

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

**COUNCIL CHAMBERS – CITY HALL, 220 S. MARKET STREET
JUNE 3, 2013 – 6:00 P.M.**

AGENDA

CALL TO ORDER – 6:00 P.M.

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

ITEM 2. PLEDGE OF ALLEGIANCE.

ITEM 3. ROLL CALL.

ITEM 4. COMMUNITY COMMENTS.

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

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

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

1. May 20, 2013 Regular City Council Meeting Minutes
2. June 3, 2013 Agenda

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

None.

c) Claims

1. Claims for May 2013.

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

New:

None.

Renewal/Transfers:

1. Renewal application for a Class C Beer Permit from Casey's Marketing Company dba Casey's General Store #2366, 1809 9th Avenue East.

Resolutions/Motions:

1. Consider a resolution authorizing the use of public funds to aid economic development.
2. Consider a motion approving Pay Request No. 2 to TK Concrete Inc., in the amount of \$141,650.19 for work completed on the East Mall Parking Improvements Project.
3. Consider a motion approving Pay Request No. 1 to Norris Asphalt Paving Co. in the amount of \$157,100.50 for work completed on the South 7th Street Pavement Rehabilitation Project.
4. Consider a resolution approving 28E Agreements for law enforcement personnel during RAGBRAI 2013.
5. Consider a resolution accepting the quit claim deed from Lisa Evans for real property generally located at 1212 & 1214 1st Avenue West, Oskaloosa, Iowa.
6. Consider a resolution approving a purchase agreement for real estate located at 902 A Avenue West.
7. Consider a resolution accepting the completion of the North Green Street Paving Project, and approving Payment No. 7 (final retainage) in the amount of \$19,078.11 to Cornerstone Excavating, Inc.

Ordinances:

1. Consider an ordinance amending the City Code of the City of Oskaloosa, Iowa by deleting Oskaloosa City Ordinance No. 736 and No. 741. (3rd reading)

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

ITEM 6. ANNOUNCEMENT OF VACANCIES. APPLICANTS MUST RESIDE IN OSKALOOSA AND BE 18 YEARS OF AGE UNLESS SPECIFIC QUALIFICATIONS ARE STATED.

- a) Building Code Board of Appeals – One vacancy to fill upon appointment and to serve at the pleasure of the Mayor. This is a five member board that meets as needed. (4 males and 0 females currently serve).
- b) 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).

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

- c) 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).

REGULAR AGENDA - ORDINANCES:

ITEM 7. 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. (3RD READING)

REGULAR AGENDA – RESOLUTIONS & MOTIONS:

ITEM 8. CONSIDER A RESOLUTION ADOPTING THE PROPOSAL FOR EMPLOYEE LIFE INSURANCE FROM NATIONAL INSURANCE SERVICES, HEALTH INSURANCE FROM SUN LIFE FINANCIAL WITH FIRST ADMINISTRATORS INC. AS ADMINISTRATOR AND SELECT FIRST PPO AND THE FLEX PLAN ADMINISTERED BY FIRST ADMINISTRATORS INC. FOR FISCAL YEAR 2014.

ITEM 9. CONSIDER A RESOLUTION ADOPTING THE CITY OF OSKALOOSA EMPLOYEE HANDBOOK.

ITEM 10. REPORT ON ITEMS FROM CITY STAFF.

- a) City Manager.
 - i. Project updates
- b) City Clerk.
- c) City Attorney.

ITEM 11. CLOSED SESSIONS

- a) Hold a closed session under Iowa Code Section 21.5.1.i. to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session and reconvene in open session to consider approval of contract.

ITEM 12. OPEN SESSION ACTION

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) Consider a motion to approve the contract of City Manager Michael Schrock Jr.

ADJOURNMENT

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: MAYOR & CITY COUNCIL

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

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

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

_____ Ver Steeg, _____ Walling, _____ Yates.

Explanation:

Not applicable.

BUDGET CONSIDERATION:

Not applicable.

ATTACHMENTS: None

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 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 May 2013.**
- Item 3. Renewal application for a Class C Beer Permit from Casey's Marketing Company dba Casey's General Store #2366, 1809 9th Avenue East.**
- Item 4. Consider a resolution authorizing the use of public funds to aid economic development.**
- Item 5. Consider a motion approving Pay Request No. 2 to TK Concrete Inc., in the amount of \$141,650.19 for work completed on the East Mall Parking Improvements Project.**
- Item 6. Consider a motion approving Pay Request No. 1 to Norris Asphalt Paving Co. in the amount of \$157,100.50 for work completed on the South 7th Street Pavement Rehabilitation Project.**
- Item 7. Consider a resolution approving 28E Agreements for law enforcement personnel during RAGBRAI 2013.**
- Item 8. Consider a resolution accepting the quit claim deed from Lisa Evans for real property generally located at 1212 & 1214 1st Avenue West, Oskaloosa, Iowa.**
- Item 9. Consider a resolution approving a purchase agreement for real estate located at 902 6th Avenue West.**

- Item 10.** Consider a resolution accepting the completion of the North Green Street Paving Project, and approving Payment No. 7 (final retainage) in the amount of \$19,078.11 to Cornerstone Excavating, Inc.
- 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. (3rd reading)

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: CITY MANAGER'S OFFICE

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. May 20, 2013 Regular City Council Meeting Minutes
 2. June 3, 2013 Agenda

ATTACHMENTS:

May 20, 2013 Regular City Council Meeting Minutes

OSKALOOSA CITY COUNCIL
REGULAR MEETING
May 20, 2013

The Oskaloosa City Council met in regular session on Monday, May 20, 2013, at 6:00 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Caligiuri, Jimenez, Moore, Van Zetten, Ver Steeg, Walling and Yates.

Charlie Comfort, 501 South 3rd Street, Oskaloosa, and Tim Van Maanen, 2063 Eden Avenue, Leighton, commented regarding the regional airport.

It was moved by Moore, seconded by Walling to approve the consent agenda with Item 4 and 6 removed:

1. May 6, 2013 Regular City Council Meeting Minutes
2. May 20, 2013 Agenda
3. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - a. April 22, 2013 Library Board of Trustees Minutes
 - b. May 3, 2013, Library Board of Trustees Special Meeting Minutes
 - c. April 9, 2013 Water Board Special Meeting Minutes
 - d. April 15, 2013 Water Board Minutes
4. Renewal application for a Class B Native Wine Permit (WBN) from Kerri Boender dba The Antique Peddler, 213 High Avenue East.

The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Moore introduced Resolution No. 13-05-45 entitled "A RESOLUTION APPROVING A PROJECT GRANT AGREEMENT BETWEEN THE CITY OF OSKALOOSA AND THE MAHASKA COUNTY COMMUNITY FOUNDATION FOR THE PURPOSE OF CONSTRUCTING A DOG PARK IN OSKALOOSA, IOWA" and moved its approval. Walling seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Moore introduced Resolution No. 13-05-46 entitled "A RESOLUTION AUTHORIZING THE TEMPORARY STREET CLOSURE OF SOUTH EIGHTH STREET FROM FIRST AVENUE EAST TO SECOND AVENUE EAST TO ALLOW FOR CHURCH RECREATION ACTIVITY" and moved its approval. Walling seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Moore introduced "AN ORDINANCE DELETING OSKALOOSA CITY ORDINANCES 736 AND 741 FROM THE OSKALOOSA CITY CODE" and moved its approval on the second reading. Walling seconded the motion. The roll was called and the vote was:

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

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

Ver Steeg introduced Resolution No. 13-05-47 entitled "RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE AREA 15 REGIONAL PLANNING COMMISSION" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

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

Whereupon the Mayor declared said resolution duly adopted.

Jimenez 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 third reading. Moore seconded the motion. The roll was called and the vote was:

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

Whereupon the Mayor declared said ordinance duly adopted. The ordinance was assigned No. 1338.

Jimenez introduced "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" and moved its approval on the second reading. Moore seconded the motion. The roll was called and the vote was:

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

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

Jimenez introduced Resolution No. 13-05-48 entitled "RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS FOR THE WEST AREA SANITARY SEWER IMPROVEMENTS PROJECT" and moved its approval. Yates seconded the motion. The roll was called and the vote was:

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

Whereupon the Mayor declared said resolution duly adopted.

City Council discussed the parking of personal and recreational vehicles (Oskaloosa Municipal Code 17.28.080) and possible action. It was moved by Jimenez, seconded by Moore to refer the matter to the Planning and Zoning Commission with special attention to the length & height of the vehicles, length of time allowed to park and if parking area needs to be paved. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Yates introduced Resolution No. 13-05-49 entitled "A RESOLUTION APPROVING AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE NECESSARY DOCUMENTS FOR THE PURPOSE OF RETAINING PRIVATE MOWING AND TRIMMING SERVICES FOR CITY FACILITIES AND PROPERTY" and moved its approval. Caligiuri seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

City Manager Michael Schrock reported on the South Central Regional Airport Agency meeting Thursday, May 23, 2013, at 6:00 p.m. in the George Daily Auditorium.

It was moved by Moore, seconded by Walling to hold a closed session under Iowa Code Section 21.5.1.c. to discuss strategy with counsel on a matter presently in litigation or in which litigation is imminent where disclosure would be likely to prejudice or disadvantage the city's position. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

The meeting adjourned to closed session at 6:55 p.m. and reconvened to open session at 7:37 p.m.

It was moved by Moore, seconded by Ver Steeg that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 7:38 p.m.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 2

Consider payment of claims for May 2013.

EXPLANATION:

A list of claims for May 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

Adams Camera House	Supplies	8.95
Advanced Concrete Specialists	Replace driveway and storm drainage	1,840.00
Allied Gas & Chemical	Weed killer	50.00
American Test Center Inc	Ladder testing	370.00
Aramark Uniform Services	Rubber mats	67.35
	Rubber mats	67.35
Arnold Motor Supply	Supplies	75.23
	Supplies	6.10
	Tools	139.16
	Mud flap	26.44
	Supplies	9.34
	Shocks	188.04
	Supplies	65.89
	Supplies	2.67
	Supplies	6.93
	Returned item	-104.95
Barco Municipal Products	Looper cones	1,608.08
Bobzilla's Bicycle Werks	Uniforms	40.00
	Shoes - Johnston	75.00
Brown's Shoe Fit Company	Duty boots - Scott	100.00
Bruening Rock Products Inc	Pea gravel	4,726.88
Carpenter Uniform Co	Uniforms	85.93
	Bullet proof vest	687.47
Central Pump & Motor LLC	Waste Water pumps	13,885.00
	Pump for North Waste Water plant	675.00
	Pump repair	2,163.44
Certified Pest Control	Pest control	30.00
	Pest control	32.00
Champion Storage and Signs	Public notice signs	376.00
	Public notice sign	16.00
Credit Bureau Services	Professional services	50.00
Culligan Water Conditioning	Water services	56.90
Cunningham Inc.	Repair air conditioning	486.73
	Repair air conditioning	224.25
Danny Fetters	New roof - Street Dept building	18,900.00
De Ruiters Lawn Equipment	Parts for repair	36.60
Diamond Tec	Concrete saw blades	1,750.00
Dickinson Co. Inc	Traffic Signal Upgrade	6,250.00
	Conduit for sign posts	625.00
	Repair light pole	290.00
	New traffic signal base and collar	825.75
Double B Blasting	Sandblast frames	2,000.00
Edel's Lawn Service and Construction Inc	Sanitary sewer repair	1,900.00
Family Medical Center P.C.	Professional services	147.00
Fisher Scientific	Lab chemicals	390.66
Gall's Inc.	Uniforms	81.16
	Rechargeable batteries	120.44

	Uniforms	89.41
Garden & Associates Inc	Professional services - West are sewer	10,791.34
Hach Company	Filter paper	842.24
Haines Auto Supply	Supplies	63.25
	Supplies	91.14
Hawkeye Truck Equipment	Parts for repair	54.29
Heiman Inc.	Fire hose	900.00
	Pump panel adapters	795.15
	Fire hose	967.02
	Visor clamp kit	83.88
	Adaptors	55.00
Highway 92 Walnut Co	Weed eater and blades	364.83
	Supplies	12.95
	Blades	32.97
Hupp Electric Motors	Repair motor for golf course	2,714.24
Hy Vee Accounts Receivable	Supplies	2.50
	Lunch for meeting	30.00
	DARE cake	91.98
Ideal Ready Mix	Supplies	57.08
ImageTek Inc	Setup for Housing files	37.50
Indian Springs Mfg Co Inc	Chlorine gas emergency kit	2,307.68
International Code Council Inc	Membership dues - D Bolt	100.00
	City dues	125.00
Iowa Department of Natural Resources	Certification renewal - Waste Water	180.00
Iowa Prison Industries	No Parking signs	185.90
Jerry's Pro Collision Center	Repair Ford Explorer	2,186.20
Kelly Supply Company	Supplies	5.61
	Supplies	70.09
	Supplies	4.83
Labconco Corporation	Lab supplies	186.85
Lappin Tire	Mount tire	35.80
	Tire repair	29.14
Mahaska Co Highway Dept	Fuel	1,782.48
	Fuel	43.45
	Fuel	1,941.25
Mahaska Communication Group LLC	Telephone services	151.29
	Telephone services	116.51
	Telephone services	63.66
	Telephone services	62.97
	Telephone services	53.55
	Telephone services	2,616.47
	Telephone services	45.24
	Telephone services	71.02
Mahaska Drug	Medications	24.18
Mahaska Health Partnership	Professional services	110.00
	Professional services	20.00
Malcom Lumber Window & Door Center	Supplies	11.80
	Roofing materials for parks	1,736.01
Martin Marietta Materials	Road stone	1,375.30
Mc Kim Tractor Service	Supplies	25.50
	Supplies	30.35
MidAmerican Energy	Utilities	17.65

	Utilities	605.08
	Utilities	352.39
	Utilities	10,495.03
	Utilities	125.19
MPT Iowa Inc	Computer repair - City Clerk	347.50
	Computer repair- Waste Water	120.00
MTI Distributing Inc	V belts	132.05
Norris Asphalt Paving Inc	Cold patch	1,839.60
Orscheln Farm & Home	Supplies	38.74
	Supplies	92.37
	Supplies	2.90
	Uniforms	16.99
	Hose	26.99
	Supplies	19.01
	Supplies	19.99
	Supplies	39.99
	Supplies	49.82
Oskaloosa Herald/Shopper	Publications	790.40
Oskaloosa Water Dept	March credit card fees	78.50
	Fax location service	83.25
Pitney Bowes Inc.	Postage machine lease	132.93
Quill Corporation	Janitorial supplies	21.59
	Janitorial supplies	213.23
	Office supplies	65.20
Racom Corporation	Video system repair	88.00
Scottsdale Insurance Company	Deductible for claims	1,100.79
Sherwin-Williams	Paint	105.96
Stephens Memorial Animal	City's contribution	21,500.00
Steven's Concrete LTD	Credit memo for inv 16452, 16454	-90.00
	Sidewalk repair	2,660.00
	Sidewalk repairs--A Ave and 3rd St	1,985.00
	Sidewalk repair	2,808.00
Surefire LLC	Batteries	48.15
Total Choice Shipping	Shipping charges	17.78
Trans-Iowa Equipment LLC	Return part	-275.00
	Skid for root cutter	313.50
True Value Hardware	Supplies	10.98
	Supplies	22.98
	Supplies	10.37
	Supplies	5.08
	Supplies	5.99
	Supplies	5.58
	Supplies	11.99
	Supplies	19.99
	Supplies	4.29
	Supplies	15.99
	Supplies	25.28
	Supplies	9.81
U.S. Cellular	Telephone services	102.91
UnityPoint Clinic-Occupational Medicine	Professional services	37.00
	Professional services	74.00
Utility Equipment Co	Storm grate	368.50

Verizon Wireless	Broadband services	334.77
Walmart Community/GECRB	Print cartridges	59.91
	Medications	4.00
	Cleaning supplies	194.01
	Medications	24.63
	Medications	93.50
	Medications	91.66
	Medications	28.19
	Office supplies	121.84
	Medications	71.00
Windstream	Telephone services	33.65
Zee Medical Inc.	Supplies	65.30
Zep Sales and Service	Cleansers	76.01
		<hr/>
		143,146.47



City of Oskaloosa, IA

MANUAL CHECK REPORT

AFLAC	AFLAC	243.32
AFLAC	AFLAC	243.32
Alex West	Reimburse Hazmat expense	86.50
Amazon	Library materials	2,764.49
Andrew L/Mauree A Haage & First National Bank Midwest	First time homebuyer loan	2,899.88
Bram/Melissa M. Vermeulen & First National Bank	First time homebuyer's loan	2,660.99
Colonial Life	Colonial Life	212.80
David Dixon	May legal fees	2,200.00
Delta Dental of Iowa	Dental insurance	414.00
Edward D Jones	Savings Edward Jones	300.00
Edward D Jones	Savings Edward Jones	300.00
Fidelity Security Life Insurance Company	Vision Insurance	185.86
Gladys Genskow	Petty cash - pool opening	230.00
Hawkeye Real Estate Trust	Purchase of property - 204 North C St	59,512.00
Helen Edgington & Hol Drainage Inc	Demolition loan - 401 N A St	4,000.00
I.U.P.A.T. District Council 81	Union dues	271.05
Iowa County Attorneys Association	Registration - B Rainey	60.00
John Wesley Beranek	Airport house flood clean-up	849.33
Local 636, IAFF	Fire union	180.00
Madison National Life	May life insurance premium	416.82
Mahaska County Auditor	Law Enforcement Center agreement	12,500.00
Michael Schrock Jr.	Reimburse advertising expense	74.25
Misty Dawne White-Reinier	May 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
Oskaloosa Community Schools	May local option sales tax	77,387.27
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
TK Concrete Inc	Payment #1 - East Mail Parking Lot reconstruction	19,630.80
United Way	United Way	25.00
Visa Card Center	Conference expense	61.60
		222,343.69
	May payroll	249,125.98
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: June 3, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 3

Consider approval of a renewal application for a Class C Beer Permit from Casey's Marketing Company dba Casey's General Store #2366, 1809 9th Avenue East.

EXPLANATION:

The application is complete and in order for approval.

Staff recommends approval.

BUDGET CONSIDERATION:

\$75.00 revenue to the General Fund.

ATTACHMENTS: None

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 4, 2012

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 4

Consider a resolution authorizing the use of public funds to aid economic development.

EXPLANATION:

In accordance with Iowa Code Chapter 15A1.1 before funds are expended for economic development City Council shall determine that a public purpose will be accomplished with the funds. This resolution outlines the use and public purpose for the funds that are budgeted for FY2013. The approval of this item is routine in nature.

Staff recommends approval of this resolution.

BUDGET CONSIDERATION:

\$32,500 from the General Fund

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE USE OF PUBLIC FUNDS TO AID ECONOMIC DEVELOPMENT

WHEREAS, the Oskaloosa City Council has appropriated funds in the 2013-2014 budget to aid economic development; and

WHEREAS, in accordance with Chapter 15A.1.1 economic development is a public purpose for which a city may provide grants, loans, guarantees, and other financial assistance to or for the benefit of private persons; and

WHEREAS, for the purposes of Chapter 15A.1.1 "Economic Development" means private or joint public and private investment involving the creation of new jobs and income or the retention of existing jobs and income that would otherwise be lost; and

WHEREAS, before public funds are used for grants, loans, or other financial assistance to private persons or on behalf of private persons for economic development, the governing body of the city dispensing those funds shall determine that a public purpose will reasonably be accomplished by the dispensing or use of those funds.

NOW, THEREFORE, BE IT RESOLVED, the Oskaloosa City Council determines that the following appropriations for 2013-2014 will assist in the creation of new jobs and income or the retention of existing jobs and income: Oskaloosa Area Chamber and Development Group \$30,000; Indian Hills Regional Development Corporation \$2,000 and Christmas Lighting \$500.

PASSED AND APPROVED this 3rd day of June, 2013.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE: CONSENT AGENDA – ITEM 5

Consider a motion approving Pay Request No. 2 to TK Concrete Inc., in the amount of \$141,650.19 for work completed on the East Mall Parking Improvements Project.

EXPLANATION:

The City of Oskaloosa has received Pay Request No. 2 from TK Concrete Inc., for work completed to date on the construction of the East Mall Parking Improvements Project. Garden & Associates and City Staff have 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 concrete pavement, sidewalk, subbase, excavation, subgrade preparation, compaction testing, storm sewer, subdrain, pavement removal, sidewalk removal, and other miscellaneous construction related items.

City staff recommends Council approve Pay Request No. 2 to TK Concrete Inc., in the amount of \$141,650.19 for work completed to date on the East Mall Parking Improvements Project.

BUDGET CONSIDERATION:

\$141,650.19 from the Parking Lot Improvement Project Fund.

RECOMMENDED ACTION: Consider approval of Pay Request No. 2 for the East Mall Parking Improvements Project to TK Concrete Inc., in the amount of \$141,650.19.

ATTACHMENTS:

Application for Payment # 2 and Letter from Garden & Associates.

APPLICATION FOR PAYMENT NO. 2

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: 5/23/13

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>\$ 169,769.46</u>
5. Retainage (Per Agreement):		
5% of Completed Work:	<u>\$ 8,488.47</u>	
0% of Stored Material:		
Total Retainage:		<u>\$ 8,488.47</u>
6. Total Completed and Stored to Date Less Retainage (4 minus 5):		<u>\$ 161,280.99</u>
7. Less Previous Application for Payments:		<u>\$ 19,630.80</u>
8. DUE THIS APPLICATION (6 MINUS 7)		<u>\$ 141,650.19</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

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

Payment of the above AMOUNT DUE THIS APPLICATION is requested.

Dated: 5/29/13 TK Concrete, Inc.
(CONTRACTOR)
By: Doc Van Man

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 5/29/13 Garden & Associates, Inc.
(ENGINEER)
By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated: _____ City of Oskaloosa, Iowa
(OWNER)

By: _____

ATTACHMENT NO. 1 TO PAY REQUEST NO. 2
 EAST PARKING RECONSTRUCTION - PENN CENTRAL MALL
 OSKALOOSA, IOWA
 G & A NO. 5112112

Application No.: 2 Date: 5/23/2013

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	75%	\$1,875.00	75%		\$1,875.00
2.	Excavation, Class 10	\$12.50	750	\$9,375.00	520	\$6,500.00	69%		\$6,500.00
3.	Subgrade Preparation	\$1.50	4,450	\$6,675.00	2850	\$4,275.00	64%		\$4,275.00
4.	Subbase, 6" Thick Modified Subbase (Granular)	\$5.50	4,450	\$24,475.00	2850	\$15,675.00	64%		\$15,675.00
5.	Subbase, 4" Thick IDOT Grad. No. 11, Class "A" (Granular)	\$4.00	617	\$2,468.00	253	\$1,012.00	41%		\$1,012.00
6.	Compaction Testing	XXXX	1	\$2,230.00	75%	\$1,687.50	75%		\$1,687.50
7.	Trench Compaction Testing	XXXX	1	\$400.00	100%	\$400.00	100%		\$400.00
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	910	\$5,460.00	82%		\$5,460.00
10.	Subdrain Outlets and Connections, CMP, 4"	\$200.00	4	\$800.00	2	\$400.00	50%		\$400.00
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	2850	\$88,350.00	65%		\$88,350.00
14.	PCC Pavement Samples and Testing	XXXX	1	\$2,000.00	50%	\$1,000.00	50%		\$1,000.00
15.	Removal of Sidewalk	\$6.00	140	\$840.00	60	\$360.00	43%		\$360.00
16.	PCC Sidewalk, 5" Thick	\$27.00	617	\$16,659.00	253	\$6,831.00	41%		\$6,831.00
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	64	\$1,600.00	44%		\$1,600.00
19.	Pavement Removal	\$4.75	4,300	\$20,425.00	2900	\$13,775.00	67%		\$13,775.00
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	50%	\$1,375.00	50%		\$1,375.00
23.	Mobilization	XXXX	1	\$7,000.00	100%	\$7,000.00	100%		\$7,000.00
SUBTOTALS				\$260,336.00		\$162,489.50			\$162,489.50
Additional work authorized by City for removal and replacement of unstable subgrade. Cost will be included in a final quantities contract change order.				\$7,279.96	100%	\$7,279.96	100%		\$7,279.96
TOTALS				\$267,615.96		\$169,769.46			\$169,769.46



GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

May 29, 2013

Akhilesh Pal, P.E.
City Engineer
City of Oskaloosa Public Works Department
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. 2 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 three copies and return one to the contractor along with a check in the amount of \$141,650.19, keep one for your file and return the other to our office.

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

Sincerely,

GARDEN & ASSOCIATES, LTD.

Robert A. Nielsen, P.E.

Enc: Pay App. No. 2 (3 copies)

RAN/ng

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE: CONSENT AGENDA – ITEM 6

Consider a motion approving Pay Request No. 1 to Norris Asphalt Paving Co. in the amount of \$157,100.50 for work completed on the South 7th Street Pavement Rehabilitation Project.

EXPLANATION:

The City of Oskaloosa has received Pay Request No. 1 from Norris Asphalt Paving Co. for work completed to date on the construction of the South 7th Street Pavement Rehabilitation Project. City Staff have 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 curb & gutter, pavement milling, partial depth patches, sidewalk, paved driveway, granular driveway, subbase, curb removal, driveway removal, excavation, staking, sidewalk removal, and other miscellaneous construction related items.

City staff recommends approval of Pay Request No. 1 to Norris Asphalt Paving Co. in the amount of \$157,100.50 for work completed to date on the South 7th Street Pavement Rehabilitation Project.

BUDGET CONSIDERATION:

\$157,100.50 from the Pavement Management Fund.

RECOMMENDED ACTION: Consider approval of Pay Request No. 1 for the South 7th Street Pavement Rehabilitation Project to Norris Asphalt Paving Co. in the amount of \$157,100.50.

ATTACHMENTS:

Application for Payment No. 1.

APPLICATION FOR PAYMENT NO. 1

To: City of Oskaloosa (JURISDICTION)
 From: Norris Asphalt Paving Company (CONTRACTOR)
 Contract: _____
 Project: South 7th Street Pavement Rehabilitation
 JURISDICTION'S Contract No. _____ ENGINEER'S Project No. _____
 For Work Accomplished Through the Date of: 5-24-2013

1.	Original Contract Price:	\$ 383,240.00
2.	Net Change by Change Orders and Written Amendments (+ or -):	\$ 0.00
3.	Current Contract Price (1 plus 2):	\$ 383,240.00
4.	Total Completed and Stored to Date:	\$ 165,368.95
5.	Retainage (Per Agreement):	
	5% of Completed Work:	\$ 8,268.45
	0% of Stored Material:	\$ 0
	Total Retainage:	\$ 8,268.45
6.	Total Completed and Stored to Date Less Retainage (4 minus 5):	\$ 157,100.50
7.	Less Previous Application for Payments:	\$ 0
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ 157,100.50

Accompanying Documentation: Attachment No. 1 to Pay Estimate No. 1

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from JURISDICTION 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 JURISDICTION at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to JURISDICTION indemnifying JURISDICTION 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: 3/28/13 _____
Norris Asphalt Paving Co
(CONTRACTOR)
 BY: Shawn J. Searns

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 3/28/13 _____
CITY OF OSKALOOSA
(ENGINEER)
 BY: Michael Kot

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated: _____
By: _____
(JURISDICTION)

Attachment No.1 to Pay Estimate No. 1
 South 7th Street Pavement Rehabilitation Project
 Contractor: Norris Asphalt Paving Co.
 Subcontractor: TK Concrete

Application No. 1

Date: 5/24/2013

No.	Item	Unit Price	Contract Quantity	Schedule of Values	Quantity Completed	Amount Totals	%	Pay Application #1 Totals
1	Mobilization	LS	1	\$9,000.00	0.5	\$4,500.00	50%	\$4,500.00
2	Staking	LS	1	\$6,000.00	0.8	\$4,800.00	80%	\$4,800.00
3	Excavation - Class 10, 12, or 13	\$12.50	1000	\$12,500.00	650	\$8,125.00	65%	\$8,125.00
4	Subbase, Granular	\$7.80	2250	\$17,550.00	1,462.5	\$11,407.50	65%	\$11,407.50
5	PCC Pavement, 9" Thick	\$45.00	200	\$9,000.00	0	\$0.00	0%	\$0.00
6	2' Curb and Gutter	\$19.60	3750	\$73,500.00	2,552	\$50,019.20	68%	\$50,019.20
7	HMA Overlay, 1M ESAL, 1" Leveling Course, 1.5" Surface Coarse	\$104.80	1150	\$120,520.00	0	\$0.00	0%	\$0.00
8	HMA Pavement Samples and Testing	LS	N/A	\$1,000.00	0	\$0.00	0%	\$0.00
9	Driveway Removal	\$9.00	285	\$2,565.00	204	\$1,836.00	72%	\$1,836.00
10	Sidewalk Removal	\$9.00	565	\$5,085.00	154	\$1,386.00	27%	\$1,386.00
11	Curb Removal	\$4.80	3400	\$16,320.00	2,552	\$12,249.60	75%	\$12,249.60
12	PCC Sidewalk, 4" Thick	\$33.00	300	\$9,900.00	19.33	\$637.89	6%	\$637.89
13	PCC Sidewalk Ramp, 6" Thick	\$41.00	265	\$10,865.00	134.66	\$5,521.06	51%	\$5,521.06
14	Detectable Warnings (4' x 2' Panels)	\$250.00	56	\$14,000.00	22	\$5,500.00	39%	\$5,500.00
15	PCC Paved Driveway, 6" Thick	\$41.00	315	\$12,915.00	204	\$8,364.00	65%	\$8,364.00
16	Driveway, Granular	\$25.00	20	\$500.00	10	\$250.00	50%	\$250.00
17	Pavement Milling	\$5.00	7650	\$38,250.00	7,576	\$37,880.00	99%	\$37,880.00
18	Conventional Seeding, Fertilizing, and Mulching	\$4,000.00	1.5	\$6,000.00	0	\$0.00	0%	\$0.00
19	Traffic Control	LS	1	\$12,270.00	0.25	\$3,067.50	25%	\$3,067.50
20	Water Valve Adjustments	\$250.00	18	\$4,500.00	0	\$0.00	0%	\$0.00
21	Manhole Adjustments	\$1,000.00	1	\$1,000.00	0	\$0.00	0%	\$0.00
	SUBTOTALS			\$383,240.00		\$155,543.75		\$155,543.75
22	Partial Depth Patches - Additional work authorized by City Staff. Cost will be included in the final quantities change order.	\$3.85	4,000	\$15,400.00	2,552	\$9,825.20	64%	\$9,825.20
	TOTALS			\$398,640.00		\$165,368.95		\$165,368.95

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: Jake McGee
Police Chief

ITEM TITLE: CONSENT AGENDA – ITEM 7

Consider a resolution approving 28E agreements for law enforcement personnel during RAGBRAI 2013.

EXPLANATION:

To provide for adequate law enforcement during RAGBRAI XLI, 28E agreements have been drafted by the City Attorney to use with other cities, counties and governing boards. This event will take place in Oskaloosa on Thursday, July 25, 2013 through Friday, July 26, 2013.

Following is a list of the cities, counties and governing boards who have agreed to provide law enforcement assistance to Oskaloosa:

City of New Sharon
City of Pella
City of Ottumwa
City of Fairfield
Marion County
Keokuk County
Keokuk County Conservation Board

BUDGET CONSIDERATION:

Payment of recording fees in the amount of \$119.50.

ATTACHMENTS:

Resolution
28E Agreements

RESOLUTION NO. _____

RESOLUTION APPROVING 28E AGREEMENTS FOR LAW
ENFORCEMENT PERSONNEL DURING RAGBRAI 2013

WHEREAS, the Register's Annual Great Bike Ride Across Iowa (RAGBRAI XLI) will be in Oskaloosa on July 25, 2013 for an overnight stop; and

WHEREAS, this event will bring into the city over 15,000 additional people for approximately 24 hours from the morning of July 25, 2013 to the morning of July 26, 2013; and

WHEREAS, this influx of people into Oskaloosa will require additional law enforcement officers to provide for the safety and welfare of the residents and visitors;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oskaloosa, Iowa, that they approve the Mutual Aid Agreements for law enforcement services for RAGBRAI XLI, and,

BE IT FURTHER RESOLVED that the Mayor of Oskaloosa is hereby authorized to sign said agreements on behalf of the City of Oskaloosa.

PASSED and approved this ___ day of _____ 2013

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

Prepared by David D. Dixon, City Attorney, City of Oskaloosa, 220 South Market Street, Oskaloosa, Iowa 52577 (641)673-9459.

MARION COUNTY

and

CITY OF OSKALOOSA

MUTUAL AID AGREEMENT

For

LAW ENFORCEMENT SERVICES
(RAGBRAI and KNOXVILLE NATIONALS)

ARTICLE I – LEGAL BASIS

Section 1. This Agreement is made pursuant to Chapter 28E of the Code of Iowa 2013 between Marion County and the City of Oskaloosa, Iowa.

ARTICLE II – IMPLEMENTATION OF THE AGREEMENT

Section 1. The City of Oskaloosa and Marion County shall enact a resolution of participation, which authorizes signature of the agreement.

Section 2. No special financing shall be required in order to effectuate this agreement.

ARTICLE III – COMMENCEMENT OF OPERATIONS

Section 1. This agreement shall take effect upon adoption of the agreement by each political subdivision and the filing of the agreement as required by Chapter 28E of the Code of Iowa, with the Mahaska County Recorder.

ARTICLE IV – DURATION AND AMENDMENT OF THE AGREEMENT

Section 1. Duration. This agreement shall be in effect from July 24, 2013 to August 12, 2013.

Section 2. Amendment. This agreement shall be subject to amendments as agreed to by both parties hereto.

ARTICLE V – PURPOSE

Section 1. The purpose of the agreement is to permit and provide for assistance on a reciprocal basis (mutual aid) between the parties to this agreement for law enforcement services and to provide for the public safety of citizens of both jurisdictions during RAGBRAI and Knoxville Nationals in July and August, 2013.

Section 2. This agreement is not intended to supersede or otherwise invalidate any other mutual aid agreements in which the parties to this agreement may be participating.

ARTICLE VI – ADMINISTRATION

Section 1. This agreement shall be administered by Oskaloosa Police Chief Jake McGree and the Marion County Sheriff _____, or their respective designee.

ARTICLE VII – MUTUAL AID PROCEDURES

Section 1. Requests for Assistance. A jurisdiction which is a party to this agreement may, when it determines that its own resources are unavailable to meet the demands generated by a need for public safety, request such assistance as it believes is necessary in order to respond adequately to those demands. As a general rule, the determination of need and the request for assistance shall be made by the highest law enforcement official of the requesting jurisdiction or his appropriate designee. As soon as the requesting jurisdiction shall determine that the mutual aid assistance it has received is no longer needed, it shall communicate such information to the jurisdiction(s) which provided that assistance. However, in the event of an emergency or the need to provide for the safety of the public, and/or peace officers, law enforcement officers may in their own discretion provide immediate law enforcement services.

Section 2. Responses to Requests for Assistance. Upon receiving a request for mutual aid assistance, the other jurisdiction participating in the mutual aid agreement shall provide such assistance, as they deem consistent with their existing obligations. A jurisdiction providing mutual aid shall retain the right to terminate that aid at any time if it determines such action is necessary.

Section 3. Supervision of Resources. As a general rule, mutual aid resources made available to another jurisdiction will remain under the control of the jurisdiction, which provided them.

They may, however, be given task assignments, objectives, priorities, and other directions from the jurisdiction which requested them.

ARTICLE VIII – LIABILITY AND EXPENSES

Section 1. Liability. Each jurisdiction participating in this agreement shall be solely liable for any damage or injury, which its personnel, property, or equipment may suffer except in cases of negligence or illegal acts by the other jurisdiction.

Section 2. Expenses. A jurisdiction responding to a request for mutual aid assistance shall assume all the operating expenses incurred which relate directly to the provision of that mutual aid. These expenses would include, but are not limited to, salaries, compensation, equipment, operating costs and fuel expenses. This provision shall apply in all cases unless prior written arrangements to the contrary have been made.

ARTICLE IX – TERMINATION OF THE AGREEMENT

Section 1. Either party may terminate this agreement by providing 30 days' written notice prior to the anniversary date of the agreement.

Date of Resolution

Date of Resolution

CITY OF OSKALOOSA

MARION COUNTY

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____

Prepared by David D. Dixon, City Attorney, City of Oskaloosa, 220 South Market Street, Oskaloosa, Iowa 52577 (641)673-9459.

CITY OF NEW SHARON
and

CITY OF OSKALOOSA

MUTUAL AID AGREEMENT
For
LAW ENFORCEMENT SERVICES
(RAGBRAI)

ARTICLE I – LEGAL BASIS

Section 1. This Agreement is made pursuant to Chapter 28E of the Code of Iowa 2013 between the City of New Sharon and the City of Oskaloosa, Iowa.

ARTICLE II – IMPLEMENTATION OF THE AGREEMENT

Section 1. The City of Oskaloosa and the City of New Sharon shall enact a resolution of participation, which authorizes signature of the agreement.

Section 2. No special financing shall be required in order to effectuate this agreement.

ARTICLE III – COMMENCEMENT OF OPERATIONS

Section 1. This agreement shall take effect upon adoption of the agreement by each political subdivision and the filing of the agreement as required by Chapter 28E of the Code of Iowa, with the Mahaska County Recorder.

ARTICLE IV – DURATION AND AMENDMENT OF THE AGREEMENT

Section 1. Duration. This agreement shall be in effect from July 24, 2013 to July 28, 2013.

Section 2. Amendment. This agreement shall be subject to amendments as agreed to by both parties hereto.

ARTICLE V – PURPOSE

Section 1. The purpose of the agreement is to permit and provide for assistance on a reciprocal basis (mutual aid) between the parties to this agreement for law enforcement services and to provide for the public safety of citizens of both jurisdictions during RAGBRAI in July 2013.

Section 2. This agreement is not intended to supersede or otherwise invalidate any other mutual aid agreements in which the parties to this agreement may be participating.

ARTICLE VI – ADMINISTRATION

Section 1. This agreement shall be administered by Oskaloosa Police Chief Jake McGree and the City of New Sharon Police Chief _____, or their respective designee.

ARTICLE VII – MUTUAL AID PROCEDURES

Section 1. Requests for Assistance. A jurisdiction which is a party to this agreement may, when it determines that its own resources are unavailable to meet the demands generated by a need for public safety, request such assistance as it believes is necessary in order to respond adequately to those demands. As a general rule, the determination of need and the request for assistance shall be made by the highest law enforcement official of the requesting jurisdiction or his appropriate designee. As soon as the requesting jurisdiction shall determine that the mutual aid assistance it has received is no longer needed, it shall communicate such information to the jurisdiction(s) which provided that assistance. However, in the event of an emergency or the need to provide for the safety of the public, and/or peace officers, law enforcement officers may in their own discretion provide immediate law enforcement services.

Section 2. Responses to Requests for Assistance. Upon receiving a request for mutual aid assistance, the other jurisdiction participating in the mutual aid agreement shall provide such assistance, as they deem consistent with their existing obligations. A jurisdiction providing mutual aid shall retain the right to terminate that aid at any time if it determines such action is necessary.

Section 3. Supervision of Resources. As a general rule, mutual aid resources made available to another jurisdiction will remain under the control of the jurisdiction, which provided them. They may, however, be given task assignments, objectives, priorities, and other directions from the jurisdiction which requested them.

ARTICLE VIII – LIABILITY AND EXPENSES

Section 1. Liability. Each jurisdiction participating in this agreement shall be solely liable for any damage or injury, which its personnel, property, or equipment may suffer except in cases of negligence or illegal acts by the other jurisdiction.

Section 2. Expenses. A jurisdiction responding to a request for mutual aid assistance shall assume all the operating expenses incurred which relate directly to the provision of that mutual aid. These expenses would include, but are not limited to, salaries, compensation, equipment, operating costs and fuel expenses. This provision shall apply in all cases unless prior written arrangements to the contrary have been made.

ARTICLE IX – TERMINATION OF THE AGREEMENT

Section 1. Either party may terminate this agreement by providing 30 days' written notice prior to the anniversary date of the agreement.

Date of Resolution

Date of Resolution

CITY OF OSKALOOSA

CITY OF NEW SHARON

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____

Prepared by David D. Dixon, City Attorney, City of Oskaloosa, 220 South Market Street, Oskaloosa, Iowa 52577 (641)673-9459.

KEOKUK COUNTY CONSERVATION BOARD
and

CITY OF OSKALOOSA

MUTUAL AID AGREEMENT
For
LAW ENFORCEMENT SERVICES
(RAGBRAI)

ARTICLE I – LEGAL BASIS

Section 1. This Agreement is made pursuant to Chapter 28E of the Code of Iowa 2013 between the Keokuk County Conservation Board and the City of Oskaloosa, Iowa.

ARTICLE II – IMPLEMENTATION OF THE AGREEMENT

Section 1. The City of Oskaloosa and the Keokuk County Conservation Board shall enact a resolution of participation, which authorizes signature of the agreement.

Section 2. No special financing shall be required in order to effectuate this agreement.

ARTICLE III – COMMENCEMENT OF OPERATIONS

Section 1. This agreement shall take effect upon adoption of the agreement by each political subdivision and the filing of the agreement as required by Chapter 28E of the Code of Iowa, with the Mahaska County Recorder.

ARTICLE IV – DURATION AND AMENDMENT OF THE AGREEMENT

Section 1. Duration. This agreement shall be in effect from July 24, 2013 to July 28, 2013.

Section 2. Amendment. This agreement shall be subject to amendments as agreed to by both parties hereto.

ARTICLE V – PURPOSE

Section 1. The purpose of the agreement is to permit and provide for assistance on a reciprocal basis (mutual aid) between the parties to this agreement for law enforcement services and to provide for the public safety of citizens of both jurisdictions during RAGBRI in July, 2013.

Section 2. This agreement is not intended to supersede or otherwise invalidate any other mutual aid agreements in which the parties to this agreement may be participating.

ARTICLE VI – ADMINISTRATION

Section 1. This agreement shall be administered by Oskaloosa Police Chief Jake McGree and the Keokuk County Conservation Board _____, or their respective designee.

ARTICLE VII – MUTUAL AID PROCEDURES

Section 1. Requests for Assistance. A jurisdiction which is a party to this agreement may, when it determines that its own resources are unavailable to meet the demands generated by a need for public safety, request such assistance as it believes is necessary in order to respond adequately to those demands. As a general rule, the determination of need and the request for assistance shall be made by the highest law enforcement official of the requesting jurisdiction or his appropriate designee. As soon as the requesting jurisdiction shall determine that the mutual aid assistance it has received is no longer needed, it shall communicate such information to the jurisdiction(s) which provided that assistance. However, in the event of an emergency or the need to provide for the safety of the public, and/or peace officers, law enforcement officers may in their own discretion provide immediate law enforcement services.

Section 2. Responses to Requests for Assistance. Upon receiving a request for mutual aid assistance, the other jurisdiction participating in the mutual aid agreement shall provide such assistance, as they deem consistent with their existing obligations. A jurisdiction providing mutual aid shall retain the right to terminate that aid at any time if it determines such action is necessary.

Section 3. Supervision of Resources. As a general rule, mutual aid resources made available to another jurisdiction will remain under the control of the jurisdiction, which provided them. They may, however, be given task assignments, objectives, priorities, and other directions from the jurisdiction which requested them.

ARTICLE VIII – LIABILITY AND EXPENSES

Section 1. Liability. Each jurisdiction participating in this agreement shall be solely liable for any damage or injury, which its personnel, property, or equipment may suffer except in cases of negligence or illegal acts by the other jurisdiction.

Section 2. Expenses. A jurisdiction responding to a request for mutual aid assistance shall assume all the operating expenses incurred which relate directly to the provision of that mutual aid. These expenses would include, but are not limited to, salaries, compensation, equipment, operating costs and fuel expenses. This provision shall apply in all cases unless prior written arrangements to the contrary have been made.

ARTICLE IX – TERMINATION OF THE AGREEMENT

Section 1. Either party may terminate this agreement by providing 30 days' written notice prior to the anniversary date of the agreement.

Date of Resolution

Date of Resolution

CITY OF OSKALOOSA

KEOKUK COUNTY
CONSERVATION BOARD

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____

Prepared by David D. Dixon, City Attorney, City of Oskaloosa, 220 South Market Street, Oskaloosa, Iowa 52577 (641)673-9459.

KEOKUK COUNTY
and
CITY OF OSKALOOSA
MUTUAL AID AGREEMENT
For
LAW ENFORCEMENT SERVICES
(RAGBRAI)

ARTICLE I – LEGAL BASIS

Section 1. This Agreement is made pursuant to Chapter 28E of the Code of Iowa 2013 between Keokuk County, Iowa and the City of Oskaloosa, Iowa.

ARTICLE II – IMPLEMENTATION OF THE AGREEMENT

Section 1. The City of Oskaloosa and Keokuk County, Iowa shall enact a resolution of participation, which authorizes signature of the agreement.

Section 2. No special financing shall be required in order to effectuate this agreement.

ARTICLE III – COMMENCEMENT OF OPERATIONS

Section 1. This agreement shall take effect upon adoption of the agreement by each political subdivision and the filing of the agreement as required by Chapter 28E of the Code of Iowa, with the Mahaska County Recorder.

ARTICLE IV – DURATION AND AMENDMENT OF THE AGREEMENT

Section 1. Duration. This agreement shall be in effect from July 24, 2013 to July 28, 2013.

Section 2. Amendment. This agreement shall be subject to amendments as agreed to by both parties hereto.

ARTICLE V – PURPOSE

Section 1. The purpose of the agreement is to permit and provide for assistance on a reciprocal basis (mutual aid) between the parties to this agreement for law enforcement services and to provide for the public safety of citizens of both jurisdictions during RAGBRI in July, 2013.

Section 2. This agreement is not intended to supersede or otherwise invalidate any other mutual aid agreements in which the parties to this agreement may be participating.

ARTICLE VI – ADMINISTRATION

Section 1. This agreement shall be administered by Oskaloosa Police Chief Jake McGree and Keokuk County Sheriff _____, or their respective designee.

ARTICLE VII – MUTUAL AID PROCEDURES

Section 1. Requests for Assistance. A jurisdiction which is a party to this agreement may, when it determines that its own resources are unavailable to meet the demands generated by a need for public safety, request such assistance as it believes is necessary in order to respond adequately to those demands. As a general rule, the determination of need and the request for assistance shall be made by the highest law enforcement official of the requesting jurisdiction or his appropriate designee. As soon as the requesting jurisdiction shall determine that the mutual aid assistance it has received is no longer needed, it shall communicate such information to the jurisdiction(s) which provided that assistance. However, in the event of an emergency or the need to provide for the safety of the public, and/or peace officers, law enforcement officers may in their own discretion provide immediate law enforcement services.

Section 2. Responses to Requests for Assistance. Upon receiving a request for mutual aid assistance, the other jurisdiction participating in the mutual aid agreement shall provide such assistance, as they deem consistent with their existing obligations. A jurisdiction providing mutual aid shall retain the right to terminate that aid at any time if it determines such action is necessary.

Section 3. Supervision of Resources. As a general rule, mutual aid resources made available to another jurisdiction will remain under the control of the jurisdiction, which provided them. They may, however, be given task assignments, objectives, priorities, and other directions from the jurisdiction which requested them.

ARTICLE VIII – LIABILITY AND EXPENSES

Section 1. Liability. Each jurisdiction participating in this agreement shall be solely liable for any damage or injury, which its personnel, property, or equipment may suffer except in cases of negligence or illegal acts by the other jurisdiction.

Section 2. Expenses. A jurisdiction responding to a request for mutual aid assistance shall assume all the operating expenses incurred which relate directly to the provision of that mutual aid. These expenses would include, but are not limited to, salaries, compensation, equipment, operating costs and fuel expenses. This provision shall apply in all cases unless prior written arrangements to the contrary have been made.

ARTICLE IX – TERMINATION OF THE AGREEMENT

Section 1. Either party may terminate this agreement by providing 30 days' written notice prior to the anniversary date of the agreement.

Date of Resolution

Date of Resolution

CITY OF OSKALOOSA

KEOKUK COUNTY

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____

Prepared by David D. Dixon, City Attorney, City of Oskaloosa, 220 South Market Street, Oskaloosa, Iowa 52577 (641)673-9459.

CITY OF OTTUMWA
and
CITY OF OSKALOOSA
MUTUAL AID AGREEMENT
For
LAW ENFORCEMENT SERVICES
(RAGBRAI)

ARTICLE I – LEGAL BASIS

Section 1. This Agreement is made pursuant to Chapter 28E of the Code of Iowa 2013 between the City of Ottumwa, Iowa and the City of Oskaloosa, Iowa.

ARTICLE II – IMPLEMENTATION OF THE AGREEMENT

Section 1. The City of Oskaloosa and the City of Ottumwa, Iowa shall enact a resolution of participation, which authorizes signature of the agreement.

Section 2. No special financing shall be required in order to effectuate this agreement.

ARTICLE III – COMMENCEMENT OF OPERATIONS

Section 1. This agreement shall take effect upon adoption of the agreement by each political subdivision and the filing of the agreement as required by Chapter 28E of the Code of Iowa, with the Mahaska County Recorder.

ARTICLE IV – DURATION AND AMENDMENT OF THE AGREEMENT

Section 1. Duration. This agreement shall be in effect from July 24, 2013 to July 28, 2013.

Section 2. Amendment. This agreement shall be subject to amendments as agreed to by both parties hereto.

ARTICLE V – PURPOSE

Section 1. The purpose of the agreement is to permit and provide for assistance on a reciprocal basis (mutual aid) between the parties to this agreement for law enforcement services and to provide for the public safety of citizens of both jurisdictions during RAGBRI in July, 2013.

Section 2. This agreement is not intended to supersede or otherwise invalidate any other mutual aid agreements in which the parties to this agreement may be participating.

ARTICLE VI – ADMINISTRATION

Section 1. This agreement shall be administered by Oskaloosa Police Chief Jake McGree and Ottumwa Police Chief _____, or their respective designee.

ARTICLE VII – MUTUAL AID PROCEDURES

Section 1. Requests for Assistance. A jurisdiction which is a party to this agreement may, when it determines that its own resources are unavailable to meet the demands generated by a need for public safety, request such assistance as it believes is necessary in order to respond adequately to those demands. As a general rule, the determination of need and the request for assistance shall be made by the highest law enforcement official of the requesting jurisdiction or his appropriate designee. As soon as the requesting jurisdiction shall determine that the mutual aid assistance it has received is no longer needed, it shall communicate such information to the jurisdiction(s) which provided that assistance. However, in the event of an emergency or the need to provide for the safety of the public, and/or peace officers, law enforcement officers may in their own discretion provide immediate law enforcement services.

Section 2. Responses to Requests for Assistance. Upon receiving a request for mutual aid assistance, the other jurisdiction participating in the mutual aid agreement shall provide such assistance, as they deem consistent with their existing obligations. A jurisdiction providing mutual aid shall retain the right to terminate that aid at any time if it determines such action is necessary.

Section 3. Supervision of Resources. As a general rule, mutual aid resources made available to another jurisdiction will remain under the control of the jurisdiction, which provided them. They may, however, be given task assignments, objectives, priorities, and other directions from the jurisdiction which requested them.

ARTICLE VIII – LIABILITY AND EXPENSES

Section 1. Liability. Each jurisdiction participating in this agreement shall be solely liable for any damage or injury, which its personnel, property, or equipment may suffer except in cases of negligence or illegal acts by the other jurisdiction.

Section 2. Expenses. A jurisdiction responding to a request for mutual aid assistance shall assume all the operating expenses incurred which relate directly to the provision of that mutual aid. These expenses would include, but are not limited to, salaries, compensation, equipment, operating costs and fuel expenses. This provision shall apply in all cases unless prior written arrangements to the contrary have been made.

ARTICLE IX – TERMINATION OF THE AGREEMENT

Section 1. Either party may terminate this agreement by providing 30 days' written notice prior to the anniversary date of the agreement.

Date of Resolution

Date of Resolution

CITY OF OSKALOOSA

CITY OF OTTUMWA

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____

Prepared by David D. Dixon, City Attorney, City of Oskaloosa, 220 South Market Street, Oskaloosa, Iowa 52577 (641)673-9459.

CITY OF FAIRFIELD
and
CITY OF OSKALOOSA
MUTUAL AID AGREEMENT
For
LAW ENFORCEMENT SERVICES
(RAGBRAI)

ARTICLE I – LEGAL BASIS

Section 1. This Agreement is made pursuant to Chapter 28E of the Code of Iowa 2013 between the City of Fairfield, Iowa and the City of Oskaloosa, Iowa.

ARTICLE II – IMPLEMENTATION OF THE AGREEMENT

Section 1. The City of Oskaloosa and the City of Fairfield, Iowa shall enact a resolution of participation, which authorizes signature of the agreement.

Section 2. No special financing shall be required in order to effectuate this agreement.

ARTICLE III – COMMENCEMENT OF OPERATIONS

Section 1. This agreement shall take effect upon adoption of the agreement by each political subdivision and the filing of the agreement as required by Chapter 28E of the Code of Iowa, with the Mahaska County Recorder.

ARTICLE IV – DURATION AND AMENDMENT OF THE AGREEMENT

Section 1. Duration. This agreement shall be in effect from July 24, 2013 to July 28, 2013.

Section 2. Amendment. This agreement shall be subject to amendments as agreed to by both parties hereto.

ARTICLE V – PURPOSE

Section 1. The purpose of the agreement is to permit and provide for assistance on a reciprocal basis (mutual aid) between the parties to this agreement for law enforcement services and to provide for the public safety of citizens of both jurisdictions during RAGBRI in July, 2013.

Section 2. This agreement is not intended to supersede or otherwise invalidate any other mutual aid agreements in which the parties to this agreement may be participating.

ARTICLE VI – ADMINISTRATION

Section 1. This agreement shall be administered by Oskaloosa Police Chief Jake McGree and Fairfield Police Chief _____, or their respective designee.

ARTICLE VII – MUTUAL AID PROCEDURES

Section 1. Requests for Assistance. A jurisdiction which is a party to this agreement may, when it determines that its own resources are unavailable to meet the demands generated by a need for public safety, request such assistance as it believes is necessary in order to respond adequately to those demands. As a general rule, the determination of need and the request for assistance shall be made by the highest law enforcement official of the requesting jurisdiction or his appropriate designee. As soon as the requesting jurisdiction shall determine that the mutual aid assistance it has received is no longer needed, it shall communicate such information to the jurisdiction(s) which provided that assistance. However, in the event of an emergency or the need to provide for the safety of the public, and/or peace officers, law enforcement officers may in their own discretion provide immediate law enforcement services.

Section 2. Responses to Requests for Assistance. Upon receiving a request for mutual aid assistance, the other jurisdiction participating in the mutual aid agreement shall provide such assistance, as they deem consistent with their existing obligations. A jurisdiction providing mutual aid shall retain the right to terminate that aid at any time if it determines such action is necessary.

Section 3. Supervision of Resources. As a general rule, mutual aid resources made available to another jurisdiction will remain under the control of the jurisdiction, which provided them. They may, however, be given task assignments, objectives, priorities, and other directions from the jurisdiction which requested them.

ARTICLE VIII – LIABILITY AND EXPENSES

Section 1. Liability. Each jurisdiction participating in this agreement shall be solely liable for any damage or injury, which its personnel, property, or equipment may suffer except in cases of negligence or illegal acts by the other jurisdiction.

Section 2. Expenses. A jurisdiction responding to a request for mutual aid assistance shall assume all the operating expenses incurred which relate directly to the provision of that mutual aid. These expenses would include, but are not limited to, salaries, compensation, equipment, operating costs and fuel expenses. This provision shall apply in all cases unless prior written arrangements to the contrary have been made.

ARTICLE IX – TERMINATION OF THE AGREEMENT

Section 1. Either party may terminate this agreement by providing 30 days' written notice prior to the anniversary date of the agreement.

Date of Resolution

Date of Resolution

CITY OF OSKALOOSA

CITY OF FAIRFIELD

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____

Prepared by David D. Dixon, City Attorney, City of Oskaloosa, 220 South Market Street, Oskaloosa, Iowa 52577 (641)673-9459

CITY OF PELLA IOWA
and

CITY OF OSKALOOSA

MUTUAL AID AGREEMENT
For
LAW ENFORCEMENT SERVICES
(RAGBRAI)

ARTICLE I – LEGAL BASIS

Section 1. This Agreement is made pursuant to Chapter 28E of the Code of Iowa 2013 between the City of Pella Iowa and the City of Oskaloosa, Iowa.

ARTICLE II – IMPLEMENTATION OF THE AGREEMENT

Section 1. The City of Oskaloosa and the City of Pella Iowa shall enact a resolution of participation, which authorizes signature of the agreement.

Section 2. No special financing shall be required in order to effectuate this agreement.

ARTICLE III – COMMENCEMENT OF OPERATIONS

Section 1. This agreement shall take effect upon adoption of the agreement by each political subdivision and the filing of the agreement as required by Chapter 28E of the Code of Iowa, with the Mahaska County Recorder.

ARTICLE IV – DURATION AND AMENDMENT OF THE AGREEMENT

Section 1. Duration. This agreement shall be in effect from July 24, 2013 to July 28, 2013.

Section 2. Amendment. This agreement shall be subject to amendments as agreed to by both parties hereto.

ARTICLE V – PURPOSE

Section 1. The purpose of the agreement is to permit and provide for assistance on a reciprocal basis (mutual aid) between the parties to this agreement for law enforcement services and to provide for the public safety of citizens of both jurisdictions during RAGBRAI in July 2013.

Section 2. This agreement is not intended to supersede or otherwise invalidate any other mutual aid agreements in which the parties to this agreement may be participating.

ARTICLE VI – ADMINISTRATION

Section 1. This agreement shall be administered by Oskaloosa Police Chief Jake McGree and Pella Police Chief _____, or their respective designee.

ARTICLE VII – MUTUAL AID PROCEDURES

Section 1. Requests for Assistance. A jurisdiction which is a party to this agreement may, when it determines that its own resources are unavailable to meet the demands generated by a need for public safety, request such assistance as it believes is necessary in order to respond adequately to those demands. As a general rule, the determination of need and the request for assistance shall be made by the highest law enforcement official of the requesting jurisdiction or his appropriate designee. As soon as the requesting jurisdiction shall determine that the mutual aid assistance it has received is no longer needed, it shall communicate such information to the jurisdiction(s) which provided that assistance. However, in the event of an emergency or the need to provide for the safety of the public, and/or peace officers, law enforcement officers may in their own discretion provide immediate law enforcement services.

Section 2. Responses to Requests for Assistance. Upon receiving a request for mutual aid assistance, the other jurisdiction participating in the mutual aid agreement shall provide such assistance, as they deem consistent with their existing obligations. A jurisdiction providing mutual aid shall retain the right to terminate that aid at any time if it determines such action is necessary.

Section 3. Supervision of Resources. As a general rule, mutual aid resources made available to another jurisdiction will remain under the control of the jurisdiction, which provided them. They may, however, be given task assignments, objectives, priorities, and other directions from the jurisdiction which requested them.

ARTICLE VIII – LIABILITY AND EXPENSES

Section 1. Liability. Each jurisdiction participating in this agreement shall be solely liable for any damage or injury, which its personnel, property, or equipment may suffer except in cases of negligence or illegal acts by the other jurisdiction.

Section 2. Expenses. A jurisdiction responding to a request for mutual aid assistance shall assume all the operating expenses incurred which relate directly to the provision of that mutual aid. These expenses would include, but are not limited to, salaries, compensation, equipment, operating costs and fuel expenses. This provision shall apply in all cases unless prior written arrangements to the contrary have been made.

ARTICLE IX – TERMINATION OF THE AGREEMENT

Section 1. Either party may terminate this agreement by providing 30 days' written notice prior to the anniversary date of the agreement.

Date of Resolution

Date of Resolution

CITY OF OSKALOOSA IOWA

CITY OF PELLA IOWA

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: CITY ATTORNEY

ITEM TITLE: CONSENT AGENDA – ITEM 8

Consider a resolution accepting the quit claim deed from Lisa Evans for real property generally located at 1212 & 1214 1st Avenue West, Oskaloosa, Iowa.

EXPLANATION:

Richard and Lisa Evans previously received funds from the City of Oskaloosa (Oskaloosa Housing Trust Fund) in the amount of \$4,000.00 and \$3,500.00 pursuant to a program for the demolition and rehab of dilapidated structures located at 1212 & 1214 1st Avenue West, and in exchange gave the City liens upon the two parcels of real estate. The properties were never redeveloped and under the terms and conditions of the Forgivable Loan Agreements, the amounts otherwise are payable to the City. The Evans' have since divorced and title to the properties was passed to Lisa Evans. Lisa Evans has agreed to deed the properties to the City in satisfaction of the two liens, and a formal resolution accepting the deed back is required to appear of record. Acceptance of the offer to convey the real estate in lieu of loan repayment is subject to Oskaloosa Housing Trust Fund Committee approval.

BUDGET CONSIDERATION:

Recoup collateral to offset amounts previously loaned by the City.

ATTACHMENTS:

Resolution and deed.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING THE QUIT CLAIM DEED
FROM LISA EVANS FOR REAL PROPERTY GENERALLY
LOCATED AT 1212 & 1214 1ST AVENUE WEST, OSKALOOSA, IOWA**

WHEREAS, Lisa Evans, the owner of real property generally located at 1212 & 1214 1st Avenue West received a Demolition Loan on October 1, 1997 in the amount of \$3,500 and a second Demolition Loan on January 21, 2000 in the amount of \$4,000; and

WHEREAS, a requirement of the Loan Program is for the repayment of the loan to be in the amount shown in the Promissory Note if the property is not redeveloped; and

WHEREAS, improvements were not made to these properties within two years of the loan date and the loan was never paid back plus 5% interest; and

WHEREAS, Lisa Evans has offered to convey this real estate to the City of Oskaloosa in lieu of loan repayment; and

WHEREAS, the offer to convey the real estate in lieu of loan repayment is pending Oskaloosa Housing Trust Fund approval; and

WHEREAS, the real estate is described in the Quit Claim Deed, copies of which are attached hereto and by this reference made a part hereof; and

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

1. The City of Oskaloosa accepts the Quit Claim Deed hereinabove identified conveying the real estate therein described.
2. The Mayor and City Clerk are authorized and directed to complete and deliver the Quit Claim Deed to the Recorder of Mahaska County, Iowa to be placed on record among the real estate records of Mahaska County, Iowa, pending the approval and waiver of loan repayment by the Oskaloosa Housing Trust Fund.

PASSED AND APPROVED this 3rd day of June, 2013.

[SIGNATURES TO FOLLOW]



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration,
Lisa Evans, single person. do hereby

Quit Claim to City of Oskaloosa, Iowa. all our right, title, interest, estate,
claim and demand in the following described real estate in Mahaska County, Iowa:
Lot 13 of Lord & Anderson's Addition to the City of Oskaloosa, IA, except the East 1.5 feet thereof, in
Section 13, Township 75, Range 16, together with and subject to all easements and restrictions of
record.

East 1.5 feet of Lot Thirteen and the West 40 feet of Lot Fourteen of Lord and Anderson's Addition to
the City of Oskaloosa.

Less than \$500.00 in consideration.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and
to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the
singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 5-10-13

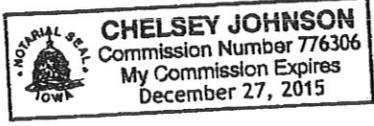
Lisa Evans (Grantor) _____ (Grantor)

_____ (Grantor) _____ (Grantor)

_____ (Grantor) _____ (Grantor)

STATE OF IOWA, COUNTY OF Mahaska
This instrument was acknowledged before me on 5-10-13, by Lisa Evans.

Chelsey Johnson, Notary Public



22



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: CITY MANAGER'S OFFICE

ITEM TITLE: CONSENT AGENDA – ITEM 9

Consider a resolution approving a purchase agreement for real estate located at 902 6th Avenue West.

EXPLANATION:

Staff has identified 902 6th Avenue West as a property to acquire and subsequently demolish. The staff's recommendation is to return the property to green space, and approach the neighboring property to the west to discuss their interest in acquiring the property.

A purchase agreement in the amount of \$13,000.00 has been tentatively reached by the parties; however city council approval is required to finalize the transaction. The property is assessed by Mahaska County at \$17,920.

If the property is acquired, approximately \$374.00 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 \$138.00.

BUDGET CONSIDERATION:

The FY 2013 amended budget includes approximately \$150,000 set aside in the General Fund for the purposes of acquiring and demolishing properties. 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 902 6TH AVENUE WEST**

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

WHEREAS, staff has identified 902 6th Avenue West as a property to acquire and subsequently demolish; and

WHEREAS, a purchase agreement in the amount of \$13,000 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 Dennis A. Kirby.

Passed and approved this 3rd day of June, 2013.

David Krutzfeldt, Mayor

Attest:

Amy Miller, City Clerk



OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Dennis A. Kirby _____, Sellers:

1. **REAL ESTATE DESCRIPTION.** The Buyers offer to buy real estate in Mahaska County, Iowa, described as follows:

that property located at 902 6th Avenue West, Oskaloosa Iowa, believed to be described as the East 41 feet of Lot 1 of Lot 22 of Ninde Williams & Co Addition to the City of Oskaloosa Iowa (precise legal description to be supplied)

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways, and d. (consider: liens, mineral rights; other easements; interests of others.) _____

designated the Real Estate; provided Buyers, on possession, are permitted to make the following use of the Real Estate: _____

2. **PRICE.** The purchase price shall be \$ 13,000.00 _____, payable at Mahaska County, Iowa, as follows:

Buyer shall pay to Seller the purchase price in full upon closing

3. **REAL ESTATE TAXES.** Sellers shall pay real estate taxes prorated to the date of possession

and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.**

- A. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this offer.
- B. If A. IS STRICKEN, then Sellers shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
- C. All other special assessments shall be paid by Buyers.

5. **RISK OF LOSS AND INSURANCE.** Risk of loss prior to Seller's delivery of possession of the Real Estate to Buyers shall be as follows:

- A. All risk of loss shall remain with Sellers until possession of the Real Estate shall be delivered to Buyers.
- B. IF A. IS STRICKEN, Sellers shall maintain \$ _____ of fire, windstorm and extended coverage insurance on the Real Estate until possession is given to Buyers and shall promptly secure endorsements to the appropriate insurance policies naming Buyers as additional insureds as their interests may appear. Risk of loss from such insured hazards shall be on Buyers after Sellers have performed under this paragraph and notified Buyers of such performance. Buyers, if they desire, may obtain additional insurance to cover such risk.

6. **CARE AND MAINTENANCE.** The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyers, provided, however, if 5.a. is stricken and there is loss or destruction of all or any part of the Real Estate from causes covered by the insurance maintained by Sellers, Buyers agree to accept such damaged or destroyed Real Estate together with such insurance proceeds in lieu of the Real Estate in its present condition and Sellers shall not be required to repair or replace same.

7. **POSSESSION.** If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers on June 20th, 2013, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.

8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)

9. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

10. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

11. **DEED.** Upon payment of the purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in 1 a. through 1 .d. Any general warranties of title shall extend only to the time of acceptance of this offer, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding acceptance of this offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full rights of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 11.

13. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.

14. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

15. **REMEDIES OF THE PARTIES**

- A. If Buyers fail to timely perform this contract, Sellers may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.
- B. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.
- C. Buyers and Sellers also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

16. **STATEMENT AS TO LIENS.** If Buyers intend to assume or take subject to a lien on the Real Estate, Sellers shall furnish Buyers with a written statement from the holder of such lien, showing the correct balance due.

17. **SUBSEQUENT CONTRACT.** Any real estate contract executed in performance of this contract shall be on a form of the Iowa State Bar Association.

18. **APPROVAL OF COURT.** If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.

19. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.

20. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

21. **CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

22. **TIME FOR ACCEPTANCE.** If this offer is not accepted by Sellers on or before 05/15/2013 it shall become void and all payments shall be repaid to the Buyers.

23. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

- A. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
- B. ~~The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~
- C. ~~Seller and Buyer agree that this transaction is exempt from the time of transfer inspection requirements by reason that _____.~~

24. **OTHER PROVISIONS.**

1. Seller shall cause the trailer and any structures located upon the premises to be removed by the time of closing at Seller's expense.
2. This offer is contingent upon the approval of the Oskaloosa City Council, and in the event the approval is not obtained, this agreement shall become null and void.

Accepted _____

SELLERS

X Dennis A. Kirby

Print Name Dennis A. Kirby

SS# _____

Print Name _____

SS# _____

Address :
911 North E Street, Oskaloosa, IA 52577

Telephone: _____

Dated _____

BUYERS

[Signature] City Atty.

Print Name City of Oskaloosa Iowa

SS# _____

Print Name _____

SS# _____

Address : _____

Telephone: _____

Summary

Parcel ID 1024106006
 Office Map 938
 Property Address 902 6th Ave West
 Oskaloosa
 Sec/Twp/Rng 24-75-16
 Brief Legal Description E 41' LOT 1 OF LOT 2 2 NINDE WILLIAMS & C O ADD
 (Note: Not to be used on legal documents)
 Document(s) REC: 267-404
 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) Kirby, Dennis A 911 N E St Oskaloosa, IA 52577-1722		

Land

Lot Dimensions Regular Lot: 41.00 x 99.00
 Lot Area 0.09 Acres; 4,059 SF

Residential Dwellings

Residential Dwelling Occupancy Single-Family / Owner Occupied
 Style Mfd Home (Single)
 Architectural Style N/A
 Year Built 1991
 Condition Poor
 Grade [what's this?](#) N/A
 Brick or Stone Veneer
 Total Gross Living Area 672 SF
 Attic Type None;
 Basement Area Type None
 Basement Area
 Basement Finished Area
 Plumbing 1 Full Bath;
 Fireplaces
 Porches
 Decks
 Additions
 Garages

Sales

Date	Seller	Buyer	Recording	NUTC	Type	Multi Parcel	Amount
11/6/1995			267-404	No Consideration	Warranty Deed		\$0.00

Valuation

	2013	2012	2011	2010
+ Land	\$5,780	\$5,780	\$4,310	\$4,310
+ Building	\$12,140	\$12,140	\$14,900	\$14,900
= Total Assessed Value	\$17,920	\$17,920	\$19,210	\$19,210

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

Taxation

	2012	2011	2010
+ Taxable Land Value	\$3,053	\$2,187	\$2,092
+ Taxable Building Value	\$6,412	\$7,562	\$7,231
+ Taxable Dwelling Value	\$0	\$0	\$0
= Gross Taxable Value	\$9,465	\$9,749	\$9,323
- Military Exemption	\$0	\$0	\$0
= Net Taxable Value	\$9,465	\$9,749	\$9,323
x Levy Rate (per \$1000 of value)	0.00000	38.36108	41.30253
= Gross Taxes Due	\$0.00	\$373.98	\$385.06
- 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		\$0.00	\$0.00
- Prepaid Tax		\$0.00	\$0.00
= Net Taxes Due		\$374.00	\$386.00

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	\$187	Yes	4/30/2013	14033
	September 2012	\$187	Yes	9/25/2012	
2010	March 2012	\$193	Yes	4/24/2012	14049
	September 2011	\$193	Yes	10/7/2011	
2009	March 2011	\$188	Yes	5/17/2011	14014
	September 2010	\$188	Yes	11/18/2010	
2008	March 2010	\$181	Yes	5/25/2010	13997
	September 2009	\$181	Yes	10/29/2009	

Iowa Land Records

[REC: 267-404 \(\)](#)

Photos



Sketches



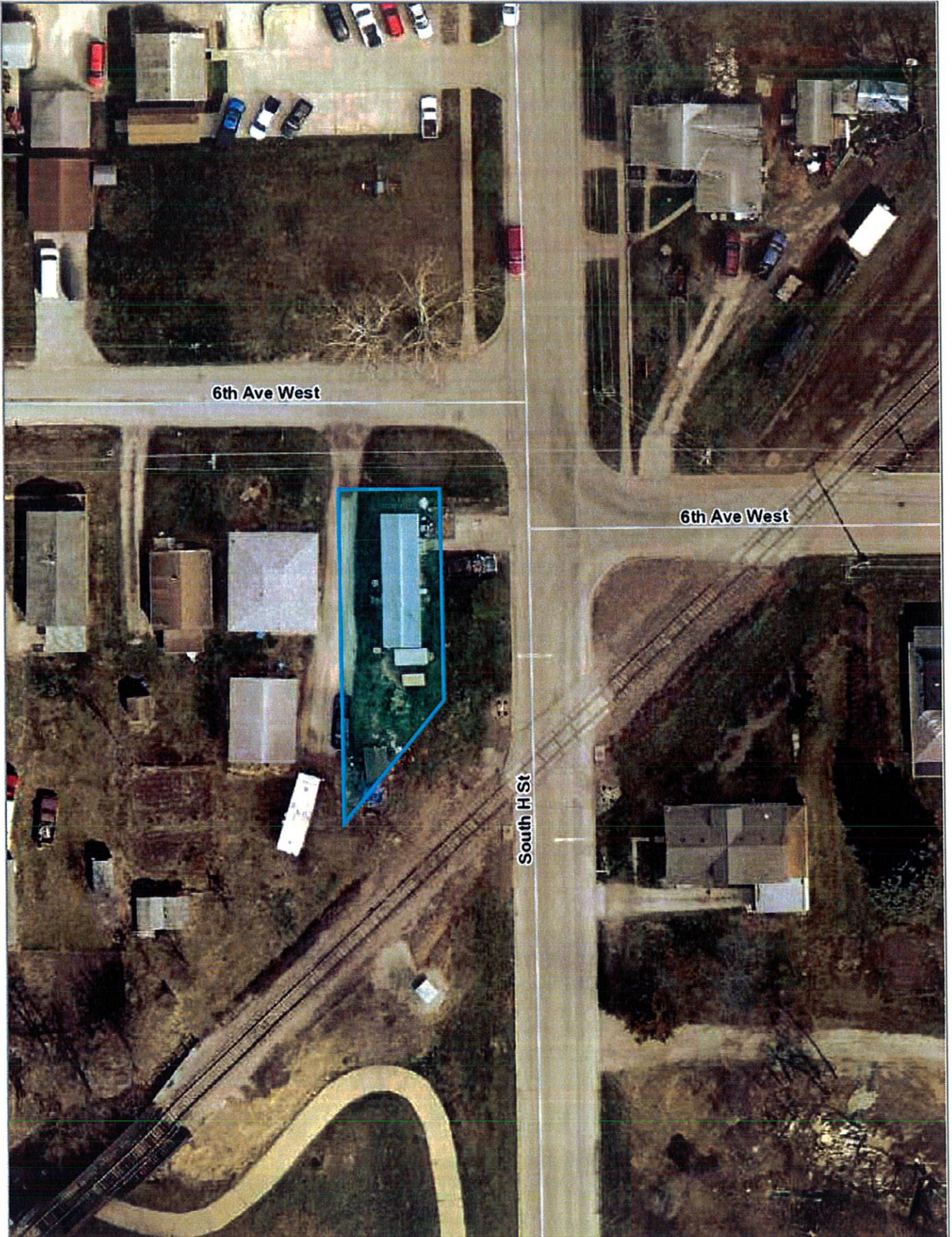
Real Estate Changes

[Click here for the Assessor's form to report real estate changes.](#)

No data available for the following modules: Commercial Buildings, Agricultural Buildings, Yard Extras, Tax Sale Certificate. [Click here for help.](#)

Disclaimer: The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, express or implied, is provided for the data herein, or its use. *Special assessments not shown.* When using this information for payment purposes or for closing information please contact the Treasurer's office at (641)673-5482.

Last Data Upload: 5/28/2013 11:23:35 PM



6th Ave West

6th Ave West

South H St

03/18/2012

W N E S

+

-

Switch to Community View



OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE: CONSENT AGENDA – ITEM 10

Consider a resolution accepting the completion of the North Green Street Paving Project, and approving Payment No. 7 (final retainage) in the amount of \$19,078.11 to Cornerstone Excavating, Inc.

EXPLANATION:

Cornerstone Excavating, Inc. has completed the North Green Street Paving Project in accordance with the contract documents. This project included new concrete pavement, driveway approaches, curb and gutter with intakes, storm drains, sidewalks, and water main relocations on North Green Street from M Avenue West to 2,950 feet north of M Avenue West.

The final contract amount for the completed work is \$953,905.34 with a net decrease of \$26,055.06 from the original contract amount awarded at the May 7, 2012 City Council meeting. The City Council at their February 4, 2013 meeting approved to reduce the final retainage on the construction contract from 5% (47,695.27) to 2% (\$19,078.11) for substantial work completion.

With City Council approval, this project will be accepted as complete, and the retainage, Payment No. 7, will be released in the amount of \$19,078.11. The work included in this pay estimate includes seeding, pavement joint sealing, cleaning, and pavement surface smoothness correction. The attached pay request for work completed on this project has been reviewed by Garden & Associates and is recommended for payment.

BUDGET CONSIDERATION:

\$19,078.11 for final retainage, Payment No. 7, from the North Green Street Paving Project Fund.

RECOMMENDED ACTION: Consider accepting the completion of this project, approving the release of the final retainage, Payment No. 7, in the amount of \$19,078.11 to Cornerstone Excavating, Inc.

ATTACHMENTS:

Resolution and Application for Payment No. 7 with related documents.

Note: 'Statement of Project completion' will be distributed prior to the City Council Meeting.

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE WORK OF CORNERSTONE EXCAVATING, INC. FOR
THE NORTH GREEN STREET PAVING PROJECT

WHEREAS, the City of Oskaloosa, Iowa entered into a contract with Cornerstone
Excavating, Inc. for the "North Green Street Paving Project"; and

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

WHEREAS, the total cost of the completed work is \$953,905.34; and

WHEREAS, this project involved concrete pavement construction, curb and
gutter with intakes, storm drains, sidewalks, and water main relocations; and

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

Section 1. That it is hereby found and determined that the work on the North
Green Street Paving Project has been duly and fully completed by the contractor in
accordance with the terms of the contract and the same is hereby accepted and
approved.

Section 2. That it is hereby found and determined that the total cost of said
project is in the amount of \$953,905.34. The retainage amount of \$19,078.11 is hereby
approved to be released to the Contractor.

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

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

PASSED AND APPROVED the _____ day of June, 2013.

David Krutzfeldt , Mayor

ATTEST: _____
Amy Miller, City Clerk

APPLICATION FOR PAYMENT NO. 7 - FINAL

To: City of Oskaloosa (OWNER)

From: Cornerstone Excavating, Inc. (CONTRACTOR)

Contract: North Green Street Improvement Project - Oskaloosa, Iowa

Project: North Green Street Improvement Project - Oskaloosa, Iowa

OWNER's Contract No.: _____ ENGINEER's Project No.: 5010024

For Work Accomplished Through the Date of: 5/28/13

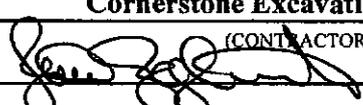
1. Original Contract Price:	\$ 979,960.40
2. Net Change by Change Orders and Written Amendments (+ or -):	\$ (26,055.06)
3. Current Contract Price (1 plus 2):	\$ 953,905.34
4. Total Completed and Stored to Date:	\$ 953,905.34
5. Retainage (Per Agreement):	
0% of Completed Work:	\$ -
0% of Stored Material:	_____
Total Retainage:	\$ -
6. Total Completed and Stored to Date Less Retainage (4 minus 5):	\$ 953,905.34
7. Less Previous Application for Payments:	\$ 934,827.23
8. DUE THIS APPLICATION (6 MINUS 7)	\$ 19,078.11

Accompanying Documentation:

CONTRACTOR'S Certification:

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

Payment of the above AMOUNT DUE THIS APPLICATION is requested.

Dated: 5-28-13 Cornerstone Excavating
 By:  (CONTRACTOR)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: _____ Garden & Associates, Inc.
 By: _____ (ENGINEER)

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated: _____ City of Oskaloosa, Iowa
 By: _____ (OWNER)



FINAL UNCONDITIONAL WAIVER

My/our contract with Cornerstone Excavating Inc
(Contractor's Name)

to provide Pipe & Related Materials for the improvements of the
property described as: North Green Street, Oskaloosa IA

having been fully paid and satisfied in the amount of \$30,609.84

all my/our construction lien rights against such property are hereby waived and released.

HD Supply Waterworks Ltd

By: 
(Signature of lien claimant)

Title: Credit Manager

Address: 2800 SE Gateway Drive
Grimes IA 50111

Telephone: (515) 259-8039

Signed on: May 23rd, 2013
(Date)

DO NOT SIGN BLANK OR INCOMPLETE FORMS. PLEASE RETAIN A COPY.



1320 West Main St
 PO Box 928
 Washington IA 52353
 Phone: (319) 653-3957
 Fax: (319) 653-9067

FINAL LIEN WAIVER

Streb Construction Co., Inc. has received payment in full for all labor, material, supplies,
 (Name of Supplier)

or equipment supplied to Cornerstone Excavating, Inc. in the construction upon the

property located at: North Green Street Improvements Project, Oskaloosa, Iowa
 (Address)

and furnished in the execution and fulfillment of contract between said Contractor and

City of Oskaloosa
 (Name of Property Owner)

dated

5/23/2013

does hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or
 description whatsoever, against said property and the Owner thereof, and against said Contractor.

May 23, 2013
 (Date)

Streb Construction Co., Inc.
 (Company Name)

By:

Daniel J. Streb
 (Signature)

PRESIDENT
 (Title)



1320 West Main St
PO Box 928
Washington IA 52353
Phone: (319) 653-3957
Fax: (319) 653-9067

FINAL LIEN WAIVER

Quality Traffic Control, Inc. has received payment in full for all labor, material, supplies,
(Name of Supplier)

or equipment supplied to Cornerstone Excavating, Inc. in the construction upon the

property located at: North Green Street Improvements Project, Oskaloosa, Iowa
(Address)

and furnished in the execution and fulfillment of contract between said Contractor and

City of Oskaloosa
(Name of Property Owner)

dated

5/23/2013

does hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the Owner thereof, and against said Contractor.

May 24, 13
(Date)

Quality Traffic Control, Inc.
(Company Name)

By: Ronda Hoyle
(Signature)

Office Manager
(Title)



1320 West Main St
PO Box 928
Washington IA 52353
Phone: (319) 653-3957
Fax: (319) 653-9067

FINAL LIEN WAIVER

Iowa Bridge & Culvert, LC
(Name of Supplier)

has received payment in full for all labor, material, supplies,

or equipment supplied to Cornerstone Excavating, Inc. in the construction upon the

property located at: North Green Street Improvements Project, Oskaloosa, Iowa
(Address)

and furnished in the execution and fulfillment of contract between said Contractor and

City of Oskaloosa
(Name of Property Owner)

dated

5/23/2013

does hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the Owner thereof, and against said Contractor.

5/23/13
(Date)

Iowa Bridge & Culvert, LC
(Company Name)

By:

[Signature]
(Signature)

[Initials]
(Title)



1320 West Main St
PO Box 928
Washington IA 52353
Phone: (319) 653-3957
Fax: (319) 653-9067

FINAL LIEN WAIVER

Douds Stone, Inc. has received payment in full for all labor, material, supplies,
(Name of Supplier)
or equipment supplied to Cornerstone Excavating, Inc. in the construction upon the
property located at: North Green Street Improvements Project, Oskaloosa, Iowa
(Address)

and furnished in the execution and fulfillment of contract between said Contractor and

City of Oskaloosa dated 5/23/2013
(Name of Property Owner)

does hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or
description whatsoever, against said property and the Owner thereof, and against said Contractor.

5-24-2013
(Date)

Douds Stone, Inc.
(Company Name)
By: Chuck Manson
(Signature)
General Manager
(Title)



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: CITY ATTORNEY

ITEM TITLE: CONSENT AGENDA – 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. (3rd 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. 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. (3rd 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
Ron Krusemark, Mayor

ATTEST:

Marilyn Sears
Marilyn Sears, City Clerk

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

Marilyn Sears
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 2.88.040 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: June 3, 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) 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).
- c) 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.



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE:

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. (3rd reading)

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:

Approve the third reading adopting the ordinance.

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)

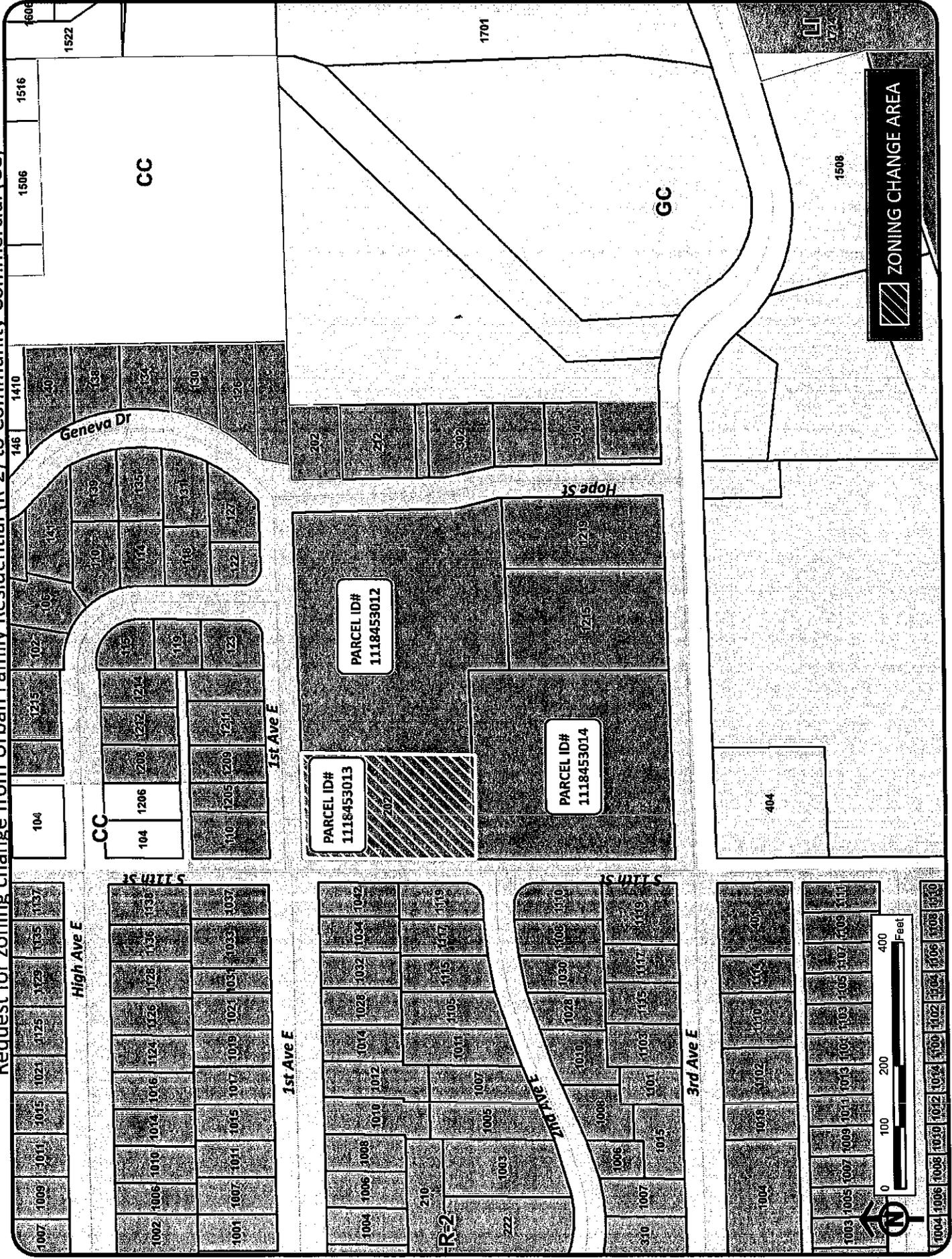


Table 17.08b
Permitted Uses by Zoning Districts

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	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
>

CEIV
2/22/2013

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

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE:

Consider a resolution adopting the proposal for employee life insurance from National Insurance Services, health insurance from Sun Life Financial with First Administrators Inc. as administrator and Select First PPO and the flex plan administered by First Administrators Inc. for fiscal year 2014.

EXPLANATION:

Brad Reiman, Bearence Management Group, will be present to review the proposal for employee life insurance, health insurance and flex plan for fiscal year 2014.

The current monthly premium charged to City departments for single is \$483 and \$1,162 for family. The City budgeted the same for fiscal year 2014 with \$483 for single and \$1,162 for family premiums. Suggested premiums are stated at \$613 for single and \$1,580 for family. This means the City may be using accumulated fund balance to make up the difference.

Staff recommends review of plans and approval of the employee life insurance, health insurance and flex plan for fiscal year 2014.

BUDGET CONSIDERATION:

The estimated annual maximum cost associated with the recommended insurance plan is \$918,131. This item is specifically included in the FY2014 city council approved budget in the amount of \$724,920. Total cost for the insurance may vary due to loss experience for the year. However, a fund balance of \$848,232 exists as of May 23, 2013.

ATTACHMENTS:

Resolution
July 1, 2013 Insurance renewal proposal

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PROPOSAL FOR EMPLOYEE LIFE INSURANCE FROM NATIONAL INSURANCE SERVICES, HEALTH INSURANCE FROM SUN LIFE FINANCIAL WITH FIRST ADMINISTRATORS INC. AS ADMINISTRATOR AND SELECT FIRST PPO AND THE FLEX PLAN ADMINISTERED BY FIRST ADMINISTRATORS INC. FOR FISCAL YEAR 2014

WHEREAS, the City Council annually renews the employee life insurance, health insurance and flex plan as shown on the attached renewal proposal; and

WHEREAS, insurance coverage for the police, fire and maintenance employees are established by Collective Bargaining Agreements with P.P.M.E. Local 2003, I.U.P.A.T and IAFF Local 636; and,

WHEREAS, the remaining city employees are covered under the city's employee handbook.

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Oskaloosa, Iowa, that upon review of the proposal for employee life insurance from National Insurance Services, health insurance from Sun Life Financial with First Administrators Inc. as administrator and Select First PPO and the flex plan administered by First Administrators Inc. as prepared and presented, hereby approve and adopt said renewal proposal effective July 1, 2013.

PASSED AND ADOPTED this 3rd day of June, 2013.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

JULY 1, 2013 RENEWAL PROPOSAL PREPARED FOR:

City of Oskaloosa Council Meeting

PRESENTED BY:
Bradley Reiman, LUTCF
Senior Risk Consultant

Bearence Management Group
1045 76th St.
Ste. 4000
West Des Moines, IA 50266

Monday, June 03, 2013

*NOTE: The information attached is not meant as a statement of coverage, but rather as a guide to major points of coverage.
For specific details, please refer directly to the policy itself.*

Table of Contents

- Group Term Life and Accidental Death & Dismemberment Renewal Cost Analysis
- Network Provider Savings Report
- Medical Renewal Cost Analysis
- Flex Spending Account Renewal Cost Analysis
- Medical History

City of Oskaloosa

Basic Group Term Life and Accidental Death & Dismemberment Renewal Cost Analysis

Insurance Carrier	Madison National Life Insurance Company	
Eligibility	All Eligible Fulltime Employees	
Death Benefit	\$10,000	
Maximum Benefit	\$10,000	
Guarantee Issue Limit (Incoordination with Voluntary Life Insurance)	\$10,000	
Minimum Benefit	\$10,000	
Accident Benefit	Equal to Life	
Dismemberment Benefit	Based on Loss	
Reduction Schedule: Reduces to	65% at Age 70; 50% at Age 75; termination upon retirement	
Basic Life Contribution Status	Non-contributory; 100% Participation Required	
Rate Guarantee	Until July 1, 2014	
	Current	Renewal
	July 1, 2012	July 1, 2013
Covered Life/AD&D Volume	\$570,000	\$570,000
Life Rate per \$1,000	\$0.148	\$0.148
AD&D Rate per \$1,000	\$0.020	\$0.020
Administration Fee per \$1,000	\$0.007	\$0.007
Monthly Life/AD&D Premium	\$99.75	\$99.75
Annual Life/AD&D Premium	\$1,197.00	\$1,197.00
\$ Change from Current		\$0.00
% Change from Current		0.00%

This is a summary of benefits; It is not intended to be all inclusive.

City of Oskaloosa

Network Provider Savings Report

Medical Networks	Billed Charges	Network Savings	% of Savings
SelectFirst	\$483,429.00	\$165,438.00	34.2%
Medical Network Totals	\$483,429.00	\$165,438.00	34.2%

City of Oskaloosa

Medical Renewal Cost Analysis

	<i>Singles Participants</i>		
	14		14
	43		43
Total Participants in April 2013	57		57
Renewal Date: July 1, 2013			
Reinsurance Specifications	Current	Renewal	Option
Specific Reimbursement	Unlimited	Unlimited	Unlimited
Covered Specific Deductible	\$40,000	\$40,000	\$40,000
Aggregate Attachment	125%	125%	125%
Covered Benefits: Specific	Medical & Rx	Medical & Rx	Medical & Rx
Covered Benefits: Aggregate	Medical & Rx	Medical & Rx	Medical & Rx
Contract Type: Specific & Aggregate	Paid	Paid	24/12
Administration Fees	First Administrators	First Administrators	First Administrators
Medical Claim Fee	\$18.50	\$19.05	\$19.05
PBM Fee	\$0.00	\$1.00	\$1.00
Utilization Review Fee	\$2.50	\$2.50	\$2.50
SelectFirst PPO	\$4.95	\$4.95	\$4.95
Total Unit Fee:	<u>\$25.95</u>	<u>\$27.50</u>	<u>\$27.50</u>
Annual Fees:	\$17,749.80	\$18,810.00	\$18,810.00
Dollar Change		\$1,060.20	\$1,060.20
Percentage Change		5.97%	5.97%
Reinsurance Premiums	SunLife	SunLife*	IHC
Specific: Single	\$103.04	\$113.98	\$125.97
Specific: Family	\$234.39	\$259.21	\$305.41
Aggregate Reinsurance	\$14.62	\$15.35	\$16.63
Annual Reinsurance Premiums:	\$148,256.04	\$163,400.40	\$190,129.44
Dollar Change		\$15,144.36	\$41,873.40
Percentage Change		10.22%	28.24%
Annual Fixed Costs:	\$166,005.84	\$182,210.40	\$208,939.44
Dollar Change		\$16,204.56	\$42,933.60
Percentage Change		9.76%	25.86%
Aggregate Factors*	125%	125%	125%
Single	\$456.30	\$456.30	\$430.41
Family	\$1,277.64	\$1,277.64	\$1,150.71
Annual Aggregate Factors:	\$735,920.64	\$735,920.64	\$666,075.24
Dollar Change		\$0.00	-\$69,845.40
Percentage Change		0.00%	-9.49%
Premium Equivalent:			
Single	\$599.91	\$613.13	\$600.51
Family	\$1,652.60	\$1,579.70	\$1,500.25
Annual Maximum Costs:	\$901,926.48	\$918,131.04	\$875,014.68
Dollar Change		\$16,204.56	-\$26,911.80
Percentage Change		1.80%	-2.98%
Run-In Limit	\$0.00	\$0.00	\$100,700.00
Laser or Rate Increase Protection @ Renewal	Yes/50%	Yes/50%	Yes/50%
Aggregating Specific Amount	\$25,000	\$25,000	\$25,000

* Sunlifes Aggregate Factors are for Illustrative purposes only to arrive at the premium equivalent. SunLifes Aggregate Factors are composite rated.
 Current Composite Rate: \$1,053.64
 Renewal Composite Rate: \$1053.64

City of Oskaloosa

Flex Spending Account Renewal Cost Analysis

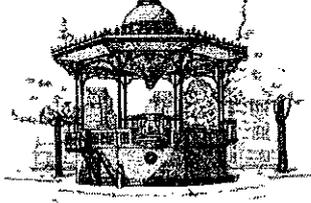
Administrator	First Administrators	
Pre-Tax Premium	Yes	
Medical Spending Accounts	Yes	
Dependent Care Accounts	Yes	
Frequency of Reimbursement	Daily	
Direct Deposit	Yes	
Fee Guarantees	12 Months	
Website for Participants	24 hours a day, 7 days a week	
Plan Document & SPD	Included in Enrollment and Communication	
Effective Date	07/01/12	07/01/13
Monthly Administration Fee per Participant	\$5.00	\$5.00
Number of Participants	20	
Renewal Date	July 1, 2013	
Annual Monthly Administration Fee	\$1,200.00	
Total Annual Cost	\$1,200.00	

City of Oskaloosa
Medical History

	Final	YTD Annualized						
Census: Singles	16	17	16	13	13	14		
Census: Families	45	45	41	48	44	42		
Total Participants	62	62	57	61	57	56		
Plan Year	FAI / HCC Life	FAI / SunLife	FAI / SunLife	FAI / SunLife	FAI / HCC Life	FAI / SunLife	FAI / SunLife	
Covered Specific Deductible	7/1/2007 to 6/30/2008	7/1/2008 to 6/30/2009	7/1/2009 to 6/30/2010	7/1/2010 to 6/30/2011	7/1/2011 to 6/30/2012	7/1/2012 to 6/30/2013		
Aggregate Attachment	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000		
Covered Benefits: Specific	125%	125%	125%	125%	125%	125%		
Covered Benefits: Aggregate	Medical	Medical	Medical	Medical	Medical	Medical		
Contract Type: Specific & Aggregate	Medical & Rx Paid							
Administration Fees	First Administrators							
Medical Claim and Consulting Fee *	\$30.92	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50		
Utilization Review Fee	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50		
First Select PPO Fee	\$4.95	\$4.95	\$4.95	\$4.95	\$4.95	\$4.95		
Total Unit Fee:	\$37.97	\$25.95	\$25.95	\$25.95	\$25.95	\$25.95		
Annual Admin Fees:	\$28,135.77	\$19,306.80	\$17,749.80	\$18,995.40	\$17,749.80	\$17,344.98		
Reinsurance Premiums	HCC Life	SunLife	SunLife	SunLife	HCC Life	SunLife		
Specific: Single	\$78.69	\$78.42	\$97.05	\$95.72	\$107.86	\$103.04		
Specific: Family	\$195.46	\$212.51	\$235.88	\$259.37	\$276.66	\$234.39		
Aggregate Reinsurance	\$10.85	\$11.57	\$12.73	\$13.37	\$12.78	\$14.62		
Annual Reinsurance Premiums:	\$129,867.35	\$139,361.16	\$141,473.88	\$174,116.28	\$171,644.16	\$144,529.10		
Annual Fixed Costs:	\$158,003.12	\$158,667.96	\$159,223.68	\$193,111.68	\$189,393.95	\$161,874.88		
Actual Paid Claims	Single:	\$344.94	\$314.92	\$274.10	\$298.90	\$311.36		
Family:	\$931.34	\$710.38	\$850.28	\$740.07	\$807.03	\$840.67		
Net Paid Claims	\$574,576.61	\$437,276.79	\$478,800.83	\$469,040.19	\$472,741.25	\$473,616.49		
Annual Paid claims per employee	\$9,304.88	\$7,052.85	\$8,400.01	\$7,689.18	\$8,293.71	\$8,502.99		
Premium Equivalent	Single:	\$472.45	\$379.04	\$409.14	\$445.49	\$454.97		
Family:	\$1,175.62	\$960.41	\$1,124.84	\$1,038.76	\$1,122.42	\$1,115.63		
Total Annual Cost: (Annual Fixed Costs + Actual Claims)	\$732,579.73	\$695,944.75	\$638,024.51	\$662,151.87	\$662,135.21	\$635,490.58		
Total Cost per employee: (Annual Fixed Costs + Actual Claims)	\$11,863.64	\$9,612.01	\$11,193.41	\$10,854.95	\$11,616.41	\$11,409.17		
Total Annual Paid Claims as of 6/30/08							Total Annual Paid Claims as of 6/30/2012	Total Paid Claims are Annualized as of 4/30/2013* (YTD- \$394,680)



OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE:

Consider a resolution adopting the City of Oskaloosa Employee Handbook.

EXPLANATION:

The proposed updated employee handbook was included in the May 20, 2013 mayor and city council agenda packets. This resolution requests the adoption of the updated employee handbook that provides uniform guidelines and specific procedures for city personnel consistent with current federal and state laws as well as personnel management.

In November 2012, staff began the process of reviewing the current employee handbook which was adopted in April 2008. Attorneys from Ahlers & Cooney, P.C. rendered legal services throughout this process.

If approved the updated employee handbook will be distributed to all employees at the mandatory employee meeting held on June 12, 2013. The updated employee handbook would become effective July 1, 2013.

Staff recommends approval of this resolution.

BUDGET CONSIDERATION:

Not applicable.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

RESOLUTION ADOPTING THE CITY OF OSKALOOSA EMPLOYEE HANDBOOK

WHEREAS, the Oskaloosa City Council has desired an updated Employee Handbook that will provide uniform guidelines and specific procedures for city personnel consistent with current federal and state laws as well as personnel management.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oskaloosa, Iowa that upon reviewing the Employee Handbook as prepared and presented, hereby approve and adopt said Employee Handbook to be effective July 1, 2013.

PASSED AND APPROVED this 3rd day of June, 2013.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: COUNCIL
APPOINTED STAFF

ITEM TITLE: REPORT ON ITEMS FROM CITY STAFF.

- a) City Manager.
 - i. Project updates
- b) City Clerk.
- c) City Attorney.

EXPLANATION:

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

BUDGET CONSIDERATION:

Not applicable, report(s) only.

ATTACHMENTS:

None.



CITY COUNCIL COMMUNICATION

MEETING DATE: June 3, 2013

REQUESTED BY: CITY COUNCIL

ITEM TITLE: CLOSED SESSIONS

Consider holding a closed session under Iowa Code Section 21.5.1.i. to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session and reconvene in open session to consider approval of contract.

EXPLANATION:

City Manager Michael Schrock has been employed by the city since June 15, 2009. Now is the time for the annual evaluation of City Manager Michael Schrock.

Staff recommends City Council hold a closed session to evaluate City Manager Michael Schrock.

BUDGET CONSIDERATION:

Not applicable.

ATTACHMENTS:

None.



CITY COUNCIL COMMUNICATION

MEETING DATE: June 4, 2012

REQUESTED BY: CITY COUNCIL

ITEM TITLE: OPEN SESSION ACTION

Consider a motion to approve the contract of City Manager Michael Schrock Jr.

EXPLANATION:

Depending on the outcome of the closed session discussion of the contract with City Manager Michael Schrock Jr., the City Council may consider a motion to approve the city manager's contract.

Action associated with this item depends on the discussion of the City Council.

BUDGET CONSIDERATION:

To be determined.

ATTACHMENTS:

Schrock Employment Agreement.

**Employment Agreement
Between the City of Oskaloosa, Iowa
and Michael J. Schrock, Jr.**

THIS AGREEMENT is made and entered into this 5TH day of JUNE, 2012 by and between the City of Oskaloosa Iowa, a municipal corporation hereinafter called "Employer," as party of the first part, and Michael J. Schrock, Jr., herein called "Employee", as party of the second part.

WITNESSETH:

NOW WHEREAS, Employer desires to employ the services of said Michael J. Schrock, Jr. as City Manager of the City of Oskaloosa as provided by City Code Chapter 2.16 and Home Rule Charter – Article IV.;

AND WHEREAS, it is the desire of the governing board, hereinafter called "Council," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee;

AND WHEREAS, Employee desires to accept employment as City Manager of said Oskaloosa;

AND WHEREAS, the parties acknowledge that Employee is or will become a member of the International City/County Management City Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

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

Section 1: Duties

Employer hereby agrees to employ said Michael J. Schrock, Jr. as City Manager of said Employer to perform the functions and duties specified in Chapter 2.16 of the City Code and Article IV of the Home Rule Charter and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2: Term

- A. Employee agrees to remain in the exclusive employ of Employer until June 30, 2014, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.
- B. In the event written notice is not given by either party to this agreement to the other 120 days prior to the termination date as hereinabove

provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of two years. Said agreement shall continue thereafter for two-year periods unless either party hereto gives 120 days written notice to the other party that the party does not wish to extend this agreement for an additional two-year term.

- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this agreement.
- D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 5 of this agreement.

Section 3: Suspension

Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement, but only if at a public meeting.

Section 4: Termination and Severance Pay

- A. Termination occurs when four Council Members vote to terminate the employee's employment agreement at a duly authorized public meeting. City Code Chapter 2.16.
- B. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his/her duties under this agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to nine months' aggregate salary and benefits. Employee shall also be compensated for all accrued vacation and holidays. In the event Employee is terminated herein for an illegal act, employer shall have no obligation to pay the aggregate severance sum designated in this section 4.
- C. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by a majority of the Council that he resign, then, in that event Employee may, at his option, (for purposes of receiving severance pay) be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.

- D. Except as stated in this paragraph, the City Council may not terminate the services of the Employee within six months following the seating of new council members. During this period, termination may occur for an illegal act. For the entire Section four of this agreement, "illegal act" shall mean being charged and/or convicted of a crime other than a simple misdemeanor, unless the simple misdemeanor involved dishonesty or moral turpitude.

Section 5: Resignation

In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer 30 days notice in advance, unless the parties agree otherwise. Employee shall not utilize more than 5 days leave (as designated in this agreement) during this notice period.

Section 6: Disability

If Employee is permanently disabled or is otherwise unable to perform his duties with reasonable accommodation because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, an impartial board of three members agreed upon by the Employee and the city will be utilized to determine if an Employee is unable to discharge his duties due to any type of disability or inability to perform up to normal standards of city management. Employee or his representative and employer shall appoint one board member each. The two members shall then agree upon a third member for fulfillment of this section. If Employee is determined unable to perform his duties, Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 4, paragraph A.

Section 7: Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$103,720.00 payable in installments at the same time as other management employees of the Employer are paid. In addition, Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual salary review of said Employee as outlined within this agreement.

Section 8: Performance Evaluation

- A. The Council shall review and evaluate the performance of the Employee at least once annually in June. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted

from as the Council may from time to time determine in consultation with the Employee. Further, the Council shall provide the Employee with a summary written statement of its findings and provide an adequate opportunity for the Employee to discuss his evaluation with the Council.

- B. Annually, the Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and their annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this Section, the Council and Employee mutually agree to abide by the provisions of applicable law.
- D. After the Employee is employed for six months, and annually in June after that, the Council will meet with the Employee in session to evaluate the Employee's performance. Evaluations shall relate to the achievement of mutually defined goals and objectives.
- E. The City Manager, Council, and Mayor will bring any perceived problems or inadequacies to the attention of the other and will exercise a good faith effort to mutually resolve such perceived problems or inadequacies.

Section 9: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take time off as he shall deem appropriate during said normal office hours.

Section 10: Outside Activities

Employee may not engage in teaching, consulting, or other non-Employer-connected business that exceeds 10 hours per month without the prior approval of the Council.

Section 11: Automobile

Employer shall provide City Manager a monthly vehicle allowance of 300.00 for use of his private vehicle. Additional mileage reimbursement may be paid for travel outside of Iowa or extraordinary additional amounts of travel within the state. This reimbursement is subject to prior Council approval. The Employee shall provide all expense, including insurance for the use of his vehicle. The City Manager shall not have the use of a city vehicle.

Section 12: Vacation, Sick, and Military Leave

- A. Employee shall be credited with 20 days of vacation leave per year.
- B. Due to the nature of the City Manager position, from time to time the City Manager may not be able to exhaust all sick or vacation leave, and accordingly the City Manager may carry forward vacation and sick leave. The foregoing notwithstanding, the City Manager may not carry forward more than one year's worth of allowed vacation days per year, and upon separation from service, carry forward vacation and vacation accrual payout shall not exceed a maximum of twelve weeks total.

Section 13: Health and Life Insurance

- A. Employer agrees to enroll employee, his spouse, and all dependants of employee into the City's medical insurance plan. The City shall pay 100% of the cost for employee, his spouse, and all dependants of employee.
- B. Employer agrees, to provide life and disability insurance as provided to all department heads as stated in the city personnel policy.
- C. Employee agrees, if requested by the City Council, to submit once per calendar year to a complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer.

Section 14: Retirement

Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] for Employer's participation in said ICMA-RC retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to Employer's IPERS contribution for department heads plus an additional 8.092% of Employee's salary into the ICMA-RC on Employee's behalf, and to transfer ownership to succeeding employers upon Employee's resignation or termination. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit. Employee solely shall determine his amount of contributions on an annual basis.

Section 15: Dues and Subscriptions

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local Oskaloosa organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer, as approved by Employer.

Section 16: Professional Development

- A. Employer hereby agrees to budget for and to pay for travel and 100% of subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, Iowa League of Cities and IACMA Conference. Expense for other national, regional, state, and local governmental groups and committees thereof which Employee serves as a member shall be paid if prior approval has been granted by the City Council.
- B. Employer also agrees to budget for and to pay for travel and 100% of subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer, with prior approval of the City Council.

Section 17: Indemnification

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. Employer will pay the amount of any settlement or judgment rendered thereon. This paragraph shall not apply to willful or wanton acts, or intentional tortious or criminal acts of the Employee.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance. If Employee is not bondable this agreement is null and void or will be considered cause for termination.

Section 19: Other Terms and Conditions of Employment

- A. The Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Oskaloosa charter or any other law.
- B. All provisions of the Oskaloosa charter and code, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

- C. With the exception of the benefits credited in Section 13 of this agreement, Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment, unless otherwise stated within this agreement.

Section 20: Representation of Employer

Employer represents that it has the legal authority to enter into and be bound by the terms of this agreement.

Section 21: Severability

If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Section 22: Notices

Notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 23: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall not be changed unless the change is reduced to writing and signed by both parties.
- C. The laws of the State of Iowa shall govern this agreement and any actions thereunder shall be brought solely in Mahaska County Iowa.
- D. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- E. This agreement shall become effective commencing June 15, 2012.

IN WITNESS WHEREOF, the City Council has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF OSKALOOSA IOWA,

By: David Krutzfeldt
DAVID KRUTZFELDT, Mayor

MICHAEL J. SCHROCK, Jr.

Michael Schrock Jr.