of this emergency power system at the Northeast Wastewater Treatment Plant. This amendment request is to provide construction inspection services for an amount of \$6,500. The proposed amendment to the original agreement will increase the total cost of the professional services from \$30,000 to \$36,500.

Recommended Action:

Staff recommends approval of this item as presented.

Budget Consideration:

An additional expenditure of \$6,500.00 from the Sanitary Sewer Funds. Presently, an amount of \$245,000 is allocated in FY 2017 (CIP # 8015-21). The City Council, at their meeting on May 16, 2016, awarded the construction of this project to Van Maanen Electric in the amount of \$246,930.00, which exceeded the budgeted amount of \$245,000 (CIP 8015-21). Therefore the funds will need to be amended to reflect these additional expenses in the Sanitary Sewer funds from the FY2017 Budget.

Attachments:

Resolution, Revised Contract Agreement, and Letter from Engineer.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT BETWEEN GARDEN AND ASSOCIATES, LTD. AND THE CITY OF OSKALOOSA TO PROVIDE SERVICES FOR THE REPLACEMENT OF THE GENERATOR AT THE NORTHEAST WASTEWATER TREATMENT PLANT.

WHEREAS, the Council of the City of Oskaloosa previously approved, effective November 2, 2015, an agreement between the City of Oskaloosa and Garden & Associates, LTD. for designing the replacement of an emergency power system at the Northeast Wastewater Treatment Plant in the amount of Thirty Thousand Dollars (\$30,000); and,

WHEREAS, the City of Oskaloosa requires additional services from Garden & Associates, LTD. to perform construction inspection to complete the construction; and,

WHEREAS, the City Council hereby determines that it is in the best interest of the City of Oskaloosa to approve the proposed amendment to the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa, that the proposed amendment to the agreement for professional services for the replacement of an emergency power system at the Northeast Wastewater Treatment Plant between the City of Oskaloosa and Garden and Associates, Ltd. in the amount of Thirty Thousand Dollars (\$30,000) be increased to Thirty Six Thousand Five Hundred Dollars (\$36,500) and be approved and the Mayor be authorized to execute the agreement.

PASSED AND APPROVED this _____ day of August, 2016.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **October 19, 2015**.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: August 15, 2016.

Background Data

Effective Date of Owner-Engineer Agreement: **October 19, 2015**

Owner: **City of Oskaloosa**

Engineer: **Garden & Associates, LTD.**

Project: **NE Wastewater Treatment Plant – Generator Replacement**

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Original contract was for services through bid phase. This amendment is to include services provided after bid phase, including preparing of contract documents, shop drawing review, pay application processing, construction inspection, and final project close-out documents.

Agreement Summary:

Original agreement amount:	<u>\$30,000.00</u>
Net change for prior amendments:	<u>\$ ---</u>
This amendment amount:	<u>\$ 6,500.00</u>
Adjusted Agreement amount:	<u>\$36,500.00</u>

Change in time for services (days or date, as applicable): **N/A**

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

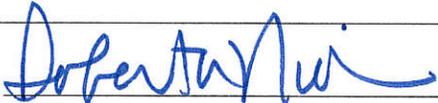
OWNER: **City of Oskaloosa, Iowa**

ENGINEER: **Garden & Associates, LTD.**

By: _____
Print
name: **David Krutzfeldt**

Title: **Mayor**

Date Signed: _____

By: 
Print
name: **Robert A. Nielsen, P.E.**

Title: **President**

Date Signed: **7/29/16**



City Council Communication

Meeting Date: August 15, 2016

Requested By: Public Works Dept.

Item Title: CONSENT AGENDA

Consider a resolution approving and directing the city attorney to initiate condemnation proceedings for four (4) properties located within the City of Oskaloosa.

Explanation:

The City of Oskaloosa has completed the design of sanitary and storm sewer improvements for various locations throughout the city. The construction of the improvements was expected to be completed in 2015, however the city has been unsuccessful in its efforts to negotiate in good faith the acquisition of the necessary permanent and temporary easements from the following property owners:

1. Nick Williams for the property located in the 1200 block of 3rd Avenue West
2. Kathy Gordon, Natalie McCombs, and Nicole Arends for 1205 1st Avenue West
3. David and Carol Polkowske for 413 K Avenue West
4. Janet Robbins and Martha Arizumi for 813 Penn Blvd.

As a result of the unsuccessful negotiations for acquisition, the city must enter the condemnation process in order to continue the necessary sanitary and storm sewer improvement project. This item sets forth the City Council's direction to staff on this matter and if approved, will formally initiate the condemnation proceeding with the property owners.

Staff Recommendation:

Staff recommends that the City Council approve the resolution to proceed with the condemnation of the above mentioned properties.

Budget Consideration:

Funding for this item has been specifically approved in the FY 2017 sanitary and storm sewer budget as the 2015 Sanitary and Storm Sewer Improvements Project. All costs associated with the condemnation process will be paid from the project funds.

Attachments:

Resolution, Easements, Condemnation Process Document

RESOLUTION NO. _____

**RESOLUTION TO PROCEED BY EMINENT DOMAIN PURSUANT TO IOWA CODE §6B.2C TO
CONDEMN REAL ESTATE IN OSKALOOSA IOWA FOR THE PURPOSES OF SANITARY AND STORM
SEWER IMPROVEMENTS**

WHEREAS the City has implemented plans to replace sanitary and storm sewer in various locations throughout the city of Oskaloosa, Iowa; and

WHEREAS there is a reasonable expectation that the City will be able to achieve its public purpose and comply with all applicable standards for the same; and

WHEREAS the laws of the State of Iowa require the passage of a resolution by the City prior to its implementation of eminent domain by condemnation proceeding pursuant to the Code.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Oskaloosa, Iowa that the City approves proceeding by eminent domain pursuant to the laws of the State of Iowa to condemn the following properties as may be necessary for the sanitary and storm sewer improvement project:

1. The property located in the 1200 block of 3rd Avenue West owned by Nick Williams
2. 1205 1st Avenue West owned by Kathy Gordon, Natalie McCombs, and Nicole Arends
3. 413 K Avenue West owned by David and Carol Polkowske
4. 813 Penn Blvd. owned by Janet Robbins and Martha Arizumi

PASSED AND APPROVED this ____ day of _____ 2016.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

CONDEMNATION OUTLINE

1. The Council determines by resolution that it wishes to proceed by eminent domain to acquire property.
2. The City obtains a lien search to confirm names of title holders, lien holders, and persons in possession.
3. The City obtains an appraisal of the property before initiation of negotiations with owners. The owners must be notified and given an opportunity to accompany the appraisers during the appraisal. Where only part of a parcel is taken, the measure of damages is the difference between fair market value of the entire tract immediately before and after condemnation. The same rule applies to easements.
4. A copy of the appraisal results must be sent by ordinary mail to the property owners at least 10 days prior to the time they are contacted to begin negotiations.
5. The City must make a good faith effort to negotiate with the owners to purchase the interest. The City cannot offer to purchase for less than the fair market value established by the appraisal. The City must pay the attorney's fees of the owners if the value ultimately established at condemnation exceeds 110% of the final offer by the city prior to condemnation.
6. A written Application is filed with the Chief Judge of the District Court for condemnation proceeds to commence, with the contents as set forth in Code §6B.3.
7. The Application is personally served upon the owners (or sent by certified mail and published).
8. A copy of the Application is recorded with the County Recorder.
9. The Chief Judge selects by lot the names of six commissioners to view the property.
10. A copy of the list of commissioners appointed is served upon the owners (or sent by certified mail and published).
11. The Sheriff contacts the commissioners named; gives the instructions of their duties; and coordinates a meeting for the commissioners. The Sheriff also secures written oaths from the commissioners.
12. The City supplies an affidavit to the Sheriff setting forth its most recent offer to the owners.
13. The owners are personally served with not less than 30 days notice of the date of the meeting for of the commissioners for viewing the premises and assessing the damages. The City and the owners appear before the commissioners at that time and present their evidence. The commissioners meet in closed session to reach their decision.
14. The Sheriff notifies the parties by mail of the decision, which becomes final unless appealed within thirty days.
15. After the filing of the decision, the City may take possession of the ground and proceed with the improvements by depositing with the Sheriff the amount assessed.

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

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2016, by and between Howard Gordon and Kathy Gordon, husband and wife herein called "Grantors" and the City of Oskaloosa Iowa, herein called "Grantee".

NOW WHEREAS Grantors are the owners and holders of record title to certain real estate in Mahaska County Iowa, and wish to grant to Grantee an Easement as set forth herein;

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

1. Grantors hereby grant, bargain, sell, transfer, and convey unto Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a storm sewer line and sanitary sewer line over, across, and through land of the Grantors situated in Mahaska County, State of Iowa, legally described as follows:

A Permanent Easement across the West 6 feet of Lot 11 in Lord and Anderson's Addition to the City of Oskaloosa, Mahaska County, Iowa; and a Temporary Construction Easement across the North 40 feet of the West 20 feet of said Lot 11.

2. The above described easements are specifically denoted, designated, and illustrated in Exhibit "A" attached hereto, which is incorporated herein by reference.

3. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantors or their successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantors or their successors or assigns.
4. The grant and provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, and its successors and assigns.

IN WITNESS WHEREOF the parties have affixed their signatures on the date above written.

 HOWARD GORDON
 GRANTOR

 KATHY GORDON
 GRANTOR

CITY OF OSKALOOSA IOWA
 By: _____
 GRANTEE

Title: _____

STATE OF IOWA)
 COUNTY OF MAHASKA)ss:

This instrument was acknowledged before me on the ____ day
 of _____ 2016, by the above named Grantors.

 NOTARY PUBLIC

STATE OF IOWA)
 COUNTY OF MAHASKA)ss:

This instrument was acknowledged before me on the ____ day
 of _____ 2016, by the above named Grantee.

 NOTARY PUBLIC



GARDEN & ASSOC.

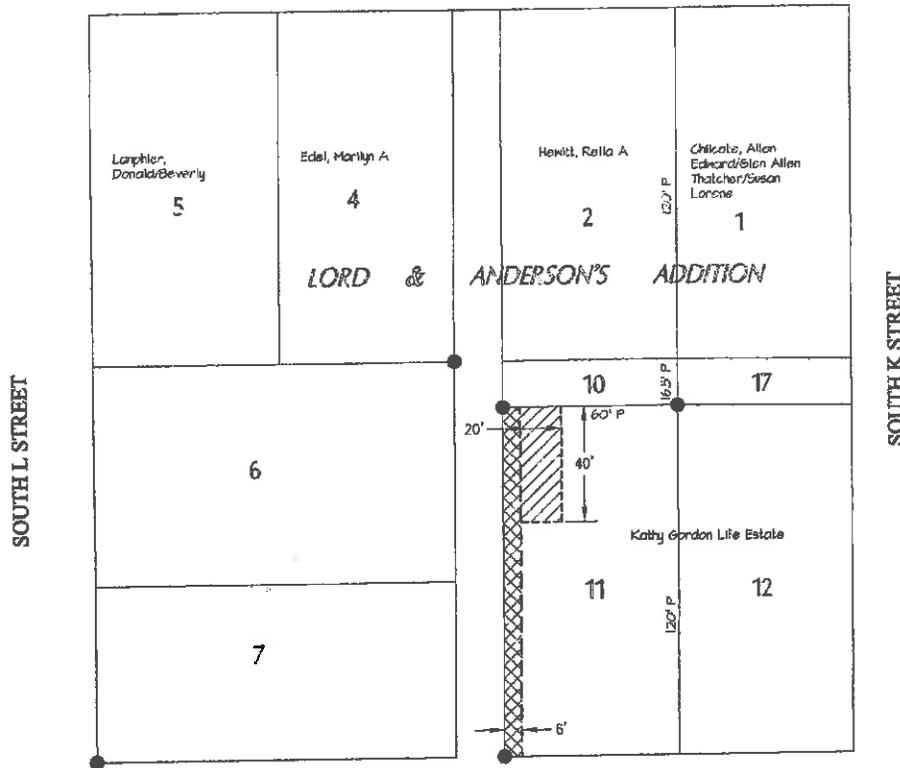
P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

EASEMENT

A Permanent Easement across the West 6 feet of Lot 11 in Lord and Anderson's Addition to the City of Oskaloosa, Mahaska County, Iowa.

A Temporary Construction Easement across the North 40 feet of the West 20 feet of said Lot 11.

HIGH AVE WEST



1 Inch = 50 ft.



= PERMANENT EASEMENT AREA



= TEMPORARY CONSTRUCTION EASEMENT AREA

● = PROPERTY CORNER FOUND

EASEMENT NO. 11

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Randal J. Nugteren
Randal J. Nugteren, P.L.S. Date

License number: 14418

My license renewal date is December 31, 2016

Pages or sheets covered by this seal:



KATHY GORDON LIFE ESTATE
LOT 11, LORD & ANDERSON'S
ADDITION
CITY OF OSKALOOSA, IOWA

DATE: 06/15 DRN. KJR APP.

FLD.BK. NA PROJ.NO. 3015033

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

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2015, by and between Nick Williams, a single person, herein called "Grantor" and the City of Oskaloosa Iowa, herein called "Grantee".

NOW WHEREAS Grantor is the owner and holder of record title to certain real estate in Mahaska County Iowa, and wish to grant to Grantee an Easement as set forth herein;

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

1. Grantor hereby grants, bargains, sells, transfers, and conveys unto Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a storm sewer line and sanitary sewer line over, across, and through land of the Grantor situated in Mahaska County, State of Iowa, legally described as follows:

A 20 foot wide Permanent Easement being 10 feet on each side of the following described centerline across part of Lot 46 of Ninde, Williams & Co.'s Addition to the City of Oskaloosa, Mahaska County, Iowa. Said centerline is more particularly described as follows: Beginning at a point on the South line of said Lot 46 which is S 89° 39' 25" E 106.56 feet from the Southwest corner thereof; thence N 05° 34' 10" W 449.01 feet; thence N 35° 43' 05" W 109.64 feet to a point on the West line of said Lot 46 which is S

00° 06' 35" E 13.02 feet from the Northwest corner thereof and terminating thereat. Also a 20 foot wide Permanent Easement being 10 feet on each side of the following described centerline across part of said Lot 46. Said centerline is more particularly described as follows: Commencing at a point on the South line of said Lot 46 which is N 89° 39' 25" W 106.56 feet from the Southwest corner thereof; thence N 05° 34' 10" W 449.01 feet to the Point of Beginning; thence S 89° 59' 50" W 63.84 feet to a point on the West line of said Lot 46 which is S 00° 06' 35" E 102.04 feet from the Northwest corner thereof and terminating thereat. The West line of said Lot 46 is assumed to bear S 00° 06' 35" E for the purposes of this description. Also a Temporary Construction Easement across all of said Lot 46 except the East 39.3 feet of the North 120 feet thereof and across the South 150 feet of the West 20 feet of Lot 45 of said Addition.

2. The above described easements are specifically denoted, designated, and illustrated in Exhibit "A" attached hereto, which is incorporated herein by reference.
3. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor or their successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor or their successors or assigns.
4. The grant and provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, and its successors and assigns.

IN WITNESS WHEREOF the parties have affixed their signatures on the date above written.

NICK WILLIAMS
GRANTOR

CITY OF OSKALOOSA IOWA

By: _____ Title: _____
GRANTEE

STATE OF IOWA)
COUNTY OF MAHASKA)ss:

This instrument was acknowledged before me on the ____ day
of _____ 2015, by the above named Grantor.

NOTARY PUBLIC

STATE OF IOWA)
COUNTY OF MAHASKA)ss:

This instrument was acknowledged before me on the ____ day
of _____ 2015, by the above named Grantee.

NOTARY PUBLIC



GARDEN & ASSOC. P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

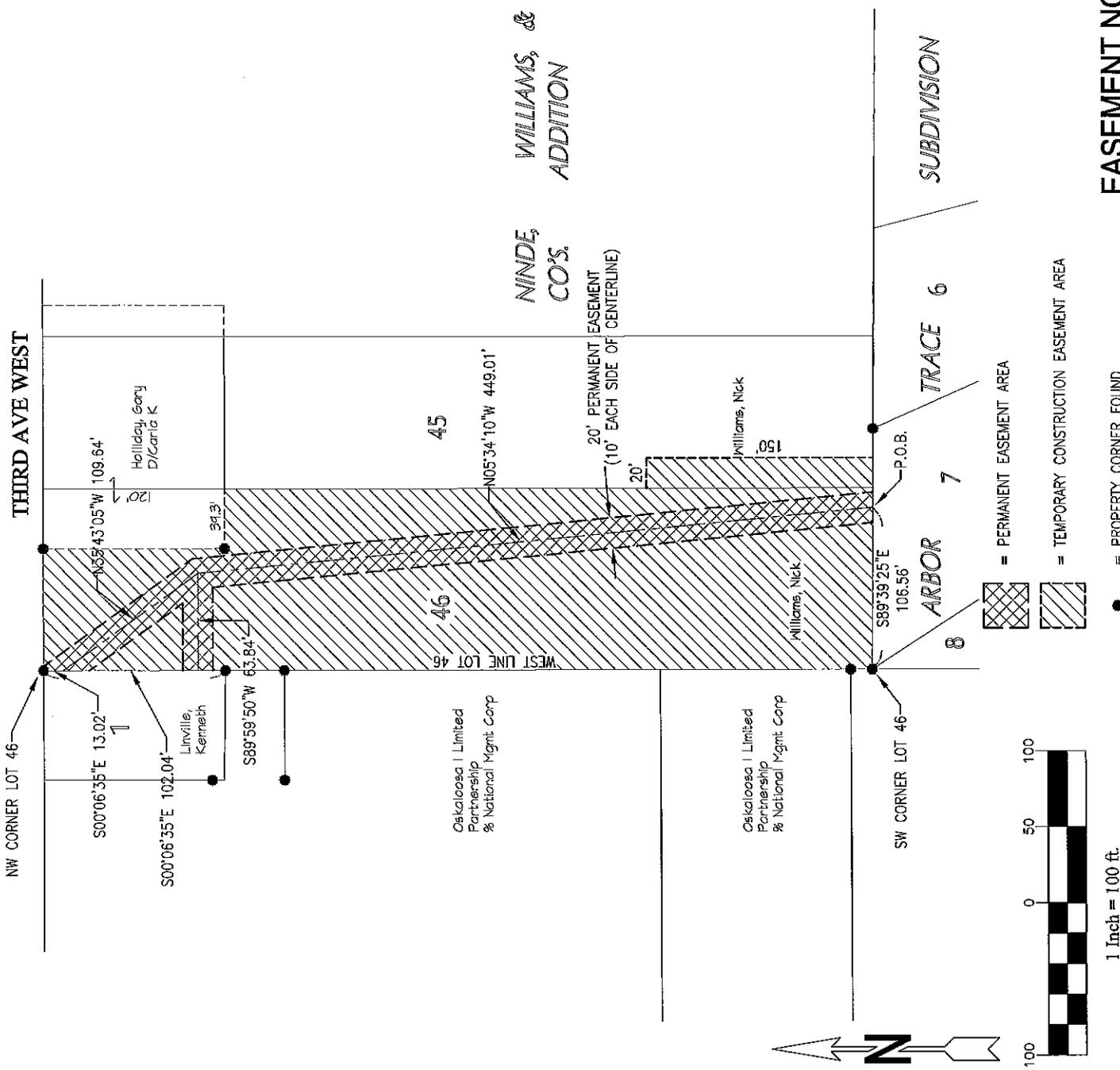
EASEMENT

A 20 foot wide Permanent Easement being 10 feet on each side of the following described centerline across part of Lot 46 of Ninde, Williams & Co.'s Addition to the City of Oskaloosa, Mahaska County, Iowa. Said centerline is more particularly described as follows: Beginning at a point on the South line of said Lot 46 which is S 89° 39' 25" E 106.56 feet from the Southwest corner thereof; thence N 05° 34' 10" W 449.01 feet; thence N 35° 43' 05" W 109.64 feet to a point on the West line of said Lot 46 which is S 00° 06' 35" E 13.02 feet from the Northwest corner thereof and terminating thereat.

Also a 20 foot wide Permanent Easement being 10 feet on each side of the following described centerline across part of said Lot 46. Said centerline is more particularly described as follows: Commencing at a point on the South line of said Lot 46 which is N 89° 39' 25" W 106.56 feet from the Southwest corner thereof; thence N 05° 34' 10" W 449.01 feet to the Point of Beginning; thence S 89° 59' 50" W 63.84 feet to a point on the West line of said Lot 46 which is S 00° 06' 35" E 102.04 feet from the Northwest corner thereof and terminating thereat.

The West line of said Lot 46 is assumed to bear S 00° 06' 35" E for the purposes of this description.

Also a Temporary Construction Easement across all of said Lot 46 except the East 39.3 feet of the North 120 feet thereof and across the South 150 feet of the West 20 feet of Lot 45 of said Addition.



EASEMENT NO. 2

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Randal J. Nugteren June 11, 2015 Date
 Randal J. Nugteren, P.L.S. License number: 14416

My license renewal date is December 31, 2016
 Pages or sheets covered by this seal:



**NICK WILLIAMS
 LOT 46 OF NINDE, WILLIAMS
 & CO'S. ADDITION
 CITY OF OSKALOOSA, IOWA**

DATE: 06/15	DRN. KJR	APP.
FLD.BK. NA	PROJ.NO. 3015033	

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2015, by and between David M. Polkowske and Carol J. Polkowske, husband and wife, herein called "Grantors" and the City of Oskaloosa Iowa, herein called "Grantee".

NOW WHEREAS Grantors are the owners and holders of record title to certain real estate in Mahaska County Iowa, and wish to grant to Grantee an Easement as set forth herein;

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

1. Grantors hereby grant, bargain, sell, transfer, and convey unto Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a storm sewer line and sanitary sewer line over, across, and through land of the Grantors situated in Mahaska County, State of Iowa, legally described as follows:

A 20 foot wide Permanent Easement being 10 feet on each side and a 60 foot wide Temporary Construction Easement being 30 feet on each side of the following described centerline across part of Lots 10 & 11 of Block 14 of Penn College Addition to the City of Oskaloosa, Mahaska County, Iowa. Said centerline is more particularly described as follows: Beginning at a point on the East line of said Lot 10 which is S 00° 46' 55" E 118.77 feet from the Northeast corner thereof; thence S 88° 49'

55" W 12.19 feet; thence S 89° 07' 45" W 108.18 feet to the West line of said Lot 11 and terminating thereat. The East line of said Lot 10 is assumed to bear S 00° 46' 55" E for the purposes of this description.

2. The above described easements are specifically denoted, designated, and illustrated in Exhibit "A" attached hereto, which is incorporated herein by reference.
3. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantors or their successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantors or their successors or assigns.
4. The grant and provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, and its successors and assigns.

IN WITNESS WHEREOF the parties have affixed their signatures on the date above written.

DAVID M. POLKOWSKE
GRANTORS

CAROL J. POLKOWSKE

CITY OF OSKALOOSA IOWA

By: _____
GRANTEE

Title: _____

STATE OF IOWA)
COUNTY OF MAHASKA)ss:

This instrument was acknowledged before me on the ____ day of _____ 2015, by the above named Grantors.

NOTARY PUBLIC

STATE OF IOWA)
COUNTY OF MAHASKA)ss:

This instrument was acknowledged before me on the ____ day
of _____ 2015, by the above named Grantee.

NOTARY PUBLIC

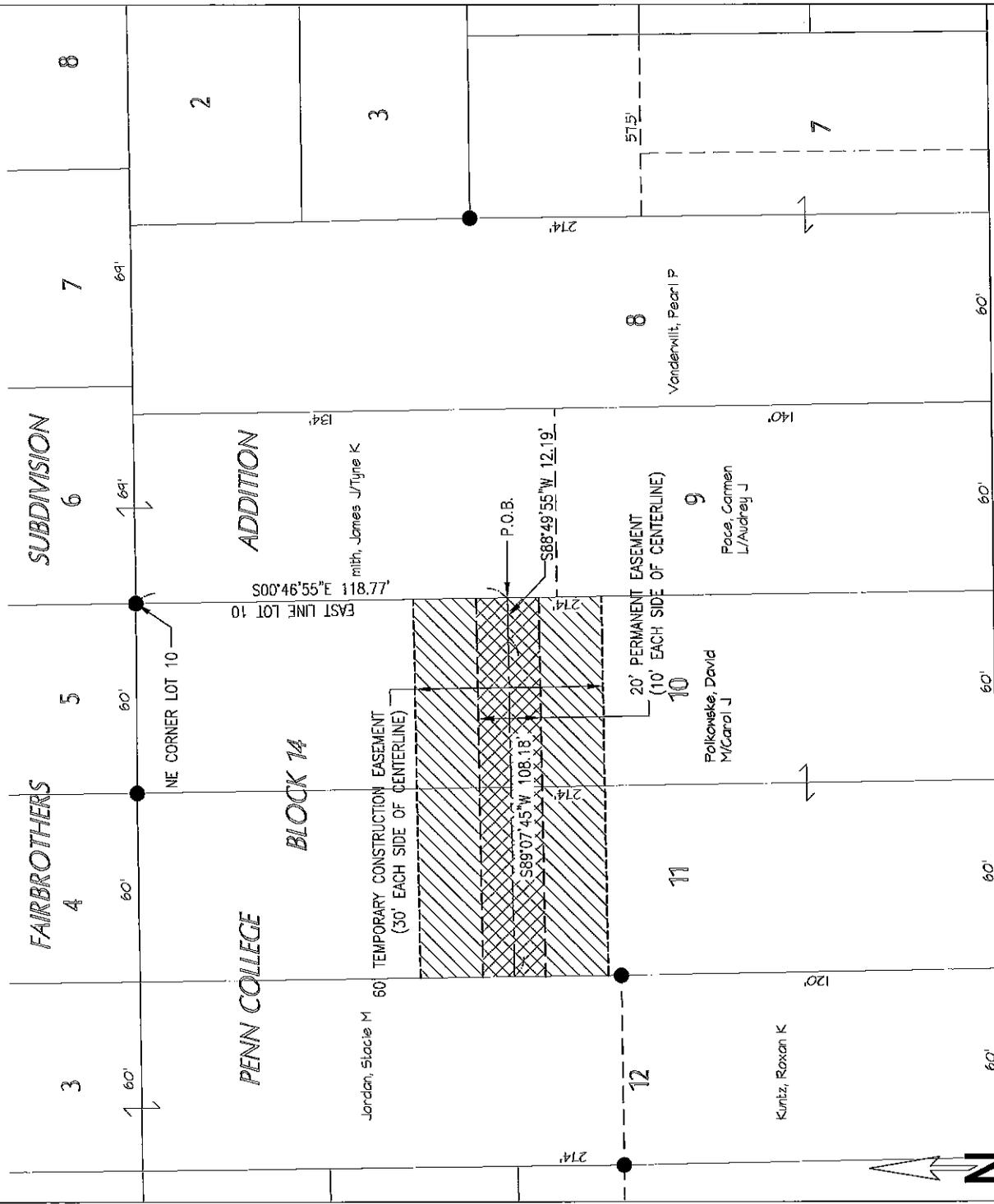


GARDEN & ASSOC. P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

EASEMENT

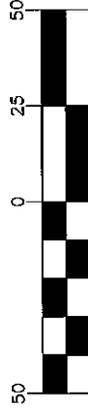
A 20 foot wide Permanent Easement being 10 feet on each side and a 60 foot wide Temporary Construction Easement being 30 feet on each side of the following described centerline across part of Lots 10 & 11 of Block 14 of Penn College Addition to the City of Oskaloosa, Mahaska County, Iowa. Said centerline is more particularly described as follows: Beginning at a point on the East line of said Lot 10 which is S 00° 46' 55" E 118.77 feet from the Northeast corner thereof; thence S 88° 49' 55" W 12.19 feet; thence S 89° 07' 45" W 108.18 feet to the West line of said Lot 11 and terminating thereat.

The East line of said Lot 10 is assumed to bear S 00° 46' 55" E for the purposes of this description.



K AVE WEST

-  = PERMANENT EASEMENT AREA
-  = TEMPORARY CONSTRUCTION EASEMENT AREA
-  = PROPERTY CORNER FOUND



EASEMENT NO. 30

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Randal J. Nugteren June 11, 2015 Date
 Randal J. Nugteren, P.L.S. License number: 14416



DAVID M. & CAROL J. POLKOWSKE
 LOTS 10 AND 11 OF BLOCK 14,
 PENN COLLEGE ADDITION
 CITY OF OSKALOOSA, IOWA

DATE:	06/15	DRN.	KJR	APP.
FLD.BK.	NA	PROJ.NO.	3015033	

My license renewal date is December 31, 2016
 Pages or sheets covered by this seal:

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

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2016, by and between Janet Linda Robbins and Martha Robbins Arizumi, herein called "Grantors" and the City of Oskaloosa Iowa, herein called "Grantee".

NOW WHEREAS Grantors are the owners and holders of record title to certain real estate in Mahaska County Iowa, and wish to grant to Grantee an Easement as set forth herein;

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

1. Grantors hereby grant, bargain, sell, transfer, and convey unto Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a storm sewer line and sanitary sewer line over, across, and through land of the Grantors situated in Mahaska County, State of Iowa, legally described as follows:

A Permanent Easement across a part of Lot 1 and the North 9'-4" of the East 71 feet of Lot 2, all in Block 14 of Penn College Addition to the City of Oskaloosa, Mahaska County, Iowa, being more particularly described as follows: Beginning at the Southeast corner of said part of Lot 2; thence S 89° 13' 25" W 40.0 feet along the South line thereof; thence N 51° 08' 00" E 50.80 feet to the East line of said Lot 1; thence S 00° 49' 15" E 31.34 to the point of beginning. Also, a Temporary Construction Easement

across a part of said Lot 1 and the North 9'-4" of the East 71 feet of said Lot 2 being more particularly described as follows: Beginning at the Southeast corner of said part of Lot 2; thence S 89° 13' 25" West 71 feet to the Southwest corner thereof; thence N 00° 48' 40" W 5 feet; thence N 51° 08' 00" E 26.92 feet; thence N 89° 13' 25" E 28.76 feet; thence N 01° 15' 05" W 22.15 feet; thence N 89° 13' 25" E 21.16 feet to the East line of said Lot 1; thence S 00° 49' 15" E 43.72 feet to the Point of Beginning. The South line of said part of Lot 2 is assumed to bear S 89° 13' 25" W for the purposes of this description.

2. The above described easements are specifically denoted, designated, and illustrated in Exhibit "A" attached hereto, which is incorporated herein by reference.
3. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantors or their successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantors or their successors or assigns.
4. The grant and provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, and its successors and assigns.

IN WITNESS WHEREOF the parties have affixed their signatures on the date above written.

JANET LINDA ROBBINS
GRANTORS

MARTHA ROBBINS ARIZUMI

CITY OF OSKALOOSA IOWA

By: _____
GRANTEE

Title: _____

STATE OF IOWA)
COUNTY OF MAHASKA)ss:

 This instrument was acknowledged before me on the ____ day
of _____ 2016, by the above named Grantors.

NOTARY PUBLIC

STATE OF IOWA)
COUNTY OF MAHASKA)ss:

 This instrument was acknowledged before me on the ____ day
of _____ 2016, by the above named Grantee.

NOTARY PUBLIC



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

EASEMENT

A Permanent Easement across a part of Lot 1 and the North 9'-4" of the East 71 feet of Lot 2, all in Block 14 of Penn College Addition to the City of Oskaloosa, Mahaska County, Iowa, being more particularly described as follows: Beginning at the Southeast corner of said part of Lot 2; thence S 89° 13' 25" W 40.0 feet along the South line thereof; thence N 51° 08' 00" E 50.80 feet to the East line of said Lot 1; thence S 00° 49' 15" E 31.34 feet to the Point of Beginning.

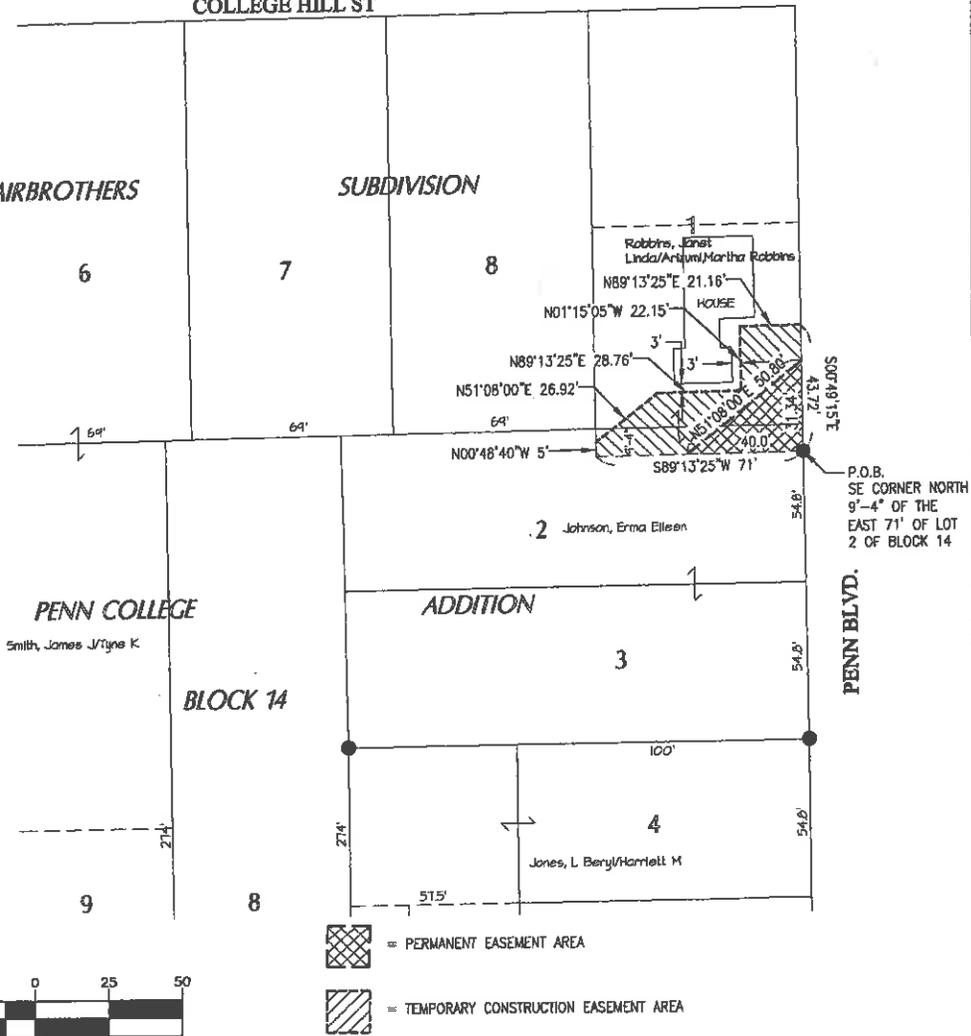
Also, a Temporary Construction Easement across a part of said Lot 1 and the North 9'-4" of the East 71 feet of said Lot 2 being more particularly described as follows: Beginning at the Southeast corner of said part of Lot 2; thence S 89° 13' 25" West 71 feet to the Southwest corner thereof; thence N 00° 48' 40" W 5 feet; thence N 51° 08' 00" E 26.92 feet; thence N 89° 13' 25" E 28.76 feet; thence N 01° 15' 05" W 22.15 feet; thence N 89° 13' 25" E 21.16 feet to the East line of said Lot 1; thence S 00° 49' 15" E 43.72 feet to the Point of Beginning.

The South line of said part of Lot 2 is assumed to bear S 89° 13' 25" W for the purposes of this description.

COLLEGE HILL ST

FAIRBROTHERS

SUBDIVISION



EASEMENT NO. 24

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

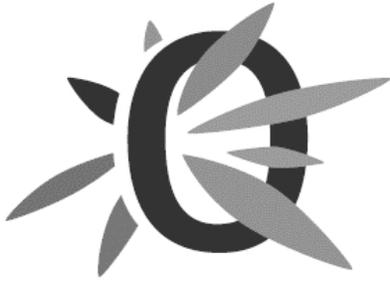
Randal J. Nugteren March 3, 2016
Randal J. Nugteren, P.L.S.
License number: 14416

My license renewal date is December 31, 2016
Pages or sheets covered by this seal:



JANET LINDA ROBBINS & MARTHA ROBBINS ARIZUMI
LOTS 1 & 2 OF BLOCK 14
PENN COLLEGE ADDITION
CITY OF OSKALOOSA, IOWA

DATE: 06/15	DRN: KJR	APP:
FLD.BK: NA	PROJ.NO: 3015033	



City Council Communication
Meeting Date: August 15, 2016

Item Title: REGULAR AGENDA

Explanation:

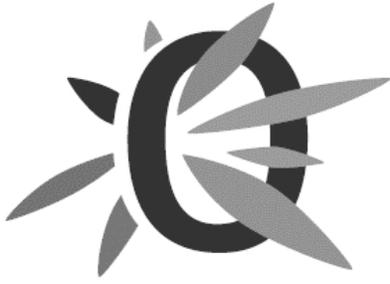
The following agenda items require specific action by the City Council.

Budget Consideration:

Not applicable.

Attachments:

None.



City Council Communication

Meeting Date: August 15, 2016

Requested By: City Clerk/Finance Department

Item Title: PUBLIC HEARING

Consider a resolution levying a special assessment against private property for emergency abatement of a property located at 610 North C 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 BC Investments LLC and T Liabra Lera LLC located at 610 North C Street, Oskaloosa, Iowa, for repairs to remedy and correct building conditions 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:

\$999.00 revenue to the General Fund to offset expenses related to the services performed, plus \$742.00 in interest.

Attachments:

Resolution
Pictures

RESOLUTION NO. _____

RESOLUTION LEVYING A SPECIAL ASSESSMENT AGAINST PRIVATE PROPERTY FOR EMERGENCY ABATEMENT OF A PREMISES LOCATED AT 610 NORTH C 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 complete an emergency abatement 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 BC Investments LLC and T Liabra Lere LLC to immediately commence repairs to remedy and correct building conditions for the property at 610 North C 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 an emergency abatement to be completed and wishes to assess the costs thereof for collection at the property owned by BC Investments LLC and T Liabra Lere LLC, 610 North C Street, Oskaloosa, Iowa, legally described as:

W 65.8' Lot 10 Blk 3 Crookhams 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 August 15, 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 BC Investments LLC and T Liabra Lere LLC, 610 North C 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 \$999.00 is hereby levied against the property owned by BC Investments LLC and T Liabra Lere LLC, 610 North C 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 15th day of August, 2016.

(Signatures to follow)

David Krutzfeldt, Mayor

ATTEST:

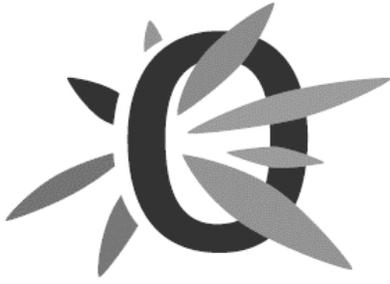
Amy Miller, City Clerk



04 07 2



04 07 2



City Council Communication

Meeting Date: August 15, 2016

Requested By: Fire

Item Title:

Presentation of 2nd Quarter Code Enforcement Report.

Explanation:

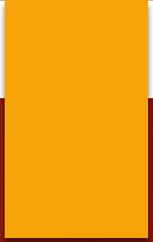
The fire department will give a brief report on code enforcement activities for the 2nd quarter beginning April 1 and ending June 30 of 2016.

Budget Consideration:

None

Attachments:

2nd Quarter presentation



CODE ENFORCMENT

APRIL-JUNE 2016

PROCESS

- ❑ Fire Department receives a complaint.
- ❑ Photos are taken and an attempt to visit with property owner occurs or we leave door tag.
- ❑ Enter all information into system.
- ❑ After three days staff revisits the property noting any changes.
- ❑ Depending on circumstances next step may vary.

PROCESS (cont.)

- ❑ If progress is being made, staff will give additional time to the property owner, usually setting an end date. At times multiple extensions have been granted.
- ❑ If it is a known rental property, staff and or the city attorney will make contact with the owner and advise them of the situation, giving them an opportunity to place corrective actions in motion.

PROCESS (cont.)

- ❑ If no progress is noted, staff will take follow-up photos and prepare documentation to send to the city attorney.
- ❑ Once the city attorney has all necessary documentation he files a municipal infraction with the court and we wait for a hearing date.

2nd Quarter Activity

	Total	Complete	City Attorney
April	11	10	1
May	132	114	18
June	12	10	1
Totals	155	133	21

▶ **85.8% of the violations are resolved without the city attorney taking any action.**

2nd Quarter Activity

	Total	Complete	City Attorney
April			
Hard Surface Parking	4	4	
Junk/Debris Weeds	7	6	1
Totals	11	10	1

2nd Quarter Activity

	Total	Complete	City Attorney
May			
Hard Surface Parking	94	74	9
Junk/Debris Weeds	38	40	9
Totals	132	114	18

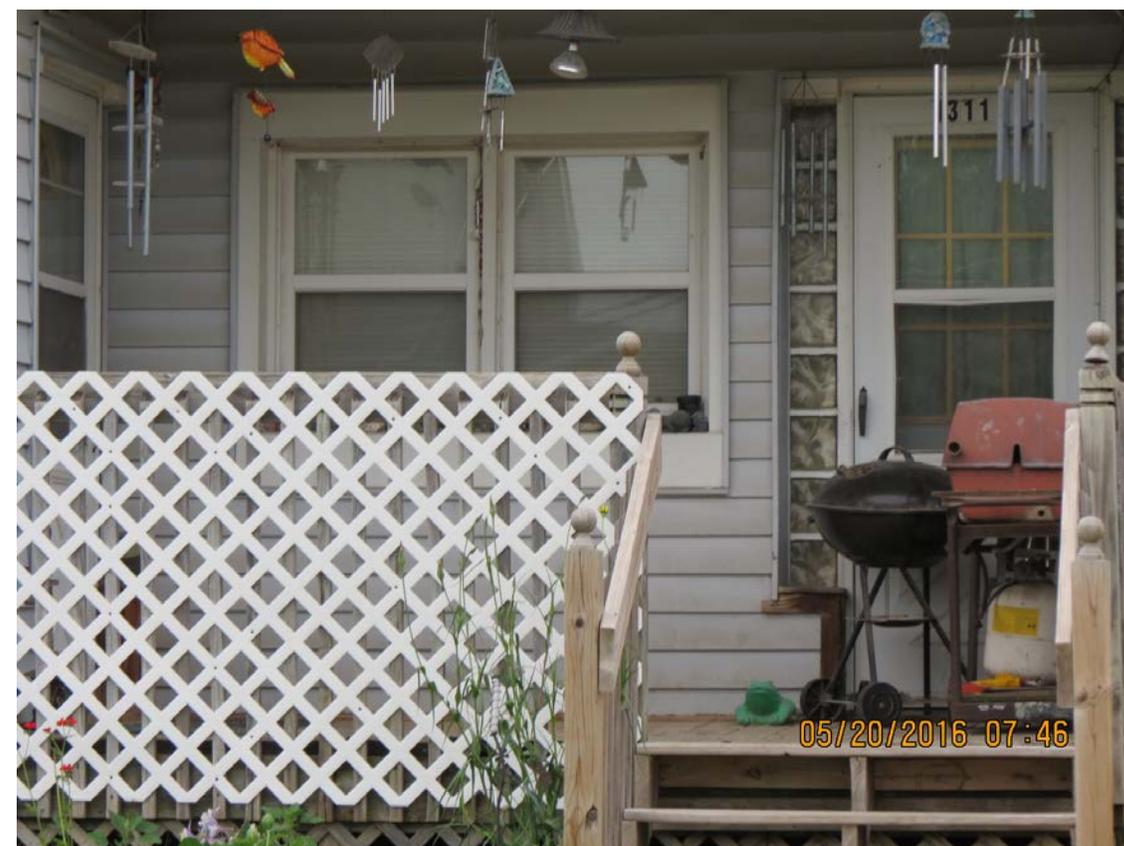
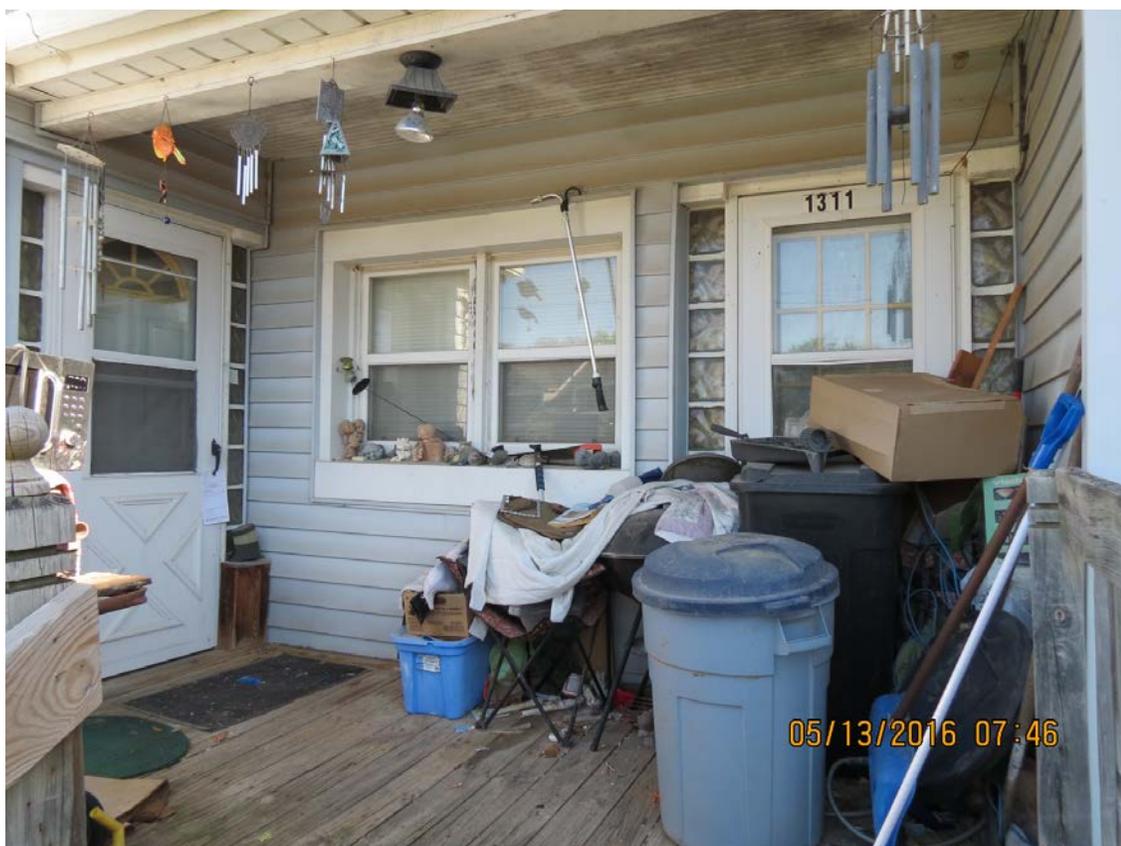
2nd Quarter Activity

	Total	Complete	City Attorney
June			
Hard Surface Parking	4	3	.5
Junk/Debris Weeds	8	7	.5
Totals	12	10	1

Hard surface parking violation.



Garbage and junk on porch.



Salvage and junk in driveway.



Garbage and couch in yard.



Mattress and dryer in yard.



Problem Properties 328 North Market



JULY 2014



MARCH 2016



AUGUST 2016

Problem Properties 315 North F



JULY 2014



AUGUST 2015



JULY 2016

QUESTIONS ???????



City Council Communication

Meeting Date: August 15, 2016

Requested By: Public Works Dept.

Item Title:

Consider a resolution approving the 2016 Downtown Alley Improvement Project.

Explanation:

The 2016 Downtown Alley Improvement Project has been prepared by staff as part of Annual Street Maintenance Repairs and Pavement Preservation (\$100,000 total budgeted for project #2010-72). The scope of the project involves the concrete paving of approximately 500 square yards of the north-south public alley from A Avenue East to High Avenue East between North 2nd Street and North 3rd Street. This project also includes the reconstruction of the south approach of the alley on High Avenue. Currently, the pavement in this alley is a mixture of brick, concrete, gravel, and dirt that is uneven and does not adequately divert water away from the buildings. The estimated cost for this project was \$35,450.00. Competitive quotes for this project were received on Friday, August 5, with the lowest quote being from TK Concrete Inc. for \$30,550.00.

If Council awards this construction contract, then staff recommends authorizing an additional \$4,500.00 (approximately 15% 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 Downtown Alley Improvement Project as presented.

Budget Consideration:

A total of \$35,050.00 from the \$100,000.00 allocated in FY 2017 in the Capital Improvement Plan for Annual Street Maintenance and Pavement Preservation (CIP Project # 2010-72).

Attachments:

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



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF OSKALOOSA APPROVING THE 2016 DOWNTOWN ALLEY IMPROVEMENT PROJECT

WHEREAS, the City Council of the City of Oskaloosa, Iowa, has heretofore deemed it necessary and desirable to approve the 2016 Downtown Alley Improvement 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 amount of \$30,550.00 from TK Concrete Inc. was the lowest responsive, responsible quote; and,

WHEREAS, the City desires to authorize the City Manager to allow \$4,500.00 in contingency for unforeseen construction circumstances.

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

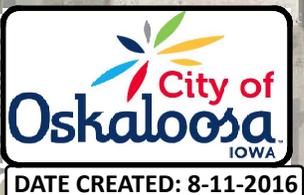
1. The City Council does hereby award the contract to TK Concrete Inc. in the amount of \$30,550.00 and authorizes the Mayor to execute all related contract documents.
2. The City Council authorizes the City Manager to allow a construction contingency of \$4,500.00 for the project during construction as necessary in order to complete this project.

PASSED AND APPROVED this _____ day of August, 2016.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

N Market St (Hwy 63)



2016 Downtown Alley Improvements Project

A Ave E (Hwy 92)

N 1st St

N 2nd St

N 3rd St

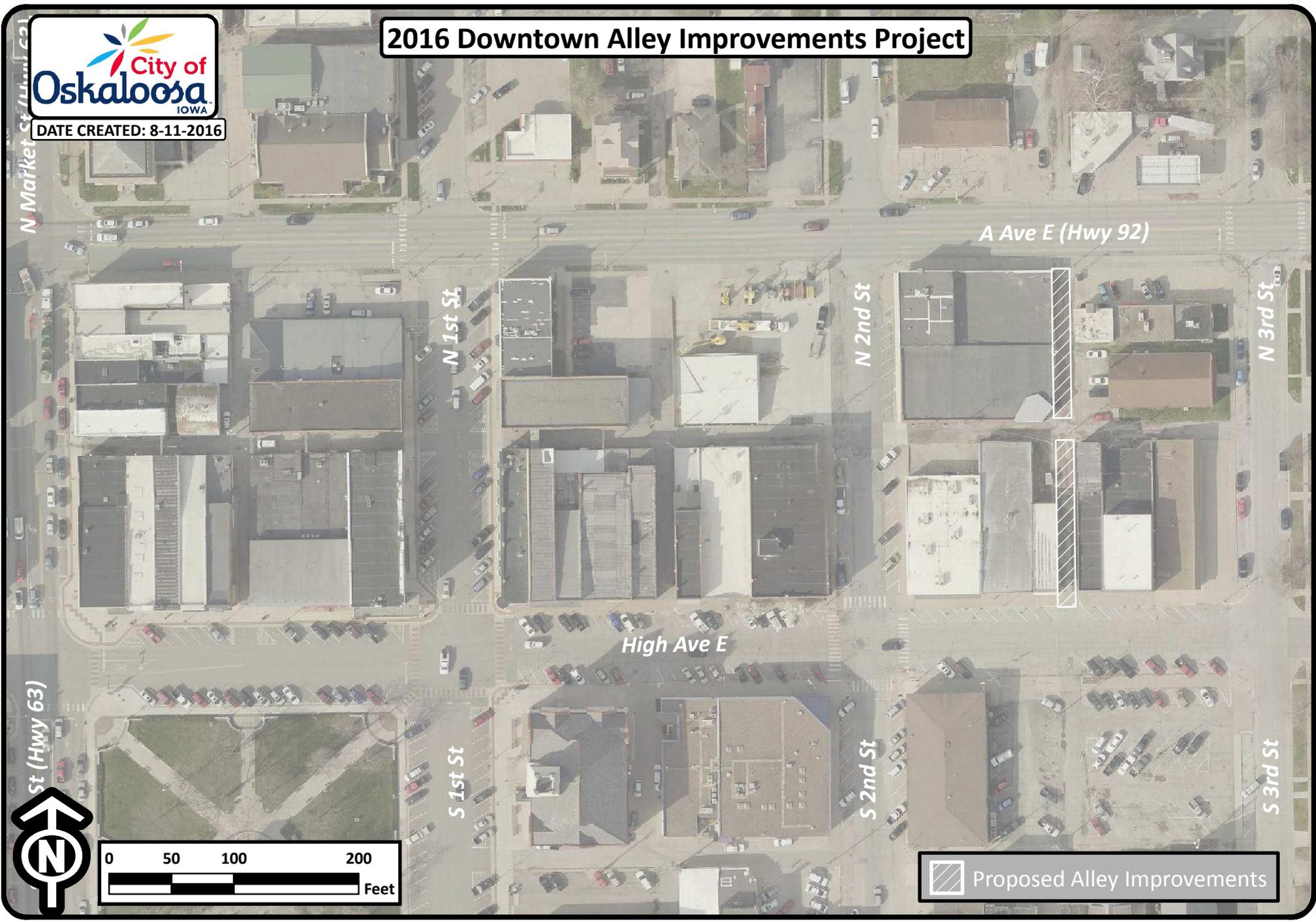
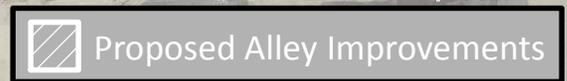
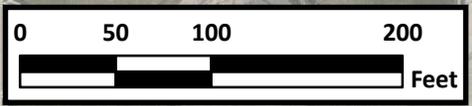
High Ave E

St (Hwy 63)

S 1st St

S 2nd St

S 3rd St





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:** 2016 Downtown Alley Improvement Project
- PROJECT LOCATION:** The north-south alley from A Avenue East to High Avenue East between North 2nd Street and North 3rd Street including the south approach on High Avenue.
- EXCAVATION & PAVEMENT REMOVAL:** Remove and dispose of all existing pavement and other material necessary for the placement of 6" of granular subbase and 6" of new PCC pavement.
- GRANULAR SUBBASE:** Place and compact Class "A" Roadstone or equivalent 6" thick as a subbase for all new PCC pavement.
- PCC PAVEMENT:** Construct 6" thick concrete (C4) pavement. Includes integral curb and gutter when applicable. Alley pavement will slope away from buildings towards the alley center at 2%. Tie into existing concrete pavement with #4 epoxy coated rebar spaced every 30" whenever possible. Place expansion joint along all buildings and around poles and other structures in the alley. Seal all joints. Backfill disturbed areas with rock or topsoil and compact the backfill to grade.



Oskaloosa Public Works Department

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ATTACHMENT B: BID SHEET

PROJECT NAME: 2016 Downtown Alley Improvement Project

PROJECT LOCATION: The north-south alley from A Avenue East to High Avenue East between North 2nd Street and North 3rd Street including the south approach on High Avenue.

CONTRACTOR NAME: _____

SIGNATURE: _____ DATE: _____

ITEM (See Attachment A: Scope of Work for details)	ESTIMATED QUANTITY	UNIT PRICE QUOTE	ITEM TOTALS
Excavation & Pavement Removal: Includes disposal.	165 CY	\$ _____ Per Cubic Yard	\$ _____
Granular Subbase: Includes placement and compaction.	150 TON	\$ _____ Per Ton	\$ _____
PCC Pavement, 6" Thick: Includes all items incidental to concrete pavement construction.	500 SY	\$ _____ Per Square Yard	\$ _____
Performance Bond: (required if the Total Quote is \$25,000 or greater)	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.

Please submit your quote by 4:00 p.m. on Friday, August 5, 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: 2016 Downtown Alley Improvement Project:

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 Location: The north-south alley from A Avenue East to High Avenue East between North 2nd Street and North 3rd Street including the south approach on High Avenue. 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 coordinated with Oskaloosa Water Department staff and completed by October 28, 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 (1) 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

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- 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: _____

DOWNTOWN ALLEY IMPROVEMENT PROJECT COST ESTIMATE

Item	Estimated Quantity	Unit	Unit Price	Item Total
Excavation & Pavement Removal	165	CY	\$30	\$4,950
Granular Subbase	150	TON	\$30	\$4,500
PCC Pavement, 6" Thick	500	SY	\$50	\$25,000
Performance Bond	1	LS	\$1,000	\$1,000
TOTAL ESTIMATED PROJECT COST:				\$35,450

2016 DOWNTOWN ALLEY IMPROVEMENT PROJECT TABULATION OF QUOTES

LOW QUOTE

Item	Quantity	Unit	TK Concrete Inc.		Popson Construction		Onthank Concrete		Advanced Concrete	
			Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Excavation & Pavement Removal	165	CY	\$20.00	\$3,300.00	\$25.45	\$4,199.25	\$27.50	\$4,537.50	\$30.00	\$4,950.00
Granular Subbase	150	TON	\$25.00	\$3,750.00	\$24.67	\$3,700.50	\$25.00	\$3,750.00	\$30.00	\$4,500.00
PCC Pavement, 6" Thick	500	SY	\$45.00	\$22,500.00	\$45.00	\$22,500.00	\$45.00	\$22,500.00	\$50.00	\$25,000.00
Performance Bond	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00
Quote Totals:				\$30,550.00		\$31,399.75		\$32,037.50		\$35,450.00



City Council Communication

Meeting Date: August 15, 2016

Requested By: City Manager's Office

Item Title:

Consider a resolution approving and authorizing execution of an amendment to the Development Agreement between the city and Oskaloosa Downtown Development, LLC.

Explanation:

The city council previously approved a Development Agreement with the Oskaloosa Downtown Development, LLC ("ODD") on October 19, 2015 for the purpose of providing \$500,000 in the form of a grant using Tax Increment Financing revenue funds. In return for the grant, ODD committed to construct certain Minimum Improvements consisting of the blighted, fire-damaged structure known as the Swim's building, more particularly described as the reconstruction of a commercial/residential mixed use building with the first floor remaining commercial and the second floor being turned into apartments, together with all related site improvements, as outlined in the current Development Agreement.

ODD has submitted a request to the city for an amendment to the term of the Development Agreement. The Amendment provides additional time to construct the Minimum Improvements, moving the compliance date from "December 31, 2016" to "October 1, 2017".

In addition, the Annual Certification process needs to be modified to match the change in the timeline to complete the Minimum Improvements.

ODD has stated the additional time is necessary as they are now working with the adjoining property owners to construct, renovate, or reconstruct additional residential units within the entire block (Evans Block). ODD representatives will be on-hand to provide additional development plans to the city council.

Budget Consideration:

No additional financial impact is anticipated with the approval of the requested amendment to the Development Agreement with ODD, as the impact has been previously taken into account when the original Agreement was approved.

Attachments:

1. Resolution
2. Amendment to the Development Agreement

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN
AMENDMENT TO THE AGREEMENT FOR PRIVATE DEVELOPMENT
BY AND BETWEEN THE CITY OF OSKALOOSA, AND OSKALOOSA
DOWNTOWN DEVELOPMENT, LLC**

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, and Oskaloosa Downtown Development, LLC (the "Developer") previously entered into that certain Agreement for Private Development dated the 19th day of October, 2015 ("Agreement") wherein the Developer agreed to construct certain Minimum Improvements on property located within the Urban Renewal Area; and

WHEREAS, due to delays with the Project, the City and Developer now desire to amend the Agreement to extend the timeline for completion of the Project by approximately nine months; 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 Amendment 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 Amendment 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

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 Amendment, including but not limited to making of loans and grants to the Developer in connection with the development of the Development Property under the terms set forth in the Amendment, 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 Amendment 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 Amendment, 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 Amendment 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 Amendment, 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 Amendment as executed.

PASSED AND APPROVED this 15th day of August, 2016.

Mayor

ATTEST:

City Clerk

AMENDMENT TO AGREEMENT FOR PRIVATE DEVELOPMENT

DEVELOPER: Oskaloosa Downtown Development, LLC
AMENDMENT NUMBER: One
EFFECTIVE DATE: August__, 2016

THIS AMENDMENT TO AGREEMENT FOR PRIVATE DEVELOPMENT is made by and between the CITY OF OSKALOOSA, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, as amended ("Urban Renewal Act") AND OSKALOOSA DOWNTOWN DEVELOPMENT, LLC ("Developer").

WHEREAS, pursuant to the Agreement for Private Development ("Agreement"), Developer has undertaken the project of stabilizing, restoring, and reconstructing a building located in the Urban Renewal Area, (the "Development Property"); and

WHEREAS, the renovation of the Development Property is a blight remediation project which will alleviate the blighted condition of the deteriorating property which was heavily damaged by fire and will benefit the City economically through increased property tax generation, and will otherwise provide economic growth; and

WHEREAS, the Developer has requested an amendment of the Agreement to extend the period of time by which Developer is required to meet its obligations under the Agreement; and

WHEREAS, the City Council has approved the Developer's requested amendment to the Agreement, effective as of the Effective Date stated above.

NOW, THEREFORE, the Agreement is amended as follows:

1. **EXTENSION OF PERIOD TO CONSTRUCT MINIMUM IMPROVEMENTS.** All references to the date by which the Minimum Improvements must be constructed in Section 1.1, Section 2.2(j), Section 3.3, and Section 6.7 shall be changed from "December 31, 2016" to "October 1, 2017".
2. **ANNUAL CERTIFICATION.**
 - a) Section 6.7 shall be deleted in its entirety and replaced with the following:

Section 6.7. **Annual Certification.** To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall provide to the City at the times specified below: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) for the certification due October 1, 2017, certification that the

Minimum Improvements, including stabilization and all required demolition at the Development Property, are fully complete; and (iii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or 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 certificate, unless otherwise disclosed. Such statement, proof and certificate shall be provided not later than October 1, 2016 and October 1, 2017. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit D for form required for Developer's Annual Certification.

b) The Developer Annual Certification is deleted in its entirety and replaced with the Exhibit attached hereto as Exhibit A.

3. ECONOMIC DEVELOPMENT GRANTS. Section 8.2 is deleted in its entirety and replaced with the following:

Section 8.2. Timing of Economic Development Grants. The City intends to make two Economic Development Grants to Developer on the following schedule:

a. First Economic Development Grant. Assuming Developer is in compliance with all terms and conditions of this Agreement, Developer is eligible for the first Economic Development Grant in the amount of \$250,000 on or about June 1 of 2017.

b. Second Economic Development Grant. Assuming Developer is in compliance with all terms and conditions of this Agreement, and the Minimum Improvements were fully constructed by October 1, 2017, Developer is eligible for the second Economic Development Grant in the amount of \$250,000 on or about June 1 of 2018.

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.

Unless otherwise indicated, all terms used in this Amendment shall have the same meanings and definitions as provided in the Agreement.

Except as otherwise revised above, the terms, provisions, and conditions of the Agreement and related exhibits shall remain unchanged and are in full force and effect:

[signature page follows]

DEVELOPER

**OSKALOOSA DOWNTOWN
DEVELOPMENT, LLC**

By: _____
Jim Hansen, Manager

(SEAL)

THE CITY

CITY OF OSKALOOSA, IOWA

By: _____
David Krutzfeldt, Mayor

ATTEST:

By: _____
Amy Miller, City Clerk-Finance Director

EXHIBIT A

DEVELOPER ANNUAL CERTIFICATION

(due before October 1, 2016 and October 1, 2017 as required under terms of Development Agreement)

The Developer certifies the following:

A. During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 as follows:

(i) all ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) for the October 1, 2017 certification only, the Minimum Improvements, including stabilization and all required demolition at the Development Property are fully completed.

(ii) the undersigned officer of Developer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, and certifies that the Developer is not, or 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 certificate or during such period, unless disclosed in writing herein.

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

**OSKALOOSA DOWNTOWN
DEVELOPMENT, LLC**

By: _____
Jim Hansen, Manager

Attachments: (a) Proof of payment of taxes



City Council Communication

Meeting Date: August 15, 2016

Requested By: Public Works Dept.

Item Title:

Consider an ordinance to approve a parking restriction along the North 7th Street S-curve between J Avenue East and F Avenue East. – 1st Reading

Explanation:

Due to resident visibility and safety concerns along the North 7th Street S-curve between J Avenue East and F Avenue East, staff has been directed to perform a study regarding the on-street parking in that area. Currently, no parking restrictions exist along this section of North 7th Street.

This section of North 7th Street is 30 feet in width, which will not allow for two-way traffic if vehicles are parked on both sides of the street. Therefore, visibility and travel lane width are limited, especially along the S-curve, when vehicles are parked on both sides of the street. After visiting the site, staff recommends restricting parking along the east side of the street due to an existing fire hydrant and retaining wall along that side of North 7th Street. (See Proposed Parking Restriction Map).

In the past 3 years (2013-2015), there have been no crashes along this section of North 7th Street. Although not a part of the traffic engineering analysis for parking studies, the survey responses from property owners are attached separately.

Recommended Action:

Staff recommends that the City Council approve the ordinance authorizing a parking restriction along North 7th Street as presented.

Budget Consideration:

Minimal charges associated with changes to the Oskaloosa Municipal Code.

Attachments:

Ordinance, Proposed Parking Restriction Map, and Survey Responses.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A "NO PARKING ZONE" ALONG THE EAST SIDE OF NORTH 7TH STREET FROM 300 FEET NORTH OF F AVENUE EAST TO 360 FEET SOUTH OF J AVENUE EAST, PROHIBITING THE PARKING OF MOTOR VEHICLES OR OTHER TYPES OF VEHICLES WITHIN SAID NO PARKING ZONE, 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 a "No Parking Zone" along the east side of North 7th Street from 300 feet north of F Avenue East to 360 feet south of J Avenue East.

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

SECTION 3: Regulatory and warning signs to advice as to the above referenced "No Parking Zone" 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 Zone" 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:

160. North Seventh Street on the east side from 300 feet north of F Avenue East to 360 feet south of J 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

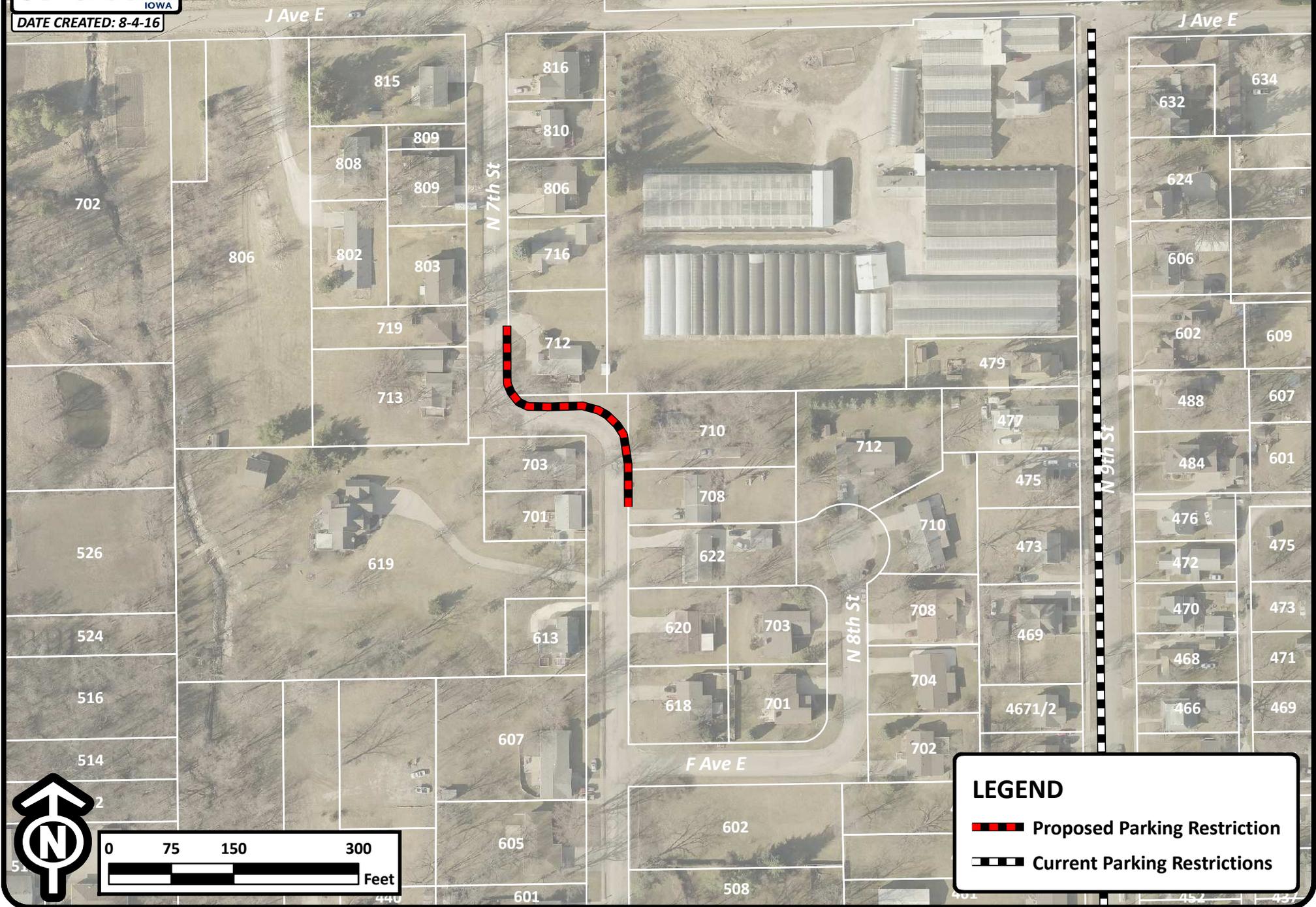
I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2016.

Signed _____



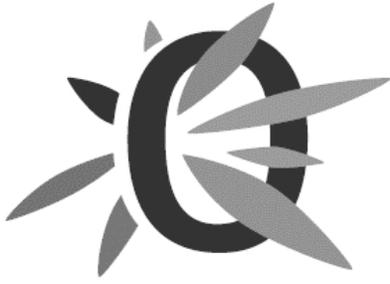
DATE CREATED: 8-4-16

Proposed Parking Restriction along the North 7th Street S-Curve



LEGEND

- Proposed Parking Restriction
- Current Parking Restrictions



City Council Communication
Meeting Date: August 15, 2016
Requested By: Council Appointed Staff

Item Title: Report on Items from City Staff

- a) City Manager.
 - i. Rental Inspection Study Session
- 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:

Rental Housing Inspection Program document



City of Oskaloosa

Rental Housing Inspection Program

Summary and Purpose:

In an effort to improve the housing quality in Oskaloosa and to improve the appearance of the community through better maintained properties, the City of Oskaloosa is working toward a Rental Housing Inspection Program. Through a systematic inspection of rental properties, this program is designed to ensure that Oskaloosa residents have safe and sanitary rental housing, and to provide a process by which problem properties can be assessed for code violations.



Need:

This program will set up a process to enforce some basic minimum standards to which landlords must adhere if they want to conduct business within Oskaloosa and will address the “worst of the worst” of rental properties. Problem rental properties can create nuisances for the neighborhood and can depress home values. Poorly maintained rental properties have created unsafe conditions and have led to dangerous fires that have destroyed homes. This is a proactive approach to addressing problems, rather than current reactive approach.

Benefits:

- It creates a level playing field.
Good landlords that maintain their properties can have a difficult time competing with landlords who do not reinvest and allow their properties to deteriorate.
- It protects property values.
Dilapidated properties can drag down sale prices or rental rates throughout a neighborhood.
- It can attract a better pool of renters and push out the worst landlords.
Word will get out that Oskaloosa wants to be a place where responsible tenants and quality landlords are wanted.
- It can save taxpayers money.
If rental properties are systematically inspected, there will likely be fewer complaints about blighted and nuisance properties, which will lead to less staff time and fewer court costs.



Registration and Inspection Process:

- All rental housing units within the City of Oskaloosa will...
 - ...need to be registered in order to operate within the city.
 - ...need to pass an inspection every three (3) years.
 - ...be evaluated for compliance with existing city code Chapters 8, 15, and 17.
 - ...have the opportunity to be re-inspected if issues are identified in the initial inspection.
- Registration is proposed to cost \$60 per building + \$15 per unit annually.
- An inspection criteria checklist will be given to landlords so they know items that will be inspected.
- The program will include a formal process to address tenant complaints.
- Inspection and program management will be the responsibility of a dedicated city staff person.

Some of the key building components that will be inspected to ensure they are safe and workable, include:

- Exterior
 - Foundation, roof, and chimney;
 - Paint, siding, and windows;
 - Steps, balconies, and railings; and
 - Accessory structures.
- Interior
 - Smoke and carbon monoxide detectors;
 - Floors, walls, and ceilings;
 - Plumbing;
 - Electrical and mechanical; and
 - Doors, locks, and emergency exits.

The inspection will ensure that rental properties do not have:

- Rodent or insect infestations;
- Roof or plumbing leaks;
- Dangerous fire hazards;
- Serious structural issues; and
- Accumulated junk or unmaintained yards.



Timeline:

The timeline is subject to Oskaloosa City Council’s decisions. A conceptual timeline is as follows:

- Registration of rental properties will begin on January 1, 2017.
- Enforcement officially kicks off on July 1, 2017.
- All properties must be registered by July 15, 2017.
- Scheduling inspections begins by July 15, 2017.
- All rental properties in Oskaloosa have been inspected at least once by July 1, 2020.

Comments or Questions?

Contact City Council:

Aaron Ver Steeg
1st Ward
676.5033

Doug Yates
3rd Ward
676.5035

Joe Caligiuri
At Large
676.5038

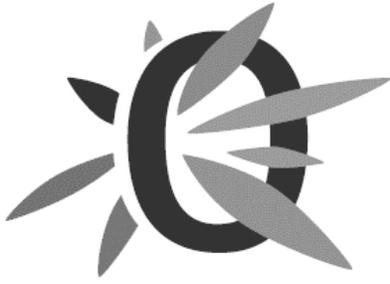
Tom Walling
At Large
676.5039

Tom Jimenez
2nd Ward
676.5034

Steve Burnett
4th Ward
676.5036

Scottie Moore
At Large
676.5037

Dave Krutzfeldt
Mayor
676.5006



City Council Communication
Meeting Date: August 15, 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.