

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

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

AGENDA

CALL TO ORDER – 6:00 P.M.

ITEM 1. INVOCATION: Pastor Dale Visser, First Christian Reformed Church

ITEM 2. PLEDGE OF ALLEGIANCE.

ITEM 3. ROLL CALL.

ITEM 4. COMMUNITY COMMENTS.

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

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

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

1. April 15, 2013 Regular City Council Meeting Minutes
2. May 6, 2013 Agenda

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

1. March 25, 2013 Library Board of Trustees Minutes
2. April 11, 2013 Housing Trust Fund Committee Minutes
3. November 20, 2012 City Band Board Minutes
4. December 7, 2012 City Band Board Minutes
5. April 13, 2013 City Band Board Minutes
6. April 1, 2013 Airport Commission Minutes

c) Claims

1. Claims for April 2013.

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

New:

None.

Renewal/Transfers:

1. Renewal Application for Class C Liquor License with Outdoor Service from Oskaloosa Post #2237 Veterans of Foreign Wars, 1215 South 17th Street.
2. Renewal Application for Class B Beer Permit from Big Ed's BBQ, Inc., 104 1st Avenue East.
3. Renewal Application for Class B Beer Permit from NPC International, Inc. dba Pizza Hut #4342, 1503 A Avenue East.

Resolutions/Motions:

1. Consider a resolution naming bank depositories for the City of Oskaloosa, Iowa.
2. Consider a resolution readopting the City of Oskaloosa Investment Policy.
3. Consider a motion approving Pay Request No. 1 to TK Concrete, Inc. in the amount of \$19,630.80 for work completed on the East Mall Parking Improvements Project.

Ordinances:

None.

----- **END OF CONSENT AGENDA** -----

ITEM 6. REQUESTS FROM THE COMMUNITY

- a) Consider request from Dawn Collins, Executive Director of the Mahaska County YMCA, to report on the annual activities of the YMCA.
- b) Consider request from Mahaska Ruritan Club for approval of Farmers' Market.
- c) Consider request from MCRF for approval of closure of streets for RAGBRAI events.
- d) Consider a motion to approve the request from the Cellar Peanut Pub at 206 Rock Island Avenue for outdoor entertainment, alcohol consumption outside building premises, and a temporary variance from the noise ordinance for an event on May 11, 2013.
- e) Consider request from John Gountanis for reduction of sanitary sewer charges for the property he owns at 807 2nd Avenue West.

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

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

- a) Building Code Board of Appeals – One vacancy to fill upon appointment and to serve at the pleasure of the Mayor. This is a five member board that meets as needed. (4 males and 0 females currently serve).
- b) Board of Adjustment - One vacancy to fill approved and appointed by the City Council for an unexpired term that ends December 31, 2016. This is a five member board that meets as needed. (4 males currently serve).
- c) Library Board - Three vacancies to fill appointed by the Mayor with City Council approval for six year terms that end June 30, 2019. This is a nine member board that typically meets the fourth Monday of the month. (4 males and five females currently serve).
- d) Enterprise Zone Commission – Three at-large vacancies to fill approved and appointed by the City Council for three year terms that end June 30, 2016. This is a nine member board that meets as needed. (3 males and 5 females currently serve).

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

- a) Consider appointment of Russell Wyatt to the Board of Adjustment.

REGULAR AGENDA – PUBLIC HEARING ITEMS:

ITEM 9. CONSIDER AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF OSKALOOSA, IOWA BY REZONING THE PROPERTY AT 202 SOUTH 11TH STREET FROM R-2, URBAN FAMILY RESIDENTIAL, TO CC, COMMUNITY COMMERCIAL DISTRICT – 1ST READING. (PUBLIC HEARING)

REGULAR AGENDA - ORDINANCES:

ITEM 10. CONSIDER AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA BY AMENDING PROVISIONS PERTAINING TO CHAPTER 10.24 – STOP AND YIELD REQUIREMENTS; AND CHAPTER 10.48 – “PARKING REGULATIONS GENERALLY”, SECTION 10.48.240 – “NO PARKING ZONES”; (2ND READING).

ITEM 11. CONSIDER AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA BY DELETING OSKALOOSA CITY ORDINANCE NO. 736 AND NO. 741 – 1ST READING.

REGULAR AGENDA – RESOLUTIONS & MOTIONS:

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 12. CONSIDER A RESOLUTION APPROVING A PURCHASE AGREEMENT FOR REAL ESTATE LOCATED AT 204 NORTH C STREET.

ITEM 13. REPORT ON ITEMS FROM CITY STAFF.

a) City Manager.

b) City Clerk.

c) City Attorney.

ADJOURNMENT

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: Michael Schrock,
City Manager

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

1. Invocation: Pastor Dale Visser, First Christian Reformed Church
2. Pledge of Allegiance
3. Roll Call: _____ Mayor David Krutzfeldt, Council Members:

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

_____ Ver Steeg, _____ Walling, _____ Yates.

Explanation:

Not applicable.

BUDGET CONSIDERATION:

Not applicable.

ATTACHMENTS: None



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 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. Consider payment of claims for April 2013.**
- Item 3. Consider approval of a renewal application for a Class C Liquor License with Outdoor Service from Oskaloosa Post #2237 Veterans of Foreign Wars, 1215 South 17th Street.**
- No complaints received.
- Item 4. Consider approval of a renewal application for a Class B Beer Permit from Big Ed's BBQ, Inc., 104 1st Avenue East.**
- No complaints received.
- Item 5. Consider approval of a renewal application for a Class B Beer Permit from NPC International, Inc. dba Pizza Hut #4342, 1503 A Avenue East.**
- No complaints received.
- Item 6. Consider a resolution naming bank depositories for the City of Oskaloosa, Iowa.**
- Item 7. Consider a resolution readopting the City of Oskaloosa Investment Policy.**
- Item 8. Consider a motion approving Pay Request No. 1 to TK Concrete, Inc. in the amount of \$19,630.80 for work completed on the East Mall Parking Improvements Project.**



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 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. April 15, 2013 Regular City Council Meeting Minutes
 - 2. May 6, 2013 Agenda

- B. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - 1. March 25, 2013 Library Board of Trustees Minutes
 - 2. April 11, 2013 Housing Trust Fund Committee Minutes
 - 3. November 20, 2012 City Band Board Minutes
 - 4. December 7, 2012 City Band Board Minutes
 - 5. April 13, 2013 City Band Board Minutes
 - 6. April 1, 2013 Airport Commission Minutes

ATTACHMENTS:

April 15, 2013 Regular City Council Meeting Minutes
March 25, 2013 Library Board of Trustees Minutes
April 11, 2013 Housing Trust Fund Committee Minutes
November 20, 2012 City Band Board Minutes
December 7, 2012 City Band Board Minutes
April 13, 2013 City Band Board Minutes
April 1, 2013 Airport Commission Minutes

OSKALOOSA CITY COUNCIL
REGULAR MEETING
April 15, 2013

The Oskaloosa City Council met in regular session on Monday, April 15, 2013, at 6:00 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Caligiuri, Jimenez, Moore, Van Zetten, Ver Steeg and Yates. Absent: Walling

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

1. April 1, 2013 Regular City Council Meeting Minutes
2. April 9, 2013 Special City Council Meeting Minutes
3. April 15, 2013 Agenda
4. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - a. March 7, 2013 Housing Trust Fund Committee Minutes
 - b. April 8, 2013 Planning and Zoning Commission Minutes
5. Payment of \$7,500.00 to the Oskaloosa Area Chamber and Development Group and payment of \$33,868.75 to the Mahaska County E911 Service Board.
6. Renewal application for a Class C Liquor License with Outdoor Service from Hot Shotz Inc., 507 High Avenue West

The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Jimenez, seconded by Yates to approve the Mayor's appointment of Robin Pfalzgraf to the Municipal Housing Agency to fill an unexpired term that ends February 28, 2015. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Jimenez introduced Resolution No. 13-04-36 entitled "RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO AMEND THE ZONING ORDINANCE OF THE CITY OF OSKALOOSA, IOWA BY CHANGING THE ZONING OF CERTAIN PROPERTIES LOCATED AT 202 SOUTH 11TH STREET FROM URBAN-FAMILY RESIDENTIAL (R-2) DISTRICT TO COMMUNITY COMMERCIAL (CC) DISTRICT" and moved its approval. Yates seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Marty Duffy, owner of the Cellar Peanut Pub, explained his request for an event to be held on Saturday, April 20, 2013.

It was moved by Yates, seconded by Caligiuri to approve the request from Marty Duffy, owner of the Cellar Peanut Pub at 206 Rock Island Avenue, for outdoor entertainment, alcohol consumption outside building premises, and a temporary variance from the noise ordinance on Saturday, April 20, 2013. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Ver Steeg introduced "AN ORDINANCE AMENDING CHAPTER 10.24 – STOP AND YIELD REQUIREMENTS; AND CHAPTER 10.48 – "PARKING REGULATIONS GENERALLY", SECTION 10.48.240 – "NO PARKING ZONES"; OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA" and moved its approval on the first reading. Jimenez seconded the motion. The roll was called and the vote was:

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

NAYS: None

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

Sherry Vavra, Executive Director of Mahaska Community Recreation Foundation, presented a quarterly MCRF Report.

Moore introduced Resolution No. 13-04-37 entitled "RESOLUTION ESTABLISHING PEDESTRIAN CROSSWALKS AT VARIOUS LOCATIONS WITHIN THE CITY OF OSKALOOSA" with the addition of crossing Fox Run Drive approximately 450 feet southeast of the centerline of Fox Run Lane and crossing Fox Run Drive approximately 650 feet southeast of the centerline of Fox Run Lane and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Ver Steeg introduced Resolution No. 13-04-38 entitled "A RESOLUTION APPROVING CONTRACT AND BOND FOR THE SOUTH 7TH STREET (A AVENUE TO 6TH AVENUE) PAVEMENT REHABILITATION PROJECT TO NORRIS ASPHALT PAVING CO. IN THE AMOUNT OF \$383,240.00" and moved its approval. Yates seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Yates introduced Resolution No. 13-04-39 entitled "A RESOLUTION TO INCREASE SCOPE OF CONSTRUCTION FOR A TOTAL AMOUNT OF \$44,463.00 FOR THE NORTH GREEN STREET PAVING PROJECT AND AUTHORIZING THE CITY CLERK TO ISSUE PAYMENT AND TRANSFER FUNDS FOR THE

IMPROVEMENTS" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 13-04-40 entitled "A RESOLUTION ADOPTING A STANDARD RULE REGARDING THE EFFECT OF A COUNCIL MEMBER'S ABSTENTION WHEN NOT REQUIRED BY A CONFLICT OF INTEREST" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

It was moved by Caligiuri, seconded by Moore to approve the agreement with Martens & Company, CPA, LLP for the Fiscal Year 2013, 2014 and 2015 audit of financial records. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Caligiuri introduced Resolution No. 13-04-41 entitled "A RESOLUTION AUTHORIZING AN ANNUAL SPRING CLEANUP PROGRAM" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

City Manager Michael Schrock reported on the SCRAA informational meeting to be held at 6:00 p.m. on April 18, 2013 at the Pella Community Center.

Police Intern Josh Stutting gave a presentation regarding the internship program.

It was moved by Yates, seconded by Moore that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 7:15 p.m.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

MINUTES
OSKALOOSA PUBLIC LIBRARY BOARD OF TRUSTEES
MONDAY – MARCH 25, 2013 -- 4:00 P.M.

The meeting was called to order by Trustee Mike Sytsma. Roll call was taken by Board secretary Susan Hasso with Trustees Judy Bishop, Michael Collins, Paul Groenenboom, Chris Harbour, Sally Posovich, Kathy Rothfus, and Candace Slobe present. Also present was Library Director William Ottens.

Minutes: Sytsma called for a motion to approve the minutes of the February 25, 2013, Board meeting. Motion was made by Bishop, seconded by Slobe, to approve the minutes of the February 25, 2013, Board meeting. Motion passed.

Board Correspondence, Public Input or Friends Report: None

Director's Report: Library Director William Ottens asked if there were any questions concerning his director's report that was in the Board packet. He highlighted some of the items in his report.

Visit with OES Principals: On Monday, March 18, William and Liz met with the principals at the elementary school and addressed the concerns about lost items and Liz's visits. The principals explained that, other than a few teachers concerned about the billing of lost items, they haven't heard complaints from teachers. William said that their goal was to make sure that the principals were aware that they are continuing to work with the teachers on a proper balance between Liz's visits to the school and her responsibilities at the library. The library will have a continuing presence in the school. William has participated in Dining at the Ritz, and he was a guest reader at the read-a-thon.

Reading Garden Committee Update: The Reading Garden Committee met March 15 with the primary goal of organizing a ribbon cutting or grand opening for the garden. The group discussed a number of possible issues with the garden, including the bricks, lighting, accessibility, the proposed entry arbor, and the possibility of building a fence. William will get a sketch of the proposed arbor from Dan Brice of db Landscaping, and bring it back to the committee. Since the fence was in the original plans, the committee will also look at putting up a fence. The committee decided to put off choosing a date for a grand opening until these issues are addressed.

Summer Reading: William said that plans for Summer Reading are moving ahead. Liz has scheduled several program presenters. The Summer Reading program will run from June 3 through August 16. The children's theme is Dig into Reading, the teen's theme is Read It and Tweet It, and the adult's theme is Take Back the Summer.

Committee Reports:

Staff Committee – Jane Ireland, chair: None.

Budget & Finance Committee – Judy Bishop, chair: None

Policy & Planning Committee – Candace Slobe, chair: Bishop presented to the Board some wording changes to the library's by-laws. Making changes to the by-laws requires two meetings. Bishop said that she will formally present the wording changes at the April Board meeting, and then the Board will vote on the changes at the May meeting.

Technology Committee – Kathy Rothfus, chair: Rothfus said that the committee had met to discuss changes to the children's computer lab. William referred to the hand-outs in the Board packets that presented a proposed budget and materials for the project and possible lay-out for the room. He would like to re-design the children's computer lab into a Technology Instruction Lab. While children would still be able to use the lab, it would also be used for classes. William also

suggested getting several Kindles and iPads for staff instruction, so that staff will be better able to help patrons.

Building & Grounds: None.

At this time, Board president Mike Sytsma handed out new committee assignments. He also told William that the Mahaska County Community Foundation has grants available for which the library could apply. However, this year's grant deadline is March 25th.

Unfinished Business: None.

New Business:

Technology Instruction Lab: The plans and projected budget for the redesign of the current children's lab as a Technology Instruction Lab would involve replacing four of the currently outdated computers with professional grade machines, purchasing an additional computer for instructor use, a projector and smart board, and appropriate furniture. William asked that the Board approve the projected budget to be spent before the end of the fiscal year so the lab can be completed before summer. Motion was made by Rothfus, seconded by Posovich, to approve the projected budget for redesigning the children's computer lab into a technology instruction lab to be spent before the end of the fiscal year so the lab can be completed before summer. Motion passed.

Credit Bureau Services of Iowa Contract: William referred to the proposal for collection agency services with the Credit Bureau Services of Iowa included in the Board packet. He asked that the Board approve the signing of this contract to begin services with the Credit Bureau Services of Iowa. Motion was made by Bishop, seconded by Rothfus, to approve the signing of the contract. After discussion and several additional questions, the motion was denied. The contract will go back to the Policy and Planning Committee for review.

Black and White Printing and Copy Fee: The City Council has approved a fee schedule in which the City Manager has requested the library increase the black and white printing and copy fee to 25 cents per page in order to be consistent with what City Hall charges. Motion was made by Bishop, seconded by Collins, to approve raising the rate for copies to 25 cents per page. After discussion, the motion was denied. The cost of printing and copy for the library will remain at 20 cents a page.

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

President's Remarks: Sytsma asked if there were any questions about committee assignments. He encouraged committees with new members to meet in order to bring everyone up to date.

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

The next regular meeting will be on Monday, April 22, 2013, at 4:00 p.m. in the library meeting room.

Respectfully submitted,

Susan Hasso
Library Administrative Assistant
for the Board

OSKALOOSA HOUSING TRUST FUND COMMITTEE MINUTES

Thursday, April 11, 2013 - 12:00 Noon

City Hall Conference Room

The committee meeting was called to order by Chairman Taylor at 12:06 p.m. with the following members present: Chairman Rob Taylor, Bernice Hahn, Dan Adams, Jon Sullivan, Julia Ross, Noel C. Stahle, Valinn McReynolds and Randell Davis. Members absent: Kandes Dalbey, Leon McCullough, Joe Caligiuri, Dave Polkowske and Kathie Dykstra. Also present: City Clerk Amy Miller and Marilyn Johannes.

It was moved by Sullivan, seconded by Davis to approve the March 7, 2013 Housing Trust Fund Committee Minutes. Motion carried unanimously

It was moved by Adams, seconded by Hahn to approve demolition grant funds up to \$4,000 for demolition of the structure located at 214 3rd Avenue West with \$2,000 to be repaid in a no interest (0%) loan over a 2 year period. Motion carried with all ayes except for Ross who abstained.

The committee discussed the possible acquisition of the properties located at 1216 and 1218 2nd Avenue West. Consensus of the committee was not to do anything at this time.

The committee and staff discussed the OHTF bylaws and the recommended changes. It was moved by Ross, seconded by Stahle to approve the bylaws as presented. Motion carried unanimously.

The committee discussed whether or not the OHTF wanted to continue to pay dues to be a member of the National Association of Housing and Redevelopment Officials (NAHRO). Johannes pointed out the national membership fee is \$210.00 and the membership fee to belong to the North Central Regional Council of NAHRO is \$40, and indicated that OHTF could choose just be a member of the regional organization. It was moved by Ross, seconded by Davis to approve payment of the \$40 membership fee to be a member of the North Central Regional Council of NAHRO. Motion carried unanimously.

The committee discussed election of officers. Consensus of the committee was to put the matter on the June agenda for discussion and conduct the election at the July meeting.

It was moved by Adams, seconded by Hahn to approve the March claims list for payment. Motion carried unanimously except for Ross and Taylor who abstained.

Miller reviewed the accounting report with the committee.

Sullivan reported on the status of the application for funds to renovate the old post office building on Market Street and pointed out that Travel & Leisure magazine had selected the Oskaloosa city square as one of the most beautiful city squares and that Oskaloosa's city square was the only one selected in the Midwest.

The meeting adjourned at 12:57 p.m.

Minutes by Marilyn Johannes

OSKALOOSA CITY BAND BOARD

Tuesday, November 20, 2012

The City Band Board met via email.

After discussion on number and color, the board voted to purchase 25 black Manhasset style music stands for use in the bandstand. Carolyn Brickley, Doug Nimtz, Prudy Olson, Bruce Peiffer, Tom Richardson, and Janet Wagner all voted to approve this purchase.

The board agreed that we will purchase one or more stand carts for storage at a later time if needed.

The following information was obtained from Pamela Nimtz at the City Clerk's office:

Looking at the expense report, the board spent \$1020 out of Fund 005 (paid through taxes) for operating supplies, leaving \$1,480 in the budget through June 2013.

In Fund 169 the board has not spent anything, and there is currently \$7,198 in the gift fund.

Respectfully submitted,
Prudy Olson
City Band Secretary

OSKALOOSA CITY BAND BOARD

Friday, December 7, 2012

The City Band Board met via email.

The following proposed City Band budget was submitted to the Oskaloosa City Council:

\$2750 Director (\$250x11, 1 concert Memorial Day, 10 concerts at Bandstand)
\$1500 Secretary
\$500 personnel/liaison
40 people x \$25 Rehearsal and Concert Memorial Day = \$1000
50 people X \$25 X 10 Concerts on Bandstand = \$12,500
\$0 Singer for concerts - volunteers
\$0 announcer for concerts - volunteer
\$100 set up for concerts
Total Salaries and Wages: \$18,350

Total Operating Supplies: \$2,500 (primarily will be music)

Total Gift Fund: \$7,199.27. No plans to use this in 2013

Note: we were well below \$ budget in 2012 due to a concert that was cancelled due to heat. There were no wages for that week which greatly reduced our costs. Hopefully in 2013 we won't have to cancel a concert due to heat or rain.

Carolyn Brickley, Doug Nimtz, Prudy Olson, Bruce Peiffer, Tom Richardson, and Janet Wagner all voted to approve this budget.

This budget was rejected by the City Council.

The following was sent in an email from Tom Richardson on December 12, 2012.

As a reminder, our budget request for 2013 was higher by \$700 to cover rehearsal for Memorial Day and also \$100 for bandstand set up on Thursdays.

Well, that \$700 increase was shot down. The good news is that we've not been asked to cut the budget, just stay the same.

I looked at the November cost report that Pam sent out and with one concert cancelled due to heat we were \$2345 under budget for labor.

Had that concert occurred and we had 50 people paid \$25 that would have been another \$1250 in labor and would have been fine for the season on labor budget. So I think we can be fine in using the same budget info for 2013 as 2012 (details below). We will need to keep control over how many are in the band each week as we have discussed in the past to keep labor costs in line. I think we are fortunate to have the supplies budget of \$2500 for music and things like stands that we need. I've exchanged a few e-mails with Bruce on all this today and he is fine with it. Please let me know your thoughts and I can contact Amy Miller with the city. We can meet sometime this spring to set schedules, etc for the next season. Thanks.

\$2750 Director (\$250x11, 1 concert Memorial Day, 10 concerts at Bandstand)

\$1500 Secretary

\$500 personnel/liaison

40 people x \$10 Concert Memorial Day = \$400

50 people X \$25 X 10 Concerts on Bandstand = \$12,500

\$0 Singer for concerts - volunteers

\$0 announcer for concerts - volunteer

\$0 set up for concerts – volunteers

Total Salaries and Wages: \$17,650

Total Operating Supplies: \$2,500 (primarily will be music)

Total Gift Fund: \$7,199.27 No plans to use this in 2013

Carolyn Brickley, Doug Nimtz, Prudy Olson, Bruce Peiffer, Tom Richardson, and Janet Wagner all voted to approve this revised budget.

Respectfully submitted,
Prudy Olson
City Band Secretary

OSKALOOSA CITY BAND BOARD

Saturday, April 13, 2013
Smokey Row
9:00 a.m.

The following members were present: Carolyn Brickley, Doug Nimtz, Prudy Olson, Bruce Peiffer, Tom Richardson, and Janet Wagner.

Tom Richardson was elected president of the city band board.

We discussed how to add new high school students to the band membership if needed. Bruce will contact area band directors.

Our first rehearsal of the year will be Thursday, May 23 at 7:00 p.m. The Memorial Day concert will be May 27 at approximately 9:30 a.m. We will meet for set up and warm up between 9:00 and 9:15.

Doug Nimtz volunteered to move music and equipment again this year starting with the Memorial Day concert.

Bruce may use remind101.com to text band members in case a concert needs to be cancelled.

We will plan to have our regular Thursday concert on July 4.

The July 25th concert is when RAGBRAI is in town. The concert will start at 6:00 p.m. and will last approximately 45 minutes.

Prudy will contact all band members for which she has an email address with a letter about our upcoming band season. She will include information about the RAGBRAI concert and needed employment forms and also ask for a response about their participation in band this year. This letter will go out in early May.

All band members need to sign new W-4's and bank account info forms. A few members need to provide documentation for I-9's.

Prudy will provide a sign-up sheet for volunteer announcers for concerts. The Star Spangled Banner will not be sung every week.

Minnie Richardson will be asked to write the program notes for the concerts.

The new stands for the band have arrived. Some assembly will be required. These will be used for concerts at the bandstand.

Tom will contact the city office about a possible bat infestation in the band room.

We had a question about volunteers: do they have to sign forms every year or just once? [Prudy checked with Kim Weiss at the city office. Volunteers need to sign forms every year. 4-15-13]

2014 is the 150th anniversary of the city band. It is one of the oldest city bands west of the Mississippi River. We discussed possibly having a city band festival on a Saturday, inviting area city bands to participate. We hope to partner with the city, the Chamber, and/or the high school band boosters to organize this event.

The meeting was adjourned.

Respectfully submitted,
Prudy Olson
City Band Secretary

MINUTES
OSKALOOSA AIRPORT COMMISSION
April 1, 2013

Meeting of the Oskaloosa Airport Commission was called to order at 4:38 p.m. on Monday, April 1, 2013.

1. ROLL CALL: Roll was taken with the following present: Steve Brown, Kraig Van Hulzen, James Johnson, Larry Lewis, Kelly Wheeler, Jerry Strunk & John Beranek [Midwest Aviation] and Brad Uitermarkt [Garden & Associates].
2. APPROVAL OF THE MINUTES: Moved by Kelly Wheeler and seconded by Kraig Van Hulzen to approve the minutes of the March 4, 2013 meeting and the March 20, 2013 special meeting. Motion carried.
3. FINANCIAL REPORT: Moved by James Johnson and seconded by Kraig Van Hulzen to approve the financial report. Motion carried.
4. REVIEW AND APPROVE BILLS: Moved by Kraig Van Hulzen and seconded by Kelly Wheeler to pay bills totaling \$5,820.28. Motion carried.
5. MANAGER'S REPORT: See attached.
6. OLD BUSINESS:
 - a) Hangar doors/storm damage: Reed Overhead Doors has not been back to finish the work due to the winter weather.
 - b) Fixed Base Operator: Jerry Strunk and John Beranek are working out details for John to take over Jerry's business. John is also reviewing the existing FBO contract to see if he wants changes made. Steve Brown will check to see if the Commission is required to advertise for the position.
 - c) 2013 drainage project: Brad Uitermarkt of Garden & Associates Ltd reported that he has been notified by the FAA that funding will be available and bids should be funded within sixty days. Kraig Van Hulzen moved to advertise for bids and schedule a public hearing for May 6, 2013. Kelly Wheeler seconded. Motion carried.
 - d) Renewal of FCC license for NDB: Jerry Strunk reported that the FAA has granted approval but we are still waiting for a response from the FCC who will issue the license.
 - e) Protection of LP tanks: Concrete barriers will be installed when the ground hardens later this spring.
 - f) New meter for 100LL fuel pump: Received a new proposal from Midwest Liquid Systems. The prior proposal for

\$2,985.00 was for an incorrect unit, so the motion to purchase at the March 4th meeting was not acted upon. The item that needs replacement is the register, not the entire meter system. A new register including installation is \$1,762.00. A rebuilt register is \$1,293.00. Either unit will have a one year warranty. An entirely new meter system would be \$3,022.73 and one that could be incorporated into a self-service system would be \$3,803.03. A complete self-service system for both 100LL and jet fuel would cost \$29,364.76. Kelly Wheeler moved to rescind the motion of March 4th and to purchase a new register for \$1,762.00. Kraig Van Hulzen seconded. Motion carried.

- g) Door on maintenance hangar: Received a revised proposal from Dan's Overhead Doors for \$58,140.00. The Reed Overhead Door proposal is \$56,420.00. It appears that the warranty on the Reed proposal is better. The door in Dan's proposal operates with cables, while the door on the Reed proposal operates with straps. Jerry Strunk's opinion was that straps work better. The project cannot be funded until the next fiscal year beginning in July, so the matter was tabled until the May meeting.
- h) FY2014 state airport funding application: Kelly Wheeler moved to apply for funding for a security camera system with a maximum value of \$15,000 and with the Commission funding 25% of the cost. James Johnson seconded. Motion carried. Kelly Wheeler and James Johnson will prepare and submit the application to the state D.O.T.
- i) Renewal of farm lease: Steve Brown and Kraig Van Hulzen met with City Manager Michael Schrock to discuss the renewal of the farm lease and specifically the length of the lease in light of the proposed regional airport. Michael Schrock will be meeting with the FAA to discuss this issue and will get back to us with their recommendations.

7. NEW BUSINESS:

- a) Fixed Base Operator annual review: The Commission had a discussion with Jerry Strunk concerning the FBO operations and the condition of airport facilities. It was decided to do an on-site inspection of the airport at the May meeting.
- b) May meeting date: The date of May 6th was acceptable to everyone.

8. ADJOURN: It was moved by Kraig Van Hulzen to adjourn at 5:39 p.m. Motion was seconded by James Johnson. Motion carried.

MWA@OOA

March 2013

Oskaloosa Municipal Airport Monthly Report

Fuel Sales: 100LL (\$6.29) 649 gal, Jet A \$5.49.

Total fuel sales for march 2013= 689 gal X .05 =\$34.45.

Plus Telephone: \$15.28.

Total owed OOA= \$49.73.

- **MWA has added another Single engine aircraft customer and a Twin engine customer to be hangared at OOA. This brings a total of 4 twin engine aircraft (3 Cessna 421's, 1 Cessna 310) and 36 single engine aircraft based at OOA.**
- **This brings the total of aircraft based at OOA to 40.**
- **Shop is still busy.**
- **Fuel sales are down due to WX.**
- **The new front porch is about finished.**
- **Aircraft sales inquiries are picking up.**
- **Snow is gone, for now.**
- **Need to have a chat with Phil.**

UP, UP AND AWAY @ OOA

Did you know?

The Oskaloosa Municipal Airport has an underground tile system in place around the ramp area and most of the Runways that ranges from 24" to 36" in diameter to drain water away from the airport

Can you imagine what that would cost the tax payers to put in today, at some other facility.

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 2

Consider payment of claims for April 2013.

EXPLANATION:

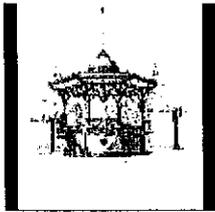
A list of claims for April is included in your agenda packet. An additional list will be distributed at the council meeting. Also included in the packet is a detailed list of most claims over \$500.

Staff recommends approval.

BUDGET CONSIDERATION:

Totals will appear on the claims lists.

ATTACHMENTS: Claims lists.



City of Oskaloosa, IA

COUNCIL CLAIMS LIST

AAA Budget Environmental Inc	Asbestos report	1,575.00
Advanced Concrete Specialists	Replace curb and gutter	1,070.00
Airgas USA LLC	Paper supplies	199.73
Aramark Uniform Services	Rubber mats	63.54
	Rubber mats	63.54
Area 15 Regional Planning Commission	Sidewalk Plan assistance	6,000.00
Arnold Motor Supply	Filters	19.04
	Supplies	10.77
	Filters	73.09
	Tools	23.77
	Supplies	5.35
	Filters	47.51
	Gauge	8.81
	Starter switch	19.59
	Filters	61.47
	Filter	44.31
	Supplies	9.92
	Supplies	5.24
	Supplies	66.42
	Supplies	31.60
	Adapter	13.01
	Supplies	12.70
	Filters	179.25
	Oil	392.47
Arrow Quick Solutions LLC	Email licenses	42.00
B S & A Software	Field Inspection system annual fee	600.00
	Building Dept system annual fee	1,440.00
Bill & Ray's Auto Service Inc	Parts for repair	22.28
	Repair boom truck	989.98
	Storm siren batteries	277.28
Butler-Brown Insurance	Insurance - new Street Dept truck	260.00
Central Pump & Motor LLC	Waste Water pumps	17,060.00
	Install pump	210.00
Certified Pest Control	Pest control	32.00
	Pest control	30.00
CFI Tire	Tires	497.40
DeBruin Electric Inc	Light repair	45.00
	Mall parking lot light repair	245.43
DeLong Construction Inc	Refund plan deposit	25.00
Ed M. Feld Equipment Co Inc	LDH 5" Storz	313.00
Ed Roehr Safety Products	Batteries	50.76
E-Z Sales & Rentals	Laptop for Parks Dept	550.00
Family Medical Center P.C.	Professional services	147.00
	Professional services	147.00
	Professional services	147.00

	Professional services	147.00
	Professional services	147.00
	Professional services	147.00
Fisher Scientific	Thermometers	348.17
Gall's Inc.	Uniforms	87.44
	Uniforms	254.94
	Duty boots - Neff	100.00
Garden & Associates Inc	Professional services--IDOT Sewer Project	16,846.89
	Professional services - East Mall Parking Lot	751.50
Gran's Sewing & Mending	Uniform repair	11.00
Hach Company	Lab chemicals	586.34
	Vinyl tubing	105.00
	BOD sensor	108.00
Haines Auto Supply	Blower motor	135.36
	Hose assembly and fitting	61.94
	Fitting	3.63
	Belts for blower motor	246.11
	Supplies	20.15
	Brake line	5.71
Heiman Inc.	Adaptors	407.60
	Storz	250.05
	Connectors	484.25
	Supplies	88.60
	SCBA brackets	105.35
	Siamese	300.90
	Rechargeable lanterns	337.70
Highway 92 Walnut Co	Chain saw oil	26.85
Interstate Battery Systems	Battery	85.95
	Batteries	284.85
Iowa Department of Public Safety	Iowa on-line warrants	300.00
Iowa Dept of Transportation	Safety shirts	216.00
	Sign tubing	257.28
	Traffic paint	468.20
	Drive shank	108.75
	Return item	-113.10
Iowa Pump Works	Submersible pump	5,367.40
John Deere Financial	Oil and filters	120.54
	Oil	160.00
Kelly Supply Company	Supplies	11.50
	Supplies	16.91
	Restroom repair-Vanderwilt Park	179.22
Lappin Tire	Tire repair	35.00
Mahaska Co Highway Dept	Fuel	1,815.78
	Fuel	1,799.42
	Fuel	589.80
	Fuel	3,154.79
	Fuel	81.57
	Fuel	90.38
Mahaska Communication Group LLC	Telephone services	62.98
	Telephone services	1,220.70

	Telephone services	63.66
	Telephone services	72.06
	Telephone services	52.60
	Telephone services	147.95
	Telephone services	62.61
Mahaska County Emergency Management Ager	Trauma kits	40.00
Mahaska Drug	Medications	2.68
Mahaska Health Partnership	Professional services	55.00
	Professional services	40.00
	Professional services	55.00
Martin Marietta Materials	Road stone	1,189.40
	Road stone	71.13
Matheson Tri-Gas Inc	Supplies	34.81
Mauer Supply Inc.	Supplies	11.22
Mc Kim Tractor Service	Oil and filters	88.50
	Returned item	-59.90
MidAmerican Energy	Utilities	16.73
	Utilities	117.11
	Utilities	1,294.71
	Utilities	9,461.31
	Utilities	297.35
	Utilities	1,216.50
	Utilities	10,477.08
	Utilities	96.83
	Utilities	114.49
	Utilities	53.12
	Utilities	50.88
Midwest Breathing Air LLC	Quarterly air test	118.20
	Air reducing regulator	443.08
Midwest Safety Counselors Inc	Instrument calibration	133.00
	Instrument calibration	73.00
Midwest Sanitation	Waste removal	65.00
Moore Construction	Rebuilt intake	2,500.00
	Install brick inlay	460.00
Municipal Supply Inc	Water line repair clamps	200.20
Murphy Tractor & Equipment Co	Supplies	34.21
	Parts to repair end loader	1,181.16
	Supplies	40.12
Musco Sports Lighting LLC	Park Dept signs	80.00
Norris Asphalt Paving Inc	Cold patch	2,549.40
North American Salt	Road salt	6,549.83
O'Reilly Auto Parts	Supplies	15.64
Orscheln Farm & Home	Gloves	37.17
	Spray paint	12.98
	Gloves	12.98
	Tools	34.98
	Tire	75.96
Oskaloosa Herald/Shopper	Publications	643.42
Oskaloosa Tree Service	Tree and stumps removal	1,800.00
	Stump removal	150.00

Oskaloosa Water Dept	Fax location service	46.35
	February credit card fees	81.05
Pella Tree Service Inc.	Remove tree - 305 N A St	499.00
	Remove tree - 302 1st Ave E	495.00
Premier Office Equipment Inc.	Copier maintenance	93.01
Public Financial Management	Shared services analysis	19,000.00
Quill Corporation	Chairmat	49.99
	Chairs	1,259.84
	Freight adjustment	-25.00
	City Hall furniture	3,584.98
	City Hall furniture	679.72
	City Hall furniture	215.15
Rapids Reproductions Inc	Printer/scanner	3,637.92
Reliable Office Supplies	Office supplies	181.47
RTL Equipment Inc.	Mega loader turbo charger	148.34
	Mega loader turbo charger	26.00
	Mega loader turbo charger	1,851.74
Schindler Elevator Corp	Quarterly maintenance	661.38
Schumacher Elevator Company	Scheduled maintenance	136.22
	Scheduled maintenance	194.49
Secretary of State	Notary renewal - McClun	30.00
Sherwin-Williams	Paint	77.79
	Paint machine	5,205.00
St Lukes Drug and Alcohol Testing Services	Professional services	37.00
Staples Credit Plan	Printer cartridge	145.99
State Hygienic Laboratory	Annual toxicity tests	850.00
Swim's Sports	Uniform shirts	72.00
The Des Moines Register	Advertising - Police officer	680.00
The Office Center Inc.	Office supplies	27.53
	Copier maintenance	41.40
The Write Design	Website services	600.00
Total Choice Shipping	Shipping charges	28.56
Trans-Iowa Equipment LLC	Root cutting nozzle	2,091.33
True Value Hardware	Supplies	12.99
	Supplies	7.96
	Tools	48.98
	Supplies	12.99
	Supplies	26.99
	Supplies	74.47
	Ceiling fan	75.48
	Supplies	42.90
	Supplies	6.27
	Supplies	8.26
	Supplies	14.99
	Supplies	11.97
	Batteries	41.98
	Supplies	7.58
U.S. Cellular	Telephone services	102.91
	Telephone services	27.44
USA Blue Book	Standard Methods	315.89

	Flow chart pens	245.90
Vande Wall Plumbing	Jet sewer main 15th/16th	420.00
	Jet sewer - Hillcrest Dr	300.00
	Jet sewer - North 2nd	300.00
Verizon Wireless	Broadband services	334.00
Walmart Community/GECRB	Supplies	33.85
	Medications	4.00
	Office supplies	49.00
Wellings Power Products	Supplies	26.03
Wellington Tools Sales Inc	Angle grinder	155.00
Windstream	Telephone services	36.15
	Telephone services	35.95
Zep Sales and Service	Degreaser	183.40
	Cleaners	392.34
		<hr/>
		159,947.74



MANUAL CHECK REPORT

AFLAC	AFLAC	243.32
AFLAC	AFLAC	243.32
Amazon	Library materials	1,750.01
Amy Miller	Reimburse travel expense	93.60
Amy Miller	Reimburse travel expenses	113.43
Ben Johnston	Reimburse travel expense	31.18
Colonial Life	Colonial Life	212.80
David Dixon	April legal fees	2,200.00
Delta Dental of Iowa	Dental insurance	414.00
Drury Inn Union Station	GLEEDS Conference Lodging - Mc Clun	481.48
Edward D Jones	Savings Edward Jones	300.00
Edward D Jones	Savings Edward Jones	300.00
Exodus Excavating LLC	Sidewalk/trail extension - N Green St	40,000.00
Fidelity Security Life Insurance Company	Vision insurance	185.86
Gary McClun	Reimburse travel expense	30.18
Gullett Fence Co	Fence for culvert - N Green St	4,463.00
Hawkeye Real Estate Trust	Recording fees - 801 A Ave W	12.00
I.U.P.A.T. District Council 81	Union dues	307.44
Iowa Workforce Development	1st Quarter 2013 unemployment contribution	10,937.20
Jack Dee Barnard	Property purchase--801 A Ave. W	59,900.00
Jake McGee	Reimburse travel expense	26.52
Joshua M Richardson & First National Bank	First time homebuyer loan	2,635.28
Justin Rice	Reimburse travel expense	32.00
Local 636, IAFF	Fire union	180.00
Madison National Life	April life insurance premiums	393.72
Mahaska County E911 Service	City's contribution	33,868.75
Mahaska County Recorder	1st quarter Housing recording fees	110.00
Marilyn Johannes	Reimburse petty cash expenses	26.93
Michael Schrock Jr.	Reimburse travel expense	281.96
Misty Dawne White-Reinier	April legal fees	1,800.00
Munic. Fire & Police Ret	Police & fire 411	16,150.48
Munic. Fire & Police Ret	Police & fire 411	16,150.48
Nathan Wiley	Reimburse travel expenses	90.67
Oskaloosa Area Chamber &	Quarterly contribution	7,500.00
Oskaloosa Community Schools	April local option sales tax	77,387.25
PPME 2003 IBPAT	Police union dues	355.45
The Cincinnati Life Insurance Company	Cincinnati Life Insurance	89.00
The Cincinnati Life Insurance Company	Cincinnati Life Insurance	89.00
United Way	United Way	25.00
Visa Card Center	Library materials	119.75
		<hr/>
		279,531.06
	April payroll	244,102.06
Alexander, Craig	Cell phone reimbursement	20.00
Bolt, Danny	Cell phone reimbursement	20.00

Calzaretta, Michael	Cell phone reimbursement	20.00
Boston, Troy	Cell phone reimbursement	20.00
McGee, John	Cell phone reimbursement	20.00
Neubert, David	Cell phone reimbursement	20.00
Pal, Akhilesh	Cell phone reimbursement	20.00
Schrock Jr, Michael	Cell phone reimbursement	20.00
Vroegh, Gary	Cell phone reimbursement	20.00
Vroegh, Grant	Cell phone reimbursement	20.00



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 3

Consider approval of a Renewal Application for a Class C Liquor License with Outdoor Service from Oskaloosa Post #2237 Veterans of Foreign Wars, 1215 South 17th Street.

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: May 6, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 4

Consider approval of a Renewal Application for a Class B Beer Permit from Big Ed's BBQ, Inc., 104 1st Avenue East.

EXPLANATION:

The application is complete and in order for approval.

Staff recommends approval.

BUDGET CONSIDERATION:

\$300.00 to the General Fund.

ATTACHMENTS: None



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 5

Consider approval of a Renewal Application for a Class B Beer Permit from NPC International, Inc. dba Pizza Hut #4342, 1503 A Avenue East.

EXPLANATION:

The application is complete and in order for approval.

Staff recommends approval.

BUDGET CONSIDERATION:

\$300.00 revenue to the General Fund.

ATTACHMENTS: None



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 6

Consider a resolution naming bank depositories for the City of Oskaloosa, Iowa.

EXPLANATION:

The update to the resolution naming depositories is due to the Bank of the West closing their office location in Oskaloosa and it also updates the name of Valley Bank. This resolution designates the banks for the deposit of City funds and the maximum amount that can be deposited at each bank. This resolution is required to cover the recovery of funds should a bank fail.

Staff recommends approval.

BUDGET CONSIDERATION:

None

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

RESOLUTION NAMING DEPOSITORIES

BE IT RESOLVED by this City Council of Oskaloosa in Mahaska County, Iowa: That we do hereby designate the following named banks to be depositories of the City of Oskaloosa funds in amounts not to exceed the amount named opposite each of said designated depositories and the City Clerk-Finance Director is hereby authorized to deposit the City of Oskaloosa funds in amounts not to exceed in the aggregate the amounts named for said banks as follows, to-wit:

Bank Name	Home Office Location	Office Location	Amount Not to Exceed
Bank Iowa	Oskaloosa	Oskaloosa	\$10,000,000
Community 1 st Credit Union	Ottumwa	Oskaloosa	\$10,000,000
First National Bank Midwest	Oskaloosa	Oskaloosa	\$10,000,000
Valley Bank	Oskaloosa	Oskaloosa	\$10,000,000
MidWestOne Bank & Trust	Oskaloosa	Oskaloosa	\$10,000,000
State Bank of Bussey	Bussey	Oskaloosa	\$10,000,000

PASSED AND APPROVED this 6th day of May, 2013.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 7

Consider a resolution readopting the City of Oskaloosa Investment Policy.

EXPLANATION:

Code of Iowa Chapter 12B requires that cities adopt an investment policy that gives direction to their finance officer when investing funds. The written investment policy is required to be delivered to the governing body or officer of the City of Oskaloosa to which the investment policy applies; all depository institutions or fiduciaries for public funds of the City of Oskaloosa and the auditor of the City of Oskaloosa. The investment policy is required to be reviewed and adopted every two years. No changes have been made to the investment policy. This resolution readopts the policy.

BUDGET CONSIDERATION:

None

ATTACHMENTS:

Resolution and Investment Policy

RESOLUTION NO. _____

RESOLUTION ADOPTING THE CITY OF OSKALOOSA INVESTMENT POLICY

WHEREAS, Section 12B.10 of the Code of Iowa requires that City Council implement investment policies to be followed by the City Treasurer; and

WHEREAS, the Investment Policy requires the review and adoption every two years.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oskaloosa, Iowa, that the City of Oskaloosa Investment Policy attached hereto and incorporated herein by reference, is duly approved by the City Council of the City of Oskaloosa.

PASSED AND APPROVED this 6th day of May, 2013.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

CITY OF OSKALOOSA INVESTMENT POLICY

Section 1: SCOPE OF INVESTMENT POLICY

The Investment Policy of Oskaloosa shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving funds, bond proceeds and other funds accounted for in the financial statements of Oskaloosa. Each investment made pursuant to this Investment Policy must be authorized by applicable law and, this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this investment policy, but also be consistent with any applicable bond resolution or bond ordinance.

The Investment Policy is intended to comply with Iowa Code Chapter 12B.10.

Upon passage and future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

1. The governing body or officer of the City of Oskaloosa to which the Investment Policy applies.
2. All depository institutions or fiduciaries for the public funds of the City of Oskaloosa
3. The auditor engaged to audit any fund of the City of Oskaloosa.

In addition, a copy of this Investment Policy shall be delivered to every fiduciary or third party assisting with or facilitating investment of the funds of the City of Oskaloosa.

SECTION 2: DELEGATION OF AUTHORITY

In accordance with Section 12B.10 of the Iowa Code, the responsibility for conducting investment transactions resides with the Treasurer, with approval of the City Manager of the City of Oskaloosa. Only the Treasurer, and those authorized by the Oskaloosa Code of Ordinances to act in his/her absence, may invest public funds.

All contracts or agreement with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for the City of Oskaloosa shall require the outside person to notify in writing the Treasurer within thirty (30) days of receipt of all communications from the Auditor of the outside person or any regulatory authority of the existence of a material weakness in internal control structure of

the outside person or regulatory orders or sanctions regarding the type of services being provided to the City of Oskaloosa by the outside person.

The records of investment transactions made by or on behalf of the City of Oskaloosa are public records and are the property of the City of Oskaloosa whether in the custody of the Treasurer or in the custody of a fiduciary or other third party.

Management responsibility for the investment program is hereby delegated to the City Treasurer with the approval of the City Manager. No person may engage in an investment transaction except as provided under the terms of this policy. The receipt and review of the audited financial statement and related report on internal control structure of all outside persons performing any of the following for this public body shall be required.

1. Investing public funds
2. Advising on the investment of public funds.
3. Directing the deposit or investment of public funds.
4. Acting in a fiduciary capacity of this public body.

A Bank, Savings and Loan Association or Credit Union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

The Treasurer of the City of Oskaloosa and all employee's authorized to place investments shall be bonded a minimum of one hundred thousand dollars (\$100,000).

SECTION 3: OBJECTIVES OF INVESTMENT POLICY

The primary objectives in order of priority, of all investment activities involving the financial assets of the City of Oskaloosa shall be the following:

1. Safety: Safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. Liquidity: Maintaining the necessary liquidity to match expected liabilities is the second investment objective.
3. Return: Obtaining a reasonable return is the third investment objective.

SECTION 4: PRUDENCE

The Treasurer of the City of Oskaloosa, when investing or depositing public funds, shall exercise the care, skill, prudence and diligence under the

circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 3 investment objectives. This standard requires that when making investment decisions, the Treasurer shall consider the role that the investment or deposit plays within the portfolio of assets of the City of Oskaloosa and the investment objectives stated in Section 3.

When investing assets of the City of Oskaloosa for a period longer than thirty (30) days, the Treasurer shall request competitive investment proposals.

SECTION 5: INSTRUMENTS ELIGIBLE FOR INVESTMENT

Assets of the City of Oskaloosa may be invested in the following:

1. Obligations of the United States government, its agencies and instrumentalities.
2. Certificates of deposit and other evidences of deposit at federally insured depository institutions approved pursuant to Chapter 12C, Code of Iowa.
3. Commercial paper or other short-term commercial debt that matures within two hundred and seventy (270) days and that is rated within the two highest classifications, as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to Chapter 17A, Code of Iowa, provided that at the time of purchase no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt shall be invested in paper and debt rated in the second highest classification, and provided further that at the time of purchase no more than ten percent (10%) of the investment portfolio shall be in investments authorized by this paragraph and that at the time of purchase no more than five percent of the investment portfolio shall be invested in the securities of a single issuer.
4. Repurchase agreements whose underlying collateral consists of the investments obligations of the United States government, its agencies and instrumentalities and City of Oskaloosa takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements.
5. An open-end management investment company registered with the United States Securities and Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. § 80(a), and operated in accordance with 17 C.F.R. § 270.2a-7.
6. A joint investment trust organized pursuant to Iowa Code Chapter 28E

prior to and existing in good standing on the effective date of this Act or a joint investment trust organized pursuant to chapter 28E after April 28, 1992, provided that the joint investment trust shall either be rated within the two highest classifications by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A and operated in accordance with 17 C.F.R. § 270.2a-7, or be registered with the United States Securities and Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. § 80(a), and operated in accordance with 17 C.F.R. § 270.2a-7. The manager or investment advisor of the joint investment trust shall be registered with the federal securities and exchange commission under the Investment Advisor Act of 1940, 15 U.S.C. § 80(b).

7. All instruments eligible for investment are further qualified by all other provisions of this Investment Policy, including Section 7 investment maturity limitations and Section 8 diversification requirements.

SECTION 6: PROHIBITED INVESTMENTS AND INVESTMENTS PRACTICES

Assets of the City of Oskaloosa shall not be invested in the following.

1. Reverse repurchase agreements.
2. Futures and options contracts
3. Prime Banker's Acceptances (documented discount notes); or
4. Warrants or improvement certificates of a levee or drainage district.

Assets of the City of Oskaloosa shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.
3. If a fiduciary or other third party with custody of public investment transaction records of the City of Oskaloosa fails to produce requested records when requested by this public body within a reasonable time, the City of Oskaloosa shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

SECTION 7: INVESTMENT MATURITY LIMITATIONS

Operating funds must be identified and distinguished from all other funds

available for investment. Operating funds are defined as those, which are reasonably expected to be expended during a current budget year or within fifteen (15) months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

1. Operating funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The Treasurer may invest funds of the City of Oskaloosa that are not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven days (397). However, all investments for the City of Oskaloosa shall have maturities that are consistent with the needs and use of the City of Oskaloosa.

SECTION 8: DIVERSIFICATION

Where possible, it is the policy of the City of Oskaloosa to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over-concentration of assets in a specific maturity, a specific issue, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply.

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U. S. Treasury bills or cash on hand shall be used at all times.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on instruments with maturities approaching one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

SECTION 9: SAFEKEEPING AND CUSTODY

All invested assets of the City of Oskaloosa involving the use of a public funds custodial agreement, as defined in Section 12B.10C, shall comply with all rules adopted pursuant to Section 12B.10C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the State of Iowa.

SECTION 10: ETHICS AND CONFLICT OF INTEREST

The Treasurer and all officers and employees of the City of Oskaloosa involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any personal investments or loans in excess of \$200,000 in or with any entity that the City of Oskaloosa has declared as a depository or regularly conducts investment business shall be disclosed in writing within thirty (30) business days to the Oskaloosa City Council.

SECTION 11: REPORTING

The Treasurer shall submit to the City Council an investment report quarterly that shall set out the current portfolio in terms of maturity, rates of return and other features.

SECTION 12: INVESTMENT POLICY REVIEW AND AMENDMENT

This Investment Policy shall be reviewed every two years with the change of City Council Members or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties as noted in Section 1.

SECTION 13: ADOPTION

The City of Oskaloosa Investment Policy shall be adopted by resolution of the City Council. Any modification must be approved by the City Council.

Approved and adopted by the Oskaloosa City Council this 6th day of May 2013,
Resolution No. _____.



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE: CONSENT AGENDA – ITEM 8

Consider a motion approving Pay Request No. 1 to TK Concrete, Inc. in the amount of \$19,630.80 for work completed on the East Mall Parking Improvements Project.

EXPLANATION:

The City of Oskaloosa has received Pay Request No. 1 from TK Concrete, Inc for work completed to date on the construction of the East Mall Parking Improvements Project. City staff has reviewed the Pay Request and found it to be satisfactory for work completed to date on the project. The work included in this estimate includes storm sewer trenching, intakes, pavement & sidewalk removal, and other miscellaneous construction related items.

City staff recommends Council approve Pay Request No. 1 to TK Concrete, Inc. in the amount of \$19,630.80 for work completed to date on the East Mall Parking Improvements Project.

BUDGET CONSIDERATION:

\$19,630.80 from the Parking Lot Improvement Project Fund of the FY2013 Council approved budget.

RECOMMENDED ACTION: Consider approval of Pay Request No. 1 for the East Mall Parking Improvements Project to TK Concrete, Inc. in the amount of \$19,630.80.

ATTACHMENTS:

Application for Payment # 1 and Letter from Garden & Associates.

APPLICATION FOR PAYMENT NO. 1

To: City of Oskaloosa (OWNER)
From: TK Concrete, Inc. (CONTRACTOR)

Contract: East Parking Reconstruction - Penn Central Mall

Project: East Parking Reconstruction - Penn Central Mall

OWNER's Contract No.: _____ ENGINEER's Project No.: 5112112

For Work Accomplished Through the Date of: 4/25/13

1. Original Contract Price:	<u>\$ 260,336.00</u>
2. Net Change by Change Orders and Written Amendments (+ or -):	
3. Current Contract Price (1 plus 2):	<u>\$ 260,336.00</u>
4. Total Completed and Stored to Date:	<u>\$ 20,664.00</u>
5. Retainage (Per Agreement):	
5% of Completed Work:	<u>\$ 1,033.20</u>
0% of Stored Material:	
Total Retainage:	<u>\$ 1,033.20</u>
6. Total Completed and Stored to Date Less Retainage (4 minus 5):	<u>\$ 19,630.80</u>
7. Less Previous Application for Payments:	<u>\$ -</u>
8. DUE THIS APPLICATION (6 MINUS 7)	<u>\$ 19,630.80</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

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

Payment of the above AMOUNT DUE THIS APPLICATION is requested.

Dated: 4-26-13 TK Concrete, Inc.
(CONTRACTOR)
By: Doc Van Meer

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 4/26/13 Garden & Associates, Inc.
(ENGINEER)
By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated: _____ City of Oskaloosa, Iowa
(OWNER)

G & A 5112112 By: _____

ATTACHMENT NO. 1 TO PAY REQUEST NO. 1
 EAST PARKING RECONSTRUCTION - PENN CENTRAL MALL
 OSKALOOSA, IOWA
 G & A NO. 5112112

No.	Item	Unit Price	Contract Quantity	Schedule of Values Amount	Quantity Completed	Amount	%	Material Stored	Amount Completed & Stored
1.	Clearing and Grubbing	XXXX	1	\$2,500.00		\$0.00	0%		\$0.00
2.	Excavation, Class 10	\$12.50	750	\$9,375.00	320	\$4,000.00	43%		\$4,000.00
3.	Subgrade Preparation	\$1.50	4,450	\$6,675.00		\$0.00	0%		\$0.00
4.	Subbase, 6" Thick Modified Subbase (Granular)	\$5.50	4,450	\$24,475.00		\$0.00	0%		\$0.00
5.	Subbase, 4" Thick IDOT Grad. No. 11, Class "A" (Granular)	\$4.00	617	\$2,468.00		\$0.00	0%		\$0.00
6.	Compaction Testing	XXXX	1	\$2,250.00		\$0.00	0%		\$0.00
7.	Trench Compaction Testing	XXXX	1	\$400.00		\$0.00	0%		\$0.00
8.	Storm Sewer, Trenched, RCP, 15"	\$42.00	42	\$1,764.00	42	\$1,764.00	100%		\$1,764.00
9.	Subdrain, Perforated PE, 4"	\$6.00	1110	\$6,660.00		\$0.00	0%		\$0.00
10.	Subdrain Outlets and Connections, CMP, 4"	\$200.00	4	\$800.00		\$0.00	0%		\$0.00
11.	SW-511 Rectangular Area Intake	\$3,150.00	1	\$3,150.00	1	\$3,150.00	100%		\$3,150.00
12.	SW-603 Type R Casting, Furnish and Install as Per Plan	\$675.00	3	\$2,025.00		\$0.00	0%		\$0.00
13.	PCC Pavement, 7" Thick	\$31.00	4,370	\$135,470.00		\$0.00	0%		\$0.00
14.	PCC Pavement Samples and Testing	XXXX	1	\$2,000.00		\$0.00	0%		\$0.00
15.	Removal of Sidewalk	\$6.00	140	\$840.00	40	\$240.00	29%		\$240.00
16.	PCC Sidewalk, 5" Thick	\$27.00	617	\$16,659.00		\$0.00	0%		\$0.00
17.	Brick Sidewalk with Concrete Base	\$200.00	24	\$4,800.00		\$0.00	0%		\$0.00
18.	Detectable Warnings	\$25.00	144	\$3,600.00		\$0.00	0%		\$0.00
19.	Pavement Removal	\$4.75	4,300	\$20,425.00	1910	\$9,072.50	44%		\$9,072.50
20.	Painted Pavement Markings and Symbols, Waterborne or Solvent Based	XXXX	1	\$1,750.00		\$0.00	0%		\$0.00
21.	Conventional Seeding, Fertilizing, and Mulching	XXXX	1	\$2,500.00		\$0.00	0%		\$0.00
22.	Traffic Control	XXXX	1	\$2,750.00	25%	\$687.50	25%		\$687.50
23.	Mobilization	XXXX	1	\$7,000.00	25%	\$1,750.00	25%		\$1,750.00
	TOTAL			\$260,336.00		\$20,664.00			\$20,664.00



GARDEN & ASSOCIATES, LTD.

1701 2nd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

April 26, 2013

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

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

Dear Akhilesh:

Enclosed herewith are three (3) copies of Application for Payment No. 1 for TK Concrete, Inc. for the referenced project. Please review and if everything is in order, present it to the City Council for approval. If approved, please have the Mayor sign all copies and forward one to the contractor along with a check in the amount of \$19,630.80, return one to our office and keep the other for your files.

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

Sincerely,

GARDEN & ASSOCIATES, LTD.

A handwritten signature in black ink, appearing to read 'Robert Nielsen', written over the printed name.

Robert A. Nielsen, P.E.

Enc: Pay App. No. 1 (3 copies)

RAN/ng

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: Michael Schrock,
City Manager

ITEM TITLE: REQUESTS FROM THE GENERAL PUBLIC - A

Consider request from Dawn Collins, Executive Director of the Mahaska County YMCA, to report on the annual activities of the YMCA.

EXPLANATION:

Dawn Collins, Executive Director of the Mahaska County YMCA, will attend the city council meeting to give a presentation on the Mahaska County YMCA Annual Report for 2012.

BUDGET CONSIDERATION:

None.

ATTACHMENTS:

None.

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: April 16, 2012

REQUESTED BY: Michael Schrock,
City Manager

ITEM TITLE: REQUESTS FROM THE GENERAL PUBLIC - B

Consider request from Mahaska Ruritan Club for Farmers' Market.

EXPLANATION:

The Mahaska Ruritan Club is planning to sponsor the annual Farmers' Market again this year beginning Tuesday, May 28, 2013 through Tuesday, October 8, 2013. As in past years they are asking to set up on Tuesday afternoons on the east side of the square on South 1st Street with set up at 3:15 p.m. and selling until 6:00 p.m.

The Farmers' Market will take place in the Musco parking lot south of the Hy-Vee parking lot on Saturdays so city approval is not needed for the Saturday Farmers' Market.

Approval of this request is subject to receipt of a \$1,000,000 liability insurance certificate naming the city as an additional insured.

BUDGET CONSIDERATION:

Not applicable.

ATTACHMENTS:

Letter from Mahaska Ruritan Club.



Mahaska Ruritan Club

Box 667
Oskaloosa, IA 52577

A Leading Community Service Organization

April 15, 2013

Oskaloosa City Council
City of Oskaloosa, Iowa

Dear City Council-

The Mahaska Ruritan Club is again planning to sponsor the Oskaloosa Farmers' Market. In the past, the city has given us permission to hold the market on city property. We are again asking for that privilege. Our plan is to have the Tuesday afternoon market on the east side of the square in the usual place on South 1st. The market set up would start at 3:15 and selling will begin at 4 and continue until 6 p.m.

We plan to start the market Tuesday, May 28th and have a market every Tuesday until October 8th. The Mahaska Ruritan Club does have liability insurance for the events we sponsor.

The Mahaska Ruritan Club will still be holding a Saturday market from 8 a.m. to 11 a.m. in the Musco parking lot located south of the Hy-Vee parking lot. We have already been granted permission to use this area by Musco.

We are counting on your permission and cooperation for these markets and are anxiously awaiting our first local grown fresh produce. Please come and enjoy the sociability and products at the Oskaloosa Farmers' Market

Mahaska Ruritan Club
Farmers' Market Committee
Nolen Forsythe- Chairman
Lyle Siefeling
Larry Linsley

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: Jake McGee,
Police Chief

ITEM TITLE: REQUESTS FROM THE GENERAL PUBLIC - C

Consider request from the Mahaska Community Recreation Foundation for closure of streets for RAGBRAI events.

EXPLANATION:

The Mahaska Community Recreation Foundation is requesting permission to close North Market Street (US 63) (also requires approval from IDOT) from A Avenue to South Market and 3rd Avenue East; High Avenue from the 100 block of High Avenue West to the 300 block of High Avenue East; 1st Avenue from the 100 block of 1st Avenue West to the 300 block of 1st Avenue East; 2nd Avenue from the 100 block of 2nd Avenue West to the 300 block of 2nd Avenue East; and 1st, 2nd and 3rd Streets from A Avenue East to 3rd Avenue East from Thursday, July 25, at 6:00 a.m. to Friday, July 26, at 4:00 a.m.

If Council approves this item it should be subject to receipt of the required insurance certificate naming the city as an additional insured.

BUDGET CONSIDERATION:

\$25 fee for closure of streets and staff time to assist with the event.

ATTACHMENTS:

Letter and map from MCRF.

April 24, 2013

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

RE: Request for Street Closings for RAGBRAI Events

The city of Oskaloosa has been selected to be an overnight town for *RAGBRAI* on Thursday, July 25th, 2013. We are requesting permission to close North Market Street (US 63) from A Avenue to South Market Street and 3rd Avenue East. We also request permission to close High Avenue from the 100 block of High Avenue West to the 300 block of High Avenue East, 1st Avenue from the 100 block of 1st Avenue West to the 300 block of 1st Avenue East, and 2nd Avenue from the 100 block of 2nd Avenue West to the 300 block of 2nd Avenue East. We are also requesting permission to close 1st, 2nd, and 3rd Streets from A Avenue East to 3rd Avenue East.

Please see the enclosed map for all *RAGBRAI* event street closings. All streets will be closed from Thursday July 25th at 6:00a.m. and will reopen on Friday July 26th at 4:00a.m.

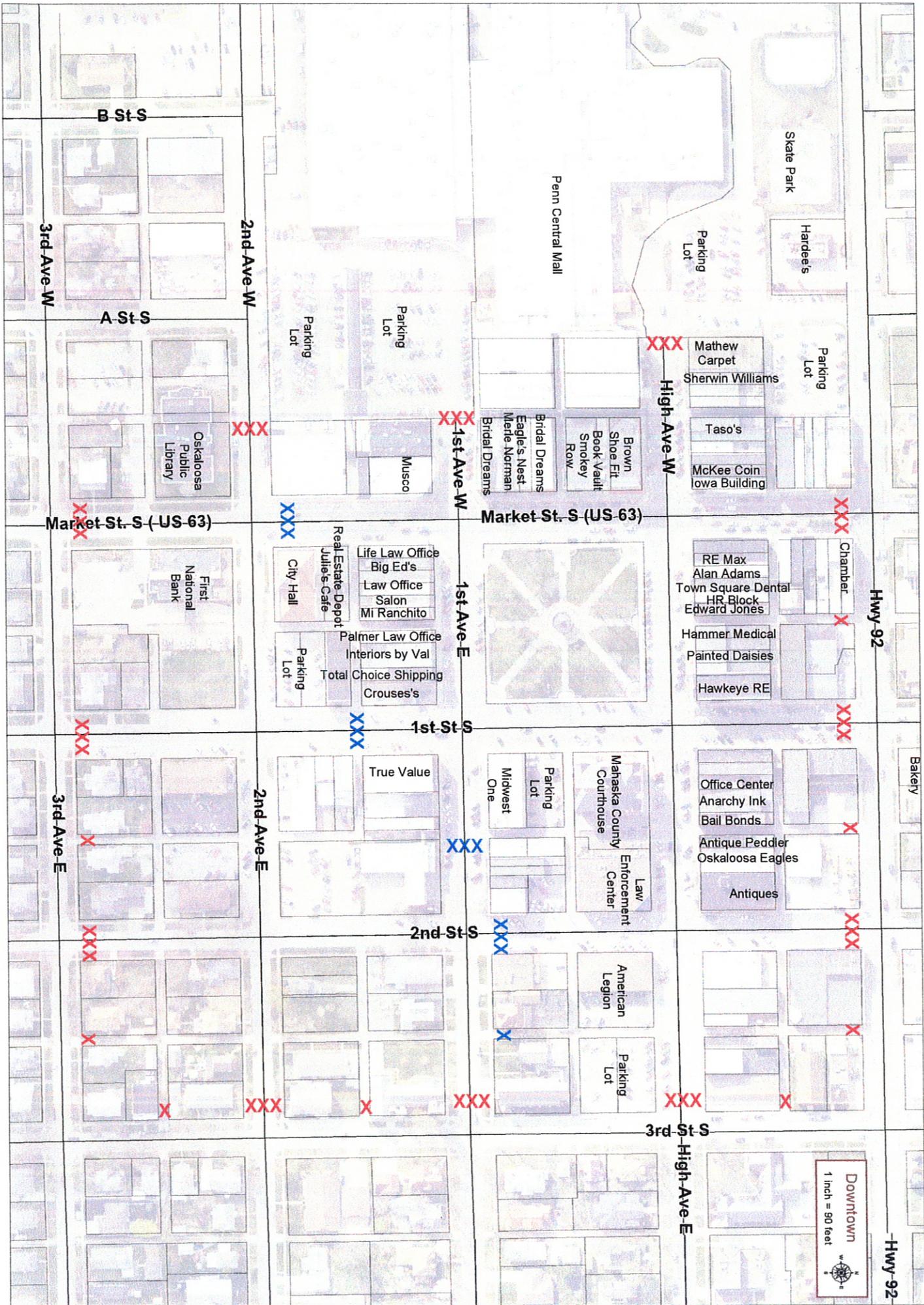
The Oskaloosa Police Department and its designees will provide traffic control and barricading of the applicable streets and intersections during this time.

If you have any suggestions or comments, I would greatly appreciate them. Thank you for your help in this matter.

Sincerely,



Sherry Vavra
Executive Director
Mahaska Community Recreation Foundation



B St S

A St S

Market St. S (US 63)

1st St S

2nd St S

3rd St S

3rd Ave W

2nd Ave W

3rd Ave E

2nd Ave E

High Ave E

Hwy 92

Hwy 92

Downtown
1 inch = 80 feet



Penn Central Mall

High Ave W

1st Ave W

1st Ave E

Parking Lot

Parking Lot

Parking Lot

Parking Lot

Real Estate Depot
Julie's Cafe
City Hall

Life Law Office
Big Ed's
Law Office
Salon
MI Ranchito

Palmer Law Office
Interiors by Val
Total Choice Shipping
Crousse's

Parking Lot

True Value

Midwest One

Parking Lot

Mahaska County Courthouse

Law Enforcement Center

Office Center
Anarchy Ink
Bail Bonds

Antique Peddler
Oskaloosa Eagles

Antiques

American Legion

Parking Lot

Oskaloosa Public Library

First National Bank

Mathew Carpet
Sherwin Williams

Taso's

McKee Coin Iowa Building

RE Max
Alan Adams
Town Square Dental
HR Block
Edward Jones

Hammer Medical
Painted Daisies

Hawkeye RE

Skate Park

Hardee's

Jaarsma Bakery

XXX



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE: REQUEST FROM THE GENERAL PUBLIC - D

Consider a motion to approve the request by 'Cellar Peanut Pub' at 206 Rock Island Avenue for outdoor entertainment, alcohol consumption outside building premises, and a temporary variance from noise ordinance.

EXPLANATION:

Mr. Marty Duffy, owner of the Cellar Peanut Pub at 206 Rock Island Avenue, has submitted a request to have outdoor entertainment involving a motorcycle show and alcohol consumption outside building premises on Saturday, May 11, 2013. The subject property is currently zoned as an Urban Corridor District which does not permit outdoor entertainment.

The current land use is as a cocktail lounge, where alcohol cannot be consumed outside the building premises. Alcohol consumption outside the building premises on the parking lot area violates open container law. The Oskaloosa Municipal Code does not allow for land uses similar to a 'beer garden', where alcohol consumption is permitted outside building premises.

Mr. Duffy is also requesting a variance from Oskaloosa Municipal Code Section 9.12.040 for the noise standards outlined in the ordinances.

The fencing and exiting provisions will need to be inspected for the safety of the occupants and any structures associated with the entertainment will also require permits and inspections to assure safety. In addition, vehicular parking will also need to be arranged for those attending since the present parking lot will be used for commercial recreation.

The above request for outdoor commercial recreation, alcohol consumption in the parking lot area, and a noise variance on commercial property will need council approval.

BUDGET CONSIDERATION:

None.

ATTACHMENTS:

Request letter and picture.

The Cellar Peanut Pub
206 Rock Island Ave
Oskaloosa, IA 52577

April 18, 2013

City of Oskaloosa
Attn: Akhilesh Pal, City Engineer
804 S D Street
Oskaloosa, IA 52577

Mr. Pal,

The Cellar Peanut Pub will be hosting a motorcycle show on Saturday, May 11, 2013. The event will begin at noon, with registration. Food from Breadeaux Pizza along with hamburgers, brats and hot dogs will be sold on the property.

Only motorcycles for the show will be allowed to park in the parking lot. Marty has talked with the owner of the vacant lot the West of the Cellar Peanut Pub. The owner of that property has said that cars are welcome to utilize that lot to park in.

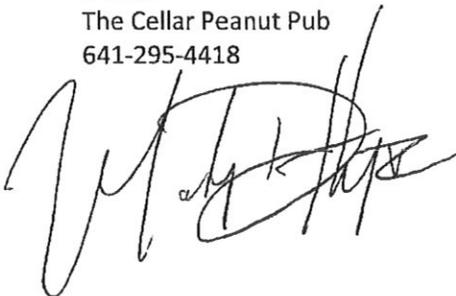
The entire property will be fenced with snow fence. At the entry points (one on the East side and one on the West side), ID's will be checked and a wrist band will be provided for those ages 21 and up. This wrist band will be required for the purchase and consumption of alcohol. Only canned beer and wine will be sold outside on the fenced deck and no glass bottles will be allowed outside as plastic cups will be provided. The outdoor sale of alcohol will end at 11:00pm.

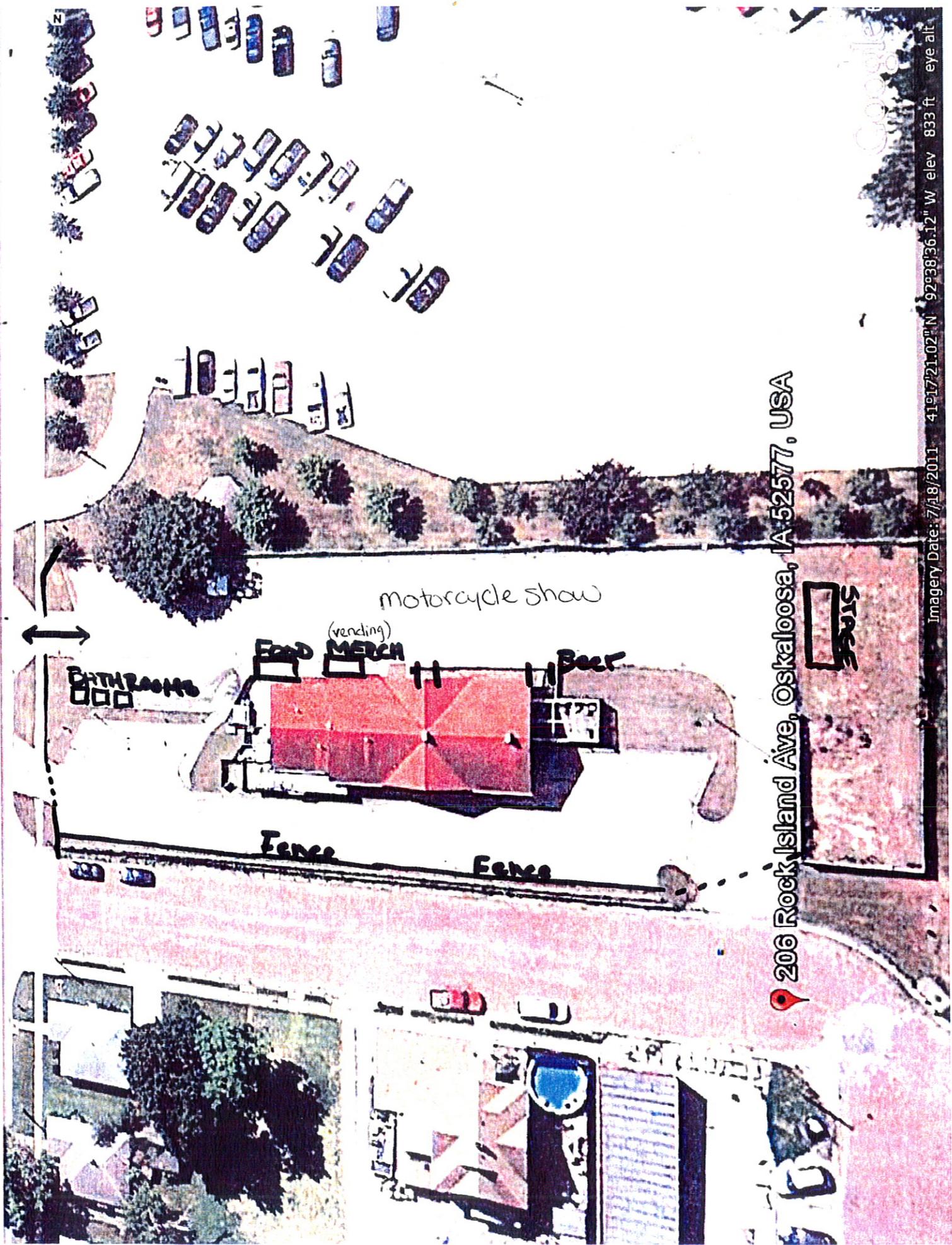
Outdoor music will begin at 6:00pm and end at 11:00pm on the stage, which is utilized for Friday After Five. The stage will be placed on the West end of the property at the area that is currently set aside for sand volleyball. The event will be all ages from 12:00pm – 5:00 pm. At 5:00pm the event becomes 21 and up.

It should be noted that a total of fifteen people will be bartending and providing security and supervision for the event.

Thank you for your consideration,

Marty Duffy
Owner
The Cellar Peanut Pub
641-295-4418

A handwritten signature in black ink, appearing to read 'Marty Duffy', is written over the typed name and contact information.



📍 206 Rock Island Ave, Oskaloosa, IA 52577, USA

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: CITY MANAGER'S OFFICE

ITEM TITLE: REQUESTS FROM THE GENERAL PUBLIC – E

Consider a request from John Gountanis for a reduction of sanitary sewer charges for the property located at 807 2nd Avenue West.

EXPLANATION:

John Gountanis is requesting a reduction of the sanitary sewer bill for a property he owns at 807 2nd Avenue West. His tenant received an extremely high water/sewer bill during the months of March-May 2011. Chris Roach from Hawkeye Real Estate & Property Management manages the property for Mr. Gountanis. Mr. Roach had his maintenance supervisor check out the property to find out the reason for the excess water usage and discovered a broken water pipe under the home.

Sewer charges for the period in question amount to \$3,106.15. Based upon "average" use for the property, a typical sewer bill is approximately \$58.54 and therefore a reduction of \$3,047.61 is requested by Mr. Gountanis.

The city's current sewer reduction policy was adopted in August 2010 by the City Council. The policy states the city shall not provide sanitary sewer customers a reduction or waiver in service fees or charges.

BUDGET CONSIDERATION:

Possible reduction in sanitary sewer revenue of \$3,047.61.

ATTACHMENTS:

Letters from Hawkeye Real Estate & Property Management.
Water and sanitary sewer bill.



Hawkeye

Real Estate & Property Management



121 High Avenue East • Oskaloosa, IA 52577 • Phone: (641) 673-8424 • Fax: (641) 673-9224

May 1, 2013

Michael Schrock
City Manager
220 S Market
Oskaloosa, IA 52577

Dear Mr. Schrock:

Thank you for taking the time to meet with John Gountanis and myself last Friday, April 26, in regards to the outstanding water/sewer bill for Gountanis' rental property at 807 2nd Ave West, Oskaloosa. Per your instruction, I wanted to write you and the city council so that Mr. Gountanis' matter can be heard by the city council during their next meeting on Monday, May 6.

I have managed the rental property at 807 2nd Ave West for Mr. Gountanis since the end of 2010, when he bought the 2BR manufactured home as an investment for \$23,500. Mr. Gountanis lives in Montana, but has family that lives in Oskaloosa, so they visit Oska a few times per year. He currently owns 2 investment properties in Oska that I manage for him. I moved a new tenant into 807 2nd Ave West in January of 2011 by the name of Matthew Wollums. Matthew signed a 7 month lease that expired as of 7/31/11 at \$400 per month. Per our lease agreement, all utilities were the responsibility of the tenant, Wollums. Matthew was 22 years old, worked at Hy-Vee and lived by himself.

Matt came into our office around June 10, 2011 to complain about an extremely high water bill that he had just received for usage during the months of March-May. The bill was for approximately \$6800. \$3700 of this was for water usage and \$3100 was for sewer usage. Matt's previous bill for the prior 2 months was about \$150. Obviously something was seriously wrong with the water service to the property. My maintenance supervisor went over to the property immediately to investigate. He ended up finding a water pipe below one of the 2 bathrooms that had broken at a connection and water was leaking out of the pipe at a steady flow, beneath the manufactured home, on top of the ground. We don't know how long this problem had been occurring for, since the water meter had not been read since March. Unfortunately, this problem was undetected by Mr. Wollums the entire time. The ground had already been wet from a good amount of rainfall weeks prior, so Mr. Wollums didn't think much of it that the ground under his home and nearby it was wet.

Mr. Wollums incurred this bill in June. He had no means to pay the bill to the city. He moved out when his lease expired at the end of July 2011. He gave no forwarding address. Several attempts were made by me and the water department to track him down but we've been unsuccessful. Since Mr. Wollums failed to pay the bill, it has come back on Mr. Gountanis. Mr. Gountanis and I have already had numerous communications with the water department.



Hawkeye Property Management and Development

121 High Avenue East • Oskaloosa, IA 52577 • www.hawkeye-re.com • Phone: (641) 673-8424 • Fax: (641) 673-9224

Obviously the water portion of the bill was incurred, whether the water made it into the house or not. We are not disputing that \$3700 charge. What we are disputing is the sewer charge of \$3100 and any late fees associated with that. It was apparent that the water was not going down the city sewer system. It was flowing above ground beneath the manufactured home and then down hill away from the house, just as rain water would do. Mr. Gountanis would like the city to consider forgiving this portion of the bill because of this.

Since purchasing this property in late 2010, I have collected rent for Mr. Gountanis for approximately 25 months. The rent has been \$400 per month the entire time. My fee for managing the property is 10% of the monthly rent collected. If you do the math, Mr. Gountanis has received approximately \$10,000 in rent and out of that rent my office has received \$1,000. That means that he has netted \$9,000 in rent over the last 2.5 years. During this same time, he's also paid property taxes in a timely fashion each year and has paid almost \$750 in property taxes. After deducting other expenses such as insurance, maintenance, utilities during vacant periods, etc, this total water/sewer bill exceeds the property income since Mr. Gountanis has owned the property.

We hope the city council will take all of these factors into consideration and make the decision to waive the sewer bill. I look forward to having the opportunity to come to your next meeting to discuss this matter further.

Sincerely,

Chris Roach
Manager

July 20, 2011

Dave Neubert
Wastewater Director
2632 Kent Avenue
Oskaloosa, IA 52577

Dear Dave:

Thanks for taking the time to talk to me earlier this week on the phone about the water/sewer bill situation at 807 2nd Ave West, Oskaloosa, IA. Here is a summary of events for this property as you requested:

I listed this property for sale back in October of 2010. An out of town buyer, who has family in Oskaloosa, and already owns a multi-family rental house in Oskaloosa, purchased the manufactured home on 11/30/10, for purpose of investment. He purchased the property for \$23,500. The owner's name is John Gountanis and he is from Montana. John hired me to manage the property as a rental.

I was able to get a tenant moved into this property as of January 13, 2011. The tenant's name was Matthew Wollums. He was 22 years old at the time and worked at Hy-Vee in warehousing. The tenant signed a lease through July of 2011 at \$400 per month. He was responsible for all utilities for the small, 2BR manufactured home, so the water/sewer bill as well as Mid-American Energy bill were in Matt's name up until the time he moved out at the beginning of July 2011.

Matt Wollums came into our office about June 10, 2011 to complain about an extremely high water bill he had received for the previous 3 months usage. This bill was for approximately \$6800 (\$3700 water, and \$3100 sewer). His previous bill for the first couple of months in the property was for approximately \$150. Upon Matt notifying our office of this extremely high water bill, our maintenance supervisor went over to the property right away to investigate for water leaks. Sure enough, he found a water pipe below one of the bathrooms that had broken at a connection and water was leaking out of that pipe at a steady flow. Water had just been flowing out of the pipe, beneath the trailer, on the top of the ground, for an undetermined amount of time. This was unknown and undetected by the tenant, Matt Wollums, who was living in the house. Since we had received quite a bit of rainfall during this time, the tenant hadn't noticed the ground getting wet underneath or around his home. Anyway, my maintenance supervisor was able to fix the problem right away. Of course we would have fixed the problem much sooner if anyone was aware of the leaking water pipe.



Hawkeye Property Management and Development

121 High Avenue East • Oskaloosa, IA 52577 • www.hawkeye-re.com • Phone: (641) 673-8424 • Fax: (641) 673-9224

I met with the water board on Monday, July 11, 2011 to plead my case with them about possibly reducing the amount of this bill. Matt Wollums is in no position financially to pay this bill and doesn't feel he is responsible for it because it was caused by a plumbing deficiency issue, which is the responsibility of the Landlord/Owner to repair. The Owner doesn't feel he is responsible for this bill either because we had no way of knowing about this problem, so how could the problem be fixed any sooner? Plus, the Tenant is the one responsible for the water bill. To my knowledge, the water board hasn't made any decision on what they are going to do. They are waiting to see what decision the Wastewater board is going come to, which likely depends on the city council/city manager.

I believe we have over a \$7000 total water/sewer bill that is outstanding now due to this undetected problem. This represents 30% of what the owner paid for the property last November. We are hopeful that some relief will be provided to both the tenant and the owner. If any additional information is needed, please let me know. We appreciate your consideration.

Sincerely,

Chris Roach
Manager/Broker
Hawkeye Real Estate & Hawkeye Property Management



Account Number
 Transaction #

Transaction | | |

Type
 Date
 G/L Posting Date
 Receipt #
 Reference
 Balance Forward
 Amount
 Adjustment Code
 Packet

Revenue Code
 Amount
 Description

R/C	Description	Amount
100	WA METERED SALES	3,731.00
190	WA TAX	261.17
200	SEWER SALES	3,106.15
601	STORMWATER FEE	6.00

Unapplied Total

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: MAYOR & CITY COUNCIL

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

- a) Building Code Board of Appeals – One vacancy to fill upon appointment and to serve at the pleasure of the Mayor. This is a five member board that meets as needed. (4 males and 0 females currently serve).
- b) Board of Adjustment - One vacancy to fill approved and appointed by the City Council for an unexpired term that ends December 31, 2016. This is a five member board that meets as needed. (4 males current serve).
- c) Library Board - Three vacancies to fill appointed by the Mayor with City Council approval for six year terms that end June 30, 2019. This is a nine member board that typically meets the fourth Monday of the month. (4 males and five females currently serve).
- d) Enterprise Zone Commission – Three at-large vacancies to fill approved and appointed by the City Council for three year terms that end June 30, 2016. This is a nine member board that meets as needed. (3 males and 5 females currently serve).

EXPLANATION:

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

BUDGET CONSIDERATION:

Not applicable, report(s) only.

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: CITY COUNCIL

ITEM TITLE: MAYOR AND COUNCIL APPOINTMENTS

Consider appointment of Russell Wyatt to the Board of Adjustment.

EXPLANATION:

There is a vacancy on the Board of Adjustment for a term that expires December 31, 2016. An application has been received from Russell Wyatt. This is a five member board. Terms are for five years. Currently four males serve on the Board of Adjustment. Appointments to the board are made by the City Council.

Recommended Action: Appoint Russell Wyatt to the Board of Adjustment to a term that ends December 31, 2016.

BUDGET CONSIDERATION

Not applicable.

ATTACHMENTS: Application from Russell Wyatt.

Marilyn Johannes

From: noreply@civicplus.com
Sent: Thursday, April 18, 2013 4:37 PM
To: city@oskaloosaiowa.org
Subject: Online Form Submittal: Application for Board or Commission

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

Application for Board or Commission

Board or commission applying for (choose one from list):* [Board of Adjustment V]

Board or commission not listed above:

Name of applicant:* Wyatt A. Russell
Address of Applicant* 708 PENN BLVD Oskaloosa, IA 52577
Phone number (day)* 641-295-1714
Phone number (evening) 641-295-1714
Email address:* russellwa4@gmail.com

Would you like to be interviewed for this position?* Yes No

Why are you interested in this position?* I feel that being a near life long member of the community I have a good grasp of what happens in the city. Being a HVAC professional I am in and around the community on a daily basis and deal with the general public all of the time. I just mainly want the chance to be able to help the community how ever I can.

Your experience that would be beneficial to the board or commission:* 8 years as a HVAC professional. 20 year resident of Oskaloosa.

Other civic experience:

* indicates required fields.

The following form was submitted via your website: Application for Board or Commission

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

Board or commission not listed above::

Name of applicant:: Wyatt A. Russell

Address of Applicant: 708 PENN BLVD Oskaloosa, IA 52577

Phone number (day): 641-295-1714

Phone number (evening): 641-295-1714

Email address:: russellwa4@gmail.com

Would you like to be interviewed for this position?: Yes

Why are you interested in this position?: I feel that being a near life long member of the community I have a good grasp of what happens in the city. Being a HVAC professional I am in and around the community on a daily basis and deal with the general public all of the time. I just mainly want the chance to be able to help the community how ever I can.

Your experience that would be beneficial to the board or commission:: 8 years as a HVAC professional. 20 year resident of Oskaloosa.

Other civic experience::

Additional Information:

Form submitted on: 4/18/2013 4:36:35 PM

Submitted from IP Address: 208.126.107.29

Referrer Page: <http://www.oskaloosaiowa.org/?nid=153>

Form Address: <http://www.oskaloosaiowa.org/Forms.aspx?FID=71>



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE: PUBLIC HEARINGS

Consider an ordinance amending the zoning ordinance of the City of Oskaloosa, Iowa by rezoning the property at 202 South 11th Street from R-2, Urban Family Residential, to CC, Community Commercial District – 1st Reading (**PUBLIC HEARING**).

EXPLANATION:

Mr. J.D. Fiechtner, the owner of the property at 202 South 11th Street, has submitted a rezoning request for his property. Shortly after purchasing the property for commercial use, he learned that it was zoned Urban Family Residential (R-2). The existing uses of his property include general offices, business support, and agricultural sales/service. Mr. Fiechtner is proposing to expand both the office space and the agricultural/business sales and support services in order to use the property for events, group gatherings, rental space, and incidental storage for the agricultural/business sales and services. The proposed commercial uses are therefore general offices, agricultural sales/service, and business support. According to Table 17.08B "Permitted Uses by Zoning Districts" of Chapter 17.08 in the Oskaloosa Municipal Code, the above mentioned land uses are not permitted in an R-2 district.

As a result of Mr. Fiechtner's request, and in order to avoid spot zoning in that area, Phyllis Childers and the First Church of the Nazarene were contacted to evaluate the future zoning of their properties adjacent to 202 South 11th Street: parcel #1118453012 and parcel #1118453014. In the past, the use of these parcels was for religious assembly and recreational use. Phyllis Childers opposed the rezoning of her property due to the harsher impact on the residential area but she did not oppose the rezoning of 202 South 11th. The First Church of the Nazarene had no objection to the rezoning of either property.

The Planning & Zoning Commission considered this item at their April 8, 2013 meeting and recommended by a vote of 7 to 0 that the City Council approve the request that the property at 202 South 11th Street be rezoned as Community Commercial District. However, the other two parcels (parcel #1118453012 and parcel #1118453014) were

recommended to remain as Urban Family Residential District. The property at 202 South 11th Street will also need a conditional use permit in order to conduct agricultural sales/service.

The Staff recommendation was that the zoning of all three parcels be changed from Urban Family Residential (R-2) to Community Commercial (CC) in order to avoid spot zoning and to bring all 3 parcels into zoning compliance for their existing use.

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

Urban Family Residential (R-2):

This district is intended to provide for medium density residential development, characterized by single-family dwellings on moderately-sized lots along with low density multi-unit residential structures such as duplexes and townhouses. It provides regulations to encourage innovative forms of housing development. It adapts to both established and developing neighborhoods, as well as transitions between single-family and multi-family areas. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure.

Community Commercial (CC):

This district is intended for commercial facilities which serve the needs of markets ranging from several neighborhoods to the overall region. While allowed commercial and office uses are generally compatible with nearby residential areas, traffic and operating characteristics may have more negative effects on residential neighborhoods than those permitted in the LC district. CC districts are appropriate at major intersections, at the junction of several neighborhoods, or at substantial commercial subcenters.

Note: Listed below are definitions and permitted use types by zoning districts as per Oskaloosa Municipal Code Chapter 17.06.

Religious Assembly. *A use located in a permanent building and providing regular organized religious worship and religious education incidental thereto (excluding private primary or private secondary educational facilities, community recreational facilities, day care facilities, and incidental parking facilities). A property tax exemption obtained pursuant to Property Tax Code of the State of Iowa shall constitute prima facie evidence of religious assembly use.*

General Offices. *Use of a site for business, professional, or administrative offices who may invite clients from both local and regional areas. Typical uses include real estate, insurance, management, travel, or other business offices; organization and association offices; or professional offices.*

Agricultural Sales and Service. *Establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, farm equipment, pesticides and similar goods or in the provision of agriculturally related services with incidental storage on lots*

other than where the service is rendered. Typical uses include nurseries, hay, farm implement dealerships, feed and grain stores, and tree service firms.

Business Support Services. Establishments or places of business primarily engaged in the sale, rental or repair of equipment, supplies and materials or the provision of services used by office, professional and service establishments to the firms themselves but excluding automotive, construction and farm equipment. Typical uses include office equipment and supply firms, small business machine repair shops or hotel equipment and supply firms, messenger and delivery services, custodial or maintenance services, and convenience printing and copying.

BUDGET CONSIDERATION:

Revenue of \$250.00 for rezoning application fee.

RECOMMENDED ACTION:

Open public hearing, receive comments, close the public hearing and consider approving the first reading of the rezone request.

ATTACHMENTS:

Ordinance, Location Map, Table 17.08 – Permitted Uses, email, and Rezone Application.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA BY CHANGING THE ZONING OF THE PROPERTY LOCATED AT 202 SOUTH 11TH STREET FROM URBAN-FAMILY RESIDENTIAL (R-2) DISTRICT TO COMMUNITY COMMERCIAL (CC) 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 202 South 11th Street from R-2, Urban-Family Residential District to CC, Community Commercial District, legally described as follows:

Lot Four of Hope Subdivision to the City of Oskaloosa, Mahaska County, Iowa.

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

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

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

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

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

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

Signed _____

City of Oskaloosa

Request for zoning change from Urban Family Residential (R-2) to Community Commercial (CC)

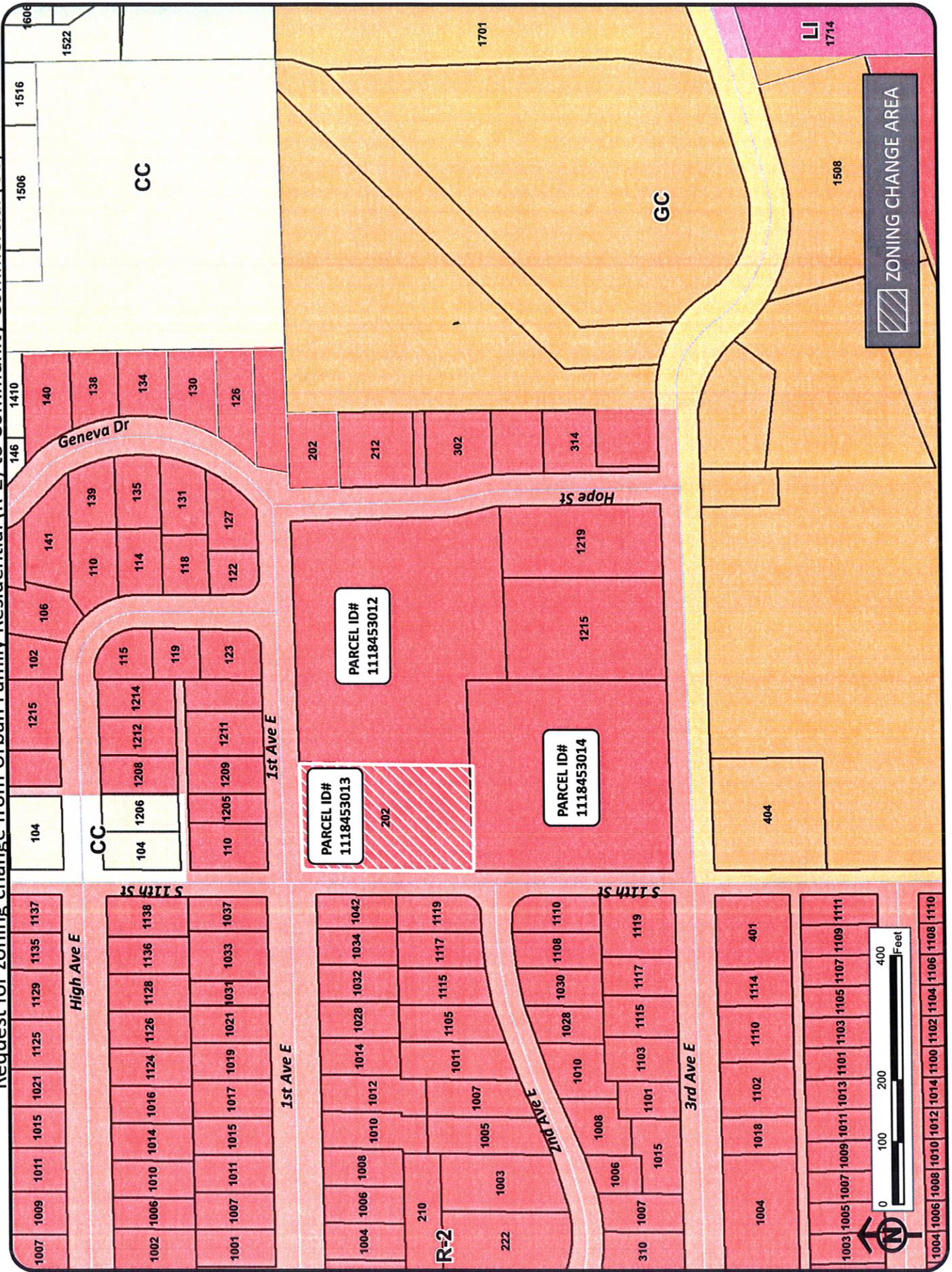


Table 17.08b
Permitted Uses by Zoning Districts

Use Types	AG	RR	R- 1	R- 2	R- 3	R- 4	UC	LC	CC	DC	GC	HC	BP	LI	GI	Additional Regulations
Agricultural Uses																
Horticulture	P	P	C	C	C	C		C	P	C	C	C				17.22.020(A)
Crop production	P	P														
Animal production	P															17.22.020(B)
Commercial feedlots																17.22.020(C)
Livestocks sales																
Residential Uses																
Single-family Detached	P	P, L(1)	P, L(1)	P, L(1)	P, L(1)	P	P, L(1)	C								17.22.030(A)
Single-family Attached	C	C	C	P	P	P	P	C								17.22.030(B)
Duplex				P	P		P	C								
Two-family				P	P		P	C								17.22.030(D)
Townhouse				P	P		P	P		P						17.22.030(C)
Multiple-family					P		C	P	C	P	C					
Downtown residential										P						17.22.030(E)
Group residential	C	C			P			C	C							17.22.030(F)
Manufactured housing residential	P	P, L(1)	P, L(1)	P, L(1)	P, L(1)	P, L(2)		C								
Mobile home park						P, L(2)										17.22.030(G)
Mobile home subdivision						P, L(2)										17.22.030(H)
Retirement residential	C	C	C	P	P		P	P	C	P	C					

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

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

1. The dwelling shall have a minimum width facing the street of twenty-four feet.
2. The minimum horizontal dimension of the main body of the dwelling unit shall not be less than twenty feet.
3. A minimum of fifteen percent of the facade of the building facing the street shall consist of windows, doors and other building openings.
4. Any foundation skirting material shall have the appearance of masonry or poured concrete typical of site-built homes.

Installation of the skirting must be installed within thirty days following the installation of the home, or the first day of May if the ground is frozen at the time the home is placed.

L(2) = Applies to all factory built homes (Refer to Section 17.04.030 for definitions). Any foundation skirting material shall have the appearance of masonry or poured concrete typical of site-built homes. Installation of the skirting must be installed within thirty days following the installation of the home, or the first day of May if the ground is frozen at the time the home is placed.

Table 17.08B

Permitted Uses by Zoning Districts (Continued)

Use Types	AG	RR	R-1	R-2	R-3	R-4	UC	LC	CC	DC	GC	HC	BP	LI	GI	Additional Regulations
Office Uses																
Corporate offices						C	P	P	P	P	P	P	P	P	P	
General offices						C	P	P	P	P	P	P	P	P	P	
Financial offices							P	P	P	P	P	P	P	P	P	
Medical offices						C	P	P	P	P	P	P	P	P	C	
Commercial Uses																
Ag sales/service									C	C	P	P		P	P	
Auto rental/sales							P		C	P	P	P		C		17.22.050(C)
Auto services							C	C	P	P	P	P		P	P	17.22.050(A), (D)
Body repair									C	C	P	P		P	P	17.22.050(A)
Equip rental/sales										C	P	P		P	P	17.22.050(C)
Equipment repair											P	P		P	P	17.22.050(A)
Bed and breakfast	C	C	C	C	C		P	P	P	P	P	P				17.22.050(D)
Business support							P	P	P	P	P	P	P	P	P	
Business/trade school									P	P	P	P	P	P	P	
Campground									C		C	C				17.22.050(E)
Cocktail lounge							C		P	C	P	P	C	P	P	17.22.050(F)
Commercial rec (indoor)							C	C	P	P	P	P	P	P	P	17.22.050(F)
Commercial rec (outdoor)											P	P		P	P	
Communication service							P	C	P	P	P	P	P	P	P	
Construction sales/service							C		C	C	P	P		P	P	
Consumer service							P	P	P	P	P	P	P	P		
Convenience storage									C		C	C		P	P	17.22.050(G)
Crematorium							C	C	C	C	C	C		C	C	
Food sales (convenience)							P	C	P	P	P	P	P	P	P	
Food sales (limited)							P	P	P	P	P	P	P	P	P	
Food sales (general)							C	C	P	P	P	P				

P = Uses permitted by right
 C = Uses permitted by conditional use permit
 Blank = Use not permitted

Table 17.08B

Permitted Uses by Zoning Districts (Continued)

Use Types	AG	RR	R-1	R-2	R-3	R-4	UC	LC	CC	DC	GC	HC	BP	LI	GI	Additional Regulations
Commercial Uses (Cont.)																
Food sales (supermarkets)									P	P	C	C				
Funeral service						C	P	P	P	P	P	P	P	P	P	
Kennels	P	C									C	C		P	P	
Laundry services										C	P	P		P	P	
Liquor sales									P	P	P	P		C		
Lodging							P		P	P	P	P	P	C		
Personal improvement							P	P	P	P	P	P	P	P	P	
Personal services							P	P	P	P	P	P	P	P	P	
Pet services	C						P	P	P	P	P	P	P	P		
Research services							P	P	P	P	P	P	P	P	P	
Restaurants (drive-in)							C		P	C	P	P		C	C	17.22.050(H)
Restaurants (general)							P	P	P	P	P	P	P	C	C	17.22.050(H)
Restricted business											C			C	P	17.22.050(I)
Retail services (limited)							P	P	P	P	P	P	C			
Retail services (large)								C	P	C	P	P				
Retail services (mass)									C	C	P	P				
Stables	C	C														
Surplus sales										C	P			P	P	
Trade services							C		C	C	P	P	P	P	P	
Vehicle storage (short-term)							C				P			P	P	
Veterinary services	C	C					P	C	C	C	P	P		P	P	
Parking uses																
Off-street parking							C		C	P	P	P	C	P	P	
Parking structure									C	P	C	C	C	P	P	

P = Uses permitted by right
 C = Uses permitted by conditional use permit
 Blank = Use not permitted

Table 17.08B

Permitted Uses by Zoning Districts (Continued)

Use Types	AG	RR	R-1	R-2	R-3	R-4	UC	LC	CC	DC	GC	HC	BP	LI	GI	Additional Regulations	
Industrial Uses																	
Agricultural industry														C	P	17.22.070	
Construction yards														P	P	17.22.070	
Custom manufacturing							C		C	P	P	P	P	P	P	17.22.070	
Light industry														C	P	P	17.22.070
General industry														P	P	17.22.070	
Heavy industry															C	17.22.070	
Recycling collection									C	C	P			P	P	17.22.070	
Recycling processing														P	P	17.22.070	
Resource extraction															C	17.22.060(A), 17.22.070	
Salvage services															P	17.22.060(B), 17.22.070	
Vehicle storage (long-term)											C			P	P	17.22.070	
Warehousing (enclosed)										C	C	C	P	P	P	17.22.070	
Warehousing (open)														C	P	17.22.070	
Transportation uses																	
Aviation														C	C	P	
Railroad facilities										C	C			C	P	P	
Truck terminal											C			C	P	17.22.070	
Transportation terminal									P	P	P	P		P	P		
Miscellaneous Uses																	
Alternative energy production devices	C	C	C	C	C	C	C	C		C	C	C	P	P	P		
Amateur radio tower	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Communications tower	C	C	C	C	C	C	C	C	C	C	C	C	P	P	P	17.22.080(A)	

P = Uses permitted by right
 C = Uses permitted by conditional use permit
 Blank = Use not permitted

Akhilesh Pal

From: Jerome Fiechtner [jdfiechtnerdvm@gmail.com]
Sent: Monday, March 18, 2013 3:34 PM
To: Akhilesh Pal
Subject: Re: Question on zoning

Dear Mr. Pal,

Thank you for getting back in contact with me. I will respond with basic information you requested. If you need more in depth discussion or understanding, please let me know when I could meet with you to discuss in person.

Section A of addendum to request that I submitted:

All 5 offices are currently occupied. The management of the listed Agribusinesses are being accomplished (very little traffic through office beyond office occupants. 0-3 people per day average). Conference room is used routinely, and has been utilized for a couple of large group meetings/gatherings with presentations.

Proposed to continue with occupied offices and conference space, and for events/meetings/group gatherings (rented out).

History:

The offices and conference room were all in place when the property was purchased. I assume use was office, or Sunday School rooms (there had been daycare here at one time). Conference room was called an auditorium and had been used some as a place for band to practice and play.

Ancient history was offices and showroom of car dealership.

Section B:

Currently used as break room on a daily basis. This space has been utilized a few times for larger groups (have served food and beverages to people attending meeting / presentations). Proposed to be utilized occasionally as rental for events/meetings/gatherings.

History:

The cabinets and counters were all in place in the kitchen/break room area. I think they had been used by the church youth group for gatherings and food serving. There was some gaming equipment in the space also.

Section C:

Currently used as garage parking. has been used to build 2 parade floats for special events. Proposed for possible special uses as described in initial request (a garage space)

History:

Recently used as an indoor archery range, as well as indoor skating course.

Ancient History this area was service garage for car dealership.

Section D:

Warehouse building currently used for storage of personal vehicle and RV. Proposed use of additional office space (in finished area) and/or rental storage. Possible warehouse inventory of supplies for mobile agribusiness repair and maintenance.

History:

Finished area for youth gaming room with black lighting option. Unfinished area I assume was for storage.

Ancient History the warehouse still has anchors in floor for straightening auto frames as well as wiring for air compressors and other equipment for body shop and repair. The old auto paint room is what was finished into part of the gaming area.

In summary, I am looking to be in compliance for offices on a daily basis. Possible occasional rental space for meetings and/or gatherings. Warehouse for storage or inventory needs.

If you need more clarification, please stop by for a visit to see for yourself, or let me know when I can meet at your office for discussion.

Thanks,
JD Fiechtner
641.660.3214

On Mar 18, 2013, at 11:08 AM, Akhilesh Pal wrote:

> Hello Mr. Fiechtner,
>
> We both have playing phone tags here for the last week. The reason I
> called you was to get more information on the zoning for your property
> on South 11th Street. You submitted a revised document indicating the
> possible land uses for your property. I need you to differentiate
> between the existing, previous (if possible) and proposed land uses of
> the property. This will help us decide on the proposed zoning.
> Please let me know if you have any questions.
>
> Thanks
>
> Akhilesh Pal, P.E.
> Public Works Director
> City of Oskaloosa
> 804 South D Street
> Oskaloosa, Iowa 52577
> Ph: 641-673-7472
> fax 641-673-3733
> akhilesh.pal@oskaloosaiowa.org
>
> All information in this Communication, including attachments, is
> strictly confidential and intended solely for delivery to and
> authorized use by the
> addressee(s) identified above, and may contain privileged,
> confidential information entitled to protection and/or exempt from
> disclosure under acceptable law. If you are not the intended
> recipient, please take notice that any use, distribution or copying of
> this Communication, and/or action taken or omitted to be taken in
> reliance upon it, is unauthorized and may be unlawful. If you have
> received this Communication in error, please notify the sender and delete this
Communication from your computer.
>
> -----Original Message-----
> From: Jerome Fiechtner [mailto:jdfiechtnerdvm@gmail.com]
> Sent: Tuesday, February 12, 2013 3:23 PM
> To: akhilesh.pal@oskaloosaiowa.org
> Subject: Question on zoning

>
> Dear Akhilesh Pal,
> I am writing this email to ask on the proper procedures to follow in
> proactively addressing a zoning concern I have. I purchased property
> at 202 South 11th Street last summer through a realty agency repping
> for Gateway Nazarene Church. The sale and inspections all were
> completed professionally and handled well.
>
> My concern is that I recently was informed of the fact the zoning for
> this lot (buildings and parking lot) is R2 / residential. I purchased
> the property as advertised as commercial property and buildings. My
> bid sheet for offer to buy was on Commercial/Nonresidential contract.
> The assessors office has the buildings assessed as commercial in its
> valuation. But the zoning map has it in R2 (I recently was informed).
>
> I bought the property for an office building with associated warehouse
> and was confident I was within zoning regulations since it was a
> "commercial property". I am having no issues at this time with
> neighbors/neighborhood and do not expect any issues (I had one close
> neighbor ask to rent "long term storage" in the warehouse, which is
> not compliant with R2). I am wanting to address the zoning issue to be
> completely compliant with city regulations.
>
> Please let me know if I need to speak or meet with anyone or the
> zoning commisiion to try to work through this situation. Can zoning be
> changed? Can a waiver be obtained? What is the best avenue to travel with this issue?
>
> I look forward to your ideas and comments.
>
> Sincerely,
> J.D Fiechtner
> 202 South 11th Street
> PO Box 1126
> Oskaloosa, Iowa 52577
>

RECEIVED
2/22/13

REZONING APPLICATION

APPLICANT NAME: Jerome D. Fiechtner & Janet Reese

APPLICANT ADDRESS: 1706 North Park Ave
Oskaloosa, Iowa 52577

OWNER NAME: Jerome D. Fiechtner & Janet Reese

PHONE NUMBER: (641) 673-8778

ADDRESS OF PROPERTY: 202 South 11th Street

LEGAL DESCRIPTION: (Please provide a copy of the legal description from the Mahaska County Recorder's Office.) Lot Four of Hope Subdivision

REQUEST REZONING FROM Residential / R 2
TO Commercial

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

The reason for request for rezoning is to be in compliance with the city code. When we purchased the property in June 2012 it was represented as Commercial Buildings & Property and the real estate offer/contract was for Commercial / Non-Residential Real Estate. The proposed use is for offices for management & oversight of agribusiness in/around Oskaloosa area, and possible storage in standing steel warehouse.

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.

Jerome D. Fiechtner / Janet Reese
SIGNATURE OF OWNER

DATE: 2/22/13



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE:

Consider an ordinance amending the City Code of the City of Oskaloosa, Iowa by amending provisions pertaining to Chapter 10.24 - Stop and Yield Requirements; and Chapter 10.48 -- "Parking Regulations Generally", Section 10.48.240 -- "No Parking Zones"; (2nd reading)

EXPLANATION:

The Public Works Department performed a review of all intersections with all-way stop signs. City staff has studied 16 intersections for all-way stop warrants. Of these 16 intersections, 14 were all-way stop control and 2 were two-way stop control intersections. Among them only two of those intersections, 'High Avenue West & D Street' and 'K Avenue East & North Third Street', met the Manual on Uniform Traffic Control Devices (MUTCD) warrants for an all-way stop. An additional 5 intersections will remain as all-way stop controls due to proximity to the downtown area and/or the geometric alignment of the intersection. Thus, a total of 7 intersections will operate with all-way stop controls and are listed as follows:

1. D Street & High Avenue West
2. North 3rd Street & K Avenue East
3. South 7th Street & 5th Avenue East
4. South B Street & 2nd Avenue West
5. High Avenue West & South A Street
6. High Avenue East & 1st Street
7. 1st Avenue East & South 1st Street

The twelve intersections which did not meet the all-way stop warrants are recommended to be changed to two-way stop intersections. The proposed regulatory signs north of A Avenue will be implemented on May 28, 2013 and the signs south of A Avenue will be implemented on June 11, 2013 as shown in the following table.

Intersection	Stop Control Direction	Implementation Date
High Ave W & South L St	eastbound & westbound	May 28, 2013
South H St & High Ave W	northbound & southbound	May 28, 2013
3rd Ave W & south M St	eastbound & westbound	May 28, 2013
3rd Ave W & South H St	eastbound & westbound	May 28, 2013
6th Ave W & South D St	eastbound & westbound	May 28, 2013
9th Ave E & South 7th St	eastbound & westbound	May 28, 2013
3rd Ave E & South 11th St	eastbound & westbound	May 28, 2013
B Ave W & North D St	eastbound & westbound	June 11, 2013
North D St & C Ave W	northbound & southbound	June 11, 2013
G Ave W & North I St	eastbound	June 11, 2013
B Ave E & North 3rd St	eastbound & westbound	June 11, 2013
North 9th St & C Ave E	northbound & southbound	June 11, 2013

All intersections recommended to be changed to two-way stop controls were also evaluated for intersection sight visibility. Where parking restrictions do not already exist, a 50' no parking restriction will be required along each side of the thru street so that stopped vehicles can see oncoming traffic.

Staff has also re-evaluated all parking restrictions listed in Section 10.48.240 of the City Code. To accomplish this, the current code was checked against existing conditions. In many cases, additional no parking signs need to be installed. In other cases, obsolete or unclear parking restriction code needs to be updated or changed.

The proposed amendments reflect Staff's attempt to address and resolve Oskaloosa's existing traffic control devices.

BUDGET CONSIDERATION:

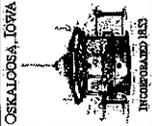
There will be minimal impact to the City Budget for the installation or removal of these traffic control signs.

RECOMMENDED ACTION:

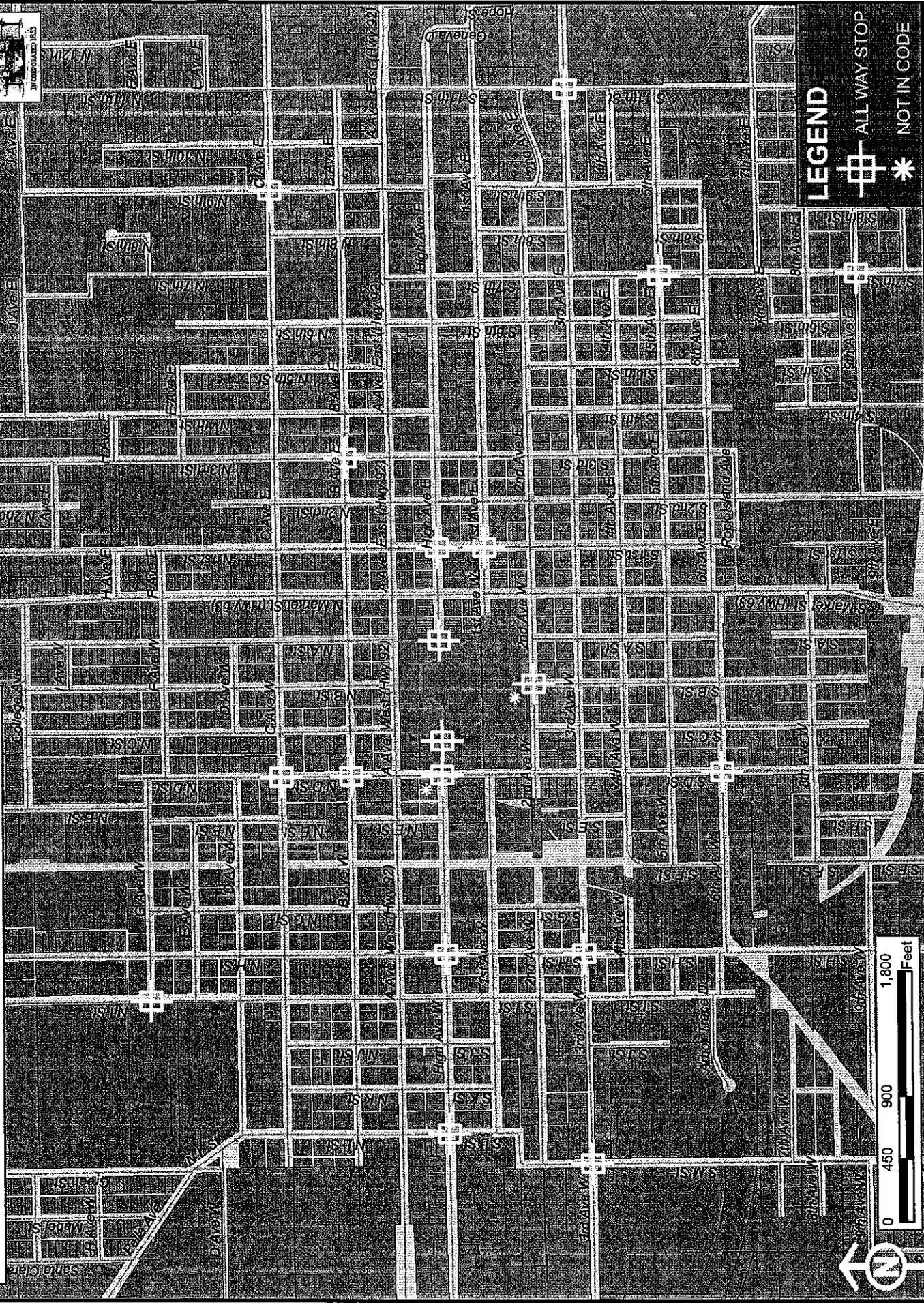
Approve and adopt ordinance.

ATTACHMENTS:

Location Maps and Ordinance.



ALL WAY STOPS - EXISTING CONDITIONS



LEGEND

-  ALL WAY STOP
-  NOT IN CODE





FUTURE STOP SIGN & PARKING CONDITIONS



LEGEND

- # ALL WAY STOP
- T 2 WAY STOP ON NORTHBOUND & SOUTHBOUND APPROACHES
- | 2 WAY STOP ON EASTBOUND & WESTBOUND APPROACHES
- STOP ON WESTBOUND APPROACH ONLY
- STOP ON EASTBOUND APPROACH ONLY
- STOP ON NORTHBOUND APPROACH ONLY & REMOVE FROM CODE
- * ADD TO CODE
- 50 FEET OF NO PARKING AT 2 WAY STOP INTERSECTIONS
- REMOVE PARKING RESTRICTION FROM CODE



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10.24 - STOP AND YIELD REQUIREMENTS; AND CHAPTER 10.48 – “PARKING REGULATIONS GENERALLY”, SECTION 10.48.240 – “NO PARKING ZONES”; OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA.

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

SECTION 1. SECTION 10.24.010 - - THROUGH STREETS—STOP REQUIRED is hereby deleted in its entirety.

SECTION 2. SECTION 10.24.010 - - THROUGH STREETS—STOP REQUIRED is hereby amended as outlined on the attachment to this ordinance.

SECTION 3. SECTION 10.24.020 - - STOP INTERSECTIONS is amended by adding the following:

98. High Avenue West. Vehicles traveling east and west on High Avenue West shall stop at L Street.
99. H Street. Vehicles traveling north and south on H Street shall stop at High Avenue West.
100. High Avenue West. Vehicles traveling east on High Avenue West shall stop at North A Street.

SECTION 4. SECTION 10.24.030 - FOUR-WAY STOP INTERSECTIONS is hereby deleted in its entirety.

SECTION 5. SECTION 10.24.030 - FOUR-WAY STOP INTERSECTIONS is hereby amended as follows:

Every driver of a vehicle shall stop before entering the following designated four-way stop intersections:

1. High Avenue and First Street;
2. First Avenue and First Street;
3. North Third Street and K Avenue;
4. D Street and High Avenue West;
5. South Seventh Street and Fifth Avenue West;

SECTION 6. SECTION 10.24.040 - THREE-WAY STOP INTERSECTIONS is hereby deleted in its entirety.

SECTION 7. SECTION 10.24.040 - THREE-WAY STOP INTERSECTIONS is hereby amended as follows:

Every driver of a vehicle shall stop as required before entering the following three-way stop intersections:

1. Second Avenue West and South B Street. Vehicles approaching the intersection of Second Avenue West and South B Street from the north, south, and east shall stop before entering such intersection;
2. South A Street and High Avenue West. Vehicles approaching the intersection of South A Street and High Avenue West from the north, east, and west shall stop before entering such intersection.

SECTION 8. SECTION 10.48.240 - - NO PARKING ZONES is hereby deleted in its entirety.

SECTION 9. SECTION 10.48.240 - - NO PARKING ZONES is hereby amended as outlined on the attachment to this ordinance.

SECTION 10. 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 11. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication by law. The regulatory signs north of A Avenue shall be implemented on May 28, 2013 and the signs south of A Avenue shall be implemented on June 11, 2013.

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 _____

Title 10 - VEHICLES AND TRAFFIC

Chapter 10.24 - STOP AND YIELD REQUIREMENTS

10.24.010 - Through streets—Stop required.

Every driver of a vehicle shall stop, unless a yield is permitted by this chapter, before entering an intersection with the following designated through streets:

1. ~~4.~~ A Avenue East from west city limits to east city limits;
2. ~~53.~~ B Avenue East from North Market Street to North Third Street;
3. ~~54.~~ B Avenue East from North Third Street to North Ninth Street;
4. ~~20.~~ B Avenue West from A Street to D Street;
5. ~~19.~~ B Avenue West from D Street to H Street;
6. ~~2.~~ C Avenue East from Market Street to ~~North Ninth Street~~ North Park Avenue;
3. ~~C Avenue East from North Ninth Street to South Park;~~
- ~~22.~~ C Avenue West from D Street to I Street;
7. ~~21.~~ C Avenue West from Market Street to D I Street;
8. C Avenue West from I Street to L Street;
9. ~~46.~~ College Avenue from Market Street to E Street;
10. ~~16.~~ Eleventh Avenue West from South Market Street to the western city limits;
11. ~~32.~~ Eleventh Street from A Avenue to C Avenue;
12. ~~33.~~ Eleventh Street from C Avenue to J Avenue;
13. ~~9.~~ Eleventh Street from south city limits to Seventeenth Avenue;
14. ~~23.~~ F Avenue West from Market Street to D Street;
15. ~~7.~~ Fifteenth Avenue East from South Market Street to South Eleventh Street;
16. ~~6.~~ First Avenue East from South First Street to South Seventh Street;
17. ~~24.~~ G Avenue West from A Street to I Street;
18. ~~4.~~ Glendale Road from Market Street to the east city limits;
19. ~~5.~~ High Avenue East from First Street to Seventh Street;
20. ~~18.~~ High Avenue East from Seventh Street to Eleventh Street;
21. ~~50.~~ High Avenue West from A Street approximately two hundred sixty feet west of Market Street to B D Street;
22. ~~55.~~ High Avenue West from D Street to H L Street;
- ~~56.~~ High Avenue West from H Street to L Street.
23. ~~12.~~ Market Street from south city limits to north city limits;
24. ~~49.~~ Ninth Avenue East from Eleventh Street to Seventeenth Street;
25. ~~47.~~ Ninth Avenue East from Second Street to Seventh Street;
26. ~~48.~~ Ninth Avenue East from Seventh Street to Eleventh Street;
27. ~~35.~~ Ninth Street from Third Avenue to High Avenue;
28. ~~25.~~ North D Street from C Avenue to G Avenue;

Title 10 - VEHICLES AND TRAFFIC

Chapter 10.24 - STOP AND YIELD REQUIREMENTS

- 29.26. North E Street from G Avenue to the north city limits;
- 30.27. North I Street from A Avenue to G M Avenue;
- 31.28. North L Street from A Avenue to D Avenue;
- 32.44. North Ninth Street from A Avenue to C Avenue;
- 33.45. North Ninth Street from C Avenue to J Avenue;
- 34.43. North Third Street from C Avenue to K Avenue;
- 35.37. North Third Street from K Avenue to Glendale Road;
- 36.29. Pella Road from D Avenue to west city limits;
- 37.41. Second Street from Fifteenth Avenue to Sixth Avenue;
- 38.36. Second Street from Sixth Avenue to First Avenue;
- 39.8. Seventeenth Street from the south city limits to A Avenue East;
- 40.40. Seventh Street from Fifteenth Avenue to Ninth Fifth Avenue;
- 41. Seventh Street from A Avenue West to Fifth Avenue East;
- 42.38. Sixth Avenue East from Market Street to South Seventh Street;
- 43.17. Sixth Avenue West from South Market Street to South D Street;
- 44.51. South D Street from High Avenue to Sixth Eleventh Avenue;
- ~~52. South D Street from Sixth Avenue to Eleventh Avenue;~~
- 45.41. South Eleventh Street from Seventeenth Avenue to Third to A Avenue;
- ~~42. South Eleventh Street from Third Avenue to A Avenue;~~
- 46.39. South First Street from Third Avenue East to Sixth Avenue East;
- 47.30. South H Street from High Avenue to Third Eleventh Avenue;
- ~~31. South H Street from Third Avenue to Eleventh Avenue;~~
- 48.43. Third Avenue East from Market Street to Second Street;
- 49.44. Third Avenue East from Second Street to Seventh Street;
- 50.45. Third Avenue East from Seventh Street to Eleventh Street;
- 51.40. Third Avenue East from South Eleventh Street to South Seventeenth Street;
- 52.34. Third Avenue West from D Street to Market Street;

10.48.240 - No parking zones.

No one shall stop, stand or park a vehicle in any specifically designated no parking zones established by ordinance or resolution of the city council, except when necessary to avoid conflict with other traffic or traffic-control signals. The following no parking zones are established:

1. North I on the west side from D Avenue West to M Avenue West;
2. G Avenue West on the south side from North I Street to North D Street;
3. North C Street on the east side from F Avenue West to College Avenue;
4. North D Street on the east side from one-half block south of B Avenue West to G Avenue West;
5. South L Street on both sides from High Avenue to First Avenue;
6. South D Street on both sides from High Avenue to Third Avenue;
7. South D Street on the west side from Third Avenue to Eleventh Avenue;
8. Market Street on the east side from A Avenue to eighty feet south;
9. Sixth Avenue on the north side from Market Street to Seventh Street;
10. South Second on both sides from Sixth Avenue to Ninth Avenue;
11. Ninth Avenue on the north and south sides from Fourth Street to Seventh Street;
12. Fifteenth Avenue on both sides from Market to Eleventh Street;
13. South M Street on the west side from Third Avenue to one hundred fifty feet north of Third Avenue;
14. North K Street on the west side from High Avenue to A Avenue;
15. I Street on the east side from High Avenue to A Avenue;
16. I Street on the west side from Third Avenue to First Avenue;
17. I Street on both sides from sixty feet south of Fifth Avenue to Third Avenue;
18. E Street on the east side from High Avenue to A Avenue;
19. High Avenue on the north side from G Street to H Street;
20. High Avenue on the south side from west city limits to L Street;
21. Second Avenue on the north side from D Street to sixty feet east of B Street;
22. Second Avenue on the south side from A Street to eighty feet east of A Street;
- ~~23. Fifth Avenue on the south side from C Street to B Street;~~
23. 24. Ninth Avenue on the north side from Seventh Street to Seventh Avenue;
24. 25. Tenth Avenue on the north side from Seventh Street to sixty feet east of Seventh Street;
25. 26. Thirteenth Avenue on the north side from two hundred feet west of Seventh to Seventh;
26. 27. Seventh Avenue on the north side from two hundred feet west of Eleventh to Eleventh Street;
27. 28. Seventh Avenue on the south side from Ninth Street to Eleventh Street;
28. 29. Second Avenue on the south side from Market Street to sixty feet west of First Street;
29. 30. Rock Island Avenue on the north side from Market Street to First Street;

- 30. ~~31.~~ Fourth Street on the west side from High Avenue to A Avenue except from nine a.m. to one p.m. on Sundays;
- 31. ~~32.~~ Sixth Street on the east side from sixty feet south of Eighth Avenue to Seventh Avenue;
- 32. ~~33.~~ Eighth Avenue on both sides from Fourth Street to Fifth Street;
- 33. ~~34.~~ Fifth Street on the west side from Fifteenth Avenue to dead end;
- 34. ~~35.~~ Seventh Street on the east side of Fifteenth Avenue to Thirteenth Avenue;
- 35. ~~36.~~ Seventh Street on the west side from ~~two hundred feet south of C. & N. W. R. R.~~ to Tenth Avenue to 465 feet south of Tenth Avenue;
- 36. ~~37.~~ Seventh Street on the east side from 250 feet south of Tenth Avenue ~~C. & N. W. R. R.~~ to First Avenue;
- 37. ~~38.~~ Ninth Street on the west side from Fifth Avenue to Fourth Avenue;
- 38. ~~39.~~ South Eleventh Street on both sides from Ninth Avenue to Fifteenth Avenue;
- 39. ~~40.~~ Green Street on the east side from H Avenue to L Avenue;
- 40. ~~41.~~ D Avenue on the south side from I Street to four hundred feet west of I Street;
- 41. ~~42.~~ College Avenue on the north side from Penn Boulevard to C Street;
- 42. ~~43.~~ College Avenue on the south side from B Street to Market Street;
- 43. ~~44.~~ Gurney Street on the east side from College Avenue to K Avenue;
- 44. ~~45.~~ K Avenue on the south side from Gurney Street to Market Street;
- 45. ~~46.~~ F Avenue on the south side from A Street to Market Street;
- 46. ~~47.~~ K Street on the west side from A Avenue to B Avenue;
- 47. ~~48.~~ C Avenue on the north side from Market Street to Eighth Street;
- 48. ~~49.~~ Peasley Avenue on the south side from sixty feet west of Third Street to Third Street;
- 49. ~~50.~~ Ninth Street on the west side from C Avenue to J Avenue;
- 50. ~~51.~~ Seventh Street on the east side from C Avenue to one hundred feet north of C Avenue;
- 51. ~~52.~~ Third Avenue on the north side from Market Street to D Street;
- 52. ~~53.~~ North Second on the west side from A Avenue East to C Avenue East;
- 53. ~~54.~~ South Third Street on the east side from High Avenue to First Avenue except on Sundays and holidays;
- 54. ~~55.~~ North Third Street on the west side from A Avenue East to K Avenue East;
- 55. ~~56.~~ B Avenue East on the north side from First Street to Second Street;
- 56. ~~57.~~ H Avenue East on the north side from Market Street to North First Street;
- 58. ~~H Avenue East on both sides from North First Street to North Third Street;~~
- 57. ~~59.~~ Eleventh Street on both sides from C Avenue East to A Avenue;
- 58. ~~60.~~ First Avenue East on the south side from South Seventh to Eleventh Street;
- 59. ~~61.~~ Third Avenue East on the south side from South Market to South First;
- 60. ~~62.~~ Sixth Avenue West on both sides from South market to South D Street;
- 61. ~~63.~~ South Market on both sides from Fifteenth Avenue to Second Avenue;
- 62. ~~64.~~ North Market on both sides from A Avenue to Sheriff Avenue;

63. 65. A Avenue on both sides from west city limits to east city limits;
64. 66. North Third Street on the west side from K Avenue to the north city limits;
65. 67. H Street on the west side from G Avenue to M Avenue;
66. 68. B Street on the west side from A Avenue to B Avenue;
69. ~~B Street on the east side from two hundred feet north of D Avenue to F Avenue;~~
67. 70. A Street on the west side from B Avenue to one hundred fifty feet south of B Avenue;
68. 71. B Avenue on the south side from Market Street to First Street;
72. ~~B Avenue on the north side from Sixth Street to Eight Street;~~
69. 73. C Avenue on the south side from Eleventh Street to four hundred feet west of South Park;
70. 74. C Avenue on the south side from Tenth Street to Eleventh Street;
71. 75. M Avenue on the south side form North I Street to North Green Street;
72. 76. North Market Street on the west side from High Avenue to twenty-two feet north;
73. 77. South Market Street on the east side from First Avenue to forty-eight feet south of First Avenue;
74. 78. High Avenue West on the north side from Market Street to thirty feet west;
75. 79. High Avenue East on the south side from Market Street to thirty feet east;
76. 80. High Avenue East on the north side from Market Street to forty feet east;
77. 81. First Avenue West on the south side from Market Street to sixty feet west;
78. 82. First Avenue West on the north side from Market Street to thirty feet west;
79. 83. First Avenue East on the south side from Market Street to thirty feet east;
80. 84. First Avenue East on the north side from Market Street to forty feet east;
81. 85. South Fourth Street on both sides from Eighth Avenue to two hundred feet north;
82. 86. Santa Clara Street on the west side from the Pella Road northward five hundred feet;
83. 87. North Eleventh Street on the east side form C Avenue East to J Avenue East;
84. 88. G Avenue West on the north side from two hundred sixty feet west of North E Street to three hundred sixty feet west of North E Street;
85. 89. Third Avenue West on the north and south sides from Market Street to a point eighty feet west;
86. 90. Third Avenue East on the north and south sides from eighty feet west of South Seventh Street to eighty feet east of South Seventh Street;
87. 91. The east side of the 100 Block of North Third Street from a point sixty-five feet south of A Avenue East to A Avenue East;
88. 92. The east side of the 200 Block of North Third Street from a point sixty-five feet north of A Avenue East to A Avenue East;
89. 93. The west side of the 100 Block of North Market Street from a point forty-five feet south of A Avenue to A Avenue;
90. 94. On either side of High Avenue West from L Street to the west city limits;
91. 95. E Avenue East on the north side from North Eleventh Street to North Twelfth Street;
92. 96. High Avenue West on the south side between points twenty feet east and twenty feet west of a driveway located four hundred ninety feet west of D Street;

93. ~~97.~~ B Avenue on the south side from Market Street to I Street except on Sundays and holidays from Market Street to B Street;
94. ~~98.~~ South Third Street on the east side from First Avenue to Sixth Avenue except on Sundays and holidays from First Avenue to Second Avenue;
95. ~~99.~~ C Avenue West on the north side from Market Street to I Street;
96. ~~100.~~ B Avenue East on the north side from Market Street to the alley east of Market Street;
97. ~~101.~~ South Second Street on the east side from Second Avenue to Sixth Avenue;
98. ~~102.~~ Third Avenue East on both sides from Seventh to Eleventh Streets;
99. ~~103.~~ C Avenue West on both sides from I to L Streets;
100. ~~104.~~ Second Avenue West on the south side from B Street to eighty feet east of B Street;
101. ~~105.~~ Third Avenue on the north side from A Street to Seventh Street;
102. ~~106.~~ Third Avenue on the north side from Eleventh Street to Hope Street;
103. ~~107.~~ Seventh Street on the east side from A Avenue to High Avenue;
104. ~~108.~~ North L Street on both sides from High Avenue to A Avenue;
105. ~~109.~~ South C Street on both sides from First Avenue to High Avenue;
- ~~110. 110. North B Street on both sides from High Avenue to A Avenue;~~
106. ~~111.~~ High Avenue West on both sides from two hundred sixty feet west of Market Street to D Street;
107. ~~112.~~ Eleventh Avenue West on both sides from Market Street to M Street;
108. ~~113.~~ North Third Street on the east side from one hundred feet north of Peasley Avenue to seven hundred twenty feet north of Peasley Avenue;
109. ~~114.~~ South D Street on the east side from one hundred feet north of Eighth Avenue to one hundred feet south of Eighth Avenue;
110. ~~115.~~ North B Street on the east side from A Avenue to one hundred feet north of A Avenue on Monday through Saturday from nine a.m. to four p.m.;
111. ~~116.~~ South A Street on the west side from one hundred thirty-six feet south at Second Avenue to Third Avenue;
112. ~~117.~~ North Third Street on the east side forty feet either side of E Avenue East;
113. ~~118.~~ Ninth Avenue East on both sides from Market Street to First Street;
114. ~~119.~~ Seventeenth Street on both sides from A Avenue to three hundred feet south of Ninth Avenue;
115. ~~120.~~ North First Street on the west side from B Avenue to K Avenue;
116. ~~121.~~ South Eighteenth Street on the west side from Ninth Avenue to the Burlington Road;
117. ~~122.~~ Ninth Avenue East on the south side from Second Street to Fourth Street;
118. ~~123.~~ North Fifth Street on the west side from B Avenue to E Avenue;
119. ~~124.~~ Sixth Avenue West on the north side from D Street to H Street;
120. ~~125.~~ H Street on the east side from A Avenue to Sixth Avenue;
121. ~~126.~~ Twelfth Street on the west side from E Avenue to F Avenue;
122. ~~127.~~ Fourth Street on the west side from A Avenue to B Avenue;

123. 428. M Street on the west side from Third Avenue to Ninth Avenue and also on the east side from Third Avenue to six hundred feet south of Third Avenue;
124. 429. South F Street on the west side from the Edmundson Park swimming pool entrance to the south city limits, a distance of approximately seven hundred fifty feet;
125. 430. South F Street on the east side from the Edmundson Park swimming pool entrance to the south city limits, a distance of approximately one hundred feet;
126. 431. North Third Street on the east side from Sheriff Avenue to Glendale Road;
127. 432. Sheriff Avenue on the north side from Third Street to Kemble Street;
128. 433. Eleventh Street on both sides from A Avenue to Ninth Avenue;
129. 434. South First Street on the west side from sixty feet north of the centerline of Second Avenue to one hundred thirty-three feet north of the centerline of Second Avenue;
130. 435. Fourth Street on the east side from two hundred feet south of Eight Avenue to Ninth Avenue;
131. 436. Fourth Street on the west side from Eighth Avenue to Ninth Avenue;
132. 437. South Third Street on the east side from Sixth Avenue to the south side of Rock Island Avenue;
133. 438. Rock Island Avenue on the south side from a point one hundred twenty feet east of South Second Street east to the dead end;
134. 439. Orchard Avenue on the south side from Green Street to the roundabout;
135. 440. Orchard Avenue on the north side from Santa Clara Street to the roundabout;
136. 441. High Avenue West on the north side from H Street to L Street;
137. 442. North Third Street on the east side from a point two hundred and fifteen feet north of C Avenue to a point three hundred and twenty-five feet north of C Avenue;
138. 443. Fox Run Drive on both sides from Seventh Street to four hundred fifty feet southwesterly of Seventh Street;
139. 444. North Third Street on the east side from C Avenue to a point fifty feet north of C Avenue.
140. 445. North side of B Avenue West at the following locations:
1. Fifty feet at westbound approach leg of B Ave West and North G Street intersection.
 2. Ten feet on both sides of north-south alley and driveway adjacent to 711 B Ave West.
141. 446. From 8:00 a.m. to 3:30 p.m. along the east side of Gurney Street from Trueblood Avenue to Rosenberger Avenue.
142. 447. Along both sides of North Green Street from M Avenue West to two thousand nine hundred and fifty feet north of M Avenue West.
143. 448. Along the north side of E Avenue East from North 3rd Street to North 4th Street.
144. 449. Along the east side of North 12th Street between E Avenue East and F Avenue East.
145. 450. Fifty feet north and south of Third Avenue West on the east side of South M Street.
146. 451. Fifty feet east and west of H Street on the south side of High Avenue West.
147. 452. Fifty feet north and south of Third Avenue West on the west side of South H Street.
148. 453. Fifty feet north and south of G Avenue West on the east side of North I Street.
149. 454. Fifty feet east and west of North D Street on the south side of C Avenue West.
150. 455. Fifty feet north and south of B Avenue West on the west side of North D Street.

- 151. ~~456~~. Fifty feet north and south of Sixth Avenue West on the east side of South D Street.
- 152. ~~457~~. Fifty feet north and south of B Avenue East on the east side of North Third Street.
- 153. ~~458~~. Fifty feet east and west of North Ninth Street on both sides of C Avenue East.
- 154. ~~459~~. Fifty feet north and south of Ninth Avenue East on the west side of South Seventh Street.
- 155. ~~460~~. Fifty feet north and south of Third Avenue East on the west side of South Seventh Street.

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: David Dixon,
City Attorney

ITEM TITLE:

Consider an ordinance amending the City Code of the City of Oskaloosa, Iowa by deleting Oskaloosa city ordinance No. 736 and No. 741. (1st reading)

EXPLANATION:

City staff has requested a revision to city ordinances to delete Ordinances 741 and 736 relative to gifts to city employees, officials or family members and the reporting thereof, as part of a planned revision of city ordinances relative to these matters. It is intended that the current ordinances be deleted, and that new ordinances be prepared to address the circumstance. These revisions are necessary so that intended revisions to the City Employee Handbook may be made and updated.

Recommended Action: Adoption of an ordinance deleting current Oskaloosa City Ordinances No. 736 and No. 741 relative to gifts to city employees, officials or family members - 1st reading.

BUDGET CONSIDERATION:

None.

ATTACHMENTS: Ordinances.

ORDINANCE NO. _____

AN ORDINANCE DELETING OSKALOOSA CITY ORDINANCES 736 AND 741 FROM THE OSKALOOSA CITY CODE.

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

SECTION 1. Oskaloosa City Ordinances 736 and 741 are hereby deleted and abrogated.

SECTION 2. WHEN EFFECTIVE. This amendment to the ordinance shall be in effect from and after its final passage, approval, and publication by law.

Passed by the Council the _____ day of _____
_____ 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

ORDINANCE NO. 736

AN ORDINANCE TO REQUIRE THE REPORTING OF THINGS OF VALUE GIVEN TO AND RECEIVED BY CITY OFFICIALS, EMPLOYEES, AND THEIR FAMILY MEMBERS AND BUSINESSES.

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

The Oskaloosa Municipal Code is amended by adding the following new chapter to read as follows:

THE GIVING AND REPORTING OF GIFTS

SECTION 1. DONEE REPORTING OF GIFTS: An elected or appointed official or employee of this city, or the spouse, or minor child of an elected or appointed official or employee of this city, or firm of which the elected or appointed official or the employee of this city holds ten percent or more of the stock either directly or indirectly, shall disclose in writing on a report form developed by the Secretary of State, the nature, date, and the name of the donor, and the name of such person as donee to which a gift or gifts were made where the gift or gifts exceed fifteen dollars in cumulative value in any one calendar day. However, the donee need not report food and beverage provided for immediate consumption in the presence of the donor.

By the fifteenth day of the month following the month in which the gift has been received, a copy of the report disclosing the gift or gifts shall be filed in the office of the county auditor of the county or counties in which the city is located.

SECTION 2. DONOR REPORTING OF GIFTS: A donor of a gift to an elected or appointed official or to an employee of the city, or to the spouse, or to minor child of an elected or appointed official or employee of this city, or to a firm of which the elected or appointed official or the employee of the city is a partner, or to a corporation of which the elected or appointed official or the employee of the city holds ten percent or more of the stock either directly or indirectly, shall disclose in writing on the form developed by the Secretary of State, the nature, amount, date, and name of the donor and the name of the donee of a gift or gifts made by the donor which gift or gifts exceeds fifteen dollars in cumulative value in any one calendar day. However, the donor need not report food and beverage provided for immediate consumption in the presence of the donor.

By the fifteenth day of the month following the month in which the gift was received, a copy of the report disclosing the gift or gifts shall be filed by the donor, with the county auditor of the county or counties in which the donee's city is located.

SECTION 3. DEFINITION OF GIFT: For purpose of this ordinance "gift" is defined as follows:

1. "Gift" means a rendering of money, property, services, granting a discount, loan forgiveness, payment of indebtedness, or anything else of value in return for which legal consideration of equal or greater value is not given and received, if the donor is in any of the following categories:

a. Is doing or seeking to do business of any kind with the City of Oskaloosa. For purposes of this ordinance, "doing business with the city" means being a party to any one or any combination of sales, purchases, leases, or contracts to, from, or with the city.

b. Is engaged in activities which are regulated or controlled by the City of Oskaloosa.

c. Has interests which may be substantially and materially affected by the performance or nonperformance of the donee's official duty.

d. Is a lobbyist with respect to matters within the donee's jurisdiction.

2. However, "gift" does not mean any of the following:

a. Campaign contributions.

b. Informational material relevant to a public servant's official functions, such as books, pamphlets, reports, documents, or periodicals, and registration fees or tuition not including travel or lodging, for not more than three days, at seminars or other public meetings conducted in this state, at which the public servant receives information relevant to the public servant's official functions. Information or participation received under the exclusion of this paragraph may be applied to satisfy a continuing education requirement of the donee's regulated occupation or profession if the donee pays any registration costs exceeding thirty-five dollars.

c. Anything received from a person related within the fourth degree by kinship or marriage, unless the donor is acting as a agent or intermediary for another person not so related.

d. Any inheritance.

e. Anything available to or distributed to the public generally without regard to official status of the recipient.

f. Food, beverages, registration, and scheduled entertainment at group events to which all members of either house or both houses of the General Assembly are invited.

"Member of the General Assembly" means an individual duly elected to the Senate or House of Representatives of the State of Iowa.

g. Actual expenses for food, beverages, travel, lodging, registration, and scheduled entertainment of the donee for a meeting, which is given in return for participation in a panel or speaking engagement at the meeting.

h. Plaques or items of negligible resale value given as recognition for public services.

3. The value of the gift is determined as follows:

a. An individual making a gift on behalf of more than one person shall not divide the value of the gift by the number of persons on whose behalf the gift is made.

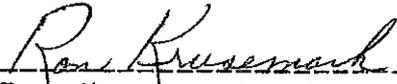
b. The value of a gift to the donee is the value actually received.

c. For the purposes of the reporting requirements of this ordinance, a donor of a gift made by more than one individual to one or more donees, shall report the gift if the total value of the gift to the donee exceeds fifteen dollars.

SECTION 4. FILING WITH COUNTY. The City Clerk shall file a copy of this ordinance with the county auditor of the county (or counties) in which this city is located, within fifteen days of passage of this ordinance.

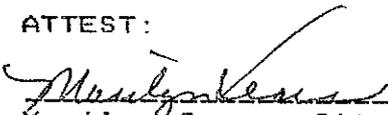
SECTION 5. This ordinance shall be in effect after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED this 17th day of August, 1987.



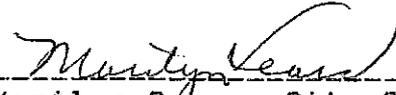
Ron Krusemark, Mayor

ATTEST:



Marilyn Sears, City Clerk

I certify that the foregoing was published as Ordinance No. 736 on the 26th day of August, 1987.



Marilyn Sears, City Clerk

ORDINANCE NO. 741

AN ORDINANCE AMENDING THE CITY CODE OF OSKALOOSA, IOWA, BY ADDING A PROVISION TO THE CHAPTER ON GIFTS CONCERNING REPORTING BY A DONOR WHERE A CITY OFFICIAL OR EMPLOYEE HAS BEEN INVITED TO A GROUP EVENT AT WHICH FOOD AND OTHER THINGS OF VALUE ARE PROVIDED BY THE DONOR OR DONORS

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

Section 1. The Oskaloosa Municipal Code is amended by adding a new section 2.38.040 to read as follows:

(4) REPORTING FOR GROUP EVENTS. Expenses for food, beverages, registration and scheduled entertainment at group events to which all members of either house or both houses of the general assembly have been invited, and where an elected or appointed official or employee of this city has been invited, shall be reported by the donor for each such event. The donor shall report the date, location, and total expense incurred by the donor or donors. By the fifteenth day of the month following the month in which the group event occurred, a copy of the report shall be filed by the donor with the county auditor of the county or counties in which the city of the invited city official or employee is located.

Section 2. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED by Council on the 16th day of November, 1987, and approved this 16th day of November, 1987.

Ron Krusemark

 Ron Krusemark, Mayor

ATTEST:

Barbara Willoughby

 Barbara Willoughby, Deputy City Clerk

I certify that the foregoing was published as Ordinance No. 741 on the 24th day of November, 1987

Barbara Willoughby

 Barbara Willoughby, Deputy City Clerk

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: CITY MANAGER'S OFFICE

ITEM TITLE:

Consider a resolution approving a purchase agreement for real estate located at 204 North C Street.

EXPLANATION:

The city council approved funding in the FY2013 budget specifically for the purpose of addressing housing and economic redevelopment. One component of addressing this priority issue was directing staff to acquire properties along the city's main corridors, A Avenue and Market Street that are either impeding economic development or contributing to blight.

Staff has identified 204 North C Street (C Street and A Avenue) as a property along the city's main corridor to acquire and subsequently demolish. A purchase agreement in the amount of \$59,500 has been tentatively reached by the parties, however city council approval is required to finalize the transaction. The property was listed for \$62,500 and is assessed by Mahaska County at \$59,500.

If the property is acquired, approximately \$1,010 in property taxes revenue will be removed from the tax roll. The city's share of property taxes received from the parcel equates to approximately \$370.

BUDGET CONSIDERATION:

The FY2013 amended budget includes approximately \$150,000 set aside in the General Fund for the purposes of acquiring and demolishing properties outlined in the program. With this action, the city council is authorizing the city manager to continue with the plan of property acquisition, demolition and redevelopment with these funds.

ATTACHMENTS:

Resolution
Tentative purchase agreement
Property information

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PURCHASE AGREEMENT FOR REAL
ESTATE LOCATED AT 204 NORTH C STREET**

WHEREAS, the city council approved funding in the FY2013 budget specifically for the purpose of addressing housing and economic redevelopment; and

WHEREAS, one component of addressing this priority issue was directing staff to acquire properties along the city's main corridors, A Avenue and Market Street that are either impeding economic development or contributing to blight in key parts of the city; and

WHEREAS, staff has identified 204 North C Street as a property along the city's main corridor to acquire and subsequently demolish; and

WHEREAS, a purchase agreement in the amount of \$59,500 has been tentatively reached by the parties, however city council approval is required to finalize the transaction.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa that aforementioned purchase agreement is approved and the Mayor and City Clerk are hereby authorized and directed to execute the agreement on behalf of the city, issue payment for recordation of the transaction as well as issue payment to Mark A. Ford or Hawkeye Real Estate Trust Account.

Passed and approved this 6th day of May, 2013.

David Krutzfeldt, Mayor

Attest:

Amy Miller, City Clerk



OFFER FOR REAL ESTATE (Including Acceptance, Counter, or Rejection)



TIME a.m. p.m. 4/30/2013
DATE OF OFFER

OFFICE USE ONLY:
OFFER ACCEPTED _____

Check all boxes that apply.

I. DISCLOSURE CONFIRMATIONS.

A. AGENCY. Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

Buyer's Brokerage Hawkeye Real Estate Seller's Brokerage _____
Dual Agent/Brokerage _____

B. SELLER PROPERTY DISCLOSURE. If this offer is for 1 to 4 unit residential property, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Seller accepting an offer, or counter-offering to Buyer. By signing below, Buyer confirms Buyer (has) (will promptly) received and read Seller's property disclosure statement. If Seller is exempt from providing disclosure under the Code of Iowa, check here .

C. LEAD-BASED PAINT. If this offer is for a residential property built prior to 1978, Seller or Seller's Agent must provide Buyer with: (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer (has) (has not) received and read the above described documents. In the event that Seller is exempt from providing documents under EPA regulations, check here .

D. REQUEST TO COMPLETE FORM DOCUMENTS AND REALTOR® PERMISSION TO CALL. Buyer and Seller request that Broker(s) select and complete documents allowed by law, and authorize REALTOR®/Broker(s) to call, fax, and email residence.

1. <u>[Signature]</u> BUYER	DATE <u>4/30/13</u>	1. _____ SELLER	DATE _____
2. _____ BUYER	DATE _____	2. _____ SELLER	DATE _____

II. OFFER TO: Mark A. Ford (herein designated as Seller).
The undersigned City of Oskaloosa (herein designated as Buyer)
hereby offer to buy the real property situated in Madaska County, Iowa. Located at and briefly described as:
204 North C, Oskaloosa, Iowa,
and legally described as: Correct legal will come off Abstract

hereinafter designated as "Property," together with any easements and servient estates appurtenant thereto and subject to zoning restrictions, restrictive covenants, easements, and mineral reservation, if any, and agrees to pay you for such property the sum of \$ 59,500.00
AS FOLLOWS: \$ -0- earnest money to be held in trust by 1
 Seller's) Buyer's) both Seller's and Buyer's) Agent, hereinafter referred to as "Broker" or "Agent," pending delivery of final papers and the balance upon delivery of warranty deed or upon execution of a real estate contract as hereinafter provided. The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller or vendor. The term "Buyer" shall include buyer or vendee. The terms "sell" and "sale" shall include sale, lease, rent, exchange or option.

Check the appropriate boxes. (A) or (B) or (C) or (D) and if applicable (E)

(A) CASH to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has the right to receive immediate verification of funds

(B) NEW MORTGAGE: This contract is contingent upon Buyer obtaining a bona fide/firm commitment for a

- Conventional
- ARM
- FHA
- RECD
- VA (In the event of FHA or VA financing, see Addendum – Offer for Real Estate attached hereto and by this reference made a part of this contract.)
- Other _____

Mortgage for not more than _____ % of the purchase price not to exceed _____ % interest rate no later than _____, 20____.

All usual costs incurred in securing such mortgage shall be paid by the _____.

Buyers [Signature] and Sellers _____ acknowledge that they have read this page

Seller Buyer agrees to pay the loan placement or origination fee, or loan closing costs if required, not to exceed _____ % of the mortgage. (Closing costs may include: loan origination fee, discount points, pre-paid, attorney fees, recording fees, etc.) The balance of the purchase price less the proceeds of such mortgage shall be paid by Buyer in cash.
FINANCING COMMITMENT. Buyer agrees to make loan application (if applicable) immediately, or within _____ calendar days, and use Buyer's best good faith effort to obtain a financing commitment. If Buyer has timely made the application as set out herein and a loan commitment (with all lender contingencies met) cannot be obtained by Buyer, this agreement shall be null and void and all earnest money shall be returned to Buyer. If Buyer does not make timely delivery of said commitment, as stated, then Seller may terminate this Offer by written notice of termination to Buyer. Buyer shall immediately confirm insurability of Property.

Financing Contingencies Options: (Check all that apply):

- Buyer's delivery of a copy of a written loan commitment to the Seller (even if the commitment is subject to conditions specified by the lender, such as appraisal) shall satisfy the Buyer's financing contingency, and the financing contingency shall be considered removed from this Purchase Contract as of the date of delivery.
- Both parties will await appraisal. Appraisal must be completed by this date: _____
- Awaiting other mutually agreed financing terms which shall be in writing.

(C) **ASSUMPTION OF MORTGAGE OR CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

(D) **INSTALLMENT CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

(E) **OTHER TERMS/CONTINGENCIES (i.e. any subject to sale, subject to Buyers on possession are permitted to utilize the real estate for a specific purpose, etc.):**

This agreement is subject to the approval of the Oskaloosa City Council, which will be the evening of May 6-2013. In the event approval is not obtained, this agreement will be Null + Void

This agreement is also subject to the following terms and conditions:

1. **TRUST PAYMENTS.** All funds deposited as part payments shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to creditors.

If agreed to by the broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller.

2. **REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES.**

- a. All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years.
- b. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value for the tax period to date of possession shown on the assessors records, less tax abatement, if any. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see "Addendum – Offer for Real Estate" attached and made a part of this contract.

Caution: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$ _____ estimated annual tax.

- c. All special assessments spread on the Treasurer's Books at the time of the closing of this offer are to be paid by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to Seller's possession are to be paid by Seller. All liens caused by Seller(s) ownership, such as mechanics liens, mowing, snow removal, etc. are to be paid by Seller.
- d. All subsequent taxes and special assessments are to be paid by Buyer.
- e. Other mutually agreed upon terms – use Addendum

Buyer's  and Sellers _____, _____ acknowledge that they have read this page.

3. **CLOSING AND POSSESSION.** Closing shall be on or before 5:00 a.m. or p.m. May 31, 2013 and be made upon delivery of an instrument of title, but not later than date of possession, unless an interim occupancy agreement is entered into between the parties. Closing to be under the supervision of Seller's Agent, Connie Burke. Possession to be given 5:00 a.m. or p.m. SAME, 2013, and adjustment of interest, taxes, insurance and rents to be made on this date. All property, including keys, alarms, and garage door openers shall be delivered to Buyer at possession. Buyer's Agent is Connie Burke.

4. **INSURANCE.** Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever first occurs. Seller agrees to maintain existing insurance, and Buyer shall immediately confirm insurability of Property and may also purchase insurance. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.

5. **FLOOD HAZARD ZONE.** Buyer has been advised that the property (is) (is not) (may be) in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. For further information, Buyer should consult a lender and insurance carrier.

6. **INCLUDED PERSONAL PROPERTY (if any).** All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors, shelving, shades, rods, blinds, awnings, shutters, storm windows, storm doors, screens, plumbing fixtures, automatic heating equipment, air conditioning equipment (except window), door chimes, alarm devices, built-in items and electrical service cable/fencing, garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment, fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, appurtenant structures or equipment, storage buildings, and rural water membership shall be considered a part of real estate and included in this sale.

Please specifically list items - such as: appliances, stove, oven refrigerator, ice maker, dishwasher, washer, dryer, microwave, home theater equipment, etc. - as included or excluded.

OTHER INCLUDED ITEMS: _____

EXCLUDED PROPERTY AND RENTAL ITEMS (i.e. water softener, LP or other gas tank): _____

7. **PERSONAL PROPERTY AND DEBRIS.** Seller agrees to remove all debris and all personal property not included herein from the property by possession date unless there is a prior written agreement by the parties.

8. DUTIES OF PARTIES:

a. Seller and Buyer acknowledge and agree that REALTOR®/Broker(s), its affiliated licensees and employees: (1) must respond to all questions of the parties, however they are not required to discover hidden defects or give advice on matters outside the scope of their real estate license; (2) make no, and Seller and Buyer are not relying upon, representations or warranties as to the physical or mechanical condition of the property, its size, value, future value, income potential, whether the basement is waterproof, etc.; (3) are not qualified to advise on questions concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document or transaction. For such matters, Seller and Buyer are advised to consult the appropriate professional(s).

b. Seller and Buyer acknowledge that the Seller of real property has a legal duty to disclose in good faith MATERIAL ADVERSE FACTS and MATERIAL DEFECTS of which Seller has actual knowledge and which a reasonable inspection by Buyer would not reveal. Buyer has the right to obtain inspections, survey and measurements at Buyer's expense. Buyer shall immediately confirm insurability of Property. Buyer is advised to request that special provisions be written into this contract prior to signing, to cover any and all conditions which Buyer might consider to be questionable or problematical (whether such be inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning, boundaries, utility connections, or any other matters).

c. By acceptance of the Offer, the Seller warrants and represents: That Seller has no notice or knowledge of any planned public improvement which may result in special assessments or other liens, that no government agency has served any notice requiring repair, alterations or corrections of any existing conditions. This representation of Seller shall survive the closing of this transaction.

Buyers  and Sellers _____, _____ acknowledge that they have read this page.

9. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE** If Seller, immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of Seller, then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller. This paragraph assists in determining how the proceeds will be distributed to the Seller(s).
10. **CONDITION OF PROPERTY.**
- a. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever takes place first, ordinary wear and tear excepted. Buyer shall be permitted to make a walk through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of property.
- b. **Buyer is advised to have property inspected by professional inspector(s).** If improvements on the property have been previously occupied, Buyer may choose one of the following alternatives relative to the condition and quality of the property:
- i. Within _____ calendar days after the final acceptance date Buyer may, at Buyer's sole expense, have the property inspected by a qualified person or persons of Buyer's choice to determine if there are any structural, mechanical, plumbing, electrical, or environmental deficiencies. Within this same period, Buyer shall notify Seller in writing of any such deficiency. Failure to do so shall be deemed a waiver of Buyer's inspection and repair rights and Buyer agrees to accept the property in its present condition. In the event of any claim or demand by Buyer as a result of inspections, Seller shall within 72 hours of notification declare and commence one of the following options: (1) making said items operational or functional or otherwise curing the deficiency, or (2) amending this agreement by giving Buyer a credit for the cost of curing the deficiency, or (3) canceling this agreement and refunding Buyer's earnest money deposit or any sums paid directly to Seller. If Seller does not promptly cure all such deficiencies in a manner mutually agreeable and confirmed by written addendum, signed by the parties (either pursuant to parenthetical 1 or 2 above), then buyer may declare this offer null and void and shall have the right to all payments returned.
- ii. Buyer has verified any information that is important to Buyer by an independent investigation and/or independent inspector. Further, Buyer acknowledges that Buyer has made a careful and satisfactory inspection of the property and is purchasing the property in its existing condition.
- iii. Seller has offered Property in its "As-is" condition and Buyer accepts Property in its "As-is" condition. Even if inspection is conducted, Seller shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.
- c. If acceptance is made by Buyer after inspection under b(i) above, or if no inspection is made, or if offered and sold "As-is", Buyer hereby agrees that by delivery of deed, Buyer accepts property in its "As Is" condition at time of settlement, without warranties or guarantees of any kind by Seller or Broker(s) or employees of either concerning the working condition of systems or appliances, or condition or value of the property and waives Buyer's right to object to its condition or assert any claim related to the property at any time in the future. This provision shall survive delivery of deed to Buyer.
- d. **New Construction** : If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within _____ calendar days of final acceptance of this Agreement. This offer to buy is not a construction contract. The contract for construction will be a separate agreement between the Contractor and Buyer which will set forth all of the terms, conditions and specifications of the property to be constructed. **Broker(s) and employees make no warranties as to the quality of construction or materials or any warranty of habitability.**
11. **WOOD PEST INSPECTION.** Buyer may request a pest control inspection by a licensed pest inspector within 7 calendar days after acceptance of this Offer, which shall be done at Seller's or Buyer's expense except as otherwise agreed in writing (if not marked Buyer assumes expense). Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at Seller's option, and shall include all treatment and repair reasonably required by Buyer. Buyer agrees to accept treated and repaired property; or prior to the commencement of treatment and repairs, shall have the option of declaring this agreement null and void and be entitled to full return of the earnest money. If Property is sold in its "As-is" condition, this wood pest inspection paragraph is not applicable to this Offer for Real Estate. This provision does not apply to fences, trees, shrubs, or outbuildings other than garages.
12. **SURVEY.** Buyer may, prior to closing, have the property surveyed at Buyer's expense. If Buyers elects to have the survey made, Buyer will have the survey completed at least three (3) business days prior to the scheduled closing. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect.

Buyers  and Sellers _____, _____ acknowledge that they have read this page.

13. **REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE - REAL ESTATE COMMISSIONS.**
 - a. If Seller fails to fulfill this agreement, Buyer shall have the right to have all payments returned or to proceed by an action or actions at law or in equity.
 - b. If Buyer fails to fulfill this agreement, all payments by Buyer may be forfeited and retained by Seller as provided in the Iowa Law.
 - c. In addition to the foregoing remedies, Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

14. **COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.

15. **ABSTRACT AND TITLE.** Seller shall promptly provide, at Seller's expense, an abstract of title, continued to and including date of acceptance of this Agreement. Such abstract shall be delivered to an attorney selected by the Buyer or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the laws of the State of Iowa and, if applicable, the title policy. Buyer(s) are encouraged to investigate/request an owner's policy of title insurance for their benefit. Seller may await reasonable assurance that Buyer is fully approved by lender or that Buyer will in Seller's judgment proceed with the transaction before updating abstract.

16. **DEED.** Upon payment of purchase price, Seller shall convey title by general warranty deed, if not general then _____ deed, free and clear of liens and encumbrances, or future mechanics liens or encumbrances due to the responsibility and possession of the Seller(s), reservations, exceptions or modifications except as the instrument otherwise expressly provides. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

17. **GENERAL PROVISIONS.** In the performance of each part of this agreement, time shall be of the essence. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

18. **NOTICE.** Any notice required under this Agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt or to give any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

19. **ENTIRE AGREEMENT.** This document contains the entire agreement of the parties and supersedes all prior Offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.

20. **MEDIATION.** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.

21. **OTHER PROVISIONS.** All other provisions, if any, shall be by addendum or amendment to this Agreement.

22. **INDEMNITY:** If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party originally legally liable.

23. **ACCEPTANCE.** When accepted, this offer shall become a binding contract for the sale and purchase of the above described property and the professional service fee(s) shall be due to the Agent(s) in accordance with the Exclusive Listing Agreement, Buyer Agency Agreement or other written commission agreement, between either party and their Agent(s). This Offer shall not negate or change any of the conditions or terms of said Agreement(s), which, by this reference shall remain in full force and effect through the closing. If this offer is not accepted by Seller on or before _____ a.m. or p.m. _____, 20__ shall become null and void and the initial payment shall be repaid to Buyer without liability on the part of said Agent(s) to either party.

Buyers  and Sellers _____, acknowledge that they have read this page.

THIS IS A LEGALLY BINDING CONTRACT.

If not understood, consult with the lawyer of your choice.

RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY THE PARTIES HERETO.

<i>City of Oklahoma City</i> SIGNATURE OF BUYER	SIGNATURE OF BUYER
PRINTED LEGAL NAME	PRINTED LEGAL NAME
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
PHONE	PHONE
BUYER TAXPAYER IDENTIFICATION NUMBER	BUYER TAXPAYER IDENTIFICATION NUMBER
<i>David D. Dixon.</i> BUYER ATTORNEY	BUYER EMAIL

Seller hereby (accepts) (counters) the above offer at _____ a.m. or p.m., 20____.
 (See attached counter offer) or (Seller has made a counter offer by changing and initialing terms herein. This counter offer shall become null and void unless accepted by Buyer initialing said terms on or before _____ a.m. or p.m., 20____). Seller reserves the right to withdraw this counteroffer by notifying Buyer of withdrawal prior to Buyer acceptance of this counteroffer. Seller may accept other offers only after withdrawing this counteroffer, without liability on the part of the Agent's involved. Seller's Broker shall take backup offers up to the time of closing after this offer has been accepted by Seller; and (shall) (shall not) continue to show this property for sale.

SIGNATURE OF SELLER	SIGNATURE OF SELLER
PRINTED LEGAL NAME	PRINTED LEGAL NAME
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
PHONE	PHONE
SELLER SS# (Optional)	SELLER SS# (Optional)
SELLER ATTORNEY	ABSTRACT LOCATION
SELLER EMAIL	SELLER MORTGAGE WITH

This offer formally rejected: _____

Time _____ a.m. or p.m.

Date _____



Home Inspection Information/Waiver

Address: 204 North C

The Offer For Real Estate contains provisions for Buyer to inspect property. Some defects in the property may be apparent and some may be disclosed by Seller. However, there may be hidden defects the Seller has no current knowledge. It is recommended Buyer employ a qualified inspector(s) to inspect the property. An appraisal is not a substitute for a home inspection.

A property condition disclosure statement is not a warranty or guarantee. It is a disclosure of known conditions of the property. Buyer is informed and advised to have property inspected by a professional inspector qualified and trained in any aspect of property, interior or exterior, which may be of concern. "Qualified" inspectors are licensed, certified or trained in a profession or trade and have practical experience in their vocation.

All inspections should be completed within the time frame specified within Offer For Real Estate. Any deficiencies should be notified to seller within provided time frame.

Property is not warranted or guaranteed by the Broker(s) or employees concerning the condition or value of the property. Real estate Broker(s) or salespersons are non-qualified "laypersons" where property inspections are concerned, make no representations as to the quality or competency of an inspectors work, or quality of construction or materials or of any warranty of habitability. Do not rely upon information you have not investigated yourself.

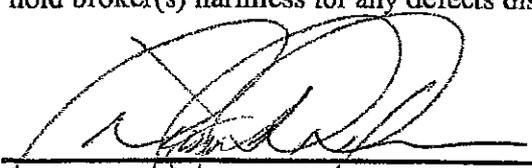
INFORMATION CONFIRMATION

Buyer understands a home inspection may discover/uncover defects in the property. Buyer acknowledges they have received information regarding the importance of a home inspection. Buyer has been encouraged to have property inspected.

Buyer(s) Signature and Date _____

WAIVER OF INSPECTION

Buyer has been informed of the benefits of a home inspection and hereby waives inspection of property and assumes responsibility for property condition. Buyer agrees to hold broker(s) harmless for any defects discovered with property.

 4/30/03
Buyer(s) Signature and Date



SELLER DISCLOSURE OF PROPERTY CONDITION (BASIC)



(To be delivered prior to buyer making Offer to Buy Real Estate)

Property Address: 204 North E

Property Owner (Seller - please print per title): Mark A. Ford

Purpose of Disclosure: Completion of this form is required under Iowa law which mandates Seller disclose condition and information about the property.

Instructions to the Seller: (1) Complete this form yourself. (2) Report known conditions materially affecting the property and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to your property, write "NA" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts, write or check UNKNOWN. (7) Keep a copy of this statement.

Exempt Properties: Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; property containing 5 or more dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; fiduciaries in the course of an administration of an decedent's estate, guardianship, conservatorship, or trust; between joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwellings.

Property is exempt because one or more of the above exemptions apply. (If exempt - **STOP HERE** - skip to signature line)

Seller's Disclosure Statement: Seller discloses the following information regarding the property and certifies this information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain. The following are representations made by Seller and are not the representations of Agent. **The Agent has no independent knowledge of the condition of the property except that which is written on this form. Seller advises Buyer to obtain independent inspections relevant to Buyer.**

I. Property Conditions, Improvements and Additional Information:

- Basement/Foundation:** Has there been known water or other problems? Yes No Unknown If yes, please explain: _____
- Roof:** Any known problems? Yes No Unknown Type _____ Unknown
Date of repairs/replacement _____ Unknown Describe: _____
- Well and pump:** Any known problems? Yes No Unknown Type of well (depth/diameter), age and date of repair: _____ Has the water been tested? Yes No
Unknown If yes, date of last report/results: _____
- Septic tanks/drain fields:** Any known problems? Yes no Unknown / Location of tank _____
Unknown Age _____ Unknown / Date tank last cleaned _____ Unknown
- Sewer:** Any known problems? Yes No Any known repairs/replacement? Yes No Date of repairs _____
- Heating system(s):** Any known problems? Yes No Any known repairs/replacement? Yes No Date of repairs _____
- Central Cooling system(s):** Any known problems? Yes No Any known repairs/replacement? Yes No
Date of repairs _____
- Plumbing system(s):** Any known problems? Yes No Any known repairs/replacement? Yes No Date of repairs _____
- Electrical system(s):** Any known problems? Yes No Any known repairs/replacement? Yes No Date of repairs _____

Buyer initials [Signature] Seller initials _____

10. **Pest Infestation:** (wood-destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.) Any known problems? Yes No Unknown Date of treatment _____ Previous Infestation/Structural Damage? Yes No Date of repairs _____

11. **Asbestos:** Is asbestos present in any form in the property? Yes No Unknown If yes, explain: _____

12. **Radon:** Any known tests for the presence of radon gas? Yes No If yes, test results? _____ Date of last report _____ Seller Agrees to release any testing results. **If not**, Check here

13. **Lead Based Paint:** Known to be present or has the property been tested for the presence of lead based paint? Yes No Unknown If yes, what were the test results? _____ Has the lead disclosure form and pamphlet been provided? Yes No

14. **Any known encroachments, easements, "common areas"** (facilities like pools, tennis courts, walkways or other areas co-owned with others), zoning matters, nonconforming uses, or a Homeowners Association which has any authority over the property? Yes No Unknown

15. **Features** of the property known to be shared in common with adjoining landowners, such as walls, fences, roads and driveways whose use or maintenance responsibility may have an effect on the property? Yes No Unknown

16. **Structural Damage:** Any known structural damage? Yes No Unknown

17. **Physical Problems:** Any known settling, flooding, drainage or grading problems? Yes No Unknown

18. **Is the property located in a flood plain?** Yes No Unknown If yes, flood plain designation: _____

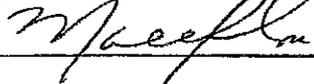
19. **Do you know the zoning classification of this property?** Yes No Unknown What is the zoning? _____

20. **Covenants:** Is the property subject to restrictive covenants? Yes No Unknown If yes attach a copy OR state where a true, current copy of the covenants can be obtained: _____

You MUST explain any "Yes" responses above (Attach additional sheets if Necessary):

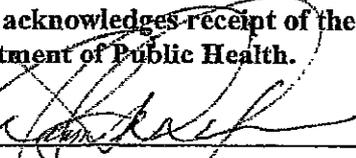
Seller has owned the property since 2012 (date). Seller has indicated above the history and condition of all the items based solely on the information known or reasonably available to the Seller(s). If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representations not directly made by Broker or Broker's affiliated licensees (brokers and salespersons). Seller hereby acknowledges Seller has retained a copy of this statement.

Seller acknowledges requirement that Buyer be provided with the "Iowa Radon Home-Buyers and Sellers Fact Sheet", prepared by the Iowa Department of Public Health.

Seller  Seller _____ Date 4-11-13

Buyer hereby acknowledges receipt of a copy of this statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) may wish to obtain.

Buyer acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.

Buyer  Buyer _____ Date 4/30/13

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT:
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Address: 204 Nantac

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (initial)

mf (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

mf Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller (check one below):

Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGEMENT (initial)

mf (c) Purchaser has received copies of all information listed above.
 or, No Records or Reports were available (see (b) above).

mf (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home, Lead Poisoning: How to Protect Iowa Families*, or a similarly approved booklet.

mf (e) Purchaser has (check one below):
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGEMENT (initial)

mf (f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATE OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate:

<u>Maeflora</u>	<u>4/11/13</u>	<u>[Signature]</u>	<u>4/30/13</u>
Seller	Date	Purchaser	Date
<u>Connie Beube</u>	<u>3/28/13</u>		
Seller	Date	Purchaser	Date
Seller's Agent	Date	Purchaser's Agent	Date



AGENCY/POLICY DISCLOSURE AND ACKNOWLEDGEMENT

REQUIRED TO BE PROVIDED TO EACH PARTY IN A TRANSACTION

(Should be presented at earliest possible convenience - must be signed by Seller or Buyer prior to making or reviewing an Offer)



When you enter into a discussion with a Brokerage (and their affiliated real estate licensees) regarding a real estate transaction, you should understand how the Brokerage is representing each party in the transaction. More importantly, you should understand how that agency relationship impacts on your relationship with the licensee. The term "Broker" or "Brokerage" shall hereinafter refer to: (Brokerage/firm) Lawrence Real Estate, and Brokerage's affiliated licensees (brokers and salespersons). The term "Owner" and/or "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. A "Client" is a party to a transaction who has an agency agreement with a broker for brokerage services. A "Customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.

A. TYPES OF AGENCY REPRESENTATION AND THE POLICY BROKERAGE MAY ELECT UNDER EACH.

Prior to Buyer or Owner giving confidential information they should understand a variety of representation options exist in real estate transactions. Below is a list of representation options available and the policy Brokerage may elect in regard to each. Brokerage will provide a separate Agreement establishing which agency relationship is offered to Buyer or Owner.

Brokerage has "checked" the appropriate box(es) for the policy that applies to Brokerage:

1. **SINGLE SELLER AGENCY.** Single Seller Agency exists when Brokerage and Owner enter into a real estate "Exclusive Listing Agreement" and the property is sold to a "Customer" or by a different real estate company. Brokerage and Broker's affiliated licensees' policy is to represent the Owner as a "Client" in this case. In Single Seller Agency, Broker does not also represent the Buyer in the transaction.

2. **SINGLE BUYER AGENCY.** Single Buyer Agency exists when Brokerage and Buyer enter into a "Buyer Agency Agreement" and Brokerage or an affiliated licensee assist Buyer in writing an offer to purchase property and the property is listed with a different real estate company or offered by owner. Brokerage and Broker's affiliated licensees' policy is to represent Buyer as a "Client" in this case. In this type of agency representation Broker may receive compensation for the transaction from the listing real estate company pursuant to a cooperation agreement between the two companies.

In Single Buyer Agency, Broker does not also represent the Owner in the transaction.

3. **APPOINTED AGENCY.**

- Appointed Seller Agency exists when Brokerage appoints an affiliated licensee, the listing agent, to act on Owner's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- Appointed Buyer Agency exists when Brokerage appoints an affiliated licensee, the selling agent, to act on Buyer's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- In the event an Appointed Licensee personally represents both Owner and Buyer in the same transaction, that Appointed Agency is considered to be a Consensual Dual Agency (see 4. below).

4. **CONSENSUAL DUAL AGENCY.**

- When Brokerage (or an Appointed Seller or Buyer Agent, as defined in 3a. and 3b. above) both lists and sells the property, it is the policy of Brokerage and Brokerage's affiliated salespersons to represent both Owner and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Owner and Buyer, as well as procedures to be followed.
- When Brokerage and Buyer enter into a "Buyer Agency Agreement", whether exclusive or non-exclusive, and Brokerage or an affiliated salesperson assist Buyer in writing an offer to purchase property and the property is also listed with Brokerage, it is the policy of Brokerage to represent both the Owner and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Owner and Buyer, as well as procedures to be followed.
- Representing more than one party to a transaction can create a conflict of interest since both "Clients" may rely on the Licensee's advice. **Buyer and Owner are not required to consent to dual agency.**

5. **SELF REPRESENTATION.** If not already in a written Agency Relationship with a brokerage, a person(s), partnership, or company (buying or selling) may represent themselves in a transaction. If a Buyer or Owner elect to represent themselves in a transaction, it is the policy of Brokerage to treat that Buyer or Owner as a "Customer" and not as a "Client". "Clients" are responsible for commission which may be owed as to the terms and conditions of previously agreed contracts. If representing themselves, a Self Representation Agency Confirmation and Acknowledgement shall be completed

B. COOPERATIVE BROKERAGE ARRANGEMENTS. Owner agrees that Brokerage may cooperate with and compensate other Brokerages, that Brokerage may utilize its own independent business judgment to determine which brokerages it will cooperate with and the amount of compensation (if any or differing amounts) it will offer differing Brokerages. Broker will disclose to Owner any policy which would limit participation of any other brokerage. On this transaction Brokerage may offer compensation to other Brokerages of up to (\$ _____) or (_____ % percent of gross sale price) or (_____ % percent of gross commission received). If a referral fee is to be paid, a Referral Disclosure will be provided.

C. DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION.

In providing brokerage services to all parties to a transaction, "Client" and "Customer" alike, a licensee (the Brokerage and its broker associates and salespersons), regardless of the type of agency representation agreed to, shall do all of the following:

1. Provide brokerage services to all parties to the transaction honestly and in good faith.
2. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
3. Disclose to each party all **material adverse facts** (i.e. significant defects or negative circumstances) that the licensee knows except:
 - a. Material adverse facts known by the party.
 - b. Material adverse facts the party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - c. Material adverse facts the disclosure of which is prohibited by law.
 - d. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
4. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

D. DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT.

A licensee providing brokerage services to a client, regardless of the type of agency representation agreed to, shall do all of the following:

1. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under provisions of the Iowa Code (such as with Appointed Agency or Consensual Dual Agency) or any other applicable law.
2. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
3. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
4. Keep their client(s) confidential information confidential unless they have written permission to reveal.
5. Disclose to a client any financial interests the licensee or the brokerage has in any company or business entity to which the licensee or brokerage refers a client for any service or product related to the transaction. The client is not obligated to use any such recommended company, and may select a different company. **NOTE: Broker/Licensee (circle applicable) has a financial interest in or an affiliate relationship with the following companies or business entities:**

E. DESCRIPTION OF BROKER'S SERVICES.

Broker may do the following for Sellers and Buyers: (1) Assist Buyer with financing qualification guidelines; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property that are known to Broker; (5) Disclose financial qualifications of the Buyer to the Owner; (6) Explain real estate terms and procedures; (7) Explain to Owner and Buyer the benefits of having the property inspected; (8) Explain closing costs and procedures; (9) Help the Owner and Buyer compare financing alternatives; (10) Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (11) Assist with all standard forms, including those that include the necessary protection and disclosures for the Owner and Buyer; and, (12) Work diligently to facilitate the sale and closing. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside of the scope of their real estate license. **NOTE: Broker neither offers subagency to, nor accepts subagency from, other brokerage companies.**

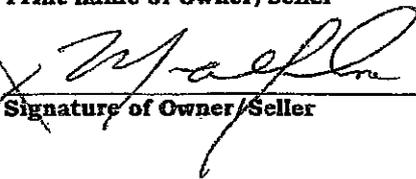
F. GUIDELINES FOR OWNER AND BUYER.

If you are the "Customer" in the transaction, you are advised not to disclose your negotiating position about such things as whether you as Owner would take less than the asking price, or you as Buyer are willing to pay more than the price you offer. Except for information required to be disclosed, if you as either a "Client" or a "Customer", have reason to believe any confidential information, such as your financial status, motivation to sell or buy as well as other personal information will adversely affect your negotiating position, this should not be disclosed to anyone. **Each party to the transaction has the responsibility to protect their own interests.**

ACKNOWLEDGEMENT

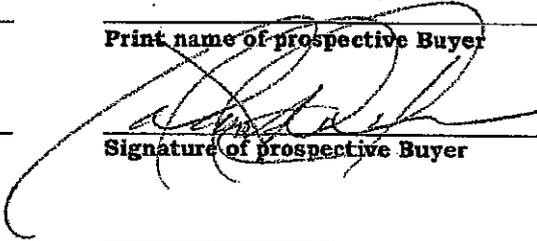
The undersigned have read this disclosure and understand the type of representation which may be provided by Broker. The undersigned acknowledge receipt of a copy of this agency disclosure. This is not a contract; rather it is intended to be only a disclosure notice.

If you do not understand this document, seek the advice of the legal counsel of your choice, before signing.

Print name of Owner/Seller


Signature of Owner/Seller
4-11-13

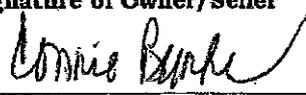
Date

Print name of prospective Buyer


Signature of prospective Buyer
4/30/13

Date

Print name of Owner/Seller

Signature of Owner/Seller
Date

4/17/13

Date
For Seller's or Dual Agent Brokerage

Print name of prospective Buyer

Signature of prospective Buyer
Date

Date
For Buyers Brokerage



DUAL AGENCY POTENTIAL/CONSENT AGREEMENT

(For in-house showings/sales when both parties are, or potentially are, "clients")



This Agreement is to be signed and confirmed by Buyer before signing Offer For Real Estate and confirmed by Seller before reviewing Offer For Real Estate when both parties are treated as "clients." A "client" means a party to a transaction who has an agency agreement with a broker for brokerage services. A "customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.

A. **AGREEMENT BETWEEN** (Brokerage/firm) Hooker Real Estate, hereinafter called "Broker," and
 Owner(s) (print name per title) Mark Ford, and/or Buyer(s) _____

The terms "Owner" and/or "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. The term "Broker" shall also refer to Broker's affiliated licensees (brokers and salespersons).

B. RECITALS AND GENERAL CONDITIONS.

1. **IF BROKER REPRESENTS OWNER.** When a broker enters into an agreement to represent an owner (client), the broker and all licensees associated with that broker represent the owner, except when "Appointed Agency" is broker policy. An agent for an owner owes the owner the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.
2. **IF BROKER REPRESENTS BUYER.** When a broker enters into an agreement to represent a buyer (client), the broker and all licensees associated with that broker represent the buyer, except when "Appointed Agency" is broker policy. An agent for a buyer owes the buyer the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.
3. **IF BROKER REPRESENTS BOTH OWNER AND BUYER DUAL AGENCY EXISTS.** A real estate broker acting directly or through a salesperson can legally be the agent of both the owner and the buyer, but only with the knowledge and written consent of both parties. If a buyer represented by a broker wants detailed information about, or to see, a property of an owner who is also being represented by the same broker, the broker shall make every reasonable effort to remain impartial to both parties. In these circumstances, Broker immediately becomes a dual agent. Owner and Buyer acknowledge that, prior to such circumstances, Broker either acted as representative of the Owner or of the Buyer. In those separate roles, Broker may have obtained information, which, if disclosed, could harm the bargaining position of the party providing such information to Broker. Provisions that govern the actions of Broker acting as a dual agent:
 - a. Broker shall not knowingly say or do anything which might place one party at a disadvantage, disclose confidential information or personal confidences of one party to the other party, including motivation to sell/buy, negotiating strategy, or any other information a party specifically instructs Broker in writing not to disclose, unless such disclosure is required by law.
 - b. Broker shall not, without prior express written consent of Owner, disclose to Buyer that Owner might accept a price less than the listing price, or accept terms less favorable to Owner than is indicated in the listing agreement nor shall Broker, without the prior express written consent of Buyer disclose to Owner that Buyer may be willing to pay a higher price, or accept terms less favorable to Buyer than those indicated in Buyers last written offer.
 - c. Broker will endeavor to be impartial between the parties and shall not represent the interests of either Owner or Buyer to the detriment of the other party. Broker is obligated to inform each party of facts Broker knows which likely could affect the party's decision to permit Broker to represent both Owner and Buyer.
 Owner/Seller and Buyer are not required to consent to dual agency.
4. **DESCRIPTION OF BROKER'S SERVICES.** Broker may do the following for Owners and Buyers when acting as a Dual Agent: (1) Treat the Owner and Buyer fairly and honestly; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property known to Broker; (5) Explain real estate terms and procedures; (6) Explain to the Owner and Buyer the benefits of having the property inspected; (7) Explain closing costs and procedures; (8) Help Owner and Buyer compare financing alternatives; (9) Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (10) Assist with the standard forms that include the necessary protection and disclosures for the Owner and Buyer; (11) Work diligently to facilitate the sale; and, (12) Receive notices for Owners and Buyers. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all-inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside the scope of their real estate license. In providing said services, Broker shall do all of the following:

- a. Provide brokerage services to all parties to the transaction honestly and in good faith.
- b. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- c. Disclose to each party all material adverse facts (i.e., significant defects or negative circumstances) that the licensee knows except for the following:
 - 1) Material adverse facts known by the party.
 - 2) Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - 3) Material adverse facts the disclosure of which is prohibited by law.
 - 4) Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
- d. Account for all property coming into the possession of the licensee that belongs to any party within reasonable time of receiving the property.
- e. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- f. Fulfill any obligation that is within the scope of the agency agreement except those obligations that are inconsistent with other duties that the licensee has under law.
- g. Place both clients' interests ahead of Brokers.
- h. Disclose to client any financial interests the licensee or brokerage has in any business entity which is referred for any service or product related to the transaction.

DUAL AGENCY POTENTIAL/CONSENT AGREEMENT

- 5. **DESCRIPTION OF THE RESPONSIBILITIES AND RIGHTS OF OWNER AND BUYER.** In a dual agency situation, Owner and Buyer acknowledge and agree they have the responsibility to negotiate and make their own decisions as to what terms are to be included in any agreement for the purchase and sale of Owner's property. Owner and Buyer also acknowledge they understand that Broker's representing more than one party in a transaction can create a conflict of interest since both clients may rely upon Broker's advice, and the client's respective interests may be adverse to each other. Owner and Buyer understand they may seek independent legal counsel in order to assist them with any matter relating to a purchase agreement or any other aspect of this transaction. Owner and Buyer have the duty to protect their own interests and are advised by Broker to carefully read all documents to assure that they adequately express the parties understanding of the transaction. If Owner or Buyer have questions regarding the duties and responsibilities of Broker, those questions should be resolved before signing this document.
- 6. **BINDING DOCUMENTS.** Owner and Buyer agree that whenever terms of this "Dual Agency Potential/Consent Agreement" contradict or conflict with their individual agency agreement with Broker, this Agreement shall supersede and prevail. When this Agreement is attached to an executed agency agreement or purchase agreement, it shall become a part thereof. Further, this Agreement shall be binding on heirs, assigns, executors and administrators of the parties hereto.
- 7. **REQUEST TO COMPLETE FORM DOCUMENTS.** Owner and/or buyer request that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard, and declaration of value.
- 8. **FAX TRANSMISSION.** The facsimile transmission of a signed copy hereof shall constitute a binding agreement. The parties agree to confirm this Agreement by mail or personal delivery of the original signed Agreement between the parties. Owner/Buyer agrees to receive phone calls at Residence.

PART C should be completed by either (or both) Seller or Buyer to acknowledge the Potential for Dual Agency. This consent should be done before engaging in any activities of a dual agent. (i.e. Before showing any client's property or acquiring confidential information.)

C. DUAL AGENCY POTENTIAL

a. **SELLER / OWNER**
DUAL AGENCY POTENTIAL. Owner acknowledges that in order for Owners property to be exposed to all Buyer clients of Broker, the potential for dual agency exists. Owner understands that, in the process of searching for all property meeting the needs of Buyer, Buyer may want detailed information about, and to possibly see, property of Owner clients of Broker, and therefore a potential for dual agency exists. Owner acknowledges that when Broker presents detailed information or shows an Owner client's property to a Buyer client, that Broker is immediately a dual agent, undertaking a Consensual Dual Agency representation. Owner/Seller (agrees) (does not agree) to the Potential for Dual Agency representation.

Signature of Owner *[Signature]* Date: 4-11-13
 Signature of Owner _____ Date _____

If Brokerage becomes a Dual Agent for Property, Owner shall need to read, confirm and agree to Dual Agency Consent for the Representation by completing PART D prior to any Offer for Real Estate.

b. BUYER

DUAL AGENCY POTENTIAL. Buyer acknowledges that, in the process of searching for all property meeting the needs of Buyer, Buyer may want detailed information about, and to possibly see, property of Owner clients of Broker, and therefore a potential for dual agency exists. Buyer understands that in order for Owners property to be exposed to all Buyer clients of Broker, the potential for dual agency exists. Buyer acknowledges that when Broker presents detailed information or shows an Owner Client's property to a Buyer client, that Broker is immediately a dual agent undertaking a Consensual Dual Agency representation. Buyer (agrees) (does not agree) to the Potential for Dual Agency representation.

Signature of Buyer [Signature] Date: 4/20/13
Signature of Buyer _____ Date: _____

If Brokerage becomes Dual Agent for Property, Buyer shall need to read, confirm and agree to Dual Agency Consent for the Representation by completing PART D prior to any Offer for Real Estate.

PART D shall be completed when Brokerage represents both Seller/Owner AND Buyer for a specific property and both the Buyer AND Seller/Owner acknowledge and Consent to Dual Agency prior to offer.

D. DUAL AGENCY CONSENT

For the Offer For Real Estate dated _____

Specific Property Address: _____ Listing Agent: _____

Owner(s) (per title): _____ hereinafter called "Seller."

Buyer(s): _____ Selling Agent: _____

a. The Seller and Buyer acknowledge that Broker is undertaking a Consensual Dual Agency representation in the sale of the above specific property.

Buyer agrees [Signature] (initials) to dual agency representation in this transaction.

Seller agrees [Signature] (initials) to dual agency representation in this transaction.

b. Broker Compensation. If the Buyer is paying Broker a fee or commission for this transaction, they will agree by separate document.

c. Termination of Negotiations or sale. In the event Seller and Buyer do not enter into an agreement for the purchase and sale of Seller's property to Buyer, or they do enter into an agreement and the sale does not close, the dual agency role of Broker under this Agreement shall be deemed by all parties to have been terminated. Broker will then become the agent of each, Seller and Buyer, on the terms and conditions previously agreed upon.

By signing below, Owner/Seller and/or Buyer acknowledge and agree that Broker shall act as a Dual Agent as described above.

I (we) have read and understand this agreement and acknowledge receipt of a copy. This is a legally binding contract. If not understood, consult with the lawyer of your choice.

[Signature] 4/11/13
Seller Time & Date

[Signature] 4/20/13
Buyer Time & Date

Seller Time & Date
[Signature]
Listing licensee (for Broker) Time & Date

Buyer Time & Date

Selling licensee (for Broker) Time & Date

Summary
Parcel ID 1013414005
Office Map 920
Property Address 204 North C
 Oskaloosa
Sec/Twp/Rng 13-75-16
Brief Legal Description LOT 5 BLK 7 O P
 (Note: Not to be used on legal documents)
Document(s) REC: 2012-2528 (8/9/2012)
Gross Acres 0.00
Exempt Acres N/A
Net Acres 0.00
CSR N/A
Class R - Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District OSKALOOSA
School District OSKALOOSA SCH



Click to Enlarge

If this property is being split, please contact the Assessor's Office at 641-673-5805 for property information.

Owner	Primary Owner	Secondary Owner	Mailing Address
	(Deed Holder) Ford, Mark A 1709 S Second St Oskaloosa, IA 52577		

Land	Lot Dimensions	Lot Area
	Regular Lot: 120.00 x 60.00	0.17 Acres; 7,200 SF

Residential Dwellings	
Residential Dwelling	Single-Family / Owner Occupied
Occupancy	2 Story Frame
Style	N/A
Architectural Style	1910
Year Built	Below Normal
Condition	N/A
Grade what's this?	2,116 SF
Brick or Stone Veneer	None;
Total Gross Living Area	Full
Attic Type	896
Basement Area Type	1 Full Bath; 1 Shower Stall Bath;
Basement Area	1S Frame Enclosed (128 SF); 1S Frame Open (315 SF);
Basement Finished Area	
Plumbing	
Fireplaces	
Porches	
Decks	
Additions	1 Story Frame (324 SF);
Garages	360 SF (18F W x 20F L) - Det Frame (Built 1940);

Sales

Date	Seller	Buyer	Recording	NUTC	Type	Multi Parcel	Amount
8/9/2012	DUNAWAY, HELEN ELIZABETH ESTATE	FORD, MARK A	2012-2528	No consideration	Court Officer Deed		\$0.00
6/22/1983			233-238	Unuseable Sale - Other	Warranty Deed		\$25,000.00

Valuation

		2013	2012	2011	2010
+	Land	\$10,290	\$10,290	\$10,580	\$10,580
+	Building	\$49,410	\$49,410	\$48,750	\$48,750
=	Total Assessed Value	\$59,700	\$59,700	\$59,330	\$59,330

VALUES ARE NOT CERTIFIED UNTIL APRIL 15TH AND ARE SUBJECT TO BOARD OF REVIEW

Taxation

		2012	2011	2010
+	Taxable Land Value	\$5,435	\$5,370	\$5,134
+	Taxable Building Value	\$26,097	\$24,742	\$23,658
+	Taxable Dwelling Value	\$0	\$0	\$0
=	Gross Taxable Value	\$31,532	\$30,112	\$28,792
-	Military Exemption	\$0	\$0	\$0
=	Net Taxable Value	\$31,532	\$30,112	\$28,792
x	Levy Rate (per \$1000 of value)	0.00000	38.36108	41.30253
=	Gross Taxes Due	\$0.00	\$1,155.13	\$1,189.18
-	Ag Land Credit		\$0.00	\$0.00
-	Disabled and Senior Citizens Credit		\$0.00	\$0.00
-	Family Farm Credit		\$0.00	\$0.00
-	Homestead Credit		(\$145.11)	(\$126.20)
-	Prepaid Tax		\$0.00	\$0.00
=	Net Taxes Due		\$1,010.00	\$1,062.00

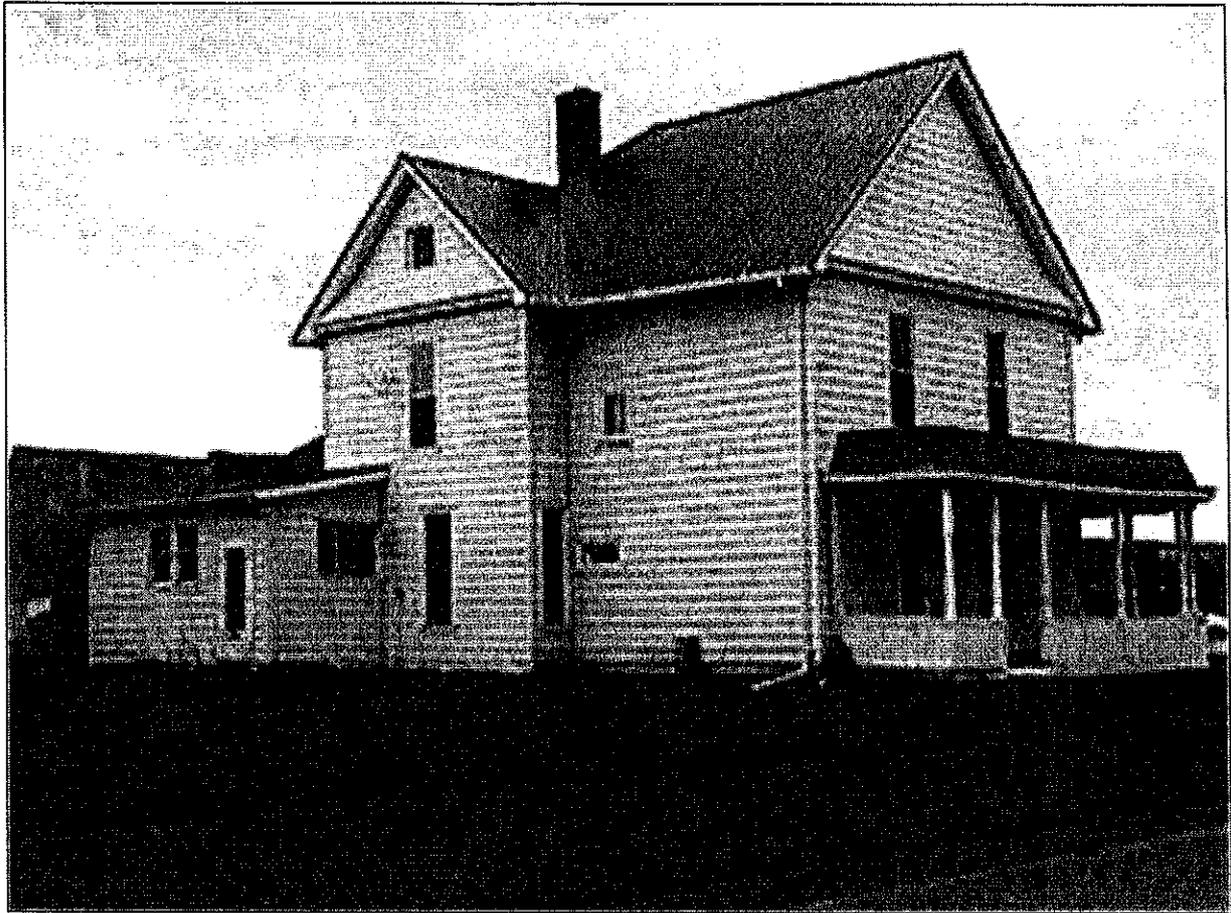
Pay Property Taxes

[Click here to pay property taxes for this parcel.](#)

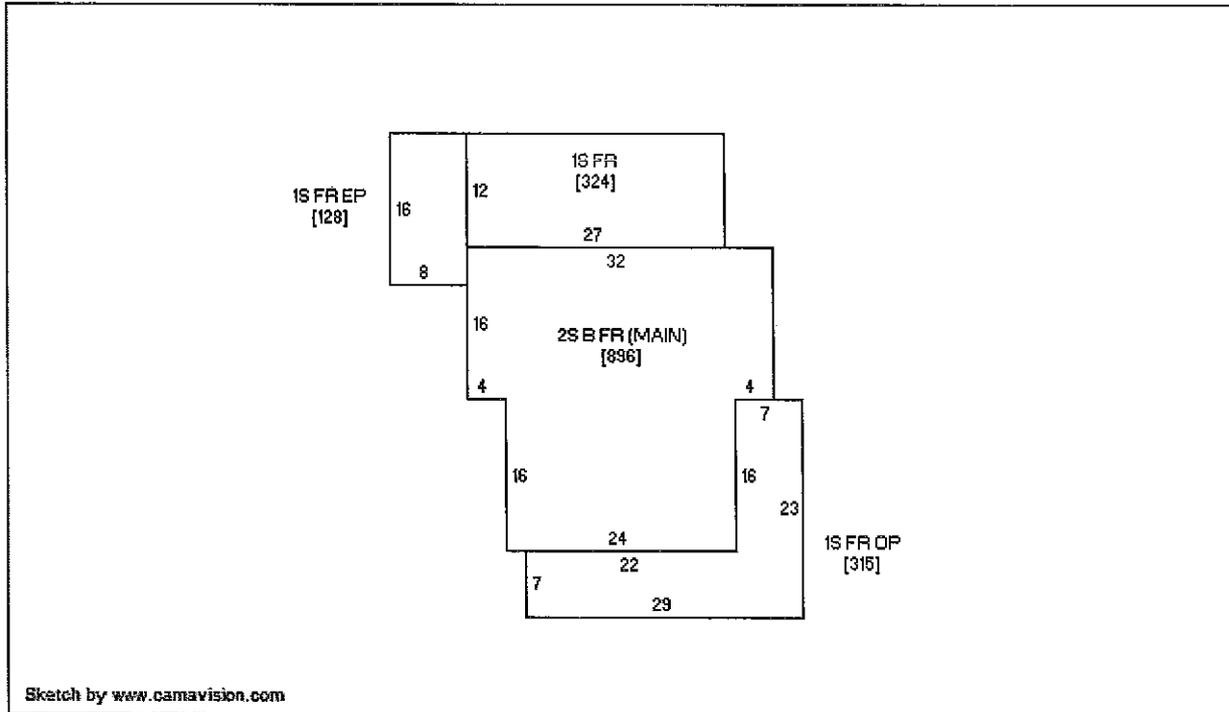
Tax History

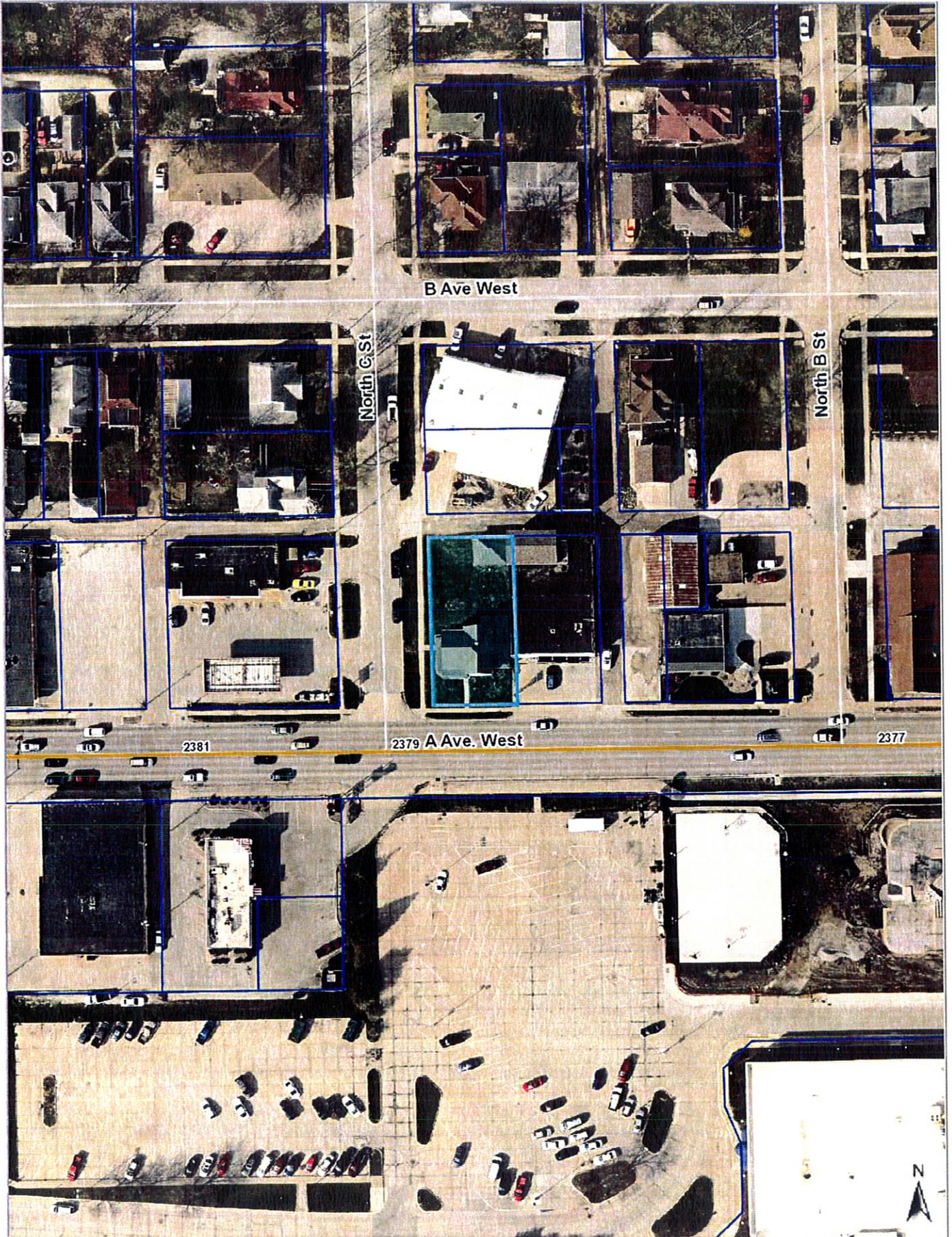
Year	Due Date	Amount	Paid	Date Paid	Receipt
2011	March 2013	\$505	Yes	7/31/2012	12867
	September 2012	\$505	Yes	7/31/2012	
2010	March 2012	\$531	Yes	4/10/2012	12875
	September 2011	\$531	Yes	8/22/2011	
2009	March 2011	\$517	Yes	2/25/2011	12831
	September 2010	\$517	Yes	8/24/2010	
2008	March 2010	\$485	Yes	3/17/2010	12813
	September 2009	\$485	Yes	9/18/2009	

Photos



Sketches





OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: May 6, 2013

REQUESTED BY: COUNCIL
APPOINTED STAFF

ITEM TITLE: REPORT ON ITEMS FROM CITY STAFF.

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

EXPLANATION:

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

BUDGET CONSIDERATION:

Not applicable, report(s) only.

ATTACHMENTS:

None.