



**City of Oskaloosa
City Council Meeting Regular Session
Council Chambers
City Hall, 220 S. Market Street
Oskaloosa IA, 52577
Agenda
December 16, 2013**

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

1. Invocation: Pastor Alvern Boetsma, Good News Chapel

2. Pledge of Allegiance.

I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

3. Roll Call

_____ Mayor David Krutzfeldt, Council Members:

_____ Caligiuri, _____ Jimenez, _____ Moore, _____ Van Zetten, _____ Ver Steeg,

_____ Walling, _____ Yates.

Documents: [AGENDA ITEMS 1-3.DOCX](#)

4. Community Comments.

This item is reserved to receive comments from the community for concerns whether or not they are included in the current agenda. The community is encouraged to come and speak before the Mayor and City Council and asked to keep statements brief. Any questions are to be asked of the City Staff, Council Members, or the Mayor prior to speaking to the full Council so concerns may be properly researched and answered away from the meeting. Comments are to be directed to the Mayor and City Council only.

Documents: [AGENDA ITEM COMMUNITY COMMENTS.DOCX](#)

5. Consider Adoption of Consent Agenda as Presented or Amended.

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

Documents: [CONSENT AGENDA SUMMARY SHEET.DOCX](#), [AGENDA ITEM CONSENT - MINUTES.DOCX](#)

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

1. December 2, 2013 Regular City Council Meeting Minutes
2. December 16, 2013 Agenda

Documents: [CITY COUNCIL MINUTES DECEMBER 2, 2013.DOC](#)

B. Receive and file minutes of Boards and Commissions

Any recommendations contained in minutes become effective only upon separate

Council action.

1. November 26, 2013 Historic Preservation Commission Minutes
2. December 3, 2013 Enterprise Zone Commission Minutes3.
- November 25, 2013 Library Board of Trustees Minutes
4. December 3, 2013 Civil Service Commission Minutes

Documents: [HPC 11-26-13.PDF](#), [ENTERPRISE ZONE COMMISSION MINUTES 12-3-13.DOC](#), [NOVEMBER 2013 LIBRARY MINUTES.DOC](#), [CIVIL SERVICE MINUTES W ATTMT..PDF](#)

- C. Consider approval of a renewal application for a Class E Liquor License with Carryout Beer and Wine from Wal-Mart Stores Inc., dba Wal-Mart Supercenter #1393, 2203 A Avenue West.**

Documents: [COMMUNICATION ITEM - WALMART RENEWAL.DOCX](#)

- D. Consider a resolution adopting supplement to the Oskaloosa Municipal Code of Ordinances through Ordinance No. 1345.**

Documents: [ADOPTION OF CODE SUPPLEMENT ITEM.DOCX](#), [RESOLUTION ADOPTING CODE SUPPLEMENT.DOC](#)

- E. Consider a motion approving Amendment No.1 to the Professional Services Agreement with Garden and Associates, Ltd. for engineering services for the First Avenue East Sidewalk Improvements Project in the amount of six thousand dollars (\$6,000).**

Who is submitting this item. Public Works Director

Documents: [ITEM AMENDED CONTRACT 1ST AVENUE SIDEWALK.DOCX](#), [LETTER AND AMENDED AGREEMENT.PDF](#)

- F. Consider appointment of an individual to the Airport Commission for a six year term that ends December 31, 2019.**

Who is submitting this item. City Manager Department

Documents: [AIRPORT COMMISSION APPOINTMENT ITEM.DOCX](#), [JAMES JOHNSON APPLICATION.PDF](#)

- G. Consider appointment of an individual to the Stephen Memorial Animal Shelter Commission for a two year term that ends December 31, 2015.**

Who is submitting this item. City Manager Department

Documents: [STEPHEN MEMORIAL ANIMAL SHELTER COMMISSION APPOINTMENT ITEM.DOCX](#), [MARTHA COMFORT INTEREST FORM.DOCX](#)

- H. Consider a resolution scheduling a public hearing on the sale of 0.72 acres of city owned property generally located at A Avenue West and North C Street to 4 G Properties, LLC**

Who is submitting this item. City Manager Department

Documents: 20131216 - HARDEES, 4G SETTING PUBLIC HEARING.DOCX, 20131612 - CITY OWNED PARKING LOT AND 4G PROPERTY LAND SWAP PUBLIC HEARING.DOCX, HARDEES PURCHASE AND SALES AGREEMENT 12-16-2013.DOCX, HARDEES LAYOUT 08NOV13.PDF, PSA - ACQUISITION PROPERTY - OSKALOOSA 12 06 13.PDF, PSA - EXISTING HARDEES SITE - 12 06 13.PDF

I. ----- **END OF CONSENT AGENDA** -----

6. Regular Agenda

Documents: [AGENDA ITEM - REGULAR ACTION ITEMS.DOCX](#)

- A. **Consider appointment of two individuals to the Historic Preservation Commission for three year terms that end December 31, 2016.**

Who is submitting this City Manager Department item.

Documents: [HISTORIC PRESERVATION COMMISSION APPOINTMENT ITEM.DOCX](#), [JULIE HANSEN INTEREST FORM.DOCX](#), [JO BROERMAN APPLICATION.PDF](#), [JANEL CAMPBELL INTEREST FORM.DOCX](#)

- B. **Consider an ordinance amending the City Code of the City of Oskaloosa, Iowa by amending sections 10.24.010, 10.24.030, and 10.48.240 pertaining to stop and yield requirements for stop intersections, four-way stop intersections, and 'No parking zones' by changing the intersection control of South 7th Street and 5th Avenue East from a 4-way stop to a 2-way stop and restricting parking along the west side of South 7th Street 50 feet north and south of 5th Avenue East – 3rd reading.**

Who is submitting this Public Works Director item.

Documents: [1 ITEM STOP AT 5TH AVE SOUTH 7TH.DOCX](#), [2 ORDINANCE.DOC](#), [S 7TH ST 5TH AVE E WARRANTS.DOCX](#), [S 7TH ST 5TH AVE E MAP.PDF](#)

- C. **Consider an ordinance amending the City Code of the City of Oskaloosa, Iowa by amending provisions pertaining to school zones, speed regulations, and movable stop signs; and waive further reading of proposed ordinance – 1st reading.**

Who is submitting this Public Works Director item.

Documents: [1 ITEM - SCHOOL ZONE AND MOVABLE STOP.DOCX](#), [2 ORDINANCE.DOC](#), [3 IOWA CODE.PDF](#), [4 MUTCD.PDF](#), [OSKY ELEMENTARY SCHOOL ZONES.PDF](#), [WEBSTER SCHOOL ZONES.PDF](#)

- D. **Consider an ordinance to establish a no parking zone from 7:30 a.m. to 4:30 p.m., Monday through Friday, along the south side of 5th Avenue East between South 7th Street and South 8th Street - 1st reading.**

Who is submitting this Public Works Director
item.

Documents: [1 ITEM PARKING 5TH AVE E.DOCX](#), [2 ORDINANCE.DOCX](#), [3 5TH AVE E PARKING MAP.PDF](#), [4 5TH AVENUE PICTURES.PDF](#), [5 SURVEY.PDF](#)

- E. Consider an ordinance to establish a no parking zone along the west side of North 9th Street from A Avenue East to C Avenue East – 2nd reading.**

Who is submitting this Public Works Director
item.

Documents: [1 ITEM PARKING NORTH 9TH.DOCX](#), [2 ORDINANCE.DOCX](#), [3 LOCATION MAP.PDF](#), [4 SURVEY NORTH 9TH.PDF](#)

- F. Consider an ordinance to establish a no parking zone along the south side of E Avenue East from North 11th Street to North 12th Street – 2nd reading.**

Who is submitting this Public Works Director
item.

Documents: [1 ITEM PARKING E AVE.DOCX](#), [2 ORDINANCE.DOCX](#), [3 LOCATION MAP.PDF](#), [4 SURVEY.PDF](#)

- G. Consider an ordinance to remove the no parking zone along the south side of 3rd Avenue East from South 7th Street to South 11th Street – 2nd reading.**

Who is submitting this Public Works Director
item.

Documents: [1 ITEM PARKING 3RD AVE E.DOCX](#), [2 ORDINANCE STAFF OPTION.DOCX](#), [3 STAFF RECOMMENDED MAP.PDF](#), [4 PZ RECOMMENDED MAP.PDF](#), [5 SURVEY 3RD AVE E.PDF](#)

7. Report on Items from City Staff.

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

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

Documents: [AGENDA ITEM - REPORTS FROM STAFF.DOCX](#)

8. City Council Information

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

Documents: [AGENDA ITEM - INFORMATION FROM CITY COUNCIL.DOCX](#)

9. Adjournment

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



City Council
Communication
Meeting Date: December 16, 2013
Requested By: Mayor & City Council

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

1. Invocation: Pastor Alvern Boetsma, Good News Chapel
2. Pledge of Allegiance
3. Roll Call: _____ Mayor David Krutzfeldt, Council Members:
_____ Caligiuri, _____ Jimenez, _____ Moore, _____ Van Zetten,
_____ Ver Steeg, _____ Walling, _____ Yates.

Explanation:

Not applicable.

Budget Consideration:

Not applicable.

Attachments :

None.



City Council
Communication
Meeting Date: December 16, 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 :

None.

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

- A. & B. Minutes and reports from city council meetings, boards and commissions :**
Staff recommends council receive and file these documents.
- C. Consider approval of a renewal application for a Class E Liquor License with Carryout Beer and Wine from Wal-Mart Stores Inc., dba Wal-Mart Supercenter #1393, 2203 A Avenue West.**
- D. Consider a resolution adopting supplement to the Oskaloosa Municipal Code of Ordinances through Ordinance No. 1345.**
- E. Consider a motion approving Amendment No. 1 to the Professional Services Agreement with Garden and Associates, Ltd. for engineering services for the First Avenue East Sidewalk Improvements Project in the amount of six thousand dollars (\$6,000).**
- F. Consider appointment of an individual to the Airport Commission for a six year term that ends December 31, 2019.**
- G. Consider appointment of an individual to the Stephen Memorial Animal Shelter Commission for a two year term that ends December 31, 2015.**
- H. Consider a resolution scheduling a public hearing on the sale of 0.72 acres of city owned property generally located at A Avenue West and North C Street.**
- Sets January 6, 2014 as the public hearing date for the Hardee's and city land swap.



City Council
Communication
Meeting Date: December 16, 2013
Requested By: City Manager's Office

Item Title: Consent Agenda

Explanation :

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

- A. Approval of Council Minutes and Actions, subject to corrections, as recommended by the City Clerk.
 - 1. December 2, 2013 City Council Minutes
 - 3. December 16, 2013 Agenda

- B. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - 1. November 26, 2013 Historic Preservation Commission Minutes
 - 2. December 3, 2013 Enterprise Zone Commission Minutes
 - 3. November 25, 2013 Library Board of Trustees Minutes
 - 4. December 3, 2013 Civil Service Commission Minutes

Budget Consideration:

Not applicable.

Attachments :

December 2, 2013 City Council Minutes
November 26, 2013 Historic Preservation Commission Minutes
December 3, 2013 Enterprise Zone Commission Minutes
November 25, 2013 Library Board of Trustees Minutes
December 3, 2013 Civil Service Commission Minutes

OSKALOOSA CITY COUNCIL
REGULAR MEETING
December 2, 2013

The Oskaloosa City Council met in regular session on Monday, December 2, 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 (arrived at 6:08 p.m.) and Yates.

Mayor Krutzfeldt administered the Oath of Office to new Police Officer David Wilke.

Walling entered the meeting.

Mayor Krutzfeldt presented longevity plaques to the following:

Monte Johnson, Wastewater Department – 39 years
Kevin Bork, Wastewater Department – 35 years
Craig Alexander, Police Department – 25 years
Cindy Godlove, Library Department – 25 years
Barbara Saville, Police Department – 25 years
David Neubert, Wastewater Department – 17 years

Stacey Wright, Oskaloosa, Gary Capps, 701 North 8th, Oskaloosa, and Amanda Wells, 318 North B, Oskaloosa, commented on the 4 way stop at South 7th and 5th Avenue East; Denise Evans, 304 North 9th, Oskaloosa, commented on no parking on North 9th; and Lori Poush, 835 South 2nd, Oskaloosa, commented on a variance for her building.

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

1. November 18, 2013 Regular City Council Meeting Minutes
2. December 2, 2013 Agenda
3. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - a. October 14, 2013 Water Board Minutes
 - b. November 1, 2013 Water Board Special Meeting Minutes
 - c. November 7, 2013 Housing Trust Fund Committee Minutes
 - d. November 15, 2013 Historic Preservation Commission Minutes
4. Claims for November 2013.
5. Renewal application for a Class C Beer Permit from Kum & Go LC dba Kum & Go #1273, 1201 North Market.
6. Renewal application for a Class C Beer Permit from with Carryout Wine from Wigg's Inc. dba Wigg's Country Store, 1308 A Avenue East.

The roll was called and the vote was:

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

Whereupon the Mayor declared said motion approved.

It was moved by Caligiuri, seconded by Ver Steeg to approve Change Order No. 2 to Norris Asphalt Paving Co. for a net decrease of \$552.29 to the contract amount for final quantity adjustments to 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.

Caligiuri introduced "AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF OSKALOOSA, IOWA BY AMENDING TITLE 17, "ZONING," CHAPTER 17.30, "SIGN REGULATIONS," SECTION 17.30.030 D. – "GENERAL SIGN AND STREET GRAPHICS REGULATION – EXEMPT SIGNS," SUBSECTION 17.30.030 D. 1. – "REAL ESTATE SIGNS" and moved its approval on the third reading. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said ordinance duly adopted. The ordinance was assigned No. 1347.

Caligiuri introduced "AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF OSKALOOSA, IOWA BY AMENDING TABLE 17.08B – "PERMITTED USES BY ZONING DISTRICTS" OF THE CITY OF OSKALOOSA ZONING ORDINANCE PROVIDING AMENDMENTS FOR LAND USE PLANNING AND ZONING REGULATIONS OF LAUNDRY SERVICES" and moved its approval on the third reading. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said ordinance duly adopted. The ordinance was assigned No. 1348.

The Mayor announced there were vacancies on the Building Code Board of Appeals, Historic Preservation Commission, Airport Commission, Stephen Memorial Animal Shelter Commission, Housing Trust Fund Committee, and the Municipal Housing Agency.

The Mayor announced this was the time and place for the public hearing on establishing a no parking zone along the south side of E Avenue East from North 11th Street to North 12th Street and that citizens would now have an opportunity to comment. There were no oral or written comments received. The Mayor declared said hearing closed.

Caligiuri introduced "AN ORDINANCE ESTABLISHING A "NO PARKING" ZONE ALONG THE SOUTH SIDE OF E AVENUE EAST BETWEEN NORTH 11TH STREET AND NORTH 12TH STREET, PROHIBITING THE PARKING OF MOTOR VEHICLES OR OTHER TYPE OF VEHICLES WITHIN SAID NO PARKING ZONE; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF" and moved its

approval 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.

The Mayor announced this was the time and place for the public hearing on establishing a no parking zone along the west side of North 9th Street from A Avenue East to C Avenue East and that citizens would now have an opportunity to comment. Betty Moore, 306 North 9th, Oskaloosa, Denise Evans, 304 North 9th, Oskaloosa, and Gary Capps, 701 North 8th, Oskaloosa, commented. There were no written comments received. The Mayor declared said hearing closed.

Jimenez introduced "AN ORDINANCE ESTABLISHING A "NO PARKING" ZONE ALONG THE WEST SIDE OF NORTH NINTH STREET BETWEEN A AVENUE EAST AND C AVENUE EAST; PROHIBITING THE PARKING OF MOTOR VEHICLES OR OTHER TYPE OF VEHICLES WITHIN SAID NO PARKING ZONE; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF" and moved its approval 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.

The Mayor announced this was the time and place for the public hearing on removal of the no parking zone along the north side of 3rd Avenue East from South 7th Street to South 11th Street and that citizens would now have an opportunity to comment. There were no oral or written comments received. The Mayor declared said hearing closed.

Yates introduced "AN ORDINANCE REMOVING A "NO PARKING" ZONE ALONG THE SOUTH SIDE OF 3RD AVENUE EAST BETWEEN SOUTH 7TH STREET AND SOUTH 11TH STREET; ESTABLISHING A "NO PARKING" ZONE ALONG THE SOUTH SIDE OF 3RD AVENUE EAST, FIFTY FEET EAST AND WEST OF SOUTH 9TH STREET; PROHIBITING THE PARKING OF MOTOR VEHICLES OR OTHER TYPE OF VEHICLES WITHIN SAID NO PARKING ZONE; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF" and moved its approval on the first reading. Jimenez 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 Ver Steeg, seconded by Caligiuri to approve Change Order No. 2 for a net decrease of \$7,545.60 to the contract amount for the West Area Sanitary Sewer Improvements Project to DeLong Construction Inc. 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 Ver Steeg, seconded by Caligiuri to approve Pay Request No. 3 to DeLong Construction Inc. in the amount of \$154,186.33 for work completed on the West Area Sanitary Sewer 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 Jimenez, seconded by Yates to approve Pay Request No. 2 in the amount of \$67,093.75 to Norris Asphalt Paving Co. for the C Avenue East & North 3rd 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. 4 in the amount of \$14,050.27 for work completed on the South 7th Street Pavement Rehabilitation Project by Norris Asphalt Paving Co. The roll was called and the vote was:

AYES: Caligiuri, Jimenez, Moore, Walling and Yates

NAYS: Van Zetten and Ver Steeg

Whereupon the Mayor declared said motion approved.

Caligiuri introduced Resolution No. 13-12-110 entitled "RESOLUTION ACCEPTING THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE SOUTH 7TH STREET PAVEMENT REHABILITATION PROJECT" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

AYES: Caligiuri, Jimenez, Moore, Walling and Yates

NAYS: Van Zetten and Ver Steeg

Whereupon the Mayor declared said resolution duly adopted.

The ordinance establishing a no parking zone along the south side of 5th Avenue East between South 7th Street and South 8th Street died for lack of a second with the recommendation that the matter be brought back to City Council after considering other options; possibly to consider an ordinance establishing the no parking restriction only from 7:30 a.m. to 4:30 p.m. Monday through Friday.

Ver Steeg introduced "AN ORDINANCE AMENDING TITLE 10, "VEHICLES AND TRAFFIC," CHAPTER 10.24, "STOP AND YIELD REQUIREMENTS," SECTION 10.24.010, "THROUGH STREETS – STOP REQUIRED," SECTION 10.24.030 – "FOUR-WAY STOP INTERSECTIONS," AND CHAPTER 10.48, "PARKING REGULATIONS GENERALLY," SECTION 10.48.240 – "NO PARKING ZONES," OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA" and moved its approval on the second reading. Jimenez seconded the motion. The roll was called and the vote

was:

AYES: Caligiuri, Jimenez, Van Zetten and Ver Steeg

NAYS: Moore, Walling and Yates

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

Moore introduced Resolution No. 13-12-111 entitled "RESOLUTION APPROVING THE FILING OF AN APPLICATION WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY REQUESTING ENTERPRISE ZONE BENEFITS ON BEHALF OF OVERLAND PROPERTY GROUP" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 13-12-112 entitled "A RESOLUTION IN SUPPORT OF OVERLAND PROPERTY GROUP'S APPLICATION FOR SECTION 42 FEDERAL LOW-INCOME HOUSING TAX CREDITS THROUGH IOWA FINANCE AUTHORITY" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

City Council members were given the opportunity to report to Council on the activities of the city boards and commissions they serve on.

It was moved by Ver Steeg, seconded by Caligiuri that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 8:06 p.m.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

CITY OF OSKALOOSA
MINUTES OF THE HISTORIC PRESERVATION COMMISSION
November 26, 2013

The meeting of the Historic Preservation Commission for the City of Oskaloosa was called to order at 12:05 pm on Tuesday, November 26, 2013, at the City Hall Conference Room 220 S. Market St. Oskaloosa, Iowa.

COMMISSION MEMBERS PRESENT: Margaret Ademeit, Jo Broerman, Wanda Gardner, Julie Hansen.

COMMISSION MEMBERS ABSENT: Kerri Boender, James Hansen, Jeff Sisul.

CITY STAFF PRESENT: Public Works Director: Akhilesh Pal, Building Official: Dave Weide.

PUBLIC PRESENT: Applicant: Judy Uitermarkt, Tim Sadler, Sadler Sign & Design

Minutes from the November 15, 2013 meeting.

Gardner moved to approve the minutes from the November 15, 2013 meeting.

Julie Hansen seconded.

Vote: YES: Ademeit, Broerman, Gardner and Julie Hansen

NO: None

ABSTAIN: None

ABSENT: Boender, James Hansen, Sisul

MOTION CARRIED

Consider approval of signage for 201 High Avenue East.

The applicant explained to the Commission her wish to use the company logo and sign as she had paid a lot of money for the right to use it. Tim Sadler of Sadler Sign and Design explained the new proposed sign would not cover the entire leaded glass portion but would leave a border of leaded glass showing around the new sign. The Historic Commission members explained their concerns about covering the leaded glass above the store windows, the font being proposed and the colors of the sign. Members of the Commission cited sections S.9 and S.10 of the Design Guidelines for the City Square Commercial Historic District regarding the typefaces and colors. Mr. Sadler explained how the sign would be installed to limit the amount of leaded glass obstructed by the proposed sign. Ms. Uitermarkt stated the leaded glass portion of the windows is in bad shape and the owner has covered it with another piece of glass to protect it from the weather.

Julie Hansen moved to approve the new design for the sign as proposed by the applicant.

MOTION Failed due to a lack of a second.

Commission Member Sisul arrived at the meeting at 12:20pm

The Commission members continued their discussion regarding the sign location and size. Mr. Sadler stated the Commission cannot deny the applicant the right to use a copyright sign. He stated this is the corporate logo for "Total Choice Shipping and Printing". He offered to change the colors and typeface on the "GG's Marketplace" portion of the sign.

Sisul moved to approve the sign using a "Times" font.

Julie Hansen seconded.

Vote: YES: Sisul and Julie Hansen

NO: Ademeit, Broerman, Gardner

ABSTAIN: None

ABSENT: Boender, James Hansen

MOTION failed due to lack of majority on the vote.

Mr. Sadler again informed the Commission that they could not deny the applicant the right to use the official corporate sign. Staff recommended the proposal be tabled to another date when the City Attorney could be present to respond to the legality of denying the applicant the right to use the copyrighted corporate logo.

The Commission agreed to hold the next meeting on December 11th at 12:30 pm.

Sisul moved to adjourn the meeting at 12:35pm

Gardner seconded.

Vote; YES: Sisul, Ademeit, Broerman, Gardner, Julie Hansen,

NO: None

ABSTAIN: None

ABSENT: Boender, James Hansen

MOTION CARRIED

Meeting adjourned at 12:35pm.

Minutes by Dave Weide

MINUTES
ENTERPRISE ZONE COMMISSION MEETING
Tuesday, December 3, 2013
5:30 p.m.

Committee Members Present: Holden Barnhart, Glenda Booy, John Pothoven, Karen Powell and Michelle Purdum. Also present: Amy Miller.

The meeting was called to order by Amy Miller at 5:30 p.m. at the Oskaloosa City Council Chambers.

It was moved by Booy, seconded by Pothoven to elect Holden Barnhart Chairperson of the Enterprise Zone Commission. Motion carried unanimously.

It was moved by Pothoven, seconded by Booy to approve the February 8, 2013 minutes. Motion carried unanimously.

Linda Rouse was not in attendance so the oath of office was removed from the agenda.

Miller said the Oskaloosa City Council adopted a resolution approving the filing of the application by Overland Property Group for enterprise zone benefits at their meeting on Monday, December 2, 2013. The Oskaloosa City Council also approved a resolution of support with contributions up to \$510,000 through TIF rebates. This Section 42 Housing project will be located at the southwest corner of the intersection of High Avenue West and South L Street and the project investment is approximately \$8.5 million.

Pothoven asked if units would have income restrictions. Miller said that 47 units will be rented to households at or below 60% AMI and 1 unit will be unrestricted.

Powell asked if the properties have already been purchased. Miller thought the purchase of the projects would all be subject to the approval of financing through Iowa Finance Authority.

Booy asked if the building on these properties would be demolished. Miller explained that acquisition and demolition of the properties was included in the project costs of \$8.5 million.

Booy asked if nine months was the time frame for building. Miller said Overland Property Group presented to the Oskaloosa City Council at their November 18, 2013 meeting and said that the project could be completed by November of 2014.

It was moved by Pothoven that Resolution No. 01-2013 RESOLUTION APPROVING THE FILING OF AN APPLICATION WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY REQUESTING ENTERPRISE ZONE BENEFITS ON BEHALF OF OVERLAND PROPERTY GROUP be approved. Booy seconded the motion. Motion carried unanimously.

The meeting adjourned at 5:40 p.m.
Minutes by Amy Miller

MINUTES

OSKALOOSA PUBLIC LIBRARY BOARD OF TRUSTEES

MONDAY – NOVEMBER 25, 2013 -- 4:00 P.M.

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

Minutes: Bishop called for a motion to approve the minutes of the October 28, 2013, Board meeting. Motion was made by Collins, seconded by Harbour, to approve the minutes of the October 28, 2013, Board meeting. Motion passed.

Board Correspondence, Public Input or Friends Report: None

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

Carpet Cleaning: William told the Board that Schneider Chem-Dry was in the building on November 8th and 15th to clean the carpets after hours.

Upcoming Events and Programs:

The Teens are working on a float for the lighted Christmas parade. The theme is “Candy Cane Christmas”, and the teens have chosen to represent a favorite book character – Where’s Waldo.

William and Nancy J. will be offering a “Make It and Take It” crafting series the first two weeks of December. On Tuesday and Thursday evenings starting at 6:30 p.m., they will be making different crafts, such as snow globes, Christmas cards, yarn wrapped wreathes, and felt ornaments.

On Saturday, December 7, local author and former employee of the library, Sheryl Carter, will be signing books in the reading room on the second floor from 10:30 to noon. She will also bring a dulcimer and play holiday music.

Elevator Wheel: On Saturday, November 16, staff reported that the elevator was making a loud clanging noise. Mike C. determined that one of the wheels had fallen off. The elevator was closed Saturday and Monday. A repairman from Schindler was in on Tuesday the 19th to fix it. He was certain this would fall under our maintenance contract, and we should not be billed separately for this repair.

Library Staff: For this month’s continuing education discussion, William went through a list of the library’s current staff members and their current responsibilities.

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: Michael Collins reported that the committee met. They discussed some ongoing issues. They had checked the carpet cleaning, and they liked what had been done. The cornerstone of the original entrance has been damaged, and they have asked Shankster to give an estimate on the cost of repair. William said that SimplexGrinnell had been

here today, Monday, to work on the sprinkler system. After they left, there was leaking in the boiler room. Schindler was called and the repairmen were asked to return.

Unfinished Business: None.

New Business:

Food for Fines: William told the Board that he would like to have a Food for Fines drive that would run from December 9th through the 21st to support the Ecumenical Cupboard during the holiday season. Motion was made by Rothfus, seconded by Slobe, to implement the Food for Fines drive. Motion passed.

Holidays and Closings for 2014: William had given the Board a list of holiday dates in 2014 that the City recognizes as paid time off for employees. He asked the Board to approve that the library be closed on those dates in 2014. Motion was made by Groenenboom, seconded by Sytsma, to approve holiday closings for 2014 for the library. Motion passed.

Holidays Closings for 2014 approved by the Board:

New Year's Day	January 1
Martin Luther King Day	January 20
Presidents Day	February 17
Memorial Day	May 26
Independence Day	July 4
Labor Day	September 1
Veteran's Day	November 11
Thanksgiving	November 27, 28
Christmas	December 24, 25

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

President's Remarks: None

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

The next regular meeting will be on Monday, December 16, 2013, at 4:00 p.m. in the library meeting room.

Respectfully submitted,

Susan Hasso
Library Administrative Assistant
for the Board

CITY OF OSKALOOSA
CIVIL SERVICE COMMISSION
DECEMBER 3, 2013

The City of Oskaloosa Civil Service Commission met Tuesday, December 3, 2013 at 4:30 p.m. Andy Holmberg called the meeting to order with Jake Huyser present. Also present were Jake McGee, Police Chief and Amy Miller, City Clerk. Ken Seemann was absent.

It was moved by Huyser, seconded by Holmberg to approve the May 7, 2013 minutes. Motion carried unanimously.

It was moved by Holmberg, seconded by Huyser to decertify the Police Officer list dated May 7, 2013. Motion carried unanimously

The Commission discussed the Police Officer testing process. It was moved by Huyser, seconded by Holmberg to approve the application process for Police Officer as attached to the minutes. Motion carried unanimously.

The Commission will meet on February 4, 2014 at 4:30 p.m. to certify a candidates list for Police Officer.

The meeting adjourned at 4:40 p.m.

Andy Holmberg, Chairman

ATTEST:

Amy Miller, City Clerk

Applicant process:

Advertising:	Des Moines Register	December 15, 2014
	Oskaloosa Herald	December 16, 17, 18, 2014
	City Website	December 16, 2014

Applications due: January 6, 2014 by 5 p.m.

Testing January 30, 2014

MMPI February 2014

Conditional Certification: February 2014

Background Check/Polygraph: February/March 2014

Physical: March 2014

Ad

POLICE OFFICER
City of Oskaloosa
Information available online at
www.oskaloosaiowa.org



City Council
Communication
Meeting Date: December 16, 2013
Requested By: City Clerk-Finance

Item Title: CONSENT AGENDA

Consider approval of a renewal application for a Class E Liquor License with Carryout Beer and Wine from Wal-Mart Stores Inc., dba Wal-Mart Supercenter #1393, 2203 A Avenue West.

Explanation :

The application is complete and in order for approval.

Staff recommends approval.

Budget Consideration:

\$300.00 to the General Fund

Attachments :

None



City Council
Communication

Meeting Date: December 16,
2013

Requested By: City Clerk

Item Title: CONSENT AGENDA

Consider a resolution adopting supplement to the Oskaloosa Municipal Code of Ordinances through Ordinance No. 1345.

Explanation :

This resolution adopts the supplement to the Municipal Code of Ordinances for the ordinances recently adopted by the City Council. If you have a code book, the supplement is included in your agenda packet to be inserted in your code.

Staff recommends approval of this resolution.

Budget Consideration:

None.

Attachments :

Resolution

RESOLUTION NO. _____

RESOLUTION ADOPTING SUPPLEMENT TO THE
OSKALOOSA MUNICIPAL CODE OF ORDINANCES THROUGH ORDINANCE NO. 1345

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

WHEREAS, the Oskaloosa Municipal Code of Ordinances is supplemented from time to time, and

WHEREAS, said supplements must be approved by the City Council of the City of Oskaloosa, Iowa by resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Oskaloosa, Iowa, hereby, adopts the Supplement to the Oskaloosa Municipal Code dated November 2013 covering ordinances through 1345.

PASSED AND APPROVED this 16th day of December, 2013.

David Krutzfeldt, Mayor

Amy Miller, City Clerk



City Council
 Communication
 Meeting Date: December 16, 2013
 Requested By: Public Works Dept.

Item Title: CONSENT AGENDA

Consider a motion approving Amendment No.1 to the Professional Services Agreement with Garden and Associates, Ltd. for engineering services for the First Avenue East Sidewalk Improvements Project in the amount of six thousand dollars (\$6,000).

Explanation :

Garden & Associates was awarded the design engineering component of the First Avenue East Sidewalk Improvements Project at the July 15, 2013 City council meeting. The original approved agreement in the total amount of \$24,600 required the consultant to provide the design, bid, construction staking and inspection services.

The proposed amendment to the agreement increases the scope by adding engineering services to provide electrical engineering services and inspection associated with the relocation of power poles. The electrical engineering services will also provide a cost comparison of underground versus overhead electricity. An amendment to the existing agreement with Garden and Associates is therefore required. The proposed amendment to the original agreement will increase the total cost of professional services from \$24,600 to \$30,600.

Recommended Action:

Staff recommends approval of this item as presented.

Summary of Contract / Amendments

	<u>Amount</u>	<u>Council Approval Date</u>
Original Contract	\$24,600.00	July 15, 2013
Amendment No. 1	\$ 6,000.00	December 16, 2013*
Amended Contract Amount	\$30,600.00	December 16, 2013*

Summary of Pay Requests

	<u>Amount</u>	<u>Pay</u>
Request Date		
Payment No. 1	\$2,623.19	
		August 2013

Pay Request No. 2		\$6,556.74
	September 2013	
Pay Request No. 3		\$2,152.25
	November 2013	
	TOTAL:	\$11,332.18
Remaining Contract Amount:		\$19,267.82*
<p>Note: * Applies only if Amendment No. 1 is approved by the City Council on December 16, 2013.</p>		

Budget Consideration:

Funds are available to complete this project in the FY2013-2014 budget in the amount of \$30,600 for the First Avenue East Sidewalk Improvements Project.

Attachments :

Letter from Garden & Associates and Revised agreement.

**AMENDMENT NO. 1
TO
AGREEMENT BETWEEN
THE CITY OF OSKALOOSA, IOWA
AND
GARDEN & ASSOCIATES, LTD.
FOR
FIRST AVENUE EAST SIDEWALK IMPROVEMENTS
OSKALOOSA, IOWA**

WHEREAS, the City of Oskaloosa, Iowa (OWNER) and Garden & Associates, Ltd. (ENGINEER) entered into an Agreement to provide Design Phase, Bid Phase, and Construction Phase Services for the First Avenue East Sidewalk Improvements; and

WHEREAS, the OWNER now desires to amend the Agreement to compensate the ENGINEER for providing additional electrical engineering services associated with relocating two existing power poles.

NOW, THEREFORE, the existing Agreement by and between the OWNER and ENGINEER dated July 15, 2013 is hereby amended as follows:

EXHIBIT C

On Page 1 of Exhibit C, under paragraph C4.01 A.3., the total maximum not to exceed amount shall be increased from \$24,600 to \$30,600.

IN WITNESS THEREOF, the parties hereto have executed this Amendment to the said existing Agreement dated July 15, 2013.

OWNER:

THE CITY OF OSKALOOSA, IOWA

BY _____
Dave Krutzfeldt, Mayor

DATE _____

ATTEST: _____

ENGINEER:

GARDEN & ASSOCIATES, LTD.

BY Robert A. Nielsen
Robert A. Nielsen, P.E.,
President

DATE 12/11/13

ATTEST: Nancy Graham



City Council
Communication
Meeting Date: December 16, 2013
Requested By: Mayor & City Council

Item Title: CONSENT AGENDA

Consider appointment of an individual to the Airport Commission for a six year term that ends December 31, 2019.

Explanation :

The term of James Johnson on the Airport Commission expires at the end of December. Johnson has indicated he is willing to accept reappointment. No other applications have been received. This is a five member board. Currently four males and one female serve on the board. Appointments to the Airport Commission are made by the City Council.

Budget Consideration:

Not applicable.

Attachments :

Application from James Johnson.

DATE: 11/18/99

CITY OF OSKALOOSA
BOARD & COMMISSION APPLICATION

NAME: James Edward Johnson

ADDRESS: 1004 High Ave. East

BOARD OR COMMISSION APPLYING FOR: Airport

ARE YOU A REGISTERED VOTER: Yes

WHY INTERESTED: I am a pilot, a Civil Air Patrol member
and a long time resident of Oskaloosa.

EXPERIENCE BENEFICIAL TO BOARD OR COMMISSION: I was a board
member of the Iowa Education Media Association, a state
wide group for school librarians that plans the state
conference, newsletter and coordinates with the national
organizations. I have also been a member on various school
committees.

OTHER CIVIC EXPERIENCE: Voting

PLEASE RETURN TO THE CITY CLERK'S OFFICE



City Council
Communication
Meeting Date: December 16, 2013
Requested By: Mayor & City Council

Item Title: CONSENT AGENDA

Consider appointment of an individual to the Stephen Memorial Animal Shelter Commission for a two year term that ends December 31, 2015.

Explanation :

The term of Patricia Dixon on the Stephen Memorial Animal Shelter Commission expires at the end of December. Dixon has indicated she does not want to be considered for reappointment unless no other applicants apply. The city has received an application from Martha Comfort. This is a three member board with one representative from the city. Appointments to the Stephen Memorial Animal Shelter Commission are made by the City Council.

Budget Consideration:

Not applicable.

Attachments :

Application from Martha Comfort.

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

Board or commission applying for (choose one from list):: Other (not listed)

Board or commission not listed above:: Stephen Memorial Animal Shelter

Name of applicant:: Martha A. Comfort

Address of Applicant: 501 S. 3rd Street
Oskaloosa, Iowa 52577

Phone number (day): 641-660-5264

Phone number (evening): 641-660-5264

Email address:: mcomfort59@gmail.com

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

Why are you interested in this position?: I empathize with the immense job that the Animal Shelter has to deal with on a day to day basis. There are more pet owners who allow their animals to run at large and there are citizens who own more animals than they can realistically care for. I am realistic and I don't have all the answers, but my heart is in the right place. I will work with other board members and staff to find the best options for the Shelter, care of the animals, working for possible changes in the local animal ordinances and educating the community about pet ownership and responsibilities. I am sympathetic to animals that need homes but I also realize that there are some animals that will never be adoptable and may need to be humanely put down.

Your experience that would be beneficial to the board or commission:: I was secretary to Randy DeGeest for almost 16 years. During that time Randy was the City Attorney for Oskaloosa and I worked on many City matters including violation of ordinances regarding animals. I talked with citizens and processed animal complaints. I understand the legal process for processing complaints against pet owners/keepers. One goal that Randy and I both had was that the animal ordinance needed to be updated. It was updated a couple of years before our office closed. It was a beginning, but I feel it needs to be updated again.

Other civic experience:: I have lived in Oskaloosa for 25 years and during that time I have served on the YWCA board, Mainstreet Executive Committee, Ragbrai Executive Committee(2003), served on various church boards and committees. Since retiring in 2009, I have focused my primary volunteer activities at my church where my husband and I co-lead an adult Sunday School class, I have worked with the youth group and children's group and presently have formed a women's group which is focusing on outreach work in Oskaloosa.



City Council
Communication
Meeting Date: December 16, 2013
Requested By: City Manager's Office

Item Title: CONSENT AGENDA

Consider a resolution setting the date for a public hearing to consider the sale of approximately 0.72 acres of city-owned property generally located at the southeast corner of A Avenue West and North C Street, to 4 G Properties, LLC.

Explanation :

The action associated with this item is to simply set a public hearing date to receive comments from the general public on a proposal to dispose of approximately 0.72 acres of city-owned property presently used as parking at the Penn Central Mall. A summary of the deal points associated with the two agreements are attached to this item for further review, as well as the actual purchase and sales agreements.

The city has been working with 4 G Properties, LLC on two agreements that will facilitate the sale and purchase of property along A Avenue West. This transaction will result in the demolition of the existing Hardee's restaurant on A Avenue and its reconstruction of a new Hardee's building on what is presently city owned parking lot space, between the KFC and the urban park.

Construction of the new Hardee's will occur as weather permits and until that facility is up and running, Hardee's will remain in their present location and lease the land and building back from the city. A conceptual site plan and elevation sketch for the new Hardee's is also included for review.

Budget Consideration:

This item is not specifically included in the FY2014 budget, however based upon how the agreements are structured between the parties, the city of Oskaloosa will net \$100,000 into the General Fund (\$80,000 difference between the sale and purchase of the two properties; \$20,000 for demolition costs of the existing Hardees building). The costs associated with the demolition and redevelopment of the existing Hardees site may carry significant financial implications and will only occur upon further discussion and action by the City Council in the future.

Attachments :

Resolution, Deal point summary document, Conceptual Site Plan, Purchase and Sale Agreement For Commercial Vacant Land, and Purchase and Sale Agreement - Hardee's Restaurant Property

RESOLUTION NO.

RESOLUTION SETTING DATE FOR A PUBLIC HEARING TO CONSIDER THE SALE OF APPROXIMATELY 0.72 ACRES OF CITY-OWNED PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF A AVENUE WEST AND NORTH C STREET TO 4 G PROPERTIES, LLC

WHEREAS, the City Council of the City of Oskaloosa wishes to consider the sale of city owned property generally located at the southeast corner of A Avenue West and North C Street legally described as follows:

A part of Lots 2, 3, 4, 5, 6 and 7 of Block 10 of the Original Plat of Oskaloosa, Mahaska County, Iowa including part of the North-South and East-West alleys therein and also part of former North "C" Street right of way, and more particularly described as follows: commencing at the Northeast corner of Lot 1 of Block 9 Original Plat of Oskaloosa, thence South 00°06'45" West 5.65 feet along the East line of said Lot 1 to the point of beginning; thence continuing South 00°06'45" West 135.00 feet along the East line of said Block 9; thence North 89°59'30" East 232.00 feet; thence North 00°06'45" East 135.00 feet to a point 5.65 feet South of the North line of said Block 10; thence South 89°59'30" West 232.00 feet parallel with and 5.65 feet South of said North line of Block 10 and extension West to the point of beginning, containing 0.72 acres and subject to existing public and private utilities which lay within the former streets and alleys.

AND, WHEREAS, state statute requires a public hearing on the disposal of public property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oskaloosa, Iowa, that a public hearing shall be conducted on January 6, 2014 at 6:00 p.m. in the City Council Chambers, 220 South Market Street, Oskaloosa, Iowa, at which time persons may appear and speak for or against the sale of property legally described above.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice as prescribed by law.

PASSED AND APPROVED the 16th day of December, 2013.

[SIGNATURES TO FOLLOW]

David Krutzfeldt, Mayor

ATTEST:

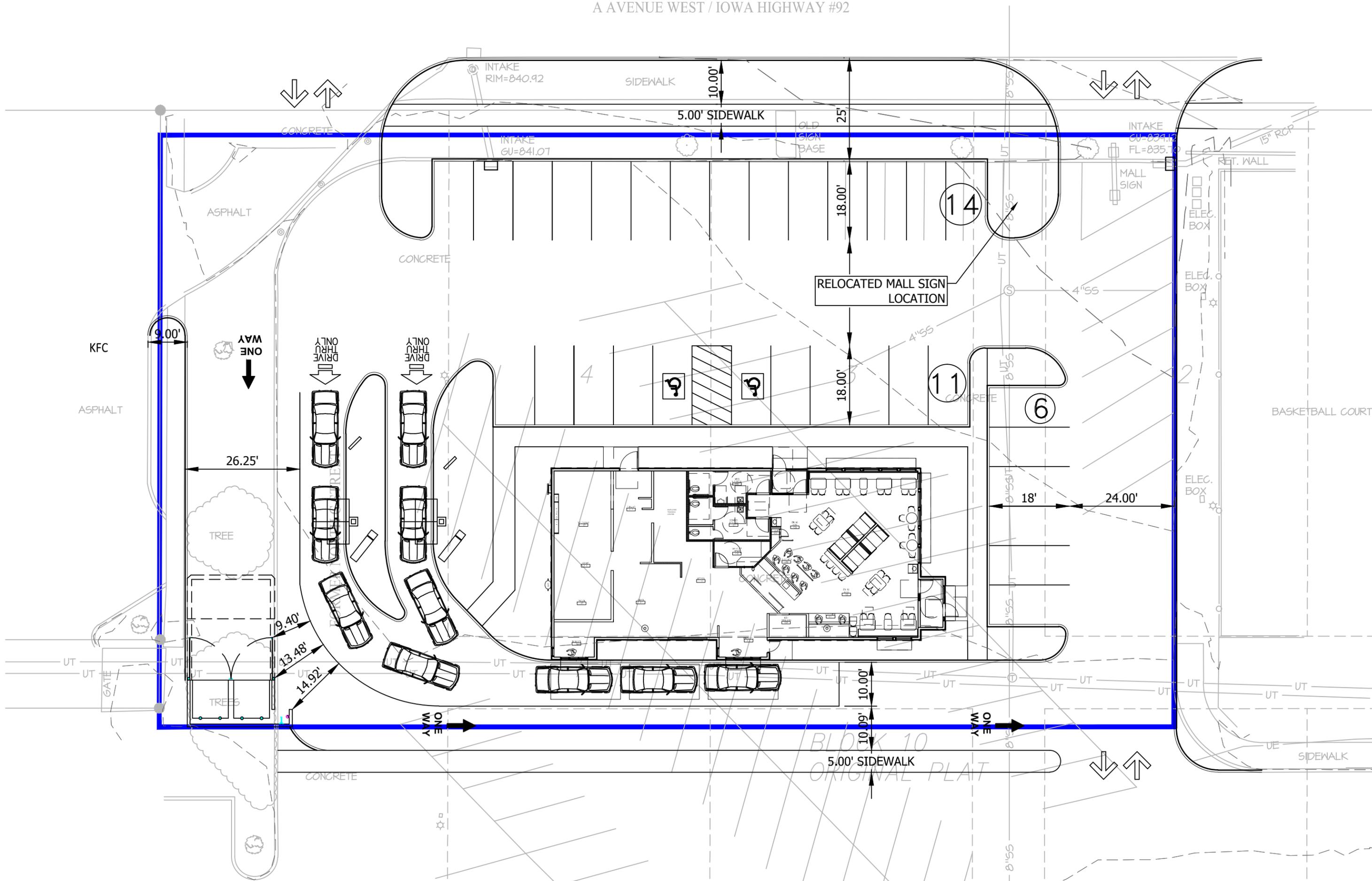
Amy Miller, City Clerk

Deal Point Summary : Hardee's Purchase and Sales Agreement s

- City will sell 0.72 acres of city owned parking lot and purchase of 0.33 acres known as "Hardee's"
 - City's property sold to 4G at \$275,000, city purchases 4G property for \$195,000
 - City's nets \$100,000 in the transaction; \$80,000 for land, \$20,000 for demolition
 - Both entities responsible for future development costs
 - Agreement restricts future construction of restaurant that sells hamburgers or has a drive through window; 25 year restriction
- City pays for demolition of existing Hardee's building
 - Cost to be determined
 - Estimate at least \$20,000
- City pays for future redevelopment of existing Hardee's site
 - Cost to be determined
 - Will fluctuate based upon city council's desired redevelopment plan
- City pays for ALTA surveys, legals and ½ of closing costs
 - Cost to be determined
 - City has already paid for creating new plat of survey (approx. \$2,000)
- Hardee's to construct a new building within one year of closing
 - Owners anticipate 4-12 month construction timeframe
 - Conceptual site plan has been provided to the city, PCM and Hy-Vee
- During construction Hardee's will lease the existing building back from the city at a cost of \$4,200 per month
 - First 4 months of lease payments are abated, as to induce a quick construction schedule
 - Taxes on the property paid last year \$14,146 annually, \$1,178/month
 - After 12 months, Hardees to pay rent amount as well as associated property taxes
- Hardee's to pay the city \$20,000 for costs associated with the demolition of the existing facility
 - Payable upon the Lease termination date
- Hardee's to provide access easement to and from Penn Central Mall (PCM) parking lot and maintain access for KFC generally at the existing location
 - Two driveway locations from A Avenue West to be supported by city
 - DOT makes provides final approval on driveway access
- Hardee's shall move the existing PCM sign and raise the sign to facilitate co-location

- Concept plan will need to be worked out with PCM, but have support

A AVENUE WEST / IOWA HIGHWAY #92



PURCHASE AND SALE AGREEMENT FOR COMMERCIAL VACANT LAND

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into by and between The City of Oskaloosa, a municipal authority (“Seller” or “City”) and **4 G PROPERTIES, LLC**, a Colorado limited liability company, or its assigns (“Buyer” or “4G”).

RECITALS

A. Seller is the holder of fee simple title to certain real property described as approximately .72 acres located on A Avenue West in the City of Oskaloosa, Mahaska County, Iowa, which is legally described on **Exhibit A** attached hereto and made a part hereof, together with all improvements thereon, if any (the “Vacant Land”).

B. Buyer wishes to purchase and Seller desires to sell the Vacant Land pursuant to the terms stated herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by all the parties, it is agreed as follows:

TERMS

1. **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into and made a part of this Agreement.

2. **Effective Date.** The effective date (“Effective Date”) of this Agreement shall be the later of (i) the last date that either Buyer or Seller executes this Agreement.

3. **Purchase Price and Terms of Payment.** The purchase price (“Purchase Price”) for the Vacant Land is TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$275,000.00). The Purchase Price shall be paid by 4G as follows:

A. Within ten (10) business days after the Effective Date of this Agreement, 4G shall deposit FIVE THOUSAND AND NO/100THS DOLLARS (\$5,000.00) (“Earnest Money Deposit”) with DRI Title and Abstract, 13057 West Center Rd., Suite 1, Omaha, NE 68144 (the “Title Company”).

B. Expressly conditioned on the closing of this transaction, is the closing contemplated by that “Purchase and Sale Agreement – Hardee’s Restaurant Property” of even date herewith between 4G and City (the “Hardee’s Property PSA”), pertaining to a 0.33 acre parcel of land located to the east of the Vacant Land in Oskaloosa, IA, on which 4G currently operates a Hardee’s Restaurant (the “Hardee’s Property”), which closing (the “Hardee’s Closing”) is intended to be conducted simultaneously with the closing of the sale of the Vacant Land, as described herein (the “Vacant Land Closing”), but not as a §1031 Exchange. Buyer shall receive a credit towards the Purchase Price in the amount of \$195,000 for the deed of the Hardee’s Property to Seller.

C. At the time of the Vacant Land Closing, the Earnest Money Deposit and any other deposit(s) which may be made by 4G hereunder as provided in Paragraph 13(B)(7) below, will be disbursed by the Title Company to City and applied against the

Purchase Price, and the balance of the Purchase Price shall be paid to City by allocation on the settlement statements of all sums owed by City to 4G in connection with City's acquisition of the Hardee's Property from 4G. To the extent the settlement statements executed at the time of the Hardee's Closing and the Vacant Land Closing show that either City or 4G owes the other a net balance, the same shall be paid in certified funds by the obligated party on the date of such closings.

4. **Conveyance and Title.** Subject to the terms and conditions of this Agreement and for the consideration set forth herein, Seller agrees to convey, transfer, assign, sell and deliver to Buyer at Closing all of the following:

A. Fee Simple Title to the Vacant Land, as the same is replatted by Seller as described in Section 7(D), free and clear of any lien or claim;

B. All of Seller's right, title and interest, if any, in and to all easements, privileges, licenses, reservations, permits, approvals, authorizations, rights-of-way, strips and gores, consents and other use rights, interests and privileges owned or used by Seller in connection with the Vacant Land; and

C. Possession of the Vacant Land.

Seller shall convey the Vacant Land by a recordable statutory general warranty deed, conveying good and marketable title in fee simple subject only to taxes for the year of Closing and subsequent years, a lien but not yet due and payable, and the Permitted Exceptions, as defined below. Seller hereby agrees to satisfy and discharge any liens on the Vacant Land prior to or at Closing.

5. **Title/Survey Review.** Within twenty (20) days after the Effective Date, Seller shall deliver to Buyer, at Seller's sole cost and expense, an ALTA title insurance commitment ("Commitment") from Title Company, in a form acceptable to Buyer. Within thirty (30) days after the Effective Date, Seller shall deliver to Buyer, at Seller's sole cost and expense, an ALTA survey ("Survey") of the Vacant Land, certified to Buyer and Buyer's lender. The Survey shall show the location of all improvements on the Vacant Land, the location of all easements and other plotable exceptions listed in the Commitment, and shall contain a legal description of the Vacant Land, which description shall include the alley currently located between Lots 4 and 5, and shall be used in the replat of the Vacant Land by Seller as described below. Buyer shall notify Seller of any objections to the Commitment or Survey in writing within twenty (20) days after receipt of the Survey (the "Title/Survey Objection Date") and Seller shall have twenty (20) days after the Title/Survey Objection Date within which to resolve Buyer's objections to Buyer's satisfaction. In the event Seller elects not to cure or fails to cure Buyer's objections within said time period, Buyer may elect to cancel this Agreement in writing within ten (10) days, in which event Title Company shall immediately return to Buyer the Earnest Money Deposit and any other deposit(s) made by Buyer together with any interest earned thereon, or Buyer may waive in writing its title or survey objections within the ten (10) day period described immediately above and accept the condition of title. Title exceptions (exclusive of any liens, all of which Seller hereby agrees to satisfy on or before Closing) approved or accepted in writing by Buyer shall be referred to as "Permitted Exceptions".

6. **Existing Tenant.** Seller represents that there are no tenant rights to the Vacant Land or current leases encumbering the Vacant Land.

7. **Inspection/Permitting Period.**

A. **Definition.** Buyer, and its designees, shall have one hundred twenty (120) days from the Effective Date (“Inspection/Permitting Period”) to (i) conduct all such tests, inspections, studies and investigations as may be deemed appropriate by Buyer in its sole and absolute discretion to determine the useable acreage of the Vacant Land, address environmental concerns, and to determine whether the Vacant Land may be developed in the manner intended by Buyer; and (ii) to obtain any and all approvals (including, among other items and without limitation, financing and franchise approvals) and permits as Buyer determines, in Buyer’s sole discretion, are necessary to develop the Vacant Land in the manner intended by Buyer, provided that any approval or permit granted by Seller shall be explicitly conditioned on the Closing of this transaction.

B. **Mall Road Access, Curb Cuts and Pylon Sign.** During the Inspection/Permitting Period, Seller will use its best efforts to address Buyer’s need for two ingress/egress points from the Vacant Land onto A Avenue West. Buyer acknowledges that final approval of the same must be given by the Iowa Department of Transportation. As part of Buyer’s permitting process, Buyer seeks to negotiate and agree with Seller on a mutually satisfactory location for two curb cuts from the Vacant Land onto A Avenue West, and to receive Seller’s assistance in negotiating a mutually satisfactory shared access and maintenance agreement for the western most curb cut with the KFC restaurant adjacent to the west of the Vacant Land. Seller shall use its best efforts to obtain approval for the relocating and raising in height of the current Penn Central Mall sign located on the Vacant Land to a location shown on the site plan attached hereto as **Exhibit B** and made a part hereof (the “Site Plan”) with placement of the Hardee’s lighted sign attached immediately below the Penn Central Mall sign. Seller and Buyer shall negotiate a perpetual mutual access easement to allow ingress/egress from the Vacant Land for vehicular traffic onto the internal Penn Central Mall driveway located adjacent to the south of the Vacant Land, which Seller represents to Buyer is within Seller’s control to grant. Seller shall use its best efforts to assist Buyer in obtaining requisite approvals in recordable form from Hy-Vee, Inc. and Penn Central Regional Mall Limited Partnership consenting to the sale and the use and development of the Vacant Land in accordance with the Site Plan, releasing the Vacant Land from the covenants and restrictions now encumbering the same for the use and benefit of Hy-Vee, Inc. and Penn Central Regional Mall Limited Partnership, and substituting under such covenants and restrictions the Hardee’s Property.

C. **Elevations.** As part of Buyer’s permitting process, Buyer undertakes (i) to provide Seller with proposed elevations and drawings to demonstrate the impact on the Penn Central Mall of the new proposed Hardee’s restaurant to be constructed on the Vacant Land (“New Hardee’s”), (ii) to complete construction of the New Hardees within twelve months after the Closing; and (iii) to follow the required development process established by the City for new commercial construction such as is proposed by Buyer on the Vacant Land.

D. **Replat to Include Alley.** On or before Closing, Seller will replat the Vacant Land as shown on **Exhibit A**, so as to make the Vacant Land one, single, legally subdivided lot, the legal description of which will be used in the Deed of the Vacant Land to Buyer at Closing. During the Inspection/Permitting Period, Buyer shall be allowed to

apply for any permits, rezoning, approvals, variances, etc., as determined necessary by Buyer in Buyer's sole discretion.

E. Grant of Access during Inspection/Permitting Period. Seller hereby grants to Buyer and its designees the right to enter upon the Vacant Land in order to determine whether the Vacant Land is suitable for Buyer's purposes. Any tests conducted in connection with such inspections shall be conducted so as not to damage the Vacant Land. Buyer agrees to repair or restore promptly any damage to the Vacant Land caused by Buyer, its agents and contractors. All such entries onto the Vacant Land shall be at the risk of Buyer, and Seller shall have no liability for any injuries sustained by Buyer or any of Buyer's agents or contractors. Buyer agrees to indemnify and hold Seller harmless from any and all loss, claim, action, demand or liability which may arise against the Seller or the Vacant Land by virtue of any of Buyer's actions pursuant to this section. Upon completion of Buyer's investigations and tests, Buyer shall restore the Vacant Land to the same condition as it existed before Buyer's entry upon the Vacant Land. Buyer's obligations and agreements in this section shall survive the termination of this Agreement.

F. Termination of Agreement within Inspection/Permitting Period. In the event Buyer determines in its sole discretion that it is not in Buyer's best interest to consummate the transaction contemplated by this Agreement, Buyer may cancel this Agreement by delivering notice of such election to Seller at or prior to the expiration of the Inspection/Permitting Period, in which event the Earnest Money Deposit shall be immediately returned to Buyer together with any interest accrued thereon, the Vacant Land PSA shall immediately terminate, and the parties shall have no further obligation to one another except for any obligations and agreements which are intended to survive such termination.

G. Earnest Money Deemed "At Risk". If Buyer does not otherwise terminate this Agreement during the Inspection/Permitting Period, then after the expiration of the Inspection/Permitting Period, Buyer's Earnest Money Deposit shall be deemed "at risk" and shall be returned to Buyer only in the event Seller fails, neglects or refuses to perform in accordance with this Agreement.

8. Due Diligence Items. Within ten (10) calendar days of the Effective Date of this Agreement unless otherwise stated herein, Seller shall provide Buyer with the following items:

- A. Copies of current property tax and insurance bills and copy of current abstract or policy of title insurance (abstract will be returned to Seller upon request);
 - B. Copies of all maintenance contracts pertaining to the operation of the Vacant Land, and invoices thereof for the past eighteen (18) months, if any exist;
 - C. Copies of all environmental, engineering, structural and environmental reports, if any exist;
 - D. Copy of any surveys, plats or drawings of the Vacant Land, if any exist;
- and

E. Copies of any zoning and/or conditional use or similar permits or actions relating to the Vacant Land.

Any other items reasonably requested by Buyer, provided that receipt and approval of these items shall not delay the date of the Closing.

9. **Environmental.** As part of its due diligence during the Inspection/Permitting Period, Buyer may, at its option and sole cost and expense, obtain a so called "Phase 1" environmental inspection of the Vacant Land. In the event the Vacant Land is identified by the Phase 1 inspection as suspected of being environmentally contaminated, Buyer shall be permitted to conduct, or have conducted on its behalf, at Buyer's sole cost and expense, those additional environmental tests on the Vacant Land as indicated or recommended in the Phase 1 environmental inspection of the Vacant Land, and a copy of the results of such tests shall be promptly delivered by Buyer to Seller. Seller agrees that Buyer may contact other persons or entities that Buyer reasonably believes would have information with respect to any contamination of the Vacant Land.

As used below the term "Hazardous Material" means hazardous or toxic substance, material or waste (including, without limitation, asbestos) which has been or in the future is determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property and/or the use, storage and or disposal of which is regulated by any governmental authority.

Seller represents and warrants that any handling, transportation, storage, treatment or usage of Hazardous Material, if any, by Seller or its employees and agents, on the Vacant Land during the time of Seller's ownership of the Vacant Land was and shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. Seller further represents and warrants that it has no knowledge of the presence of any Hazardous Material within, on, in, or under the soil, groundwater, or soil vapor on or under the Vacant Land.

10. **Closing.** Buyer's obligation to close this transaction ("Closing") is explicitly conditioned on the simultaneous purchase by Seller from Buyer of the Hardee's Property, in accordance with the terms of the Hardee's Property PSA. The Closings contemplated by this Agreement shall take place, if at all, on the first business day which is twenty (20) after the expiration of the Inspection/Permitting Period (and of the "Inspection Period" as defined in the Hardees Property PSA), so long as all other conditions to Closing are fulfilled. Buyer's obligation to close and to purchase the Vacant Land is expressly conditioned upon all of the representations of Seller contained herein being true and correct as of the date of Closing, and Seller having replatted the Vacant Land in accordance with Section 7(D). The Closing shall be conducted by, and take place in escrow at the office of, the Title Company, so that neither Buyer nor Seller shall be obligated to physically attend the closing.

11. **Adjustments and Prorations.** The following are to be prorated and apportioned as of the date of Closing and shall be adjusted against the Purchase Price:

A. Real estate taxes shall be prorated through the date of Closing. If the taxes for the current year cannot be ascertained, those of the previous year shall be used. If taxes are prorated using the prior year's tax, Buyer and Seller agree that there will be no re-proration of taxes after Closing; and

B. All liens or assessments, special or otherwise, against the Vacant Land as of the date of the Closing shall be paid in full by Seller other than those, if any, resulting from Buyer's actions.

This Section shall survive Closing.

12. **Expenses of Closing.** The Seller shall pay and be responsible for the following costs: (i) the transfer taxes or documentary stamp taxes on the transfer of the Vacant Land; (ii) the cost of the Title Commitment and the premium for the Owner's Title Policy; (iii) the cost of the Survey described in Section 5; (iv) the cost of preparing and recording any corrective instruments required by Section 5, the replat described in Section 7(D), and one half (1/2) the cost of recording any instruments to be recorded pursuant to Section 7(B); and (v) one half (1/2) of any closing and escrow fees. The Buyer shall pay and be responsible for the following costs: (a) the cost of recording the deed and one half (1/2) the cost of recording any instruments to be recorded pursuant to Section 7(B); and (b) one half (1/2) of any closing and escrow fees. Each party shall be responsible for its own attorneys' fees and costs, except as provided otherwise by this Agreement.

13. **Closing Documents.**

A. At Closing, Seller shall execute and/or deliver documents including but not limited to:

1. Statutory general warranty deed, subject only to the Permitted Exceptions approved in accordance with Section 5 herein and using a legal description of the Vacant Land derived from the replat described in Section 7(D);
2. Standard mechanics' lien, possession and gap affidavit required by Title Company;
3. Settlement statement prepared by Title Company related to the Closing, including the adjustments and prorations provided herein;
4. FIRPTA affidavit and Groundwater Hazard Statement;
5. All documents, instruments and the purchase price required of Seller by the Hardee's Property PSA;
6. Seller's signed counterpart of the various easements and consents contemplated in Section 7(B) hereof; and
7. Such other documents as may be required, necessary or useful in consummating the transaction contemplated by this Agreement at no cost to Seller.

B. At Closing Buyer shall execute and/or deliver documents including but not limited to:

1. The Purchase Price, which shall be paid in accordance with the provisions of Section 3(C) hereof;
2. Buyer's signed original counterpart of the mutual access and maintenance agreement with the adjacent KFC owner, agreed to during the Inspection/Permitting Period (the Closing shall be contingent upon the KFC owner likewise depositing a signed original counterpart of the same with DRI title on or before the Closing);
3. Settlement statement prepared by Title Company related to the Closing, including the adjustments and prorations provided for herein;
4. Buyer's signed counterpart of the various easements and consents contemplated in Section 7(B) hereof;
5. All documents and instruments required of Buyer by the Hardee's Property PSA;
6. Such other documents as may be required, necessary or useful in consummating the transaction contemplated by this Agreement; and
7. The balance of the purchase price as shown on the settlement statement.

Closing shall be conditioned upon receipt by the Title Company, in escrow, on or before Closing, of counterparts signed by Hy-Vee, Inc. and the Penn Central Regional Mall Limited Partnership of the consents described in Paragraph 7(B) hereof.

14. **Brokerage Commission.** Buyer and Seller warrant and represent to each other that the only broker involved in this transaction is Dustin Whitehead of Lockard Realty Company, acting as the Buyer's broker. Buyer shall compensate broker through a separate agreement, which compensation shall not exceed five percent (5%) of the Purchase Price. This paragraph shall survive the Closing of this transaction. Buyer and Seller warrant and represent to each other that no broker is involved in the Hardee's Property transaction.

15. **Establishment of Escrow.** Buyer and Seller both hereby acknowledge and agree that Title Company shall hold and deliver the Earnest Money Deposit and all other deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Title Company shall be relieved of all liability and held harmless by both Seller and Buyer in the event Title Company makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Title Company shall be relieved from any responsibility or liability and held harmless by both Buyer and Seller in connection with the discharge of any of Title Company's duties hereunder provided that Title Company exercises ordinary and reasonable care in the discharge of such duties. In the event of any dispute between the Buyer and Seller as to the disbursement of such deposit(s), Title Company shall have the right to deliver the deposit(s) into the registry of a court of competent jurisdiction and, upon such delivery, Title Company shall be discharged from any and all further obligations

and liabilities hereunder. The deposit(s) shall be placed in an account of a federally insured financial institution. All interest, if any, earned on the deposit(s) shall belong to the Buyer unless the Buyer defaults, in which event all interest earned on the deposit(s) shall belong to the Seller. Buyer's federal tax identification number shall be supplied to Title Company. Title Company shall not be responsible for any fluctuations in interest rate paid on the deposit(s) or for penalties due to early withdrawal.

16. **Seller Representations, Warranties and Covenants.**

A. Seller represents and warrants to Buyer that it has the full power and authority to make, deliver, enter into and perform pursuant to this Agreement. Seller further warrants and represents that this Agreement is valid, binding and enforceable against Seller in accordance with its terms.

B. Seller further warrants and represents to Buyer that Seller is the fee simple owner of the Vacant Land.

C. Seller further warrants and represents to Buyer that neither its execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will result in a breach of, or violation of, any agreement or covenant to which Seller is signatory or is otherwise bound.

D. Seller further warrants and represents to Buyer that the Vacant Land is not encumbered by leases and that there are no parties with any rights to possession of the Vacant Land, other than Seller.

17. **Warranties and Representations of Buyer.** Buyer hereby warrants and represents to Seller that it is in existence and in good standing and that it has full power and legal authority to enter into this Agreement for the purchase of the Vacant Land. Buyer further warrants and represents that neither its execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will result in a breach of, or violation of, any agreement or covenant to which Buyer is signatory or is otherwise bound.

18. **Buyer's Default.** In the event of a default by Buyer under this Agreement, Buyer's Earnest Money Deposit and any other deposit(s) made by Buyer hereunder together with any interest earned thereon shall be paid to Seller as liquidated damages in full settlement of all claims of Seller against Buyer arising out of this Agreement.

19. **Seller's Default.** In the event of a default by Seller under this Agreement or if Seller's warranties and representations contained herein are not correct, the Buyer shall be entitled to a return of the Earnest Money Deposit and any other deposits which may have been made by Buyer hereunder plus any interest accrued thereon or shall have the right to seek specific performance as its remedy and to recover damages incurred by Buyer as a result of such default and the failure of the Hardee's Property sale to close.

20. **Litigation and Attorneys' Fees.** If it shall be necessary for either party to this Agreement to bring suit to construe, interpret or enforce any provisions hereof or for damages on account of any breach of this Agreement, the prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition

Telephone: 641-673-9481
Fax: 641-673-9484
Email: ddixon@heslingalaw.com

To Buyer: 4 G Properties, LLC
10703 Barkley St
Overland Park, KS 66211
Attention: Frank Westermajer
Telephone: 913 648-2148 x12
Fax: 913-648-6425
Email: frank@westarfoods.com

With a copy to: Emily Jane Bennett, Esq.
7730 Belleview Avenue, Suite A-240
Greenwood Village, CO 80111
Telephone: 720-484-3933
Fax: 303-740-7300
Email: ejbennett@lafflaw.com

Notice shall be deemed to have been given a) upon receipt by recipient if personally delivered, b) the following business day if delivered by nationally recognized overnight courier such as FedEx or UPS, c) three business days after postmark by the U.S. Postal Service, postage prepaid and delivery confirmation requested, or d) facsimile with evidence of transmission.

24. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties with respect to the Vacant Land described herein. This Agreement may not be amended or modified except by a writing signed by all of the parties. All understandings and agreements heretofore between the parties with respect to the Vacant Land are merged in this Agreement which alone fully and completely expresses their understanding. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Iowa. Buyer shall have the right to assign this Agreement to a related entity. Time is of the essence with respect to all matters contained herein. Whenever any time period is to be computed hereunder, the day from which the period begins to run is not to be included, and any period ending on a Saturday, Sunday or legal holiday will be extended to the next business day. This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together as representing one agreement between the parties hereto.

25. **Not a 1031 Exchange.** Seller and Buyer agree that this transaction, taken together with the Hardee's Property PSA, shall not be treated as an exchange pursuant to Section 1031 of the Internal Revenue Code, but rather shall be separate purchase and sale transactions.

26. **Contingent upon Approval.** This Agreement is contingent upon the approval of the Oskaloosa City Council, and in the event approval is not obtained, this Agreement shall become null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates specified below.

“BUYER”

4 G PROPERTIES, LLC, a Colorado limited liability company, or its assigns

By: _____
Name: Frank Westermajer
Title: President

Date Executed: _____

“SELLER”

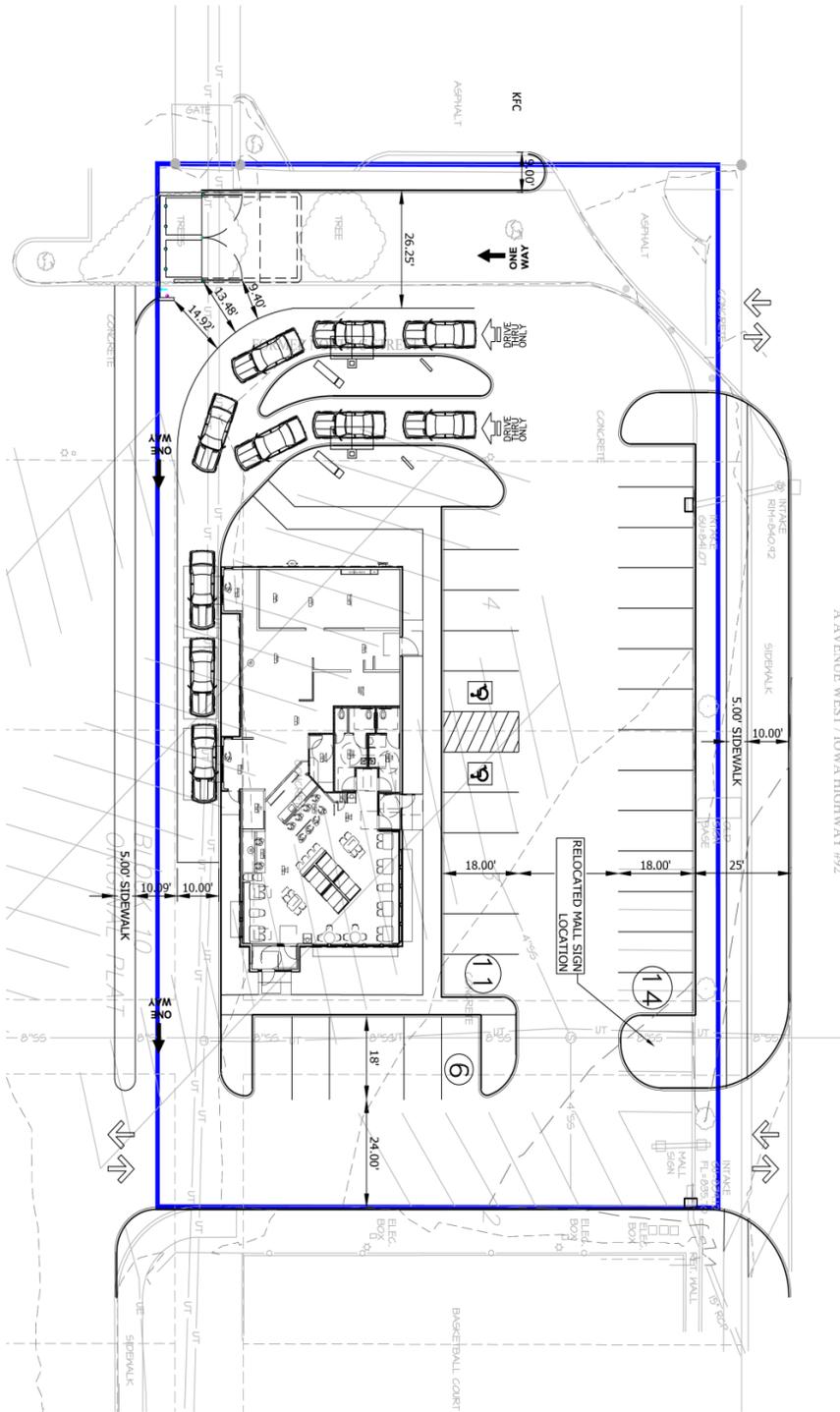
CITY OF OSKALOOSA, IOWA, a municipal authority

By: _____
Name: _____
Title: _____

Date Executed: _____

EXHIBIT "B"

NEW HARDEE'S SITE PLAN



PURCHASE AND SALE AGREEMENT – HARDEE’S RESTAURANT PROPERTY

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into by and between **4 G PROPERTIES, LLC**, a Colorado limited liability company (referred to herein as “4G” or “Seller”), and The City of Oskaloosa, a municipal authority, or its assigns (referred to herein as “City” or “Buyer”).

RECITALS

A. 4G is the holder of fee simple title to certain real property and described as approximately 0.33 acres located at 208 A Avenue West, in the City of Oskaloosa, Mahaska County, Iowa, which is legally described as ***Lots One and Two of Block Eleven of the Original Plat of the City of Oskaloosa, County of Mahaska, Iowa, Filed on May 25, 1844, Deed Record Book N, Page 1***, together with all improvements thereon, including the Hardee’s restaurant currently occupying the site (the “Hardee’s Property”).

B. City wishes to purchase and 4G desires to sell the Hardee’s Property pursuant to the terms stated herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by all the parties, it is agreed as follows:

TERMS

1. **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into and made a part of this Agreement.

2. **Effective Date.** The effective date (“Effective Date”) of this Agreement shall be the last date that either Buyer or Seller executes this Agreement.

3. **Purchase Price and Terms of Payment.** The purchase price (“Purchase Price”) for the Hardee’s Property is ONE HUNDRED NINETY-FIVE THOUSAND AND NO/100ths DOLLARS (\$195,000.00). The Purchase Price shall be paid by City as follows:

A. City shall have no obligation to purchase the Hardee’s Property, and 4G shall have no obligation to sell the Hardee’s Property, until the closing contemplated by that Purchase and Sale Agreement, of even date herewith, between 4G and City (the “Vacant Land PSA”), pertaining to the approximately .72 acre parcel of land located to the west of the Hardee’s Property (the “Vacant Land”), which closing (the “Vacant Land Closing”) shall be conducted simultaneously with the closing of the sale of the Hardee’s Property, as described herein (the “Hardee’s Closing”), but not as a §1031 Exchange.

B. At the time of the Vacant Land Closing, the net purchase price paid by 4G to the City for the Vacant Land (including any earnest money deposited by 4G) shall be immediately applied towards the amount the City owes 4G for the Hardee’s Property. To the extent the settlement statements executed at the time of the Hardee’s Closing and the Vacant Land Closing show that either the City or 4G owes the other a net balance, the same shall be paid in certified funds by the obligated party on the date of such closings.

C. The City shall not be obligated to make any earnest money deposit in connection with its purchase of the Hardee's Property, but for purposes of closing the transaction contemplated hereby, DRI Title and Abstract, 13057 West Center Rd., Suite 1, Omaha, NE 68144 (the "Title Company") shall issue the Abstract and shall conduct the closing.

4. **Conveyance and Title.** Subject to the terms and conditions of this Agreement and for the consideration set forth herein, Seller agrees to convey, transfer, assign, sell and deliver to Buyer at Closing, all of the following:

A. Fee simple title to the Hardee's Property, free and clear of any monetary lien or claim, other than the Permitted Exceptions (as defined below), but including a restriction prohibiting for a period of 25 years the use of the Hardee's Property for a fast food restaurant engaged in the sale of hamburgers or any restaurant with a drive-through window.

B. All of Seller's right, title and interest, if any, in and to all easements, privileges, licenses, reservations, permits, approvals, authorizations, rights-of-way, strips and gores, consents and other use rights, interests and privileges owned or used by Seller in connection with the Hardee's Property; and

C. Possession of the Hardee's Property, subject to the "Lease Back", as described in Section 23 hereof.

Seller shall convey the Hardee's Property by a recordable statutory general warranty deed, conveying good and marketable title in fee simple subject only to taxes for the year of Closing and subsequent years, a lien but not yet due and payable, and the Permitted Exceptions, as defined below. Seller hereby agrees to satisfy and discharge any liens on the Hardee's Property prior to or at Closing.

5. **Abstract and Title.** Seller, at its expense, shall promptly obtain an abstract of title to the Hardee's Property continued through the Effective Date and deliver it to Buyer for examination. The Abstract shall show merchantable title in Seller in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The Abstract shall become the property of the Buyer at the time of the Hardee's Closing. Seller shall pay the costs of any additional abstracting and title work to update the Abstract from the date hereof to the date of the Hardee's Closing. Buyer shall notify Seller of any objection to the Abstract, in writing, within twenty (20) days after receipt of the Abstract (the "Abstract Objection Date") and Seller shall have twenty (20) days after the Abstract Objection Date within which to resolve Buyer's objections to Buyer's satisfaction. In the event Seller elects not to cure or fails to cure Buyer's objections within said time period, Buyer may elect to cancel this Agreement in writing within ten (10) days thereafter, or Buyer may waive in writing its objections to title within the ten (10) day period described immediately above and accept the condition of title. Items identified on the Abstract (exclusive of all liens, all of which Seller hereby agrees to satisfy on or before Closing) shall be referred to as "Permitted Exceptions". Any termination of this Contract by Buyer in accordance with this paragraph shall likewise terminate the Vacant Land PSA.

6. **Existing Tenant.** Seller represents that there are no tenant rights to the Hardee's Property or current leases encumbering the Hardee's Property.

7. **Inspection Period.**

A. **Definition.** Buyer, and its designees, shall have one hundred twenty (120) days from the Effective Date ("Inspection Period") to conduct all such tests, inspections, studies and investigations as may be deemed appropriate by Buyer in its sole and absolute discretion to determine if the Hardee's Property is suitable for Buyer's use.

B. **Grant of Access during Inspection Period.** Seller hereby grants to Buyer and its designees the right to enter upon the Hardee's Property in order to determine whether the Hardee's Property is suitable for Buyer's purposes. Any tests conducted in connection with such inspections shall be conducted so as not to damage the Hardee's Property. Buyer agrees to repair or restore promptly any damage to the Hardee's Property caused by Buyer, its agents and contractors. All such entries onto the Hardee's Property shall be at the risk of Buyer, and Seller shall have no liability for any injuries sustained by Buyer or any of Buyer's agents or contractors. Buyer agrees to indemnify and hold Seller harmless from any and all loss, claim, action, demand or liability which may arise against the Seller or the Hardee's Property by virtue of any of Buyer's actions pursuant to this section. Upon completion of Buyer's investigations and tests, Buyer shall restore the Hardee's Property to the same condition as it existed before Buyer's entry upon the Hardee's Property. Buyer's obligations and agreements in this section shall survive the termination of this Agreement.

C. **Termination of Agreement within Inspection Period.** In the event Buyer determines in its sole discretion that it is not in Buyer's best interest to consummate the transaction contemplated by this Agreement, Buyer may cancel this Agreement by delivering notice of such election to Seller at or prior to the expiration of the Inspection Period, in which event the Vacant Land PSA shall likewise be immediately terminated, any earnest money held by Title Company with respect to the Vacant Land PSA shall be returned to 4G, and the parties shall have no further obligation to one another under either this Agreement or the Vacant Land PSA, except for any obligations and agreements which are intended to survive such termination.

8. **Due Diligence Items.** Within ten (10) calendar days of the Effective Date of this Agreement unless otherwise stated herein, Seller shall provide Buyer with the following items:

A. Copies of current Hardee's Property insurance bills and copy of current policy of title insurance;

B. Copies of any environmental, engineering, structural and environmental reports, if any exist, to the extent within Seller's possession or control; and

C. Copy of any surveys, plats or drawings of the Hardee's Property, if any exist, to the extent within Seller's possession or control; and

D. Any other items reasonably requested by Buyer, provided that receipt and approval of these items shall not delay the date of the Closing.

9. **Environmental.** As part of its due diligence during the Inspection Period, Buyer may, at its option and sole cost and expense, obtain a so called "Phase I" environmental inspection of the Hardee's Property. In the event the Hardee's Property is identified by the Phase 1 inspection as suspected of being environmentally contaminated, Buyer shall be permitted to conduct, or have conducted on its behalf, at Buyer's sole cost and expense, those additional environmental tests on the Hardee's Property as indicated or recommended in the Phase 1 environmental inspection of the Hardee's Property, and a copy of the results of such tests shall be promptly delivered by Buyer to Seller. Seller agrees that Buyer may contact other persons or entities that Buyer reasonably believes would have information with respect to any contamination of the Hardee's Property.

As used below the term "Hazardous Material" means hazardous or toxic substance, material or waste (including, without limitation, asbestos) which has been or in the future is determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property and/or the use, storage and or disposal of which is regulated by any governmental authority.

Seller represents and warrants that any handling, transportation, storage, treatment or usage of Hazardous Material, if any, by Seller or its employees, on the Hardee's Property during the time of Seller's ownership of the Hardee's Property was and shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. Seller further represents and warrants that it has no knowledge of the presence of any Hazardous Material within, on, in, or under the soil, groundwater, or soil vapor on or under the Hardee's Property.

10. **Closing.** Buyer's obligation to close this transaction ("Closing") is explicitly conditioned on the simultaneous purchase by Seller from Buyer of the Vacant Land in accordance with the terms of the Vacant Land PSA. The Closings contemplated by this Agreement and the Vacant Land PSA shall take place, if at all, on the first business day which is twenty (20) days after the expiration of the Inspection Period (and of the "Inspection/Permitting Period" as defined in the Vacant Land PSA), so long as all other conditions to Closing are fulfilled. Buyer's obligation to close and to purchase the Hardee's Property is expressly conditioned upon all of the representations of Seller contained herein being true and correct as of the date of Closing. The Closing shall be conducted by, and take place in escrow at the office of, the Title Company, so that neither Buyer nor Seller shall be obligated to physically attend the closing.

11. **Adjustments and Prorations.** The following are to be prorated and apportioned as of the date of Closing and shall be adjusted against the Purchase Price:

A. Real estate taxes shall be prorated through the date of Closing. If the taxes for the current year cannot be ascertained, those of the previous year shall be used. If taxes are prorated using the prior year's tax, Buyer and Seller agree that there will be no re-proration of taxes after Closing; and

B. All liens or assessments, special or otherwise, against the Hardee's Property as of the date of the Closing shall be paid in full by Seller other than those, if any, resulting from Buyer's actions.

This Section shall survive Closing.

12. **Expenses of Closing.** The Seller shall pay and be responsible for the following costs: (i) the transfer taxes or documentary stamp taxes on the transfer of the Hardee's Property; (ii) the cost of abstracting to show marketable title in accordance with this Agreement; (iii) the cost of the Survey described in Section 5; (iv) the cost of preparing and recording any corrective instruments required by Section 5; and (v) one half (1/2) of any closing and escrow fees. The Buyer shall pay and be responsible for the following costs: (a) the cost of recording the deed; and (b) one half (1/2) of any closing and escrow fees. Each party shall be responsible for its own attorneys' fees and costs, except as provided otherwise by this Agreement.

13. **Closing Documents.**

A. At Closing, Seller shall execute and/or deliver documents including but not limited to:

1. Statutory general warranty deed, subject only to the Permitted Exceptions approved in accordance with Section 5 herein;
2. Standard mechanics' lien, possession and gap affidavit required by the Title Company;
3. Settlement statement prepared by Title Company related to the Closing, including the adjustments and prorations provided herein;
4. FIRPTA affidavit and Groundwater Hazard Statement;
5. All documents, instruments and the purchase price required of Seller by the Vacant Land PSA; and
6. Such other documents as may be required, necessary or useful in consummating the transaction contemplated by this Agreement at no cost to Seller.

B. At Closing, Buyer shall execute and/or deliver documents including but not limited to:

1. The Purchase Price shall be paid in accordance with the provisions of Section 3.B hereof;
2. Settlement statement prepared by Title Company related to the Closing, including the adjustments and prorations provided for herein;
3. All documents and instruments required of Buyer by the Vacant Land PSA; and
4. Such other documents as may be required, necessary or useful in consummating the transaction contemplated by this Agreement.

14. **Brokerage Commission.** Buyer and Seller warrant and represent to each other that no broker is involved in the Hardee's Property transaction and that the only broker involved

in the Vacant Land transaction is Dustin Whitehead of Lockard Realty Company, acting as 4G's broker, and to be paid by 4G as provided in the Vacant Land PSA.

15. **Establishment of Escrow.** Buyer and Seller both hereby acknowledge and agree that Title Company shall hold and deliver all sums which may be deposited with Title Company pursuant to this Agreement in connection with the Closing in accordance with the terms and conditions of this Agreement and that Title Company shall be relieved of all liability and held harmless by both Seller and Buyer in the event Title Company makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Title Company shall be relieved from any responsibility or liability and held harmless by both Buyer and Seller in connection with the discharge of any of Title Company's duties hereunder provided that Title Company exercises ordinary and reasonable care in the discharge of such duties. In the event of any dispute between the Buyer and Seller as to the disbursement of such sums, Title Company shall have the right to deliver any sums deposited with it into the registry of a court of competent jurisdiction and, upon such delivery, Title Company shall be discharged from any and all further obligations and liabilities hereunder.

15. **Seller Representations, Warranties and Covenants.**

A. Seller represents and warrants to Buyer that it has the full power and authority to make, deliver, enter into and perform pursuant to this Agreement. Seller further warrants and represents that this Agreement is valid, binding and enforceable against Seller in accordance with its terms.

B. Seller further warrants and represents to Buyer that Seller is the fee simple owner of the Hardee's Property.

C. Seller further warrants and represents to Buyer that neither its execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will result in a breach of, or violation of, any agreement or covenant to which Seller is signatory or is otherwise bound.

D. Seller further warrants and represents to Buyer that the Hardee's Property is not encumbered by leases and that there are no parties with any rights to possession of the Hardee's Property, other than Seller.

16. **Warranties and Representations of Buyer.** Buyer hereby warrants and represents to Seller that it, and any assignee of Buyer hereunder, is in existence and in good standing and that it has full power and legal authority to enter into this Agreement for the purchase of the Hardee's Property. Buyer further warrants and represents that neither its execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will result in a breach of, or violation of, any agreement or covenant to which Buyer is signatory or is otherwise bound.

17. **Buyer's Default.** In the event of a default by Buyer under this Agreement, or if Buyer's warranties and representations contained herein are not correct, Seller shall have the right to seek specific performance as its remedy and to recover damages incurred by Seller as a result of such default.

18. **Seller's Default.** In the event of a default by Seller under this Agreement or if Seller's warranties and representations contained herein are not correct, Buyer shall have the

right to seek specific performance as its remedy and to recover damages incurred by Buyer as a result of such default.

19. **Litigation and Attorneys' Fees.** If it shall be necessary for either party to this Agreement to bring suit to construe, interpret or enforce any provisions hereof or for damages on account of any breach of this Agreement, the prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the court.

20. **Risk of Loss and Condemnation.** Until Closing, Seller has the risk of loss or damage to the Hardee's Property. If any loss or damage occurs prior to Closing, Buyer may, at its option, either (i) cancel this Agreement or (ii) accept the Hardee's Property with no reduction in the Purchase Price provided that Seller assigns to Buyer any insurance proceeds payable by reason of such loss or damage. Buyer shall not commence any condemnation proceeding against the Hardee's Property while this Agreement is in effect.

21. **As Is/No Representations and Warranties by Seller.** Buyer acknowledges that this Agreement provides Buyer with an adequate opportunity to inspect, examine and evaluate the Hardee's Property. In purchasing the Hardee's Property, Buyer is relying solely on the results of its inspections, examinations and evaluations and not on any representation or warranty made by Seller. Buyer shall acquire the Hardee's Property in an "AS IS" and "WHERE IS" condition, with all faults, whether known or unknown. Buyer acknowledges that any information of any type which Buyer has received or may receive from Seller or Seller's agents, including without limitation any materials required to be provided by Seller herein, is furnished on the express condition that Buyer shall make an independent verification of the accuracy of such information, all such information being furnished without any representation or warranty whatsoever. Buyer acknowledges having the opportunity to inspect the Hardee's Property and to conduct such investigations and studies on and off the Hardee's Property as it deems necessary. Buyer hereby waives any and all objections to, complaints about, or claims regarding any environmental law, the physical characteristics and existing conditions, including, without limitation, subsurface soil and water conditions and the presence of Hazardous Materials on, under, or adjacent to the Hardee's Property (unless such Hazardous Materials were placed on the Hardee's Property by Seller or its agents), and the risk that adverse conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation.

22. **Lease Back and Demolition.** Upon the occurrence of the Closing as described herein, the following shall occur:

A. 4G shall lease the Hardee's Property back from City (the "Lease") for a period of not less than two (2), nor greater than twelve (12), calendar months following Closing, during construction by 4G of a replacement Hardee's restaurant on the Vacant Land. The precise term of such Lease to be at 4G's option, with lease termination occurring simultaneously upon the opening of the new restaurant. 4G shall continue to insure the improvements located on the Hardee's Property, and all risk of casualty and other insurable risks with respect to the Hardee's Property shall remain with 4G. Rent shall be abated for the first four (4) months following Closing (measured from the date of Closing to the same date the following month), and shall thereafter be paid by 4G to City in the amount of \$4,200.00 per month, on the first day of each month, prorated for any partial month. 4G shall not be required to pay real estate taxes on the Hardee's

Property during the term of the Lease, however, if 4G holds over beyond twelve calendar months of occupancy, then 4G shall thereafter also pay monthly, to the City, an amount equal to the real estate taxes accruing against the Hardee's Property during any such holdover period. 4G shall give City not less than thirty (30) days prior written notice of the exact Lease termination date, and any holdover by 4G beyond the twelve calendar months described above shall be at 150% of the base rent paid immediately preceding such holdover. City acknowledges that it intends to demolish the existing restaurant located on the Hardee's Property, and if any casualty shall occur on the Hardee's Property during the term of the Lease, 4G shall not be required to repair or restore the improvements located on the Hardee's Property, but shall deliver the proceeds of any casualty insurance to City. At all times prior to Closing, and also during the term of the Lease, 4G shall be permitted to remove all equipment, fixtures, signs, branding items, and any other improvements from the Hardee's Property, whether affixed to the Hardee's Property or not, as 4G shall desire, without being required to repair or restore any damage occasioned by such removal. If City requires, 4G shall enter into a separate Lease Agreement with the City, on a form drafted by City and acceptable to 4G, such Lease Agreement to be negotiated during the Inspection Period and incorporating the terms hereof, or, at City's option, the provisions of this Section 23 shall substitute for such a separate Lease Agreement, and this section shall survive the Hardee's Closing.

B. Upon the Lease termination date, Hardee's shall pay to the City the sum of Twenty Thousand and No/100ths dollars (\$20,000) towards the costs of demolition of the improvements on the Hardee's Property. Upon payment of such sum, 4G shall have no further obligation with respect to the City's planned redevelopment of the Hardee's Property, including, without limitation, any obligation for demolition, disconnection or movement of utilities, grading and/or paving on the Hardee's Property.

23. **Notice.** All notices required or allowed by this Agreement shall be considered delivered when: (a) delivered in person, (b) the following business day after delivering the same to a nationally recognized overnight courier service (such as Federal Express or UPS), postage prepaid, (c) the following business day after facsimile transmission, so long as a transmission receipt is generated and promptly mailed to the party to be notified, or (d) three business days after depositing the same in U.S. Mail, postage prepaid, addressed to the party or person to whom notice is to be given, at the following addresses:

To Buyer: City of Oskaloosa
c/o Michael Schrock
Oskaloosa City Manager
220 South Market Street
Oskaloosa, IA 52577
Telephone: 641-673-9431
Fax: _____
Email: michael.schrock@oskaloosaiowa.org

With a copy to: David Dixon, Esq.
Oskaloosa City Attorney
118 North Market
Oskaloosa, IA 52577
Telephone: 641-673-9481
Telephone: 671-673-9481

Fax: 671-673-9484
Email: ddixon@heslingalaw.com

To Seller: 4 G Properties, LLC
10703 Barkley St
Overland Park, KS 66211
Attention: Frank Westermajer
Telephone: 913 648-2148 x12
Fax: 913-648-6425
Email: frank@westarfoods.com

With a copy to: Emily Jane Bennett, Esq.
7730 Belleview Avenue, Suite A-240
Greenwood Village, CO 80111
Telephone: 720-484-3933
Fax: 303-740-7300
Email: ejbennett@lafflaw.com

Notice shall be deemed to have been given a) upon receipt by recipient if personally delivered, b) the following business day if delivered by nationally recognized overnight courier such as FedEx or UPS, c) three business days after postmark by the U.S. Postal Service, postage prepaid and delivery confirmation requested, or d) facsimile with evidence of transmission.

24. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties with respect to the Hardee's Property described herein. This Agreement may not be amended or modified except by a writing signed by all of the parties. All understandings and agreements heretofore between the parties with respect to the Hardee's Property are merged in this Agreement which alone fully and completely expresses their understanding. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Iowa. Buyer shall have the right to assign this Agreement to a related entity. Time is of the essence with respect to all matters contained herein. Whenever any time period is to be computed hereunder, the day from which the period begins to run is not to be included, and any period ending on a Saturday, Sunday or legal holiday will be extended to the next business day. This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together as representing one agreement between the parties hereto.

25. **Not a 1031 Exchange.** Seller and Buyer agree that this transaction, taken together with the transaction evidenced by the Vacant Land PSA, shall not be treated as an exchange pursuant to Section 1031 of the Internal Revenue Code, but rather shall be separate purchase and sale transactions. Buyer acknowledges that its basis in the Hardee's Property is \$295,000.00.

26. **Contingent upon Approval.** This agreement is contingent upon the approval of the Oskaloosa City Council, and in the event approval is not obtained this agreement shall become null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates specified below.

SELLER:

4 G PROPERTIES, LLC, a Colorado limited liability company, or its assigns

By: _____

Name: Frank Westermajer

Title: President

Date Executed: _____

BUYER:

CITY OF OSKALOOSA, IOWA, a municipal authority

By: _____

Name: _____

Title: _____

Date Executed: _____



City
Communication

Council

Meeting Date: December 16, 2013

Requested By: Mayor/City
Council/Staff

Item Title: REGULAR AGENDA

Explanation :

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

Budget Consideration:

Not applicable.

Attachments :

None.



City Council
Communication
Meeting Date: December 16, 2013
Requested By: Mayor & City Council

Item Title: Mayor and Council Appointments

Consider appointment of two individuals to the Historic Preservation Commission for three year terms that end December 31, 2016.

Explanation :

The terms of Julie Hansen and Jo Broerman on the Historic Preservation Commission expire at the end of December. Both Hansen and Broerman have indicated they would like to be reappointed. An application has also been received from Janel Campbell. This is a seven member board. Currently two males and five females serve on the commission. Appointments to the Historic Preservation Commission are made by the City Council.

Budget Consideration:

Not applicable.

Attachments :

Applications from Julie Hansen, Jo Broerman and Janel Campbell.

The following form was submitted via your website: Application for Board or Commission
Board or commission applying for (choose one from list):: Historic Preservation Committee
Board or commission not listed above::

Name of applicant:: Julie Hansen

Address of Applicant: 818 High Ave East

Phone number (day): 641-673-1197

Phone number (evening):

Email address:: hansenj@wmpenn.edu

Would you like to be interviewed for this position?: No

Why are you interested in this position?: I would like to be reappointed to this committee. I am interested in preserving and protecting historic buildings in Oskaloosa. Thank you for your consideration

Your experience that would be beneficial to the board or commission:: I am currently a member of the committee. I serve on the Wm Penn Historic Preservation Committee.

Other civic experience:: Library Board during the renovation of OPL.

BOARD, COMMITTEE AND COMMISSION APPLICATION

(Applicants must be registered voters in Oskaloosa with the exception of rural Library Board members)

NAME: JO Broerman DATE: _____

ADDRESS: 509 High Ave East

PHONE NO. (Day) 673-6215 Home (Evening) 673-6215 Home

Cell 1-641-295-4126 Cell 1-641-295-4126
BOARD OR COMMISSION APPLYING FOR: Charter Member H. P. Com

WOULD YOU LIKE TO BE INTERVIEWED FOR THIS POSITION? ~~Yes~~ Yes No Charter Member

WHY INTERESTED: Member - Charter Member

Mayor Ron Krusemark called me
before the first group was put
together. At this time Church
Russell, Only charter group left!

EXPERIENCE BENEFICIAL TO BOARD OR COMMISSION: _____

Jo is a State Member of the
First Member - 00039 as a Administrator
for Health Administrator for
Health Care State Council.

OTHER CIVIC EXPERIENCE: Charter Member for the

Ken Slups Estate. Now Tom
Banks - Jo and now Dr. Sid Smith
for Health and H. C. C. Send any
one to share Free School - Help.

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

Board or commission applying for (choose one from list):: Historic Preservation Committee

Board or commission not listed above::

Name of applicant:: Janel Campbell

Address of Applicant: 1204 Oakview Drive
Oskaloosa IA 52577

moving on Saturday to 818 High Ave. E
Oskaloosa, IA 52577

Phone number (day): 314-568-6698

Phone number (evening): same as above

Email address:: janel@interiorsbyval.com

Would you like to be interviewed for this position?: No

Why are you interested in this position?: I have a passion for restoring, preserving and keeping historical assets in the community. I would like to be involved in keeping Oskaloosa beautiful. I also enjoy serving the community & wish to use my interior design/housing knowledge & background.

Your experience that would be beneficial to the board or commission:: Degree in Housing & Interior Design from Missouri State & currently an interior designer at Interiors By Val.
I'm not opposed to being interviewed for this position if needed.

Other civic experience::



Item Title:

Consider an ordinance amending the City Code of the City of Oskaloosa, Iowa by amending sections 10.24.010, 10.24.030, and 10.48.240 pertaining to stop and yield requirements for stop intersections, four-way stop intersections, and 'No parking zones' by changing the intersection control of South 7th Street and 5th Avenue East from a 4-way stop to a 2-way stop and restricting parking along the west side of South 7th Street 50 feet north and south of 5th Avenue East - 3rd reading.

Explanation :

The Public Works Department has performed an all-way stop warrant analysis at the intersection of South 7th Street and 5th Avenue East. The staff investigations considered the traffic flow and volume of the said intersection. There were no reported crashes at the intersection of South 7th Street & 5th Avenue East during the three year period of 2010, 2011 and 2012. The traffic volumes and crash history did not meet the 4-way stop warrants stated in the Manual on Uniform Traffic Control Devices.

Therefore, staff recommends removing the stop signs on South 7th Street. The stop signs on 5th Avenue East will remain. A parking restriction will also be required along the west side of South 7th Street 50 feet north and south of 5th Avenue East to allow for adequate sight distance for vehicles turning onto or crossing South 7th Street.

Note: The following recommended ordinance amendment (indicated in red font) is presented below.

Oskaloosa Municipal Code Section 10.48.240 "No Parking Zones":
Fifty feet north and south of Fifth Avenue East on the west side of South Seventh Street;
Oskaloosa Municipal Code Section 10.24.010 "Through streets-Stop required":
40. Seventh Street from Fifteenth Avenue to Fifth Avenue; Reserved;
41. Seventh Street from A Avenue East West to Fifteenth Avenue East;

~~Fifth Avenue East ;~~

Oskaloosa Municipal Code Section 10.24.030 "Four-way stop intersections":

~~5. South Seventh Street and Fifth Avenue West~~

Budget Consideration:

There will be minimal impact to the City Budget for the cost associated with drafting revisions to Chapter 17.30 of Oskaloosa Municipal Code. There will be an expense of \$200 for new 'no parking' signs and 3 hours of labor.

Recommended Action:

Approve the 3rd reading of ordinance.

Attachments :

Ordinance, Warrants report, and Map.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, "VEHICLES AND TRAFFIC," CHAPTER 10.24, "STOP AND YIELD REQUIREMENTS," SECTION 10.24.010, "THROUGH STREETS - STOP REQUIRED," SECTION 10.24.030 - "FOUR-WAY STOP INTERSECTIONS," AND CHAPTER 10.48, "PARKING REGULATIONS GENERALLY," SECTION 10.48.240 - "NO PARKING ZONES" OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA.

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

SECTION 1. Section 10.48.240, NO PARKING ZONES is amended by adding the following:

Fifty feet north and south of Fifth Avenue East on the west side of South Seventh Street;

SECTION 2. Section 10.24.010, THROUGH STREETS - STOP REQUIRED is amended AS FOLLOWS:

- 40. Reserved;
- 41. Seventh Street from A Avenue East to Fifteenth Avenue East

SECTION 3. Section 10.24.030, FOUR-WAY STOP INTERSECTIONS is amended by deleting the following:

- 5. South Seventh Street and Fifth Avenue West

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

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

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

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

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

Signed

MULTI-WAY STOP SIGN WARRANTS

Intersection: South 7th Street & 5th Avenue East
Major Street: South 7th Street

Date of Study: 10/22/2013
Minor Street: 5th Avenue East

A. Traffic Control Signal Warrant:

Where traffic control signals are justified, then the multi-way stop is an interim measure until traffic control signals are installed.

Meets Warrant?

1. Traffic Control Signal is **NOT** Justified
N/A

B. Crash History Warrant:

Five or more reported crashes in a 12 month period of the type correctable by an all-way stop control.

Meets Warrant?

1. Twelve month period studied: 2012
2. Total number of reported collisions: 0
3. Number of collisions susceptible to correction (5 Required): 0 **No**

C. Minimum Volume Warrant:

1. The volume entering the intersection from both major street approaches averages at least 300 vehicles per hour (VPH) for any 8 hours of an average day; **AND**
2. The combined vehicular, pedestrian, and bicycle volume entering from both minor street approaches averages at least 200 vehicles per hour (VPH) for the same 8 hours, with an average delay to minor street traffic of at least 30 seconds per vehicle during the highest hour; **BUT**
3. If the 85th percentile approach speed of the major street traffic exceeds 40 mph, the minimum volume warrants are 70% of the required values.

Meets Warrant?

1. 8-Hour approach volume on major street (300 VPH Required): 178 VPH **No**
2. 8-Hour approach volume on minor street (200 VPH Required): 31 VPH
No
3. 85th percentile speed on major street (40 MPH Required): 25 mph **No**

D. Reduced Warrant:

If no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80% of the minimum values. Criterion C.3 is excluded from this condition.

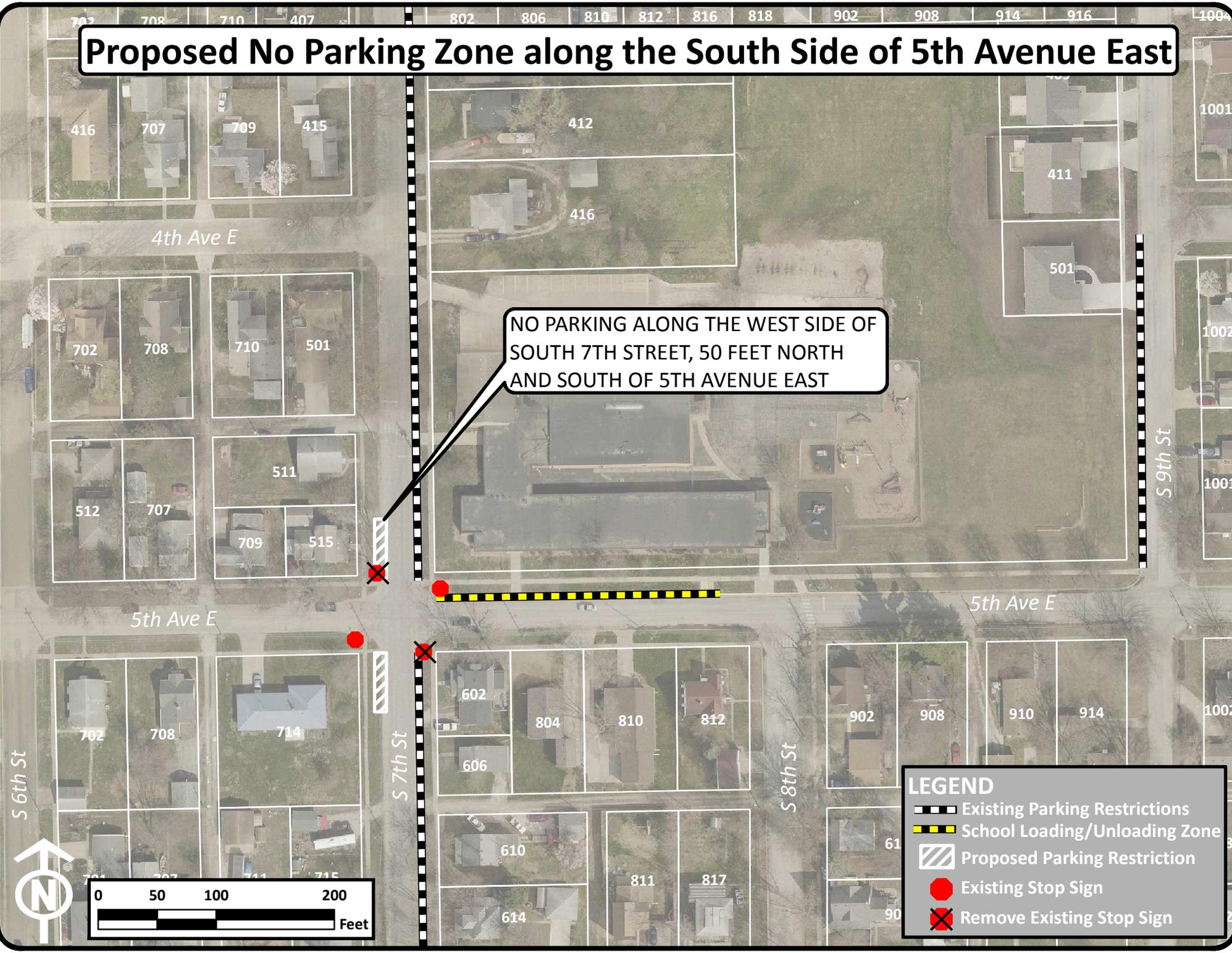
Meets Warrant?

1. Number of collisions susceptible to correction (4 Required): None **No**
2. 8-Hour approach volume on major street (240 VPH Required): 178 VPH **No**
3. 8-Hour approach volume on minor street (160 VPH Required): 31 VPH
No

Note: The Warrants are from the (National) Manual on Uniform Traffic Control Devices (MUTCD), published by the U.S. Department of Transportation (DOT) and Federal Highway Administration (FHWA).

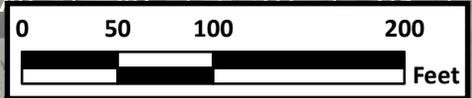
Proposed No Parking Zone along the South Side of 5th Avenue East

NO PARKING ALONG THE WEST SIDE OF SOUTH 7TH STREET, 50 FEET NORTH AND SOUTH OF 5TH AVENUE EAST



LEGEND

- Existing Parking Restrictions
- School Loading/Unloading Zone
- Proposed Parking Restriction
- Existing Stop Sign
- Remove Existing Stop Sign





City Council
Communication
Meeting Date: December 16, 2013
Requested By: Public Works Dept.

Item Title:

Consider an ordinance amending the City Code of the City of Oskaloosa, Iowa by amending provisions pertaining to school zones, speed regulations, and movable stop signs; and waive further reading of proposed ordinance - 1st reading.

Explanation :

The Public Safety Committee at their meeting on December 9, 2013 recommended city staff prepare an item for the City Council's consideration that establishes formal "School Zones" near two school facilities. The first is located in proximity to the Oskaloosa Elementary School and the second near Webster School.

The proposed School Zones are specifically outlined as follows: (1) South 7th Street between 3rd Avenue East and 6th Avenue East, (2) 5th Avenue East between South 7th Street and South 9th Street, and (3) Orchard Avenue between Mabel Street and 400 feet northeast of Pella Avenue.

The present speed limit is 25 mph on the above mentioned streets and the Public Safety Committee recommended that be reduced to a maximum speed limit of 15 mph. The 15 mph speed limit would be in effect Monday thru Friday, from 7:00 a.m. to 5:00 p.m.

If the City Council decides to convert the intersection of South 7th Street & 5th Avenue East from 4-way to 2-way stop control, then the Oskaloosa School District is requesting to allow portable stop signs that will operate in this intersection as a multi-way stop control during school hours, Monday thru Friday, from 7:00 a.m. to 5:00 p.m. The Oskaloosa School District is also requesting to waive further readings and adopt said ordinance.

City staff researched various cities in Iowa and the lowest School Zone speed limit was 20 mph. Hence staff recommends a 20 mph maximum School Zone speed limit. The installation of flashing beacons within the designated School Zones is optional as per the Manual on Uniform Traffic Control Devices (MUTCD) and therefore, staff is not recommending the installation of flashing beacons.

City staff also recommends the Oskaloosa School District consider providing crossing guards at the crosswalks in these School Zone locations.

The Public Safety committee has also recommended that the Oskaloosa School District improve parking availability at the Webster School facility in the near future by creating additional parking.

In summary, this item requests the City Council consider formal action on the following:

2. Establishing "School Zones" near the Elementary School and Webster School facilities;
 3. Reducing the permissible speed within the School Zones from 25mph to 15mph (Committee recommendation) or 20 mph (city staff recommendation); and
 4. Granting permission to the Oskaloosa School District to use portable stop signs at South 7th and 5th Avenue East from 7AM to 5PM (if the Council votes to remove the 4-way stop).
1. Waiving the 2nd and 3rd readings associated with this item at the request of the Oskaloosa School District and city staff.

Budget Consideration:

There will be minimal impact to the City Budget for the cost associated with drafting revisions to Chapter 10 of the Oskaloosa Municipal Code. If there are no flashing beacons then there will be an expense of \$500.00 for new school zone signs and 6 hours of labor.

Attachments :

Ordinance, Iowa Code, MUTCD, and Location Maps

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA BY AMENDING PROVISIONS PERTAINING TO SCHOOL ZONES, SPEED REGULATIONS, AND MOVABLE STOP SIGNS.

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

SECTION 1. Section 10.04.020, DEFINITIONS is amended by adding the following:

“School zone” as used in this chapter, the term school zone shall have the same meaning as is set forth in the "Manual on Uniform Traffic Control Devices" as adopted and amended from time to time by the Iowa Department of Transportation, provided, however, that to constitute a school zone for purposes of this Chapter, the area in question shall also be posted with signs in accordance with said Manual.

SECTION 2. Section 10.16.040, SPECIAL SPEED RESTRICTIONS is amended by adding the following:

15 Miles Per Hour in any school zone (as defined in this chapter) on school days, Monday Thru Friday, from seven a.m. to five p.m. when signs are erected giving notice thereof. A speed in excess of fifteen miles per hour shall be unlawful on any of the following locations:

- A. South 7th Street between 3rd Avenue East and 6th Avenue East,
- B. 5th Avenue East between South 7th Street and South 9th Street, and
- C. Orchard Avenue between Mabel Street and 400 feet northeast of Pella Avenue.

SECTION 3. Section 10.24.060, SCHOOL STOPS is amended by deleting this section on its entirety and substituting the following in lieu thereof:

10.24.060, MOVABLE STOP SIGNS IN SCHOOL ZONES.

Movable stop signs shall only be placed in school zones pursuant to City Council approval. When movable stop signs have been placed in the street at or within the limits of school zones, every driver of a vehicle approaching from the direction in which said stop sign faces shall stop within 10 feet of the stop sign or at a clearly marked stop line in advance of said stop sign, except when directed to proceed by a police officer.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

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

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

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

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

Signed

321.249 School zones.

Cities and counties shall have the power to establish school zones and provide for the stopping of all motor vehicles approaching the school zones, when movable stop signs have been placed in the streets in the cities and highways in counties at the limits of the zones, notwithstanding the provisions of any statute to the contrary. All traffic-control devices provided for school zones shall conform to specifications included in the manual of traffic-control devices adopted by the department, except the provision prohibiting the use of portable or part-time stop signs.

[C31, 35, §4997-d1; C39, §5018.14; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §321.249]

97 Acts, ch 108, §14

Referred to in §331.362

321.250 Discriminations.

When the local authorities of other states shall, by the adoption of rules and regulations or otherwise, prohibit motor vehicles registered under the laws of this state from operating upon highways in any subdivision of such other state, the local authorities of this state may, by ordinance or otherwise, require the motor vehicles of the subdivisions of such other state while operating by their own power in this state to be registered under the laws of this state.

[C24, 27, 31, 35, §4998; C39, §5018.15; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §321.250]

Referred to in §331.362

321.251 Rights of owners of real property — manufactured home communities or mobile home parks.

1. This chapter shall not be construed to prevent the owner of real property used by the public for purposes of vehicular travel by permission of the owner and not as matter of right from prohibiting such use, or from requiring other or different or additional conditions than those specified in this chapter, or otherwise regulating such use as may seem best to such owner.

2. a. The owner of real property upon which a manufactured home community or mobile home park is located may elect to have the vehicular traffic provisions of this chapter, or the ordinances, rules, or regulations of the local authority where the real property is located, apply to the real property and any persons located on the real property by granting authority to any peace officer to enforce the vehicular traffic provisions of this chapter, or the ordinances, rules, or regulations of the local authority as well as any regulations or conditions imposed on the real property pursuant to subsection 1. An election made pursuant to this subsection shall not create a higher priority for the enforcement of traffic laws on real property upon which a manufactured or mobile home is located than exists for the enforcement of traffic laws on public property.

b. A written notice of election shall be filed with the designated officials of the local authority whose ordinances, rules, or regulations will govern the vehicular traffic. The appropriate officials shall be the city clerk and chief of police of the city in which the real property is located and the county sheriff and the county recorder of the county in which the real property is located. The notice shall include the legal description of the real property, the street address, if any, and the date and time when the owner wishes the election to become effective. The notice shall be signed by every titleholder of the real property and acknowledged by a notary public as provided in chapter 9B.

c. An election shall terminate fourteen days following the filing of a written notice of withdrawal with the designated officials of the local authority whose ordinances, rules, or regulations will govern.

d. For purposes of this subsection, "titleholder of real property" means the person or entity whose name appears on the documents of title filed in the official county records as the owner of the real property upon which a manufactured home community or mobile home park is located.

3. The titleholder of real property under subsection 2 may elect to waive the right to have the vehicular traffic provisions of this chapter, or the ordinances, rules, or regulations of the local authority where the real property is located, apply to the real property and any persons

of [Table 2C-4](#), and where there is no opportunity to relocate the school bus turn around to provide the distance provided in [Table 2C-4](#).

Section 7B.15 School Speed Limit Assembly (S4-1P, S4-2P, S4-3P, S4-4P, S4-6P, S5-1) and END SCHOOL SPEED LIMIT Sign (S5-3)

Standard:

01 **A School Speed Limit assembly (see [Figure 7B-1](#)) or a School Speed Limit (S5-1) sign (see [Figure 7B-1](#)) shall be used to indicate the speed limit where a reduced school speed limit zone has been established based upon an engineering study or where a reduced school speed limit is specified for such areas by statute. The School Speed Limit assembly or School Speed Limit sign shall be placed at or as near as practical to the point where the reduced school speed limit zone begins (see [Figures 7B-3](#) and [7B-5](#)).**

02 **If a reduced school speed limit zone has been established, a School (S1-1) sign shall be installed in advance (see [Table 2C-4](#) for advance placement guidelines) of the first School Speed Limit sign assembly or S5-1 sign that is encountered in each direction as traffic approaches the reduced school speed limit zone (see [Figures 7B-3](#) and [7B-5](#)).**

03 **Where increased fines are imposed for traffic violations within a reduced school speed limit zone, a FINES HIGHER (R2-6P), FINES DOUBLE (R2-6aP), or \$XX FINE (R2-6bP) plaque (see [Figure 2B-3](#)) shall be installed as a supplement to the reduced school speed limit sign to notify road users.**

04 **Except as provided in [Paragraph 5](#), the downstream end of an authorized and posted reduced school speed limit zone shall be identified with an END SCHOOL SPEED LIMIT (S5-3) sign (see [Figures 7B-1](#) and [7B-5](#)).**

Option:

05 If a reduced school speed limit zone ends at the same point as a higher fines zone, an END SCHOOL ZONE (S5-2) sign may be used instead of a combination of an END HIGHER FINES ZONE (R2-11) sign and an END SCHOOL SPEED LIMIT (S5-3) sign.

06 A standard Speed Limit sign showing the speed limit for the section of highway that is downstream from the authorized and posted reduced school speed limit zone may be mounted on the same post above the END SCHOOL SPEED LIMIT (S5-3) sign or the END SCHOOL ZONE (S5-2) sign.

Guidance:

07 *The beginning point of a reduced school speed limit zone should be at least 200 feet in advance of the school grounds, a school crossing, or other school related activities; however, this 200-foot distance should be increased if the reduced school speed limit is 30 mph or higher.*

Standard:

08 **The School Speed Limit assembly shall be either a fixed-message sign assembly or a changeable message sign.**

09 **The fixed-message School Speed Limit assembly shall consist of a top plaque (S4-3P) with the legend SCHOOL, a Speed Limit (R2-1) sign, and a bottom plaque (S4-1P, S4-2P, S4-4P, or S4-6P) indicating the specific periods of the day and/or days of the week that the special school speed limit is in effect (see [Figure 7B-1](#)).**

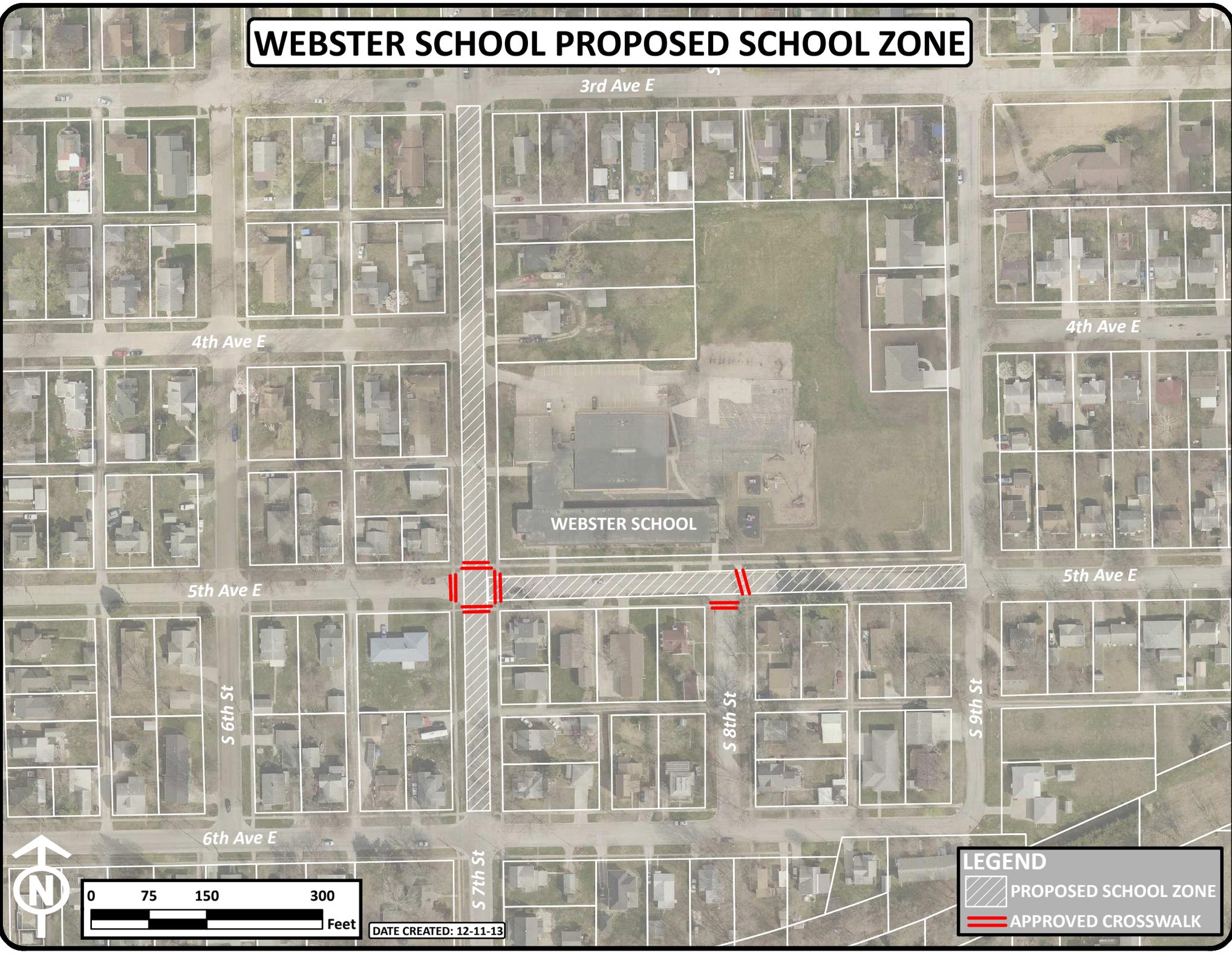
Option:

10 Changeable message signs (see [Chapter 2L](#) and [Section 6F.60](#)) may be used to inform drivers of the school speed limit. If the sign is internally illuminated, it may have a white

OSKALOOSA ELEMENTARY SCHOOL PROPOSED SCHOOL ZONE



WEBSTER SCHOOL PROPOSED SCHOOL ZONE



WEBSTER SCHOOL

3rd Ave E

4th Ave E

4th Ave E

5th Ave E

5th Ave E

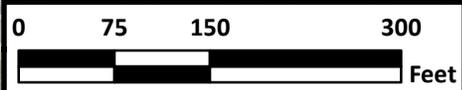
6th Ave E

S 6th St

S 8th St

S 9th St

S 7th St



DATE CREATED: 12-11-13

LEGEND

-  PROPOSED SCHOOL ZONE
-  APPROVED CROSSWALK



City Council
Communication
Meeting Date: December 16, 2013
Requested By: Public Works Dept.

Item Title:

Consider an ordinance to establish a no parking zone from 7:30 a.m. to 4:30 p.m., Monday through Friday, along the south side of 5th Avenue East between South 7th Street and South 8th Street - 1st reading.

Explanation :

The Public Works Department received a complaint about on-street parking problems along the south side of 5th Avenue East between South 7th Street and South 8th Street. The complainant indicated that they were dealing with issues related to overflow parking on 5th Avenue East from Webster school. Staff evaluated the street to find parking related problems such as blocked driveways, narrow travel lanes, tight turning radius to enter or exit driveways, and inadequate intersection approach sight distances during school peak hours.

The city staff updated their survey on November 22, 2013 to prohibit parking only during school peak hours from 7:30 AM to 4:30 PM on weekdays. Among the residents that responded to the survey (4 total), 75% (3) of property owners supported a parking restriction during school peak hours and 25% (1) of them did not support any kind of parking restriction.

The Planning & Zoning Commission considered this item at their October 14, 2013 meeting and recommended by a vote of 7 to 0 that the City Council approve a parking restriction at all times on the south side of 5th Avenue East between South 7th Street and South 8th Street.

Recommended Action:

Approve the first reading of the ordinance to restrict parking from 7:30 a.m. to 4:30 p.m., Monday through Friday, along the south side of 5th Avenue East between South 7th Street and South 8th Street.

Budget Consideration:

Cost of installing three "No Parking Signs" (\$150.00 for sign material and 3 hours labor) and cost associated with drafting revisions to Chapter 10.48 of Oskaloosa Municipal Code.

Attachments :

Ordinance, Location Map, Pictures, and Survey Responses.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A "NO PARKING" ZONE FROM 7:30 A.M. TO 4:30 P.M., MONDAY THROUGH FRIDAY, ALONG THE SOUTH SIDE OF 5TH AVENUE EAST BETWEEN SOUTH 7TH STREET AND SOUTH 8TH STREET, PROHIBITING THE PARKING OF MOTOR VEHICLES OR OTHER TYPE OF VEHICLES WITHIN SAID NO PARKING ZONE; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF

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

SECTION 1: The purpose of this ordinance is to establish a "No Parking Zone" from 7:30 a.m. to 4:30 p.m., Monday through Friday, along the south side of 5th Avenue East between South 7th Street and South 8th Street.

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

SECTION 3: Regulatory and warning signs to advise as to the above-referenced "No Parking Zone" shall be erected and maintained.

SECTION 4: Any person, operator, or owner of said vehicle who causes the same to be placed, parked, or stopped in said "No Parking Zone" or allows the same to occur, shall be guilty of a misdemeanor and shall be punishable by a fine.

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

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

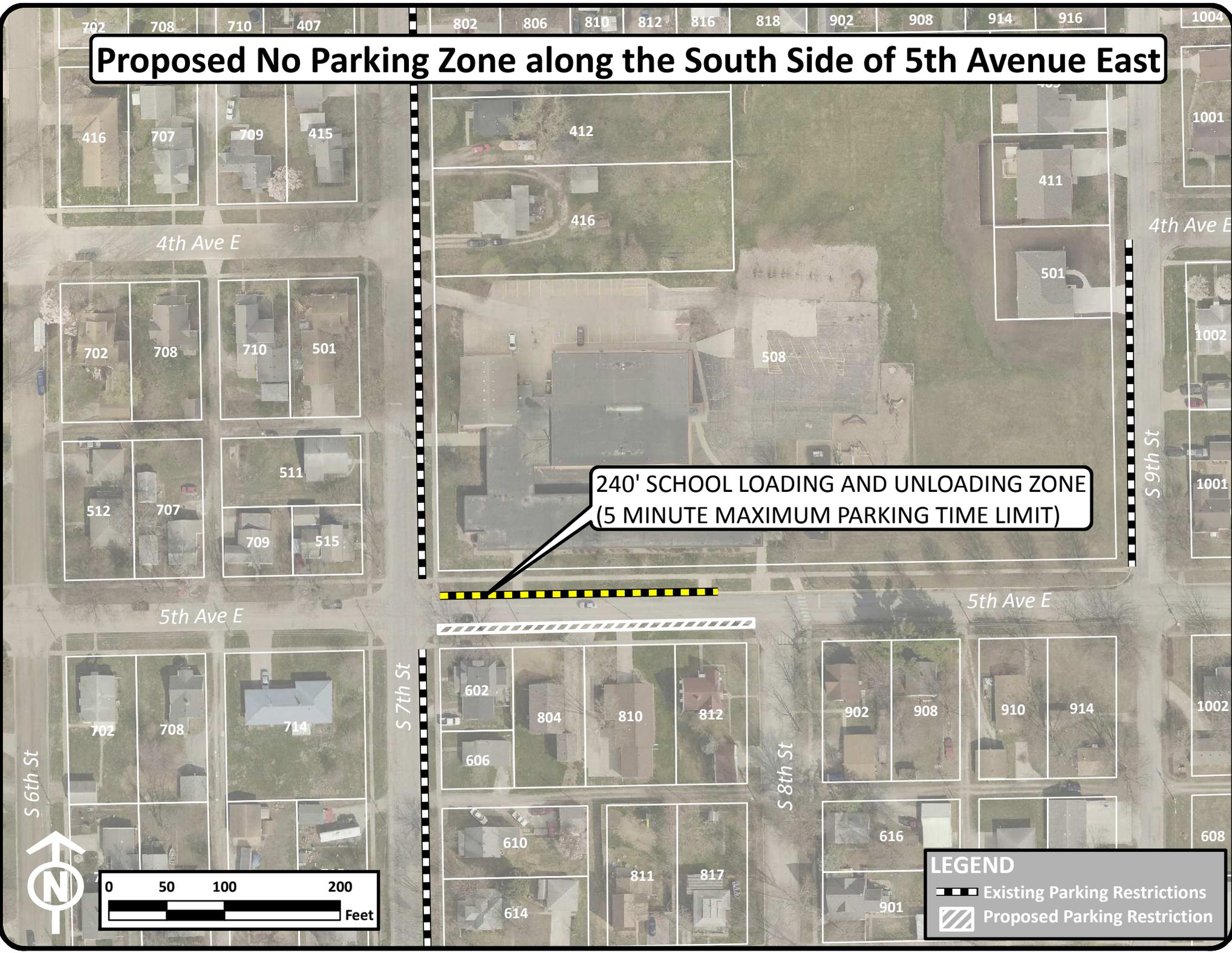
David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

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

Signed

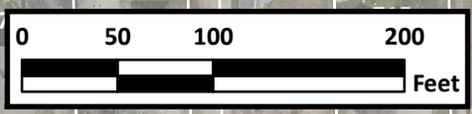
Proposed No Parking Zone along the South Side of 5th Avenue East



240' SCHOOL LOADING AND UNLOADING ZONE
(5 MINUTE MAXIMUM PARKING TIME LIMIT)

LEGEND

-  Existing Parking Restrictions
-  Proposed Parking Restriction





5th Ave E looking east towards South 7th Street.



5th Ave E looking west towards South 7th Street.

5TH AVENUE EAST BETWEEN SOUTH 7TH STREET & SOUTH 8TH STREET			
ADDRESS	OWNER/RESIDENT	RESPONSE	Comments:
508 South 7th Street	Oskaloosa community School	Prohibit parking on South side at all times	
804 5th Avenue East	Jerry & Nancy Sparks	Prohibit parking on South side at all times	Several times a day both sides of the street completely fill up with parked cars. When this happens it leaves one small narrow lane for traffic to pass through. There are tons of kids, most under 5yrs. Old dart out btwn the parked cars into oncoming traffic.It is very dangerous for everyone involved.
602 South 7th Street	Daryl & Maria Martin	Leave on-street parking as it is	
810 5th Avenue East	Walter & Nancy Engeman	Prohibit parking on South side at all times	
812 5th Avenue East	Lorene Morgan	Prohibit parking on South side at all times	

Response Categories:

Prohibit parking on South side at all times

Leave on-street parking as it is



City Council
Communication
Meeting Date: December 16, 2013
Requested By: Public Works Dept.

Item Title:

Consider an ordinance to establish a no parking zone along the west side of North 9th Street from A Avenue East to C Avenue East - 2nd reading.

Explanation :

The Public Works Department has received a request from a resident to establish some form of parking restriction on North 9th Street from A Avenue East to C Avenue East. Currently, there is no parking restriction on either side of this section of North 9th Street. The street is 31 feet wide and the Iowa DOT does not have average daily traffic counts available for this location.

Staff observed congested parking on this section of North 9th Street, which caused narrow travel lanes and inadequate intersection approach sight distances. Since parking is currently restricted along the west side of North 9th Street to the north of C Avenue, staff recommends that a parking restriction be added to the west side of North 9th Street from A Avenue to C Avenue for consistency. In addition, this section of street has 7 driveways along the west side and 3 on the east side. Therefore, more parking is available on the east side and restricting parking on the west side will make exiting those driveways easier and safer.

The city conducted surveys on households that will be affected by a parking restriction on North 9th Street from A Avenue East to C Avenue East. Among the residents that responded to the survey (13 total), 38% (5) of property owners supported parking restriction on east side, 31% (4) of property owners supported parking restriction on west side, 8% (1) of property owners supported parking restriction on both sides, and 23% (3) of property owners did not support any form of parking restriction.

The Planning & Zoning Commission considered this item at their November 12, 2013 meeting and did not make any motion regarding this request and hence supported to continue allowing on-street parking on both sides. However, staff recommends that the City Council establish a no parking zone along the west side of North 9th Street from A Avenue East to C Avenue East.

Note: The following recommended ordinance amendment (indicated in red font) is presented below.

Oskaloosa Municipal Code section 10.48.240 “No parking zones” will be revised to add the following items:

North Ninth Street on the west side from A Avenue East to C Avenue East;

Recommended Action:

Approve the second reading of the ordinance to establish a no parking zone along the west side of North 9th Street from A Avenue East to C Avenue East.

Budget Consideration:

Cost of installing four “No Parking Signs” (\$200.00 for sign material and 3 hours labor) and cost associated with drafting revisions to Chapter 10.48 of Oskaloosa Municipal Code.

Attachments :

Ordinance, Location Map, and Survey Responses.

ORDINANCE NO. _____

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

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

SECTION 1: The purpose of this ordinance is to establish a "No Parking Zone" along the west side of North Ninth Street between A Avenue East and C Avenue East.

SECTION 2. SECTION 10.48.240 - "NO PARKING ZONE" is hereby amended by adding the following item:

- North Ninth Street on the west side from A Avenue East to C Avenue East;

SECTION 3: No motor vehicle or other means of transportation shall be placed, stopped, or parked in said "No Parking Zone".

SECTION 4: Regulatory and warning signs to advice as to the above-referenced "No Parking Zone" shall be erected and maintained.

SECTION 5: Any person, operator, or owner of said vehicle who causes the same to be placed, parked, or stopped in said "No Parking Zone" or allows the same to occur, shall be guilty of a misdemeanor and shall be punishable by a fine.

SECTION 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: _____

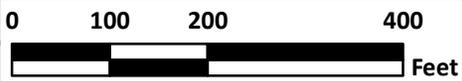
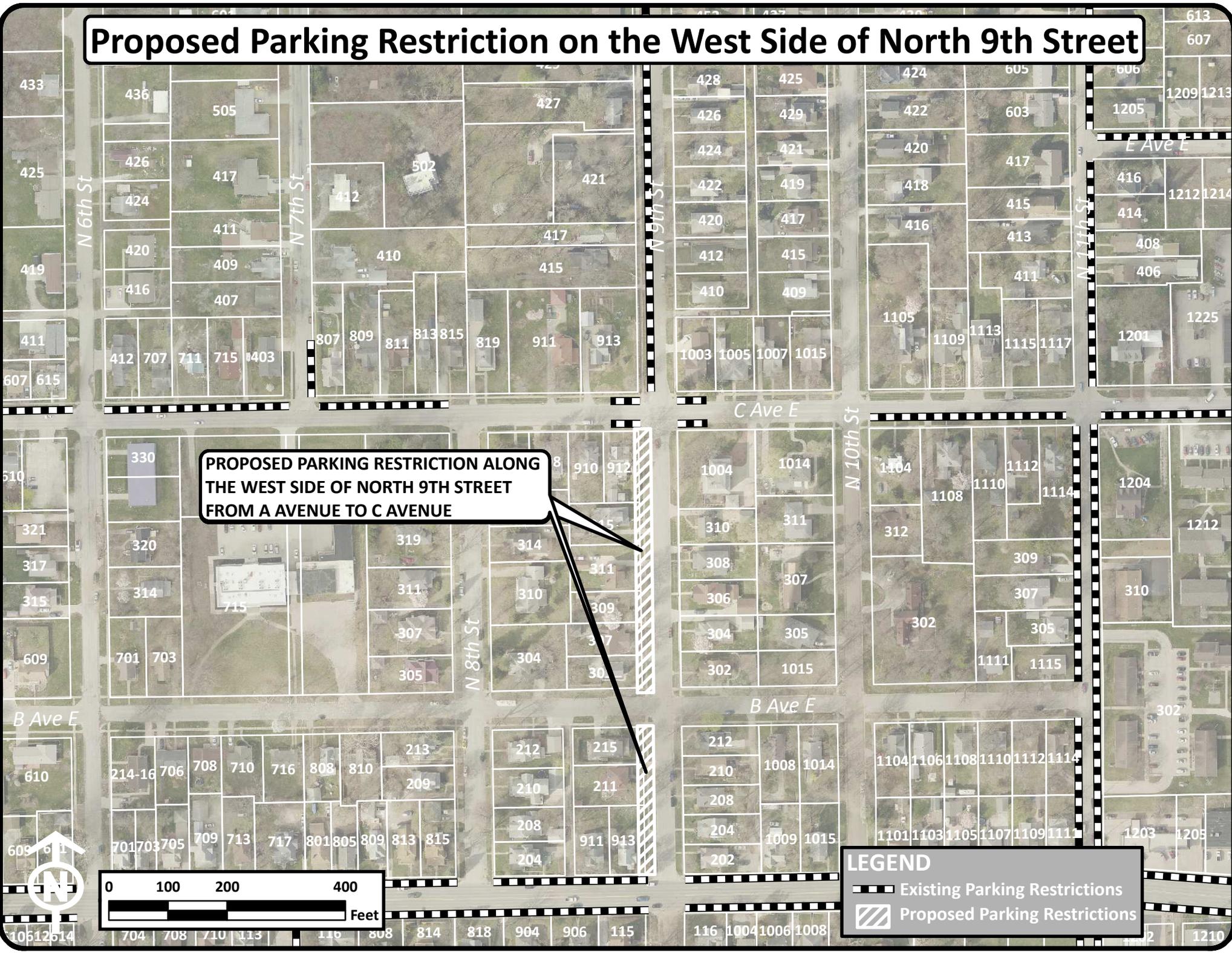
Amy Miller, City Clerk

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

Signed

Proposed Parking Restriction on the West Side of North 9th Street

PROPOSED PARKING RESTRICTION ALONG THE WEST SIDE OF NORTH 9TH STREET FROM A AVENUE TO C AVENUE



LEGEND

- Existing Parking Restrictions
- Proposed Parking Restrictions

NORTH 9TH STREET BETWEEN A AVENUE EAST & C AVENUE EAST			
ADDRESS	OWNER/RESIDENT	RESPONSE	Comments:
913 A Avenue East	Kelly & Debra Blunt	Restrict parking on east side at all times	
202 North 9th Street	Geoffrey & Julie Oscarson		
204 North 9th Street	Keitha Sharp	restrict parking on west side at all times	
208 North 9th Street	Robert Jenkins		
210 North 9th Street	Tom & Donna Mateer		
211 North 9th Street	Randal & Kathy Pleima		
212 North 9th Street	Ryan & Jamie Klyn		
215 north 9th Street	Randall & Joni Kelley	Restrict parking on west side at all times	Decided to change vote from restricting from east side to the west side
301 North 9th Street	Angela Weiland	restrict parking on west side at all times	east or west is fine as long as it's parking on just one side
302 North 9th Street	Ben and Maggie Johnston	restrict parking on east side at all times	Turning off of A Avenue onto N 9th St creates a hazard as often there are cars parked along the east side of the street.
304 North 9th Street	Denise Evans	restrict parking on west side at all times	
306 North 9th Street	Betty Ulin & Betty Moore	Leave on-street parking as it is	We like to park in front of our own house.
307 North 9th Street	Julie Bartman		
308 North 9th Street	Kevin & Kathryn Schippers	Leave on-street parking as it is	This is such a quiet street, doesn't seem to be much of a problem. There is a little increased traffic/parking due to street closures hearing. I think this will sort itself out once those projects have been completed.
309 North 9th Street	Carole Kelderman	Restrict parking on east side at all times and Restrict parking on west side at all times	Everyone on this street has adequate driveway and garage space. A number of backing into cars has happened and it creates a hazard
310 North 9th Street	Geraldine Best		
311 North 9th Street	Jeff & Maria Youngblut	Restrict parking on east side at all times	
315 North 9th Street	Sharon Bower	Restrict parking on east side at all times	Please
1004 C Avenue East	Katherine Kelderman	Restrict parking on east side at all times	It is difficult when both sides have parking so pick one side/east side restriction easier turn off onto 9th
912 C Avenue East	David Pfeifer/PC Rentals	Leave on-street parking as it is	

Response Categories:

Restrict parking on east side at all times

Restrict parking on west side at all times

Leave on-street parking as it is



City Council
Communication
Meeting Date: December 16, 2013
Requested By: Public Works Dept.

Item Title:

Consider an ordinance to establish a no parking zone along the south side of E Avenue East from North 11th Street to North 12th Street - 2nd reading.

Explanation :

The Public Works Department has received a request from Mahaska Health Partnership to restrict parking on the south side of E Avenue East from North 11th Street to North 12th Street. Currently there is a parking restriction on the north side of this section of E Avenue East. The street is 30 feet wide and the average daily traffic is approximately 900 vehicles per day. However, the daily traffic volumes are expected to increase now that the hospital addition and other construction is nearing completion. The anticipated increase in traffic volume and the 90 degree turn from E Avenue onto North 12th Street require additional road width and sight distances.

The city conducted surveys on households that will be affected by a parking restriction on E Avenue East between 11th Street and 12th Street. Among the residents that responded to the survey (5 total), 40% (2) of property owners supported a parking restriction and 60% (3) of them did not support the parking restriction.

The Planning & Zoning Commission considered this item at their November 12, 2013 meeting and recommended by a vote of 6 to 0 that the City Council approve the parking restriction as follows:

- Establish a no parking zone along the south side of E Avenue East 100 feet east of its intersection with North 11th Street,
- Establish a no parking zone along the south side of E Avenue East 100 feet west of its intersection with North 12th Street, and
- Establish a no parking zone from 8:00AM to 5:00PM on weekdays along the south side of E Avenue East between 100 feet east of 11th Street and 100 feet west of 12th Street.

Note: The following recommended ordinance amendment (indicated in red font) is presented below.

Oskaloosa Municipal Code section 10.48.240 “No parking zones” will be revised to add the following items:

- E Avenue East on the south side from North 11th Street to one hundred feet east of North 11th Street.
- E Avenue East on the south side from North 12th Street to one hundred feet west of North 12th Street.
- E Avenue East on the south side between one hundred feet east of 11th Street and one hundred feet west of 12th Street Monday through Friday from 8:00 A.M. to 5:00 P.M.

Recommended Action:

Approve the second reading of the ordinance.

Budget Consideration:

Cost of installing six “No Parking Signs” (\$250.00 for sign material and 3 hours labor) and cost associated with drafting revisions to Chapter 10.48 of Oskaloosa Municipal Code.

Attachments :

Ordinance, Location Map, and Survey Responses.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A "NO PARKING" ZONE ALONG THE SOUTH SIDE OF E AVENUE EAST BETWEEN NORTH 11TH STREET AND NORTH 12TH STREET, PROHIBITING THE PARKING OF MOTOR VEHICLES OR OTHER TYPE OF VEHICLES WITHIN SAID NO PARKING ZONE; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF.

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

SECTION 1: The purpose of this ordinance is to establish a "No Parking Zone" along the south side of E Avenue East between North 11th Street and North 12th Street.

SECTION 2. SECTION 10.48.240 - "NO PARKING ZONE" is hereby amended by adding the following items:

- E Avenue East on the south side from North 11th Street to one hundred feet east of North 11th Street.
- E Avenue East on the south side from North 12th Street to one hundred feet west of North 12th Street.
- E Avenue East on the south side between one hundred feet east of 11th Street and one hundred feet west of 12th Street Monday through Friday from 8:00 A.M. to 5:00 P.M.

SECTION 3: No motor vehicle or other means of transportation shall be placed, stopped, or parked in said "No Parking Zone".

SECTION 4: Regulatory and warning signs to advise as to the above-referenced "No Parking Zone" shall be erected and maintained.

SECTION 5: Any person, operator, or owner of said vehicle who causes the same to be placed, parked, or stopped in said "No Parking Zone" or allows the same to occur, shall be guilty of a misdemeanor and shall be punishable by a fine.

SECTION 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.

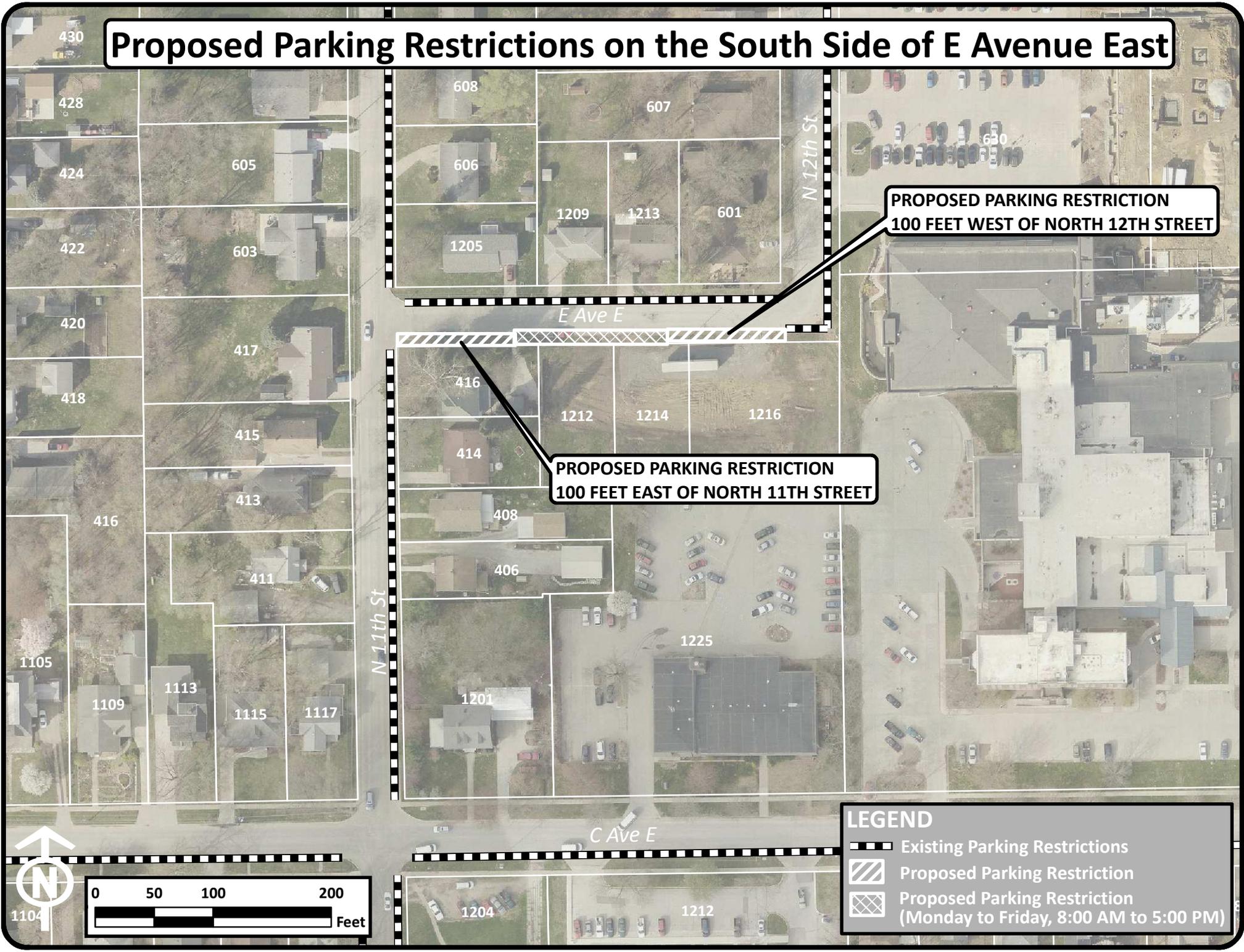
David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

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

Signed

Proposed Parking Restrictions on the South Side of E Avenue East



PROPOSED PARKING RESTRICTION
100 FEET WEST OF NORTH 12TH STREET

PROPOSED PARKING RESTRICTION
100 FEET EAST OF NORTH 11TH STREET

LEGEND

- Existing Parking Restrictions
- Proposed Parking Restriction
- Proposed Parking Restriction (Monday to Friday, 8:00 AM to 5:00 PM)

N

0 50 100 200 Feet

E AVENUE EAST BETWEEN NORTH 11TH STREET & NORTH 12TH STREET			
ADDRESS	OWNER/RESIDENT	RESPONSE	Comments:
1205 E Avenue East	Leroy & Diana Shaddock	Leave on-street parking as it is (No parking restriction on north side)	Leave as is-but restrict parking 20ft on each end to allow for better visibility when turning from N11th to E Ave E and E Ave E to N 12th. As residents on E Ave East we need additional on street parking for visitors(occasionally) daily parking should be restricted.
1209 E Avenue East	Diane McCreynolds	Leave on-street parking as it is (No parking restriction on north side)	<u>We need this extra parking</u> -Since all 3 houses only have single car driveway. You could put restriction so many fee
1213 E Avenue East	Betty, Patrick Russell & Gary Mckeag	Leave on-street parking as it is (No parking restriction on north side)	Be better if they didn't park so close to the corner of N-11th and E Avenue East
416 North 11th Street	Janice Mayer		Restrict parking 8 A.M. to 5 P.M. on South side of E Ave E N.11th St to N. 12th St (and enforce it). It is dangerous backing down my drive especially during the medical centers busy times. Cars really hurry turning onto E Ave E. from N.11th
601 North 12th Street	Joshua & Katherine Delong		
1229 C Avenue East	Mahaska Health Partnership		Attended P&Z meeting to indicate desire in parking restriction and supports recoomendation by P&Z.

Response Categories:

Restrict parking on South side at all times

Leave on-street parking as it is (No parking restriction on north side)



City Council
Communication
Meeting Date: December 16, 2013
Requested By: Public Works Dept.

Item Title:

Consider an ordinance to remove the no parking zone along the south side of 3rd Avenue East from South 7th Street to South 11th Street - 2nd reading.

Explanation :

The Public Works Department has received a request from a resident to allow parking on one side of 3rd Avenue East from South 7th Street to South 11th Street. Currently, parking is prohibited on both sides of this section of 3rd Avenue East. The street is 31 feet wide with average daily traffic of approximately 1,800 vehicles per day.

The street width is adequate for two-way traffic with parking along one side of the street. Since parking is currently restricted along the north side of 3rd Avenue to the east of South 11th Street and west of South 7th Street, staff recommends that the north side parking restriction remain enforced for consistency. Staff also recommends that the parking restriction be removed along the south side with the following stipulation: parking shall be restricted 50 feet either side of the 9th Street northbound approach to allow stopped vehicles adequate sight distance when turning onto or crossing 3rd Avenue.

The city conducted surveys on households that will be affected by a parking restriction on 3rd Avenue East from South 7th Street to South 11th Street. Among the residents that responded to the survey (16 total), 56% (9) of property owners supported on-street parking on the south side, 19% (3) of property owners supported on-street parking on the north side, and 25% (3) of them did not support any on-street parking.

The Planning & Zoning Commission considered this item at their November 12, 2013 meeting and recommended by a vote of 6 to 0 that the City Council approve the parking restriction as follows:

- Remove no parking zone along the north side of 3rd Avenue East between South 7th Street and South 11th Street,
- Establish a no parking zone along the north side of 3rd Avenue East fifty feet east and west of South 9th Street.

The Planning & Zoning Commission recommended this option because the sidewalk is located along the north side of 3rd Avenue East.

The staff recommendations for the parking restriction are as follows:

- Remove no parking zone along the south side of 3rd Avenue East between South 7th Street and South 11th Street,
- Establish a no parking zone along the south side of 3rd Avenue East fifty feet east and west of South 9th Street.

The staff recommended this option for consistency along this corridor.

Note: The following recommended ordinance amendment (indicated in red font) is presented below.

If the Staff recommendation is adopted then the Oskaloosa Municipal Code section 10.48.240 “No parking zones” will be revised to add the following items:

- Third Avenue East on **both sides the north side** from Seventh to Eleventh Streets;
- **Fifty feet east and west of South 9th Street on the south side of Third Avenue East.**

Recommended Action:

Approve the second reading of the ordinance to remove the no parking zone along the south side of 3rd Avenue East from South 7th Street to South 11th Street.

Budget Consideration:

Cost of installing four “No Parking Signs” (\$200.00 for sign material and 3 hours labor) and cost associated with drafting revisions to Chapter 10.48 of Oskaloosa Municipal Code.

Attachments :

Ordinance, Location Maps (separate maps for Planning & Zoning Commission and staff recommendations), and Survey Responses.

ORDINANCE NO. _____

AN ORDINANCE REMOVING A "NO PARKING" ZONE ALONG THE SOUTH SIDE OF 3rd AVENUE EAST BETWEEN SOUTH 7TH STREET AND SOUTH 11TH STREET; ESTABLISHING A "NO PARKING ZONE" ALONG THE SOUTH SIDE OF 3rd AVENUE EAST, FIFTY FEET EAST AND WEST OF SOUTH 9TH STREET; PROHIBITING THE PARKING OF MOTOR VEHICLES OR OTHER TYPE OF VEHICLES WITHIN SAID NO PARKING ZONE; AND PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF.

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

SECTION 1. SECTION 10.48.240 - "NO PARKING ZONE" is hereby amended by deleting the following items:

98. Third Avenue East on both sides from Seventh to Eleventh Streets;

SECTION 2. SECTION 10.48.240 - "NO PARKING ZONE" is hereby amended by adding the following items:

- Third Avenue East on the north side from Seventh to Eleventh Streets;
- Fifty feet east and west of South 9th Street on the south side of Third Avenue East.

SECTION 3: No motor vehicle or other means of transportation shall be placed, stopped, or parked in said "No Parking Zone".

SECTION 4: Regulatory and warning signs to advise as to the above-referenced "No Parking Zone" shall be erected and maintained.

SECTION 5: Any person, operator, or owner of said vehicle who causes the same to be placed, parked, or stopped in said "No Parking Zone" or allows the same to occur, shall be guilty of a misdemeanor and shall be punishable by a fine.

SECTION 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

3RD AVENUE EAST BETWEEN SOUTH 7TH STREET & SOUTH 11TH STREET			
ADDRESS	OWNER/RESIDENT	RESPONSE	Comments:
801 3rd Avenue East	Scott & Rhonda Medlin		
802 3rd Avenue East	Trey Sparks		
806 3rd Avenue East	UMC Real Estate Holdings % Merlyn Usher		
807 3rd Avenue East	Joan Felton & Lisa Sharp		
809 3rd Avenue East	Central Reformed Church		
810 3rd Avenue East	Stonecrest Investments LLC		
811 3rd Avenue East	Harold Gable & Dennis Langer		
812 3rd Avenue East	Steve & Jodi Heimstra		
816 3rd Avenue East	Diane Mathes	Remove parking prohibition on south side at all times	
818 3rd Avenue East	Tim & Kathy Besco	Remove parking prohibition on south side at all times	
902 3rd Avenue East	Charles, Stephen & Dennis Fisher		
903 3rd Avenue East	Julie Vanenglehoven	Leave on-street parking as it is (parking restriction on both sides)	
908 3rd Avenue East	Jaimie Williamson	Remove parking prohibition on south side at all times	I would also be okay with north & south side parking on rotating basis Ex: North side parking MWF South side parking Tues/Th/Sat
909 3rd Avenue East	Danny & Marsha Ferree		
914 3rd Avenue East	Patsy Hynick	Remove parking prohibition on south side at all times	It's about time
916 3rd Avenue East	Christopher and Sandra Dehaan	Leave on-street parking as it is (parking restriction on both sides)	
1004 3rd Avenue East	Jimmy Carter	Leave on-street parking as it is (parking restriction on both sides)	
1007 3rd Avenue East	Russell & Susan Andeway	Remove parking prohibition on south side at all times	We most definitely could use on-street parking in this area
1015 3rd Avenue East	Donald & Linda Russell	Remove parking prohibition on north side at all times	Either side-please-we need parking on 3rd Ave E. It might be better on the north side since there is a sidewalk there
1018 3rd Avenue East	Alvin & Cynthia VanZee	Remove parking prohibition on north side at all times	
1101 3rd Avenue East	Briana Bartlett	Remove parking prohibition on south side at all times	
1102 3rd Avenue East	Shirley, Donald & Roxanne Morrison	Remove parking prohibition on south side at all times	
1103 3rd Avenue East	Janet Peters		
1110 3rd Avenue East	Roy & Jean Edwards	Remove parking prohibition on south side at all times	Several years ago I talked to our councilman asking for at least one side parking. I was turned down due to possible building east of us on 3rd. It's difficult when we have guests and no parking
1114 3rd Avenue East	Jason Kincel		
1115 3rd Avenue East	Jordan Ramsey		
1117 3rd Avenue East	Jennifer Keller		
1119 3rd Avenue East	Todd Anderson	Leave on-street parking as it is (parking restriction on both sides)	
310 South 9th Street	Christopher and Kimberly Prendergast		
315 South 9th street	Bob & Violet Jones	Remove parking prohibition on south side at all times	
401 South 11th Street	John & Delores Ryken	Remove parking prohibition on north side at all times	

Response Categories:

Remove parking prohibition on south side at all times

Remove parking prohibition on north side at all times



City
Communication

Council

Meeting Date: December 16, 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: December 16, 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.

Attachments :

None.