

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

**COUNCIL CHAMBERS – CITY HALL, 220 S. MARKET STREET
JULY 15, 2013 – 6:00 P.M.**

AGENDA

CALL TO ORDER – 6:00 P.M.

ITEM 1. INVOCATION: Pastor Don DeGlopper, Central Reformed Church

ITEM 2. PLEDGE OF ALLEGIANCE.

ITEM 3. ROLL CALL.

ITEM 4. COMMUNITY COMMENTS.

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

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

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

1. July 1, 2013 Regular City Council Meeting Minutes
2. July 15, 2013 Agenda

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

1. July 8, 2013 Planning and Zoning Commission Minutes
2. June 24, 2013 Library Board of Trustees Minutes
3. June 27, 2013 Library Board of Trustees Special Meeting Minutes
4. May 2, 2013 Housing Trust Fund Committee Minutes

c) Claims
None.

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

New:

1. Consider approval of an application for a five day Class B Beer Permit with outdoor service from Mahaska Community Recreation Foundation at High Avenue East from South Market to South 2nd Street, South 1st

Street from Highway 92 to 2nd Avenue East, 1st Avenue East from South Market to South 2nd Street.

- 2. Consider approval of an application for a five day Class C Liquor License for Sodexo Management, Inc. dba William Penn University, located at the Penn Central Mall, 200 High Avenue West

Renewal/Transfers:

- 1. Consider approval of a renewal application of a Class B Beer Permit from Asian Grill Buffet, Inc. dba Asian Buffet, 417 A Avenue West.
- 2. Consider approval of a renewal application for a Class C Liquor License from Mahaska Bowling and Recreation Center Inc., 1700 A Avenue East.

Resolutions/Motions:

- 1. Consider approval of a resolution naming depositories.

Ordinances:

None.

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

ITEM 6. REQUESTS FROM THE COMMUNITY

- a) Request from Sherry Vavra, Executive Director, Mahaska Community Recreation Foundation, to report on quarterly activities.
- b) Consider a motion approving the request by 'Cellar Peanut Pub' at 206 Rock Island Avenue for outdoor entertainment, alcohol consumption outside building premises, and a temporary variance from noise ordinance.

REGULAR AGENDA – ORDINANCES:

ITEM 7. CONSIDER AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF OSKALOOSA, IOWA BY REZONING THE PROPERTY AT 201 TRUEBLOOD AVENUE FOR WILLIAM PENN UNIVERSITY FROM MULTIPLE FAMILY RESIDENTIAL DISTRICT (R-3) TO MULTIPLE FAMILY RESIDENTIAL DISTRICT WITH CONDITIONAL PLANNED USE OVERLAY DISTRICT (R-3/CP). (2ND READING)

ITEM 8. CONSIDER AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA BY AMENDING PROVISIONS PERTAINING TO CHAPTER 10.48 – “PARKING REGULATIONS GENERALLY,” SECTION 10.48.255 – “SCHOOL LOADING AND

UNLOADING ZONES," AND SECTION 10.48.260 – "BUS LOADING ZONES." (2ND READING)

REGULAR AGENDA – RESOLUTIONS & MOTIONS:

- ITEM 9. CONSIDER A RESOLUTION SCHEDULING A PUBLIC HEARING FOR AUGUST 19, 2013 TO CONSIDER LEVYING A SPECIAL ASSESSMENT AGAINST PRIVATE PROPERTY FOR WEED CUTTING BY THE CITY IN ACCORDANCE WITH SECTION 8.20 OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA, AND DIRECTING NOTICE TO THE OWNERS OF THE PROPERTY TO BE ASSESSED.**
- ITEM 10. CONSIDER A RESOLUTION APPROVING AND AUTHORIZING AN AMENDMENT TO LOAN AND DISBURSEMENT AGREEMENTS BY AND BETWEEN THE CITY OF OSKALOOSA AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE REISSUANCE OF THE \$1,515,000 SEWER REVENUE CAPITAL LOAN NOTE, SERIES 1994, THE \$2,671,000 SEWER REVENUE CAPITAL LOAN NOTE, SERIES 1996, AND THE \$4,017,000 SEWER REVENUE CAPITAL LOAN NOTE, SERIES 2002.**
- ITEM 11. CONSIDER A RESOLUTION SCHEDULING A PUBLIC HEARING ON THE VACATION AND SALE OF 60'X16.5' OF THE NORTH-SOUTH PUBLIC ALLEY ADJACENT TO 835 SOUTH 2ND STREET.**
- ITEM 12. CONSIDER A RESOLUTION SCHEDULING A PUBLIC HEARING TO AMEND TITLE 17 – "ZONING," CHAPTER 17.28 – "OFF-STREET PARKING" OF THE CITY OF OSKALOOSA ZONING ORDINANCE PROVIDING AMENDMENTS FOR OFF-STREET PARKING DESIGN STANDARDS AND PARKING FOR PERSONAL AND RECREATIONAL VEHICLES.**
- ITEM 13. CONSIDER A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO COMPLETE A LAND PURCHASE AGREEMENT FOR THE WEST END SANITARY SEWER PROJECT LIFT STATION SITE.**
- ITEM 14. CONSIDER A MOTION TO APPROVE AND DIRECT THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GARDEN & ASSOCIATES, LTD. FOR THE FIRST AVENUE EAST SIDEWALK PROJECT IN AN AMOUNT NOT TO EXCEED \$24,600.**
- ITEM 15. DISCUSSION AND POSSIBLE ACTION ON A RECOMMENDATION FROM THE CITY COUNCIL PUBLIC PROJECTS COMMITTEE RELATIVE TO FOUR-WAY STOP INTERSECTIONS.**
- ITEM 16. REPORT ON ITEMS FROM CITY STAFF.**

a) City Manager.

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.

b) City Clerk.

c) City Attorney.

ITEM 17. CITY COUNCIL INFORMATION.

ADJOURNMENT

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: MAYOR & CITY COUNCIL

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

1. Invocation: Pastor Don DeGlopper, Central Reformed Church
2. Pledge of Allegiance
3. Roll Call: _____ Mayor David Krutzfeldt, Council Members:

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

_____ Ver Steeg, _____ Walling, _____ Yates.

EXPLANATION:

Not applicable.

BUDGET CONSIDERATION:

Not applicable.

ATTACHMENTS: None

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 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 approval of an application for a five day Class B Beer Permit with outdoor service from Mahaska Community Recreation Foundation at High Avenue East from South Market to South 2nd Street, South 1st Street from Highway 92 to 2nd Avenue East, 1st Avenue East from South Market to South 2nd Street.

- No complaints received.

Item 3. Consider approval of an application for a five day Class C Liquor License for Sodexo Management, Inc. dba William Penn University, located at the Penn Central Mall, 200 High Avenue West.

- No complaints received.

Item 4. Consider approval of a renewal application of a Class B Beer Permit from Asian Grill Buffet, Inc. dba Asian Buffet, 417 A Avenue West.

- No complaints received.

Item 5. Consider approval of a renewal application for a Class C Liquor License from Mahaska Bowling and Recreation Center Inc., 1700 A Avenue East.

- No complaints received.

Item 6. Consider approval of a resolution naming depositories.

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 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. July 1, 2013 Regular City Council Meeting Minutes
 - 2. July 15, 2013 Agenda

- B. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - 1. July 8, 2013 Planning and Zoning Commission Minutes
 - 2. June 24, 2013 Library Board of Trustees Minutes
 - 3. June 27, 2013 Library Board of Trustees Special Meeting Minutes
 - 4. May 2, 2013 Housing Trust Fund Committee Minutes

ATTACHMENTS:

July 1, 2013 Regular City Council Meeting Minutes
July 8, 2013 Planning and Zoning Commission Minutes
June 24, 2013 Library Board of Trustees Minutes
June 27, 2013 Library Board of Trustees Special Meeting Minutes
May 2, 2013 Housing Trust Fund Committee Minutes

OSKALOOSA CITY COUNCIL
REGULAR MEETING
July 1, 2013

The Oskaloosa City Council met in regular session on Monday, July 1, 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.

Mayor Krutzfeldt administered the Oath of Office to new Police Officer Blaine Shutts.

Linda Kelley, 1003 C Avenue East, addressed City Council regarding the removal of the stop sign on C Avenue East.

It was moved by Caligiuri, seconded by Jimenez to approve the consent agenda:

1. June 17, 2013 Regular City Council Meeting Minutes
2. July 1, 2013 Agenda
3. Receive and file the June 10, 2013 Airport Commission Minutes
4. Claims for June 2013

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 Mayor announced there was a vacancy on the Building Code Board of Appeals.

The Mayor announced this was the time and place for the public hearing on rezoning the property at 201 Trueblood Avenue from Multiple Family Residential District (R-3) to Multiple Family Residential District with Conditional Planned Use Overlay District (R-3/CP) and that citizens would now have an opportunity to comment. John Ottosson, Executive Vice President of William Penn University, spoke. There were no written comments received. The Mayor declared said hearing closed.

Moore introduced "AN ORDINANCE AMENDING THE CITY CODE OF OSKALOOSA, IOWA BY CHANGING THE ZONING OF CERTAIN PROPERTY LOCATED AT 201 TRUEBLOOD AVENUE FROM MULTIPLE FAMILY RESIDENTIAL DISTRICT (R-3) TO MULTIPLE FAMILY RESIDENTIAL DISTRICT WITH CONDITIONAL PLANNED USE OVERLAY DISTRICT (R-3/CP)" and moved its approval on the first reading. 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 ordinance approved on the first reading.

Jimenez introduced "AN ORDINANCE AMENDING CHAPTER 10.48 – "PARKING REGULATIONS GENERALLY," SECTION 10.48.255 – "SCHOOL LOADING AND UNLOADING ZONES" AND SECTION 10.48.260 – "BUS LOADING ZONES"; OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA" and moved its approval on the first reading. 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 ordinance approved on the first reading.

It was moved by Yates, seconded by Caligiuri to approve Change Order No. 1 for a net increase of \$17,883.00 to the total project cost and a net increase of \$56,383.00 to the contract amount for the South 7th Street Pavement Rehabilitation Project to Norris Asphalt Paving Co. 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.

It was moved by Jimenez, seconded by Yates to approve Pay Request No. 2 to Norris Asphalt Paving Co. in the amount of \$94,307.50 for work completed on the South 7th Street Pavement Rehabilitation Project. 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.

It was moved by Caligiuri, seconded by Moore to approve Pay Request No. 3 to TK Concrete Inc. in the amount of \$89,172.22 for work completed on the East Mall Parking Improvements Project. 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.

It was moved by Moore, seconded by Ver Steeg to approve the request from Musco for closure of 1st Avenue West from Market Street to the Musco property line on Friday, July 5, 2013 from 8:00 a.m. to 3:00 p.m. for an event featuring NHRA celebrities, local vendors and a small car show to promote the Musco Lighting "Night of Fire" at Eddyville Raceway Park subject to receipt of a \$1,000,000 liability insurance certificate naming the city as an additional insured and payment of the street closure fee. 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.

It was moved by Jimenez, seconded by Moore that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 7:09 p.m.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

CITY OF OSKALOOSA
MINUTES OF PLANNING & ZONING COMMISSION MEETING
July 8, 2013

A regularly scheduled meeting of the Planning and Zoning Commission for the City of Oskaloosa was called to order at 4:30 p.m. on Monday, July 8, 2013, by Chairmen Jon Zobel, at 220 South Market Street, Oskaloosa, Iowa. COMMISSION MEMBERS PRESENT: Chairmen Jon Zobel, Holden Barnhart, Dan Karow, R. D. Keep, and Michelle Purdum; COMMISSION MEMBERS ABSENT: Brian Booy and Charlie Comfort; CITY STAFF PRESENT: Public Works Director: Akhilesh Pal and City Attorney: David Dixon; CITY COUNCIL MEMBER: Aaron Ver Steg.

Minutes from the June 10, 2013 Planning and Zoning meeting.

Purdum moved, Keep seconded to approve the minutes from the June 10, 2013 Planning and Zoning meeting. The vote was: YES – Zobel, Barnhart, Karow, Keep, and Purdum; No – none; Absent – Booy and Comfort. Motion carried.

Consider vacation and sale of 60' X 16.5' of the North-South alley adjacent to 835 South 2nd Street. Members discussed about the Zoning Code 17.24.030 B.6. that does not permit the construction of accessory structure without a principal building. They discussed about driveway access if the alley is vacated. Dixon mentioned that the alley can be vacated with a driveway easement to give access to adjacent property owners. The property owner of 835 South 2nd Street confirmed that she would allow access to adjacent property owners and the alley vacate would combine two separate lots to permit a accessory structure. Purdum moved, Keep seconded to approve the alley vacate request contingent upon providing utility access easement and driveway access easement to adjacent property owners. The vote was: YES – Zobel, Barnhart, Karow, Keep, and Purdum; No – none; Absent – Booy and Comfort. Motion carried.

Consider an ordinance reviewing the City Code of the City of Oskaloosa, Iowa by reviewing provisions pertaining to Chapter 17.28 – “Off-Street Parking”, Section 17.28.080- “Parking for personal and recreational vehicles”.

The Planning and Zoning commission members discussed the “Parking for personal and recreational vehicles” (Oskaloosa Municipal Code - Chapter 17.28 – “Off-Street Parking”, Section 17.28.080). The major discussion topics were the size restrictions, hard surface paving area, condition of the recreational vehicles, length of time allowed to park, and parking of heavy equipments on residential driveways. Barnhart moved, Keep seconded to approve the amendments to Zoning Code section 17.28.080 with a stipulation to revise subsection 17.28.080 B.3.a and subsection 17.28.080 B.4. concerning driveway surface types. The vote was: YES – Zobel, Barnhart, Karow, Keep, and Purdum; No – none; Absent – Booy and Comfort. Motion carried.

Discussion on the City Code of the City of Oskaloosa, Iowa by reviewing provisions pertaining to Chapter 17.30 – “Sign Regulations”, regarding the real estate signs.

Members discussed the zoning code related to real estate signs. The major discussion topics were the size of signs for residential and commercial lots, distance of sign from curblin or edge of pavement, and permitted length of time to remove signs after disposition of the premises. Karow moved, Keep seconded to have further discussion on their meeting on August 12, 2013.

Chairmen Zobel adjourned the meeting at 5:43 PM.

Minutes by Akhilesh Pal

MINUTES
OSKALOOSA PUBLIC LIBRARY BOARD OF TRUSTEES
MONDAY – JUNE 24, 2013 -- 4:00 P.M.

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

Minutes: Sytsma called for a motion to approve the minutes of the May 20, 2013, Board meeting. Motion was made by Bishop, seconded by Collins, to approve the minutes of the May 20, 2013, Board meeting. Motion passed. Sytsma then called for a motion to approve the minutes of the June 12, 2013, Special Board meeting. Motion was made by Posovich, seconded by Bishop, to approve the minutes of the June 12, 2013, Special Board meeting. Motion passed.

Board Correspondence, Public Input or Friends Report:

Sytsma said that he had Board correspondence concerning the Reading Garden, which he would hold until that discussion. Minnie Richardson, a member of the Friends board, reported on the Friends meeting. She told the Board that at the June 20th meeting, the Friends decided to stop selling engraved bricks effective immediately. The Friends are planning on having a table at Sweet Corn Serenade, which they will share with the library. The table will be manned by both Friends and library staff. At their meeting, the Friends board approved paying up to \$5000 for a fence to go around the Reading Garden if the Library Board approves the fence. Richardson said that the Friends favor a fence for two reasons: the safety of children and a visual boundary to define the space.

Director's Report: Library Director William Ottens highlighted some of the items in his report to the Board.

Summer Reading: William told the Board that Summer Reading programs and activities have been going extremely well. On the day of the Kick-off, we had over 210 children register for the program, a door count of 780, and desk staff checked out over 1200 items. Liz has had an average of 30-40 children at afternoon programs, and there have been a strong number of teens attending chess club and Dungeons and Dragons club. Classic Movie Mondays have gotten off to a good start, with 18 the first night and 16 the second. Adult programs are still a bit low on attendance, but the presenters have provided interesting and engaging programs.

Technology Lab Update: William told the Board that the backorder of some items and coordination of the installation of the whiteboard and projector have set back the completion of the Technology Learning Lab. The whiteboard and projector were installed last Thursday. Due to the high cost of the raceways, the project is running slightly over budget.

Reading Garden: William and City Manager Michael Schrock spoke with Dan Brice about the cracking and chipping of the bricks, and the spacing of the bricks near the entrance of the garden. Dan agreed to address the issue. On June 3, db Landscaping swept sand in between the bricks. When the Reading Garden Committee met on June 7 to review the work, they agreed that this would not fix the problem. William has given Dan Brice a letter formally requesting that db Landscaping replace the chipped and cracked bricks and re-lay the bricks to prevent further chipping and breaking. Dan will do the work at no cost. The Friends have 50 additional bricks, 29 of which are engraved, that need to be laid as well. Brice has asked for compensation for laying the additional bricks. The committee also discussed the addition of a fence, and three quotes were received. The general consensus of the committee was that a fence would help define the space and increase the safety for children's programming. It was the Reading Garden Committee's recommendation to have db Landscaping install the aluminum echelon fence at a cost of

\$4782.00 with the approval of the Library Board, and request the Friends of the Library to pay for it.

Painting of Columns and Carpet Cleaning: At a Building and Grounds Committee meeting, it was requested that William investigate options for having the carpet cleaned and the columns at the main entrance to the library painted. William is getting bids for the carpet cleaning and the painting of the columns. He asked the Building and Grounds Committee to meet to review the bids.

Committee Reports:

Staff Committee – Jane Ireland, chair: None.

Budget & Finance Committee – Judy Bishop, chair: None

Policy & Planning Committee – Candace Slobe, chair: None

Technology Committee – Kathy Rothfus, chair: None

Building & Grounds – Michael Collins, chair: None.

Unfinished Business: None.

New Business:

Board of Trustees Bylaws Amendment: At the May 20, 2013, Board meeting, the Policy and Planning Committee presented suggested amendments to the Board of Trustees Bylaws. The Policy and Planning Committee is seeking a motion to approve the amendments. Motion was made by Bishop, seconded by Collins, to approve the changes in wording to the Board of Trustees Bylaws. Motion passed.

Installation of Whiteboard and Projector: William asked for a motion to approve payment of the installation of the whiteboard and projector in the Technology Learning Lab for the cost of \$700. The claim will go through the July Board meeting. Motion was made by Bishop, seconded by Ireland, to approve payment of the installation of the whiteboard and projector in the Technology Learning Lab for the cost of \$700. Motion passed.

3M Tattle Tape Detection Strips: William was seeking approval from the Board for the purchase of one box of 3M Tattle Tape Detection Strips at the price of \$629.00. Motion was made by Collins, seconded by Posovich, to approve the purchase of one box of 3M Tattle Tape Detection Strips at a cost of \$629.00. Motion passed.

Reading Garden Fence: William was seeking a motion from the Board to approve the addition of the fence and to request the Friends of the Library to pay for it. Motion was made by Collins, seconded by Bishop, to approve the installation of the aluminum echelon fence around the Reading Garden by db Landscaping at a cost of \$4782.00, and to request the Friends of the Library pay for it. Motion passed.

FY 2014-2016 Strategic Plan: William went through the FY2014-FY2016 Strategic Plan that is the end product of a six month strategic planning process completed by an ad hoc committee that consisted of Board members, library staff, and representatives from the Friends and the City. William went through the goals, objectives, and actions of the Strategic Plan. William asked for a motion to approve the FY2014-FY2016 Strategic Plan for implementation beginning July 1, 2013. Motion was made by Rothfus, seconded by Ireland, to approve the FY2014-2016 Strategic Plan for implementation beginning July 1, 2013. Motion passed.

Library Director Salary Increase: Motion was made by Ireland, seconded by Bishop, to table the library director's salary increase until board members were able to speak with City Manager

Michael Schrock. Motion passed. The Board decided to hold a special meeting on Thursday, June 27, 2013, at 4:00 p.m. to act on the agenda item.

William recognized Mike Sytsma, Judy Bishop, and Jane Ireland for being re-appointed to the Library Board for a second 6-year term. He thanked them for their dedication to the library.

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

President's Remarks: Sytsma thanked the Board for allowing him to serve as Board president.

Election of Officers for FY13-14: Sytsma asked for nominations for Board president. Rothfus nominated Judy Bishop for president, and Ireland seconded the nomination. Ireland then moved to cease the nominations, seconded by Rothfus. Motion passed. Sytsma called for a vote. Judy Bishop will serve as Board president for FY14. Sytsma asked for nominations for Board vice-president. Posovich nominated Jane Ireland for vice-president. Ireland nominated Michael Collins. Motion was made by Bishop, seconded by Posovich to cease nominations. Motion passed. Board members voted by ballot. Michael Collins, receiving the majority of the votes, will serve as Board vice-president for FY14. Ireland nominated Susan Hasso, library administrative assistant, to continue as Board secretary, seconded by Rothfus. Motion was made by Ireland, seconded by Bishop, to cease the nominations. Susan Hasso, library administrative assistant, will continue to serve as Board secretary for FY14.

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

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

Respectfully submitted,

Susan Hasso
Library Administrative Assistant
for the Board

MINUTES
OSKALOOSA PUBLIC LIBRARY BOARD OF TRUSTEES
SPECIAL MEETING
THURSDAY – JUNE 27, 2013 -- 4:00 P.M.

The meeting was called to order by Board president Mike Sytsma. Roll call was taken by Board secretary Susan Hasso with Trustees Bishop, Groenenboom, Harbour, Ireland, Posovich, and Rothfus present.

Library Director Salary Increase: Ireland reported on her meeting with City Manager Michael Schrock. Ireland said that because of William Ottens' proficiency and professionalism as director, the Board moves to fulfill their commitment as a Board to raise William's salary to \$53,000, effective July 1, 2013, bringing his salary closer to those directors of libraries of comparable size. Groenenboom seconded the motion. Motion passed.

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

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

Respectfully submitted,

Susan Hasso
Library Administrative Assistant
for the Board

OSKALOOSA HOUSING TRUST FUND COMMITTEE MINUTES

Thursday, May 2, 2013 - 12:00 Noon

City Hall Conference Room

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

It was moved by Adams, seconded by Caligiuri to approve the April 11, 2013 Housing Trust Fund Committee Minutes. Motion carried unanimously

It was moved by Sullivan, seconded by Adams to cancel membership in the National Association of Housing & Redevelopment Officials organization. Motion carried unanimously.

Miller presented information about the present practice for record retention and recommended approach going forward that included keeping incomplete files for two years. It was moved by Caligiuri, seconded by Adams to adopt the records retention policy as recommended by the City Clerk. Motion carried unanimously.

The committee discussed subordination guidelines for OHTF programs with city staff. Miller indicated that since subordination is not included in the First-time Homebuyer and demolition programs, she is not comfortable doing those during refinancing. Miller asked the committee if they wanted her to do this in the future. The committee asked Miller to do more research and report back next month.

The committee discussed the properties along North Market Street with city staff. No action was taken but the committee indicated they support enforcement of existing city codes.

Taylor provided an update on regional funding and the efforts to access more state funds and donations from various sources. Taylor said six counties agreed to help fund AHEAD with a maximum of \$45,000; helps with applications to Iowa Finance Authority on a 4-1 basis. Taylor will send a report to the group showing use of Regional AHEAD funds.

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

Miller reviewed the accounting report with the committee.

The meeting adjourned at 1:00 p.m.

Minutes by Michael Schrock



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 2

Consider approval of an application for a five day Class B Beer Permit with outdoor service from Mahaska Community Recreation Foundation at High Avenue East from South Market to South 2nd Street, South 1st Street from Highway 92 to 2nd Avenue East, 1st Avenue East from South Market to South 2nd Street.

EXPLANATION:

The application is complete and in order for approval.

Staff recommends approval.

BUDGET CONSIDERATION:

\$37.50 revenue to the General Fund.

ATTACHMENTS: None



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 3

Consider approval of an application for a five day Class C Liquor License for Sodexo Management, Inc. dba William Penn University, located at the Penn Central Mall, 200 High Avenue West.

EXPLANATION:

The application is complete and in order for approval.

Staff recommends approval.

BUDGET CONSIDERATION:

\$105.63 to the General Fund.

ATTACHMENTS: None



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 4

Consider approval of a renewal application of a Class B Beer Permit from Asian Grill Buffet, Inc. dba Asian Buffet, 417 A Avenue West.

EXPLANATION:

The application is complete and in order for approval.

Staff recommends approval.

BUDGET CONSIDERATION:

\$300.00 revenue to the General Fund.

ATTACHMENTS: None

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA – ITEM 5

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

EXPLANATION:

The application is complete and in order for approval.

Staff recommends approval.

BUDGET CONSIDERATION:

\$845.00 revenue to the General Fund.

ATTACHMENTS: None

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE: CONSENT AGENDA -- ITEM 6

Consider approval of a resolution naming depositories.

EXPLANATION:

The update to the resolution naming depositories is due to First National Bank Midwest name change to TruBank on June 28, 2013. This resolution designates the banks for the deposit of City funds and the maximum amount that can be deposited at each bank. This resolution is required to cover the recovery of funds should a bank fail.

Staff recommends approval.

BUDGET CONSIDERATION:

None

ATTACHMENTS:

Resolution
Letter from TruBank

RESOLUTION NO. _____

RESOLUTION NAMING DEPOSITORIES

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

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

PASSED AND APPROVED this 15th day of July, 2013.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk



July 3, 2013

City of Oskaloosa
220 S. Market St.
Oskaloosa IA 52577

Re: Bank Name Change

Dear Pam,

First National Bank Midwest will become TruBank on June 28, 2013. Phone numbers, contact people, addresses, and the bank's TIN will remain the same. Our headquarters and charter will remain in Oskaloosa, Iowa, and there is no change in management or ownership of the bank.

If you have questions, please contact me at 673-8405

Sincerely,

A handwritten signature in cursive script that reads "Jodi Boatright".

Jodi Boatright
Loan Administration

302 South Market Street
Oskaloosa, IA 52577
641-673-8405
FAX 641-673-4143

6205 Mills Civic Parkway
West Des Moines, IA 50266
515-221-0101
FAX 515-221-1360

108 South Barnes Street
What Cheer, IA 50268
641-634-2424
FAX 641-634-2106

www.trubank.org

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: Michael Schrock,
City Manager

ITEM TITLE: REQUESTS FROM THE COMMUNITY - A

Consider request from Sherry Vavra, Executive Director, Mahaska Community Recreation Foundation, to report on quarterly activities of MCRF.

EXPLANATION:

Sherry Vavra, Executive Director, Mahaska Community Recreation Foundation, will attend the city council meeting to report on Mahaska Community Recreation Foundation quarterly activities.

Receive report.

BUDGET CONSIDERATION:

None.

ATTACHMENTS:

None.



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE: REQUESTS FROM THE COMMUNITY - B

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

EXPLANATION:

Mr. Marty Duffy, owner of the Cellar Peanut Pub at 206 Rock Island Avenue, has submitted a request to have outdoor entertainment and alcohol consumption outside building premises on Thursday, July 25, 2013 during the RAGBRAI event. The subject property is currently zoned as Urban Corridor District which does not permit outdoor entertainment.

The current land use is as a cocktail lounge where alcohol cannot be consumed outside the building premises. Alcohol consumption outside the building premises on the parking lot area violates the open container law. The Oskaloosa Municipal Code does not allow for land uses similar to a 'beer garden,' where alcohol consumption is permitted outside building premises. Mr. Duffy is also requesting a variance from the Oskaloosa Municipal Code Section 9.12.040 for the noise standards outlined in the Ordinances.

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

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

BUDGET CONSIDERATION:

None.

ATTACHMENTS:

Request letter.

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

July 2, 2013

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

Mr. Pal,

As you are likely aware, RAGBRAI will be in Oskaloosa on Thursday, July 25. The Cellar Peanut Pub will, as many other businesses, be having a party that day.

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

Outdoor music will begin at 12:00pm and end at 11:00pm and will be performed on the stage. The stage will be placed on the West end of the property on the area that is currently set aside for sand volleyball.

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

Thank you for your consideration,

A handwritten signature in black ink that reads "Betsy Duffy (owner)". The signature is written in a cursive style and is positioned above the printed name of the owner.

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



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 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 201 Trueblood Avenue for William Penn University from Multiple Family Residential District (R-3) to Multiple Family Residential District with Conditional Planned Use Overlay District (R-3/CP). (2nd reading)

EXPLANATION:

William Penn University has submitted a rezoning request for their property on 201 Trueblood Avenue. Presently the property is zoned as Multiple Family Residential District (R-3). The applicant is requesting the rezone to permit alcohol sales on University premises. The William Penn University does not directly sell alcohol. However, this permit will allow outside entities such as the Penn Activity Center and the Student Union to serve alcohol for scheduled events. Table 17.08, Permitted Uses by Zoning Districts, of the zoning chapter in the Oskaloosa Municipal Code does not permit alcohol sales in an R-3 District.

The Conditional Planned Use Overlay (CP) District applies to situations in which a use that is not ordinarily permitted within a base zoning district is permitted and subject to strict development controls which assure its compatibility with surrounding uses. The CP overlay district applies to situations where the proposed use is not permitted either by right or by conditional use permit. The CP overlay district is an additional zoning requirement that is placed on a geographic area already zoned. Staff believes that the proposed rezone will bring the existing land use to zoning compliance.

The Planning & Zoning Commission considered this item at their June 10, 2013 meeting and recommended by a vote of 7 to 0 that the City Council approve the request that the property at 201 Trueblood Avenue be rezoned as Multiple Family Residential District with Conditional Planned Use Overlay District.

BUDGET CONSIDERATION:

Revenue of \$250.00 for rezoning application fee.

ATTACHMENTS:

Ordinance, Application, and Location Map.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA BY CHANGING THE ZONING OF CERTAIN PROPERTY LOCATED AT 201 TRUEBLOOD AVENUE FROM MULTIPLE FAMILY RESIDENTIAL DISTRICT (R-3) TO MULTIPLE FAMILY RESIDENTIAL DISTRICT WITH CONDITIONAL PLANNED USE OVERLAY DISTRICT (R-3/CP).

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 201 Trueblood Avenue from R-3, Multiple Family Residential District to R-3/CP, Multiple Family Residential District with Conditional Planned Use Overlay District, legally described as follows:

Lots B, C, D, and E of Penn College Addition 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 the Council the _____ day of _____ 2013, and approved this _____ day of _____ 2013.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

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

REZONING APPLICATION

APPLICANT NAME: William Penn University

APPLICANT ADDRESS: 201 Trueblood Ave
Oskaloosa, IA 52577

OWNER NAME: William Penn University

PHONE NUMBER: 641-673-1076

ADDRESS OF PROPERTY: 201 Trueblood Avenue Oskaloosa, Iowa

LEGAL DESCRIPTION: Lots B, C, D and E of Penn College Addition to the City of Oskaloosa, Iowa.

REQUEST REZONING FROM Multiple Family Residential District (R-3)
TO Multiple Family Residential District with Conditional Planned Use Overlay (R-3/CP) District.

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

The current land use does not permit the sale of alcohol on premises. The rezone request with a Planned Use Overlay District will permit serving of alcohol for events scheduled by outside entities or organizations that utilize William Penn University facilities such as the Penn Activity Center and the Student Union.

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.

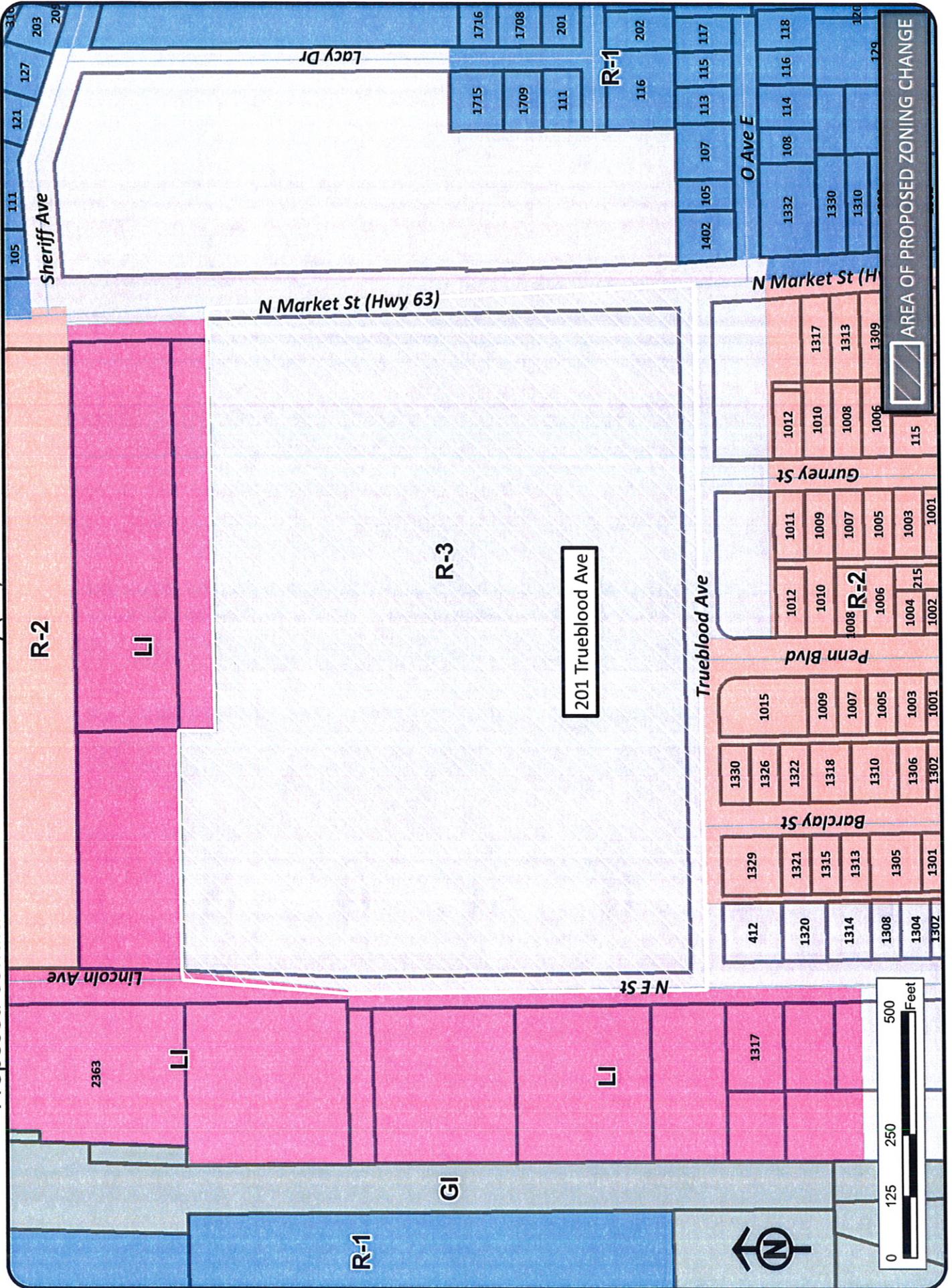
PLEASE SUBMIT THE \$250.00 APPLICATION FEE WITH THIS REQUEST.


SIGNATURE OF OWNER

DATE: 5/27/13

PROPOSED ZONING CHANGE FOR WILLIAM PENN UNIVERSITY

Proposed Conditional Planned Use Overlay (CP) District for 201 Trueblood Avenue



OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE:

Consider an ordinance amending the City Code of the City of Oskaloosa, Iowa by amending provisions pertaining to Chapter 10.48 – “Parking Regulations Generally,” Section 10.48.255 – “School loading and unloading zones,” and Section 10.48.260 – “Bus loading zones.”(2ND READING)

EXPLANATION:

The Public Works Department is requesting to update the current code to reflect the construction updates on South 7th Street. The on-going pavement rehabilitation project accommodates a new on-street bus bay on South 7th Street, on the east side, from Fifth Avenue East to a point two hundred forty feet north. Since the bus loading zone is moved to South 7th Street, the Oskaloosa School District is requesting to extend the existing school loading and unloading zone that allows a maximum of five minutes parking for parents. The existing school loading zone is 240 feet long and the request is to extend the loading zone on 5th Avenue East, on the north side, from South Seventh Street to a point three hundred ninety feet east.

DETAILED DESCRIPTION:

Chapter 10.48 of the Oskaloosa Municipal Code will be modified as follows:

10.48.255 - School loading and unloading zones.

Only vehicles while engaged in loading and unloading students and attended by a licensed driver shall be parked for a maximum of five minutes on the following streets:

~~A. Fifth Avenue East, on the north side, from one hundred fifty feet east of Seventh Street to two hundred forty feet east of Seventh Street.~~

A. Fifth Avenue East, on the north side, from South Seventh Street to a point three hundred ninety feet east.

10.48.260 - Bus loading zones.

No person shall park a vehicle, except a designated school bus or other common carrier

designated as such, on any of the following designated streets:

~~A. Fifth Avenue East, on the north side, from South Seventh Street to a point one hundred fifty feet east;~~

A. South 7th Street, on the east side, from Fifth Avenue East to a point two hundred forty feet north;

B. North E Street, on the east side, from two hundred thirty feet north of G Avenue to four hundred ten feet north of G avenue during school hours.

BUDGET CONSIDERATION:

There will be minimal impact to the City Budget for the installation or removal of signs and cost associated with drafting revisions to Chapter 10.48 of the Oskaloosa Municipal Code.

ATTACHMENTS:

Ordinance and map.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10.48 – “PARKING REGULATIONS GENERALLY,” SECTION 10.48.255 – “SCHOOL LOADING AND UNLOADING ZONES” AND SECTION 10.48.260 – “BUS LOADING ZONES”; OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA.

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

SECTION 1. SECTION 10.48.255 – SCHOOL LOADING AND UNLOADING ZONES is hereby deleted in its entirety.

SECTION 2. SECTION 10.48.255 - SCHOOL LOADING AND UNLOADING ZONES is hereby amended as follows:

Only vehicles while engaged in loading and unloading students and attended by a licensed driver shall be parked for a maximum of five minutes on the following streets:

A. Fifth Avenue East, on the north side, from South Seventh Street to a point three hundred ninety feet east.

SECTION 3. SECTION 10.48.260 – BUS LOADING ZONES is hereby deleted in its entirety.

SECTION 4. SECTION 10.48.260 - BUS LOADING ZONES is hereby amended as follows:

No person shall park a vehicle, except a designated school bus or other common carrier designated as such, on any of the following designated streets:

A. South 7th Street, on the east side, from Fifth Avenue East to a point two hundred forty feet north;

B. North E Street, on the east side, from two hundred thirty feet north of G Avenue to four hundred ten feet north of G avenue during school hours.

SECTION 5. 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 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication by law.

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

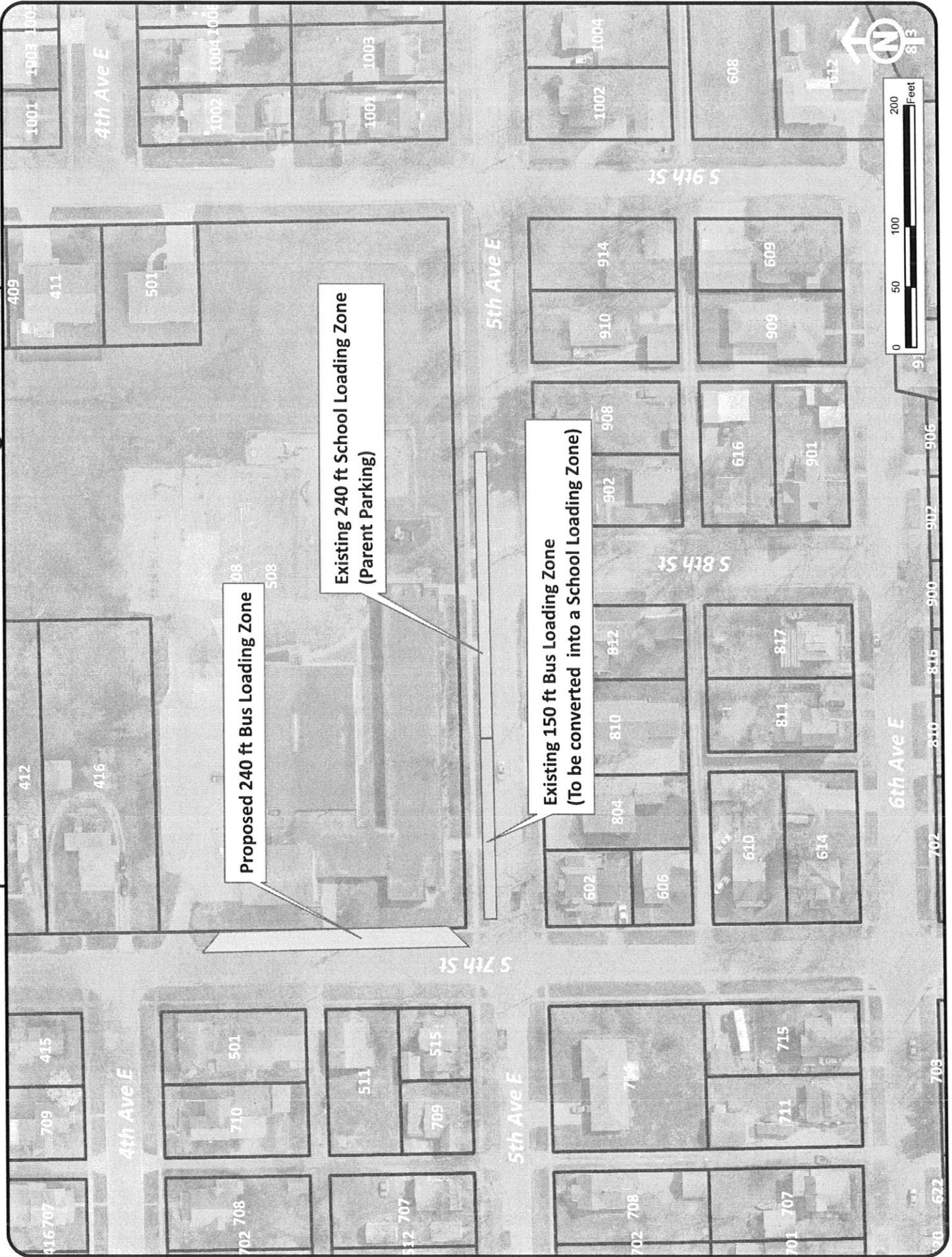
David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

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

Signed _____

Proposed Bus and School Loading Zone Map



OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE:

Consider a resolution scheduling a public hearing for August 19, 2013 to consider levying a special assessment against private property for weed cutting by the city in accordance with section 8.20 of the city code of the City of Oskaloosa, Iowa, and directing notice to the owners of the property to be assessed.

EXPLANATION:

This resolution schedules the public hearing for August 19, 2013 for levying a special assessment against private property for weed cutting. A notice will be published in the Oskaloosa Herald and certified notices will be sent to the property owners.

BUDGET CONSIDERATION:

\$6,400.00 Revenue to the Sanitary Sewer Fund to offset expenses related to the work performed by the city.

ATTACHMENTS:

Resolution
Weed Cutting Assessments Exhibit "A"

RESOLUTION NO. _____

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

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

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

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

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

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

SECTION 1. That the City Council of the City of Oskaloosa, Iowa shall meet at City Hall Council Chambers in Oskaloosa, Iowa on the 19th day of August, 2013 at 6:00 p.m. at which time a hearing shall be held on the matter of levying a special assessment against the properties listed in Exhibit "A" for weed cutting assessment by the City of Oskaloosa, Iowa, at which hearing the owner of said premises or anyone liable to pay such assessment may appear with the same rights as given by law before Boards of Review, in reference to assessments for general taxation, and at said time and place the Council shall consider and dispose of all objections made thereto; after which hearing the City Council shall by Resolution levy such assessment as may be appropriate against said properties.

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

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

PASSED AND APPROVED this 15th day of July, 2013.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

EXHIBIT "A"
2012 WEED CUTTING ASSESSMENTS
MAY 2013

OWNER	ADDRESS/LEGAL	DATE MOWED	COST
Craig A/Teresa Fawcett	115 3rd Ave E S 75' Lot 8 & E 15' S 75' Lot 7 Blk 35 OP	5-15/16-2013	\$250.00
Robert W DeCook	115 5th Ave W S 1/2 Lot 5 & W 20' S 1/2 Lot 6 Blk 12 Montgomery's Addition	5/15/2013	\$250.00
David Chappell Jr	401 South 1st St E 78' Lot 1 & E 78' N 20' Lot 2 Blk 4 Montgomery's Addition	5/15/2013	\$250.00
Jeremy R/Christina L Anderson	313 N 1st St Lot A O L 15 O P	5/15/2013	\$250.00
Trampas V/Peggy C Sams	327 N 1st St Lot 7 O L 15 O P	5/15/2013	\$250.00
Josh Purdy	440 N 1st St Lot B Blk 6 Mulhallens Addition	5/15/2013	\$250.00
CG Holdings LLC c/o William C Kuba	505 S 1st St S 50' E 1/2 Lot 2 Blk 13 Montgomery's Addition	5/16/2013	\$250.00
Timothy Leighton Blackwell	1115 S 11th St Lots 1 & 4 NE SW Exc S 135' E 151' Lot 4	5/16/2013	\$250.00
Abby Gordon	801 10th Ave E S 1/2 Lots 141 & 142 Blk G O'Neils Addition	5/16/2013	\$250.00
Structured Asset Investment Loan Trust	1415 High Ave W Lot K Parkers SD SE SE	5/17/2013	\$250.00
Johnathon R Otto	701 11th Ave W S 119.2' E 132' Lot 70 Ninde Williams & Co Addition	5/17/2013	\$250.00
Jenny Mickles	506 4th Ave E Lot 3 & S 50' Lot 4 Blk 9 Houtzs Addition & 16 1/2' Vac Alley	5/20/2013	\$250.00

EXHIBIT "A"
 2012 WEED CUTTING ASSESSMENTS
 MAY 2013

OWNER	ADDRESS/LEGAL	DATE MOWED	COST
Jennifer N Keller	1117 3rd Ave E W 20' Lot 22 E 44 1/2 Lot 21 Old Orchard Place	5/20/2013	\$250.00
Faith Evangelical Methodist Church	1004 S 18th St Lots 202 through 204 Univeristy Park SD SE NE	5/20/2013	\$250.00
Diana K. Heathcote Fred Robinette	132 Pella Lot D SE NE Exc S 188'	5/29/2013	\$250.00
Pacifica/Luzviminda Libanan	314 O Ave E Lot 1 SD 1 College Heights Addition	5/29/2013	\$250.00
Nicolas C Bowman	317 North J St Lot 7 Blk 8 Loughridge & Cassidays Addition	5/30/2013	\$250.00
Secretary of Housing & Urban Development	704 N 3rd St Lot 14 Blk 1 Ridge Place	5/30/2013	\$250.00
Phillip A Leech c/o Sandra K Thompson	436 N 3rd St Lot 43 Ninde & Searles Addition	5/30/2013	\$250.00
Clayton D/Jo Ann Kool	109 N 4th St Lot 3 Blk 8 East Addition	5/31/2013	\$250.00
Robert A/Teren M Eckert	713 A Ave E S 148.5' X 55' Lot 1 NW SW	5/31/2013	\$250.00
Baltimore Investment Properties Inc	602 South H St Lot 1 of Lot 10 Ninde Williams & Co Addition	5/31/2013	\$250.00
Regional Reo Assets LLC	1320 High Ave W Lots 4 & 6 SD Lot 4 SE SE Exc S 117' Lot 6 & Exc N 6' S 123' E 189' Lot 6	5/31/2013	\$350.00
Regional Reo Assets LLC	1302 High Ave W Lots H & K SW SW	5/31/2013	\$300.00
Delbert O Brackney /Mary Beth Lyons	437 N 1st St Lot 14 Blk 5 Mulhallens Addition	5/15/2013	\$250.00

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: Amy Miller,
City Clerk

ITEM TITLE:

Consider a resolution approving and authorizing an Amendment to Loan and Disbursement Agreements by and between the City of Oskaloosa and the Iowa Finance Authority, and authorizing and providing for the reissuance of the \$1,515,000 Sewer Revenue Capital Loan Note, Series 1994, the \$2,671,000 Sewer Revenue Capital Loan Note, Series 1996, and the \$4,017,000 Sewer Revenue Capital Loan Note, Series 2002.

EXPLANATION:

The City of Oskaloosa previously issued its Sewer Revenue Capital Loan Note, Series 1994, dated March 31, 1994, and Sewer Revenue Capital Loan Note, Series 1996, dated February 16, 1996, Sewer Revenue Capital Loan Note, Series 2002, dated December 6, 2002, in the amount of \$1,515,000, \$2,671,000, and \$4,017,000 respectively.

The Iowa Finance Authority, as original purchaser and current holder of the Notes, has authorized a reduction in the interest rate from 3% to 1.75%. Over the remaining terms of the Notes, the new interest rate of 1.75% will save the City of Oskaloosa a total of \$220,675.

Because this interest rate reduction changes the terms of the original Notes, bond counsel was contacted and prepared the amended documents requiring council approval.

Staff recommends approval of this item as presented.

BUDGET CONSIDERATION:

Approval of this item means the interest rate on the Sewer Revolving Fund Loans can be reduced from 3% to 1.75%. Over the remaining term of the Sewer Revolving Fund Loans, this interest rate reduction will save the city a total of \$220,675. The funds may be used for any legal purpose associated with the Sanitary Sewer Fund as determined by the City Council.

ATTACHMENTS:

Resolution

Amendment to Loan and Disbursement Agreements

A RESOLUTION APPROVING AND AUTHORIZING AN AMENDMENT TO LOAN AND DISBURSEMENT AGREEMENTS BY AND BETWEEN THE CITY OF OSKALOOSA AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE REISSUANCE OF THE \$1,515,000 SEWER REVENUE CAPITAL LOAN NOTE, SERIES 1994, THE \$2,671,000 SEWER REVENUE CAPITAL LOAN NOTE, SERIES 1996, AND THE \$4,017,000 SEWER REVENUE CAPITAL LOAN NOTE, SERIES 2002, OF THE CITY

WHEREAS, the City of Oskaloosa (hereinafter the "Issuer") previously issued its Sewer Revenue Capital Loan Note, Series 1994, dated March 31, 1994, and Sewer Revenue Capital Loan Note, Series 1996, dated February 16, 1996, Sewer Revenue Capital Loan Note, Series 2002, dated December 6, 2002, to the extent of \$1,515,000, \$2,671,000, and \$4,017,000 respectively, (hereinafter the "Notes"), pursuant to Loan and Disbursement Agreements between Issuer, the Iowa Finance Authority, and Wells Fargo Bank, N.A., dated of like date (the "Agreements"), for the purpose of defraying the costs of the Project (as defined in the resolutions authorizing issuance of the same (hereinafter the "Resolutions")); and

WHEREAS, the Iowa Finance Authority, as Original Purchaser and current holder of the Notes, has authorized a reduction in the interest rate on the Notes to 1.75%; and

WHEREAS, an Amendment to the Loan and Disbursement Agreements (hereinafter the "Amendment") has been prepared to reflect said interest rate reduction, a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to IRS regulations adoption of the Amendment constitutes a reissuance of the Notes.

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

- Section 1. That the Resolutions are hereby amended to reflect the interest rate reduction to 1.75% per annum on the outstanding principal amount from and after June 1, 2013, for the remainder of the life of the Notes.

Section 2. That the Amendment in substantially the form attached to this Resolution is hereby authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Except as amended herein, all of the other terms and conditions of the Resolutions and Agreements are in all respects ratified, confirmed and approved and shall remain in full effect.

PASSED AND APPROVED this 15th day of July, 2013.

Mayor

ATTEST:

City Clerk

EXHIBIT A
AMENDMENT TO LOAN AND DISBURSEMENT AGREEMENTS

The Loan and Disbursement Agreements (Sewer Revenue Capital Loan Note) (the "Agreements") entered into as of March 31, 1994, February 16, 1996, and December 6, 2002, by and between the City of Oskaloosa, Iowa (the "City" or "Issuer"), the Iowa Finance Authority, as lender (the "Lender"), and Wells Fargo Bank, N.A., as trustee (the "Trustee"), relating to a loan from the Lender to the City in the amounts of \$1,515,000, \$2,671,000, and \$4,017,000 respectively, are hereby amended as follows:

1. The applicable interest rate for the Agreements shall be changed to 1.75%, effective as of June 1, 2013, and the Agreements shall thereafter be payable in accordance with the debt service schedules attached hereto and incorporated herein by this reference.
2. Except as amended herein, all of the other terms and conditions of the Agreements are in all respects ratified, confirmed and approved and shall remain in full effect.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the _____ day of _____, 2013.

CITY OF OSKALOOSA, IOWA

By: _____
Mayor

ATTEST:

City Clerk

IOWA FINANCE AUTHORITY

By: _____
Executive Director

WELLS FARGO BANK, N.A.

By: _____
Trust Officer

OSKALOOSA

*** Effective 6.1.13 ***



Loan ID CW9212R
Dated Date 3/31/1994
Original Loan Amt \$1,515,000

Date
12/1/2013
6/1/2014
12/1/2014
6/1/2015

New Debt Schedule			
Principal	New Interest 1.75%	Servicing Fee	New Annual Debt Service
	901.25		
50,000.00	901.25	51.50	51,854.00
	463.75		
53,000.00	463.75	26.50	53,954.00
103,000.00	2,730.00	78.00	105,808.00

OSKALOOSA

*** Effective 6.1.13 ***



Loan ID CW9510R
 Dated Date 2/2/1996
 Original Loan Amt \$2,671,000

Date
 12/1/2013
 6/1/2014
 12/1/2014
 6/1/2015
 12/1/2015
 6/1/2016
 12/1/2016
 6/1/2017

New Debt Schedule			
Principal	New Interest 1.75%	Servicing Fee	New Annual Debt Service
167,000.00	6,098.75	348.50	179,546.00
172,000.00	4,637.50	265.00	181,540.00
177,000.00	3,132.50	179.00	183,444.00
181,000.00	1,583.75	90.50	184,258.00
697,000.00	30,905.00	883.00	728,788.00

OSKALOOSA

*** Effective 6.1.13 ***



Loan ID MC05I31R
 Dated Date 12/6/2002
 Original Loan Amt \$4,017,000

Date
 12/1/2013
 6/1/2014
 12/1/2014
 6/1/2015
 12/1/2015
 6/1/2016
 12/1/2016
 6/1/2017
 12/1/2017
 6/1/2018
 12/1/2018
 6/1/2019
 12/1/2019
 6/1/2020
 12/1/2020
 6/1/2021
 12/1/2021
 6/1/2022
 12/1/2022
 6/1/2023
 12/1/2023
 6/1/2024

New Debt Schedule			
Principal	New Interest 1.75%	Servicing Fee	New Annual Debt Service
	21,866.25		
195,000.00	21,866.25	6,247.50	244,980.00
	20,160.00		
201,000.00	20,160.00	5,760.00	247,080.00
	18,401.25		
207,000.00	18,401.25	5,257.50	249,060.00
	16,590.00		
213,000.00	16,590.00	4,740.00	250,920.00
	14,726.25		
220,000.00	14,726.25	4,207.50	253,660.00
	12,801.25		
226,000.00	12,801.25	3,657.50	255,260.00
	10,823.75		
233,000.00	10,823.75	3,092.50	257,740.00
	8,785.00		
240,000.00	8,785.00	2,510.00	260,080.00
	6,685.00		
247,000.00	6,685.00	1,910.00	262,280.00
	4,523.75		
255,000.00	4,523.75	1,292.50	265,340.00
	2,292.50		
262,000.00	2,292.50	655.00	267,240.00
2,499,000.00	275,310.00	39,330.00	2,813,640.00

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: Planning & Zoning
Commission

ITEM TITLE:

Consider a resolution scheduling a public hearing on the vacation and sale of 60'X16.5' of the north-south public alley adjacent to 835 South 2nd Street.

EXPLANATION:

Lori Poush, owner of 835 South 2nd Street and 1004 South 1st Street, has requested that the portion of the north-south alley in between the above-mentioned properties be vacated. The primary building of the applicant is located on 835 South 2nd Street, whereas the applicant intends to build an accessory structure on the vacant lot at 1004 South 1st Street. Presently, Zoning Code 17.24.030 B.6. does not permit the construction of an accessory structure without a principal building. Hence, the applicant intends to combine the two separate lots of 1004 South 1st Street & 835 South 2nd Street, by purchasing the alley, which will allow them to legally construct an accessory building on 1004 South 1st Street.

The city conducted a survey of households with direct access to the subject alley. Among the residents that responded (8 total), 50% (4) did not want the alley vacated, and 50% (4) want the alley vacated. Those who did not want the alley vacated commented that the alley is being used on a regular basis. If City Council approves this alley vacate request, driveway access easement rights should be retained for vehicular access for the adjacent property owners. This alley also contains Century Link utility infrastructure. Hence, easement rights will need to be retained for access to the above-mentioned utility.

The Planning & Zoning Commission considered this item at their July 8, 2013 meeting and recommended by a vote of 5 to 0 that the City Council approve the alley vacate request but retain utility access easement and vehicular access easement.

Recommended Action:

Staff recommends approving the resolution scheduling a public hearing for August 5, 2013.

BUDGET CONSIDERATION:

\$100.00 in application fees and if the alley vacate is approved, there is a revenue of \$495.00 (60'X 16.5' X \$0.50/SF). Alley vacates result in revenue received by the city. The city sells residential alleys for \$0.50 per square foot.

ATTACHMENTS:

Resolution, Location Map, Picture of Alley, Alley Vacate Application and Responses from adjacent owners and utility companies.

RESOLUTION NO. _____

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO CONSIDER AN ORDINANCE TO VACATE THE NORTH-SOUTH ALLEY ADJACENT TO 835 SOUTH 2ND STREET, AND THE SALE OF SAID PUBLIC ALLEY RIGHT-OF-WAY.

WHEREAS, a request has been made and the City wishes to consider the vacation and sale of the north-south public alley right-of-way that lies adjacent to 835 South 2nd Street and is legally described as follows:

The 60' X 16.5' section of the north-south alley lying adjacent to Lot 6 of the subdivision of Lot 3 of the SE ¼ of the NE ¼ of Section 24 in the City of Oskaloosa, Mahaska County, Iowa

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa that a public hearing shall be conducted on Monday, August 5, 2013 at 6:00 p.m. in the City Council Chambers, City Hall, Oskaloosa, Iowa at which time persons may appear and speak for or against the vacation as legally described in the preamble hereof.

PASSED AND APPROVED this _____ day of July, 2013.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

ALLEY VACATE REQUEST FOR 835 SOUTH 2ND STREET



ALLEY VACATE
REQUEST AREA





North-south alley west of 835 South 2nd Street, looking north.

ALLEY VACATION REQUEST
City of Oskaloosa, Iowa

Policy for sale of alleys:

Policy Adopted: 2/18/2003

1. The property owner requesting the vacation of the alley will pay the \$100.00 application fee and the purchase price of one-half of the alley at the time of the request. If the alley vacation and sale is not approved, the amount of the purchase will be refunded. Other property owners adjacent to the alley that wish to purchase their half will have 30 days after the third reading of the ordinance to purchase their portion. After the 30 days it could be sold to other adjoining property owners.
2. Alleys sold within a residentially zoned area will be sold at the residential rate (\$.50/SF), and alleys located in commercially or industrially zoned areas will be sold at commercial rates (\$1.00/SF).

Date of Request: 5/20/13

Property Owner Name: Lori Poush

Address: 835 S. 2nd St.
OSKALOOSA, IA 52577

Phone: 641-672-9271

Description of alley requested for vacation: _____

Reason for requesting alley vacation: I would like to combine my two properties so that I could put a building on my property on S. 1st. It would contain my vehicles. I would leave the alley open for traffic.

Signature Lori Poush

OFFICE USE:

Application Fee Paid

Amount Paid For 1/2 of Alley: \$ 247.50 (~~60~~ x 116.5 x \$.50 /SF) x .50

Total \$495.00

Vacation Approved _____ Denied _____ Refund Payment _____

ALLEY VACATION RESPONSE : 835 South 2nd street

ADDRESS	NAME	RESPONSE	COMMENTS
918 South 1st Street	Dennie & Wanda Johnson	No, does not approve of proposed alley vacation	It's the only way to get to my back yard
920 South 1st Street	George & Linda Shook	No, does not approve of proposed alley vacation	I need access to my backyard and shed
922 South 1st Street	Cecil & Fannie Comstock	No, does not approve of proposed alley vacation	I need a way to the alley; need to get to the backyard to cut wood
924 South 1st Street	Christine Paton	No, does not approve of proposed alley vacation	I wouldn't be able to drive to the back of my trailer
829 South 2nd Street	Brian & Mary Lester	Yes Approve the proposed alley vacation	
831 South 2nd Street	Rbe LLC % Chris Roach	Yes Approve the proposed alley vacation	
833 South 2nd Street	Ruby Maxwell	Yes Approve the proposed alley vacation	She said she wasn't closing so I will go along with her
835 South 2nd Street	James & Lori Poush	Yes Approve the proposed alley vacation	
902 South 2nd Street	Clow Valve Company		

UTILITY COMPANY RESPONSE

MCG	No Utilities in Alleyway
WATER DEPT.	No Utilities in Alleyway
CENTURY LINK	Yes Utilities in Alleyway
MIDAMERICAN ENERGY	No Utilities in Alleyway

OSKALOOSA
IOWA



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: Planning & Zoning
Commission

ITEM TITLE:

Consider a resolution scheduling a public hearing to amend Title 17 – “Zoning,” Chapter 17.28 – “Off-Street Parking” of the City Of Oskaloosa Zoning Ordinance providing amendments for off-street parking design standards and parking for personal and recreational vehicles.

EXPLANATION:

The City Council, during its meeting on June 3, 2013, recommended that city staff and the Planning & Zoning Commission conduct research and provide recommendations on updating the City Ordinance regulating the parking of personal and recreational vehicles.

The following code changes are presented by the Planning and Zoning Commission for City Council consideration:

1. Amend off-street parking design standards for pavement and drainage, Section 17.28.060 B. Pavement and drainage; and
2. Amend applicability, location of parking, and special provisions for recreational vehicles and boats, Section 17.28.080 Parking for personal and recreational vehicles.

The Planning & Zoning Commission considered this item at their July 8, 2013 meeting and recommended by a vote of 5 to 0 that the City Council approve the ordinance amendments.

DETAILED PROJECT DESCRIPTION:

1. Amend off-street parking design standards for pavement and drainage, Section 17.28.060 B. Pavement and drainage;

The proposed text amendment inserts specific language for the off-street parking pavement types to add sealcoat, gravel, or crushed stones as acceptable surfaces.

B. Pavement and Drainage.

1. Off-street parking facilities shall be surfaced with concrete, asphalt, asphaltic concrete, ~~or bricks~~, **sealcoat, gravel, or crushed stone**, and shall be maintained with materials sufficient to prevent mud, dust, or loose material except as provided below:
 - a. Sites within the AG and RR districts are exempt from this requirement.
 - b. In residential areas, all parking spaces and driveways used for parking shall be ~~paved on a surface consisting of concrete, asphalt, asphaltic concrete, bricks, sealcoat, gravel, or crushed stone~~; however, this requirement does not extend to driveways not used under any conditions for parking.
 - c. In GI districts, the paving requirement for certain parking and loading areas more than one hundred feet back from any public right-of-way may be waived, following review and approval of a specific site plan by the zoning administrator.
2. Off-street parking facilities shall be designed and built to prevent the free flow of water onto adjacent properties.

2. Amend applicability, location of parking, and special provisions for recreational vehicles and boats, Section 17.28.080 Parking for personal and recreational vehicles.

The proposed text amendment inserts specific language to remove weight restrictions, limit the size restrictions, change the required pavement type for heavy commercial vehicles, and add conditions for the parking of personal vehicles.

17.28.080 - Parking for personal and recreational vehicles.

- A. Applicability. This section permits the parking of personal vehicles on a single lot in a residential district subject to specific conditions. Personal vehicles include: passenger cars; vans; pickup trucks; camper shells, toppers, trailers, **boats**, and other similar appurtenances intended for attachment to a personal vehicle; ~~trailers under twenty-five feet in length, and boats under twenty-five feet in length.~~ The maximum height of any Personal Vehicle shall be **eight**

~~feet thirteen feet six inches (13'-6") from grade. Trucks, tractor cab units, trailers, recreational vehicles, boats over twenty five feet in length and vehicles over ten tons gross empty weight shall be defined as heavy commercial vehicles.~~

B. Location of Parking.

1. Parking is permitted within any enclosed structure when such structure conforms to the regulations of its zoning district.
2. Parking of personal vehicles is permitted on a ~~paved~~ driveway surface (outside of an enclosed structure), **complying with the Off-street parking design standards provisions of Section 17.28.060 B.1. of the Zoning Code**, within the front yard setback, but shall in no case encroach upon the public right-of-way.

Parking of personal vehicles is permitted on a ~~paved~~ driveway surface (outside of an enclosed structure) within the front yard setback, but shall in no case encroach upon the public right-of-way. **The driveway surface must comply with the off-street parking design standards provisions of Section 17.28.060 B.1. of the Zoning Code**

3. Parking of personal vehicles may occur in the rear yard setback (outside of an enclosed structure and not on the front yard paved driveway) if the zoning administrator determines that such parking conforms to the provisions of this title and meets the following conditions:
 - a. The parking space is provided on a ~~paved~~ **driveway** surface connected by a ~~paved~~ **driveway** surface to a dedicated public right-of-way and/or alley. **The driveway surface must comply with the off-street parking design standards provisions of Section 17.28.060 B.1. of the Zoning Code**
 - b. The paved parking does not exceed the maximum impervious coverage limit for the lot.
4. Heavy commercial vehicles, including tractor cab units rated at more than ten tons gross vehicle weight, ~~and recreational vehicles~~, shall not be parked on any lot within a residential zoning district, ~~except as provided below~~. **All permitted heavy commercial vehicles in a residential district must be parked on paved hard surface consisting of concrete, asphalt, asphaltic concrete.**

C. Special Provisions for Recreational Vehicles and Boats. Parking and storage of recreational vehicles and boats within residential districts is subject to the following additional conditions. These conditions are in addition to those requirements for the parking of personal vehicles.

1. Recreational vehicles and boats, **when parked or stored on residential properties**, must be maintained in a clean, well-kept state **at all times**. **Spider webs, debris, excessive dirt, weed accumulation on or under a**

recreational vehicle are prohibited at all times as are broken windows and flat tires. All parking and storage areas for recreational vehicles or boats shall be properly maintained and kept free of weeds, mud, and other debris.

2. Recreational vehicles and boats equipped with liquefied petroleum gas containers must ensure that such containers must meet the current standards of the Interstate Commerce Commission, the United States Department of Transportation, or the American Society of Mechanical Engineers. Any valves must be closed at all times that the vehicle is not in preparation for immediate use. Leaks in containers must be repaired immediately.
3. Recreational vehicles may be used as temporary parking by **nonpaying** guests for a maximum of three consecutive days or fourteen days total during any calendar year. Cooking in ~~the-a~~ recreational vehicle **or boat** is prohibited at all times. **Recreational vehicles or boats shall not be occupied for living purposes.**
4. Recreational vehicles and boats may not be permanently connected to utility lines. **Sewer hookups are prohibited at all times.**
5. Recreational vehicles and boats may not be used for the storage of goods, materials, or equipment other than those items which pertain to the use of the vehicle.
6. If feasible on a lot, recreational vehicles and boats shall be parked outside of required front yard and street side yard setbacks.
7. **All covers and tarps or any other material utilized to protect recreational vehicles or boats from the elements must be secured and weatherproof. Rocks, bricks, or other weighted items cannot be used to secure the weatherproofing cover. The use of ropes, bungee cords, adjustable straps, or other similar methods are required to secure the cover to the vehicle.**
8. **Recreational vehicles or boats shall not be parked or stored within twenty feet (20') from the back of the curb or edge of pavement ~~where such parking or storage constitutes a clear and demonstrable traffic hazard and threat to public health and safety.~~ The City Manager or his designee, shall at their discretion, declare the parking or storage of recreational vehicles or boats to be a traffic hazard and require immediate removal of the recreational vehicles or boats.**
9. **No recreational vehicles or boats shall be parked or stored in the corner lot side yard next to the street unless it complies with all other provisions of this section.**

BUDGET CONSIDERATION:

There will be minimal impact to the City Budget for the cost associated with drafting revisions to Chapter 17.28 of Oskaloosa Municipal Code.

ATTACHMENTS:

Resolution.

RESOLUTION NO. _____

RESOLUTION SETTING DATE FOR A PUBLIC HEARING TO AMEND THE ZONING ORDINANCE OF THE CITY OF OSKALOOSA, IOWA BY AMENDING TITLE 17, "ZONING," CHAPTER 17.28, "OFF-STREET PARKING," SECTION 17.28.060 B. – "PAVEMENT AND DRAINAGE" AND SECTION 17.28.080 – "PARKING FOR PERSONAL AND RECREATIONAL VEHICLES."

WHEREAS, the City of Oskaloosa has deemed it advisable to consider amending Title 17 – "Zoning," Chapter 17.28 – "Off-street parking," Section 17.28.060 B. – "Pavement and Drainage" and Section 17.28.080 "Parking for personal and recreational vehicles" of the City Of Oskaloosa Zoning Ordinance providing amendments for off-street parking pavement types and special provisions for recreational vehicles. The amendments are as follows:

1. Section 17.28.060 B. – "Pavement and Drainage" is deleted in its entirety and amended as follows:
 - B. Pavement and Drainage.
 1. Off-street parking facilities shall be surfaced with concrete, asphalt, asphaltic concrete, ~~or bricks~~, **sealcoat, gravel, or crushed stone**, and shall be maintained with materials sufficient to prevent mud, dust, or loose material except as provided below:
 - a. Sites within the AG and RR districts are exempt from this requirement.
 - b. In residential areas, all parking spaces and driveways used for parking shall be **paved on an surface consisting of concrete, asphalt, asphaltic concrete, bricks, sealcoat, gravel, or crushed stone**; however, this requirement does not extend to driveways not used under any conditions for parking.
 - c. In GI districts, the paving requirement for certain parking and loading areas more than one hundred feet back from any public right-of-way may be waived, following review and approval of a specific site plan by the zoning administrator.
 2. Off-street parking facilities shall be designed and built to prevent the free flow of water onto adjacent properties.
2. Section 17.28.080 "Parking for personal and recreational vehicles" is deleted in its entirety and amended as follows:

17.28.080 - Parking for personal and recreational vehicles.

A. Applicability. This section permits the parking of personal vehicles on a single lot in a residential district subject to specific conditions. Personal vehicles include: passenger cars; vans; pickup trucks; camper shells, toppers, trailers, **boats**, and other similar appurtenances intended for attachment to a personal vehicle; ~~trailers under twenty five feet in length, and boats under twenty five feet in length.~~ The maximum height of any Personal Vehicle shall be ~~eight feet~~ **thirteen feet six inches (13'-6")** from grade. ~~Trucks, tractor cab units, trailers, recreational vehicles, boats over twenty five feet in length and vehicles over ten tons gross empty weight shall be defined as heavy commercial vehicles.~~

B. Location of Parking.

1. Parking is permitted within any enclosed structure when such structure conforms to the regulations of its zoning district.
2. Parking of personal vehicles is permitted on a ~~paved~~-driveway surface (outside of an enclosed structure), **complying with the Off-street parking design standards provisions of Section 17.28.060 B.1. of the Zoning Code**, within the front yard setback, but shall in no case encroach upon the public right-of-way.

Parking of personal vehicles is permitted on a ~~paved~~-driveway surface (outside of an enclosed structure) within the front yard setback, but shall in no case encroach upon the public right-of-way. **The driveway surface must comply with the Off-street parking design standards provisions of Section 17.28.060 B.1. of the Zoning Code**

3. Parking of personal vehicles may occur in the rear yard setback (outside of an enclosed structure and not on the front yard paved driveway) if the zoning administrator determines that such parking conforms to the provisions of this title and meets the following conditions:
 - a. The parking space is provided on a ~~paved~~-**driveway** surface connected by a ~~paved~~-**driveway** surface to a dedicated public right-of-way and/or alley. **The driveway surface must comply with the Off-street parking design standards provisions of Section 17.28.060 B.1. of the Zoning Code**
 - b. The paved parking does not exceed the maximum impervious coverage limit for the lot.
4. Heavy commercial vehicles, including tractor cab units rated at more than ten tons gross vehicle weight, ~~and recreational vehicles~~, shall not be parked on any lot within a residential zoning district, ~~except as provided below.~~ **All permitted heavy commercial vehicles in a**

residential district must be parked on paved hard surface consisting of concrete, asphalt, asphaltic concrete.

- C. Special Provisions for Recreational Vehicles and Boats. Parking and storage of recreational vehicles and boats within residential districts is subject to the following additional conditions. These conditions are in addition to those requirements for the parking of personal vehicles.
- 1. Recreational vehicles and boats, when parked or stored on residential properties, must be maintained in a clean, well-kept state at all times. Spider webs, debris, excessive dirt, weed accumulation on or under a recreational vehicle are prohibited at all times as are broken windows and flat tires. All parking and storage areas for recreational vehicles or boats shall be properly maintained and kept free of weeds, mud, and other debris.**
 2. Recreational vehicles and boats equipped with liquefied petroleum gas containers must ensure that such containers must meet the current standards of the Interstate Commerce Commission, the United States Department of Transportation, or the American Society of Mechanical Engineers. Any valves must be closed at all times that the vehicle is not in preparation for immediate use. Leaks in containers must be repaired immediately.
 3. Recreational vehicles may be used as temporary parking by ~~nonpaying~~ guests for a maximum of three consecutive days or fourteen days total during any calendar year. Cooking in ~~the-a~~ recreational vehicle **or boat** is prohibited at all times. **Recreational vehicles or boats shall not be occupied for living purposes.**
 4. Recreational vehicles and boats may not be permanently connected to utility lines. **Sewer hookups are prohibited at all times.**
 5. Recreational vehicles and boats may not be used for the storage of goods, materials, or equipment other than those items which pertain to the use of the vehicle.
 6. If feasible on a lot, recreational vehicles and boats shall be parked outside of required front yard and street side yard setbacks.
 - 7. All covers and tarps or any other material utilized to protect recreational vehicles or boats from the elements must be secured and weatherproof. Rocks, bricks, or other weighted items cannot be used to secure the weatherproofing cover. The use of ropes, bungee cords, adjustable straps, or other similar methods are required to secure the cover to the vehicle.**
 - 8. Recreational vehicles or boats shall not be parked or stored within twenty feet (20') from the back of the curb or edge of pavement where**

~~such parking or storage constitutes a clear and demonstrable traffic hazard and threat to public health and safety.~~ The City Manager or his designee, shall at their discretion, declare the parking or storage of recreational vehicles or boats to be a traffic hazard and require immediate removal of the recreational vehicles or boats.

9. No recreational vehicles or boats shall be parked or stored in the corner lot side yard next to the street unless it complies with all other provisions of this section.

WHEREAS, said proposed text amendment was reviewed by the Planning and Zoning Commission at their meeting on July 8, 2013, and

WHEREAS, section 17.34.040 of the Oskaloosa Municipal Code requires a public hearing on such Zoning Ordinance Amendments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa that a public hearing shall be conducted on Monday, August 5, 2013 at 6:00 p.m. in the City Council Chambers, City Hall, Oskaloosa, Iowa at which time persons may appear and speak for or against the amendments as legally described in the preamble hereof.

PASSED AND APPROVED this _____ day of July, 2013.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: CITY MANAGER'S OFFICE

ITEM TITLE:

Consider a resolution authorizing and directing the City Manager to complete a land purchase agreement for the West End Sanitary Sewer Project lift station site.

EXPLANATION:

The city and the Iowa Department of Transportation (DOT) are partnering on the extension of sanitary sewer to include the DOT's maintenance facility located at 1970 Iowa 92 West. By agreement, the DOT is providing \$300,000 for the project and the city is responsible for the balance of any incurred expenses.

In order to complete the sanitary sewer project, a lift station must be constructed, however the city does not have any land in the area and must acquire approximately 1/3 acres in order to complete the lift station. Mr. Warrick is agreeable to selling 1/3 acres of his property to the city with the following stipulations:

- A. The city shall compensate Mr. Warrick five-thousand dollar (\$5,000) for one third (1/3) acres of property to be used for the installation of a sanitary sewer lift station;
- B. The city shall provide Mr. Warrick one (1) single dwelling hook-up to the city's sanitary sewer system and waive any connection fee assessment calculated by the city to recoup costs associated with the extension of the sanitary sewer system known as the "West End Sanitary Sewer Project"; and
- C. The city shall memorialize the terms and conditions of this purchase through a formal executed agreement between the parties.

Staff recommends approval of this item as presented with stipulations A, B and C.

BUDGET CONSIDERATION:

The West End Sanitary Sewer Project is specifically included in the FY2014 budget and the costs associated with the property acquisition are well within the project's budget.

ATTACHMENTS:

Resolution

Acquisition Plat

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY
MANAGER TO COMPLETE A LAND PURCHASE AGREEMENT FOR
THE WEST END SANITARY SEWER PROJECT LIFT STATION SITE**

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

WHEREAS, the improvements require the acquisition of property in order to complete construction to designed standards; and

WHEREAS, time is of the essence and the City of Oskaloosa desires to purchase property from Joe and Judy Warrick for the purpose of constructing, operating and maintaining a sanitary sewer lift station.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa that the City Manager is hereby authorized and directed to draft a land purchase agreement for the West End Sanitary Sewer Project lift station site between the City of Oskaloosa, Iowa and Joe and Judy Warrick and;

BE IF FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute the agreement on behalf of the city and issue payment as outlined in the purchase agreement.

Passed and approved this 15th day of July, 2013.

David Krutzfeldt, Mayor

Attest:

Amy Miller, City Clerk



GARDEN & ASSOC.

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

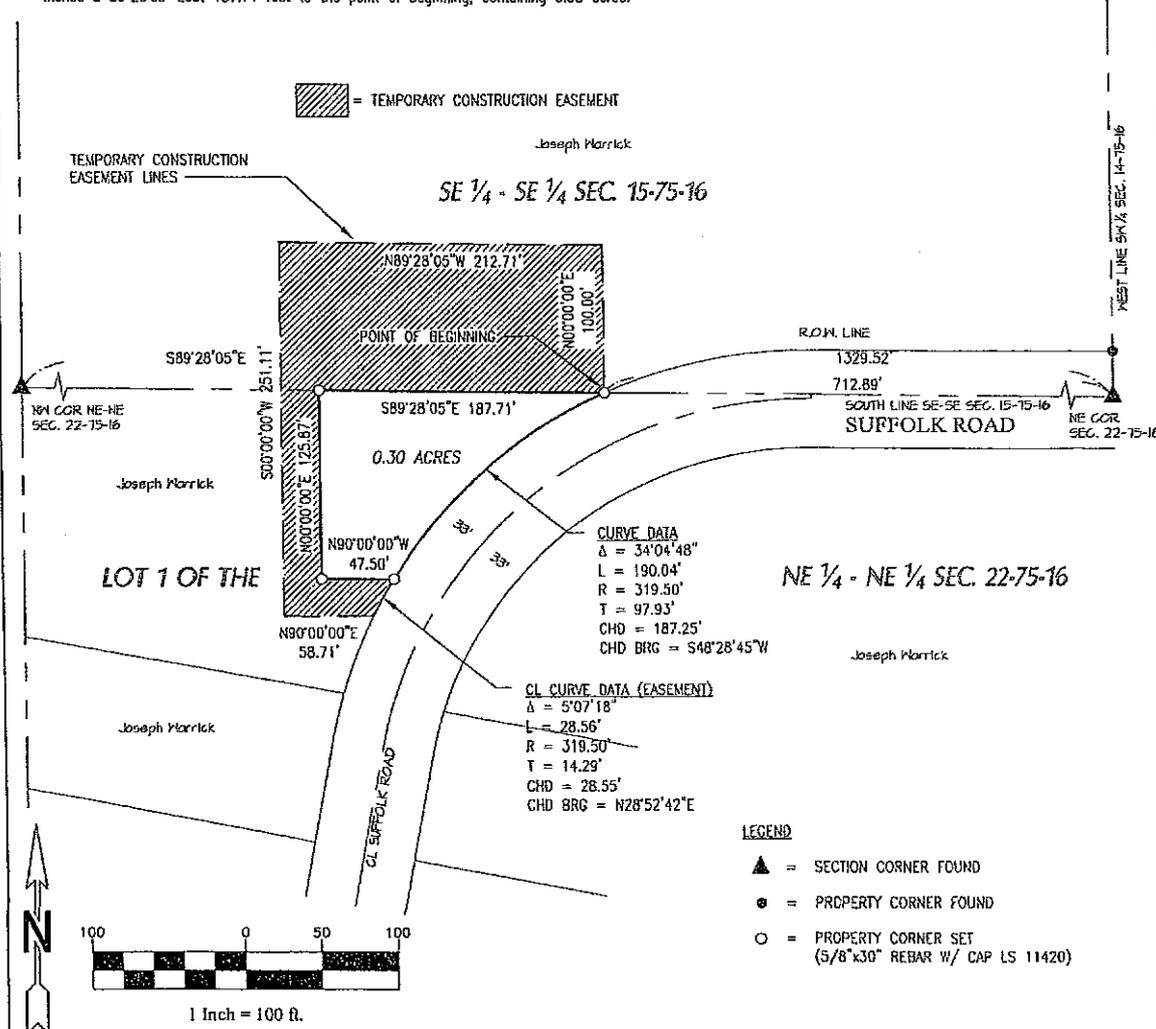
ACQUISITION PLAT

Legal Description

A part of Lot One (1) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) Section Twenty-two (22), Township Seventy-five (75) North, Range Sixteen (16) West of the 5th P.M. in Mahaska County, Iowa and more particularly described as follows: beginning at a point on the North line of said NE 1/4-NE 1/4 Section 22 a distance of 712.89 feet West of the Northeast corner thereof at the intersection with the Northwestery line of Suffolk Road; thence Southwesterly 190.04 feet along a 319.50 foot radius curve concave Southwesterly, having a chord bearing South 48°28'45" West 187.25 feet; thence North 90°00'00" West 47.50 feet; thence North 00°00'00" East 125.87 feet to the North line of said NE 1/4-NE 1/4; thence South 89°28'05" East 187.71 feet along said North line to the Point of beginning, containing 0.30 acres and subject to any and all easements and/or restrictions of record. The North line of said NE 1/4-1/4 is South 89°28'05" East for this description.

Temporary Construction Easement

A temporary construction easement over, under and across a part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) Section Fifteen (15) and a part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) Section Twenty-two (22) all in Township Seventy-five (75) North, Range Sixteen (16) West of the 5th P.M. in Mahaska County, Iowa, and more particularly described as follows: beginning at a point on the South line of said SE 1/4-SE 1/4 Section 15 a distance of 712.89 feet West of the Southeast corner thereof; thence North 00°00'00" East 100.00 feet; thence North 89°28'05" West 212.71 feet; thence South 00°00'00" West 251.11 feet; thence North 90°00'00" East 58.71 feet to the Westerly line of Suffolk Road; thence Northerly 28.56 feet along a 319.50 foot radius curve, concave Easterly, along said Westerly line, having a chord bearing North 28°52'42" East 28.55 feet; thence North 90°00'00" West 47.50 feet; thence North 00°00'00" East 125.87 feet to the North line of said NE 1/4 -NE 1/4 Section 22; thence S 89°28'05" East 187.71 feet to the point of beginning, containing 0.58 acres.



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

Gary Wayne Keith 11 April 2013
 Gary Wayne Keith, L.L.S. Date
 License number: 11420
 My license renewal date is December 31, 2014
 Pages or sheets covered by this seal: 1 of 1



CITY OF OSKALOOSA, IOWA			
PART OF LOT 1 OF THE			
NE 1/4-NE1/4 SEC. 22-75-16			
MAHASKA COUNTY, IOWA			
DATE: 04/13	DRN. KJR	APP. <i>GJK</i>	
FLD.BK. NA	PROJ.NO.	3012280	



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: Public Works Department,
Engineering Division

ITEM TITLE:

Consider a motion to approve and direct the City Manager to execute a professional services agreement with Garden & Associates, LTD. for the First Avenue East Sidewalk Project in an amount not to exceed \$24,600.

EXPLANATION:

The City has approached Garden & Associates, LTD. to complete the design work for the First Avenue East Sidewalk Project. The scope of the project is to reconstruct sidewalks and curb on the north side of First Avenue East from South First Street to South Second Street and on the west side of South Second Street from First Avenue East north approximately 60 feet to the south line of the Law Enforcement Center parking lot. The property owners will be responsible to pay their share of the sidewalk reconstruction and the city will be responsible for new sidewalk ramps and curb and gutter. Garden & Associates is proposing a total contract in an amount not to exceed as outlined below:

Design & Bid Phase Services:	\$11,700.00
Construction Phase services:	\$12,900.00
Total:	\$24,600.00

The First Avenue East Sidewalk Project construction phase will require future action by the City Council when the design work is complete and bids are let.

BUDGET CONSIDERATION:

An expenditure of \$24,600.00 from the local option sales tax fund and/or franchise fees.

ATTACHMENTS:

Letter from Gardens & Associates and Agreement.

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

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER (CITY OF OSKALOOSA, IOWA)
AND
ENGINEER (GARDEN & ASSOCIATES, LTD.)
FOR PROFESSIONAL SERVICES FOR
FIRST AVENUE EAST SIDEWALK IMPROVEMENTS
OSKALOOSA, IOWA**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

And

Issued and Published Jointly By



**AMERICAN CONSULTING
ENGINEERS COUNCIL**



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



**AMERICAN SOCIETY OF
CIVIL ENGINEERS**

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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

EJCDC No. 1910-1 (1996 Edition)

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1420 King Street, Alexandria, VA 22314-2715

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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

THIS IS AN AGREEMENT effective as of July 15, 2013 ("Effective Date") between The City of Oskaloosa, Iowa ("OWNER") and Garden & Associates, Ltd., Oskaloosa, Iowa ("ENGINEER").

OWNER intends to reconstruct sidewalk on the north side of First Avenue East from South First Street to South Second Street and on the west side of South Second Street from First Avenue East north approximately 60 feet to the south line of the Law Enforcement Center parking lot ("Project"). OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice

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

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

D. *Payments Upon Termination.*

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

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

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

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

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Designing to Construction Cost Limit

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

5.03 Opinions of Total Project Costs

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

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

except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include

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

6.04 Use of Documents

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

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

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

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

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

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

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

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

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

6.05 Insurance

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

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

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

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

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

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

deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER

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

6.09 Dispute Resolution

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

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

6.10 Hazardous Environmental Condition

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

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

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

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

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

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

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

6.11 Allocation of Risks

A. Indemnification

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

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

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

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

officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon

completion of the Work; has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it

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

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

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

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

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

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

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

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 9 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 3 pages.

~~E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.~~

~~F. Exhibit F, "Construction Cost Limit," consisting of _____ pages.~~

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution," consisting of 1 page.

~~I. Exhibit I, "Allocation of Risks," consisting of _____ pages.~~

J. Exhibit J, "Special Provisions," consisting of 1 page.

8.02 Total Agreement

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	ENGINEER:
CITY OF OSKALOOSA, IOWA	GARDEN & ASSOCIATES, LTD.
By:	By: <i>Robert A. Nielsen</i>
Title:	Title: President
Date Signed:	Date Signed: 6/27/13
Address for giving notices:	Address for giving notices:
	P.O. Box 451
	1701 3 rd Avenue East, Suite 1
	Oskaloosa, IA 52577
Designated Representative (paragraph 6.02.A):	Designated Representative (paragraph 6.02.A):
	Robert A. Nielsen, P.E.
Title:	Title: President
Phone Number:	Phone Number: 641- 672-2526
Facsimile Number:	Facsimile Number: 641-672-2091
E-Mail Address:	E-Mail Address: bnielsen@gardenassociates.net

This is EXHIBIT A, consisting of 9 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated July 15, 2013.

Initial:
OWNER _____
ENGINEER WJ

ENGINEER's Services

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

PART 1 -- BASIC SERVICES

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

~~A. ENGINEER shall:~~

~~1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.~~

~~2. Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.~~

~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.~~

~~4. Identify and evaluate viable and practical alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.~~

~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.~~

~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: -~~

~~7. Furnish _____ review copies of the Report to OWNER within _____ days of authorization to begin services and review it with OWNER.~~

~~8. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish _____ final copies of the revised Report to the OWNER within _____ days after completion of reviewing it with OWNER.~~

~~B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.~~

A1.02 *Preliminary Design Phase*

A. After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and Upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, selection, and authorization prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.

4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01.A.5.

5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: None

6. Furnish the Preliminary Design Phase documents to and review them with OWNER.

7. Submit to OWNER 2 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within 30 days after authorization to proceed with this phase subject to ability to complete field and topographic surveys due to adverse weather conditions and ground snow cover.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 *Final Design Phase*

A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01.A.5.

4. Perform or provide the following additional Final Design Phase tasks or deliverables:

5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.

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

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

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

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

A1.04 *Bidding or Negotiating Phase*

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

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

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

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

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

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

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

A1.05 *Construction Phase*

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

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

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

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

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

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

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

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

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

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

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

the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

a. Receive and review maintenance and operating instructions, schedules, and guarantees.

b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.

c. ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work; ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
2. Assist OWNER in training OWNER's staff to operate and maintain Project equipment and systems.

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

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

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

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

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

PART 2 -- ADDITIONAL SERVICES

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

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

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

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

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

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

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

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

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

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys – see Exhibit J.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor – see Exhibit J.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in

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

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

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

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

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

This is EXHIBIT B, consisting of 3 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated July 15, 2013.

Initial:
OWNER _____
ENGINEER JAN

OWNER's Responsibilities

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

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

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

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

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

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

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

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

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

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

L. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.

3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the ~~pre-bid conference~~, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

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

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

R. Perform or provide the following additional services: None

This is EXHIBIT C, consisting of 3 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated July 15, 2013.

Initial:
OWNER _____
ENGINEER RFW

Payments to ENGINEER for Services and Reimbursable Expenses

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

ARTICLE 4 -- PAYMENTS TO THE ENGINEER -

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

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

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

2. ENGINEER'S Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.

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

Design Phase	
Basic Services	\$ 8,500
Structural Engineering for Vaults	\$ 2,000
Bid Phase	\$ 1,200
Construction Phase	
Administration	\$ 1,800
Construction Survey	\$ 1,600
Resident Project Observation	\$ 2,500
TOTAL	\$24,600

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

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

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

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

8. The Standard Hourly Rates Method of Payment is conditioned on Contract Times to complete the Work not exceeding 20 working days. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

9. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount equal to \$5,000.00 for all Basic Services for each prime contract added.

C4.02 For Basic Services Having An Undetermined Scope -- Standard Hourly Rates Method of Payment

A. OWNER shall pay ENGINEER for Basic Services having an undetermined scope as follows:

1. Resident Project Representative Services. For services of ENGINEER's Resident Project Representative, if any, under paragraph A1.05A.2.a of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. The total compensation under this paragraph is included in paragraph C4.01 A.3. above.

2. Post-Construction Phase Services. For Post-Construction Phase services under paragraph A1.06 of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. ~~The total compensation under this paragraph is estimated to be _____.~~

C4.03 For Additional Services

A. OWNER shall pay ENGINEER for Additional Services as follows:

1. General. For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. Serving as a Witness. For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of \$1,000.00 per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.06.

C4.04 For Reimbursable Expenses

A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of 1.00.

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

C4.05 Standard Hourly Rates

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

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

C4.06 For ENGINEER's Consultant's Charges

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

C4.07 Factors

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

C4.08 Other Provisions Concerning Payment

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

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

C. Estimated Compensation Amounts

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

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

This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated July 15, 2013.

Initial:
OWNER
ENGINEER [Signature]

ENGINEER's Hourly Rate Schedule and Reimbursable Expenses

Current agreements for engineering services stipulate that the Hourly Rates and Reimbursable Expenses are subject to review and adjustment per Exhibit C. Hourly Rates and Reimbursable Expenses for services performed on the date of the Agreement are:

2013 RATE SCHEDULE

<u>Classification</u>	<u>Rate Per Hour</u>
Principal Engineer	\$123.00
Project Manager	\$117.00
Engineer 1	\$108.00
Engineer 2	\$103.00
Engineer 3	\$ 91.00
Engineer 4	\$ 89.00
Engineer 5	\$ 78.00
Surveyor 1	\$ 99.00
Surveyor 2	\$ 96.00
Surveyor 3	\$ 80.00
Technician 1	\$ 83.00
Technician 2	\$ 76.00
Technician 3	\$ 72.00
Technician 4	\$ 69.00
Technician 5	\$ 61.00
Technician 6	\$ 49.00

REIMBURSABLE EXPENSES

Mileage, Per Mile	\$ 0.56
Printing, Per Square Foot	\$ 0.25
Printing – Color, Per Square Foot	\$ 2.00
Copying, Per Sheet	\$ 0.25
Copying – Color, Per Sheet	\$ 1.50
GPS Survey Equipment, Per Hour	\$ 45.00
Robotic Total Station Equipment, Per Hour	\$ 45.00
ATV GPS Mapping, Per Hour	\$105.00

OTHER REIMBURSABLE EXPENSES

1. Charges for outside services such as soils and materials testing, fiscal, and legal will be billed at their invoice cost.
2. All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Rate Schedule effective March 1, 2013 through February 28, 2014. The Rate Schedule shall be subject to change each March 1st of each year this agreement is in effect.

This is EXHIBIT D, consisting of 3 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated July 15, 2013.

Initial:
OWNER _____
ENGINEER WAA

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 Resident Project Representative

A. ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with

ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

b. Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.

c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.

c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*

a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

10. *Records:*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.

d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

This is EXHIBIT G, consisting of 2 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated July 15, 2013.

Initial:
OWNER _____
ENGINEER AKJ

Insurance

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

G6.05 Insurance

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

1. By ENGINEER:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess or Umbrella Liability --

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

e. Automobile Liability --

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

[or]

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

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

of \$1,000,000 per claim.

2. By OWNER:

- a. Workers' Compensation: Statutory
 - b. Employer's Liability --
 - 1) Each Accident \$ 1,000,000
 - 2) Disease, Policy Limit \$ 1,000,000
 - 3) Disease, Each Employee \$ 1,000,000
 - c. General Liability --
 - 1) General Aggregate: \$ No Aggregate
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$ 500,000
 - d. Excess Umbrella Liability --
 - 1) Each Occurrence: \$ 2,000,000
 - 2) General Aggregate: \$ 2,000,000
 - e. Automobile Liability --
 - 1) Bodily Injury:
 - a) Each Accident \$ _____
 - 2) Property Damage:
 - a) Each Accident \$ _____
- [or]
- 1) Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$ 500,000
- f. Other (specify):
_____ \$ _____

B. *Additional Insureds*

~~1. The following persons or entities are to be listed on OWNER's policies of insurance as additional insureds as provided in paragraph 6.05.B:~~

a. _____
~~ENGINEER~~

b. _____
~~ENGINEER'S CONSULTANT~~

c. _____
~~ENGINEER'S CONSULTANT~~

This is EXHIBIT H, consisting of 1 page, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated July 15, 2013.

Initial:
OWNER _____
ENGINEER YAJ

Dispute Resolution

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

H6.09 *Dispute Resolution*

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

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the Agreement between **OWNER** and **ENGINEER** for Professional Services dated July 15, 2013.

Initial:
OWNER _____
ENGINEER BAJ

Special Provisions

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

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



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: CITY MANAGER'S OFFICE

ITEM TITLE:

Discussion and possible action on a recommendation from the City Council Public Projects Committee relative to four-way stop intersections.

EXPLANATION:

Attached to this item are the minutes taken from the July 9, 2013 Public Project Committee meeting. The purpose of the meeting was to meet and discuss the comments received by city council relative to the removal of four way stop signs in various locations within town. Staff provided the Committee with previous study information and added new speed survey information obtained by the police department.

The Committee would like to report back to the city council on their discussions and introduce recommendation for consideration by the group as a whole.

- Committee recommendations:
 - Do not make C Avenue East and North 9th Street a four-way stop intersection; allow additional time for residents to adapt to the recent changes.
 - Study C Avenue East and North 9th Street once hospital addition is complete and school is back in session.
 - Study C Avenue East and North 11th Street once hospital addition is complete and school is back in session.
 - Request speed trailer from Mahaska County Sheriff and place along C Avenue East and other streets that have been changed from four-way to two-way stop intersections.
 - Continue to monitor speed by "marked" and "unmarked" police vehicles, report back with findings on a regular basis.
- Failed recommendations:
 - Install 25mph signs along streets with higher volumes of traffic, such as C Avenue East, or "collector" streets where changes have been made.
 - Make built environment changes to the area to control traffic (i.e. narrow existing driving lanes, install median/divider, traffic circle, etc.)

BUDGET CONSIDERATION:

None at this time.

ATTACHMENTS:

Public Project Committee minutes

MINUTES
PUBLIC PROJECTS COMMITTEE MEETING
Tuesday, July 9, 2012
4:30 p.m.

Committee Members Present: Chairperson Ver Steeg, Walling and Caligiuri. Also present: Staff: City Manager Michael Schrock Jr., Public Works Director Akhilesh Pal, Police Chief Jake McGee and Marilyn Johannes. Other: Linda Kelley, Jaime Pierce, Jared Pierce and representatives from CRI.

The meeting was called to order by Ver Steeg at 4:30 p.m. in the City Hall meeting room.

Discussion of 4-way stop intersections

Schrock explained the reason for the meeting was concern from residents regarding removal of stop signs, particularly on C Avenue East at North 9th Street. Schrock had copies of the traffic study and a map of the location of the stop intersections available as well as a report from the police department showing the average speeds clocked of vehicles traveling on streets where stop signs had been removed. Schrock said Mayor Krutzfeldt asked that a Public Projects Committee meeting be held to discuss the speed study and make recommendations to the City Council.

Committee discussion centered on comments city council members had received since the stop signs had been removed, the report from the police department regarding traffic enforcement, speeds in the areas where the stops were removed, and whether the committee recommended that any changes be made.

Ver Steeg said he felt the public just needed to adjust to the change.

Walling suggested that speed limit signs be placed in various locations.

Ver Steeg said speed limit signs are a waste of time and money and pointed out the average speed was 27 miles per hour according to the speed study provided by the police department.

Caligiuri said he doesn't see any reason to put up speed limit signs.

McGee said the speed limit in residential areas is consistent statewide because state law sets the speed limit in residential areas at 25 mph. He also said since removal of the stop signs there had been two accidents – one at the intersection of 3rd Avenue West and South 11th and one at the intersection of High Avenue West and H Street.

Walling suggested the city borrow the sign from the Sheriff's Dept. indicating how fast vehicles were traveling and place it at various locations so drivers would know how fast they were traveling. Walling also said the city may need to study the intersection at C Avenue and North 9th after hospital construction is complete due to increased traffic flow. Schrock responded that he still didn't believe the area would meet the warrants needed for a stop sign, but staff will do a study at the intersections on C Avenue East in October when the hospital addition is done and school is in session.

Kelley and the Pearce's expressed their concern regarding speeding and their concern for children in their neighborhood near the intersection of C Avenue and North 9th and indicated they would continue to express their concerns to the City Council.

Schrock said other changes can be made besides adding a stop sign such as bike lanes installed to narrow traffic lanes, install traffic devices or install a mini roundabout.

Staff explained the procedure followed before the stop signs were removed including setting the public hearing and the subsequent three readings of the ordinance implementing the changes. Pal said signs indicating the changes were placed at all intersections 30 days before the signs were removed and there are still flags on the remaining stop signs indicating that cross traffic does not stop.

Ver Steeg recommended the police department continue enforcement and monitor traffic for six to eight more months and see what happens.

Schrock said he would take the recommendations of the committee to the full Council at the July 15 city council meeting.

Consensus of the committee was not to make any changes at this time and recommended the police department continue enforcement and monitor traffic flow.

The meeting adjourned at 5:12 p.m.

Attachments (traffic study, map, PD speed report)

Minutes by Marilyn Johannes



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: COUNCIL
APPOINTED STAFF

ITEM TITLE: REPORT ON ITEMS FROM CITY STAFF.

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

EXPLANATION:

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

BUDGET CONSIDERATION:

Not applicable, report(s) only.

ATTACHMENTS:

None.



CITY COUNCIL COMMUNICATION

MEETING DATE: July 15, 2013

REQUESTED BY: MAYOR & CITY COUNCIL

ITEM TITLE: CITY COUNCIL INFORMATION.

EXPLANATION:

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

BUDGET CONSIDERATION:

Not applicable, report(s) only.