

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

**COUNCIL CHAMBERS – CITY HALL, 220 S. MARKET STREET
FEBRUARY 19, 2013 – 6:00 P.M.**

AGENDA

CALL TO ORDER – 6:00 P.M.

ITEM 1. INVOCATION: Pastor David Childers, Gateway Church of the Nazarene

ITEM 2. PLEDGE OF ALLEGIANCE.

ITEM 3. ROLL CALL.

ITEM 4. COMMUNITY COMMENTS.

ITEM 5. CONSIDER ADOPTION OF CONSENT AGENDA AS PRESENTED OR AMENDED.

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

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

1. February 4, 2013 Regular City Council Meeting Minutes
2. February 19, 2013 Agenda

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

1. January 21, 2013 Water Board Special Meeting Minutes
2. January 28, 2013 Water Board Special Meeting Minutes
3. February 14, 2013 Water Board Meeting Minutes
4. January 14, 2013 Library Board Minutes
5. February 8, 2013 Enterprise Zone Commission Minutes
6. February 11, 2013 Planning and Zoning Commission Minutes
7. February 7, 2013 Housing Trust Fund Committee Minutes

c) Claims
None.

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

New:
None.

Renewal/Transfers:

1. Renewal application for a Class C Liquor License from Harry L. Anderson Post #34 American Legion, 302 High Avenue East.

Resolutions/Motions:

1. Consider approval of FY2013 Cigarette Permits.
2. Consider a motion authorizing the Mayor to sign and submit the 2012 Trolley Place Housing Enterprise Zone Report to the State of Iowa.
3. Consider appointment of an individual to the Municipal Housing Agency.
4. Consider approval of request from the Oskaloosa Area Chamber & Development Group for closure of streets for 2013 Chamber events.
5. Resolution scheduling a public hearing to amend the zoning ordinance of the City of Oskaloosa, Iowa by rezoning the properties located at 805 South 6th Street and 819 South 6th Street from Urban-Family Residential (R-2) District, to Urban-Family Residential with Conditional Planned Use Overlay (R-2/CP) District.

Ordinances:

None.

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

REGULAR AGENDA - ORDINANCES:

- ITEM 6. CONSIDER AN ORDINANCE REVISING USER CHARGES TO PROVIDE FUNDS NEEDED TO PAY FOR EXPENSES ASSOCIATED WITH THE CITY'S WASTEWATER TREATMENT WORKS - 3RD READING.**
- ITEM 7. CONSIDER AN ORDINANCE ESTABLISHING A NO PARKING ZONE ON THE SOUTH SIDE OF C AVENUE EAST BETWEEN NORTH MARKET STREET AND NORTH 4TH STREET – 2ND READING.**
- ITEM 8. CONSIDER AN ORDINANCE TO REMOVE THE PARKING RESTRICTION ALONG THE EAST SIDE OF SOUTH M STREET FROM 3RD AVENUE WEST TO 600 FEET SOUTH OF 3RD AVENUE WEST – 2ND READING.**
- ITEM 9. CONSIDER AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF OSKALOOSA, IOWA BY REZONING THE EAST PORTION OF THE PROPERTY AT 206 ROCK ISLAND AVENUE FROM LI, LIMITED INDUSTRIAL DISTRICT, TO UC, MIXED USE URBAN CORRIDOR DISTRICT – 2ND READING.**

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

REGULAR AGENDA – RESOLUTIONS & MOTIONS:

- ITEM 10. CONSIDER A RESOLUTION AMENDING RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF OSKALOOSA, IOWA, THE IOWA FINANCE AUTHORITY, IOWA DEPARTMENT OF NATURAL RESOURCES AND NORWEST BANK IOWA, N.A. AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$1,515,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 1994, OF THE CITY OF OSKALOOSA, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES.**
- ITEM 11. CONSIDER A RESOLUTION AMENDING RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF OSKALOOSA, IOWA, THE IOWA FINANCE AUTHORITY, IOWA DEPARTMENT OF NATURAL RESOURCES AND NORWEST BANK IOWA, N.A. AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$2,671,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 1996, OF THE CITY OF OSKALOOSA, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES.**
- ITEM 12. CONSIDER A RESOLUTION AMENDING RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF OSKALOOSA, IOWA, THE IOWA FINANCE AUTHORITY, IOWA DEPARTMENT OF NATURAL RESOURCES AND NORWEST BANK IOWA, N.A. AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$4,017,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2002, OF THE CITY OF OSKALOOSA, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES.**
- ITEM 13. CONSIDER A RESOLUTION APPROVING THE AGREEMENT PURSUANT TO CHAPTER 28E, IOWA CODE BETWEEN THE CITY OF OSKALOOSA, IOWA AND THE IOWA DEPARTMENT OF TRANSPORTATION FOR THE JOINT CONSTRUCTION OF SANITARY SEWER INFRASTRUCTURE.**
- ITEM 14. CONSIDER A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OSKALOOSA AND GARDEN & ASSOCIATES, LTD. FOR THE DESIGN OF WEST AREA SANITARY SEWER IMPROVEMENTS – 2013 IN THE AMOUNT OF FIFTY-FOUR THOUSAND DOLLARS (\$54,000).**
- ITEM 15. CONSIDER A RESOLUTION FOR PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ALSO FOR ORDERING PUBLICATION OF NOTICE OF HEARING, AND NOTICE TO BIDDERS ON THE EAST MALL PARKING IMPROVEMENTS PROJECT.**

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

ITEM 16. CONSIDER A RESOLUTION ADOPTING THE CITY OF OSKALOOSA SAFE ROUTES TO SCHOOL PLAN.

ITEM 17. CONSIDER A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE GRANT APPLICATION FOR FUNDS UNDER THE SAFE ROUTES TO SCHOOL PROGRAM.

ITEM 18. CONSIDER A RESOLUTION APPROVING A CONTRACT WITH THE AREA 15 REGIONAL PLANNING COMMISSION IN AN AMOUNT NOT TO EXCEED \$3,500 TO APPLY FOR THE SAFE ROUTES TO SCHOOL PROGRAM GRANT.

ITEM 19. REPORT ON ITEMS FROM CITY STAFF.

- a) City Manager.
 - i. FY 2013 Budget Amendment and FY 2014 Budget Presentation
- b) City Clerk.
- c) City Attorney.

ITEM 20. CITY COUNCIL INFORMATION.

ITEM 21. CONSIDER HOLDING A CLOSED SESSION UNDER IOWA CODE SECTION 21.5.1.C. TO DISCUSS STRATEGY WITH COUNSEL ON A MATTER PRESENTLY IN LITIGATION OR IN WHICH LITIGATION IS IMMINENT WHERE DISCLOSURE WOULD BE LIKELY TO PREJUDICE OF DISADVANTAGE THE CITY'S POSITION.

ITEM 22. OPEN SESSION ACTION

- a) Consider a motion to possibly take action on a settlement agreement.

ADJOURNMENT

OSKALOOSA
IOWA



COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Michael Schrock,
City Manager

ITEM TITLE: CALL TO ORDER AND ROLL CALL – 6:00 p.m.

1. Invocation: Pastor David Childers, Gateway Church of the Nazarene
2. Pledge of Allegiance
3. Roll Call: _____ Mayor David Krutzfeldt, Council Members:

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

_____ Ver Steeg, _____ Walling, _____ Yates.

EXPLANATION:

Not applicable.

BUDGET CONSIDERATION:

Not applicable.

ATTACHMENTS: None



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

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. Any questions are to be asked of the City staff, Council Members, or the Mayor prior to speaking to the full Council so concerns may be properly researched and answered away from the meeting. Comments are to be directed to the Mayor and City Council only.

BUDGET CONSIDERATION:

Not applicable.

ATTACHMENTS:

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

- Item 1. Minutes and reports from city council meetings, boards and commissions:
Staff recommends council receive and file these documents.**

- Item 2. Renewal application for a Class C Liquor License from Harry L. Anderson Post #34 American Legion, 302 High Avenue East.
- No complaints received.**

- Item 3. Consider approval of FY2013 Cigarette Permits.**

- Item 4. Consider a motion authorizing the Mayor to sign and submit the 2012 Trolley Place Housing Enterprise Zone Report to the State of Iowa.**

- Item 5. Consider appointment of an individual to the Municipal Housing Agency.**

- Item 6. Consider approval of request from the Oskaloosa Area Chamber & Development Group for closure of streets for 2013 Chamber events.**

- Item 7. Resolution scheduling a public hearing to amend the zoning ordinance of the City of Oskaloosa, Iowa by rezoning the properties located at 805 South 6th Street and 819 South 6th Street from Urban-Family Residential (R-2) District, to Urban-Family Residential with Conditional Planned Use Overlay (R-2/CP) District.**



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Michael Schrock,
City Manager

ITEM TITLE: CONSENT AGENDA – ITEM 1

EXPLANATION:

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

- A. Approval of Council Minutes and Actions, subject to corrections, as recommended by the City Clerk.
 - 1. February 4, 2013 Regular City Council Meeting Minutes
 - 2. February 19, 2013 Agenda

- B. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - 1. January 21, 2013 Water Board Special Meeting Minutes
 - 2. January 28, 2013 Water Board Special Meeting Minutes
 - 3. February 14, 2013 Water Board Meeting Minutes
 - 4. January 14, 2013 Library Board Minutes
 - 5. February 8, 2013 Enterprise Zone Commission Minutes
 - 6. February 11, 2013 Planning and Zoning Commission Minutes
 - 7. February 7, 2013 Housing Trust Fund Committee Minutes

ATTACHMENTS:

February 4, 2013 Regular City Council Meeting Minutes
January 21, 2013 Water Board Special Meeting Minutes
January 28, 2013 Water Board Special Meeting Minutes
February 14, 2013 Water Board Meeting Minutes
January 14, 2013 Library Board Minutes
February 8, 2013 Enterprise Zone Commission Minutes
February 11, 2013 Planning and Zoning Commission Minutes
February 7, 2013 Housing Trust Fund Committee Minutes

OSKALOOSA CITY COUNCIL
REGULAR MEETING
February 4, 2013

The Oskaloosa City Council met in regular session on Monday, February 4, 2013, at 6:00 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Caligiuri, Jimenez, Moore, Van Zetten, Walling and Yates. Absent: Ver Steeg.

It was moved by Jimenez, seconded by Moore to approve the following consent agenda items:

1. January 22, 2013 Regular City Council Meeting Minutes
2. January 28, 2013 Special City Council Meeting Minutes
3. February 4, 2013 Agenda
4. Receive and file the December 17, 2012 Library Board Minutes.
5. Claims for January 2013.
6. Renewal application for a Class C Beer Permit from Casey's Marketing Company dba Casey's General Store #1682, 1310 A Avenue West.
7. Renewal application for Class B Native Wine Permit from JMR, Inc. dba Marjie's Menagerie, 121 High Avenue West.
8. Consider approval of a transfer premise application for Megan Carmer dba Stix, 607 High Avenue West.
9. Renewal application of a Class C Liquor License with Outdoor Service from The Cellar Peanut Pub dba The Cellar, 206 Rock Island Avenue.

The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

The Mayor announced there were vacancies on the Building Code Board of Appeals, Board of Adjustment and Municipal Housing Agency.

Joe Crookham presented the Mahaska Community Recreation Foundation Annual Report.

It was moved by Yates, seconded by Moore to approve the request from Rollin' Oldies Car Club to hold their annual car show on July 27, 2013, and close city streets on the north, east, and south sides of the square (1st Avenue East, South 1st Street and High Avenue East) plus the south half of the 100 block of North 1st Street and the 200 block of High Avenue East from approximately 6:00 a.m. until 3:30 p.m. subject to payment of fee for closure of streets and a \$1,000,000 certificate of liability insurance naming the city as additional insured. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Moore, seconded by Yates to appoint Valinn McReynolds to the Housing Trust Fund Committee to fill an unexpired at-large term that ends January 31, 2015. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

The Mayor announced this was the time and place for the public hearing on establishing a no parking zone on the south side of C Avenue East between North Market Street and North 4th Street and that citizens would now have an opportunity to comment. Perry Pray, 404 College Hill Avenue, commented. There were no written comments received. The Mayor declared said hearing closed.

Yates introduced "AN ORDINANCE ESTABLISHING A "NO PARKING ZONE" ALONG THE SOUTH SIDE OF C AVENUE EAST BETWEEN NORTH MARKET STREET AND NORTH 4TH STREET, PROHIBITING THE PARKING OF MOTOR VEHICLES OR OTHER TYPE OF VEHICLES WITHIN SAID NO PARKING ZONE; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF" and moved its approval. Caligiuri seconded the motion. The roll was called and the vote was:

AYES: Caligiuri, Moore, Van Zetten, Walling and Yates

NAYS: Jimenez

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

The Mayor announced this was the time and place for the public hearing on removal of the no parking zone along the west side of South M Street from 3rd Avenue West to 810 feet south of 3rd Avenue West and establishing a no parking zone along the east side of South M Street from 600 feet south of 3rd Avenue West to 810 feet south of 3rd Avenue West and that citizens would now have an opportunity to comment. There were no oral or written comments received. The Mayor declared said hearing closed.

Van Zetten introduced "AN ORDINANCE TO REMOVE THE EXISTING "NO PARKING ZONE" ALONG THE EAST SIDE OF SOUTH M STREET FROM 3RD AVENUE WEST TO 600 FEET SOUTH OF 3RD AVENUE WEST" as recommended by staff in place of the Planning & Zoning Commission's recommendation and moved its approval. Walling seconded the motion. The roll was called and the vote was:

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

NAYS: None

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

The Mayor announced this was the time and place for the public hearing on rezoning the east portion of the property at 206 Rock Island Avenue from LI, Limited Industrial District, to UC, Mixed Use Urban Corridor District and that citizens would now have an opportunity to comment. There were no oral or written comments received. The Mayor declared said hearing closed.

Van Zetten introduced "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA BY CHANGING THE ZONING OF CERTAIN PROPERTY LOCATED AT 206 ROCK ISLAND AVENUE FROM LI, LIMITED INDUSTRIAL DISTRICT, TO UC, MIXED USE URBAN CORRIDOR DISTRICT" and moved its approval. Yates seconded the motion. The roll was called and the vote was:

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

NAYS: None

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

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

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

NAYS: None

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

It was moved by Caligiuri, seconded by Yates to approve the parking lot rental agreement between the Oskaloosa Hy-Vee and the City of Oskaloosa for use of the city-owned parking lot north of Hy-Vee from April 1, 2013 through June 30, 2013. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Jimenez introduced Resolution No. 13-02-05 entitled "RESOLUTION APPROVING APPLICATIONS FOR RESIDENTIAL TAX ABATEMENT FOR VALUE ADDED IN THE URBAN REVITALIZATION AREA" and moved its approval. Yates seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Jimenez introduced Resolution No. 13-02-06 entitled "RESOLUTION ADOPTING THE PROPOSED 2012-2013 BUDGET AMENDMENT AND THE PROPOSED 2013-2014 BUDGET AND SETTING DATE FOR PUBLIC HEARING" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Moore introduced Resolution No. 13-02-07 entitled "RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE WASTEWATER DIRECTOR TO PROCEED

WITH DIGESTER EQUIPMENT REPLACEMENT" and moved its approval. Yates seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

It was moved by Yates, seconded by Caligiuri to authorize staff to solicit bids for replacement of the asphalt distributor truck for use by the Public Works Department, Streets Division, with the purchase to occur after Council approves the proposed budget and FY 2014 begins. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Caligiuri introduced Resolution No. 13-02-08 entitled "RESOLUTION ACCEPTING THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE NORTH GREEN STREET PAVING PROJECT" and approving Pay Request No. 6 in the amount of \$28,617.16 to Cornerstone Excavating, Inc. for work completed on the North Green Street Paving Project. Jimenez seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Chad Coon, Water Superintendent, gave a presentation on the FY 2013 Budget Amendment and FY 2014 Budget for the Water Department.

It was moved by Caligiuri, seconded by Jimenez that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 7:58p.m.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

OSKALOOSA WATER BOARD
SPECIAL MEETING
1/21/13

Members Present:

Joe Ryan
Errin Keltner
Pete Settimi

Others Present:

Chad Coon
Sheryl Tomlinson
Dave Krutzfeldt

A motion was made by Pete Settimi and 2nd by Errin Keltner to approve the agenda as presented. The motion carried with all members voting yes.

1. The next agenda item was Proposed Budget Amendments to the 2012-2013 Budget. Chad and Sheryl went through the amended budget items with the Board members. There was discussion about an increase in unit sales and how that was affecting income and the increase in the drawdown from our reserves due to several items. Chad explained that would be delaying the filter media work for another year as the filter media for filter #1 is currently in good condition. Replacing meters was also talked about. Chad identified a couple of different meters that still need to be replaced. Errin said that he wanted us to concentrate on the meter for MCRF and Beacon. There was also a discussion about looking at different types of meters that will allow for full flow while still picking up low flow accuracy. The Board also asked for a list of meters 1" and above and when they were installed and what they have for registered flow. Then the issue of the new office was discussed. It was asked of Chad to contact three local contractors, show them the office plans and then ask them to put together bid estimates so the Board could use those for budgeting purposes.
2. The next agenda item was Proposed Budget for Fiscal Year 2013/2014. Chad and Sheryl went through a couple of items for this, and then informed the Board that on Monday the 28th this would be discussed in a more in-depth manner. One item that was talked about was raises for employees. Chad was instructed to see what other water departments were doing for raises for this budget period.

There being no further items to discuss, it was moved by Pete Settini and second by Errin Keltner to adjourn.

ATTEST

Meeting Adjourned 6:20 PM

Joe Ryan – Chairman

Pete Settini – Secretary

OSKALOOSA WATER BOARD
SPECIAL MEETING
1/28/13

Members Present:

Joe Ryan
Errin Keltner
Pete Settimi

Others Present:

Chad Coon
Sheryl Tomlinson

A motion was made by Pete Settimi and 2nd by Errin Keltner to approve the agenda as presented. The motion carried with all members voting yes.

1. The first agenda item was Proposed Budget Amendments to the 2012-2013 Budget. Chad and Sheryl went through the amended budget items with the Board members. The Capital Expenditures was changed to add approximately \$9000 for meters and another approximately \$185,000 for the office remodel, bringing the new building up to \$464,092. This then showed a deficit of \$517,564 for FY12/13. We will be pulling that amount from our reserves.
2. The next agenda item was Proposed Budget for Fiscal Year 2013/2014. Chad and Sheryl went through the budget item by item to discuss this with the Board members. There was an increase in expenditures due to additional employees being hired on the distribution side; this will be a one year increase. There was an accompanying increase in health insurance costs also due to an increase in the size of the distribution force. Being conservative with OMWD's revenue and taking into account the expenditures, there was a 4.5% rate increase proposed to meet SRF covenants. Joe expressed the desire have a goal of a 0% increase. There was discussion about how to best achieve that goal. Chad and Sheryl agreed that they would work together to find an appropriate mix of cuts in spending and realistic income figures to try and meet that goal.

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

ATTEST

Meeting Adjourned 6:25 PM

Joe Ryan – Chairman

Pete Settimi – Secretary

OSKALOOSA WATER BOARD
REGULAR MEETING
2/14/13

Members Present:

Joe Ryan
Errin Keltner

Others Present:

Chad Coon
Sheryl Tomlinson
Jason Van Zetten

A motion was made by Errin Keltner and 2nd by Joe Ryan to approve the agenda as presented. The motion carried with all members voting yes.

Minutes of the 1/14/13 regular meeting, 1/21/13 and 1/28/13 special meetings were read. A motion was made by Errin Keltner to approve the minutes. The motion was 2nd by Joe Ryan. The motion carried with all members voting yes.

The attached vouchers totaling \$244,195.82 were presented for approval. A motion was made by Errin Keltner to approve the vouchers for payment. The motion was 2nd by Joe Ryan. The motion carried with all members voting yes. The Balance Statements were also reviewed. Motion by Errin Keltner and second by Joe Ryan to approve balance statements. Motion carried with all members voting yes.

1. The first agenda item was Public Hearing for Proposed Amendments to the 2012/2013 Budget and Proposed Budget for Fiscal Year 2013/2013. Motion by Errin Keltner to open the Public Hearing. Ayes all, Public Hearing open at 5:11 PM. Chad informed the Board that he had received no comments either written or oral regarding this matter. All of the Board members also stated that they had heard no comments on this matter. With that, Errin Keltner made a motion to close the Public Hearing. Ayes all, Public Hearing closed at 5:12 PM.
2. Approval of Proposed Amendments to the 2012/2013 Budget and Proposed Budget for Fiscal Year 2013/2014 was the next agenda item. Motion by Errin Keltner to approve the amendments to the 2012/2013 budget and the proposed budget for fiscal year 2013/2014. Joe Ryan seconded the motion. Ayes all, motion passed.
3. Customer Forum was next on the agenda. Chad updated the Board about an issue the department was trying to resolve on Marje Court. Joe asked to Chad to continue to follow up on the possible leak out by the old sale barn.

4. General Manager's Update was next on the agenda. Chad informed the Board that he had an appointment the following day with the structural engineer to finish up the office plans. Joe then asked about putting together a plan to look at our capital expense projections for the next 5 years and develop a plan for where our rates need to be in order to ensure the appropriate amount of capital is set aside to be able to fund the work. Chad stated that he would contact other water departments and get an idea of what they have for a reserves policy and what they typically try to keep in reserves. Then he and Sheryl would work towards trying to produce a policy for our cash reserves. Chad also updated the Board about the status of the two wells waiting to be rehabilitated.
5. The last agenda item was Miscellaneous. Chad talked to the Board about the four leaks that had happened in the last month. He also informed them that there had been one that they fixed that morning on Gurney Street, and that three of the four breaks this month were shear breaks.

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

ATTEST

Meeting Adjourned 5:37 PM

Joe Ryan – Chairman

Pete Settimi – Secretary

MINUTES
OSKALOOSA PUBLIC LIBRARY BOARD OF TRUSTEES
MONDAY – JANUARY 14, 2013 -- 4:00 P.M.

The meeting was called to order by Trustee Michael Collins. Roll call was taken by Board secretary Susan Hasso with Trustees Paul Groenenboom, newly appointed Board member Chris Harbour, Sally Posovich, Kathy Rothfus, and Candace Slobe present. Trustee Judy Bishop arrived later. Also present were Library Director William Ottens and Youth Librarian Liz Anderson.

Collins asked everyone present to introduce themselves.

Minutes: Collins called for a motion to approve the minutes of the December 17, 2012, Board meeting. Motion was made by Groenenboom, seconded by Posovich, to approve the minutes of the December 17, 2012, Board meeting. Motion passed.

Board Correspondence, Public Input or Friends Report: None

Director's Report: Library Director William Ottens highlighted some of the items on his director's report that was in the Board packet.

New Youth Librarian: Ottens told the Board that Youth Librarian Liz Anderson started January 7th, and she is doing a great job.

Page Position Opening: William told the Board that Rachel Godby had resigned in December. He offered her 20-hour position to the library's other page, Renae DeBruin, and the library is currently advertising for the open 16-hour position. William has asked library staff, Paulette Groet and Susan Hasso, to interview and hire for this position in his absence.

Library Assistant Position Opening: William said that library assistant Martha Comfort had submitted her resignation letter, effective the end of February. William will advertise and hire for that position closer to that time.

Baker Group: Baker Group completed work on the exhaust piping repair. The Baker technician also inspected the last work done by Cunningham, Inc. and said that it was okay. The issue has been resolved.

Front Entrance Column: William told the Board that the crack in the column near the main entrance to the library appeared to be widening. Waste water department filled the gap with resin and banded it together. Shankster looked at the column and said that the outer layer of wood has the crack, not the metal pole inside. He thought more caulking should solve the problem.

State Accreditation Application: William told the Board that he has begun working on the application for State Accreditation and gathering supporting documents, as the library's current status is due to expire on June 30, 2013. The State request the following policies have a review date no older than February 2010: Circulation Policy, Collection Development Policy, Personnel Policy, and Internet Use Policy. William said that the last two are out dated, and he has met with the Policy Committee to begin the review process.

William's Vacation: William said that he will be out of the office on vacation between January 22nd and February 3rd. During this time, Liz Anderson will work with Paulette and Susan in the general oversight of the library's daily operations.

Committee Reports:

Staff Committee – Jane Ireland, chair: None.

Budget & Finance Committee – Judy Bishop, chair: The committee will have an item for approval under New Business.

Policy & Planning Committee – Candace Slobe, chair: The committee met and will have an item for approval under New Business.

Technology Committee – Kathy Rothfus, chair: None.

Building & Grounds: None.

Unfinished Business: The Board asked if there were to be entrance arbors for the Reading Garden. William said that DB Landscaping is donating the entryway arbors in the spring.

New Business:

Defibrillator Battery Replacement: William had a quote from Innovative Rescue Solutions for a replacement battery for the defibrillator, pads, and mask resuscitator. The total cost will be \$598.34 for the replacements. William asked the Board to approve the purchase of the replacements. Motion was made by Bishop, seconded by Rothfus, to approve the purchase of a replacement battery for the defibrillator, pads, and mask resuscitator at a cost of \$598.34. Motion passed.

Internet Policy Review: The Policy Committee presented the revised Internet Policy to the Board. Motion was made by Bishop, seconded by Posovich, to approve the revised Internet Policy, with the correction of the typographical error in the third heading on page 1. Motion passed.

Personnel Policy Review: William explained that the Personnel Policy for the library is the one that the City uses. If the Board will review and affirm the City's Personnel Policy, the State Library will accept that for the library's accreditation requirement. William told the Board that he will leave a copy of the City's Personnel Policy at the Reference Desk for library trustee's to review and sign. The Board will then re-affirm the policy at the February Board meeting.

Amended Budget FY 13 and Proposed Budget FY14: William told the Board that he had met with the Budget and Finance Committee on the Amended Budget FY 13 and the Proposed Budget FY 14. William then met with City Manager Michael Schrock, Jr. and City Clerk Amy Miller, who made some minor changes. Motion was made by Groenenboom, seconded by Bishop, to approve the library's Amended Budget FY13 and Proposed Budget FY 14. Motion passed.

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

President's Remarks: Newly-appointed Board member, Chris Harbour, was sworn in.

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

The next regular meeting will be on Monday, February 25, 2013, at 4:00 p.m. in the library meeting room.

Respectfully submitted,

Susan Hasso
Library Administrative Assistant
for the Board

MINUTES
ENTERPRISE ZONE COMMISSION MEETING
Friday, February 8, 2013
4:30 p.m.

Committee Members Present: Linda Rouse, Holden Barnhart, Beth Danowsky, John Pothoven, Glenda Booy and Karen Powell. Absent: Benjamin Zugg, Michelle Purdum and Doug Yates. Also present: Michael Schrock.

The meeting was called to order by Michael Schrock at 4:32 p.m. at the Oskaloosa City Hall Conference Room.

It was moved by Pothoven, seconded by Danousky to approve the November 9, 2010 Enterprise Zone Commission minutes. Motion carried unanimously.

The committee discussed the Trolley Place Enterprise Zone Project and the reason for the need to amend the project to reduce the number of residential units from 8, as stated in the original application, to 6 units. It was moved by Booy, seconded by Powell to approve an amendment to the Trolley Place Enterprise Zone Project reducing the number of residential units from 8 to 6. Motion carried with all ayes except for Danowsky (works for Musco with financial ties to ODD and Trolley Place) who abstained.

Schrock mentioned the committee needs to elect a chairperson at the next meeting.

It was moved by Pothoven, seconded by Booy that the meeting adjourn. The meeting adjourned at 4:41 p.m.

(Attachment: Letter from Oskaloosa Downtown Development, LLC)

Minutes by Michael Schrock

Oskaloosa Downtown Development, LLC
124 N Market Street Oskaloosa, IA 52577

February 1, 2013

TO: Oskaloosa Housing Enterprise Zone Commission

FROM: Linda Crookham-Hansen, Project Manager
Oskaloosa Downtown Development, LLC
641-673-2692, linda.crookham-hansen@musco.com

RE: Trolley Place Project, Contract # 11-HEZ-013

I am writing to request your consideration and approval of a formal amendment to the Trolley Place project scope, reducing the number of residential units from 8, as stated in the original application, to 6 units.

Please note, the revision in project scope has been discussed with the Iowa Economic Development Authority and was reflected in the 2011 and 2012 year-end reports.

As you are aware, the project was funded through a HUD Hope VI grant, Main Street Challenge and I-jobs grants, a grant from the Oskaloosa Housing Trust Fund, a MidAmerican Energy rebate, Housing Enterprise Zone tax credits, state and federal historic tax credits, loans and inkind private contributions.

The capital cost of constructing 8 units and installing geothermal HVAC proved to be prohibitive. The project scope was revised to include 6 units equipped with energy-efficient appliances and fixtures. Doing so created a positive cash flow model.

Construction was completed in October 2012. We are working to closeout the grant agreements, finalize the historic tax credit agreements and prepare the Part 3 Historic Tax Credit submittals.

The first tenant in each unit will meet the income required by HUD (80% of the median income level for Mahaska County). After that, the units will be available without income restriction.

Thank you, in advance, for your consideration of this request to formally amend the project, reducing the number of units from 8 to 6.

CITY OF OSKALOOSA
MINUTES OF PLANNING & ZONING COMMISSION MEETING
February 11, 2013

A regularly scheduled meeting of the Planning and Zoning Commission for the City of Oskaloosa was called to order at 4:33 p.m. on Tuesday, February 11, 2013, by Chairmen Jon Zobel, at 220 South Market Street, Oskaloosa, Iowa. COMMISSION MEMBERS PRESENT: Chairmen Jon Zobel, Brian Booy, Holden Barnhart, Charlie Comfort, and R. D. Keep; COMMISSION MEMBERS ABSENT: Michelle Purdum and Dan Karow; CITY STAFF PRESENT: Public Works Director: Akhilesh Pal;

Others present: Jerry Slobe, owner of 805 & 819 South 6th Street and Jimmy Carter, 316 Glendale Rd.

Minutes from the January 14, 2013 Planning and Zoning meeting.

The January 14, 2013 meeting minutes indicated that Purdum called the motion on the agenda item regarding the South M Street parking restriction. Barnhart pointed out a correction to the minutes that he called the motion on this item. Keep moved, Comfort seconded to approve the minutes, with the above stated correction, from the January 14, 2013 Planning and Zoning meeting. The vote was: YES – Zobel, Barnhart, Booy, Comfort, and Keep; No – none; Absent – Purdum and Karow; Motion carried.

Citizens to be heard.

Jimmy Carter was inquiring about the property located at 404 South 11th Street. He mentioned about the nuisance violation. He also inquired about the possible future rezoning of this property. He wanted to know about access points to the site and he thought the soil is contaminated. Pal indicated that the City is trying to address the nuisance violation. Pal also noted that this is a private property where the City does not have any records of soil contamination and directed Mr. Carter to Iowa DNR. Pal also responded that the site access point will be addressed during the site plan review.

Rezoning of the properties located at 805 South 6th Street and 819 South 6th Street from Urban-Family Residential (R-2) District, to Urban-Family Residential with Conditional Planned Use Overlay (R-2/CP) District.

Barnhart moved, Keep seconded to approve the rezoning request with a recommendation to the City Council to waive the 2nd and 3rd readings of the ordinance. The vote was: YES – Zobel, Barnhart, Booy, Comfort, and Keep; No – none; Absent – Purdum and Karow; Motion carried.

Attendance policy for members of the commission.

Zobel discussed options about changing the attendance policy from 9 out of 12 meetings to 10 out of 12 meetings. The attendance policy was created to waive the requirements if the member communicated with the Chair or staff. Booy did not think a waiver was necessary for communication. Hence the committee agreed to adopt the attendance policy of 75 % attendance without any conditions.

Chairmen Zobel adjourned the meeting at 5:01 PM.

Minutes by Akhilesh Pal

February 11, 2013

Page 1 of 1

OSKALOOSA HOUSING TRUST FUND COMMITTEE MINUTES

Thursday, February 7, 2013 - 12:00 Noon

City Hall Conference Room

The committee meeting was called to order by Chairman Taylor at 12:05 p.m. with the following members present: Chairman Rob Taylor, Kandes Dalbey, Bernice Hahn, Dan Adams, Joe Caligiuri, Jon Sullivan, Julia Ross, Noel C. Stahle and Valinn McReynolds with Randell Davis arriving at 12:27 p.m. Members absent: Leon McCullough, Dave Polkowske and Kathie Dykstra. Also present: City Clerk Amy Miller and Marilyn Johannes. City Manager Michael Schrock (entered at 1:00 p.m.),

Rob Taylor administered the oath of office to newly-appointed members Valinn McReynolds and Noel C. Stahle.

It was moved by Dalbey, seconded by Hahn to approve the December 28, 2012 Housing Trust Fund Committee Minutes. Motion carried unanimously.

The Committee discussed the attempt to collect on the outstanding demolition loan at 1212 and 1214 1st Avenue West since improvements to the property had not been made. The committee directed city staff to send another letter to the property owner outlining the property owner's options and report back to the committee.

Randy Davis arrived at the meeting.

Amy Miller explained the city's possible acquisition of dilapidated residential properties along A Avenue and Market Street for community beautification. The committee indicated their first priority is to provide funds for the First-Time Homebuyer Program, but would consider providing assistance with limited funds on a case-by-case basis when the City Council submits a proposal for the acquisition of a property.

Jon Sullivan explained the Main Street Design Committee's plans to apply for competitive grant funds for improvements to five dilapidated buildings on High and Market Street and that Randy Irwin has the expertise to write the grant application. Main Street is asking for \$500.00 to pay Randy Irwin for his services. It was moved by Dalbey, seconded by Ross to contribute \$500.00 from Fund 138 Housing Donated Funds to pay Randy Irwin to write the grant application. Motion carried unanimously.

The committee discussed the request from Helen Edgington for a \$4,000 demolition grant for the property located at 401 North A Street. Dalbey wanted to know if the committee could provide more funds to Ms. Edgington due to the circumstances of the request. It was moved by Ross, seconded by Dalbey to approve demolition grant funds of \$4,000; and up to an additional \$1,000 in demolition grant funds subject to the recommendation of the City Attorney since this amount is more than approved by the plan, for demolition of the structure located at 401 North A Street owned by Helen Edgington. Motion carried unanimously.

Miller reported on audit reviews for State Housing Trust Fund grant #10-04 and Home Program. She reported on the State Housing Trust Fund Grant #10-04 loans that were issued in 2010 and 2011 for a total of \$51,069. She said the applications were missing the following required information: additional members that will be residing in the household along with their birthdates and ages, verification of all income and assets of a household upon assistance being granted, and if the client did not have income and they were an adult member, a zero income verification form must be filled out. Miller recommended the required information be considered on all future programs. She also said the HOME program requires proof of insurance and proof of primary residency (utility bill) every year during the 10 year duration of the loan. Miller said the requirements had not been verified in previous years and explained that if a recipient moved out of the house or rented the house that OHTF would be required to pay back the loan and then go after the recipient for reimbursement. Miller said currently there are eight loans totaling \$232,000. Miller said she wanted the OHTF to be aware of this liability.

Michael Schrock entered the meeting.

Taylor asked that discussion of the summary results of the Iowa Finance Authority Statewide Housing Study be placed on the next agenda.

Taylor asked for volunteers from the committee to serve on a separate committee to finalize plans for adoption of the Housing Study Action Plan. Randell Davis, Valinn McReynolds and Bernice Hahn volunteered to serve.

Discussion of the accessible housing topic was tabled until a future meeting.

It was moved by Adams, seconded by Dalbey to approve the December claims list for payment. Motion carried unanimously.

The accounting report was reviewed.

Taylor told the committee he has served as chair of OHTF for several years and there has not been an election of officers for several years and he felt it was time to schedule an election of officers. Also, he asked that the OHTF bylaws be sent to the committee for review and discussion at the next meeting.

The meeting adjourned at 1:22 p.m.

Minutes by Marilyn Johannes



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 2

Consider approval of a renewal application for a Class C Liquor License from Harry L. Anderson Post #34 American Legion, 302 High Avenue East.

EXPLANATION:

The application is complete and in order for approval.

Staff recommends approval.

BUDGET CONSIDERATION:

\$845.00 revenue to the General Fund.

ATTACHMENTS: None

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 3

Consider approval of FY2013 Retail Cigarette Permits

EXPLANATION:

Dollar General Stores has submitted applications for Iowa Retail Cigarette/Tobacco Permit starting February 20, 2013 through June 30, 2013 for the following locations:

200 High Avenue West Ste 47
1701 3rd Avenue East

Staff recommends approval.

BUDGET CONSIDERATION:

\$37.50 Revenue per permit to the General Fund for a total of \$75.

ATTACHMENTS:

None



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: CITY MANAGER'S OFFICE

ITEM TITLE: CONSENT AGENDA – ITEM 4

Consider a motion authorizing the Mayor to sign and submit the 2012 Trolley Place Housing Enterprise Zone report to the State of Iowa.

EXPLANATION:

This item and the associated annual report are required by the State of Iowa. Enterprise Zones are designed to stimulate development by targeting economically distressed areas in Iowa. The City of Oskaloosa has an Enterprise Zone designated and approved by the Iowa Economic Development Authority (IEDA), formerly IDED.

Through state and local tax incentives, businesses and developers are encouraged to make new investments, and create or retain jobs in these areas. The goal of the program is to revitalize these areas and make them competitive with other locations throughout the state. An incentive for housing development may also be available to developers and contractors building or rehabilitating housing in an established enterprise zone.

The City has created a nine member commission to be responsible for reviewing and recommending to IEDA applications by local developers to receive Enterprise Zone tax incentives.

The city's second application for State of Iowa Enterprise Zone tax incentives was from Oskaloosa Downtown Development, LLC. (ODD) for the Trolley Place development. ODD renovated the Trolley Place Building with six downtown condominium units. ODD recently requested an amendment to their application to adjust the number of units down to six from eight. This project is located within Oskaloosa Enterprise Zone 1. The incentives Oskaloosa Downtown Development, LLC. is approved to receive come directly from the State of Iowa and no local contributions are required by the City. The incentives include a State Sales, Service and Use Tax Refund and investment tax credits.

BUDGET CONSIDERATION:

None.

ATTACHMENTS:

2012 Trolley Place Housing Enterprise Zone Report form (1 page).

**Iowa Housing Enterprise Zone Program
Annual Compliance and Status Report
Reporting Period: January 1 – December 31, 2012**

Name of Housing Business: Oskaloosa Downtown Development, LLC

Business's Mailing Address: 124 N. Market Street, Oskaloosa, IA 52577

Enterprise Zone Agreement #: 11-HEZ-013

Location of the Project: Oskaloosa, IA EZ-1

1. Project Status:

Not Started – If so, please provide an anticipated start date: _____

Started but Not Completed – If so, when did construction/rehabilitation begin: _____

Completed – If so, when was the project completed: October 2012

2. Housing Unit Information:

Total Number of Units Proposed: 6 (Eight units were originally proposed. ODD amendment to amend the total number of units to six is being submitted in February 2013.

Total Number of Units Completed and ready for occupancy: 6

Housing Business Representative: I certify that this Annual Compliance and Status Report completely and accurately reflects the performance status of the above referenced Enterprise Zone Agreement.

Name: Jon Sullivan

Title: President, Oskaloosa Downtown Development

Signature: _____ Date: _____

Community Representative: I have reviewed the Annual Compliance and Status Report and based on my personal knowledge certify that it accurately reflects the status of the project located within our community.

Name: David Krutzfeldt

Title: Mayor, Oskaloosa, Iowa

Signature: _____ Date: _____

The signed Annual Compliance and Status Report must be returned to the IEDA by **February 28, 2013**. Completed reports should be sent to: **Iowa Economic Development Authority, ATTN: Jeremy Babcock, 200 East Grand Avenue, Des Moines IA 50309**. Completed reports may also be e-mailed to jeremy.babcock@iowa.gov or faxed to (515) 725-3010.

An electronic copy of the form, *2012 HEZ Compliance and Status Report*, may be found at our website <http://iowaeconomicdevelopment.com/community/housing/ez.aspx?id=1>. If you have questions contact Jeremy Babcock at jeremy.babcock@iowa.gov or (515) 725-3128.

2012 HEZ Annual Compliance and Status Report



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: MAYOR AND CITY
COUNCIL

ITEM TITLE: CONSENT AGENDA – ITEM 5

Consider appointment of an individual to the Oskaloosa Municipal Housing Agency.

EXPLANATION:

The terms of Sandra Rowe and Steve Brown on the Oskaloosa Municipal Housing Agency expire February 28, 2013. Sandra Rowe is willing to accept reappointment but Steve Brown does not wish to be reappointed. Sandra Rowe has served on the Municipal Housing Agency since being appointed at the June 18, 1979 city council meeting to fill a term that had expired in February 1979. As of this writing no other applications have been received. Appointments to the Municipal Housing Agency are made by Mayor with City Council approval. Terms are for two years. Currently three males and two females serve.

Recommended Action: Appoint Sandra Rowe to the Oskaloosa Municipal Housing Agency for a two year term that expires February 28, 2015.

BUDGET CONSIDERATION:

Not applicable.

ATTACHMENTS:

None.



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Michael Schrock,
City Manager

ITEM TITLE: CONSENT AGENDA – ITEM 6

Consider request from the Oskaloosa Area Chamber & Development Group for closure of streets for 2013 Oskaloosa Chamber events.

EXPLANATION:

The Oskaloosa Area Chamber & Development Group is requesting that all street closures for their events in 2013 be approved at the same time except for the tree lighting event because the event is still in the planning stage. All of the following street closure requests are the same as in the past.

Friday After Five: Closure of South 1st Street between High Avenue East and 1st Avenue East on May 31, June 7, June 14, June 21 and June 28, 2013; from 3:30 p.m. to 9:00 p.m.

Art on the Square: Closure of South 1st Street between High Avenue East and 1st Avenue East on Saturday, June 8, 2013 from 6:00 a.m. to 6:00 p.m.

Sweet Corn Serenade: Closure of South 1st Street between High Avenue East and 1st Avenue East, 1st Avenue East from South Market to South 1st Street and High Avenue East between South 1st Street and South Market Street on Thursday, August 1, 2013 from 6:00 a.m. to 10:00 p.m.; and closure of 1st Avenue East at South 1st Street from 4:30 p.m. Wednesday, July 31, 2013 to 10:00 p.m. Thursday, August 1, 2013.

Lighted Christmas Parade: Closure of High Avenue East, 1st Avenue East and 2nd Avenue East from South 3rd Street to South 11th Street for parade lineup on one side of the street to allow for emergency traffic; closure of three blocks of South 1st Street and South 3rd Street from A Avenue East to 2nd Avenue East, and four blocks of South 2nd Street from A Avenue East to 3rd Avenue East; and South Market Street from A Avenue East to 3rd Avenue East (with IDOT approval) from approximately 6:45 p.m. to 8:30 p.m. on Thursday, December 5, 2013.

The specific street closings for the tree lighting event to be held on Friday, December 6, 2013 will need to be approved at a later date because the event is still in the planning stage.

The required insurance certificate has been received. Staff recommends approval of this request as presented.

BUDGET CONSIDERATION:

\$25 fee per each event for closure of streets for a total of \$225.00 (Chamber has already paid the fees including the fee for the tree lighting event.), and staff time to assist with events.

ATTACHMENTS:

Letter and map from OACDG.
Insurance Certificate



STREET CLOSURE REQUEST FOR 2013 Oskaloosa Chamber Events

To make this easier all the closures and equipment for each event is the same as it has been in the past.

Friday After 5 Events May 31, June 7, 14, 21, 28 5:00pm to 8:00pm

STREET CLOSURE REQUEST FOR FRIDAY AFTER FIVE EVENTS FOR 2013 –

We will close South 1st Street between High Ave. East and 1st Ave. East from 3:30 pm to 9:00 pm on the following dates:

We will close the streets if you will get us the following:

24 stanchions, 10 barricades, 15 barrels, 20 cones

Friday, May 31

Friday, June 7

Friday, June 14

Friday, June 21

Friday, June 28

This is the same location as the last nine years.

June 8, 2013 – Saturday - Art on the Square 10 am – 4 pm

Main Street Oskaloosa would like for South 1st Street between High Ave. E and 1st Ave. E be blocked off on June 8, 2013 from 6:00am to 6:00pm for Art on the Square. In this area Artist will load and unload their show items and Food Vendors will be set-up during the show providing drinks and various foods.

August 1, 2013 – Thursday Sweet Corn Serenade Noon – 9 pm

Main Street Oskaloosa would like to request that South 1st Street between High Ave. E and 1st Ave. E AND 1st Ave. East from Market to South 1st AND High Avenue East between 1st and Market be closed from 6:00am to 10:00pm on August 1, 2013 for Sweet Corn Serenade. We would hope to allow parking on the south side of 1st Ave. East and north side of High until 2 pm.

We also need to close 1st Avenue East at South 1st Street on Wednesday, July 31st, at 4:30 pm to put a semi-trailer in place to build the stage and keep it closed until 10 pm on Thursday.

Oskaloosa Area Chamber & Development Group

124 North Market Street • Oskaloosa IA 52577

Phone: 641-672-2591 • Fax: 641-672-2047 • Email: oskycofc@oacdg.org

Web Site: www.oskaloosachamber.org

October 31, 2013 – Thursday - Trick or Treat Parade 4 pm

City-wide Trick or Treat is set by Mayor and it is also October 31st 6:00 to 8:00. No roads blocked!

Dec. 5, 2013 – Thursday Lighted Christmas Parade 5 – 8 pm
One Night Only

Please refer to the enclosed map for this year's route (same as last year). We are requesting permission from you and the State DOT to block off South Market Street from A Ave. to 3rd Ave. East from 6:45 p.m. to approximately 8:30 p.m. on both nights. We also request permission to close three blocks of South First St. & South Third St. from A Ave. East to 2nd Ave. East, and four blocks of South Second Street from A Ave. East to 3rd Ave. East Thursday during the parade. See enclosed map for parade route & street closings.

Street closing requests for the parade line-up area: High Avenue E, 1st Ave. East and 2nd Ave. East from South 3rd Street to South 11th Street. As in the past the line-up will be on one side of the street allowing for emergency traffic.

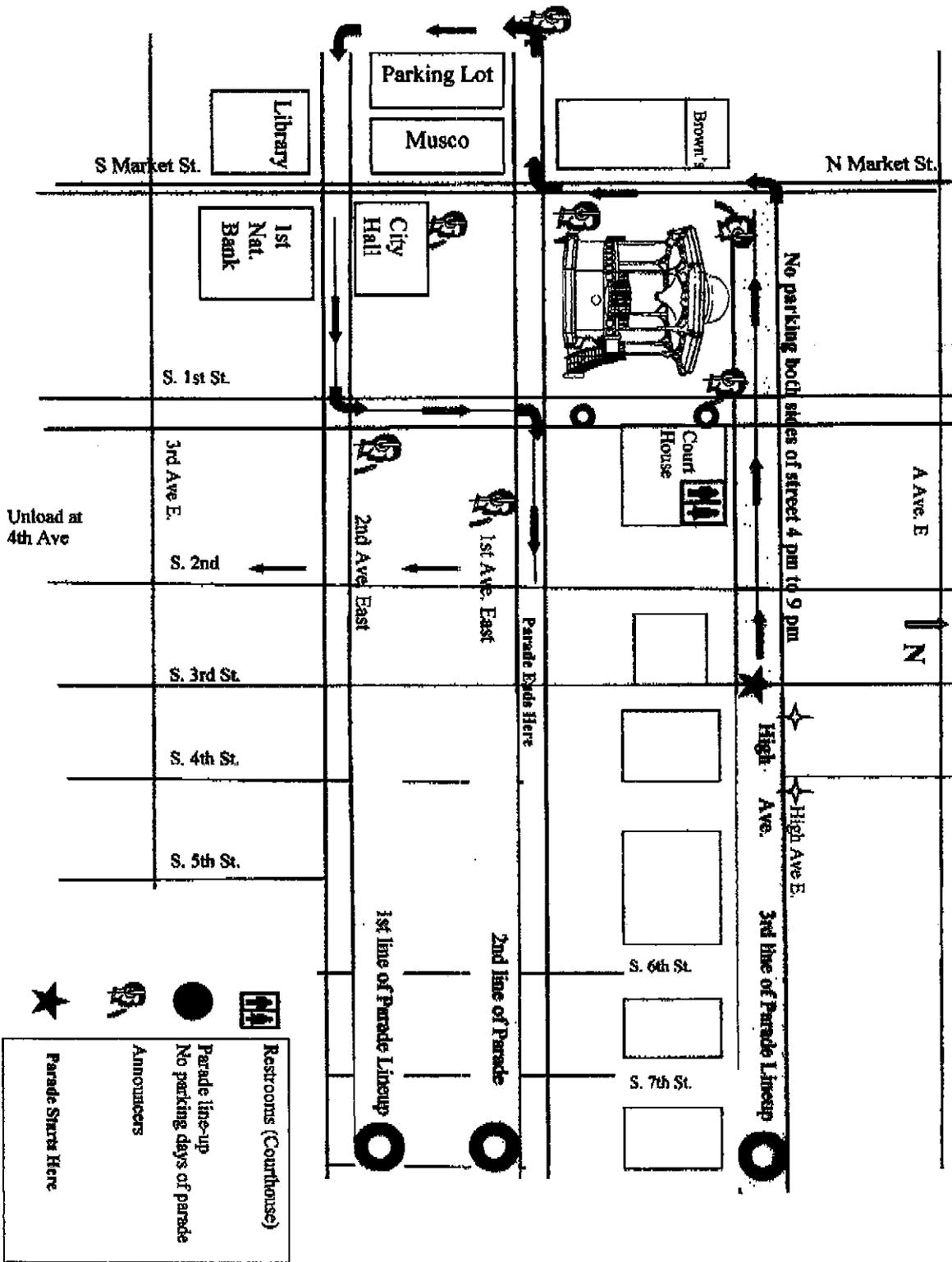
Dec 6, 2013 – Friday Night - Tree Lighting Event in Downtown Square. Street Closings details will follow as the event is still in the planning stage.

I hope this request I have submitted meets with your approval. Should you have any question about any event, please feel free to contact me. All the information and closings are the same they have been for that last few years. Nothing new!!!

Thanks,

Karen Hafner
672-2591

2013 (not to scale)



-  Restrooms (Courthouse)
-  Parade line-up
-  No parking days of parade
-  Announcers
-  Parade Starts Here



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2013

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 Walton Insurance Agency, Inc. 213 First Avenue East PO Box 27 Oskaloosa, IA 52577-4219 Bob Walton		Phone: 641-673-8371 Fax: 641-673-0032	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CHAMB-1
INSURED Oskaloosa Area Chamber & Development Group, Inc. Mahaska Future View, Inc. 124 North Market Street Oskaloosa, IA 52577		INSURER(S) AFFORDING COVERAGE INSURER A: Allied Mutual Insurance NAIC # 00036 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ACP GLO 7150158182	02/09/2013	02/09/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCC JR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/>					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES P/IR:		INCLUDES HIRED/NON-OWNED	02/09/2013	02/09/2014	GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LLC		INCLUDES LIQUOR LIABILITY	02/09/2013	02/09/2014	PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB	<input type="checkbox"/> OCC JR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	ACP WC 7150158182	02/09/2013	02/09/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below:	N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Comm'l Property		ACP CPP 7150158182	02/09/2013	02/09/2014	
A	Comm'l Crime		ACP CRM 7150158182	02/09/2013	02/09/2014	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Oskaloosa is Additional Insured for events sponsored by the Oskaloosa Area Chamber & Development Group. Liquor Liability is included in the General Liability policy to provide coverage for the Friday After Five events.

CERTIFICATE HOLDER OSKAL-1 City of Oskaloosa FAX#: 673-3047 Attn.: City Clerk 220 S. Market Oskaloosa, IA 52577		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 Bob Walton
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CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE: CONSENT AGENDA – ITEM 7

Consider a resolution scheduling a public hearing to amend the zoning ordinance of the City of Oskaloosa, Iowa by rezoning the properties located at 805 South 6th Street and 819 South 6th Street from Urban-Family Residential (R-2) District, to Urban-Family Residential with Conditional Planned Use Overlay (R-2/CP) District.

EXPLANATION:

Jerry Slobe, owner of 805 and 819 South 6th Street, has submitted a rezoning request for these properties. The total area of the parcels in consideration is 0.42 acres. Presently the property is zoned as Urban-Family Residential (R-2) District. The applicant would like to rebuild and sell old antique cars.

Table 17.08, Permitted Uses by Zoning Districts, of the zoning chapter in Oskaloosa Municipal Code does not permit automotive sales in an R-2 district. The applicant has requested to rezone the subject properties to Limited Industrial (LI) District to be in zoning compliance. However, staff is recommending an Urban-Family Residential with Conditional Planned Use Overlay (R-2/CP) District that will bring the proposed land use to zoning compliance and avoid spot zoning.

The Conditional Planned Use Overlay (CP) District applies to situations in which a use that is not ordinarily permitted within a base zoning district is permitted subject to strict development controls which assure its compatibility with surrounding uses. The CP Overlay District applies to situations where the proposed use is not permitted either by right or by conditional use permit. The CP Overlay District is an additional zoning requirement that is placed on a geographic area already zoned. The previous land use of the subject property was a garage for various phone companies. Staff believes that the proposed land use request will not be a harsher use than the previous land use.

The Planning & Zoning Commission considered this item at their February 11, 2012 meeting and recommended by a vote of 5 to 0 that the City Council approve this rezoning request and waive the 2nd and 3rd readings of the ordinance.

Note: Listed below are definitions and permitted use types by zoning districts as per Oskaloosa Municipal Code.

Automotive Rental and Sales. Sale or rental of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships; motorcycle dealerships; and boat, trailer, and recreational vehicle dealerships. (Oskaloosa Ordinance - 17.06.070)

Auto Services. Provision of fuel, lubricants, parts and accessories, and incidental services to motor vehicles; and washing and cleaning and/or repair of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include service stations, car washes, muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, and similar repair and service activities but exclude dismantling, salvage, or body and fender repair services. (Oskaloosa Ordinance - 17.06.070)

Body Repair. Repair, painting, or refinishing of the body, fender, or frame of automobiles, trucks, motorcycles, motor homes, recreational vehicles, boats, tractors, construction equipment, agricultural implements, and similar vehicles or equipment. Typical uses include body and fender shops, painting shops, and other similar repair or refinishing garages. (Oskaloosa Ordinance - 17.06.070)

BUDGET CONSIDERATION:

Revenue of \$250.00 for rezoning application fee.

Recommended Action: Consider the Planning and Zoning Commission's recommendation; approve the resolution scheduling a public hearing for March 4, 2013.

ATTACHMENTS:

Resolution, Location Map, and Rezone Application.

RESOLUTION NO. _____

RESOLUTION SETTING DATE FOR A PUBLIC HEARING TO AMEND THE ZONING ORDINANCE OF THE CITY OF OSKALOOSA, IOWA BY CHANGING THE ZONING OF CERTAIN PROPERTY LOCATED AT 805 SOUTH 6TH STREET AND 819 SOUTH 6TH STREET FROM URBAN-FAMILY RESIDENTIAL (R-2) DISTRICT TO URBAN-FAMILY RESIDENTIAL WITH CONDITIONAL PLANNED USE OVERLAY (R-2/CP) DISTRICT.

WHEREAS, the City of Oskaloosa has deemed it advisable to consider changing the zoning on certain property located at 805 South 6th Street and 819 South 6th Street from Urban-Family Residential (R-2) District, to Urban-Family Residential with Conditional Planned Use Overlay (R-2/CP) District, legally described as follows:

Lot 168, 169 and 170, Block "O" of O'Neill's Addition to the City of Oskaloosa, Mahaska County, Iowa.

WHEREAS, said zoning has been reviewed by the Planning and Zoning Commission and recommended for approval, and

WHEREAS, Section 17.34.040 of the Oskaloosa Municipal Code requires a public hearing on such rezoning changes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa that a public hearing shall be conducted on Monday, March 4, 2013 at 6:00 p.m. in the City Council Chambers, City Hall, Oskaloosa, Iowa at which time persons may appear and speak for or against the zoning change as legally described in the preamble hereof.

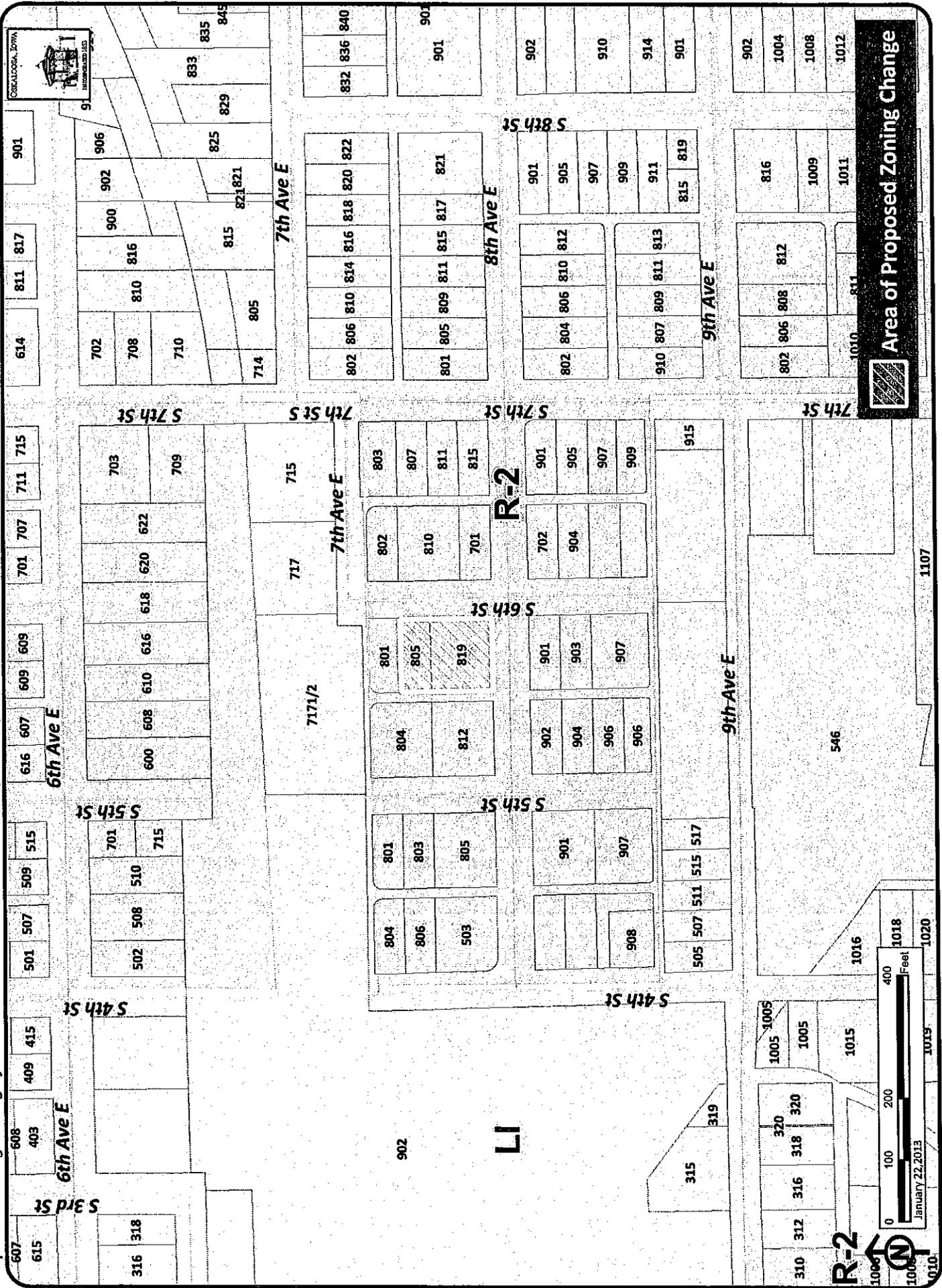
PASSED AND APPROVED this _____ day of February, 2013.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

City of Oskaloosa

Proposed Zoning Change for 805 and 819 South 6th Street by adding a Conditional Planned Use Overlay (CP) to the current Urban Family Residential (R-2)



Area of Proposed Zoning Change

R-2
 1006
 1008
 1010



1107

R-2

RECEIVED
12/21/2012

REZONING APPLICATION

APPLICANT NAME: Jerry Globe

APPLICANT ADDRESS: P.O. BOX 515

OSKALOOSA

OWNER NAME: Jerry Globe

641-660-1829

ADDRESS OF PROPERTY: 805 & 819 South 6th

LEGAL DESCRIPTION: Lots 169 + 170 Block O O'Neill's ADD
Lot 168 Block O O'Neil LS ADD

REQUEST REZONING FROM R2
TO LI

REASON FOR REZONING APPLICATION AND THE NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: Minimums Motor Vehicle Dealer License

(NO changes at all)

Please waive 2nd & 3rd Reading off City Council Meetings
to get dealer's license reinstated

- REBUILD AND SELL OLD CLASSIC CARS
- PARTICIPATE IN DEALER CAR AUCTIONS
- DEALER LICENSE FROM IOWA DOT @ 805 & 819 SOUTH 6TH

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

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

Jerry Globe

DATE: 12-20-2012

Received
1/25/2013

We the undersigned property owners agree
to allow Jerry Slobe to rezone the properties
at 805 and 819 South 6th Street, Oskaloosa,
Iowa to L1.

Name	Address	Date
Don G. Boef	812 S 5 th St	1/23/13
Larry Joe Current	804-S-5 th -ST	1/23/13
Victor Johnson	801 South 6 th	23 Jan 2013
Norma Moore	813 S 5 th St	1/23/13
George E. Hassel	904 S. 6 th St.	1-23/13
Carlene E. Hassel	904 S. 6 th St	1-23/13
Mike Fortney	805 S. 5 th St	1-23-13
Michael Lee Smith	903 S 7 th	1-23-13
Bob Martin	702 8 th Ave. East	1-23-13
Cindy Martin	" "	" "
John DeBorsh	701 8 th Ave East	1-23-13
Bruce Bull	901 7 th St	1-23-13
[Signature]	810 South 8 th	1/23/13
Renni Wedegar	810 South 6 th	1/23/13
[Signature]	909 South 7 th St	1/24/13
Jessie Walker	909 South 7 th Street	1-24-13
[Signature]	915 South 7 th Street	1-24-13
[Signature]	717 S 6 th St	1-24-13
Dannia & David	717 S. 6 th St	1-24-13



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: CITY MANAGER'S OFFICE

ITEM TITLE:

Consider an ordinance revising user charges to provide funds needed to pay for expenses associated with the city's wastewater treatment works. **(THIRD READING)**

EXPLANATION:

On April 21, 2008 the City Council approved an amendment to the municipal code, Article V, Section, 13.08.570 User Charges, specifically implementing an automatic "cost of living" increase for sanitary sewer rental rates. The automatic increase is based on the United States Department of Labor Consumer Price Index calculation, but cannot exceed three and one half percent. In the event the rates must increase by more than 3.5%, the city manager is required to have the rate increase proposal formally adopted by the City Council in the form of a resolution.

Although this year's rate does not exceed 3.5%, city management recommends an ordinance change to document the change in the rental rates associated with the city's wastewater treatment works so residents can easily reference the current amount charged for services within the city's municipal code.

The increase in rates is attributed to higher costs in operations and maintenance to treat sanitary waste and a requirement to have funds available to satisfy loan covenants with the State Revolving Fund (SRF).

Sanitary Sewer Rate Changes						
Increase Date	% Change	Min. Charge Per Month	Change +/-	Per 100 Cubic Feet	% Change	Change +/-
5/1/2008	6.0%	\$6.42	-	\$3.07	6.0%	-
4/1/2009	3.5%	\$6.65	\$0.23	\$3.18	3.5%	\$0.00
4/1/2010	0.0%	\$6.65	\$0.00	\$3.18	0.0%	\$0.11
3/1/2011	6.5%	\$7.08	\$0.43	\$3.39	6.5%	\$0.21
3/1/2012	3.5%	\$7.33	\$0.25	\$3.51	3.5%	\$0.12
3/1/2013	3.5%	\$7.59	\$0.26	\$3.63	3.5%	\$0.12

BUDGET CONSIDERATION:

Increasing rates by 3.5% effective March 1, 2013 will allow the city to meet financial obligations associated with the operations of the city's wastewater treatment works.

ATTACHMENTS:

1. Ordinance
2. Rate survey information
3. Rate Analysis

ORDINANCE NO. _____

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

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

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

A. Effective ~~May 1, 2008~~ March 1, 2013 user charges shall be as follows:

The minimum charge per calendar quarter for all contributors shall be ~~nineteen dollars and twenty-seven cents~~ twenty-two dollars and seventy-six cents (\$22.76). In addition each contributor shall pay a user charge rate for operation and maintenance including replacement and for debt retirement of ~~three dollars and seven cents~~ three dollars and sixty-three cents (\$3.63) per one hundred cubic feet of water.

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

SECTION 3: SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of this ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

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

Passed and approved by this Council on the _____ day of _____, 2013.

[SIGNATURES TO FOLLOW]

ATTEST:

David Krutzfeldt, Mayor

Amy Miller, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____ 2013.

Amy Miller, City Clerk

SEWER RATE SURVEY
December 2012
Compilation of 90 Responses By: French-Reneker-Associates, Inc.
Respondents Sorted Alphabetically

City	Pop.	Sewer	Use (Gallons/month)			
		Minimum	3,000	5,000	10,000	100,000
Afton	845	\$7.50	\$18.42	\$25.70	\$43.90	\$371.50
Ainsworth	567	\$15.24	\$17.64	\$19.24	\$23.24	\$95.24
Albia	3,766	\$9.75	\$11.22	\$17.08	\$31.73	\$295.43
Argyle	60	\$0.00	\$55.78	\$55.78	\$55.78	\$55.78
Avery (RRWA)	183	\$17.00	\$22.00	\$32.00	\$47.00	\$317.00
Barnes City	176	\$38.00	\$50.00	\$58.00	\$78.00	\$438.00
Birmingham	448	\$0.00	\$23.50	\$32.50	\$55.00	\$460.00
Bloomfield	2,640	\$26.26	\$26.26	\$38.46	\$68.96	\$617.96
Bonaparte	433	\$12.50	\$18.75	\$31.25	\$62.50	\$625.00
Brooklyn	1,468	\$10.78	\$23.08	\$35.38	\$66.13	\$619.63
Canton, Mo	2,377	\$12.50	\$24.29	\$32.15	\$51.80	\$405.50
Cantril	222	\$23.50	\$23.50	\$23.50	\$23.50	\$23.50
Cedar Rapids	126,000	\$0.00	\$14.65	\$18.68	\$28.60	\$214.60
Chariton	4,321	\$19.00	\$24.50	\$35.50	\$63.00	\$558.00
Columbus City	391	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Columbus Junction	1,899	\$8.00	\$11.14	\$17.42	\$33.12	\$183.72
Corydon	1,585	\$17.83	\$26.47	\$32.23	\$46.63	\$305.83
Davenport	100,802	\$10.73	\$22.01	\$30.47	\$48.33	\$385.73
Davis City	204	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50
Deep River	279	\$15.81	\$20.60	\$30.10	\$54.13	\$485.23
Delta	328	\$15.50	\$15.50	\$22.50	\$40.00	\$355.00
Denison	8,298	\$7.72	\$15.64	\$20.92	\$34.12	\$271.72
Donnellson	912	\$18.31	\$23.25	\$32.01	\$50.95	\$273.87
Downing, Mo	335	\$15.00	\$23.00	\$31.00	\$51.00	\$411.00
Eddyville	1,024	\$0.00	\$14.50	\$14.50	\$14.50	\$14.50
Eldon	927	\$12.00	\$12.00	\$20.00	\$40.00	\$400.00
Fairfield	9,464	\$14.85	\$34.45	\$47.53	\$80.18	\$668.18
Fremont	743	\$14.86	\$17.10	\$19.34	\$24.94	\$125.74
Ft. Madison	11,051	\$0.00	\$21.37	\$28.25	\$45.45	\$493.05
Grandview	556	\$20.00	\$28.25	\$33.75	\$47.50	\$295.00
Grinnell	9,218	\$3.05	\$11.39	\$16.95	\$30.84	\$222.85
Harper	127	\$42.86	\$42.86	\$42.86	\$42.86	\$42.86
Hills	703	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Hillsboro	180	\$17.00	\$17.00	\$25.00	\$45.00	\$405.00
Houghton	146	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Humeston	494	\$0.00	\$21.75	\$34.25	\$65.50	\$476.50

SEWER RATE SURVEY
 December 2012
 Compilation of 90 Responses By: French-Reneker-Associates, Inc.
 Respondents Sorted Alphabetically

City	Pop.	Sewer	Use (Gallons/month)			
		Minimum	3,000	5,000	10,000	100,000
Indianola	14,782	\$0.00	\$22.40	\$37.30	\$74.55	\$745.05
Kahoka, Mo	2,078	\$4.50	\$6.00	\$9.00	\$16.50	\$151.50
Kalona	2,363	\$11.00	\$18.50	\$23.50	\$36.00	\$261.00
Keokuk	10,780	\$24.25	\$29.19	\$39.07	\$63.76	\$508.24
Keosauqua	1,006	\$9.10	\$12.10	\$18.10	\$33.10	\$303.10
Keota	1,009	\$12.00	\$15.00	\$18.75	\$26.25	\$161.25
Knoxville	7,300	\$22.00	\$42.31	\$55.85	\$89.70	\$699.00
Lamoni	2,324	\$0.00	\$14.70	\$24.50	\$49.00	\$490.00
Letts	384	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Libertyville	315	\$13.00	\$15.50	\$20.50	\$33.00	\$258.00
Lone Tree	1,300	\$9.28	\$9.28	\$9.28	\$16.08	\$169.08
Lovilia	538	\$28.80	\$28.80	\$28.80	\$28.80	\$28.80
Mediapolis	1,560	\$0.00	\$13.56	\$21.16	\$40.16	\$382.12
Memphis, Mo	1,822	\$6.70	\$14.80	\$20.20	\$33.70	\$276.70
Middletown	318	\$0.00	\$12.84	\$21.40	\$42.80	\$428.00
Milton	443	\$26.00	\$26.00	\$30.00	\$38.75	\$173.75
Mitchellville	2,252	\$9.00	\$13.50	\$22.50	\$45.00	\$450.00
Montrose	898	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Morning Sun	836	\$12.00	\$16.00	\$24.00	\$41.00	\$275.00
Moulton	605	\$25.75	\$34.75	\$40.75	\$55.75	\$325.75
Mt. Pleasant	8,668	\$7.50	\$20.10	\$28.50	\$49.50	\$427.50
Muscatine	22,000	\$0.00	\$27.27	\$33.56	\$49.27	\$332.01
Mystic	425	\$0.00	\$20.00	\$32.00	\$62.00	\$602.00
New London	1,897	\$0.00	\$20.46	\$25.34	\$37.54	\$164.44
Newton	15,254	\$10.27	\$16.87	\$25.67	\$47.67	\$443.67
Oakville	173	\$18.00	\$22.50	\$31.50	\$54.00	\$459.00
Olds	229	\$22.00	\$22.00	\$34.00	\$64.00	\$610.00
Oskaloosa	11,525	\$7.33	\$21.41	\$30.79	\$54.26	\$476.58
Ottumwa	25,012	\$14.50	\$32.30	\$44.17	\$73.83	\$607.83
Pella	10,352	\$15.00	\$26.25	\$33.75	\$52.50	\$390.00
Plano	71	\$35.00	\$35.00	\$42.00	\$59.50	\$374.50
Putnam Public Water Supj	4,979	\$13.75	\$23.25	\$32.75	\$56.50	\$484.00
Queen City, Mo	598	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
Rathbun Rural Water Association		\$0.00	\$22.00	\$32.00	\$47.00	\$317.00
Rome	117	\$0.00	\$24.00	\$40.00	\$64.00	\$424.00
RRWA-Unionville	127	\$0.00	\$22.00	\$32.00	\$47.00	\$317.00

SEWER RATE SURVEY
December 2012
Compilation of 90 Responses By: French-Reneker-Associates, Inc.
Respondents Sorted Alphabetically

<u>City</u>	<u>Pop.</u>	<u>Sewer</u>	<u>Use (Gallons/month)</u>			
		<u>Minimum</u>	<u>3,000</u>	<u>5,000</u>	<u>10,000</u>	<u>100,000</u>
Russell	554	\$12.50	\$20.50	\$28.50	\$48.50	\$408.50
Seymour	701	\$21.64	\$43.02	\$64.40	\$117.85	\$1,079.95
Sigourney	2,059	\$20.04	\$24.54	\$27.54	\$35.04	\$170.04
St. Paul	129	\$0.00	\$22.50	\$37.50	\$75.00	\$750.00
Unionville, Mo	4,979	\$13.75	\$23.25	\$32.75	\$56.50	\$484.00
Villisca	1,252	\$0.00	\$36.35	\$51.75	\$84.13	\$577.63
Wapello	2,067	\$0.00	\$20.25	\$32.19	\$62.04	\$599.34
Washington	7,266	\$0.00	\$42.03	\$50.05	\$70.11	\$430.11
Wayland	966	\$10.70	\$18.50	\$23.70	\$36.70	\$270.70
Wayland, Mo	533	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
West Burlington	2,968	\$0.00	\$15.31	\$22.85	\$41.70	\$381.00
West Chester	146	\$20.00	\$20.00	\$33.34	\$66.69	\$666.99
West Liberty	3,736	\$18.50	\$31.85	\$40.75	\$63.00	\$463.50
West Point	966	\$0.00	\$14.77	\$24.31	\$48.15	\$477.46
Williamsburg	3,068	\$15.60	\$15.60	\$26.00	\$52.00	\$520.00
Wilton	2,802	\$14.22	\$18.27	\$24.19	\$40.02	\$306.42
Winfield	1,134	\$20.00	\$20.00	\$29.00	\$51.50	\$456.50
Wyaconda, Mo	210	\$0.00	\$21.00	\$35.00	\$70.00	\$700.00
Lowest		\$0.00	\$6.00	\$9.00	\$10.00	\$10.00
Median		\$12.50	\$21.19	\$29.50	\$47.25	\$381.56
Average		\$12.37	\$22.27	\$29.61	\$47.32	\$359.27
Highest		\$42.86	\$55.78	\$64.40	\$117.85	\$1,079.95

CITY OF OSKALOOSA, IOWA
Sewer Enterprise Fund

DRAFT
Document
01/31/2013

EXHIBIT 1a

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

PROPOSED REVENUE INCREASES

	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
	1-Mar-13	1-Mar-14	1-Mar-15	1-Mar-16	1-Mar-17	1-Mar-18
1-Apr-09	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
1-Mar-10	0.00%	3.50%	3.50%	3.50%	3.50%	3.50%
1-Apr-11	6.50%	3.50%	3.50%	3.50%	3.50%	3.50%
1-Mar-12	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%

-- Audited Financial Statements --

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	Budget	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18
	4/1/2009		3/1/2011	3/1/2012							
Actual Rate per 100 Cubic Feet	\$3.18	\$3.18	\$3.39	\$3.51	\$3.63	\$3.76	\$3.89	\$4.03	\$4.03	\$4.03	\$4.03
Minimum Monthly Charge	\$6.65	\$6.65	\$7.08	\$7.33	\$7.59	\$7.86	\$8.14	\$8.42	\$8.42	\$8.42	\$8.42
Average Number of Customers	4,548	4,568	4,571	4,564	4,564	4,564	4,564	4,564	4,564	4,564	4,564
	(0.1%)	(1.8%)	(2.6%)	(3.1%)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
SEWER SALES (100 Cubic Feet)	343,299	335,755	330,180	320,190	320,190	320,190	320,190	320,190	320,190	320,190	320,190
Sewer Usage	23,260	24,375	20,700	19,867	19,867	19,867	19,867	19,867	19,867	19,867	19,867
Oskaloosa Food Usage	366,559	360,130	350,880	340,057	340,057	340,057	340,057	340,057	340,057	340,057	340,057
Avg. Revenue/100 Cubic Feet	\$3.09	\$3.28	\$3.29	\$3.53	\$3.65	\$3.78	\$3.91	\$4.05	\$4.05	\$4.14	\$4.14
	2.9%	2.7%	(0.7%)	4.3%	1.7%	3.4%	3.4%	3.4%	3.4%	2.8%	1.1%
OPERATING REVENUES	\$1,134,065	\$1,181,728	1,154,584	\$1,200,159	\$1,214,161	\$1,256,657	\$1,300,639	\$1,346,162	\$1,346,162	\$1,387,922	\$1,409,345
Sewer Usage Revenues	362,930	364,526	370,708	392,443	406,196	420,618	435,588	450,923	450,923	461,147	461,147
Base Charge Revenues	3,474	0	0	0	0	0	0	0	0	0	0
Delinquent Revenues	7,950	8,250	8,550	8,940	8,940	8,940	8,940	8,940	8,940	8,940	8,940
Oskaloosa Foods Base Fee	25,069	20,570	30,564	30,384	30,384	30,384	30,384	30,384	30,384	30,384	30,384
Oskaloosa Foods Sludge Fee	1,025	200	0	0	700	700	700	700	700	700	700
Connection Fee	21,611	29,357	29,182	28,600	24,000	24,000	24,000	24,000	24,000	24,000	24,000
Other Revenue	0	0	0	0	0	0	0	0	0	0	0
Surcharges	0	0	0	0	0	0	0	0	0	0	0
Reserved	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPERATING REVENUES	\$1,556,124	\$1,604,631	\$1,593,588	\$1,660,526	\$1,684,381	\$1,741,299	\$1,800,251	\$1,861,109	\$1,861,109	\$1,913,092	\$1,934,515
	(5.4%)	(8.2%)	0.7%	1.8%	11.4%						
OPERATING EXPENSES	\$461,261	\$470,693	\$477,192	\$480,213	\$500,850	\$525,893	\$552,187	\$579,796	\$579,796	\$608,786	\$639,226
Personal Services	307,322	245,591	248,912	252,004	298,530	313,457	329,129	345,586	345,586	362,865	381,008
Contractual Services	45,057	30,961	26,059	33,586	54,060	54,060	54,060	54,060	54,060	54,060	54,060
Commodities	0	0	0	0	0	0	0	0	0	0	0
Reserved	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPERATING EXPENSES	\$813,640	\$747,245	\$752,164	\$765,803	\$853,440	\$893,409	\$935,376	\$979,442	\$979,442	\$1,025,711	\$1,074,294
	\$742,484	\$857,386	\$841,424	\$894,723	\$830,941	\$847,890	\$864,875	\$887,381	\$881,667	\$887,381	\$860,221
NET OPERATING INCOME	36,733	6,097	5,258	4,361	3,670	2,365	2,740	2,718	2,718	2,500	2,732
Interest on Reserves	3,724	3,363	8,733	5,084	0	0	0	0	0	0	0
Special Assessments	4,145	917	857	10,258	0	0	0	0	0	0	0
Miscellaneous Revenue	\$787,086	\$867,763	\$856,272	\$914,426	\$834,611	\$850,254	\$867,615	\$889,880	\$884,385	\$889,880	\$862,933
Revenue Available for D/S											

DRAFT Document
01/31/2013 EXHIBIT 1a

CITY OF OSKALOOSA, IOWA
Sewer Enterprise Fund

PROPOSED REVENUE INCREASES			
	1-Mar-13	1-Mar-17	
1-Apr-09	3.50%	3.50%	0.00%
1-Mar-10	0.00%	3.50%	0.00%
1-Apr-11	6.50%	3.50%	-
1-Mar-12	3.50%	3.50%	-

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

	-- Audited Financial Statements --						Projected	Projected	Projected	Projected	Projected
	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14					
Revenue Available for D/S	\$787,086	\$867,763	\$856,272	\$914,426	\$834,611	\$850,254	\$867,615	\$884,385	\$889,880	\$862,953	
BOND DEBT SERVICE											
Series 1994A Sewer Revenue SRF	\$8,601	\$50,601	\$50,320	\$52,009	\$153,687	\$0	\$0	\$0	\$0	\$0	
Series 1996 Sewer Revenue SRF	188,530	188,138	187,624	187,988	183,690	180,940	182,600	184,160	184,620	0	
Series 2002 Sewer Refunding Bonds	197,940	196,565	194,565	172,095	0	0	0	0	0	0	
Series 2002 Sewer Revenue SRF	0	0	0	0	0	244,980	247,080	249,060	250,920	253,660	
Total Revenue Debt Service	\$395,071	\$435,304	\$432,509	\$412,092	\$337,376	\$425,920	\$429,680	\$433,220	\$435,540	\$253,660	
Series 2002 SRF-Subordinate	278,240	277,780	278,158	277,340	262,360	0	0	0	0	0	
Proposed Series 2011 G.O. Bonds	0	0	0	0	0	0	0	0	0	0	
TOTAL DEBT SERVICE	\$673,311	\$713,084	\$710,667	\$689,432	\$599,736	\$425,920	\$429,680	\$433,220	\$435,540	\$253,660	
Debt Coverage Ratios											
Net Cashflow/Revenue Debt	1.99	1.99	1.98	2.22	2.47	2.00	2.02	2.04	2.04	3.40	
Net Cashflow/ All Debt	1.17	1.22	1.20	1.33	1.39	2.00	2.02	2.04	2.04	3.40	
Net Cashflow after Debt	\$113,775	\$154,679	\$145,605	\$224,995	\$234,875	\$424,334	\$437,935	\$451,165	\$454,340	\$609,293	
+ / (-) Construction Fund	0	0	0	0	0	0	0	0	0	0	
Other Sources / (Uses)	0	0	0	76,594	0	0	0	0	0	0	
Bond Fees Adjustment	(380)	(400)	(450)	(500)	0	0	0	0	0	0	
Bond/Warrant Proceeds	5,000	0	0	0	0	0	0	0	0	0	
Grant Funds	0	0	0	0	0	0	0	0	0	0	
Transfer (to)/from Improvement Fund	(11,400)	(11,400)	(11,400)	(8,432)	(11,400)	(11,400)	(11,400)	(11,400)	(11,400)	(11,400)	
Other Transfers In/(Out)	10,749	0	315,317	30,779	451,934	0	0	0	0	0	
Transfer (to)/from DSRF	18,399	24,623	28,228	30,779	451,934	0	0	0	0	0	
Capital Outlays	(355,418)	(28,968)	(360,732)	(302,421)	(757,138)	(274,100)	(446,750)	(538,585)	(361,400)	(480,500)	
Annual Surplus / (Deficit)	(\$219,275)	\$138,534	\$116,568	\$21,015	(\$81,729)	\$138,834	(\$20,215)	(\$98,820)	\$81,540	\$117,393	
Unrestricted Beg Cash Balance	\$896,745	\$677,470	\$816,004	\$932,572	\$953,587	\$871,858	\$1,010,692	\$990,477	\$891,657	\$973,197	
Unrestricted End Cash Balance	\$677,470	\$816,004	\$932,572	\$953,587	\$871,858	\$1,010,692	\$990,477	\$891,657	\$973,197	\$1,090,591	
Cash Balance as % O & M	83%	109%	124%	125%	102%	113%	106%	91%	95%	102%	
Restricted & Designated Reserves:											
Improvement Fund-614	\$31,383	\$42,783	\$54,183	\$62,615	\$74,015	\$85,415	\$96,815	\$108,215	\$119,615	\$131,015	
Debt Service Reserve Fund	535,564	510,941	482,713	451,934	0	0	0	0	0	0	
Total Cash	1,244,417	1,369,728	1,469,468	1,468,136	945,873	1,096,107	1,087,292	999,872	1,092,812	1,221,606	

Bond Documents state User Test will be at least 1.10x Coverage on Sub. Issue

DRAFT Document
01/31/2013

CITY OF OSKALOOSA, IOWA
Sewer Enterprise Fund

EXHIBIT 1a

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

PROPOSED REVENUE INCREASES					
1-Apr-09	3.50%	1-Mar-13	3.50%	1-Mar-17	0.00%
1-Mar-10	0.00%	1-Mar-14	3.50%	1-Mar-18	0.00%
1-Apr-11	6.50%	1-Mar-15	3.50%	1-Mar-19	-
1-Mar-12	3.50%	1-Mar-16	3.50%	1-Mar-20	-

	-- Audited Financial Statements --									
	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18
Capital Outlays										
Heavy Equipment-O & M	\$4,463			\$0	\$34,000					
Vehicles-O & M		19,958		31,379	26,786		\$60,000	\$51,000	\$30,000	30,000
Other Capital Equipment-O & M				0		74,000		5,000	15,000	
Utility Systems- O & M			14,021	26,490	33,882					
Other Capital Equipment-Collection			280,337	1,405	0					
Green Street Improvements				88,852	0					
City Sewer Assessment Study					0					
North 7th Sewer Replacement		9,010		154,295						155,000
Manhole & Sewer Lining - Burlington Road										58,000
Manhole & Sewer Lining - 3rd Ave West										
E. Ave West/Terrace Drive						185,700				
3rd Ave East - Sanitary Sewer Replacement						14,400				
North 3rd Street - Sanitary Sewer Replacement							114,000	102,085		
C Ave East - Sanitary Sewer Replacement							272,750			
North A Street - Sanitary Sewer Replacement									50,000	
5th Ave West - Sanitary Sewer Replacement									170,000	
North H & I Street - Sanitary Sewer Replacement									16,400	
North 12th and F Ave East - Sanitary Sewer Replacement										140,000
11th Ave West - Sanitary Sewer Replacement										97,500
McMullin Drive - Sanitary Sewer Replacement										
North 3rd Street - Line Sanitary Sewer										
South Plant Improvements										
North Plan Improvements										
Lift Station Improvements										
Bladder Replacement										
DOT Project										
Misc										
Total	28,968	298,821	298,821	302,421	757,138	274,100	446,750	538,585	361,400	480,500



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE:

Consider an ordinance establishing a no parking zone on south side of C Avenue East between North Market Street and North 4th Street – 2nd Reading.

EXPLANATION:

The Public Works Department has received a request to create a 'no parking zone' along the south side of C Avenue East from North 3rd Street to North 4th Street (December 4, 2012 email, attached). The complainant indicated that due to on-street parking, the visibility of oncoming traffic is reduced when waiting to cross C Avenue at North 3rd Street.

Presently, there is a parking restriction on the north side of C Avenue East from Market Street to North 8th Street. The pavement width along this section of C Avenue is 28.5 feet, and the average daily traffic volume is approximately 3,000 vehicles per day. The speed limit is not posted, but under Iowa Code the speed limit is assumed to be 25 mph. The three year crash records from 2009 to 2011, along C Avenue East from Market Street to North 4th Street, indicates that there were 8 broadside crashes, 1 sideswipe and 1 oncoming left turn crash. These types of crashes may result due to limited visibility or narrower lanes, which may be prevented with improving visibility at these intersections by restricting parking.

The city has also conducted a survey on households that potentially park along C Avenue East from Market Street to North 4th Street. Among the residents that responded to the survey, 67% of households supported leaving the on-street parking as is, and 33% supported prohibiting parking on the south side from Market Street to 4th Street.

Engineering staff reviewed the request and recommends implementation of a no parking zone on the south side of C Ave East from Market Street to North 4th Street. In this situation any parking on the street becomes hazardous due to the vertical curve that restricts visibility and creates narrower travel lanes. The citizen has requested a no

parking zone from North 3rd Street to North 4th Street. Staff recommends that the no parking zone be extended from Market Street to North 4th Street to improve the sight distance on side streets and to provide wider travel lanes.

The Planning & Zoning (P&Z) Commission considered this item at their January 14, 2013 meeting and recommended by a vote of 6 to 0 that the City Council approve the parking restriction on the south side of C Ave East between North Market Street and North 4th Street. The P&Z commission also recommended the staff to study the intersection of C Avenue & North 3rd Street for all-way stops.

3yr. Crash data from 2009-11	Injury Type			Manner of Crash			Total
	Location	PDO	Possible /Unknown	Non-Collision	Angle	Broadside	
Mid-block between N Market St & N 1st St							0
Intersection of N 1st St & C Ave E	1					1	1
Mid-block between N 1st St & N 2nd St							0
Intersection of N 2nd St & C Ave E							0
Mid-block between N 2nd St & N 3rd St	1		1				1
Intersection of N 3rd St & C Ave E	5	2		1	5	1	7
Mid-block between N 3rd St & N 4th St							0
Intersection of N 4th St & C Ave E	2				2		2
Mid-block between N 4th St & N 5th St	1		1				1
Total	10	2	2	1	8	1	12

Note: PDO – Property Damage only

BUDGET CONSIDERATION:

Cost of “No Parking Signs” and cost associated with drafting revisions to Chapter 10.48 of the Oskaloosa Municipal Code.

RECOMMENDED ACTION:

Approve the second reading of the ordinance.

ATTACHMENTS:

Ordinance, Location Map, Citizen email request, Survey Responses and Pictures.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A "NO PARKING" ZONE ALONG THE SOUTH SIDE OF C AVENUE EAST BETWEEN NORTH MARKET STREET AND NORTH 4TH STREET, PROHIBITING THE PARKING OF MOTOR VEHICLES OR OTHER TYPE OF VEHICLES WITHIN SAID NO PARKING ZONE; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF

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 south side of C Avenue East between North Market Street and North 4th Street.

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 advise 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: 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 _____ 2013, and approved this _____ day of _____ 2013.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____ 2013.

Signed _____



Proposed On Street Parking Changes along C Avenue East

LEGEND

- Current No Parking Zones
- Proposed No Parking Zones

Survey Responses

- Yes:** Prohibit Parking on South Side
- No:** Leave Parking As Is

YMCA

C Ave E

N 1st St

N 2nd St

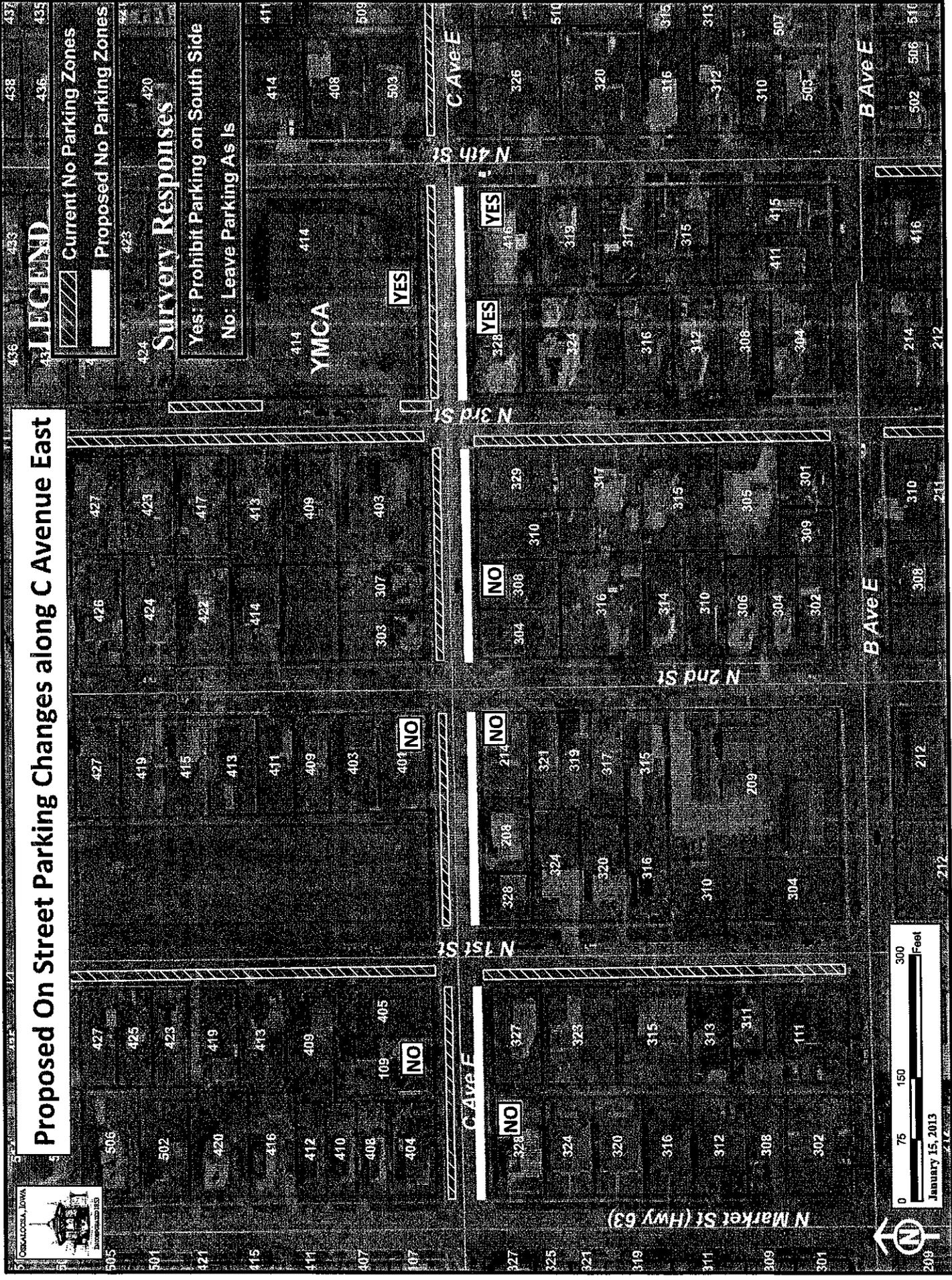
N 3rd St

N 4th St

C Ave E

B Ave E

N Market St (Hwy 63)



C AVENUE EAST BETWEEN MARKET STREET & NORTH 4TH STREET			
ADDRESS	OWNER/RESIDENT	RESPONSE	Comments:
328 North Market St	Ginny Foster % Charles Perdue	Leave on street parking as it is	
404 North Market St	Vicki McCombs		
Oskaloosa Community School	Oskaloosa community School		
109 C Avenue East	Charles & Mary Lynch	Leave on street parking as it is	
208 C Avenue East	Frogger Properties LLC % Andrew Davis		
214 C Avenue East	Douglas Vanroekel	Leave on street parking as it is	
303 C Avenue East	Parker, Marie J Revocable Trust		
304 C Avenue East	Robert Draughn		
307 C Avenue East	Catherine Langel	Leave on street parking as it is	
308 C Avenue East	Reginald & Janet Dodd	Leave on street parking as it is	There is currently limited parking on our street. The YMCA's parking lot is limited as well. When different functions are hosted at the YMCA as well as the old football stadium, additional parking is needed. If parking would be prohibited, our guests would have a difficult time finding a close place to park. The majority of the vehicles parked on the street in front of our house overnight do not belong to us.
310 C Avenue East	David Batman		
416 C Avenue East	David & Carol Polkowske	Prohibit parking on south side at all times	
328 North 1st Street	Marilyn Edel		
327 North 1st Street	Trampas & Peggy Sams		
405 North 1st Street	Joe & Mary Beal		
401 North 2nd Street	Catherine Smith	Leave on street parking as it is	Event parking is sometimes needed at the old stadium along C Ave. No reason was given for the request and parking has never been an issue for residents that I know of.
328 North 3rd Street	Jaime & Susan Leonard	Prohibit parking on south side at all times	C Ave E and N 3rd St should be a 4 way stop
329 North 3rd Street	David Batman		
403 North 3rd Street	Nancy Jones		
414 North 3rd Street	% Mahaska Ymca Community Center	Prohibit parking on south side at all times	Thank you for investigating the concerns presented

Response Categories:

Prohibit parking on South side at all times

Leave on-street parking as it is

C Avenue East & North 1st Street (South approach leg looking west)



C Avenue East & North 1st Street (South approach leg looking east)



C Avenue East & North 2nd Street (South approach leg looking west)



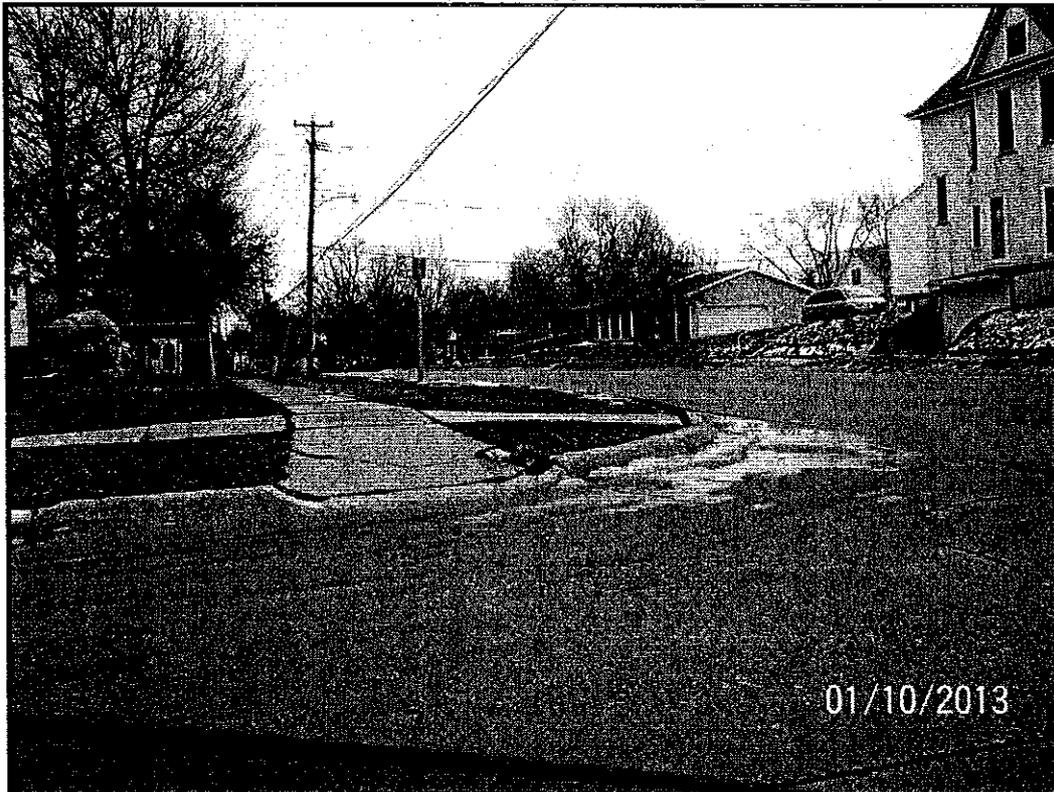
C Avenue East & North 2nd Street (South approach leg looking east)



C Avenue East & North 3rd Street (North approach leg looking west)



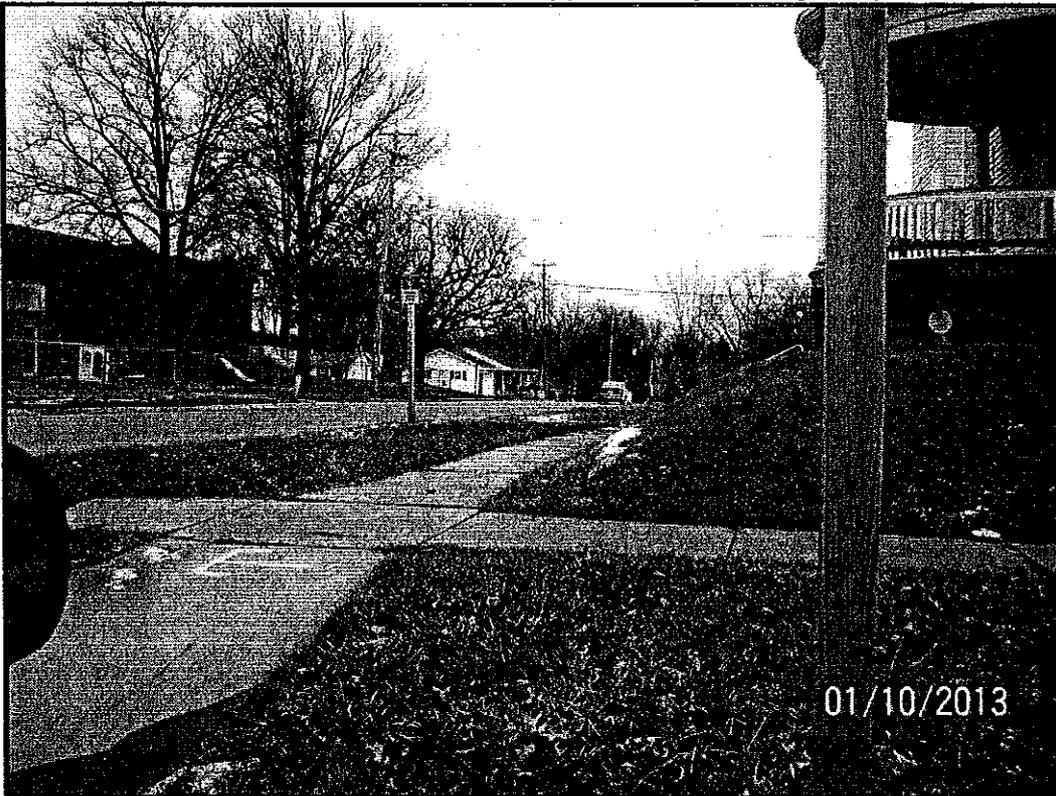
C Avenue East & North 3rd Street (North approach leg looking east)



C Avenue East & North 3rd Street (South approach leg looking west)



C Avenue East & North 3rd Street (South approach leg looking east)



C Avenue East & North 4th Street (South approach leg looking west)



C Avenue East & North 4th Street (South approach leg looking east)





CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE:

Consider an ordinance to remove the parking restriction along the east side of South M Street from 3rd Avenue West to 600 feet south of 3rd Avenue West – 2nd reading.

EXPLANATION:

The Public Works Department has received a request from Oskaloosa School Construction Trades to remove the parking restriction along the west side of South M Street (December 5, 2012 letter, attached). The request was submitted in order to provide for the future parking needs of the Pine Ridge Subdivision housing development being constructed along the west side of South M Street south of 3rd Avenue West.

Presently parking is restricted on the west side of South M Street from 3rd Avenue West to 9th Avenue West and also on the east side from 3rd Avenue West to 600 feet south of 3rd Avenue West. The pavement width along this section of South M Street is 30.5 feet, the posted speed limit is 25 mph, and the average daily traffic volume is approximately 2,000 vehicles per day. No crashes were reported in this area from 2009 to 2011.

The city conducted a survey on households adjacent to the proposed parking zone change. Among the residents that responded to the survey, 67% of households supported removing the no parking zone, and 33% supported leaving on-street parking as is.

The Planning & Zoning (P&Z) Commission considered this item at their January 14, 2013 meeting and recommended by a vote of 4 to 2 that the City Council approve the request to remove the parking restriction on the west side of South M Street. The P&Z Commission stated that on-street parking adjacent to the property helps real estate values. However, Staff recommendation is that the parking restriction be removed along the east side of South M Street in order to accommodate existing driveway cuts and provide uniformity along South M Street.

BUDGET CONSIDERATION:

Cost of "No Parking Signs" and cost associated with drafting revisions to Chapter 10.48 of the Oskaloosa Municipal Code.

RECOMMENDED ACTION:

Approve the second reading of an ordinance.

ATTACHMENTS:

Ordinance, Location Maps, School request letter, Survey Responses and Pictures.

ORDINANCE NO. _____

AN ORDINANCE TO REMOVE THE EXISTING "NO PARKING ZONE" ALONG THE EAST SIDE OF SOUTH M STREET FROM 3RD AVENUE WEST TO 600 FEET SOUTH OF THIRD AVENUE WEST.

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

SECTION 1: The purpose of this ordinance is to remove the "No Parking Zone" along the east side of South M Street from 3rd Avenue to 600 feet south of 3rd Avenue West.

SECTION 2: 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 February 2013, and approved this _____ day of February, 2013.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of February 2013.

Signed _____

1514



Proposed On Street Parking Change along South M Street

Staff Recommended Proposal

Suffolk Rd

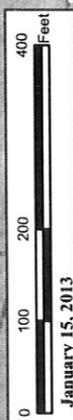
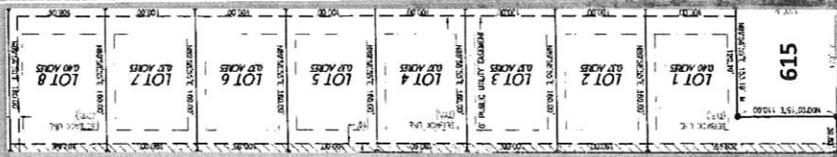
3rd Ave W

Arbor Trace Dr

LEGEND

 Current No Parking Zones

Proposed Removal of the Parking Restriction along the East side of South M Street



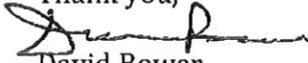
January 15, 2013



To Whom It May Concern:

Last year we developed 8 lots along South M Street. We built one house last year at 407 South M Street and are currently constructing a house at 415 South M Street. Currently there is no parking on South M Street south of 3rd Ave West where we are building. I am writing to ask you to add parking to the west side of South M Street where we are constructing homes. Please advise what I can do to change the current parking situation.

Thank you,



David Bower

12/5/12

Oskaloosa Senior High Construction Trades

SOUTH M STREET FROM 3rd AVENUE WEST TO 600 FEET			
ADDRESS	OWNER/RESIDENT	RESPONSE	Comments:
1316 3rd Avenue West	Jimmy & Linda Silvers	Leave on-street parking as it is.	
328 South M Street	Oskaloosa Limited Partnership % National Mgmt Corp	Remove Parking on East side at all times.	
407 South M Street	Oskaloosa Community School District		
520 South M Street	Rod Hicks & Diane Kerber	Remove Parking on East side at all times.	
608 South M Street	Jan Mcleland & Marilyn Meuller		This does not matter to us but thanks for asking.

Response Categories:
 Remove parking on East side at all times
 Leave on-street parking as it is

South M Street (Looking south & north)



OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE:

Consider an ordinance to amend the zoning ordinance of the City of Oskaloosa, Iowa by rezoning the east portion of the property at 206 Rock Island Avenue from LI, Limited Industrial District, to UC, Mixed Use Urban Corridor District – 2nd reading.

EXPLANATION:

Gerald Cole, owner of 206 Rock Island Avenue, has submitted a rezoning request for this property. The parcel in consideration is 0.73 acres in area. Presently, the western portion of the property is zoned as UC, Urban Corridor District, while the eastern portion of the same property is zoned LI, Limited Industrial District. The present tenant of this property, Marty Duffy, manages 'The Cellar' and wants to be in zoning compliance for a cocktail lounge in order to sell and consume alcoholic beverages on the premises.

Table 17.08, Permitted Uses by Zoning Districts, of the zoning chapter in the Oskaloosa Municipal Code requires a Conditional Use Permit for a Cocktail Lounge in a UC District, whereas a Cocktail Lounge is permitted by right in an LI District. The applicant has requested to rezone the entire property to an LI District to be in zoning compliance and to have uniform zoning for the entire property.

The Comprehensive Plan designates the entire property as Mixed Use, which is inconsistent with an LI District. Hence the staff recommended proposal is to rezone the eastern portion of the property from an LI District to a UC District. This will make the entire property zoned uniformly as a UC District. However, the applicant will additionally be required to apply for a Conditional Use Permit for a cocktail lounge to sell and consume alcoholic beverages on the premises.

The Planning & Zoning Commission considered this item at their January 14, 2013 meeting and recommended by a vote of 6 to 0 that the City Council approve this rezoning request.

Note: Listed below are definitions and permitted use types by zoning districts as per Oskaloosa Municipal Code.

Cocktail Lounge: A use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses other than a restaurant as that term is defined in this section. (Oskaloosa Ordinance - 17.06.070)

Mixed use urban corridor: This district recognizes the mixed use character of major urban corridors, such as A Avenue and Market Street. These corridors sometimes accommodate a combination of residential, commercial, and office uses. Design standards maintain their character as important urban streets. (Oskaloosa Ordinance – Table 17.08 A: Purposes of Zoning Districts)

Limited industrial: This district is intended to reserve sites appropriate for the location of industrial uses with relatively limited environmental effects. The district is designed to provide appropriate space and regulations to encourage good quality industrial development, while assuring that facilities are served with adequate parking and loading facilities. (Oskaloosa Ordinance – Table 17.08 A: Purposes of Zoning Districts)

Table 17.08 B: Permitted Uses by Zoning Districts

Use Types	UC	CC	DC	GC	HC	BP	LI	GI
Cocktail lounge	C	P	C	P	P	C	P	P

(Oskaloosa Ordinance – Table 17.08 B: Permitted Uses by Zoning Districts)

BUDGET CONSIDERATION:

Revenue of \$250.00 for rezoning application fee.

RECOMMENDED ACTION:

Approve the second reading of the ordinance.

ATTACHMENTS:

Ordinance, Location Map, Rezone Application, Complaint letter from citizen, and Pictures.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA BY CHANGING THE ZONING OF CERTAIN PROPERTY LOCATED AT 206 ROCK ISLAND AVENUE FROM LI, LIMITED INDUSTRIAL DISTRICT, TO UC, MIXED USE URBAN CORRIDOR DISTRICT.

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

SECTION 1. The purpose of this ordinance is to change the zoning of the following described parcel of land located at 206 Rock Island Avenue from LI, Limited Industrial District, to UC, Mixed Use Urban Corridor District, legally described as follows:

A part of the former Chicago, Rock Island and Pacific Railroad Company's station grounds located in the Northeast Quarter of the Northeast Quarter of Section Twenty-four, Township Seventy-five, Range Sixteen, more particularly described as follows: Commencing at the intersection of the West line of South Second Street with the centerline of the Chicago, Rock Island and Pacific Railroad main tract, thence South along the West line of South Second Street 27.35 feet to a point 70.0 feet North from the North line of Lot One of the Subdivision of Lot Two of the Southeast Quarter of the Northeast Quarter of said Section Twenty-four, thence West 270.40 feet along a line which is 70.0 feet from and parallel with said North line, thence North 104.14 feet to the South line of Rock Island Avenue, thence East along said South line 270.70 feet, thence South 79.0 feet along the West line of South Second Street to the point of beginning; and commencing at the Northwest corner of the first described parcel of real estate, thence West 33.23 feet along the South line of Rock Island Avenue, thence South to a point 33.34 feet West of the Southwest corner of the first described parcel of real estate, thence East 33.34 feet to said Southwest corner of the first described parcel of real estate, thence North 104.14 feet to the point of beginning.

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

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

Passed by the Council the _____ day of _____ 2013, and approved this _____ day of _____ 2013.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

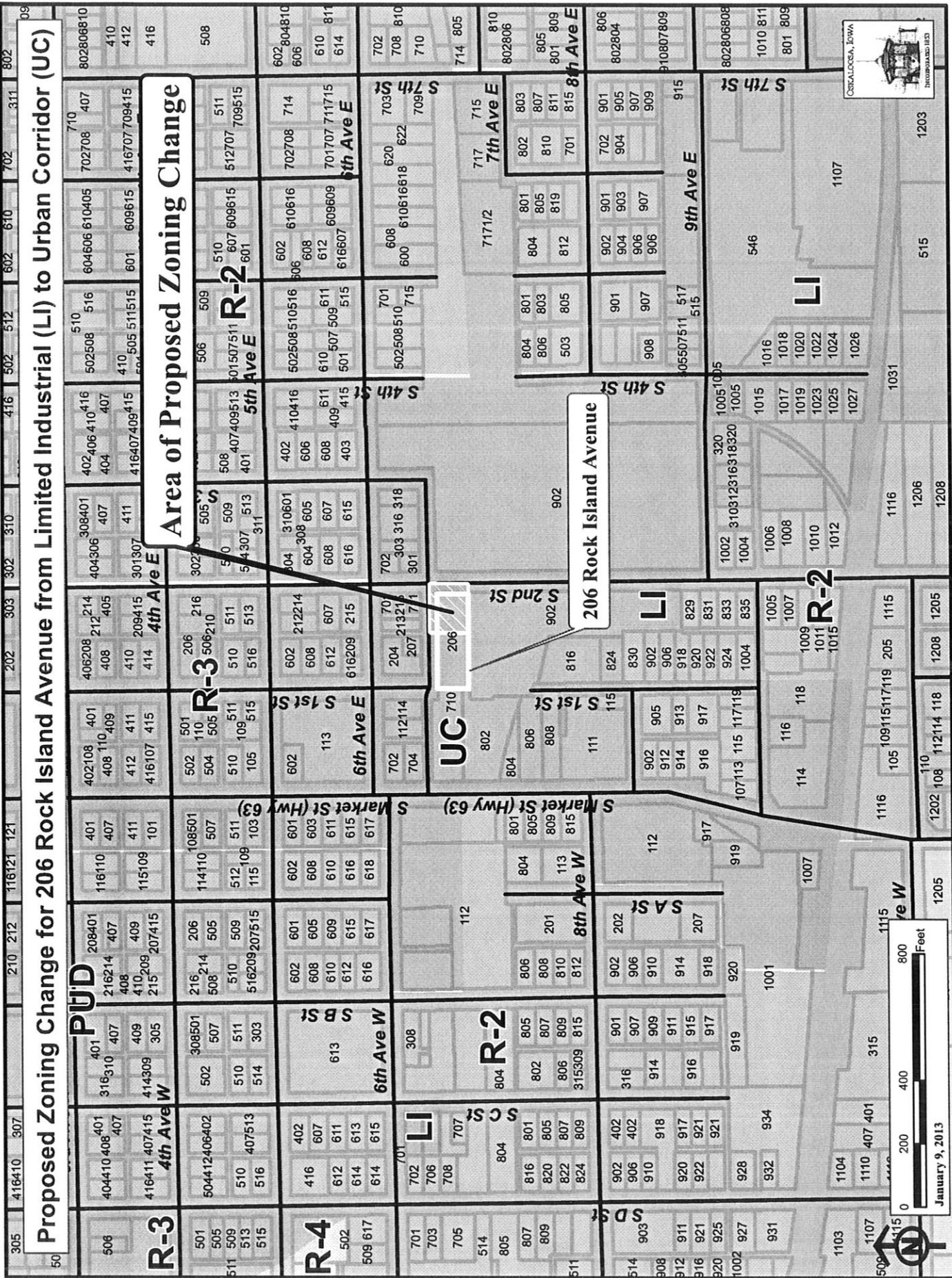
I certify that the foregoing was published as Ordinance No. _____ on the
_____ day of _____ 2013.

Signed _____

Proposed Zoning Change for 206 Rock Island Avenue from Limited Industrial (LI) to Urban Corridor (UC)

Area of Proposed Zoning Change

206 Rock Island Avenue



January 9, 2013



REZONING APPLICATION

APPLICANT NAME: Gerald Cole

APPLICANT ADDRESS: 206 Rock Island Ave

Phone number: 414-295-4418

OWNER NAME: Gerald Cole

ADDRESS OF PROPERTY: 206 Rock Island Ave

LEGAL DESCRIPTION: Pub

REQUEST REZONING FROM Half of parcel is in U.C. (urban corridor district) ^{half}
TO L.I. (limited industrial district) _{LI}

REASON FOR REZONING APPLICATION AND THE NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE:
Consistent zoning on parcel

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

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

JAD LLC
[Signature]
SIGNATURE OF OWNER

DATE: Nov 27 2012

Dear Akhilesh Pal,

In reference to the "Cellar" relocating to the "Depot," we have no objections to that. But what we do object to is outdoor music and carrying on out doors on the "beer garden." It's very annoying and makes it hard to sleep at night. We had to notify police on several occasions when the "Depot" was open.

Thank You for hearing us.

Larry + Linda Gustavson
at 702 South Market

RECEIVED
12/26/2012

206 Rock Island Avenue



OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE:

Consider a resolution amending resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Oskaloosa, Iowa, the Iowa Finance Authority, Iowa Department of Natural Resources and Norwest Bank Iowa, National Association and authorizing and providing for the issuance and securing the payment of \$1,515,000 Sewer Revenue Capital Loan Notes, Series 1994, of the City of Oskaloosa, Iowa, under provisions of the Code of Iowa, and providing for a method of payment of said Notes.

Explanation:

The Oskaloosa City Council adopted Resolution No. 94-3-23 on March 7, 1994, approving and authorizing a form of Loan and Disbursement Agreement between the City of Oskaloosa, Iowa, the Iowa Finance Authority, Iowa Department of Natural Resources and Norwest Bank Iowa, National Association. Section 17 of that resolution provides for the deposit of revenues into a Reserve Fund. The Iowa Finance Authority does not require funds to be deposited into a Reserve Fund. Approval of this resolution will delete all references requiring a Reserve Fund in the authorizing resolution.

BUDGET CONSIDERATION:

The Sanitary Sewer Reserve Fund currently holds a reserve for this capital loan note in the amount of \$16,689. Approval of this item releases the funds in the amount of \$16,689 from the self imposed capital loan note reserve. The funds may be used for any legal purpose associated with the Sanitary Sewer Fund as determined by the City Council.

ATTACHMENTS:

Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION AMENDING RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF OSKALOOSA, IOWA, IOWA FINANCE AUTHORITY, IOWA DEPARTMENT OF NATURAL RESOURCES AND NORWEST BANK IOWA, N.A. AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$1,515,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 1994, OF THE CITY OF OSKALOOSA, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION AMENDING RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF OSKALOOSA, IOWA, IOWA FINANCE AUTHORITY, IOWA DEPARTMENT OF NATURAL RESOURCES AND NORWEST BANK IOWA, N.A. AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$1,515,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 1994, OF THE CITY OF OSKALOOSA, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES

WHEREAS, the City Council of the City of Oskaloosa, Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore adopted Resolution No. 94-3-23 on March 7, 1994, approving and authorizing a form of Loan and Disbursement

Agreement between the City of Oskaloosa, Iowa, the Iowa Finance Authority, Iowa Department of Natural Resources and Norwest Bank Iowa, National Association; and

WHEREAS, Section 17 of that Resolution provides for the deposit of revenues into a Reserve Fund; and

WHEREAS, the Iowa Finance Authority does not require funds to be deposited into a Reserve Fund.

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

Section 1. All references requiring a Reserve Fund in the authorizing resolution are hereby deleted.

Section 2. All other provisions of the authorizing resolution shall remain in full force and effect.

PASSED AND APPROVED this ____ day of _____, 2013.

Mayor

ATTEST:

City Clerk

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE:

Consider a resolution amending resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Oskaloosa, Iowa, the Iowa Finance Authority, Iowa Department of Natural Resources and Norwest Bank, Iowa, National Association and authorizing and providing for the issuance and securing the payment of \$2,671,000 Sewer Revenue Capital Loan Notes, Series 1996, of the City of Oskaloosa, Iowa, under provisions of the Code of Iowa, and providing for a method of payment of said Notes.

Explanation:

The Oskaloosa City Council adopted Resolution No. 95-12-115 on December 18, 1995, approving and authorizing a form of Loan and Disbursement Agreement between the City of Oskaloosa, Iowa, the Iowa Finance Authority, Iowa Department of Natural Resources and Norwest Bank Iowa, National Association. Section 17 of that resolution provides for the deposit of revenues into a Reserve Fund. The Iowa Finance Authority does not require funds to be deposited into a Reserve Fund. Approval of this resolution will delete all references requiring a Reserve Fund in the authorizing resolution.

Staff recommends approval.

BUDGET CONSIDERATION:

The Sanitary Sewer Reserve Fund currently holds a reserve for this capital loan note in the amount of \$97,682. Approval of this item releases the funds in the amount of \$97,682 from the self imposed capital loan note reserve. The funds may be used for any legal purpose associated with the Sanitary Sewer Fund as determined by the City Council.

ATTACHMENTS:

Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION AMENDING RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF OSKALOOSA, IOWA, IOWA FINANCE AUTHORITY, IOWA DEPARTMENT OF NATURAL RESOURCES AND NORWEST BANK IOWA, N.A. AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$2,671,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 1996, OF THE CITY OF OSKALOOSA, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION AMENDING RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF OSKALOOSA, IOWA, IOWA FINANCE AUTHORITY, IOWA DEPARTMENT OF NATURAL RESOURCES AND NORWEST BANK IOWA, N.A. AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$2,671,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 1996, OF THE CITY OF OSKALOOSA, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES

WHEREAS, the City Council of the City of Oskaloosa, Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore adopted Resolution No. 95-12-115 on December 18, 1995, approving and authorizing a form of Loan and Disbursement Agreement between the City of Oskaloosa, Iowa, the Iowa Finance

Authority, Iowa Department of Natural Resources and Norwest Bank Iowa, National Association; and

WHEREAS, Section 17 of that Resolution provides for the deposit of revenues into a Reserve Fund; and

WHEREAS, the Iowa Finance Authority does not require funds to be deposited into a Reserve Fund.

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

Section 1. All references requiring a Reserve Fund in the authorizing resolution are hereby deleted.

Section 2. All other provisions of the authorizing resolution shall remain in full force and effect.

PASSED AND APPROVED this ____ day of _____, 2013.

Mayor

ATTEST:

City Clerk

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE:

Consider a resolution amending resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Oskaloosa, Iowa, the Iowa Finance Authority, Iowa Department of Natural Resources and Wells Fargo Bank Iowa, National Association and authorizing and providing for the issuance and securing the payment of \$4,017,000 Sewer Revenue Capital Loan Notes, Series 2002, of the City of Oskaloosa, Iowa, under provisions of the Code of Iowa, and providing for a method of payment of said Notes.

Explanation:

The Oskaloosa City Council adopted a resolution on November 18, 2002, approving and authorizing a form of Loan and Disbursement Agreement between the City of Oskaloosa, Iowa, the Iowa Finance Authority, Iowa Department of Natural Resources and Wells Fargo Bank Iowa, National Association. Section 17(c) of that resolution provides for the deposit of revenues into a Reserve Fund. The Iowa Finance Authority does not require funds to be deposited into a Reserve Fund. Approval of this resolution will delete all references requiring a Reserve Fund in the authorizing resolution.

BUDGET CONSIDERATION:

The Sanitary Sewer Reserve Fund currently holds a reserve for this capital loan note in the amount of \$337,563. Approval of this item releases the funds in the amount of \$337,563 from the self imposed capital loan note reserve. The funds may be used for any legal purpose associated with the Sanitary Sewer Fund as determined by the City Council.

ATTACHMENTS:

Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION AMENDING RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF OSKALOOSA, IOWA, IOWA FINANCE AUTHORITY, IOWA DEPARTMENT OF NATURAL RESOURCES AND WELLS FARGO BANK IOWA, N.A. AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$4,017,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2002, OF THE CITY OF OSKALOOSA, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION AMENDING RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF OSKALOOSA, IOWA, IOWA FINANCE AUTHORITY, IOWA DEPARTMENT OF NATURAL RESOURCES AND WELLS FARGO BANK IOWA, N.A. AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$4,017,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2002, OF THE CITY OF OSKALOOSA, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES

WHEREAS, the City Council of the City of Oskaloosa, Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore adopted a resolution on November 18, 2002, approving and authorizing a form of Loan and Disbursement

Agreement between the City of Oskaloosa, Iowa, the Iowa Finance Authority, Iowa Department of Natural Resources and Wells Fargo Bank Iowa, N.A.; and

WHEREAS, Section 17(c) of that Resolution provides for the deposit of revenues into a Reserve Fund; and

WHEREAS, the Iowa Finance Authority does not require funds to be deposited into a Reserve Fund.

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

Section 1. All references requiring a Reserve Fund in the authorizing resolution are hereby deleted.

Section 2. All other provisions of the authorizing resolution shall remain in full force and effect.

PASSED AND APPROVED this ____ day of _____, 2013.

Mayor

ATTEST:

City Clerk



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: CITY MANAGER'S OFFICE

ITEM TITLE:

Consider a resolution approving the *Agreement Pursuant to Chapter 28E, Iowa Code Between the City of Oskaloosa, Iowa and the Iowa Department of Transportation for the Joint Construction of Sanitary Sewer Infrastructure.*

EXPLANATION:

The city and the Iowa Department of Transportation (DOT) have been working together on a plan to extend the city's current sanitary service area to include the DOT's maintenance facility located at 1970 Iowa 92 West. The DOT is being mandated to abandon septic systems for its facilities and seek out waste water treatment facility hook ups where possible. The DOT is willing to pay for its portion of necessary sanitary sewer project costs, estimated at \$300,000. Staff recommends the city seize this opportunity to partner on the project and "upsized" the sanitary sewer line. The upsizing will allow the city to extend sanitary sewer services to an area of town that does not have sewer infrastructure, thereby providing new development ready sites west of Highway 163 for economic development purposes. The city's share of upsizing is estimated to cost \$302,470.

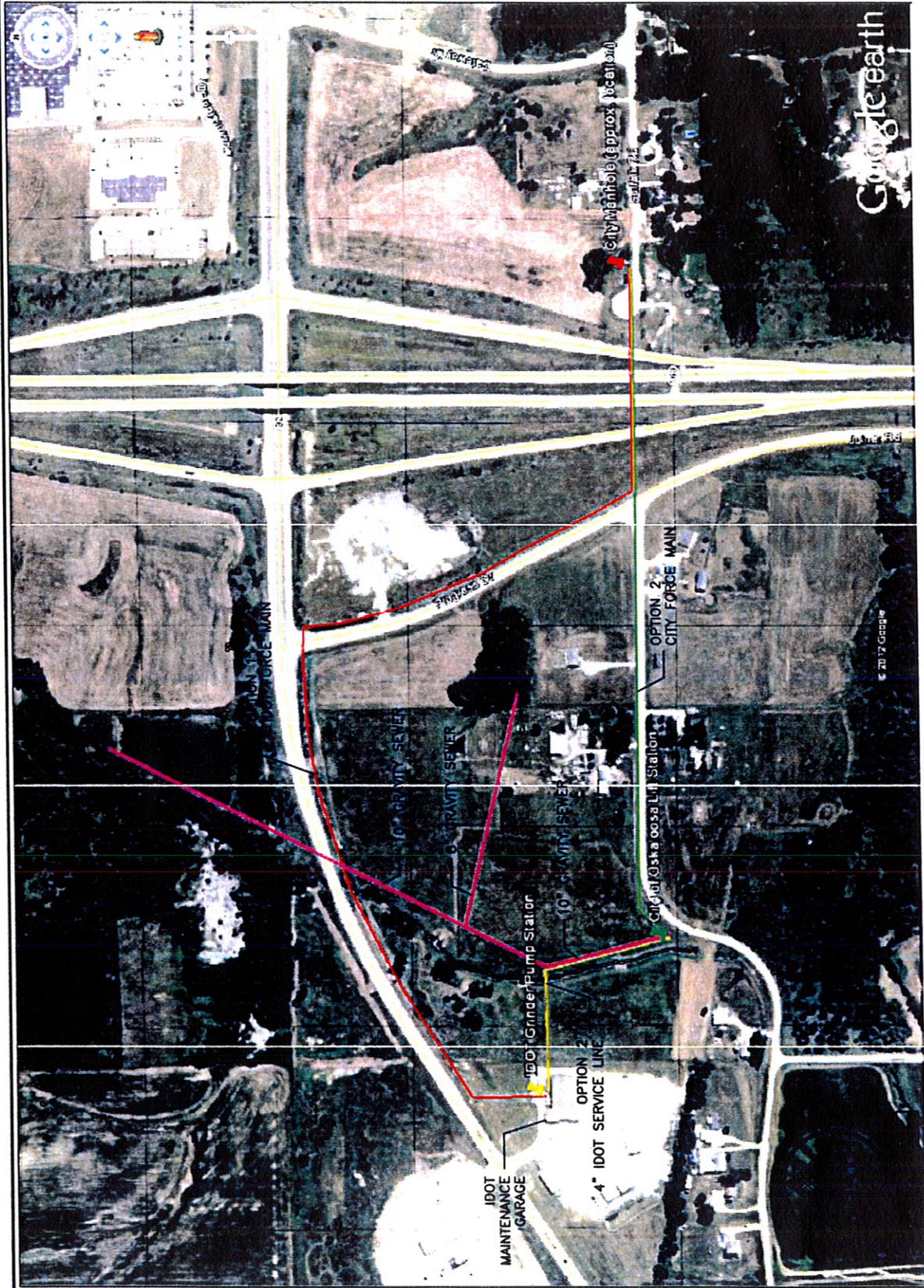
In order to accomplish this partnership, a 28E Agreement must be executed between the two entities. Attached is the document for the City Council and public's inspection. The document outlines the legal responsibilities of each party during the cooperative project.

BUDGET CONSIDERATION:

The 28E Agreement outlines the capital and operational cost sharing between the City of Oskaloosa and the DOT. The total project cost is estimated at \$602,470 with the DOT paying for \$300,000 and the city making up the difference. This project is specifically budgeted in the FY2013 and FY2014 budgets in the sanitary sewer fund. The city will utilize funds that are presently obligated to secure old State Revolving Fund (SRF) loans the city previously issued. That method of securing the debt is out of date and staff is working with the Iowa Finance Authority and bond counsel to release approximately \$450,000 of funds that can be used at the discretion of the city council for sanitary sewer purposes.

ATTACHMENTS:

1. Project area map;
2. Project estimate;
3. Resolution; and
4. 28E Agreement.



SHEET NO.

FIG 1

PRELIMINARY INVESTIGATION
 SANITARY SEWER SERVICE
 LAYOUT ALTERNATIVES

OSKALOOSA MAINTENANCE
 GARAGE SANITARY SEWER
 IOWA DOT
 OSKALOOSA, IOWA



Drawn By	BID DATE
MJR	NA
Approved By	Job Number
MJR	10100002.19

N.T.S.

**PRELIMINARY COST ESTIMATE
WEST AREA SANITARY SEWER IMPROVEMENTS - PHASE 2
OSKALOOSA, IOWA**

1/3/2013

No.	Item	Units	Item Quantity	Unit Price	Amount
1.	Stabilizing Material	CY	50	\$30.00	\$1,500.00
2.	Auger or Jacking Pipe in Place				
2.1	16" Steel	LF	210	\$200.00	\$42,000.00
2.2	14" Steel	LF	140	\$175.00	\$24,500.00
3.	Surfacing Replacement				
3.1	Granular	TONS	14	\$30.00	\$420.00
4.	Fence Replacement	LF	345	\$10.00	\$3,450.00
5.	Standard Manholes	EA	11	\$3,000.00	\$33,000.00
6.	Sanitary Sewer Pipe in Place				
6.1	8" Diameter	LF	1,311	\$35.00	\$45,885.00
6.2	10" Diameter	LF	2,570	\$40.00	\$102,800.00
7.	Air Release Manhole	EA	1	\$5,000.00	\$5,000.00
8.	Force Main in Place				
8.1	6" Diameter	LF	1,507	\$25.00	\$37,675.00
9.	Force Main in Existing Casing Pipe	LF	787	\$20.00	\$15,740.00
10.	Lift Station	LS	XXXXX	XXXXX	\$150,000.00
11.	Seeding and Fertilizing	LS	XXXXX	XXXXX	\$8,000.00
11.	Miscellaneous Construction	LS	XXXXX	5%	\$23,500.00
Subtotal - Construction Cost					\$493,470.00
Land/Easement Acquisition					\$10,000.00
Engineering - Design, Bid, Construction Admin, Staking				\$54,000.00	
Engineering - Inspection				\$45,000.00	
Engineering - Total					\$99,000.00
TOTAL ESTIMATED PROJECT COST					\$602,470.00

RESOLUTION NO. _____

**RESOLUTION APPROVING THE 28E AGREEMENT
BETWEEN THE CITY OF OSKALOOSA AND THE IOWA
DEPARTMENT OF TRANSPORTATION JOINT
CONSTRUCTION OF SANITARY SEWER INFRASTRUCTURE**

WHEREAS, the City of Oskaloosa and the Iowa Department of Transportation (collectively "Parties") are all political subdivisions existing under the laws of Iowa; and

WHEREAS, Iowa Code § 28E.1 expresses the legislative intent to "permit state and local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and to cooperate in other ways of mutual advantage;" and

WHEREAS, the Parties have individually made findings upon due investigation to the effect that the joint construction of sanitary sewer infrastructure will best serve the Parties by disposing of sanitary waste in a conscientious and sustainable manner and achieving economies of scale that are unattainable by the individual efforts of the Parties; and

WHEREAS, The Iowa Department of Transportation proposes to utilize the City of Oskaloosa's existing utility casing under U.S. Highway 163 by completing this joint project with the City of Oskaloosa and

WHEREAS, The City of Oskaloosa is interested in "upsizing" the sanitary sewer infrastructure to accommodate the Iowa Department of Transportation's normal domestic wastewater usage as well as accommodate other future users in the area; and

WHEREAS, the Parties jointly agree that their common purposes can best be achieved by the creation of a joint administrative entity under the provisions of Chapter 28E, Iowa Code, rather than by any other means authorized by law.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Oskaloosa, Iowa that the Mayor and City Clerk are hereby authorized and directed to execute and record the *Agreement Pursuant to Chapter 28E, Iowa Code Between the City of Oskaloosa, Iowa and the Iowa Department of Transportation for the Joint Construction of Sanitary Sewer Infrastructure*.

PASSED AND APPROVED this 19th day of February 2013.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

5. The CITY shall be responsible for making initial payments for the project costs. After payments have been made the CITY may submit to the DOT periodic itemized claims for reimbursement in a total amount not to exceed three hundred thousand dollars (\$300,000), unless otherwise dictated by provisions of the Agreement or amendments hereto.
6. The CITY will perform construction inspection of the sanitary sewer improvement project.
7. Upon completion of construction, the CITY shall provide the DOT with one set of "as built" plans or one electronic copy of "as-built" plans and agrees to accept ownership of the newly constructed private sanitary sewer line(s). The CITY shall assume responsibility for all future maintenance operations associated therewith of any public sanitary sewer line improvements associated with this project, all at no additional expense or obligation to the DOT beyond typical charges that may be incurred through sanitary sewer rental charges for the system.
8. The connection of DOT private sanitary sewer line improvements shall conform to all CITY regulations and enacted standards.

Special Provisions

9. The CITY shall obtain easements associated with the sanitary sewer improvements. In the event compensation to a landowner is required to acquire the necessary easement(s) to establish a private connection between the DOT maintenance shop and the CITY lift station, this agreement shall be amended to reimburse CITY for actual expenses incurred.
10. The DOT will voluntarily annex the property located at 1970 Iowa 92 W., Oskaloosa, Mahaska County, Iowa when the parcel is contiguous to the CITY corporate boundary and be subject to all ordinances and regulations of the City of Oskaloosa, Iowa.
11. The DOT property located at 1970 Iowa 92 W., Oskaloosa, Mahaska County, Iowa shall be charged the normal in-town sewer rental rate upon connection to the CITY sanitary sewer.
12. The DOT shall pay for the sanitary sewer services provided by the CITY based on their use of the treatment works as determined by water meters acceptable to the CITY. The sanitary sewer rental fees are subject to change from time to time as determined by the Mayor and City Council.

General Provisions

13. In accordance with Iowa Code Chapter 216, the CITY shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
14. The CITY agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
15. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
16. This agreement is not assignable without the prior written consent of the DOT.
17. It is the intent of both parties that no third party beneficiaries be created by this Agreement.

18. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DOT and the CITY agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
19. This Agreement may be executed in two counterparts, each of which so executed will be deemed to be an original.
20. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the CITY and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2013-16-161as of the date shown opposite its signature below.

CITY OF OSKALOOSA:

By: _____ Date _____, 20____
Title: Mayor

I, _____, certify that I am the Clerk of the CITY, and that
_____, who signed said Agreement for and on behalf of the CITY was
duly authorized to execute the same on the _____ day of _____, 20____.

Signed: _____
City Clerk of Oskaloosa, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____
Jim Armstrong, P.E.
District Engineer
District 5

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: CITY MANAGER'S OFFICE

ITEM TITLE:

Consider a resolution approving a professional services agreement between the City of Oskaloosa and Garden & Associates, LTD. for the design of West Area Sanitary Sewer Improvements - 2013 in the amount of fifty-four thousand dollars (\$54,000).

EXPLANATION:

Staff is recommending the City Council approve a design agreement with Garden & Associates for the design of sanitary sewer improvements pursuant to the 28E Agreement between the City of Oskaloosa and the Iowa Department of Transportation. This design specifically addresses running sanitary sewer west under Highway 163 to the Iowa DOT maintenance facility located at 1970 Iowa 92 and the surrounding area. The overall project cost is estimated at \$602,470 and will be let for bids in Spring of 2013, with construction commencing in the summer of 2013.

The portions of the project for bid letting, bid approval and contract for construction will require separate and additional action by the city council in the future.

BUDGET CONSIDERATION:

The funding for this item is specifically included in the FY2013 and FY2014 budgets in the amount totaling \$54,000. The Iowa DOT's contribution for the project through the 28E Agreement helps offset the overall design fees being presented by Garden & Associates.

ATTACHMENTS:

1. Resolution
2. Project map concept (DRAFT document)
3. Standard form agreement.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN ENGINEERING SERVICES
AGREEMENT WITH GARDEN & ASSOCIATES, LTD FOR THE WEST
AREA SANITARY SEWER IMPROVEMENTS - 2013**

WHEREAS, the City Council of Oskaloosa deems it necessary to construct sanitary sewer improvements west of Highway 163 for the purposes of establishing sanitary sewer connections for the Iowa Department of Transportation; and

WHEREAS, the improvements are consistent with the approved 28E Agreement between the City of Oskaloosa and the Iowa Department of Transportation; and

WHEREAS, the City of Oskaloosa desires to employ the services of a professional firm to design and engineer the necessary improvements for the project; and

WHEREAS, Garden & Associates, LTD. is qualified and capable of providing the necessary design and engineering services for the improvements for the West Area Sanitary Sewer Improvements – 2013 for a total fee not to exceed fifty-four thousand dollars (\$54,000).

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa that the above-referenced agreement be and the same is hereby approved.

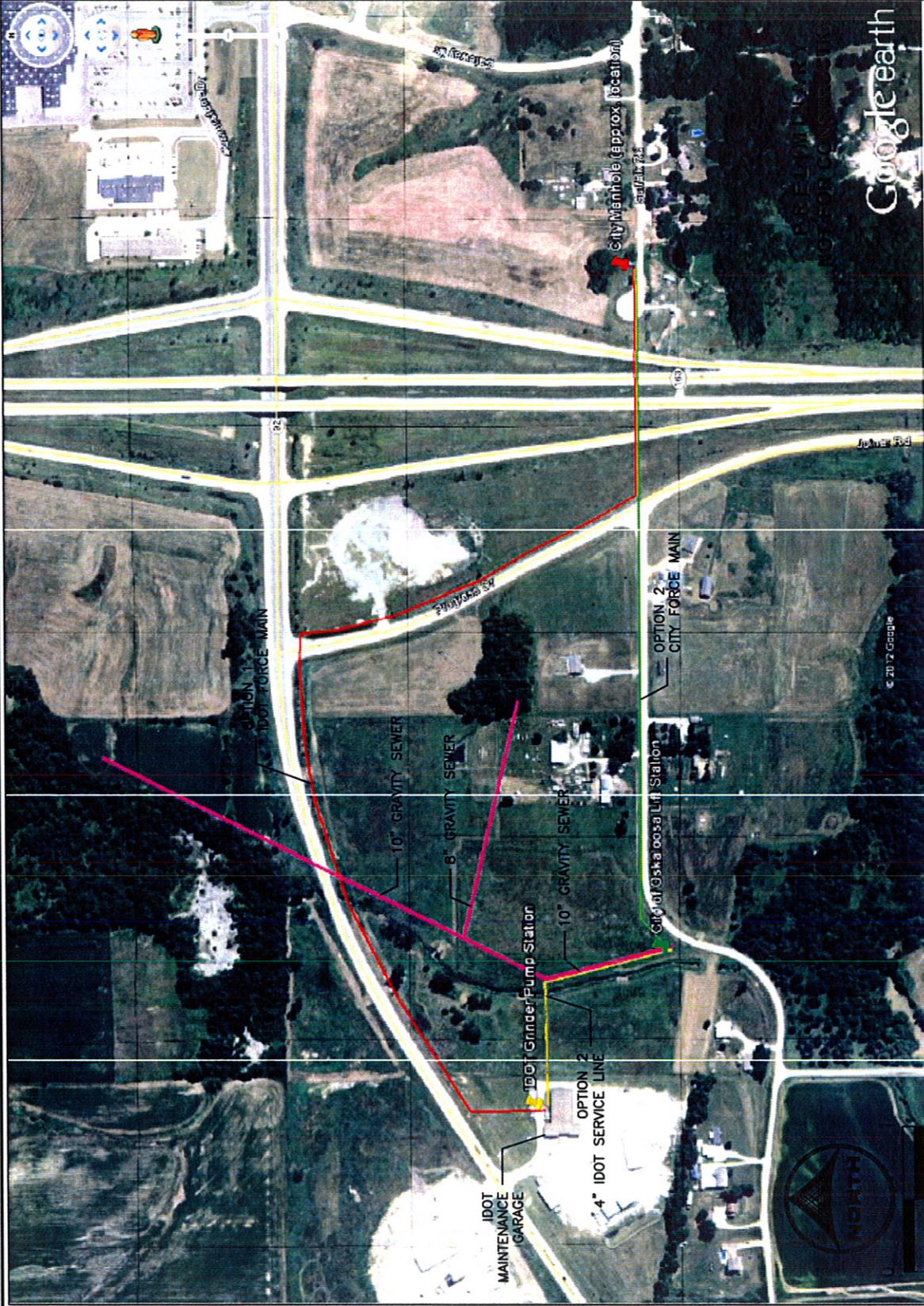
BE IF FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute the agreement on behalf of the city.

Passed and approved this 19th day of February, 2013.

David Krutzfeldt, Mayor

Attest:

Amy Miller, City Clerk



N.T.S.

Drawn By _____
 MJR
 Approved By _____
 MJR

BID DATE _____
 N/A
 Job Number _____
 10100002.19



HRGreen.com

OSKALOOSA MAINTENANCE
 GARAGE SANITARY SEWER
 IOWA DOT
 OSKALOOSA, IOWA

PRELIMINARY INVESTIGATION
 SANITARY SEWER SERVICE
 LAYOUT ALTERNATIVES

SHEET NO.

FIG 1

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER (CITY OF OSKALOOSA, IOWA)
AND
ENGINEER (GARDEN & ASSOCIATES, LTD.)
FOR PROFESSIONAL SERVICES FOR
WEST AREA SANITARY SEWER
IMPROVEMENTS - 2013
OSKALOOSA, IOWA**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

And

Issued and Published Jointly By



**AMERICAN CONSULTING
ENGINEERS COUNCIL**



**National Society of
Professional Engineers**
Professional Engineers in Private Practice



**AMERICAN SOCIETY OF
CIVIL ENGINEERS**

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

TABLE OF CONTENTS

	<u>Page No.</u>
IDENTIFICATION OF THE PARTIES.....	1
DESCRIPTION OF THE PROJECT.....	1
ARTICLE 1 - SERVICES OF ENGINEER	2
1.01 Scope.....	2
ARTICLE 2 - OWNER'S RESPONSIBILITIES.....	2
2.01 General.....	2
ARTICLE 3 - TIMES FOR RENDERING SERVICES.....	2
3.01 General.....	2
3.02 Suspension	2
ARTICLE 4 - PAYMENTS TO ENGINEER.....	2
4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER...	2
4.02 Other Provisions Concerning Payments	2
ARTICLE 5 - OPINIONS OF COST.....	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit.....	3
5.03 Opinions of Total Project Costs	3
ARTICLE 6 - GENERAL CONSIDERATIONS.....	3
6.01 Standards of Performance.....	3
6.02 Authorized Project Representatives	4
6.03 Design Without Construction Phase Services	4
6.04 Use of Documents.....	5
6.05 Insurance.....	5
6.06 Termination	6
6.07 Controlling Law.....	6
6.08 Successors, Assigns, and Beneficiaries.....	6
6.09 Dispute Resolutions.....	7
6.10 Hazardous Environmental Conditions.....	7
6.11 Allocation of Risks	7
6.12 Notices.....	8
6.13 Survival.....	8
6.14 Severability.....	8
6.15 Waiver.....	8
6.16 Headings.....	8
ARTICLE 7 - DEFINITIONS.....	8
7.01 Defined Terms.....	8
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS.....	11
8.01 Exhibits Included.....	11
8.02 Total Agreement.....	11

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

THIS IS AN AGREEMENT effective as of December 3, 2012 ("Effective Date") between The City of Oskaloosa, Iowa ("OWNER") and Garden & Associates, Ltd., Oskaloosa, Iowa ("ENGINEER").

OWNER intends to construct approximately 4,000 lineal feet of gravity sanitary sewer, 2,500 lineal feet of sanitary sewer force main and a sanitary sewer pump station located west of the intersection of Iowa Highways 92 and 163 in western Oskaloosa ("Project"). OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

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

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

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

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

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation.

Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

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

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

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

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

F. OWNER may make and retain copies of Documents for information and reference in connection with use on

the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

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

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

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

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

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

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

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised

agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

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

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

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability

Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

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

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

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

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its

and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

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

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

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

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

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

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

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

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

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

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

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the

is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

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

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

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

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with

the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "ENGINEER's Services," consisting of 9 pages.
- B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.
- ~~D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.~~
- ~~E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.~~
- ~~F. Exhibit F, "Construction Cost Limit," consisting of _____ pages.~~
- G. Exhibit G, "Insurance," consisting of 2 pages.
- H. Exhibit H, "Dispute Resolution," consisting of 1 page.
- ~~I. Exhibit I, "Allocation of Risks," consisting of _____ pages.~~
- J. Exhibit J, "Special Provisions," consisting of 1 page.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

INITIAL
HERE

This is EXHIBIT A, consisting of 9 pages, referred to as part of the Agreement between OWNER and ENGINEER for Professional Services dated December 3, 2012.

Initial:
OWNER _____
ENGINEER DFW

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES

~~A1.01 Study and Report Phase ---- (DELETED)~~

~~A. ENGINEER shall:~~

- ~~1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.~~
 - ~~2. Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.~~
 - ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.~~
 - ~~4. Identify and evaluate viable and practical alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.~~
 - ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.~~
 - ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: --~~
 - ~~7. Furnish ___ review copies of the Report to OWNER within ___ days of authorization to begin services and review it with OWNER.~~
 - ~~8. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish ___ final copies of the revised Report to the OWNER within ___ days after completion of reviewing it with OWNER.~~
- ~~B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.~~

6. Submit 5 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 30 days after authorization to proceed with this phase.

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

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is 1.

D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase and upon written authorization by OWNER to proceed, ENGINEER shall:

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

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

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

4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: None

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

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

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

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

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

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

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

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

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

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

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of

3. ~~Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.~~

4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. Perform or provide the following additional Post-Construction Phase tasks or deliverables: NONE.

6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

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

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring OWNER's Authorization in Advance

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

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

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.

6. Providing renderings or models for OWNER's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **EXHIBIT B**, consisting of 3 pages, referred to as **EXHIBIT B**, part of the Agreement between OWNER and ENGINEER for Professional Services dated December 3, 2012.



Initial:
OWNER _____
ENGINEER PAW

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

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

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

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

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

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

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

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

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

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

R. Perform or provide the following additional services: None

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HERE

This is **EXHIBIT C**, consisting of 3 pages, referred to as part of the **Agreement between OWNER and ENGINEER for Professional Services** dated December 3, 2012.



Initial:
OWNER _____
ENGINEER *[Signature]*

Payments to ENGINEER for Services and Reimbursable Expenses

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

ARTICLE 4 -- PAYMENTS TO THE ENGINEER -

C4.01 For Basic Services Having A Determined Scope -- Standard Hourly Rates Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A except for services of ENGINEER'S Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER'S employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER'S Consultant's charges, if any.

2. ENGINEER'S Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix I.

3. The total compensation for services under paragraph C4.01 including Design Phase, Bid Phase, and Construction Phase Services shall not exceed the following amounts:

Design Phase	
Basic Services	\$ 30,000
Easement Plats and Legal Descriptions	\$ 4,500
Bid Phase	\$ 2,500
Construction Phase	
Administration	\$ 9,000
Construction Survey	\$ 8,000
TOTAL	\$ 54,000

4. ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

5. The total estimated compensation for ENGINEER'S services included in the breakdown by phases as noted in paragraph 4.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER'S Consultant's charges.

6. The amounts billed for ENGINEER'S services under paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER'S employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER'S Consultant's charges.

7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of March 1st) to reflect equitable changes in the compensation payable to ENGINEER.

8. The Standard Hourly Rates Method of Payment is conditioned on Contract Times to complete the Work not exceeding 15 weeks. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

D. The Reimbursable Expenses Schedule will be adjusted annually (as of March 1st) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 Standard Hourly Rates

A. Standard Hourly Rates are set forth in Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. The Standard Hourly Rates will be adjusted annually (as of March 1st) to reflect equitable changes in the compensation payable to ENGINEER.

C4.06 For ENGINEER's Consultant's Charges

A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of 1.00.

C4.07 Factors

A. The external Reimbursable Expenses and ENGINEER's Consultant's Factors include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and costs.

C4.08 Other Provisions Concerning Payment

A. *Progress Payments.* The portion of the amounts billed for ENGINEER's services which are related to the services identified in paragraphs C4.02 and C4.03, will be during the billing period based on the cumulative hours charged to the Project by each class of ENGINEER's employees times the Standard Hourly Rate for each class plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER's services shall be continued based on the Standard Hourly Rates Method of Payment.

C. Estimated Compensation Amounts

1. ENGINEER's estimate of the amounts that will become payable for Basic Services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before OWNER and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

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This is EXHIBIT G, consisting of 2 pages, referred to as part of the Agreement between OWNER and ENGINEER for Professional Services dated December 3, 2012.

Initial:
OWNER _____
ENGINEER PAJ

Insurance

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

G6.05 Insurance

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

1. By ENGINEER:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Each Accident: \$1,000,000
- 2) Disease, Policy Limit: \$1,000,000
- 3) Disease, Each Employee: \$1,000,000

c. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$ 500,000
- 2) General Aggregate: \$2,000,000

d. Excess or Umbrella Liability --

- 1) Each Occurrence \$2,000,000
- 2) General Aggregate \$2,000,000

e. Automobile Liability --

- 1) Bodily Injury:
 - a) Each Accident \$ N/A
- 2) Property Damage:
 - a) Each Accident \$ N/A

[or]

- 1) Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
Combined Single limit

f. Other (specify):
Errors and Omissions \$2,000,000
Annual Aggregate Limits

of \$1,000,000 per claim.

This is **EXHIBIT H**, consisting of 1 page, referred to as **EXHIBIT H** and part of the Agreement between **OWNER** and **ENGINEER** for Professional Services dated December 3, 2012.

INITIAL
HERE
↓
Initial:
OWNER
ENGINEER *DAN*

Dispute Resolution

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

[NOTE: Select one of the two alternatives provided]

H6.09 Dispute Resolution

A. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by mediator agreed upon by both Parties to this Agreement.

[or]

~~A. All Disputes between OWNER and ENGINEER shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association effective at the Effective Date of the Agreement, subject to the limitations and restrictions stated in paragraphs H6.09A.1, H6.09.A.2, H6.09.A.3, and H6.09.A.4 below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute, would be barred by the applicable statute of limitations.~~

~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ _____ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute, where the amount in controversy of any such Dispute, is more than \$ _____ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$ _____ (exclusive of interest and costs).~~

~~3. The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court having jurisdiction thereof.~~

~~4. If a Dispute in question between OWNER and ENGINEER involves the work of a Contractor, subcontractor, or consultants to the OWNER or ENGINEER (each a "Joinable Party"), either OWNER or ENGINEER may join each Joinable Party as a party to the arbitration between OWNER and ENGINEER hereunder, and ENGINEER or OWNER, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between OWNER and ENGINEER involving the work of such Joinable Party. Nothing in this paragraph H6.09.A.4 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against OWNER or ENGINEER that does not otherwise exist.~~

INITIALS

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER** for Professional Services dated December 3, 2012

Initial:
OWNER _____
ENGINEER RAW

Special Provisions

Exhibit A to the Agreement is amended to include the following Agreement of the Parties:

1. Section A1.01 Report and Study Phase is deleted in its entirety from this Agreement.
2. The services of a Resident Project Representative as described in Paragraph A1.05 A.2 of Exhibit A are deleted from this agreement.
3. ENGINEER shall prepare easement plats and legal descriptions for the Project. Fees for said services are shown in Exhibit C, paragraph C4.01 A.3. under the Design Phase heading.
4. ENGINEER shall provide construction surveys and staking to enable Contractor to perform his work. Fees for said services are shown in Exhibit C, paragraph C4.01 A.3. under the Construction Phase heading
5. ENGINEER shall prepare and furnish to OWNER record drawings showing appropriate record information based on Project annotated record documents received from CONTRACTOR and OWNER as part of Section A1.05 Construction Phase Basic Services.



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE:

Consider a resolution for preliminary approval of plans, specifications, form of contract, and estimated cost; and also for ordering publication of notice of hearing, and notice to bidders on the East Mall Parking Improvements Project.

EXPLANATION:

Garden & Associates has prepared plans and specifications for the construction of the east mall parking lot and realigning High Avenue West. This item allows staff to proceed with scheduling a public hearing on plans, specifications, and a bid letting date for the East Mall Parking Improvements Project. The scope of this project includes new concrete pavement on the parking lot and the street, sidewalks, curb and gutter with intakes, and storm drains. The preliminary engineering cost estimate for this project is \$379,364.00. If the project is awarded then the construction work is proposed to commence mid-April to early May depending on the weather. The anticipated work completion time is 45 working days.

The City Council is prepared to obtain bids for the East Mall Parking Improvements Project. Bids will be received and opened on Wednesday, March 13, 2013, at 10:00 a.m. and presented to the City Council on Monday, March 18, 2012.

BUDGET CONSIDERATION:

No financial impact is associated with scheduling the public hearing. Minimal charges will be incurred as a result of printing the notice.

Recommended Action:

Staff recommends approval of this item as presented.

ATTACHMENTS:

Resolution, Preliminary Plans, Notice to bidders, Gardens & Associates letter, and Engineer's estimate.

RESOLUTION NO. _____

RESOLUTION FOR PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS ON THE EAST MALL PARKING IMPROVEMENT PROJECT

WHEREAS, the City Council has authorized the preparation of the proposed plans, specifications, contract documents, and estimate of cost for the East Mall Parking Improvements Project, which are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection and

WHEREAS, said plans and specifications, along with the Notice of Hearing and Notice to Bidders, have been filed by the Engineer with the City Clerk of Oskaloosa, Iowa, as follows:

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

Section 1. That the City Council will meet on the 18th day of March, 2013, at 6:00 p.m., at which time they will hold a public hearing on the proposed plans and specifications for the aforementioned project. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the project.

Section 2. The preliminary plans and specifications, notice of hearing, notice to bidders, and estimate of cost are hereby approved for the purpose of enabling the solicitation of bids.

Section 3. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders as part of said specifications.

Section 4. That the Clerk shall publish Notice of Hearing and Notice to Bidders, the same being in the form herein above-specified, which publication shall be made in the Oskaloosa Herald, a legal newspaper printed wholly in the English language, printed in Oskaloosa, Iowa, and of general circulation therein, which publication shall be in accordance with the State Code of Iowa.

Section 5. That bids will be received by the City of Oskaloosa at the Office of the City Clerk at City Hall at 220 South Market Street until 10:00 a.m. on

the 13th day of March, 2013, in connection with the aforementioned project.

Section 6. That this Council will meet at the City Council Chambers, Oskaloosa City Hall, Oskaloosa, Iowa, on the 18th day of March, 2013, at 6:00 p.m., and subsequent to the public hearing on said documents it will consider all bids filed pursuant to the plans, specifications, form of contract, and cost for the aforementioned project.

Section 7. That all resolutions or parts of resolutions thereof in conflict herewith be and the same hereby repealed.

PASSED AND APPROVED this _____ day of February, 2013.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

EAST PARKING RECONSTRUCTION PENN CENTRAL MALL OSKALOOSA, IOWA 2013

GARDEN & ASSOCIATES, LTD.
ENGINEERS & SURVEYORS
2101 S. BROADWAY, SUITE 100
OSKALOOSA, IOWA 52501
P.O. BOX 411
500 E. PINE, SUITE C
OSKALOOSA, IOWA 52501
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**EAST PARKING RECONSTRUCTION
OSKALOOSA, IOWA**

SHEET TITLE
TITLE SHEET

SCALE: NO SCALE
FIELD BOOK: NA
DRAWN BY: BAN/NER
APPROVED: DAN

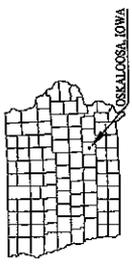
PROJECT NO.: 5011112

DATE: FEB. 06, 2013

SHEET NO.: A.01

Materials and construction shall be in accordance with the SDMS Special Specifications and Special Provisions, of which specifications are on file with the Iowa Department of Natural Resources.

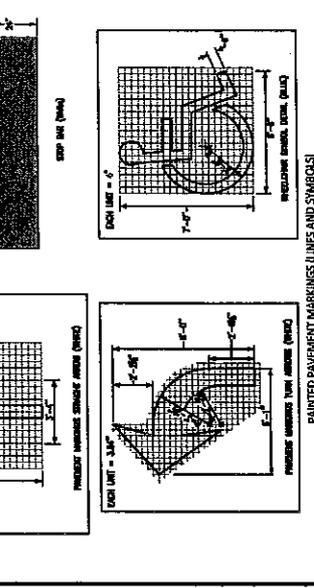
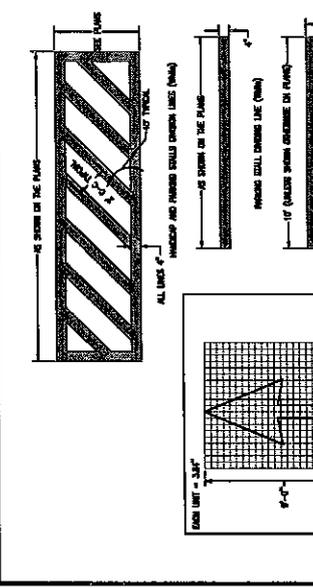
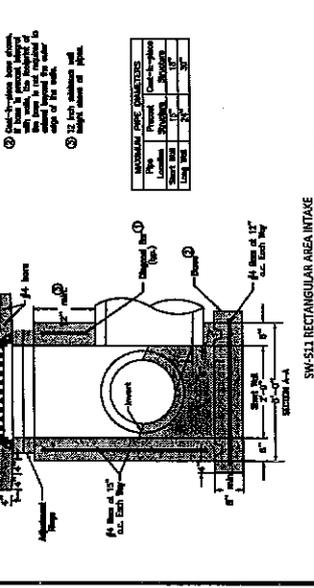
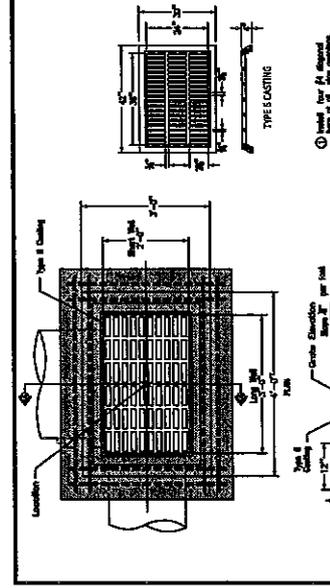
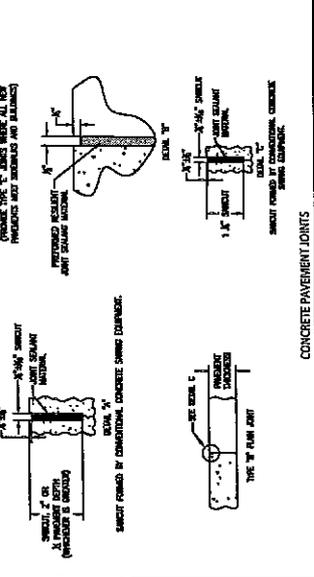
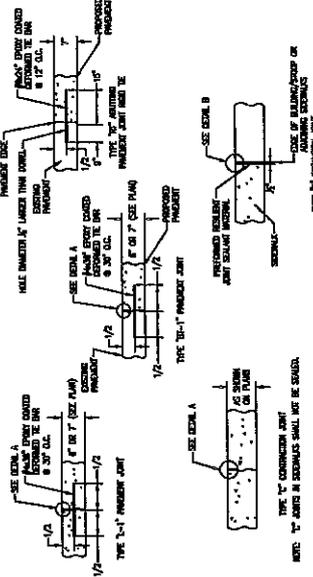
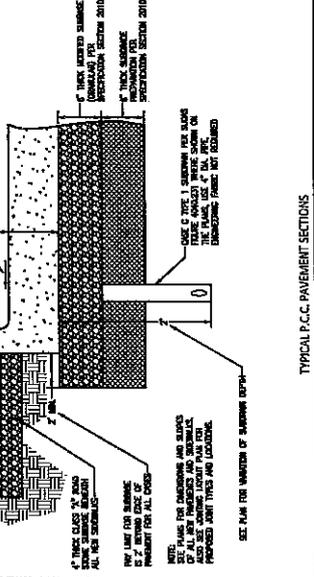
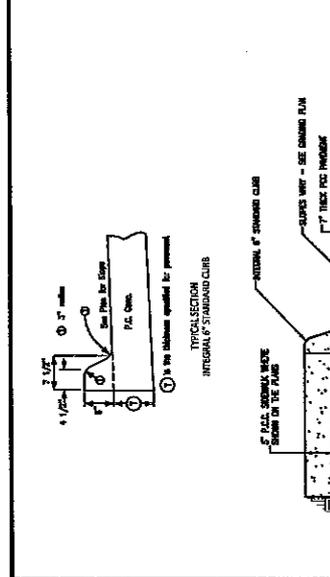
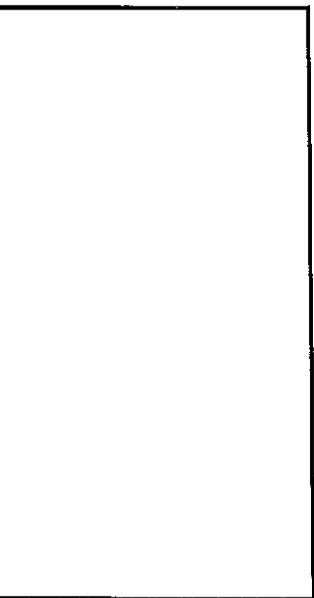
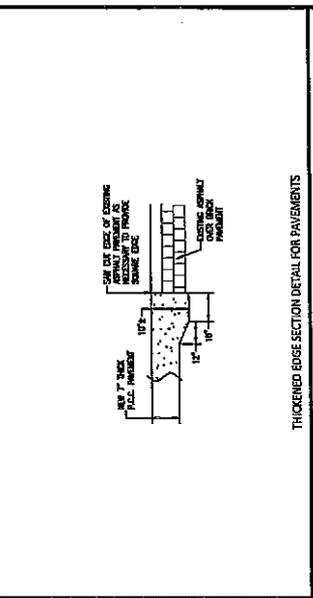
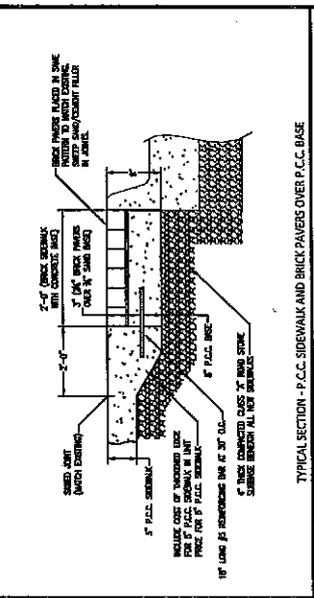
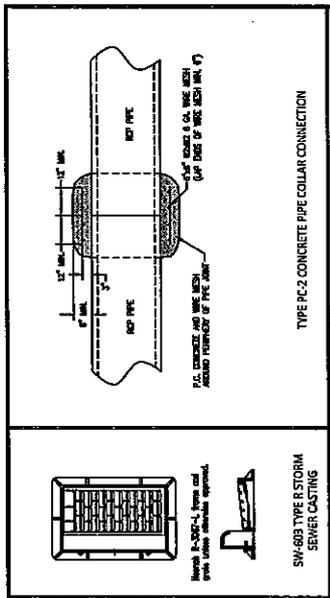
SHEET NO.	DESCRIPTION
A.01	TITLE SHEET
A.02	LEGEND, GENERAL NOTES, LOCATION MAP AND QUANTITY TABULATION
B.01 - B.02	TYPICAL SECTIONS AND DETAILS
D.01	DEMOLITION PLAN
D.02	LAYOUT PLAN AND HIGH AVENUE PLAN AND PROFILE
D.03	STORM SEWER AND SUBURBAN PLAN
D.04	PAVEMENT, JOINTING AND GRADING PLAN
J.01	PHASE 1 STAGING PLAN AND TRAFFIC CONTROL
J.02	PHASE 2 STAGING PLAN AND TRAFFIC CONTROL
.00	TOTAL SHEETS



Professional Engineer Seal for Dan Gardner, License No. 5011112, State of Iowa, expires 12/31/2015.

Professional Engineer Seal for Neil Gardner, License No. 5011112, State of Iowa, expires 12/31/2015.

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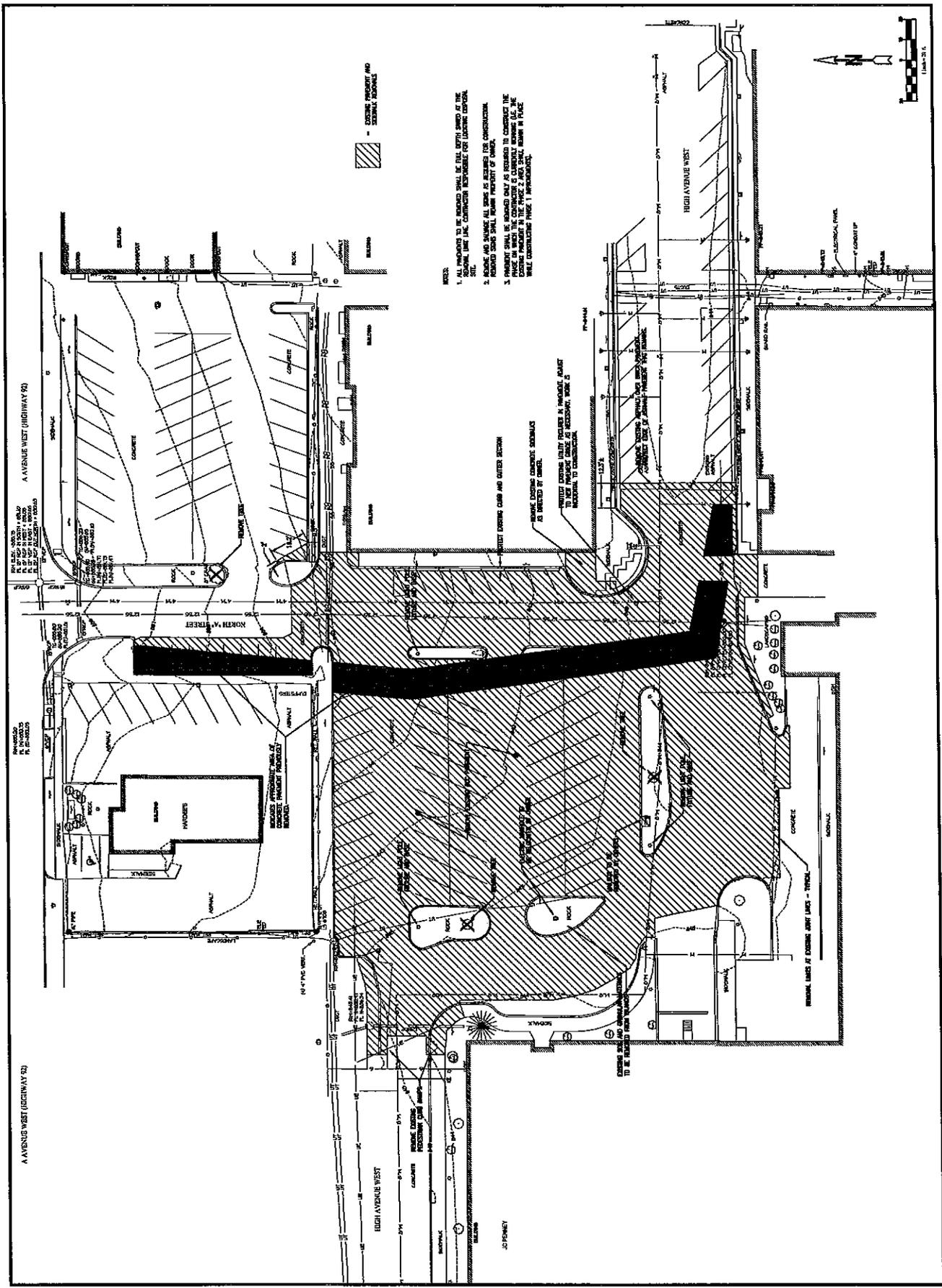
GARDEN & ASSOCIATES LTD.
ENGINEERS & SURVEYORS
 1701 20th Avenue East, Suite 3
 501 E. 19th Street
 P.O. Box 411
 Okaloosa, MN 55277
 612.731.4000
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EAST PARKING RECONSTRUCTION
OSKALOOSA, IOWA
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SHEET TITLE
DEMOLITION
PLAN

SCALE: 1" = 20'
PLAN BOOK: N/A
OWNER: HANOVER
APPROVED: HAN
DATE: N/A

DATE: FEB. 10, 2010
PROJECT NO.: 0612112
SHEET NO.: D.01



NOTICE TO BIDDERS
NOTICE OF PUBLIC HEARING

EAST PARKING RECONSTRUCTION
PENN CENTRAL MALL
OSKALOOSA, IOWA

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvements as stated below must be filed before **10:00 A.M. on March 13, 2013**, in the office of the City Clerk, City Hall, City of Oskaloosa, 220 South Market, Oskaloosa, Iowa 52577.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 10:00 A.M. on March 13, 2013, in the office of the City Clerk, 220 South Market, Oskaloosa, Iowa, for consideration by the City of Oskaloosa at its meeting at 6:00 P.M. on Monday, March 18, 2013 in the Council Chambers, City Hall, 220 South Market, Oskaloosa, Iowa. The City of Oskaloosa reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall be commenced immediately upon issuance of a written Notice to Proceed and be completed as stated below.

Bid Security. Each bidder shall accompany its bid with bid security as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in form acceptable to the City, for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the City. The bid shall contain no condition except as provided in the specifications.

Contract Documents. Bid forms, plans and specifications may be obtained from Garden & Associates, Ltd., P.O. Box 451, 1701 3rd Avenue East, Suite 1, Oskaloosa, IA 52577 upon deposit of **Twenty-Five Dollars (\$25.00)** which shall be refunded upon return of said plans and specification within fourteen (14) days after award of the project. If said plans and specifications are not returned within the time specified and in a reusable condition, the deposit shall be forfeited.

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement. A public hearing will be held by the City of Oskaloosa on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:00 P.M. on Monday, March 18, 2013, in the Council Chambers, City Hall, 220 South Market, Oskaloosa, Iowa.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, materialmen, and suppliers in performance of the contract and, further, by virtue of statutory authority, preference will be given to products and provisions grown

and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

General Nature of Improvement. The work generally consists of the following:

Clearing and Grubbing – Lump Sum; Excavation, Class 10 – 750 CY; Subgrade Preparation – 4,450 SY; Subbase, 6” Thick Modified Subbase (Granular) – 4,450 SY; Subbase, 4” Thick IDOT Grad. No. 11, Class “A” (Granular) – 617 SY; Compaction Testing – Lump Sum; Trench Compaction Testing – Lump Sum: Storm Sewer, Trenched, RCP, 15” – 42 LF; Subdrain, Perforated PE, 4” – 1,110 LF; Subdrain Outlets and Connections, CMP, 4” – 4 EA; SW-511 Rectangular Area Intake – 1 EA; SW-603 Type R Casting, Furnish and Install as Per Plan – 3 EA; PCC Pavement, 7” Thick – 4,370 SY – PCC Pavement Samples and Testing – Lump Sum; Removal of Sidewalk – 140 SY; PCC Sidewalk, 5” Thick – 617 SY; Brick Sidewalk with Concrete Base – 24 SY; Detectable Warnings – 144 SF; Pavement Removal – 4,300 SY; Painted Pavement Markings and Symbols, Waterborne or Solvent Based – Lump Sum; Conventional Seeding, Fertilizing, and Mulching – Lump Sum; Traffic Control – Lump Sum; Mobilization – Lump Sum.

Building materials, supplies, and equipment incorporated into said improvement are exempt from Iowa Department of Revenue and Finance sales tax and any applicable local option sales tax and school infrastructure local option sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). Bidder shall not include payment of Iowa sales tax in Bid. Jurisdiction will provide Purchasing Agent Authorization Letter and Designated Exempt Entity Iowa Construction Sales Tax Exemption Certificate. Contractor will coordinate sales tax exempt purchases with subcontractors and material and equipment suppliers. Contractor will maintain records identifying the materials purchased sales tax exempt and will maintain records verifying the use of said materials on said improvement.

Payment to the Contractor for said improvements will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month. Such monthly payment will in no way be construed as an act of acceptance for any part of the work partially or totally.

Final payment to the Contractor will be made no earlier than thirty (30) days from and after final acceptance of the work by the Jurisdiction. Before final payment is made, the Contractor shall file with the Jurisdiction lien waivers from material suppliers and/or subcontractors showing that they were paid in full for materials supplied and/or work performed on the project.

Liquidated damages in the amount of **Six Hundred Dollars (\$600.00)** per working day will be assessed for each day that the work shall remain uncompleted after the end of the contract period with due allowance for extension of contract period due to conditions beyond the control of the Contractor.

Successful Bidder will be required to furnish Performance, Payment and Maintenance Bond acceptable to the City of Oskaloosa on the form provided in the specifications in amounts equal to one hundred percent (100%) of the contract price.

Award of the contract will be to the lowest responsive, responsible, qualified bidder submitting the lowest acceptable bid. The City of Oskaloosa hereby reserves the right to reject any or all bids, to waive informalities and irregularities and to enter into such contract as it may deem to be for the best interest of the City of Oskaloosa. A bidder shall not withdraw its proposal for a period of 60 calendar days after the date designated for opening of proposals.

The work under the proposed contract shall commence on or before the date specified in a written Notice to Proceed and shall be fully completed and ready for final payment within 45 working days. It is anticipated that the Notice to Proceed will be issued on or about April 1, 2013.

This Notice is given by authority of the City of Oskaloosa, Iowa.

Dave Krutzfeldt, Mayor
City of Oskaloosa, Iowa

ATTEST:

Amy Miller, City Clerk

This Notice published in the Oskaloosa Herald.



GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

February 12, 2013

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

Re: East Parking Lot Improvements
Penn Central Mall
Oskaloosa, Iowa
G&A Project No. 5112112

Dear Akhilesh:

Enclosed herewith are the following documents for the referenced project:

- 1) Two (2) sets of plans and specifications.
- 2) One (1) copy of the Notice to Bidders/Notice of Public Hearing.
- 3) One (1) copy of the Engineer's Opinion of Probable Cost.
- 4) One (1) copy of the Informal Notice that will be sent to potential bidders and the mailing list to whom it will be sent to.

If you have any questions please don't hesitate to contact me.

Sincerely,

GARDEN & ASSOCIATES, LTD.

Robert A. Nielsen, P.E.

RAN/ng

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA

**ENGINEER'S OPINION OF PROBABLE COST
EAST PARKING LOT RECONSTRUCTION
PENN CENTRAL MALL
OSKALOOSA, IOWA**

Bid Item	Specification Item No.	Bid Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	2010-108-C-0	Clearing and Grubbing	LS	XXXX	XXXX	\$500.00
2	2010-108-E-0	Excavation, Class 10	CY	750	\$8.00	\$6,000.00
3	2010-108-G-0	Subgrade Preparation	SY	4,450	\$3.00	\$13,350.00
4	2010-108-I-0	Subbase, 6" Thick Modified Subbase (Granular)	SY	4,450	\$8.00	\$35,600.00
5	2010-108-J-0	Subbase, 4" Thick IDOT Grad. No. 11, Class "A" (Granular)	SY	617	\$7.00	\$4,319.00
6	2010-108-L-0	Compaction Testing	LS	XXXX	XXXX	\$2,000.00
7	3010-108-F-0	Trench Compaction Testing	LS	XXXX	XXXX	\$800.00
8	4020-108-A-1	Storm Sewer, Trenched, RCP, 15"	LF	42	\$50.00	\$2,100.00
9	4040-108-A-0	Subdrain, Perforated PE, 4"	LF	1,110	\$10.00	\$11,100.00
10	4040-108-D-0	Subdrain Outlets and Connections, CMP, 4"	EA	4	\$100.00	\$400.00
11	6010-108-B-0	SW-511 Rectangular Area Intake	EA	1	\$4,000.00	\$4,000.00
12	XXX-XXX-X-X	SW-603 Type R Casting, Furnish and Install as Per Plan	EA	3	\$750.00	\$2,250.00
13	7010-108-A-0	PCC Pavement, 7" Thick	SY	4,370	\$45.00	\$196,650.00
14	7010-108-I-0	PCC Pavement Samples and Testing	LS	XXXX	XXXX	\$2,500.00
15	7030-108-A-0	Removal of Sidewalk	SY	140	\$10.00	\$1,400.00
16	7030-108-E-0	PCC Sidewalk, 5" Thick	SY	617	\$35.00	\$21,595.00
17	7030-108-F-2	Brick Sidewalk with Concrete Base	SY	24	\$150.00	\$3,600.00
18	7030-108-G-0	Detectable Warnings	SF	144	\$50.00	\$7,200.00
19	7040-108-H-0	Pavement Removal	SY	4,300	\$10.00	\$43,000.00
20	XXX-XXX-X-X	Painted Pavement Markings and Symbols, Waterborne or Solvent Based	LS	XXXX	XXXX	\$5,000.00
21	9010-108-A-0	Conventional Seeding, Fertilizing, and Mulching	LS	XXXX	XXXX	\$1,000.00
22	XXX-XXX-X-X	Traffic Control	LS	XXXX	XXXX	\$5,000.00
23	1090-105-D	Mobilization	LS	XXXX	XXXX	\$10,000.00
					TOTAL	\$379,364.00



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE:

Consider a resolution adopting the City of Oskaloosa Safe Routes to School Plan.

EXPLANATION:

The Safe Routes to School (SRTS) Program is a federally-funded program created under the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). The goals of the SRTS program are to reduce injuries and fatalities to school children, and to encourage walking and bicycling among students. The program achieves these goals by constructing facilities that enhance safety for pedestrians and bicyclists, primarily students in grades K-12 who walk or bike to school. By enhancing the safety of the pathways, trails, sidewalks, and crossings, the likelihood of attracting and encouraging other students to walk and bike increases.

The SRTS Plan is a document that outlines a city's and school's intentions for making bicycling and walking to school sustainable and safe. The Area 15 Regional Planning Commission (RPC) has coordinated the development of the Plan for the City with assistance from staff. The RPC has worked with School and City staff to develop this plan. The plan assesses the schools' travel environment, identifies hazards and barriers to pedestrian and bicycle travel, identifies solutions and improvements to encourage walking and biking, and establishes an action plan for implementing programs and improvements. The SRTS Plan must be adopted in order for the City to apply for any SRTS grants.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt the Resolution adopting the Safe Routes to School Plan.

BUDGET CONSIDERATION:

There is no budget impact with this request. Staff will apply for future SRTS infrastructure grants to fund pedestrian and bicycle-related infrastructure improvements, such as sidewalks, bike lanes, bike trails, and crosswalks.

ATTACHMENTS:

Resolution and Revisions to Safe Routes to School Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OSKALOOSA TO ADOPT THE CITY OF OSKALOOSA SAFE ROUTES TO SCHOOL PLAN.

WHEREAS, the City of Oskaloosa and the Oskaloosa Community School District have engaged in opportunities to discuss the SRTS Plan in general, as well as specific components of the plan and undertook an effort to prepare a Safe Routes to School (SRTS) Plan; and

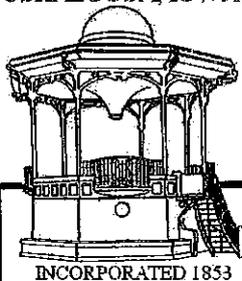
WHEREAS, the City of Oskaloosa supports the goals of the SRTS Plan to enable and encourage children, including those with disabilities, to walk and bike to school, to make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age, and to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

NOW, THEREFORE, BE IT RESOLVED that the City Council of City of Oskaloosa supports and adopts the Safe Routes to School Plan.

PASSED AND APPROVED this _____ day of February, 2013.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk



City of Oskaloosa

Department of Public Works

804 South D Street, Oskaloosa, IA-52577

Phone: (641) 673-7472

Facsimile: (641) 673-3733

www.oskaloosaiowa.org

To: Michael Schrock Jr., City Manager

From: Akhilesh Pal, Public Works Director

Date: February 13, 2013

Re: Revisions to Safe route to School Plan

The following revisions will be implemented to the Safe Routes to School Plan:

1. Change the title from "City of Oskaloosa, Comprehensive Sidewalks, Trails, and Safe Route to School Plan" to "City of Oskaloosa Safe Routes to School Plan"
2. The maps shown as Figure 17 (page 21) and Figure 18 (page 22) have been revised.
3. Revise the cost estimates for Proposal 1 on Green Street from \$108,000 to \$134,000. As a result, calculated estimates have been revised for the three design options. (Page 27)
4. Change the street name from "Pella Ave NE side" to "North L St NE side" on the cost break down table of proposal 1 to reflect the actual street.
5. Change the street name from "Pella Ave SW side" to "North L St SW side" on the cost break down table of proposal 1 to reflect the actual street.
6. Revise the cost estimate for Proposal 4 on 11th Avenue West from \$530,000 to \$790,000. (Page 31)
7. Delete Proposal 5 to install sidewalk on the north side of A Avenue West to west Oskaloosa shopping district. (Page 32/33)





CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE:

Consider a resolution authorizing the City Manager to execute and deliver all necessary documents in connection with the grant application for funds under the Safe Routes to School Program.

EXPLANATION:

On January 31, 2013 the City received notification from the Area 15 Regional Planning Commission to apply for a Safe Routes to School (SRTS) Program Grant with a deadline of March 1, 2013. The City is required to submit a Safe Routes to School Plan associated with the grant application. The SRTS Grant Program is 100% federally-funded, and managed through the Iowa Department of Transportation (Iowa DOT). Grants will be awarded through a statewide competitive process. Sidewalk improvements fall under infrastructure projects of this available grant. These infrastructure projects must be within a two-mile radius of a school.

The projects identified by staff for this grant application are a part of the locations from Proposal 1 of the major recommendations from the City of Oskaloosa SRTS Plan. The locations and cost estimates of the identified projects that propose that new 5' wide sidewalks be installed are listed as follows:

1. The east side of Green Street from Pella Avenue to M Avenue - \$134,000
2. The northeast side of North L Street from D Avenue to Green Street - \$77,000

RECOMMENDED ACTION:

Staff recommends that City Council adopt the Resolution authorizing the City Manager to execute and deliver all necessary documents in connection with the grant application for funds under the Safe Routes to School Program.

BUDGET CONSIDERATION:

There is no budget impact with this request. Staff will apply for SRTS infrastructure grants to fund pedestrian and bicycle-related infrastructure improvements, such as sidewalks, bike lanes, bike trails and crosswalks. No match is required from the City for this grant.

ATTACHMENTS:

Resolution and Iowa DOT SRTS application form.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE GRANT APPLICATION FOR FUNDS UNDER THE SAFE ROUTES TO SCHOOL PROGRAM.

WHEREAS, on February 19, 2013, the City Council of the City of Oskaloosa adopted the SRTS Plan; and

WHEREAS, the City identifies the locations of (1) the east side of Green Street from Pella Avenue to M Avenue and (2) the northeast side of North L Street from D Avenue to Green Street to install new sidewalk for the SRTS Project; and

WHEREAS, the total SRTS Project cost is estimated to be \$211,000 with the State providing 100 percent of the grant; and

WHEREAS, the City is committed for at least 10 years to properly maintain sidewalks built with a SRTS grant by conducting frequent inspections and assessments; and

WHEREAS, the City intends to submit and receive the Iowa Department of Transportation approval of a SRTS project; and

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Oskaloosa is authorized to execute and deliver on behalf of the City Council all necessary documents in connection with the grant application for funds under the Iowa Department of Transportation Safe Routes to School Program.

PASSED AND APPROVED this _____ day of February, 2013.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk



Iowa Safe Routes to School Infrastructure Grant Application

APPLICATION INSTRUCTIONS AND CHECKLIST

This application is designed to help us learn as much about your project as possible. We want to learn about your current situation. What are the obstacles preventing children from walking and bicycling to your school? Who are your partners and how did you develop this collaboration? When can you start your project? How will you track your progress and success? What is the estimated cost of your project?

Your answers to the grant application questions are very important in helping us select the best projects. If some of the requested information is not provided, your project will not score well. Please be complete, but also concise.

Important Dates

March 1	Completed applications received by the Iowa DOT Office of Systems Planning by 4:30 pm
June	Projects anticipated to be selected for funding by the Iowa Transportation Commission

Application Checklist

- Contact Information Sheet is completed and signed
- Minority Impact Statement is completed and signed
- All questions are answered on the form and are shown in red Times New Roman font
- Answers are brief, but clear
- The Cost Estimate is complete and includes column totals
- All appropriate documents are attached (i.e., maps, photos, letters of support, etc.)
Completed application is stapled or clamped, but no binders are used
- The original and seven (7) color copies of the completed application and all attachments should be submitted by the above stated deadline. Email submissions of the completed application by the stated deadline are allowed, but the original and seven (7) color copies of the completed application must follow immediately by mail to the address below.

Kathy Ridnour
Safe Routes to School Program Coordinator
Iowa Department of Transportation
Office of Systems Planning
800 Lincoln Way
Ames, IA 50010

If you have any questions, contact Kathy Ridnour at kathy.ridnour@dot.iowa.gov or at 515-239-1713.

Do not send this page with your completed application.

Iowa Safe Routes to School Infrastructure Grant Application

CONTACT INFORMATION SHEET

Complete the information below and **include this page as the first page of your application.**
The person identified as the Contact will be the main point of contact for Iowa DOT staff.

Organization (check one) City County State

Project Title: _____

Contact Name: _____

Contact Title: _____

Organization: _____

Mailing Address: _____

City, State, Zip: _____

Best Phone # to Call: _____

Contact E-mail: _____

Contact Fax: _____

Amount of SRTS Funding Requested: _____

School District: _____ School Name: _____

Brief Description of Your Project and Location: (one or two lines only) _____

The award of Safe Routes to School funds; any subsequent funding or letting of contracts for design, construction, reconstruction, improvement or maintenance; and the furnishing of materials for this project shall not involve direct or indirect interest of any state, county or city official, elective or appointive. All of the above are prohibited by Iowa Code Sections 314.2, 362.5 or 331.342. Any award of funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of Safe Routes to School funding and authorize a complete recovery of any funds previously disbursed.

Certification

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the applicant. I understand the following OFFICIAL ENDORSEMENT binds the applicant to assume responsibility for adequate maintenance of any new or improved facilities.

I understand that, although this information is sufficient to secure a commitment of funds, an executed contract between the applicant and the Department is required prior to authorization of funds.

Representing the _____

Signature Date

Typed Name and Title Date



MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the state of Iowa that are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- The proposed grant project programs or policies could have a disproportionate or unique positive impact on minority persons.

Describe the positive impact expected from this project.

Indicate which group is impacted:

- Women Persons with a disability Blacks Latinos Asians
- Pacific Islanders American Indians Alaskan Native Americans Other

- The proposed grant project programs or policies could have a disproportionate or unique negative impact on minority persons.

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with representatives of the minority groups impacted.

Indicate which group is impacted:

- Women Persons with a disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other

The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Signature:

Title:

Definitions

"Minority Persons," as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code Section 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

- (1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the state of Iowa.

APPLICATION QUESTIONS

1. **PROBLEM:** What is the problem? Tell us the current conditions for walking and bicycling to your school.

Describe the problem in detail. *(If any questions are not applicable to your particular situation, indicate by stating "n/a".)*

- a) What are the current risks and/or obstacles (physical or perceived) to walking and bicycling to/from your school?
- b) Complete a "Crossing" or "Corridor" section for EACH proposed safety improvement.
- c) Crossings that are part of a corridor should be included in the corridor section only.

Crossing

Crossings pertain to where pedestrians and/or bicyclists cross a roadway. Improvements may involve such changes as improving signing and markings, upgrading traffic control, constructing over- or underpasses, etc. Similar crossings should be lumped together, but listed and labeled individually on a map.

Existing Crossing

- Describe location of existing crossing (street names, distance from intersection) and label each of them on a map
- Existing signing, markings, and traffic control
- Length of crossing in terms of roadway width and lane widths (example: 62-ft. crossing with four 12-ft. lanes, one 4-ft. raised median, and two 5-ft. paved shoulders)
- Number of vehicles per day on the roadway
- Posted speed limit
- Number of students currently crossing this roadway to go to school _____, to return home
- Do teen drivers use this route to get to the high school? Yes No If so, where is the high school located? Show the high school location on the maps requested in 1g.
- Number of crashes at this crossing in the last 5 years
- Number of crashes at this crossing involving pedestrians or bicyclists
- Are ADA-compliant ramps provided?

Proposed Crossing

- Describe the proposed improvement and everything that will be changed from above
- Number of students who would use the crossing if improvements are made and reason why they would use the crossing (such as terminated bussing or if crossing safety is the only barrier)
- List any secondary safety benefits generated by improving the crossing, such as providing access to a park, swimming pool, local businesses, or other pedestrian/bicycle generators
- Describe any nearby socioeconomic populations which may be less likely to have alternatives to walking or biking to school

- If the proposed project involves changes to traffic control, attach a copy of the engineering study and warrant analysis.
- Attach photos of the problem area.

Corridor

Corridors pertain to locations where pedestrians and/or bicyclists are sharing the vehicular travel lane(s). SRTS improvements should provide pedestrian/bicycle accommodations that separate the students from the vehicular traffic such as, sidewalks, trails, paths, or improving the roadway shoulders.

Existing Corridor

- Name of street being followed (including beginning and end points)
- Length of the segment where students follow the road
- Explain whether the majority of pedestrians and bicyclists are walking/riding in the street or next to the street
- Number of vehicles per day on the road segment(s)
- Posted speed limit
- Number of students currently walking along this road segment to go to school , to return home
- Number of students currently biking along this road segment to go to school , to return home
- Roadway width and lane widths (example: 52-ft. roadway with four 12-ft. lanes, and 4-ft. raised median)
- Shoulder width and type (paved, granular, grass, combination, curb and gutter)
- Do teen drivers use this route to get to the high school? Yes No If so, where is the high school located? Show the high school location on the maps requested in 1g.
- Number of crashes on this road segment in the last 5 years
- Number of crashes involving pedestrians or bicyclists

Existing Crossings within the Corridor

- Describe location of existing crossings (street names, distance from intersection) and label each of them on a map
- Existing signing, markings, and traffic control
- Length of crossing in terms of roadway width and lane widths (example: 62-ft. crossing with four 12-ft. lanes, one 4-ft. raised median, and two 5-ft. paved shoulders)
- Are ADA-compliant ramps provided?

Proposed Corridor

- Describe the proposed improvement and everything that will be changed from above
- Number of students who would use this facility if improvements are made and reason why they would use the facility (such as terminated bussing or if transportation safety is the only barrier)

- List any secondary safety benefits generated by improving the route, such as providing access to a park, swimming pool, local businesses, or other pedestrian/bicycle generators
- Describe any nearby socioeconomic populations which may be less likely to have alternatives to walking or biking to school
- If the proposed project involves changes to traffic control, attach a copy of the engineering study and warrant analysis.
- Attach photos of the problem area.

Proposed Crossings within the Corridor

- Describe the proposed improvement and everything that will be changed from above
 - If the proposed project involves changes to traffic control, attach a copy of the engineering study and warrant analysis
Attach photos of the problem area
- d) Provide a description of the affected student population and the neighborhood traffic issues.
- e) Provide the following information about the affected school and student population:
(To answer numbers 6, 7, 8, and 9 below, use the student tally forms provided at www.saferoutesinfo.org/resources/index.cfm. Be sure to follow all instructions for data entry on the data collection overview page. You do not need to send your survey forms with this application.)
- 1) School name:
 - 2) Grades of students at school:
 - 3) Number of students at school:
 - 4) Number of K-8 students at school:
 - 5) Distance eligibility for riding a bus (radius) in miles:
 - 6) Number of K-8 students who currently walk to school:
 - 7) Number of K-8 students who currently bicycle to school:
 - 8) Number of K-8 students currently driven to school:
 - 9) Number of K-8 students currently bussed to school:
 - 10) Number of K-8 children eligible for bussing:
 - 11) Number of K-8 students who attend this school and live within two miles of the school:
- f) Describe any existing programs at the affected school that educate and encourage walking or bicycling to school.
- g) Does your school have a current traffic safety plan, Traffic Engineering Assistance Program (TEAP) study, and/or a Safe Routes to School plan that recommends this project? If so, attach a copy.

- h) Provide two maps--one indicating a 2-mile radius of the school, and one identifying the location of the proposed project, the school (including the high school, if nearby), hazards, neighborhoods served by the school, etc. Limit map sizes to no larger than 8.5"x11". If you need help in developing these maps, your Regional Planning Affiliation or Metropolitan Planning Organization—the agencies responsible for local transportation planning and programming—may be able to provide assistance.

2. PROPOSED PROJECT: Tell us about your project. How do you propose to solve the problem(s) identified above?

Describe the proposed project:

- a) Describe the infrastructure improvement.
- b) How will the infrastructure improvement address the problem(s) identified above?
- c) How will the infrastructure improvement increase the number of students walking and bicycling to school?
- d) How will the infrastructure improvement reduce the likelihood of student injuries and fatalities?
- e) Explain what other alternatives were investigated and why they are not valid solutions to the problem(s).
- f) Who will maintain the facility? Attach a resolution from the local government committing to maintenance of the facility for at least 10 years.
- g) Who will manage development of the infrastructure project if different from the contact person?
- h) Describe the noninfrastructure components (education, encouragement, and enforcement) related to your project. Go to www.iowasaferoutes.org/resources.html for free materials to incorporate into your plans.
- i) How will the noninfrastructure components of your project increase the number of students walking and bicycling to school?
- j) Who are you going to target with your project?

3. SCHEDULE: Describe your infrastructure project development schedule from start to finish.

Because this is a federal-aid construction project, permits and clearances from various local, state and federal agencies may be required. Applicants are encouraged to hold pre-application meetings with appropriate federal, state, and local government agencies (including their Metropolitan Planning Organization or Regional Planning Affiliation) to determine requirements, processes and time schedules that may affect the project. Working with your community partners will help you identify specifics pertaining to your project.

Federal funding will become available one year from application submittal; therefore, project construction may not begin until the following spring. Based upon receiving written "authorization to proceed" from Iowa DOT, when can you begin your project? Include the following information in your discussion.

Estimated Project Development Schedule:

- | | | |
|---------------------------|------------------|-----------------------|
| a) Project Development | Start Date _____ | Completion Date _____ |
| b) Project Implementation | Start Date _____ | Completion Date _____ |
| c) Project Evaluation | Start Date _____ | Completion Date _____ |

Any work performed by the applicant prior to receiving written authorization to proceed is not eligible for reimbursement. All projects must be completed no later than two years following the date of the funding award.

4. PARTNERS: Who are your partners? What collaborations have you created to ensure the success of your project?

Provide information on the organizations supporting your project. List the participants and the roles they will play in the development of your project. Be specific. Provide proof that your partners are in agreement with the project and will play a specific role in the project. Partners could include, but are not limited to, school officials, parents, students, local traffic engineers, law enforcement agencies, public health agencies or organizations, school-based associations, local elected officials, non-profit groups, bicycle clubs, local businesses, other community groups, etc.

5. EVALUATION: The SRTS program goal is to enable and encourage more children to walk and bicycle to school. How will you measure your success? What method will you use to determine whether more children are walking and bicycling to school? What are your specific user goals for this project?

Describe how you will measure your project's success. Using the student survey forms provided at www.saferoutesinfo.org/resources/index.cfm, your measurement should minimally include before and after figures for the following:

- Number of students walking
- Number of students bicycling
- Number of students driven
- Number of students bussed

6. COST ESTIMATE: Itemize your project costs.

Your cost estimate should be developed with assistance from a professional engineer or landscape architect and be completed on the following form. Keep in mind that SRTS infrastructure projects require adherence to several federal regulations which could result in higher project administration costs. If your project involves sidewalks, please be aware that the Americans with Disabilities Act (ADA) requires a five foot sidewalk width. Any anticipated costs for education, encouragement and enforcement activities may be included as well; however, you are not required to request funding for these activities. Local funds and in-kind donations are not required. An example of a completed form follows the blank form. Keep in mind that **minimum** funding for infrastructure projects is set at **\$25,000**, and **maximum** project funding is set at **\$250,000** per jurisdiction per round.

Provide the estimated cost per student, i.e., the amount of SRTS funding requested divided by the total number of K-8 students who attend this school and live within two miles of the school.

TOTALS							

Indirect costs (overhead) will not be reimbursed. Indirect costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular project, but contribute to the ability of the applicant to support the program. Examples of indirect costs include, but are not limited to, depreciation and use allowances, general administration and general overhead, project administration expenses, operation and maintenance expenses, etc.

Allowances for contingency funding are not eligible. Any cost overruns are the responsibility of the applicant.

Guidelines for Itemized breakdown of total project costs.

Construction Costs – these may be based on historical averages for entire projects of similar size and scope (paying predetermined wage rates). Examples include:

- Typical cost / lineal foot of sidewalk
- Typical cost / square foot of pedestrian bridge deck

Design / Inspection Costs – these may be estimated based on the following typical percentages of construction costs:

- 8-10% for preliminary up through final design and letting activities
- 12-15% for construction inspection activities

Right-of-way Acquisition Costs – these may be estimated based on the following:

- Impact and description of impact
- Typical cost / square foot for permanent right-of-way
- Typical cost / square foot for temporary easements

Utility and Railroad Costs – these may be estimated based on the following:

- Impact and description of impact
- Typical cost / linear foot of relocated or reconstructed facility (track, pipe, electrical lines, etc.)
- Typical cost / installation (RR switches, utility poles, transformers, control boxes, etc.)

Sample of Completed Cost Estimate For Infrastructure Project

(Local funds and in-kind donations are not required.)

Item	Quantity	Unit	Unit Price	Requested SRTS Funds +	Committed Local Funds +	Value of Donated Goods or Services (in-kind) =	Total Cost
200-Ft. Sidewalk Project							
Preliminary Engineering (construction plan development, project letting, ROW purchase, etc.)	1	1	\$13,000.00	\$13,000.00			\$13,000.00
Construction Engineering (materials testing, construction oversight, etc.)	1	1	\$12,000.00	\$12,000.00			\$12,000.00
Project Construction							
Excavation and overburden removal	166	Cu Yd	\$ 20.00	\$ 3,320.00			\$ 3,320.00
Reconditioning	6,451	Sq Ft	0.80	5,160.80			5,160.80
Tree removal	8	Each	300.00	1,200.00	\$1,200.00		2,400.00
Concrete removal	825	Sq Ft	1.50		1,237.50		1,237.50
Asphalt removal	2,000	Sq Ft	1.50		3,000.00		3,000.00
Tree replacement	8	Each	500.00	4,000.00			4,000.00
Irrigation adjustment	0	Sq Ft					0
Permits	0	LS					0
Sidewalk	5,184	Sq Ft	5.50	28,512.00			28,512.00
Sidewalk ramp	267	Sq Ft	12.50	3,337.50			3,337.50
Truncated domes	32	Sq Ft	50.00	800.00	800.00		1,600.00
Flagstone wall	1	LS				\$4,500.00	4,500.00
Concrete pavement	1,467	Sq Ft	7.00	10,269.00			10,269.00
Asphalt pavement	1,467	Sq Ft	3.00	4,401.00			4,401.00
Curb and gutter	550	Lin Ft	30.00	16,500.00			16,500.00
Sod replacement	0	Sq Ft					0
Mobilization	1	LS	5,000.00	5,000.00			5,000.00
Traffic control	0	LS					0
Land Acquisitions							
ROW appraisals	1	Each	5,000.00	5,000.00			5,000.00
ROW acquisition	3,222	Sq Ft	20.00	38,440.00		26,000.00	64,440.00
ROW agent	1	Each	12,000.00	12,000.00			12,000.00
Survey for new ROW	1	Each	2,000.00	2,000.00			2,000.00
Temporary construction easement	3,334	Sq Ft	6.60	22,004.40			22,004.40

Education/Encouragement/ Enforcement Expenses							
Promotion/Advertising	0	LS					0
Printing – flyers	5,000	Each	0.10	500.00			500.00
Education/Encouragement/ Enforcement Materials/ Supplies	0	LS					0
Other Education/ Encouragement/Enforce- ment Expenses							
Jon Jones, Professional Consultant to teach safety classes	10	Hour	32.00	320.00			320.00
TOTALS				\$187,764.70	\$6,237.50	\$30,500.00	\$224,502.20

Indirect (overhead) costs will not be reimbursed. Indirect costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular project, but contribute to the ability of the applicant to support the program. Examples of indirect costs include, but are not limited to, depreciation and use allowances, general administration and general overhead, project administration expenses, operation and maintenance expenses, etc.

Allowances for contingency funding are not eligible. Any cost overruns are the responsibility of the applicant.

SAMPLE



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE:

Consider a resolution approving a contract with the Area 15 Regional Planning Commission in an amount not to exceed \$3,500 to apply for the Safe Routes to School Program grant.

EXPLANATION:

On January 31, 2013 the City received notification from the Area 15 Regional Planning Commission (RPC) to apply for a Safe Routes to School (SRTS) Program grant with a deadline of March 1, 2013. The RPC has provided assistance to prepare and complete the City of Oskaloosa SRTS Plan. The contract with the RPC will provide the City with professional services for the SRTS grant process and to prepare the grant application.

The RPC will charge for its services in the amount of \$3,500 only if the SRTS grant is approved by the Iowa DOT. The SRTS project cost is approximately \$211,000.00 with the State providing 100% of the funds.

RECOMMENDED ACTION:

Staff recommends that the City Council approve the contract with the Area 15 Regional Planning Commission to complete the SRTS grant application.

BUDGET CONSIDERATION:

\$3,500 to the Area 15 Regional Planning Commission only if the Safe Routes to School Project is funded by the Iowa DOT.

ATTACHMENTS:

Resolution and Contract.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXECUTION OF A CONTRACT WITH THE AREA 15 REGIONAL PLANNING COMMISSION FOR SERVICES REQUIRED FOR THE GRANT APPLICATION OF FUNDS UNDER THE SAFE ROUTES TO SCHOOL PROGRAM.

WHEREAS, the Area 15 Regional Planning Commission (RPC) has provided assistance to prepare the City of Oskaloosa Safe Routes to School (SRTS) Plan; and

WHEREAS, the RPC will provide professional services for the SRTS grant process and prepare the grant application; and

WHEREAS, the City intends to submit and receive the Iowa Department of Transportation SRTS grant; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oskaloosa that the execution of a contract between the City of Oskaloosa and the RPC is hereby approved for an amount not to exceed \$3,500.00 payable upon grant application approval by the Iowa Department of Transportation.

PASSED AND APPROVED this _____ day of February, 2013.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

CONTRACT FOR GRANT APPLICATION ASSISTANCE

This contract for grant application 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** wishes to make application to the Iowa Safe Routes to School program; and

WHEREAS, the **CITY** wishes to contract with the **RPC** to provide the technical assistance required to prepare the grant application; and

WHEREAS, the **CITY** understands that the **RPC** will incur substantial expense in providing technical assistance and the **CITY** enters into this contract with the understanding that it will enter into a further contract to administer Safe Routes to School grant if the project is awarded.

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. The **RPC** shall assist the **CITY** with the Safe Routes to School grant application and supplementary materials; and submit such application to the Iowa Department of Transportation.

- C. **COMPENSATION.**
 1. If the Safe Routes to School application IS funded, the **CITY** agrees to either:
 - A.) enter into a further contract with the **RPC** to administer the Safe Routes to School grant at a cost of not to exceed \$2,500 with no compensation payable to the **RPC** for grant application services; **OR**
 - B.) pay the **RPC** a fee of \$ 3,500 as reimbursement for all grant application services as provided in the Scope of Services if the **CITY** chooses to solicit proposals for administration services and awards the contract to a provider other than the **RPC**.

- D. **CONTRACT DURATION.** This contract shall be in effect from the date of signature until the Safe Routes to School application is submitted for funding and the administration contract has been executed.

- E. **TERMINATION OR ABANDONMENT OF PROJECT.** The **CITY** and/or the **RPC** shall have the right to terminate this contract upon ten (10) days written notice. Upon cancellation, the **CITY** will be responsible only for those costs incurred by the **RPC** to the date of termination.

Grant Application Contract

F. **INDEMNIFICATION.** The **CITY** shall hold the RPC, its officers and employees, 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 _____, 2012.

CITY OF OSKALOOSA, IOWA

AREA 15 REGIONAL PLANNING COMMISSION

By: _____
Title: MAYOR

CHAIR, RPC EXECUTIVE BOARD

DATE

ATTEST:

CITY CLERK

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: COUNCIL
APPOINTED STAFF

ITEM TITLE: REPORT ON ITEMS FROM CITY STAFF.

- a) City Manager.
 - i. FY 2013 Budget Amendment and FY 2014 Budget Presentation
- b) City Clerk.
- c) City Attorney.

EXPLANATION:

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

BUDGET CONSIDERATION:

Not applicable, report(s) only.

ATTACHMENTS:

None.

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: City Council

ITEM TITLE: CITY COUNCIL INFORMATION.

EXPLANATION:

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

BUDGET CONSIDERATION:

Not applicable, report(s) only.

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: CITY COUNCIL

ITEM TITLE: CLOSED SESSIONS

Consider holding a closed session under Iowa Code Section 21.5.1.c. to discuss strategy with counsel on a matter presently in litigation or in which litigation is imminent where disclosure would be likely to prejudice or disadvantage the city's position.

EXPLANATION:

The City Manager and City Attorney would like to discuss a matter with City Council that is currently in litigation.

BUDGET CONSIDERATION:

None at this time.

ATTACHMENTS:

None.



CITY COUNCIL COMMUNICATION

MEETING DATE: February 19, 2013

REQUESTED BY: CITY COUNCIL

ITEM TITLE: OPEN SESSION ACTION

Consider a motion to possibly take action on a settlement agreement.

EXPLANATION:

The City Council is reserving this item to discuss and potentially take action on a matter presently in litigation or in which litigation is imminent. The City Council may consider a motion approving a settlement agreement to resolve the matter.

Action depends on the recommendation of the City Council.

BUDGET CONSIDERATION:

To be determined based upon the terms of the settlement agreement and/or costs associated with defending the City of Oskaloosa in this matter.

ATTACHMENTS:

None.