



**City of Oskaloosa  
City Council Meeting Regular Session  
Council Chambers  
City Hall, 220 S. Market Street  
Oskaloosa IA, 52577  
Agenda  
January 6, 2014**

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

**1. Invocation: Pastor Elizabeth Colton, St. Paul Congregational United Church of Christ**

**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. Oaths of Office**

Who is submitting this City Manager Department item.

Documents: [OATHS OF OFFICE.DOCX](#)

**6. 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 CONTENTS.DOCX](#), [AGENDA ITEM CONSENT - BOARD AND COMMISSION MINUTES.DOCX](#)

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

1. December 16, 2013 Regular City Council Meeting Minutes
2. January 6, 2014 Agenda

Documents: [CITY COUNCIL MINUTES DECEMBER 16, 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 11, 2013 Water Board Special Meeting Minutes
2. November 12, 2013 Water Board Minutes
3. November 25, 2013 Water Board Special Meeting Minutes
4. December 2, 2013 Airport Commission Minutes
4. December 27, 2013 Planning and Zoning Commission Special Meeting Minutes

Documents: [NOVEMBER 11, 2013 SPECIAL WATER BOARD MINUTES.PDF](#), [NOVEMBER 12, 2013 WATER BOARD MINUTES.PDF](#), [NOVEMBER 25, 2013 SPECIAL WATER BOARD MEETING MINUTES.PDF](#), [AIRPORT COMMISSION MINUTES.PDF](#), [DECEMBER 27, 2013 PLANNING AND ZONING COMMISSION SPECIAL MEETING MINUTES.PDF](#)

## **C. Consider payment of claims for December 2013.**

Who is submitting this item. City Clerk- Finance Department

Documents: [CITY COMM - CLAIMS.DOCX](#), [COUNCIL CLAIMS LIST 12312013.PDF](#), [MANUAL CHECK REPORT 12262013.PDF](#), [MOST CLAIMS OVER 500 DOLLARS.PDF](#)

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

Who is submitting this item. City Clerk- Finance Department

Documents: [CITY COMM - WM PENN.DOCX](#)

## **E. Consider approval of appointment of Doug Yates as Mayor Pro Tem.**

Who is submitting this item. City Manager Department

Documents: [MAYOR PRO TEM APPOINTMENT.DOCX](#)

## **F. Consider approval of appointment of city council members to the city council committees.**

Who is submitting this item. City Manager Department

Documents: [APPOINTMENTS TO CITY COUNCIL COMMITTEES.DOCX](#)

## **G. Consider approval of appointment of Tom Walling to the Emergency 9-1-1 Board.**

Who is submitting this item. City Manager Department

Documents: [APPOINTMENT TO EMERGENCY 9-1-1 BOARD.DOCX](#)

## **H. Consider approval of appointment of Mayor David Krutzfeldt to the Oskaloosa Area Chamber & Development Group Board.**

Who is submitting this item. City Manager Department

Documents: [APPOINTMENT TO THE OACDG BOARD.DOCX](#)

**I. Consider approval of appointment of Joe Caligiuri to the Housing Trust Fund Committee.**

Who is submitting this City Manager Department item.

Documents: [APPOINTMENT TO THE HOUSING TRUST FUND COMMITTEE.DOCX](#)

**J. Consider approval of appointment of Scottie Moore to the Mahaska Community Recreation Foundation Board.**

Who is submitting this City Manager Department item.

Documents: [APPOINTMENT TO THE MCRF.DOCX](#)

**K. Consider approval of appointment of Aaron Ver Steeg to the Joint County-Mahaska Disaster Services and Emergency Planning Commission Board.**

Who is submitting this City Manager Department item.

Documents: [APPOINTMENT TO JOINT COUNTY-MAHASKA DISASTER SERVICES AND EMERGENCY PLANNING ADMINISTRATION.DOCX](#)

**L. Consider approval of appointment of Aaron Ver Steeg to the Joint Law Enforcement Center Board.**

Who is submitting this City Manager Department item.

Documents: [APPOINTMENT TO JOINT LAW ENFORCEMENT CENTER BOARD.DOCX](#)

**M. Consider approval of appointment of Aaron Ver Steeg to the Mahaska County Agency on Aging Board.**

Who is submitting this City Manager Department item.

Documents: [APPOINTMENT TO MAHASKA COUNTY AGENCY ON AGING.DOCX](#)

**N. Consider approval of appointment of Doug Yates to the Enterprise Zone Commission.**

Who is submitting this City Manager Department item.

Documents: [APPOINTMENT TO THE ENTERPRISE ZONE COMMISSION.DOCX](#)

**O. Consider a resolution scheduling a public hearing to amend the zoning ordinance of the City of Oskaloosa, Iowa by rezoning of the properties located at 111 3rd Avenue East, 115 3rd Avenue East, and 309 South 1st Street from DC, Downtown Commercial District, to R-3, Multiple Family Residential District.**

Who is submitting this Public Works Director item.

Documents: [ITEM REZONE 3RD AVENUE 2.0.DOCX](#), [111 3RD AVE E REZONE MAP.PDF](#), [R-PH REZONE - 111 3RD AVE E 115 3RD AVE E 309 SOUTH 1ST.DOC](#), [TABLE 17.08B - PERMITTED USES.PDF](#)

**P. 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 – 3rd 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](#)

**Q. ----- END OF CONSENT AGENDA -----**

**7. Announcement of Vacancies**

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

- Building Code Board of Appeals - Two vacancies to fill upon appointment to serve at the pleasure of the Mayor. This is a five member board that meets as needed. (3 males currently serve with 2 vacancies).
- Civil Service Commission - One vacancy to fill to serve a four year term that begins April 1, 2014 and ends March 31, 2018. There are three members on the commission that meets as needed. (3 males currently serve)
- Housing Trust Fund Committee – Two at-large vacancies to fill to serve three year terms that begin February 1, 2014 and end January 31, 2017. There are five at-large members on the committee that typically meets the first Thursday of the month. (2 males and 3 females currently serve at-large)
- Municipal Housing Agency - One vacancy to fill upon appointment to complete an unexpired term that ends February 28, 2015; and three vacancies to fill to serve two year terms that begin March 1, 2014 and end February 29, 2016. This is a five member agency that typically meets quarterly. (2 males and 2 females currently serve with one vacancy)
- Planning and Zoning Commission - One vacancy to fill upon appointment to complete an unexpired term that ends April 30, 2017. This is a seven member commission that typically meets the second Monday of the month as needed. (5 males and 1 female currently serve with 1 vacancy)

Documents: [AGENDA ITEM - BOARD AND COMMISSION VACANCIES.DOCX](#)

**8. Regular Agenda**

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

**A. Consider a resolution approving 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. (Public Hearing)**

Who is submitting this City Manager item.

Documents: [20140106 - HARDEES 4G SALE OF PROPERTY PUBLIC HEARING.DOCX](#), [20140106 - SALE OF CITY PROPERTY TO 4G PROPERTIES LLC.DOCX](#), [DEAL POINT SHEET - HARDEES PURCHASE AND SALES AGREEMENT 2.0.DOCX](#), [PSA - ACQUISITION PROPERTY - OSKALOOSA 12 06 13.PDF](#)

**B. Consider a resolution approving the acquisition of approximately 0.33 acres and the accompanying building located at 208 A Avenue West from 4 G Properties, LLC.**

Who is submitting this City Manager  
item.

Documents: [20140106 - ACQUISITION OF HARDEES PROPERTY.DOCX](#), [20140106 - ACQUISITION OF HARDEES PROPERTY FROM 4G PROPERTIES LLC.DOCX](#), [DEAL POINT SHEET - HARDEES PURCHASE AND SALES AGREEMENT 2.0.DOCX](#), [HARDEES AV.PDF](#), [PSA - EXISTING HARDEES SITE - 12 06 13.PDF](#)

- C. Consider a resolution endorsing an application for Area 15 Regional Planning Commission (RPA 15) Surface Transportation Program (STP) funding for improvements to Burlington Road between South 17th Street and the east city limits of Oskaloosa.**

Who is submitting this Public Works Director  
item.

Documents: [BURLINGTON ROAD AGENDA.DOCX](#), [BURLINGTON RD RESOLUTION.DOCX](#), [BURLINGTON RD STP APP PART 1.PDF](#), [BURLINGTON RD STP APP PART 2.PDF](#)

- D. Consider a resolution supporting the submittal of an Environmental Protection Agency (EPA) community-wide Brownfields Assessment Grant application.**

Who is submitting this Public Works Director  
item.

Documents: [CITY COUNCIL EXPLANATION EPA BROWNSFIELD GRANT 2.0.DOCX](#), [R-APP US EPA ASSISTANCE-VER 1.1.DOCX](#), [ASSESSMENT\\_FACTSHEET.PDF](#)

- E. 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 – 2nd 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](#)

- F. Consider an ordinance to establish a no parking zone along the south side of E Avenue East from North 11th Street to one hundred feet east of North 11th Street – 3rd reading.**

Who is submitting this Public Works Director  
item.

Documents: [1 ITEM PARKING E AVE.DOCX](#), [2 ORDINANCE REV1.1.DOCX](#), [4 SURVEY.PDF](#), [MAP.PDF](#)

**9. 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](#)

**10. 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](#)

## **11. 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: January 6, 2014

Requested By: Mayor & City Council

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

1. Invocation: Pastor Elizabeth Colton, St. Paul Congregational Church of Christ
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: January 6, 2014

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.



City Council  
Communication

Meeting Date: January 6, 2014

Requested By: City Council

**Item Title: OATHS OF OFFICE**

City Clerk Amy Miller will administer the oath of office to Mayor David Krutzfeldt and the Mayor will administer the oath of office to Aaron Ver Steeg, 1<sup>st</sup> Ward City Council Member; Doug Yates, 3<sup>rd</sup> Ward City Council Member; Scottie Moore, At-Large City Council Member; and Tom Walling, At-Large City Council Member.

**Explanation :**

At the January 6, 2014 city council meeting City Clerk Amy Miller will administer the oath of office to Mayor David Krutzfeldt, who was reelected to another two year term that ends December 31, 2015; and the Mayor will administer the oath of office to city council members Aaron Ver Steeg, 1<sup>st</sup> Ward; Doug Yates, 3<sup>rd</sup> Ward; Scottie Moore, At-Large; and Tom Walling, At-Large; who were reelected for four year terms that expire December 31, 2017.

**Budget Consideration:**

None.

**Attachments :**

None.

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

**Item A-B. Minutes and reports from city council meetings, boards and commissions :**

Staff recommends council receive and file these documents.

**Item C. Consider payment of claims for December 2013.**

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

- No complaints received.

**Item E. Consider approval of appointment of Doug Yates as Mayor Pro Tem.**

**Item F. Consider approval of appointment of city council members to city council committees.**

**Item G. Consider approval of appointment of Tom Walling to the emergency 9-1-1 Board.**

**Item H. Consider approval of appointment of Mayor David Krutzfeldt to the Oskaloosa Area Chamber & Development Group Board.**

**Item I. Consider approval of appointment of Joe Caligiuri to the Housing Trust Fund Committee.**

**Item J. Consider approval of appointment of Scottie Moore to the Mahaska Community Recreation Foundation Board.**

- Item K. Consider approval of appointment of Aaron Ver Steeg to the Joint County-Mahaska Disaster Services and Emergency Planning Administration Board.**
- Item L. Consider approval of appointment of Aaron Ver Steeg to the Joint Law Enforcement Center Board.**
- Item M. Consider approval of appointment of Aaron Ver Steeg to the Mahaska County Agency on Aging Board.**
- Item N. Consider approval of appointment of Doug Yates to the Enterprise Zone Commission.**
- Item O. Consider a resolution scheduling a public hearing to amend the zoning ordinance of the City of Oskaloosa, Iowa by rezoning of the properties located at 111 3<sup>rd</sup> Avenue East, 115 3<sup>rd</sup> Avenue East, and 309 South 1<sup>st</sup> Street from DC, Downtown Commercial District, to R-3, Multiple Family Residential District.**
- Item P. Consider an ordinance to remove the no parking zone along the south side of Third Avenue East from South 7<sup>th</sup> Street to South 11<sup>th</sup> Street - 3<sup>rd</sup> reading.**



## City Council Communication

Meeting Date: January 6, 2014

Requested By: City Manager's Office

### Item Title: C ONSENT 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 16, 2013 City Council Minutes
  - 2. January 6, 2014 Agenda
  
- B. Receive and file the following reports and communications from advisory and operating boards and commissions:
  - 1. November 11, 2013 Water Board Special Meeting Minutes
  - 2. November 12, 2013 Water Board Minutes
  - 3. November 25, 2013 Water Board Special Meeting Minutes
  - 4. December 2, 2013 Airport Commission Minutes
  - 5. December 27, 2013 Planning and Zoning Commission Special Meeting minutes

#### **Budget Consideration:**

Not applicable.

#### **Attachments :**

December 16, 2013 City Council Minutes  
November 11, 2013 Water Board Special Meeting Minutes  
November 12, 2013 Water Board Minutes  
November 25, 2013 Water Board Special Meeting Minutes  
December 2, 2013 Airport Commission Minutes  
December 27, 2013 Planning and Zoning Commission Special Meeting minutes

OSKALOOSA CITY COUNCIL  
REGULAR MEETING  
December 16, 2013

The Oskaloosa City Council met in regular session on Monday, December 16, 2013, at 6:00 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Caligiuri, Jimenez, Moore, Van Zetten, Ver Steeg, Walling and Yates.

Staci Wright, 1310 9<sup>th</sup> Avenue East (also presented a petition), Lynette Gordon, 608 G Avenue West, Julie Wyman, 1101 North Market, Steven Wanders, 1578 260<sup>th</sup> Street, Melinda Gaarder, 603 1<sup>st</sup> Avenue East, Amanda Wells, 318 North B Street, Melissa Fuller, 1509 Carbonado, Mike Gaarder, 603 1<sup>st</sup> Avenue East, Dennis Mabee, 1213 South 7<sup>th</sup>, commented on the 4 way stop at South 7<sup>th</sup> and 5<sup>th</sup> Avenue East and Jay Guild sent an email; and Linda Kelley, 1003 C Avenue East, commented on 4 way stop at South 7<sup>th</sup> and 5<sup>th</sup> Avenue East and removal of the stop signs on C Avenue East at North 9<sup>th</sup> Street; Jeff VanDerBeek, 603 North 11<sup>th</sup>, and Diana Shadduck, 1205 E Avenue East, commented on parking on E Avenue East; Carole Kelderman, 309 North 9<sup>th</sup> (also presented a petition), commented on parking on North 9<sup>th</sup> Street; and Charlie Comfort, 117 ½ 1<sup>st</sup> Avenue East, commented on the appointment of Martha Comfort to the Stephen Memorial Animal Shelter Board.

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

1. December 2, 2013 Regular City Council Meeting Minutes
2. December 16, 2013 Agenda
3. Receive and file the following reports and communications from advisory and operating boards and commissions:
  - a. November 26, 2013 Historic Preservation Commission Minutes
  - b. December 3, 2013 Enterprise Zone Commission Minutes
  - b. November 25, 2013 Library Board of Trustees Minutes
  - c. December 3, 2013 Civil Service Commission Minutes
4. 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.

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 Resolution No. 13-12-113 entitled "RESOLUTION ADOPTING SUPPLEMENT TO THE OSKALOOSA MUNICIPAL CODE OF ORDINANCES THROUGH ORDINANCE NO. 1345" and moved its approval. 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 resolution duly adopted.

It was moved by Caligiuri, seconded by Jimenez to approve Amendment No. 1 to the Professional Services Agreement with Garden and Associates, Ltd. for engineering services for the First Avenue Sidewalk Improvements Project in the amount of six thousand dollars (\$6,000). 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 Jimenez to approve the appointment of James Johnson to the Airport Commission for a six year term ending December 31, 2019. 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 Jimenez to approve the appointment of Martha Comfort to the Stephen Memorial Animal Shelter Commission for a two year term ending December 31, 2015. 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 Resolution No. 13-12-114 entitled "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" and moved its approval. 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 resolution duly adopted.

It was moved by Ver Steeg, seconded by Moore to approve the appointment of Jo Broerman and Julie Hansen to the Historic Preservation Commission for three year terms ending December 31, 2016. 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.

Russell Reiter, School Superintendent, and Carl Drost, School Board President, addressed City Council regarding parking and stop signs near Webster School.

Van Zetten introduced "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" with the

school zone speed limit of 20 mph and to be effective from 7:00 a.m. to 6:00 p.m. and moved its approval on the first reading. Ver Steeg seconded the motion. It was moved by Van Zetten, seconded by Ver Steeg to waive the rules requiring three separate readings of an ordinance. The roll was called for suspension of the rules and the vote was:

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

NAYS: Moore

Whereupon the Mayor declared said motion approved. The roll was called for final passage of the ordinance 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. 1349.

Van Zetten 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" effective 60 days after publication and moved its approval on the third reading. Ver Steeg seconded the motion. The roll was called and the vote was:

AYES: Caligiuri, Van Zetten and Ver Steeg

NAYS: Jimenez, Moore, Walling and Yates

Whereupon the Mayor declared said ordinance defeated.

Moore introduced "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 5<sup>TH</sup> AVENUE EAST BETWEEN SOUTH 7<sup>TH</sup> STREET AND SOUTH 8<sup>TH</sup> 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 second reading of the ordinance establishing a no parking zone along the west side of North 9<sup>th</sup> Street between A Avenue East and C Avenue East died for lack of a motion.

Jimenez introduced "AN ORDINANCE ESTABLISHING A "NO PARKING ZONE" ALONG THE SOUTH SIDE OF E AVENUE EAST BETWEEN NORTH 11<sup>TH</sup> STREET AND NORTH 12<sup>TH</sup> 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" with the no parking

zone only on the south side from North 11<sup>th</sup> Street to one hundred feet east of North 11<sup>th</sup> Street and moved its approval on the second 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 second reading.

Caligiuri introduced "AN ORDINANCE REMOVING A "NO PARKING" ZONE ALONG THE SOUTH SIDE OF 3<sup>RD</sup> AVENUE EAST BETWEEN SOUTH 7<sup>TH</sup> STREET AND SOUTH 11<sup>TH</sup> STREET; ESTABLISHING A "NO PARKING ZONE" ALONG THE SOUTH SIDE OF 3<sup>RD</sup> AVENUE EAST, FIFTY FEET EAST AND WEST OF SOUTH 9<sup>TH</sup> 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 second 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 second reading.

It was moved by Jimenez, seconded by Yates that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 7:46 p.m.

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David Krutzfeldt, Mayor

ATTEST:

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Amy Miller, City Clerk

**OSKALOOSA WATER BOARD  
SPECIAL MEETING  
WITH OSKALOOSA CITY COUNCIL  
11/11/13**

**Members Present:**

Joe Ryan  
Pete Settimi  
Errin Keltner

**Others Present:**

Chad Coon

The City Council members present were Tom Walling, Aaron VerSteeg, Scottie Moore, Joe Caliguiri, Jason VanZetten, Tom Jiminez, Doug Yates, and Mayor David Krutzfeldt. City Manager Mike Schrock, and City Clerk Amy Miller were also present.

Others present include, Andy Goodell, Eduardo Zamarripa, Aaron Riggs, Charlie Comfort, Ken Allsup, Sheryl Tomlinson, Crystal Breuklander, Steve Scholtus, Cindy Scholtus, Justin Scholtus, and Shaun Smith.

Motion by Joe Ryan and seconded by Errin Keltner to approve the agenda. Ayes all, motion passed.

The Mayor opened the meeting by discussing progress that had been made on the Shared Services Study that was performed by the PFM Group. Items number 1 through 8, of that study, were discussed and further action that may be necessary was also talked about. The discussion was lengthy and both the OMWD General Manager and the City Manager had a list of topics to follow up on after the meeting.

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

ATTEST

Meeting Adjourned 7:11 PM

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Pete Settimi – Chairman

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Errin Keltner – Secretary

**OSKALOOSA WATER BOARD**  
**REGULAR MEETING**  
11/12/13

**Members Present:**

Joe Ryan  
Errin Keltner  
Pete Settimi

**Others Present:**

Chad Coon  
Sheryl Tomlinson

Community members present included; Jason VanZetten, Andy Goodell, Jim Anderson, Scottie Moore, Aaron Riggs, Eduardo Zamarripa, Cindy Scholtus, Justin Scholtus.

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

Minutes of the 10/14/13 regular meeting, and 11/1/13 special meeting were read. A motion was made by Joe Ryan to approve the minutes. The motion was 2<sup>nd</sup> by Pete Settimi. The motion carried with all members voting yes.

The attached vouchers totaling \$340,773.66 were presented for approval. A motion was made by Joe Ryan to approve the vouchers for payment. The motion was 2<sup>nd</sup> by Pete Settimi. The motion carried with all members voting yes. The Balance Statements were also reviewed. Motion by Pete Settimi and second by Joe Ryan to approve balance statements. Motion carried with all members voting yes.

1. Customer Forum was next on the agenda. There were no items presented.
2. The next agenda item was Approve Pay Application #4 for Neal Van Egmond. Chad presented the claim with the appropriate receipts from Neal and verified to the Board that everything was in order, he then recommended that the Board approve Pay Application #4 as presented. Motion by Joe Ryan to approve Pay Application #4 in the amount of \$35,685.02 for Neal Van Egmond. Pete Settimi seconded the motion. Ayes all, motion passed.
3. The next agenda item was Approval of Health Insurance Premiums. Chad had presented information to the Board about OMWD's annual renewal for health insurance. The rates for OMWD had dropped by 25.48%. Jim Anderson was in attendance and able to answer questions from Board members. After the Board

was satisfied with those answers, Pete Settimi made a motion to approve the 2014 Health Insurance Premiums with Wellmark BlueCross/BlueShield. Errin Keltner seconded the motion. Ayes all, motion passed.

4. The next agenda item was Consideration and Discussion of City Council Liaison Position. Pete opened up the discussion on this topic. Joe talked about ensuring that all staff are looking for ways to increase the transparency of OMWD operations. Errin suggested the possibility of having two liaisons, and then the suggestion of having all Council members invited at different times throughout the year was also made. Pete and Joe also talked about more communication between the City and OMWD and having improved communication as well. A suggestion was made for staff to look at a plan for communications to bring to the Board and then to set parameters, and to talk with the Board about what this would look like with the City Council. There was no formal action taken by the Board of Trustees.
5. Consideration and Discussion of Compensation for General Manager was next on the agenda. The Board stated that they were in the process of looking at like positions with a similar treatment plant, population, licensing, and board/municipality make-up. They discussed wanting to go into closed session on Friday November 22, 2013 at 4:00 PM to again discuss the finer points of this issue. Motion by Pete Settimi to table the issue. Seconded by Errin Keltner. Ayes all, motion passed.
6. General Manager's Update was next on the agenda. Chad updated the Board on the progress of the new office. He also informed the Board that he was at the Planning and Zoning Commission's meeting at 4:30 that afternoon regarding the site plan for the driveway. Chad stated that the City Council was the next approval step that was necessary for the driveway. Chad then talked to the Board about the water main on Carbonado Road and the condition that it was in. He informed them that there had been 6 or 7 main breaks on that main in the last month. He then went on to talk about the fact that this main would need to be replaced and that it was working it's way to the top of the CIP list. The Board then asked Chad if he knew what plans the City had for any CIP work on that road. He stated that he would check with the City Manager again to see if there were any plans for work on that road. Chad also talked to the Board about the ability to purchase a new-in-the-box high service pump motor for a reduced price from a contractor that had worked on the 2008 Plant Rehabilitation. Chad was instructed to research what it would cost to get one of our current motors fixed, what it would cost to buy a new one, and what amount of time these options would take. Chad said that he would bring the Board that information at a later

meeting.

7. The last agenda item was Miscellaneous. Chad talked to the Board about all of the leaks that had occurred in the last month. Joe then asked Chad if he could provide a 5 year Capital Improvement Plan that would show projects, expected costs, and how those projects would be paid for.

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

ATTEST

Meeting Adjourned 5:55 PM

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Pete Settimi – Chairman

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Errin Keltner – Secretary

**OSKALOOSA WATER BOARD**  
**SPECIAL MEETING**  
11/25/13

**Members Present:**

Joe Ryan  
Errin Keltner  
Pete Settimi

**Others Present:**

Chad Coon  
Aaron Riggs  
Charlie Comfort  
Ken Allsup

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

Pete read the whole of agenda item #2 and then there was a motion by Joe Ryan to enter into closed session pursuant to Iowa Code 21.5(1)(i)(2012). Seconded by Errin Keltner. Vote tally; Pete Settimi aye, Joe Ryan aye, Errin Keltner aye. Motion passed, entered into closed session at 6:10 pm. At this point all of the others present left and just the Board members were in the room discussing the issue.

Written minutes and a tape recording were used during the closed session and will be sealed until November 25, 2014.

Motion by Pete Settimi to end the closed session. Seconded by Joe Ryan. Vote tally; Pete Settimi aye, Joe Ryan aye, Errin Keltner aye. Closed session ends at 6:40.

Chad and all of the others who were previously present were recalled to the Board room at this time, Aaron Riggs had to leave shortly before closed session ended.

Agenda item #4 was next on the agenda. Pete read a statement about the work the Board of Trustees had gone to to compare information about other management positions, and the value that is placed on this position here at OMWD. Motion by Errin Keltner to increase the salary of the general manager's position to \$81,000 per year beginning on January 1, 2014. This was seconded by Pete Settimi. Ayes all, motion passed.

Agenda item #5 was miscellaneous. Chad talked to the Board about the Request for Qualifications sheet that he had sent them in their last agenda packet. He asked the Board to review this so they could take action on it at the next meeting. The next meeting is going to be held on December 9, 2013 at 5:00. This is moved up one week to ensure Board members will be able to attend.

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

ATTEST

Meeting Adjourned 6:46 PM

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Pete Settini – Chairman

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Errin Keltner – Secretary

**MINUTES**  
**OSKALOOSA AIRPORT COMMISSION**  
**December 2, 2013**

Meeting of the Oskaloosa Airport Commission was called to order at 4:30 p.m. on Monday, November 4, 2013.

1. ROLL CALL: Roll was taken with the following present: Steve Brown, Kraig Van Hulzen, Larry Lewis, James Johnson, Kelly Wheeler, and Jerry Strunk [Midwest Aviation].
2. APPROVAL OF THE MINUTES: Moved by Kelly Wheeler and seconded by Kraig Van Hulzen to approve the minutes of the November 4, 2013 meeting and the November 8, 2013 special meeting. Motion carried.
3. FINANCIAL REPORT: Moved by Kelly Wheeler and seconded by Larry Lewis to approve the financial report. Motion carried.
4. REVIEW AND APPROVE BILLS: Moved by Kelly Wheeler and seconded by Larry Lewis to pay bills totaling \$26,846.85. Motion carried.
5. MANAGER'S REPORT: See attached.
6. OLD BUSINESS:
  - a) 2013 Drainage project: At this time, the Commission can close the project or wait until next spring to see if the grass seed germinates. The FAA will not make the final payment until the project is closed, and the grass seed is warranted by the contractor. Kraig Van Hulzen moved to close the project and direct Garden & Associates to write a completion statement. Kelly Wheeler seconded. Motion carried.
  - b) Door on maintenance hangar: The proposal from Schweis Doors may be out of date. Jerry Strunk will get an updated appraisal that will be considered at the January meeting.
  - c) FY2014 state airport funding application: James Johnson will submit the paperwork for reimbursement for the security cameras within the next two weeks.
  - d) Condition of house/drainage problem: The berm around the house is completed, and the new windows have been installed. Downspout extensions still need to be installed. Other items to be considered include new carpeting in living room, hall and bedrooms as well as new window blinds, painting the interior and refinishing the woodwork where needed. Jerry Strunk will get bids to consider at the January meeting.
  - e) Fixed Base Operator: Jerry Strunk indicated that he would consider staying beyond the one year extension of his contract and suggested extending it for five years. He would remain as long as his health allowed. The Commission will consider this at the January meeting. Options were also discussed for when Jerry leaves.
  - f) Meter on 100LL fuel pump: Jerry Strunk was able to talk to the representative from Midwest Liquid Systems, and the issue has been resolved. The bill for the service call has been forgiven, and a \$469.00 credit has been placed on our account. This is the difference between the cost of the new meter that was installed and a rebuilt meter.

- g) Improving security in the office: Options were discussed. The main concern is the computer. Jerry Strunk will look into getting a backup system installed and making it password protected.
- h) Internet service: Jerry Strunk expressed frustration with the current service. James Johnson will look into alternatives.
- i) Entrance signs: Jerry Strunk will get proposals on new signs.

7. NEW BUSINESS:

- a) Security lights: Jerry Strunk will get a proposal on improving the security lighting.
- b) January meeting date: The date of Monday, January 6th was acceptable to everyone.

8. ADJOURN: It was moved by James Johnson to adjourn at 5:54 p.m. Motion was seconded by Kraig Van Hulzen. Motion carried.

# **MWA@OOA**

**November 2013**

## **Oskaloosa Municipal Airport Monthly Report**

**Fuel Sales: 100LL (\$5.93) 1260 gal.; Jet A (\$5.29) -0- gal.  
Total fuel sales for November 2013= 1260 gal. X .05= \$63.00.  
Plus Telephone: \$15.28.  
Total owed OOA = \$78.28.**

- **Shop work has slowed some.**
- **Flight ops and fuel sales are down due to high winds, Holidays and WX.**
- **Aircraft sales are slow.**
- **House interior repairs are about finished.**
- **Berm around house has been installed.**
- **OOA Corn and bean harvests are complete.**
- **New security cameras are in place and working well.**
- **Snow plows are ready for old man winter.**

## **UP, UP AND AWAY @ OOA**

CITY OF OSKALOOSA  
MINUTES OF PLANNING & ZONING COMMISSION  
SPECIAL MEETING  
December 27, 2013

A special meeting of the Planning and Zoning (P&Z) Commission for the City of Oskaloosa was called to order at 4:32 p.m. on Friday, December 27, 2013, by Vice Chairman Charlie Comfort, at 220 South Market Street, Oskaloosa, Iowa.

COMMISSION MEMBERS PRESENT: Holden Barnhart, R. D. Keep, Charlie Comfort (by phone), and Michelle Purdum (by phone)

COMMISSION MEMBERS ABSENT: Jon Zobel and Brian Booy

CITY STAFF PRESENT: Engineer Technician, Nate Willey

Note: During this meeting, both Charlie Comfort and Michelle Purdum were in attendance via telephone conference call directly to the city council chambers.

Minutes from the November 12, 2013 Planning and Zoning meeting.

Barnhart moved, Michelle seconded to approve the minutes from the November 12, 2013 Planning and Zoning meeting. The vote was: YES - Barnhart, Comfort, Keep, and Purdum; No - none; Absent - Zobel and Booy. Abstain: None. Motion carried.

Consider to amend zoning ordinance of the City of Oskaloosa, Iowa by rezoning the properties located at 111 3<sup>rd</sup> Avenue East, 115 3<sup>rd</sup> Avenue East, and 309 South 1<sup>st</sup> Street from DC, Downtown Commercial District, to R-3, Multiple Family Residential District.

Keep was concerned about how the new zoning might affect the neighboring businesses until it was shown that only the residential parcels would be changed. Barnhart moved, Michelle seconded to approve the rezone of all three parcels. The vote was: YES - Barnhart, Comfort, Keep, and Purdum; No - none; Absent - Zobel and Booy. Abstain: None. Motion carried. In addition, Pam Chapman was present to state her case that they should not be charged the rezone fee because the city imposed the Downtown Commercial District zoning on their residential property after they had purchased it. Nate Willey stated that city staff recommends not waiving the fee due to setting a precedent for future rezone applicants. Barnhart moved, Michelle seconded to waive the rezone application fee. The vote was: YES - Barnhart and Purdum; No - Comfort and Keep; Absent - Zobel and Booy. Abstain: None. Motion did not carry. Since the vote was split, it was decided that this item would be tabled until the next Planning and Zoning Commission meeting.

Vice Chairman Comfort adjourned the meeting at 4:40 PM.

Minutes by Nate Willey



City Council  
Communication  
Meeting Date: January 6, 2014  
Requested By: City Clerk-Finance

**Item Title: CONSENT AGENDA**

Consider payment of claims for December 2013.

**Explanation :**

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

Staff recommends approval.

**Budget Consideration:**

Totals will appear on the claims lists.

**Attachments :**

Claims lists.



City of Oskaloosa, IA

## COUNCIL CLAIMS LIST

ABS Fire Equipment Sales Inc	Annual service - Parks Dept	43.75
Ahlers & Cooney P.C.	Professional services	4,204.10
Allied Gas & Chemical	LP gas	87.50
AmSan	Light bulbs	337.40
Aramark Uniform Services	Rubber mats	72.59
	Rubber mats	72.59
Arnold Motor Supply	Anti-freeze	51.68
	Gloves	75.23
	Light	19.19
	Supplies	32.76
	Supplies	13.71
	Supplies	11.78
	Filters	31.54
	Lamp	23.44
Baker Group	Maintenance agreement	2,233.00
Brown Supply Co	Storm sewer grate	282.78
Brown's Shoe Fit Company	Duty boots - De Ronde	100.00
	Duty boots - Blanchard	100.00
	Duty boots - Alexander	100.00
	Boots - Humphrey	100.00
	Yax trax	150.00
Carpenter Uniform Co	Uniforms	21.25
	Uniforms	30.10
Certified Pest Control	Pest control	30.00
	Pest control	30.00
CFI Sales, Inc	Tires - Police Dept	266.11
	Tires - Police Dept	267.54
Champion Storage and Signs	Notice of Hearing signs	54.00
	Notice of Hearing signs	12.00
Chief Supply	Police supplies	466.85
Concrete Works LLC	Replace curb and gutter	975.00
Emergency Services Marketing Corp Inc	Annual subscription fee	725.00
Fastenal Company	Shop supplies	49.26
Ferrellgas	LP Gas	81.99
Fred's Muffler Shop Inc	Hitch - Parks truck	499.95
Gall's Inc.	Uniforms	43.77
	Uniforms	131.31
Garden & Associates Inc	Professional services - Hardee's relocation	291.50
	Professional services - West Area Sanitary sewer	1,672.50
	Professional services - Hardee's relocation	1,594.86
Hach Company	Gel probe	232.00
	Ammonia cap	225.00
	Replace ammonia probe	1,106.20
	PH meter	1,440.00
Haines Auto Supply	Fuel element	9.84

	Oil/filters	52.59
	Surface head	107.96
	Cleaner	47.98
	Supplies	4.44
	Tools	333.19
	Supplies	18.73
	Oil	38.76
	Oil	91.53
	Drill bit	31.71
Heiman Inc.	SCBA facepiece supplies	225.70
Heslinga, Dixon, Moore & Hite	Legal expenses	30.00
IA Munic Workers Comp Assoc	Payment #7 - Work Comp	5,902.00
Iowa Finance Authority	Loan recapture - Knoot	9,600.00
Iowa Municipal Finance Officers Association	Annual dues - A Miller	70.00
James W. Bell Co. Inc	Brushes for roller	143.67
Jerry's Pro Collision Center	Parts for repair	84.52
Jetco Inc.	Replace RAS VFD	4,205.50
John Deere Financial	Oil	43.74
Keystone Laboratories Inc	Sludge analysis	550.00
L-3 Communications Mobile Vision, Inc	Annual service agreement	494.00
Lappin Tire	Replace tires	65.00
M. Shrago & Son Inc	Sand spreader supplies	39.15
Mahaska Co Highway Dept	Fuel	2,641.90
	Fuel	92.76
	Fuel	2,681.90
	Fuel	213.21
	Fuel	813.83
	Fuel	1,864.18
Mahaska Communication Group LLC	Telephone services	48.28
	Telephone services	62.68
	Telephone services	158.34
	Telephone services	69.69
	Telephone services	1,242.66
	Telephone services	63.68
	Telephone services	69.02
Mahaska County E911 Service	Quarterly contribution	34,300.75
Mahaska County Sheriff	Reimburse forfeiture	1,433.00
Mahaska Drug	Medications	5.60
Malcom Lumber Window & Door Center	Snow fence	24.50
	Snow fence	12.25
MidAmerican Energy	Utilities	11,407.70
	Utilities	1,794.53
	Utilities	751.45
	Utilities	1,288.84
Midwest Safety Counselors Inc	Instrument calibration - Fire Dept	133.00
Midwest Sanitation	Waste removal - City Hall	65.00
MPT Iowa Inc	Computer repair - Police	23.75
Municode	Code supplement 31	424.06
Musco Sports Lighting LLC	Uniforms	5.00
Norris Asphalt Paving Inc	Street repair - 2nd St	3,200.00
O'Halloran International	Core return	-78.00

	Returned item	-53.25
	Injector pressure regulator	644.54
Orscheln Farm & Home	Gloves	14.99
	Supplies	32.72
Oskaloosa Area Chamber &	Quarterly contribution	7,500.00
Oskaloosa Herald/Shopper	Publications	762.83
Oskaloosa Tree Service	Remove tree - South Market St	400.00
	Remove tree - 815 A Ave. E	700.00
Oskaloosa Water Dept	November fax location services	44.55
	October credit card fees	110.22
Overbergen Electric Inc	Repair light fixtures	654.99
Precise Imaging	Business cards	33.00
Quill Corporation	Office supplies	10.65
	Office supplies	81.81
Racom Corporation	Repair radio	173.00
	Radio supplies	221.44
Rohrbach Associates PC Architects	Professional services - Fire Station	10,427.50
RTL Equipment Inc.	Collar bolts	191.30
	Parts for repair	258.28
	Parts for repair	96.97
Schneider Chem-Dry	Carpet cleaning - Library	1,650.00
Schumacher Elevator Company	Scheduled maintenance	194.49
	Scheduled maintenance	138.67
Stephens Memorial Animal	City contribution	21,500.00
The Office Center Inc.	Office supplies	1.42
	Office supplies	15.62
Trans-Iowa Equipment LLC	Parts for repair	457.94
	Parts for repair	75.24
Treat America Dining	ILEA Basic training meals - Wilke	1,204.29
True Value Hardware	Supplies	12.99
	Supplies	25.68
	Supplies	19.11
	Oil	11.37
	Tools	27.27
	Snow fence	6.18
	Supplies	10.99
	Ice melt	15.98
	Batteries	19.97
	Supplies	14.38
	Clamps	27.96
	Batteries	10.99
U.S. Cellular	Telephone services	26.75
Walmart Community/GEGRB	Supplies	55.49
	Medications	8.00
	Supplies	11.94
	Medications	26.22
	Supplies	13.39
Wellington Tools Sales Inc	Tools	34.25
Windstream	Telephone services	34.39

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153,349.31



# MANUAL CHECK REPORT

Amazon	Library materials	1,814.02
Amy Miller	Reimburse travel expense	121.60
City of Pella	Regional airport expenses	10,100.33
David D. Dixon	December legal fees	2,200.00
DeLong Construction Inc	Payment #3 - West Area Sanitary Sewer	154,186.33
Delta Dental of Iowa	Dental Insurance	341.00
Edward D Jones	Savings Edward Jones	300.00
Edward D Jones	Savings Edward Jones	300.00
Fidelity Security Life Insurance Company	Vision insurance	203.16
I.U.P.A.T. District Council 81	Union dues	244.11
Iowa Concrete Paving Association	Workshop registration - Pal	175.00
Iowa Department of Revenue	Wage levy-state	81.50
Iowa Workforce Development	4th quarter unemployment contribution	1,289.55
Jonathan M/Alicia L Rowden & TruBank	First time homebuyer loan	2,535.19
Local 636, IAFF	Fire union	225.00
Madison National Life	December life insurance premiums	411.34
Mahaska Comm Recreation Foundation Inc.	December hotel/motel sales tax	29,724.45
Misty Dawne White-Reinier	December legal fees	1,800.00
Munic. Fire & Police Ret	Police & fire 411	6,028.44
Munic. Fire & Police Ret	Police & fire 411	18,356.15
Munic. Fire & Police Ret	Police & fire 411	18,395.08
Nathan Wiley	Reimburse meal expense	12.00
Norris Asphalt Paving Inc	Payment #2 - C Avenue East project	67,093.75
Oskaloosa Community Schools	December local option sales tax	87,428.06
PPME 2003 IBPAT	Police union dues	355.71
Seth W Brown & MidWestOne Bank	First time homebuyer loan	3,500.00
Shane Glandon	Reimburse boots	100.00
Sunlife Financial	December stop-loss premium	13,103.25
United Way	United Way	25.00
Visa Card Center	Library postage	184.10
		420,634.12
	December payroll	300,269.96
Alexander, Craig	Cell phone reimbursement	20.00
Boston, Troy	Cell phone reimbursement	20.00
Calzaretta, Michael	Cell phone reimbursement	20.00
McGee, John	Cell phone reimbursement	20.00
Neubert, David	Cell phone reimbursement	20.00
Pal, Akhilesh	Cell phone reimbursement	20.00
Schrock Jr, Michael	Cell phone reimbursement	20.00
Vroegh, Gary	Cell phone reimbursement	20.00
Vroegh, Grant	Cell phone reimbursement	20.00





City Council  
Communication  
Meeting Date: January 6, 2014  
Requested By: City Clerk-Finance

**Item Title: CONSENT AGENDA**

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

**Explanation :**

The application is complete and in order for approval.

Staff recommends approval.

**Budget Consideration:**

\$105.63 revenue to the General Fund

**Attachments :**

None



City Council  
Communication

Meeting Date: January 6, 2014

Requested By: Mayor & City Council

**Item Title: CONSENT AGENDA**

Consider approval of appointment of Doug Yates as Mayor Pro Tem.

**Explanation :**

Mayor David Krutzfeldt recommends the appointment of Doug Yates as Mayor Pro Tem. Doug Yates has served as Mayor Pro Tem for the past two years.

Recommended Action: Approve Mayor's appointment of a council member to serve as Mayor Pro Tem.

**Budget Consideration:**

Not applicable.

**Attachments :**

None.



City Council  
Communication

Meeting Date: January 6, 2014

Requested By: Mayor & City Council

**Item Title: CONSENT AGENDA**

Consider appointment of city council members to the city council committees.

**Explanation :**

Mayor David Krutzfeldt recommends the appointment of city council members to the city council committees as follows:

Finance Committee: Yates (Chairperson), Ver Steeg, Jimenez

**Public Safety Committee: Jimenez (Chairperson), Walling, Ver Steeg**

Planning Committee: Van Zetten (Chairperson), Moore, Caligiuri

Public Projects Committee: Caligiuri (Chairperson), Walling, Van Zetten

Recommended Action: Approve Mayor's recommendations of city council members to serve on city council committees.

**Budget Consideration:**

Not applicable.

**Attachments :**

None.



City Council  
Communication

Meeting Date: January 6, 2014

Requested By: Mayor & City Council

**Item Title: CONSENT AGENDA**

Consider approval of appointment of Tom Walling to the Emergency 9-1-1 Board.

**Explanation :**

Mayor David Krutzfeldt recommends the appointment of Tom Walling to the Emergency 9-1-1 Board for a two year term that ends December 31, 2015. Tom Walling has served on the board for the past two years.

Recommended Action: Approve appointment of Tom Walling to the Emergency 9-1-1 Board as recommended by the Mayor.

**Budget Consideration:**

Not applicable.

**Attachments :**

None.



City Council  
Communication

Meeting Date: January 6, 2014

Requested By: Mayor & City Council

**Item Title: CONSENT AGENDA**

Consider approval of appointment of Mayor David Krutzfeldt to the Oskaloosa Area Chamber & Development Group Board.

**Explanation :**

Mayor David Krutzfeldt would like to serve on the Oskaloosa Area Chamber & Development Group Board. Aaron Ver Steeg has served on the board for the past two years.

Recommended Action: Approve the appointment of Mayor David Krutzfeldt to the Oskaloosa Area Chamber & Development Group Board.

**Budget Consideration:**

Not applicable.

**Attachments :**

None.



City Council  
Communication

Meeting Date: January 6, 2014

Requested By: Mayor & City Council

**Item Title: CONSENT AGENDA**

Consider approval of appointment of Joe Caligiuri to the Housing Trust Fund Committee

**Explanation :**

Mayor David Krutzfeldt recommends the appointment of Joe Caligiuri to the Housing Trust Fund Committee. Joe Caligiuri has served on the committee for the past two years.

Recommended Action: Approve appointment of Joe Caligiuri to the Housing Trust Fund Committee as recommended by the Mayor.

**Budget Consideration:**

Not applicable.

**Attachments :**

None.



City Council  
Communication

Meeting Date: January 6, 2014

Requested By: Mayor & City Council

**Item Title: CONSENT AGENDA**

Consider approval of appointment of Scottie Moore to the Mahaska Community Recreation Foundation Board.

**Explanation :**

Mayor David Krutzfeldt recommends the appointment of Scottie Moore to the Mahaska Community Recreation Foundation Board. Scottie Moore has served on the board since being appointed on January 4, 2010.

Recommended Action: Approve appointment of Scottie Moore to the Mahaska Community Recreation Foundation Board as recommended by the Mayor.

**Budget Consideration:**

Not applicable.

**Attachments :**

None.



City Council  
Communication

Meeting Date: January 6, 2014

Requested By: Mayor & City Council

**Item Title: CONSENT AGENDA**

Consider approval of appointment of Aaron Ver Steeg to the Joint County-Mahaska Disaster Services and Emergency Planning Administration Board.

**Explanation :**

Mayor David Krutzfeldt recommends the appointment of Aaron Ver Steeg to the Joint County-Mahaska Disaster Services and Emergency Planning Administration Board. Aaron Ver Steeg has served on the board since being appointed on January 4, 2010.

Recommended Action: Approve appointment of Aaron Ver Steeg to the Joint County-Mahaska Disaster Services and Emergency Planning Administration Board as recommended by the Mayor.

**Budget Consideration:**

Not applicable.

**Attachments :**

None.



City Council  
Communication

Meeting Date: January 6, 2014

Requested By: Mayor & City Council

**Item Title: CONSENT AGENDA**

Consider approval of appointment of Aaron Ver Steeg to the Joint Law Enforcement Center Board.

**Explanation :**

Mayor David Krutzfeldt recommends the appointment of Aaron Ver Steeg to the Joint Law Enforcement Center Board. Aaron Ver Steeg has served on the board for the past two years.

Recommended Action: Approve appointment of Aaron Ver Steeg to the Joint Law Enforcement Center Board as recommended by the Mayor.

**Budget Consideration:**

Not applicable.

**Attachments :**

None.



City Council  
Communication

Meeting Date: January 6, 2014

Requested By: Mayor & City Council

**Item Title: CONSENT AGENDA**

Consider approval of appointment of Aaron Ver Steeg to the Mahaska County Agency on Aging Board.

**Explanation :**

Mayor David Krutzfeldt recommends the appointment of Aaron Ver Steeg to the Mahaska County Agency on Aging Board. Aaron Ver Steeg has served on the board since being appointed on June 7, 2010.

Recommended Action: Approve appointment of Aaron Ver Steeg to the Mahaska County Agency on Aging Board as recommended by the Mayor.

**Budget Consideration:**

Not applicable.

**Attachments :**

None.



City Council  
Communication

Meeting Date: January 6, 2014

Requested By: Mayor & City Council

**Item Title: CONSENT AGENDA**

Consider appointment of Doug Yates to the Enterprise Zone Commission.

**Explanation :**

Mayor David Krutzfeldt recommends the appointment of Doug Yates to the Enterprise Zone Commission. Doug Yates has served on the commission since his appointment on February 6, 2012.

Recommended Action: Approve appointment of Doug Yates to the Enterprise Zone Commission as recommended by the Mayor.

**Budget Consideration:**

Not applicable.

**Attachments :**

None.



City Council  
Communication  
Meeting Date: January 6, 2014  
Requested By: Public Works Dept.

**Item Title: Consent Agenda**

Consider a resolution scheduling a public hearing to amend the zoning ordinance of the City of Oskaloosa, Iowa by rezoning of the properties located at 111 3rd Avenue East, 115 3rd Avenue East, and 309 South 1st Street from DC, Downtown Commercial District, to R-3, Multiple Family Residential District.

**Explanation :**

Allen and Pam Chapman, owners of 111 3<sup>rd</sup> Avenue East, have submitted a rezoning request for their property. City Staff followed up this request by initiating the rezoning of the neighboring properties of 115 3rd Avenue East and 309 South 1st Street to avoid spot zoning. The three parcels in consideration total 0.33 acres in area and are presently zoned as Downtown Commercial (DC) District. The existing single family residential uses on these properties are nonconforming uses which are grandfathered due to the structures being in place prior to the adoption of the City's zoning code.

Because these structures are non-conforming grandfathered uses, in the event the property owners desire certain structural alterations, extensions, or enlargements they would not be allowed to occur. If destruction to an extent of 60 % or more occurs on any of these properties, the rebuilding of a single family home would not be allowed because that use is non-conforming with the DC zoning district.

The proposal under consideration is to rezone the above mentioned properties from Downtown Commercial (DC) District to Multiple Family Residential (R-3) District. Although the proposed zoning, R-3 District, is not consistent with the future land uses from the Comprehensive Plan for the City of Oskaloosa, this proposed rezone will bring these properties into zoning compliance for the uses that exist today (single family homes).

The Planning & Zoning Commission considered this item at their December 27, 2013 meeting and recommended by a vote of 4 to 0 that city council approve the request to rezone the above mentioned parcels to R-3 District. The Planning & Zoning Commission was evenly split (by a vote of 2 to 2) on the applicant's request for a refund of \$250.00 for the rezone permit fee.

Note: Listed below are definitions and permitted use types by zoning districts as

per Oskaloosa Municipal Code.

**Multiple-family residential (R-3) District [Municipal Code Table 17.08A]**  
 This district is intended to provide locations primarily for multiple-family housing, with supporting and appropriate community facilities. It also permits some nonresidential uses such as offices through a special permit procedure to permit a mixing of uses that have relatively similar operating and development effects.

**Downtown commercial (DC) District [Municipal Code Table 17.08A]**  
 This district is intended to provide appropriate development regulations for downtown Oskaloosa. Mixed uses are encouraged within the DC district. The grouping of uses is designed to strengthen the town center's role as a center for trade, service, and civic life.

**Single-Family Residential. [Municipal Code § 17.06.040]**  
 The use of a site for one dwelling unit, occupied by one family. Mobile home units are not a single-family use type.

Use Types	A G	RR	R- 1	R- 2	R- 3	R- 4	UC	L C	C C	D C	G C	H C	B P	L I	G I
<b>Residential Uses</b>															
Single-family Detached	P	P, L(1) )	P, L(1) )	P, L(1) )	P, L(1) )	P	P, L(1) )	C							
Single-family Attached	C	C	C	P	P	P	P	C							

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

**Recommended Action:**  
 Consider the Planning and Zoning Commission's recommendation; approve the resolution scheduling a public hearing for January 21, 2014.

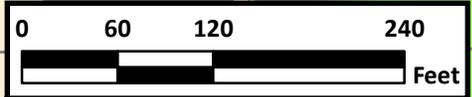
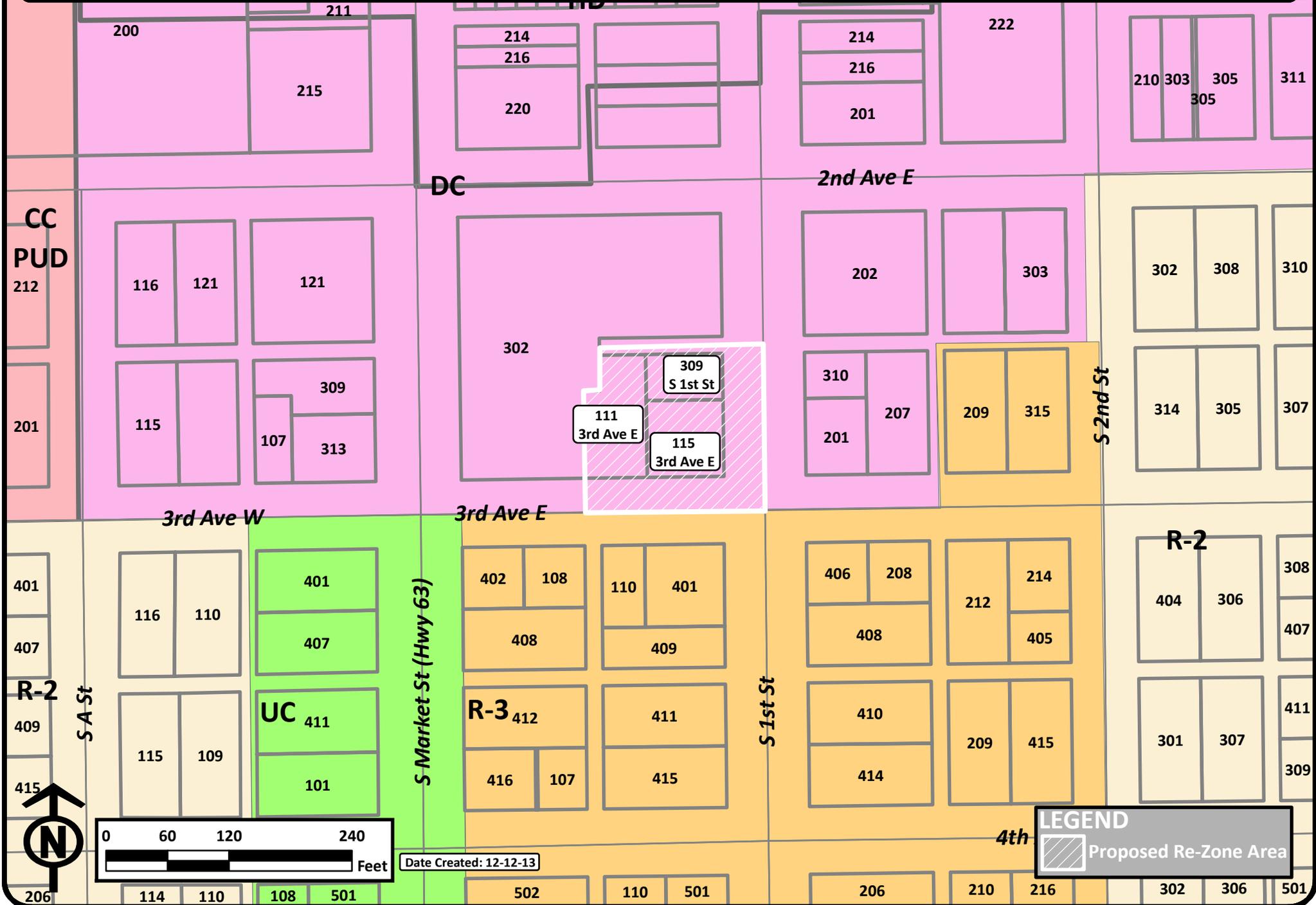
**Budget Consideration:**

Revenue of \$250.00 for the rezoning application fee.

**Attachments :**

Resolution, Location Map, Table 17.08 - Permitted Uses, and Rezone Application.

# Proposed Re-Zone of 111 3rd Avenue East, 115 3rd Avenue East, and 309 South 1st Street from DC (Downtown Commercial) to R-3 (Multiple Family Residential)



Date Created: 12-12-13

**LEGEND**

 Proposed Re-Zone Area

RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO AMEND THE ZONING ORDINANCE OF THE CITY OF OSKALOOSA, IOWA BY CHANGING THE ZONING OF CERTAIN PROPERTIES LOCATED AT 111 3<sup>RD</sup> AVENUE EAST, 115 3<sup>RD</sup> AVENUE EAST AND 309 SOUTH 1<sup>ST</sup> STREET FROM DC, DOWNTOWN COMMERCIAL DISTRICT TO R-3, MULTIPLE FAMILY RESIDENTIAL DISTRICT.

WHEREAS, the City of Oskaloosa has deemed it advisable to consider changing the zoning on certain properties located at 111 3<sup>rd</sup> Avenue East, 115 3<sup>rd</sup> Avenue East and 309 South 1<sup>st</sup> Street from DC, Downtown Commercial District to R-3, Multiple Family Residential District, legally described as follows:

Lot 7 & 8 of Block 35 and the South 88 feet of the 16.5 foot wide north-south vacated alley adjacent to Lot 7 of Block 35 of the Original Plat of the City of Oskaloosa, Iowa

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa that a public hearing shall be conducted on Tuesday, January 21, 2014 at 6:00 p.m. in the City Council Chambers, City Hall, Oskaloosa, Iowa at which time persons may appear and speak for or against the zoning changes as legally described in the preamble hereof.

PASSED AND APPROVED this \_\_\_\_\_ day of January, 2014.

\_\_\_\_\_  
David Krutzfeldt, Mayor

ATTEST: \_\_\_\_\_  
Amy Miller, City Clerk

Table 17.08b  
Permitted Uses by Zoning Districts

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

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

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

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

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

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

Table 17.08B

Permitted Uses by Zoning Districts (Continued)

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

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

Table 17.08B

Permitted Uses by Zoning Districts (Continued)

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

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



City Council  
Communication  
Meeting Date: January 6, 2014  
Requested By: Public Works Dept.

**Item Title: Consent Agenda**

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

**Explanation :**

The Public Works Department has received a request from a resident to allow parking on one side of 3<sup>rd</sup> Avenue East from South 7<sup>th</sup> Street to South 11<sup>th</sup> Street. Currently, parking is prohibited on both sides of this section of 3<sup>rd</sup> 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 3<sup>rd</sup> Avenue to the east of South 11<sup>th</sup> Street and west of South 7<sup>th</sup> 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 9<sup>th</sup> Street northbound approach to allow stopped vehicles adequate sight distance when turning onto or crossing 3<sup>rd</sup> Avenue.

The city conducted surveys on households that will be affected by a parking restriction on 3<sup>rd</sup> Avenue East from South 7<sup>th</sup> Street to South 11<sup>th</sup> 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 3<sup>rd</sup> Avenue East between South 7<sup>th</sup> Street and South 11<sup>th</sup> Street,
- Establish a no parking zone along the north side of 3<sup>rd</sup> Avenue East fifty feet east and west of South 9<sup>th</sup> Street.

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

The staff recommendations for the parking restriction are as follows:

- Remove no parking zone along the south side of 3<sup>rd</sup> Avenue East between South 7<sup>th</sup> Street and South 11<sup>th</sup> Street,
- Establish a no parking zone along the south side of 3<sup>rd</sup> Avenue East fifty feet east and west of South 9<sup>th</sup> 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 third reading of the ordinance to remove the no parking zone along the south side of 3<sup>rd</sup> Avenue East from South 7<sup>th</sup> Street to South 11<sup>th</sup> 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 3<sup>rd</sup> AVENUE EAST BETWEEN SOUTH 7<sup>TH</sup> STREET AND SOUTH 11<sup>TH</sup> STREET; ESTABLISHING A "NO PARKING ZONE" ALONG THE SOUTH SIDE OF 3<sup>rd</sup> AVENUE EAST, FIFTY FEET EAST AND WEST OF SOUTH 9<sup>TH</sup> 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: \_\_\_\_\_

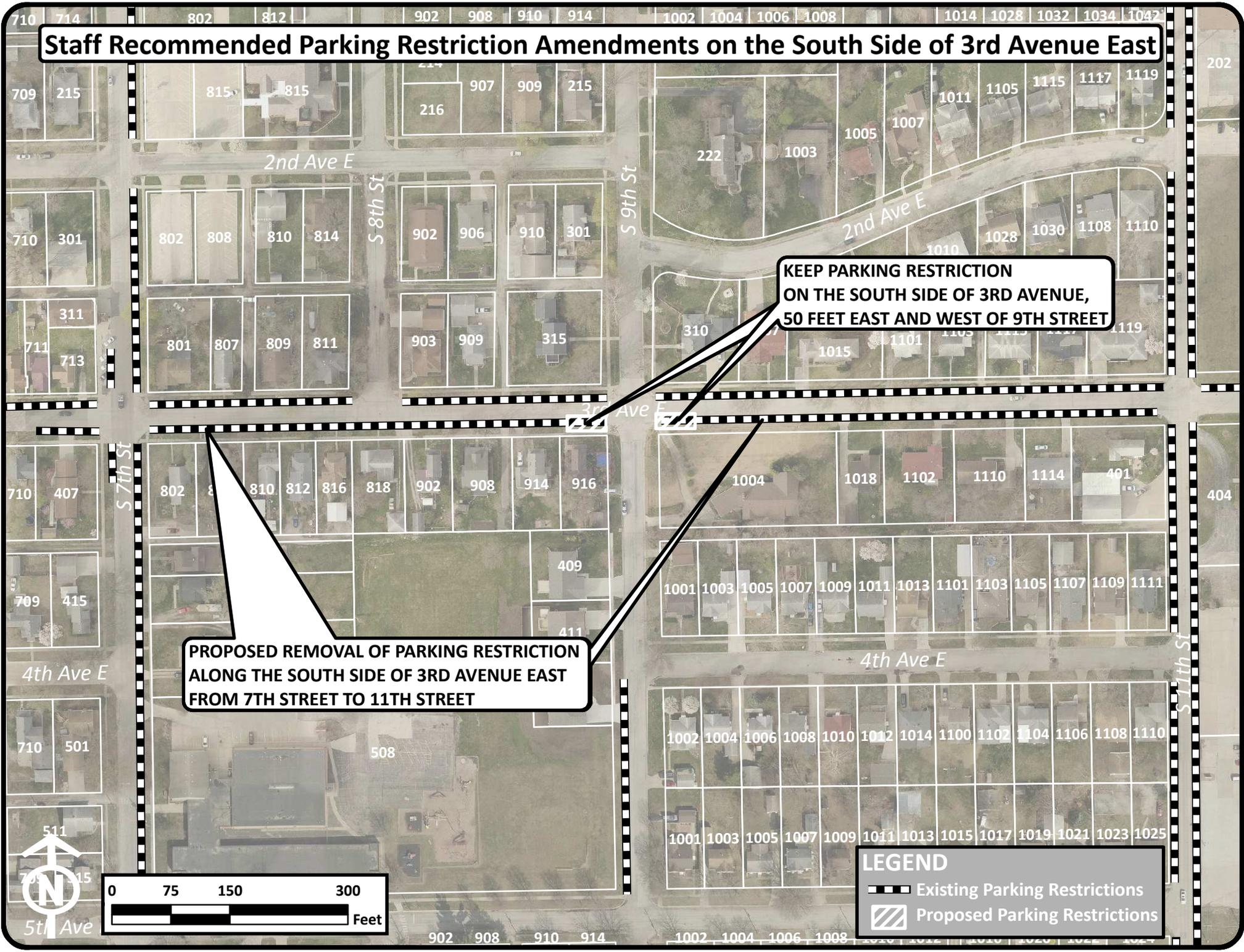
Amy Miller, City Clerk

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

Signed

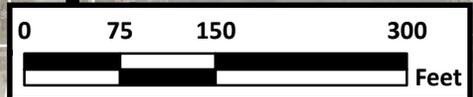
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# Staff Recommended Parking Restriction Amendments on the South Side of 3rd Avenue East



**KEEP PARKING RESTRICTION ON THE SOUTH SIDE OF 3RD AVENUE, 50 FEET EAST AND WEST OF 9TH STREET**

**PROPOSED REMOVAL OF PARKING RESTRICTION ALONG THE SOUTH SIDE OF 3RD AVENUE EAST FROM 7TH STREET TO 11TH STREET**



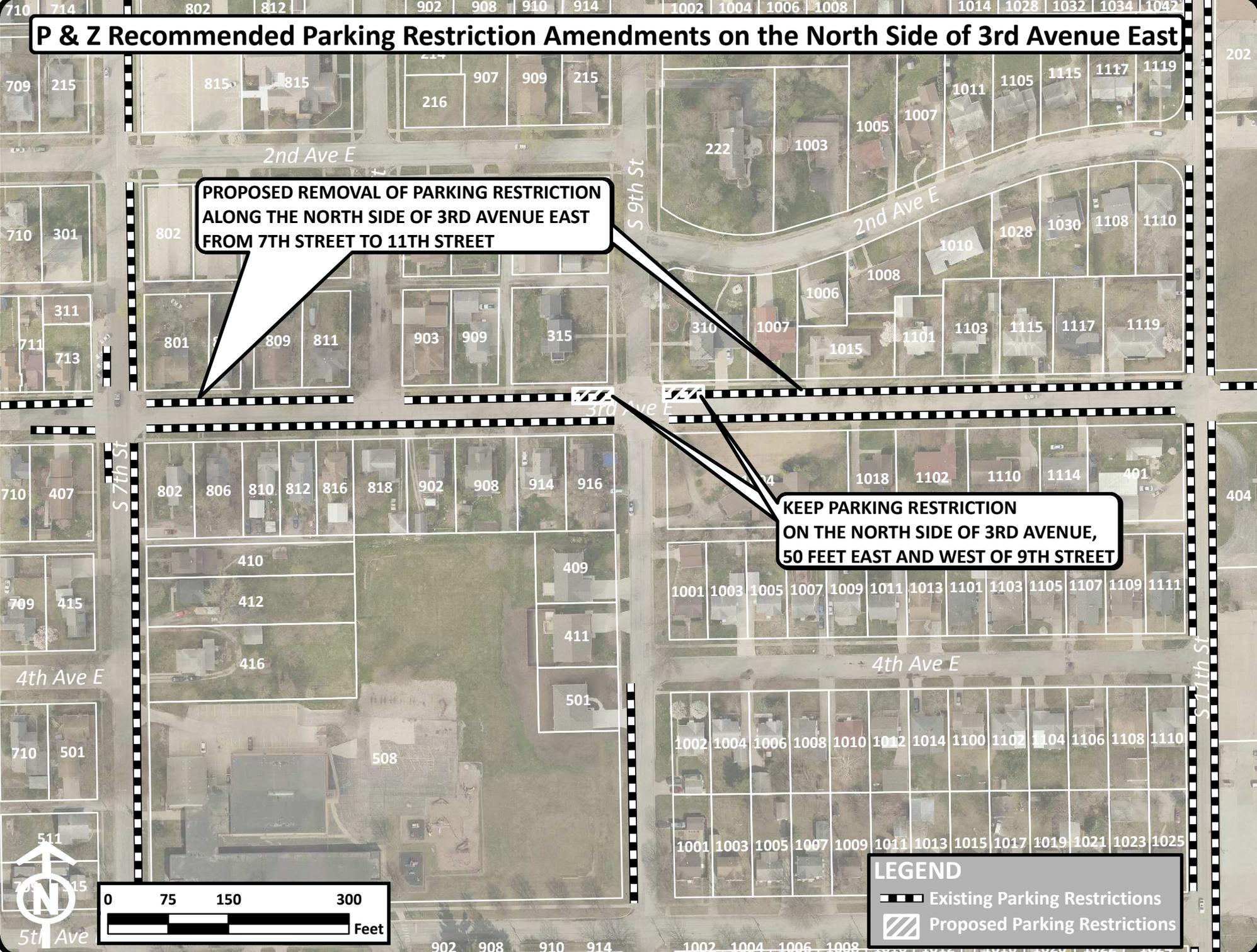
**LEGEND**

-  Existing Parking Restrictions
-  Proposed Parking Restrictions

# P & Z Recommended Parking Restriction Amendments on the North Side of 3rd Avenue East

**PROPOSED REMOVAL OF PARKING RESTRICTION  
ALONG THE NORTH SIDE OF 3RD AVENUE EAST  
FROM 7TH STREET TO 11TH STREET**

**KEEP PARKING RESTRICTION  
ON THE NORTH SIDE OF 3RD AVENUE,  
50 FEET EAST AND WEST OF 9TH STREET**



**LEGEND**

- Existing Parking Restrictions
- Proposed Parking Restrictions

0 75 150 300 Feet

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 Council Communication

Meeting Date: January 6, 2014

Requested By: Mayor & City Council

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

- a) Building Code Board of Appeals - Two vacancies to fill upon appointment to serve at the pleasure of the Mayor. This is a five member board that meets as needed. (3 males currently serve with 2 vacancies)
- b) Civil Service Commission - One vacancy to fill to serve a four year term that begins April 1, 2014 and ends March 31, 2018. This is a three member commission that meets as needed. (3 males currently serve)
- c) Housing Trust Fund Committee - Two at-large vacancies to fill to serve three year terms that begin February 1, 2014 and end January 31, 2017. There are five at-large members on the committee that typically meets the first Thursday of the month. (2 males and 3 females currently serve at-large)
- d) Municipal Housing Agency - One vacancy to fill upon appointment to complete an unexpired term that ends February 28, 2015; and three vacancies to fill to serve two year terms that begin March 1, 2014 and end February 29, 2016. This is a five member agency that typically meets quarterly. (2 males and 2 females currently serve with 1 vacancy)
- e) Planning and Zoning Commission - One vacancy to fill upon appointment to complete an unexpired term that ends April 30, 2017. This is a seven member commission that typically meets the second Monday of the month as needed. (5 males and 1 female currently serve with 1 vacancy)



City Council  
Communication  
Meeting Date: January 6, 2014  
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: January 6, 2014  
Requested By: City Manager's Office

**Item Title: Public Hearings**

Consider a resolution approving 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. **(Public Hearing )**

**Explanation :**

The city has been working with 4 G Properties, LLC on two agreements that will facilitate the sale of approximately 0.72 acres of city-owned property presently used as parking at the Penn Central Mall; and the purchase of approximately 0.33 acres and building presently operated as Hardee's on A Avenue West. This transaction will result in the demolition of the existing Hardee's restaurant on A Avenue and reconstruction of a new Hardee's building on what is presently city-owned parking lot space between the KFC and the urban park. A summary document outlining the deal points associated with the Agreements is attached.

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 Hardee's building). The costs associated with the demolition and redevelopment of the existing Hardee's 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

**RESOLUTION NO.**

**RESOLUTION APPROVING THE SALE OF CITY-OWNED PROPERTY  
GENERALLY LOCATED AT THE SOUTHEAST CORNER OF A AVENUE WEST  
AND NORTH C STREET , OSKALOOSA, IOWA TO 4G PROPERTIES, LLC**

**WHEREAS** , the City Council of the city of Oskaloosa wishes to consider the sale of real property generally located at the southeast corner of A Avenue West and North C Street for the purpose of economic development and urban redevelopment near the city's Downtown Commercial District; and

**WHEREAS** , the city of Oskaloosa is the holder of certain real property and described as approximately 0.72 acres located at the southeast corner of A Avenue West and North C Street, in the city of Oskaloosa, Mahaska County, Iowa, which is legally described as 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  $00^{\circ}06'45''$  West 5.65 feet along the East line of said Lot 1 to the point of beginning; thence continuing South  $00^{\circ}06'45''$  West 135.00 feet along the East line of said Block 9; thence North  $89^{\circ}59'30''$  East 232.00 feet; thence North  $00^{\circ}06'45''$  East 135.00 feet to a point 5.65 feet South of the North line of said Block 10; thence South  $89^{\circ}59'30''$  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** , the city of Oskaloosa and 4G Properties, LLC have mutually agreed upon terms that will facilitate the sale of city-owned property with the intent that 4G Properties, LLC will redevelop the parcel into a new Hardee's restaurant and the city will acquire the existing Hardees's restaurant building for the purpose of demolition and redevelopment through Agreements entitled Purchase and Sale Agreement - Hardee's Restaurant Property and Purchase and Sale Agreement For Commercial Vacant Land.

**NOW, THEREFORE, BE IT RESOLVED** , by the City Council of the city of Oskaloosa, Iowa, that the sale of property from the city to 4G Properties, LLC via the Purchase and Sale Agreement For Commercial Vacant Land is hereby approved.

**BE IT FURTHER RESOLVED** , that the Mayor, City Manager, City Attorney and City Clerk are hereby authorized to execute, sign and record all documents associated with facilitating the transaction within the direction and intent granted by the Oskaloosa

City Council.

**PASSED AND APPROVED** the 6<sup>th</sup> day of January, 2014.

---

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 0.33 acres known as "Hardee's"
  - City's property sold to 4G at \$275,000, city purchases 4G property for \$195,000
  - City 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, Hardee's 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 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 their support

## 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 A

## PLAT OF SURVEY AND LEGAL DESCRIPTION OF VACANT LAND



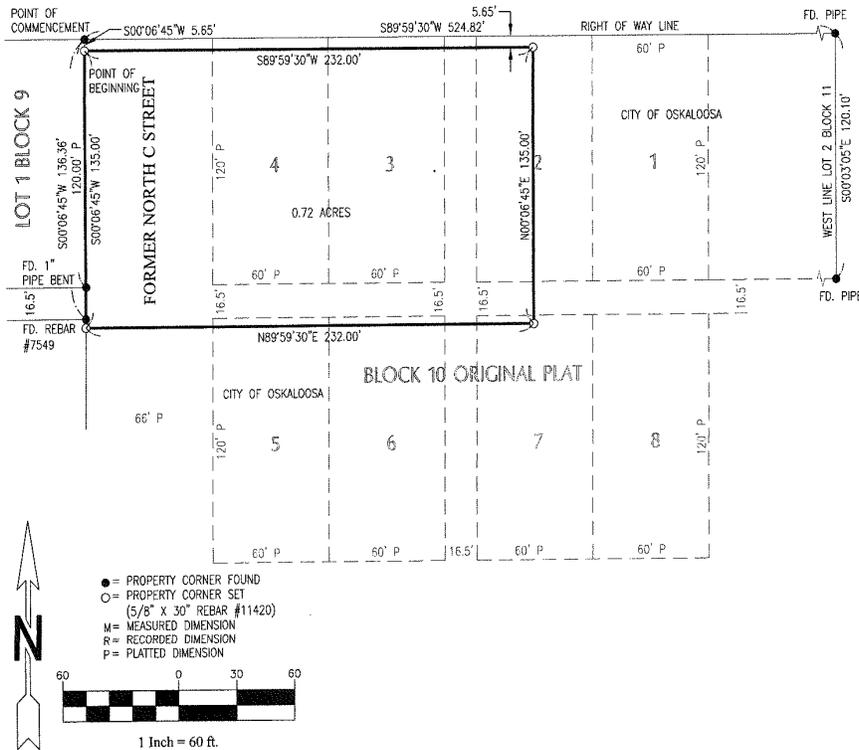
**GARDEN & ASSOC.**

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

### PLAT OF SURVEY

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.

### A AVENUE WEST / IOWA HIGHWAY #92



SURVEYED NOV. 2013 AT THE REQUEST OF THE CITY OF OSKALOOSA, PROPRIETOR

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

*Gary Wayne Keith* 14 Nov 2013  
 Gary Wayne Keith, P.L.S. Date

License number: 11420  
 My license renewal date is December 31, 2014  
 Pages or sheets covered by this seal: 1 of 1

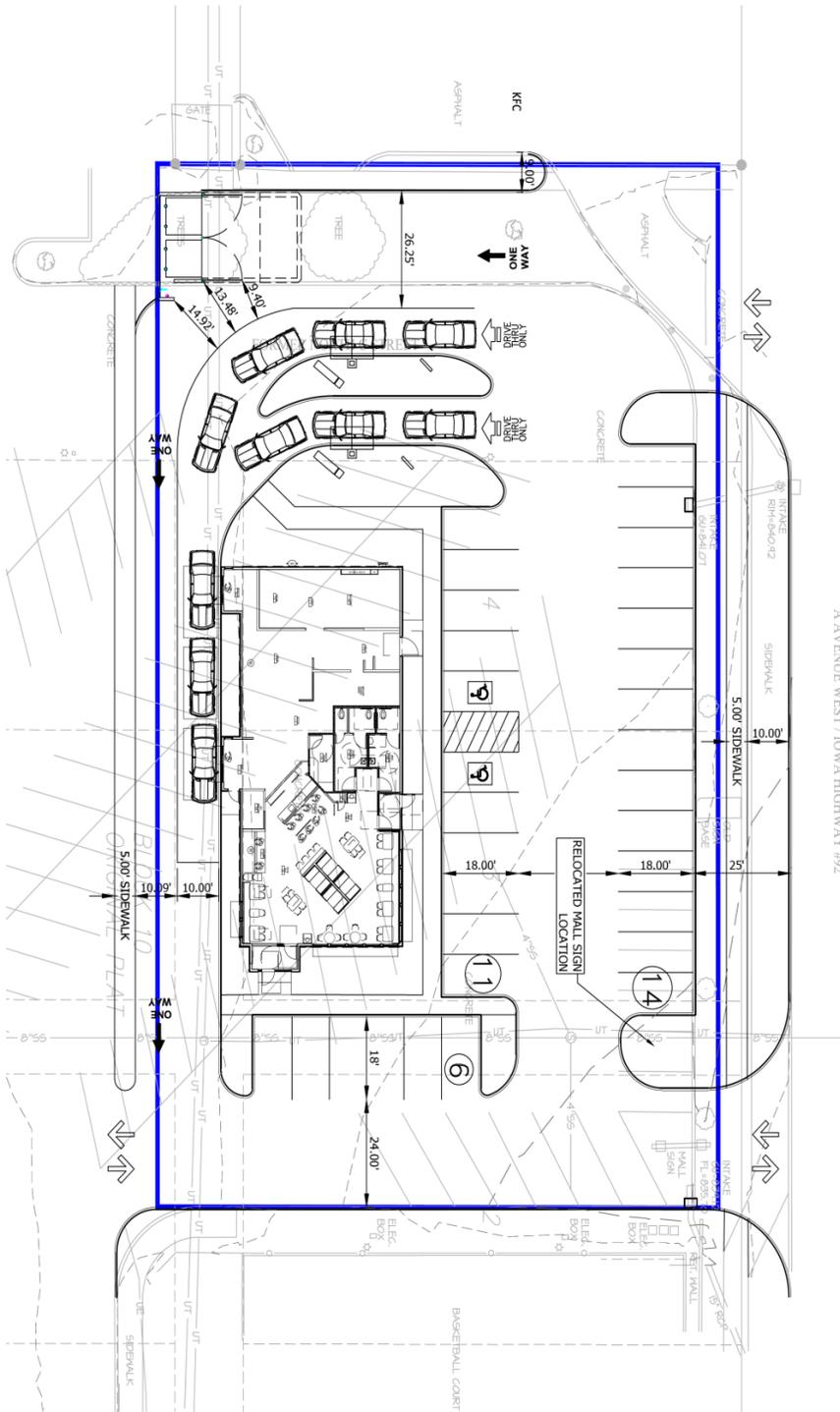


**PART OF BLOCK 10  
ORIGINAL PLAT  
CITY OF OSKALOOSA, IOWA**

DATE: 11/13	DRN. TRH	APP. <i>[Signature]</i>
FLD.BK. 69-8U	PROJ.NO. 6013259	

**EXHIBIT "B"**

**NEW HARDEE'S SITE PLAN**





City Council  
Communication  
Meeting Date: January 6, 2014  
Requested By: City Manager's Office

**Item Title:**

Consider a resolution approving the acquisition of approximately 0.33 acres and the accompanying building located at 208 A Avenue West from 4 G Properties, LLC.

**Explanation :**

The city has been working with 4 G Properties, LLC on two agreements that will facilitate the sale of approximately 0.72 acres of city-owned property presently used as parking at the Penn Central Mall; and the purchase of approximately 0.33 acres and building presently operated as Hardee's on A Avenue West. This transaction will result in the demolition of the existing Hardee's restaurant on A Avenue and reconstruction of a new Hardee's building on what is presently city-owned parking lot space, between the KFC and the urban park. A summary document outlining the deal points associated with the Agreements is attached.

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 Hardee's building). The costs associated with the demolition and redevelopment of the existing Hardee's 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, 208 A Avenue West Assessed Value Sheet, Purchase and Sale Agreement - Hardee's Restaurant Property

**RESOLUTION NO.**

**RESOLUTION APPROVING THE ACQUISITION OF PROPERTY FROM 4 G PROPERTIES, LLC LOCATED AT 208 A AVENUE WEST, OSKALOOSA, IOWA**

**WHEREAS**, the City Council of the city of Oskaloosa wishes to consider the acquisition of real property located at 208 A Avenue West for the purpose of economic development and urban redevelopment near the city's Downtown Commercial District; and

**WHEREAS**, 4G Properties, LLC 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; and

**WHEREAS**, the city of Oskaloosa and 4G Properties, LLC have mutually agreed upon terms that will facilitate the acquisition of the existing Hardee's restaurant with the intent of 4G Properties, LLC redeveloping a new Hardee's building at a certain location presently operating as city-owned parking lots serving Penn Central Mall through Agreements entitled Purchase and Sale Agreement - Hardee's Restaurant Property and Purchase and Sale Agreement For Commercial Vacant Land.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the city of Oskaloosa, Iowa, that the acquisition of property from 4G Properties, LLC via the Purchase and Sale Agreement - Hardee's Restaurant Property is hereby approved.

**BE IT FURTHER RESOLVED**, that the Mayor, City Manager, City Attorney and City Clerk are hereby authorized to execute, sign and record all documents associated with facilitating the transaction within the direction and intent granted by the Oskaloosa City Council.

**PASSED AND APPROVED** the 6<sup>th</sup> day of January, 2014.

**[SIGNATURES TO FOLLOW]**

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David Krutzfeldt, Mayor

ATTEST:

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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 0.33 acres known as "Hardee's"
  - City's property sold to 4G at \$275,000, city purchases 4G property for \$195,000
  - City 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, Hardee's 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 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 their support

**Summary**

Parcel ID 1013453005  
 Office Map 924  
 Property Address 208 A Ave West  
 Oskaloosa  
 Sec/Twp/Rng 13-75-16  
 Brief Legal Description LOT 1 & 2 BLK 11 O P  
 (Note: Not to be used on legal documents)  
 Document(s) REC: 2007-2829 (7/19/2007)  
 REC: 277-204  
 Gross Acres 0.00  
 Exempt Acres N/A  
 Net Acres 0.00  
 CSR N/A  
 Class C - Commercial  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
 Tax District OSKALOOSA  
 School District OSKALOOSA SCH



[Click to Enlarge](#)

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

**Owner**

Primary Owner (Deed Holder) 4g Properties LLC 10703 Barkley Overland, KS 66211-	Secondary Owner	Mailing Address
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**Land**

Lot Dimensions Regular Lot: 120.00 x 120.00  
 Lot Area 0.33 Acres; 14,400 SF

**Commercial Buildings**

Type	Base Area	Year Built
Restaurant - Fast Food	2478	1972

**Yard Extras**

#1 - (1) Paving 11,400 SF, Asphalt Parking, Low Pricing, Lighting: No, Built 1972

**Sales**

Date	Seller	Buyer	Recording	NUTC	Type	Multi Parcel	Amount
7/19/2007	HARDEES FOOD SYSTEMS INC	4G PROPERTIES L L C	2007-2829	Normal Arms-Length Transaction	Warranty Deed		\$341,461.00
1/29/2002	LEASED RESTAURANT PARTNERS	HARDEE'S FOOD SYSTEMS, INC.	287-128	Quit Claim Deed	Warranty Deed		\$0.00
1/2/1998	LEASED RESTAURANT PARTNERS	HARDEES FOOD SYSTEMS INC	277-204	Quit Claim Deed	Warranty Deed		\$0.00
2/18/1988			241-11	Unuseable Sale - Other	Warranty Deed		\$803,000.00

**Valuation**

		2013	2012	2011	2010
+	Land	\$79,200	\$79,200	\$79,200	\$79,200
+	Building	\$281,600	\$281,600	\$289,550	\$289,550
=	Total Assessed Value	\$360,800	\$360,800	\$368,750	\$368,750

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

#### Taxation

		2012	2011	2010
+	Taxable Land Value	\$79,200	\$79,200	\$79,200
+	Taxable Building Value	\$281,600	\$289,550	\$289,550
+	Taxable Dwelling Value	\$0	\$0	\$0
=	Gross Taxable Value	\$360,800	\$368,750	\$368,750
-	Military Exemption	\$0	\$0	\$0
=	Net Taxable Value	\$360,800	\$368,750	\$368,750
x	Levy Rate (per \$1000 of value)	0.00000	38.36108	41.30253
=	Gross Taxes Due	\$0.00	\$14,145.65	\$15,230.31
-	Ag Land Credit		\$0.00	\$0.00
-	Disabled and Senior Citizens Credit		\$0.00	\$0.00
-	Family Farm Credit		\$0.00	\$0.00
-	Homestead Credit		\$0.00	\$0.00
-	Prepaid Tax		\$0.00	\$0.00
=	Net Taxes Due		\$14,146.00	\$15,230.00

#### Pay Property Taxes

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

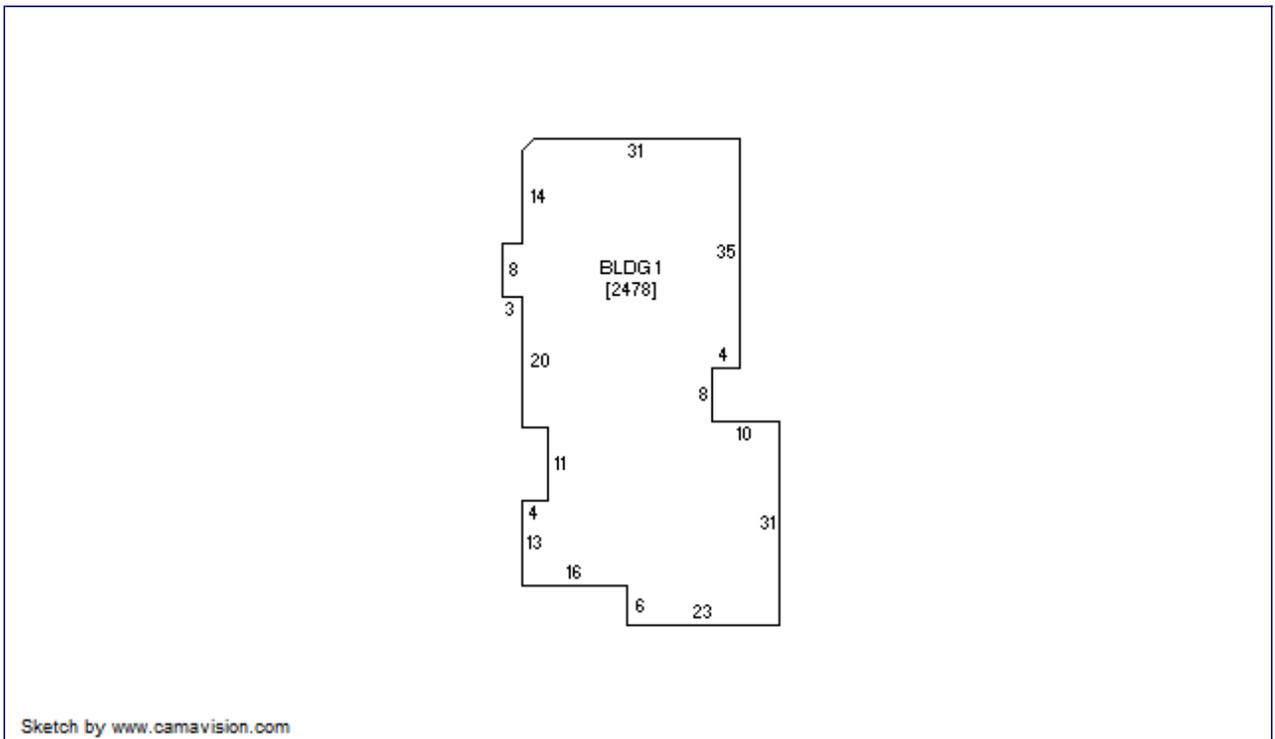
#### Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2011	March 2013	\$7,073	Yes	3/22/2013	16984
	September 2012	\$7,073	Yes	9/21/2012	
2010	March 2012	\$7,615	Yes	3/23/2012	16988
	September 2011	\$7,615	Yes	9/20/2011	
2009	March 2011	\$7,712	Yes	3/18/2011	16975
	September 2010	\$7,712	Yes	9/24/2010	
2008	March 2010	\$7,600	Yes	3/17/2010	16936
	September 2009	\$7,600	Yes	9/22/2009	

#### Photos



Sketches



Sketch by [www.camavision.com](http://www.camavision.com)

Real Estate Changes

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

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

*Disclaimer: The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, express or implied, is provided for the data herein, or its use. **Special assessments not shown.***

*When using this information for payment purposes or for closing information please contact the Treasurer's office at (641)673-5482.*

Last Data Upload: 6/23/2013 8:47:13 PM

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The Schneider Corporation  
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## 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](mailto: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 Council  
Communication  
Meeting Date: January 6, 2014  
Requested By: Public Works Dept.

**Item Title:**

Consider a resolution endorsing an application for Area 15 Regional Planning Commission (RPA 15) Surface Transportation Program (STP) funding for improvements to Burlington Road between South 17<sup>th</sup> Street and the east city limits of Oskaloosa.

**Explanation :**

Surface Transportation Program (STP) funds are allocated to RPA 15 by the Iowa Department of Transportation on an annual basis. These funds are then sub-allocated to entities in the region. Through RPA 15, the City of Oskaloosa is proposing to apply for Federal Fiscal Year 2015 STP funds for the reconstruction of Burlington Road between South 17<sup>th</sup> Street and the east city limits of Oskaloosa. The University Park Project has also successfully applied for STP funds for their portion of Burlington Road reconstruction, and that is expected to begin April-May, 2015. The section of Burlington Road in Oskaloosa would be reconstructed in conjunction with the University Park Burlington Road Reconstruction Project.

Currently, this section of Burlington Road is a chip seal street with no curb and gutter. The reconstruction of Burlington Road will consist of new 7" thick concrete pavement, concrete curb and gutter, and storm water piping and intakes. A preliminary estimate of the project cost is \$185,000, with a total length of 425 feet and 25 foot wide pavement. The grant funding is for up to 80% of the project cost (approximately \$148,000). The remaining 20% (approximately \$37,000) would be the local funding match.

With STP funding, the University Park Burlington Road Reconstruction Project presents a good opportunity to improve this section of Burlington Road within the city of Oskaloosa. Therefore, staff recommends approval of the RPA 15 STP application.

Recommended Action:  
Approve the RPA 15 STP application as presented.

**Budget Consideration:**

This program would require 80/20 matching funds. The total project cost is estimated to be approximately \$185,000. A potential City match of \$37,000 (20% of the total project cost) is required.

**Attachments :**

Resolution and RPA 15 STP application.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE APPLICATION FOR AREA 15 REGIONAL  
PLANNING COMMISSION (RPA 15) SURFACE TRANSPORTATION PROGRAM  
(STP) FUNDS FOR IMPROVEMENTS TO BURLINGTON ROAD

WHEREAS, the City of Oskaloosa desires to maintain a quality road system; and

WHEREAS, certain roads in the city road system are eligible for improvements under the RPA Surface Transportation Program; and

WHEREAS, the City of Oskaloosa is seeking to gain funding support for this project by applying for STP funds for Federal Fiscal Year 2015 through the RPA 15; and

WHEREAS, the preliminary estimate of project cost is \$185,000, with the state reimbursing up to 80% of the total project cost; and

WHEREAS, all STP projects nominated by the City of Oskaloosa are endorsed by the City Council with a commitment to fund a minimum of 20% of the total project cost as the required local match, if the project is selected.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Oskaloosa, Iowa, hereby approves an application be submitted to Area 15 of the Regional Planning Commission for Surface Transportation Program funds in order to reconstruct Burlington Road from South 17<sup>th</sup> Street (State Highway 23) to the east city limits of the City of Oskaloosa.

BE IT FURTHER RESOLVED that the City Council supports this project and commits to provide the local match funding for the project.

PASSED AND APPROVED this \_\_\_\_\_ day of January, 2014.

\_\_\_\_\_  
David Krutzfeldt, Mayor

ATTEST: \_\_\_\_\_  
Amy Miller, City Clerk

# **RPA 15 STP Application**

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## **Burlington Road Reconstruction Project** Oskaloosa, Iowa

December 26, 2013

City of Oskaloosa Public Works Department  
Akhilesh Pal P.E., Public Works Director  
804 South D Street, Oskaloosa, Iowa 52577  
Phone: (641)673-7472  
Email: [akhilesh.pal@oskaloosaiowa.org](mailto:akhilesh.pal@oskaloosaiowa.org)

## Table of Contents

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Project Description	Page 2
Rating Criteria Responses	Page 3
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## RPA 15 STP APPLICATION APPLICATION FORM

### GENERAL INFORMATION

Name of Applicant City of Oskaloosa

Name of Sponsor City of Oskaloosa

Contact Person Akhilesh Pal

Mailing Address 804 South D Street, Oskaloosa, IA 52577

Phone Number 641-673-7472

### PROJECT INFORMATION

Project Name (route/facility) Burlington Road Reconstruction Project Length (miles) 0.08

Category  Construction  Reconstruction  Transit  Planning

Project Cost	Total Cost	STP Funds	Sub-Allocation	Local Funds	Other (source) ( )
	\$ 185,000	\$148,000	\$	\$ 37,000	\$

Programming Year  FY15  FY16  FY17  FY18

### APPLICATION CHECKLIST

*The following items must be included with the application:*

- Project Description
- Project Location Map
- Photographs of project area and conditions
- Response to Each Rating Criterion
- Detailed Cost Estimate
- Project Timeline
- Resolution from Sponsor

  
\_\_\_\_\_  
Signature of Chief Officer of Sponsoring Organization

Public Works  
Director 12-27-13  
\_\_\_\_\_  
Title Date

City of Oskaloosa  
RPA 15 STP Application  
December 26, 2013

**PROJECT DESCRIPTION**

The City of Oskaloosa is planning to reconstruct Burlington Road from South 17<sup>th</sup> Street (State Highway 23) to the east city limits of Oskaloosa. This section of Burlington Road is approximately 425 feet or 0.08 miles in length. This street is classified as a collector and is approximately 24 feet wide. The pavement is chip seal with no curb and gutter. Roadside ditching controls all water runoff. There is no sidewalk along Burlington Road.

The planned scope of work for Burlington Road involves all work associated with complete concrete street reconstruction. The existing chip seal pavement will be removed. The new street pavement and curb and gutter will be reconstructed in seven inch thick concrete with four inch diameter longitudinal sub-drains installed along each side. The new street pavement will be 25 feet in width. Storm water improvements, including intakes and reinforced concrete piping, will also be installed.

**PROJECT LOCATION**

The project is located within the city limits of Oskaloosa, Iowa. Oskaloosa is located at the junction of Highways 63, 92, and 163 approximately 60 miles south and east of Des Moines (See Figure 1, page 6). The project location within the city of Oskaloosa is shown in Figure 2 on page 7.

**PROJECT AREA AND CONDITIONS**

Photographs of the project area are shown on page 8 in Figures 3 and 4. These pictures were taken at each end of the project limits of South 17<sup>th</sup> Street (Highway 23) and the east Oskaloosa city limits. Figures 5 and 6 on page 9 are pictures of the project area taken from South 18<sup>th</sup> Street, which is the approximate mid-way point of this project.

As stated earlier, Burlington Road is a chip seal street. Photographs of the pavement can be seen in Figures 3-6 on pages 8-9. Chip seal pavement is not a durable long-term solution for this roadway. Due to this street being classified as an important collector street, the chip seal pavement must be replaced every 1-3 years. In addition, the city of Oskaloosa would like to maintain the level of performance that Burlington Road will have as a part of the University Park Burlington Road Project, which was approved as a special STP (Surface Transportation Program) project by the Iowa DOT for FY 2015. Completing this project in conjunction with the University Park Project will provide intra-city route continuity within both Oskaloosa and University Park.

## RATING CRITERIA RESPONSES

TRAFFIC VOLUME			Maximum 20 Points:	5
Annual Average Daily Traffic	Rural Project	Points (circle)	Urban Project	Points (circle)
Actual AADT: 470	2000+	10	10,000+	10
	1000+	9	5,000+	9
Source: 2010 Iowa DOT	500+	8	2,000+	8
Traffic Count Data	100+	6	1,000+	6
	50+	5	500+	(5)
Average AADT:	470	Allow 1 pt. For each 10% above average	Percent Above Average 0	Points 0

ROUTE CONTINUITY	Maximum 10 Points:	5
Applicant must justify continuity in the project description	Regional	10 (Points)
	County/County	8
	City/County	8
	Intra County	5
	Intra City	(5)

TRUCK TRAFFIC	Maximum 10 Points:	6
1 Point for each Rural % of truck traffic	4 % Rural	4 Points
2 Points for each Urban % of truck traffic	1 % Urban	2 Points
Source of truck traffic estimate: No data available		

FEDERAL FUNCTIONAL CLASS		Maximum 20 Points:	12
Rural and Small Municipalities	Points	Urban	Points
Principal Arterial	20	Principal Arterial	20
Minor Arterial	16	Minor Arterial	16
Major Collector	12	Collector	(12)

FACILITY CONDITION	Maximum 20 Points:	20
Poor		(20) (Points)
Below Average		16
Average		12
Above Average		8
Excellent		4

SAFETY	Maximum 10 Points:	8
Improves road or lane width	(Yes) / No	(2) (Points)
Improves line-of-sight or visibility	(Yes) / No	(2)
Improves alignment with cross streets	(Yes) / No	(2)
Adds or improves a curb or shoulder	(Yes) / No	(2)
Improves bike and pedestrian crossings	Yes (No)	2

LONG RANGE PLAN GOALS	Maximum 10 Points:	8
Segment has history of high crash rate or deaths	Yes (No)	2 (Points)
Reduces or prevents congestion	(Yes) / No	(2)
Enhances movement of freight (trucks)	(Yes) / No	(2)
Improve links between counties/ state	(Yes) / No	(2)
Supports economic growth/ tourism (provides access to)	(Yes) / No	(2)

TOTAL SCORE	Maximum 100 Points	64
	Applicant	
	RPC Recommendation	
	TOTAL	
	Recommended Funding Level	

## PRELIMINARY COST ESTIMATE

Item	Quantity	Unit	Unit Price	Total
Earthwork	1,200	CY	\$7.00	\$8,400
Subgrade Preparation, 6" Thick	2,100	SY	\$2.00	\$4,200
Modified Subbase, 6" Thick	2,100	SY	\$8.00	\$16,800
Pavement Removal	1,860	SY	\$6.00	\$11,160
Compaction Testing	1	LS	\$2,000.00	\$2,000
PCC Pavement, 7" Thick	1,920	SY	\$33.00	\$63,360
PCC Pavement Samples and Testing	1	LS	\$1,500.00	\$1,500
Storm Sewer Piping/Culverts	120	LF	\$35.00	\$4,200
Storm Sewer Intake	4	EA	\$3,590.00	\$14,360
Subdrain, 4"	865	LF	\$8.00	\$6,920
Subdrain Outlets	2	EA	\$250.00	\$500
Seeding, Fertilizing, and Mulching	1	LS	\$1,000.00	\$1,000
Silt Fence	200	LF	\$3.00	\$600
Traffic Control	1	LS	\$2,500.00	\$2,500
Mobilization	1	LS	\$4,000.00	\$4,000
Miscellaneous Construction	1	LS	\$14,000.00	\$14,000
<b>Total Construction Cost:</b>				<b>\$155,500</b>
<b>Legal &amp; Administrative</b>				<b>\$1,500</b>
<b>Design Fee (10%)</b>				<b>\$15,600</b>
<b>Inspection Services (8%)</b>				<b>\$12,400</b>
<b>Total Projected Cost:</b>				<b>\$185,000</b>

## PROJECT TIMELINE

January 2014:	Submit STP Application
June 2014:	Select Consultant
October 2014	Begin Design
November 2014:	Submit Preliminary Plans
January 2015:	Submit Final Plans
April 2015:	Accept Bid
May 2015:	Begin Construction
November 2015:	End Construction

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE APPLICATION FOR AREA 15 REGIONAL PLANNING COMMISSION  
(RPA 15) SURFACE TRANSPORTATION PROGRAM (STP) FUNDS FOR IMPROVEMENTS TO  
BURLINGTON ROAD

WHEREAS, the City of Oskaloosa desires to maintain a quality road system; and

WHEREAS, certain roads in the city road system are eligible for improvements under the RPA Surface Transportation Program; and

WHEREAS, the City of Oskaloosa is seeking to gain funding support for this project by applying for STP funds for Federal Fiscal Year 2015 through the RPA 15; and

WHEREAS, the preliminary estimate of project cost is \$185,000, with the state reimbursing up to 80% of the total project cost; and

WHEREAS, all STP projects nominated by the City of Oskaloosa are endorsed by the City Council with a commitment to fund a minimum of 20% of the total project cost as the required local match, if the project is selected.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Oskaloosa, Iowa, hereby approves an application be submitted to Area 15 of the Regional Planning Commission for Surface Transportation Program funds in order to reconstruct Burlington Road from South 17<sup>th</sup> Street (State Highway 23) to the east city limits of the City of Oskaloosa.

BE IT FURTHER RESOLVED that the City Council supports this project and commits to provide the local match funding for the project.

PASSED AND APPROVED this \_\_\_\_\_ day of January, 2014.

\_\_\_\_\_  
David Krutzfeldt, Mayor

ATTEST: \_\_\_\_\_  
Amy Miller, City Clerk

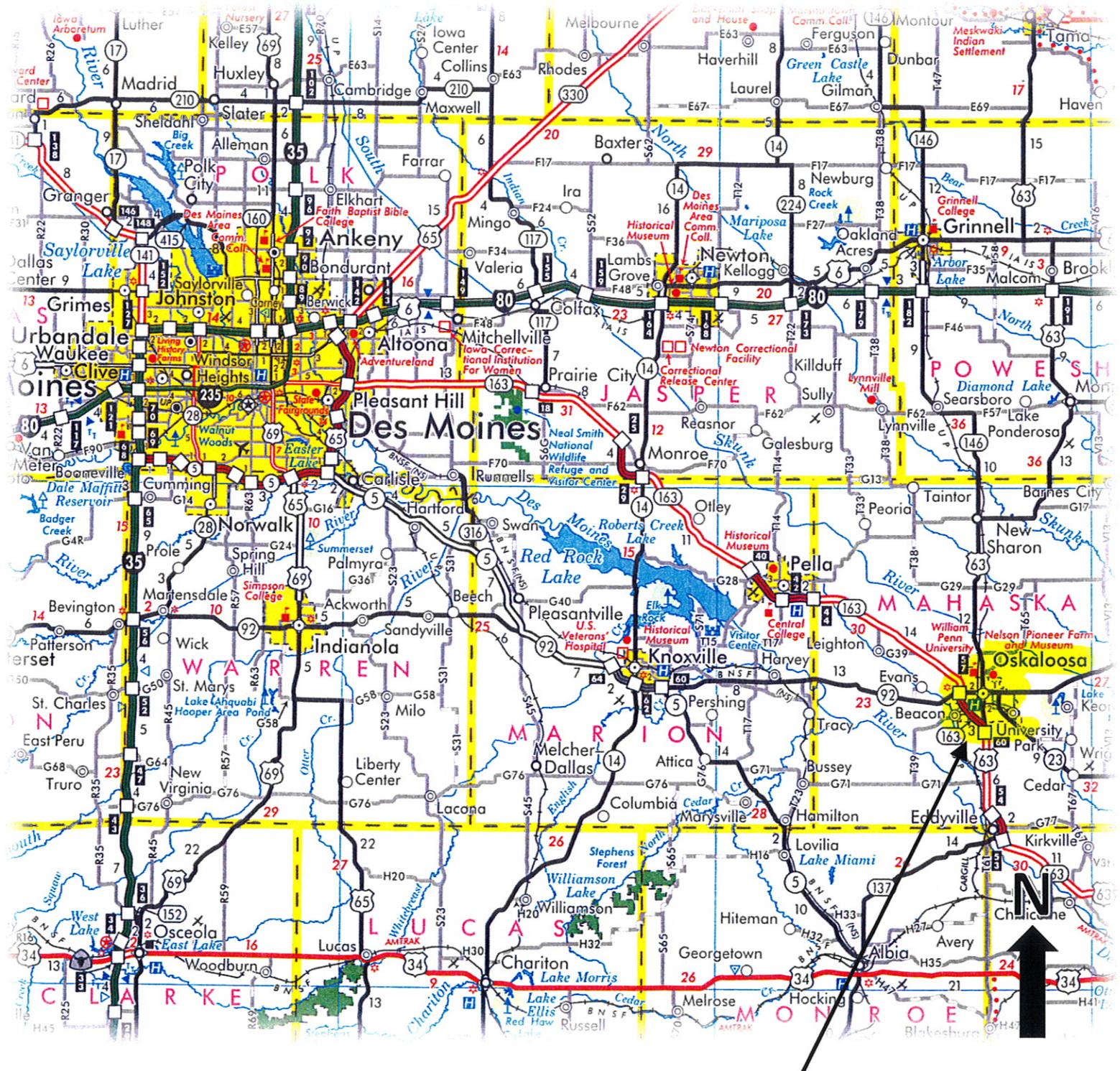


Figure 1. Oskaloosa Location Map

Oskaloosa, Iowa

Scale: 1" = 9 miles

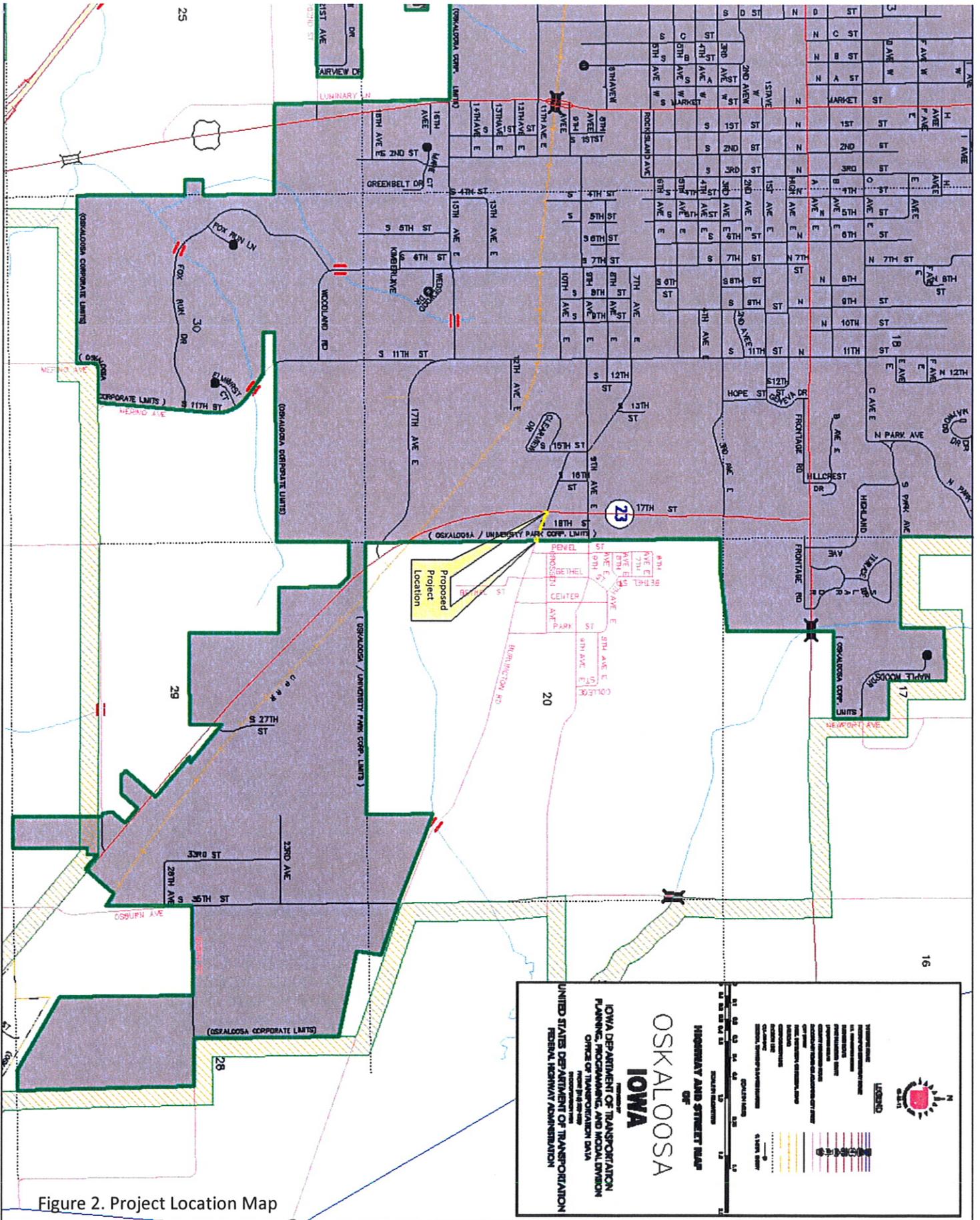


Figure 2. Project Location Map



Figure 3. Burlington Road looking east from South 17<sup>th</sup> Street (Highway 23).



Figure 4. Burlington Road looking west from the Oskaloosa east city limits.



Figure 5. Burlington Road looking east from South 18<sup>th</sup> Street.



Figure 6. Burlington Road looking west from South 18<sup>th</sup> Street.



City Council  
Communication  
Meeting Date: January 6, 2014  
Requested By: Public Works Dept.

**Item Title:**

Consider a resolution supporting the submittal of an Environmental Protection Agency (EPA) community-wide Brownfields Assessment Grant application.

**Explanation :**

The City is applying for up to \$400,000 in Brownfields Program funding from the U.S. Environmental Protection Agency (EPA) to inventory, assess, characterize, **and conduct** cleanup planning on Brownfields sites. This includes a \$200,000 community-wide Hazardous Substances Assessment Grant and a \$200,000 community-wide Petroleum Assessment Grant. The EPA defines a Brownfields as a “real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.” The EPA’s Brownfields sites include, but are not limited to, three specific types of properties eligible for funding: 1) sites contaminated by petroleum or a petroleum product; 2) sites contaminated by controlled substances; and, 3) mine-scarred lands.

EPA Brownfields Assessment Grant funding can provide another resource to encourage the sale, reuse, and/or redevelopment of underutilized sites within the City. If awarded, the EPA Brownfields Assessment Grants would fund community-wide environmental site assessments designed to remove instances of perceived/actual contamination which deter investment. No financial match is required by the City. If environmental contamination is identified, other (or separate) EPA grant funds can be used to conduct additional investigations, clean-up, and re-use/redevelopment planning. The Brownfields Assessment Grant cannot be used for clean-up. H.R. Green is assisting the City in the preparation of the EPA grant proposal. EPA Brownfields Assessment Grants are highly competitive, however H.R. Green was instrumental in assisting the City of Ottumwa last year in successfully securing \$400,000 in Assessment Grants from the EPA.

In federal fiscal year 2013, the EPA awarded approximately \$34,432,000 nationally in EPA Brownfields Assessment Grants, out of which \$1,782,000 was awarded in Iowa. The communities of Coralville, Council Bluffs, Fort Dodge, Dubuque, and Ottumwa have received EPA Brownfields grants in federal FY-2013.

The City plans to apply for up to \$200,000 to assess sites contaminated by hazardous substances, pollutants, or contaminants (including mine-scarred lands) and up to \$200,000 to address sites contaminated by petroleum. If awarded, the City will conduct outreach and awareness and work closely with local real estate professionals and lenders to ensure the community is aware of the funding and how to access it. The funding is designed to be flexible enough to respond to the needs of the private market, and to assess sites with intended re-use/redevelopment.

**Budget Consideration:**

There is no budget impact associated with the request to receive a resolution of support from the City Council, however a cost of approximately \$6,500 to prepare the grant application and complete necessary research and coordination. Staff intends to submit an application for Brownfields Assessment Grants totaling \$400,000. No match is required from the City for this grant if it is received.

**Attachments :**

Resolution and factsheet.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OSKALOOSA, IOWA, SUPPORTING THE SUBMITTAL OF AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE U.S. ENVIRONMENTAL PROTECTION AGENCY UNDER ITS BROWNFIELDS PROGRAM. THE PROPOSED ASSESSMENT GRANT FUNDING WILL PERMIT THE CITY TO DEVELOP A BROWNFIELD SITES INVENTORY, CONDUCT ENVIRONMENTAL ASSESSMENTS, PLAN FOR REDEVELOPMENT OF BROWNFIELD SITES AND ENGAGE THE COMMUNITY IN BROWNFIELD REDEVELOPMENT ACTIVITIES; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AGREEMENTS AND CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Oskaloosa acknowledges the importance of brownfield redevelopment activities as part of a community-wide economic development and revitalization strategy; and

WHEREAS, the City Council of the City of Oskaloosa supports a community-wide project to establish an inventory of brownfield sites, conduct environmental assessments, plan for redevelopment of brownfield sites, and engage the community in brownfield activities; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) provides financial assistance under its Brownfields Program to support community revitalization focused on reclaiming brownfield sites; and

WHEREAS, the City Council of the City of Oskaloosa desires to authorize the submission of an application for financial assistance to the U.S. Environmental Protection Agency to assist the City in its Brownfield Redevelopment activities,

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Oskaloosa, Iowa:

Section 1. The Mayor and City Manager of the City of Oskaloosa are hereby authorized to submit an application for financial assistance to the U.S. Environmental Agency under the Agency's Brownfields Assessment Grant Program. The Mayor and City Manager shall be authorized to execute any agreements or contracts necessary to implement this Resolution.

Section 2. The City seeks \$400,000.00 in Community-wide Assessment Grants from the U.S. Environmental Protection Agency. No local match is required.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED this \_\_\_\_ day of January, 2014.

---

David Krutzfeldt, Mayor

---

Amy Miller, City Clerk



# EPA Brownfields Assessment Grants: Interested in Applying for Funding? *Here's what you need to know to get started...*

## *What is EPA's Brownfields Program?*



Salt Lake City, Utah (before)

The U.S. Environmental Protection Agency's (EPA) Brownfields Program is designed to empower states, communities, and other stakeholders to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields. EPA provides technical and financial assistance for brownfields activities through an approach based on four main goals: protecting human health and the environment, sustaining reuse, promoting partnerships, and strengthening the marketplace. Brownfields grants serve as the foundation of the Brownfields Program and support revitalization efforts by funding environmental assessment, cleanup, and job training activities. Thousands of properties have been assessed and cleaned up through the Brownfields Program, clearing the way for their reuse.



Salt Lake City, Utah (after)

A brownfield is defined as: real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The 2002 Brownfields Law further defines the term to include a site that is: "contaminated by a controlled substance; contaminated by petroleum or a petroleum product excluded from the definition of 'hazardous substance'; or mine-scarred land."

## *What are the Four Grant Types?*

- ✓ **Assessment grants** provide funding for brownfields inventories, planning, environmental assessments, and community outreach.
- ✓ **Revolving Loan Fund grants** provide funding to capitalize a revolving loan fund that provides loans and subgrants to carry out cleanup activities at brownfields.

- ✓ **Cleanup grants** provide direct funding for cleanup activities at specific sites.
- ✓ **Job Training grants** provide environmental training for residents of brownfields communities.

## *What are Assessment Grants?*

Assessment grants provide funding for a grant recipient to:

- ✓ **Inventory Sites:** Compile a listing
- ✓ **Characterize Sites:** Identify past uses
- ✓ **Assess Sites:** Determine existing contamination
- ✓ **Conduct Cleanup and Redevelopment Planning:** Scope and plan process
- ✓ **Conduct Community Involvement:** Inform and engage community

### For a Community-Wide Grant:

- ✓ An applicant may apply for a community-wide assessment grant if a specific site has not been identified or if the assessment will address more than one site within the community.
- ✓ Applicants electing to apply for up to \$200,000 for a community-wide hazardous substance assessment grant are not eligible for a site-specific hazardous substance assessment grant in the same grant competition. Applicants applying for up to \$200,000 for a community-wide petroleum or petroleum product assessment grant will not be eligible for a site-specific petroleum assessment grant.

### For a Site-Specific Grant:

- ✓ A site-specific assessment grant must be applied for if the assessment is limited to one, and only one, site. A site-specific assessment grant application must be made if a waiver of the funding limitation is requested.
- ✓ Applicants will not be allowed to substitute another site for a site-specific assessment grant where the subject site is determined to be ineligible.

**For the complete discussion of Brownfields Program grant funding, refer to the EPA Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup grants at: <http://www.epa.gov/brownfields/applicat.htm>**

## *How Do I Apply for an Assessment Grant?*

Applicants submit a proposal for each grant type that they are applying for (i.e., assessment, revolving loan fund, and/or cleanup). Each proposal must address the selection criteria outlined in the guidelines.

Grant proposals should be concise and well organized, and must provide the information requested in the guidelines. Applicants must demonstrate that they meet threshold criteria requirements and must respond to evaluation criteria. Factual information about your proposed project and community must be provided.

Proposals must include:

- ✓ Cover letter describing project
- ✓ Applicant information
- ✓ Applicable mandatory attachments (e.g., state letter)
- ✓ Responses to evaluation criteria

All applicants must refer to the Proposal Guidelines published by EPA.

### *Who is Eligible to Apply for an Assessment Grant?*

Eligible entities include: state, local, and tribal governments, with the exception of certain Indian tribes in Alaska; general purpose units of local government, land clearance authorities, or other quasi-governmental entities; regional council or redevelopment agencies; or states or legislatures. Some properties are excluded from the definition of a brownfield unless EPA makes a site-specific funding determination that allows grant funds to be used at that site.

Applicants may apply for both community-wide and site-specific assessment grants; however, an applicant is limited to submitting only ONE hazardous substance assessment grant proposal and ONE petroleum assessment proposal.

Each eligible entity may submit no more than two assessment proposals.

### *How Much Assessment Grant Funding is Available?*

- ✓ Up to \$200,000 to assess a site contaminated by hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum).
- ✓ Up to \$200,000 to address a site contaminated by petroleum.
- ✓ For site-specific proposals, applicants may seek a waiver of the \$200,000 limit and request up to \$350,000 for a site contaminated by hazardous substances, pollutants, or contaminants and up to \$350,000 to assess a site contaminated by petroleum. Such waivers must be based on the anticipated level of hazardous substances, pollutants, or contaminants including hazardous

substances comingled with petroleum) or petroleum at a single site. (Community-wide assessment grants are not eligible for assessment grant “waivers.”)

- ✓ Total grant fund requests should not exceed a total of \$400,000 unless such a waiver is requested.
- ✓ Up to \$1 Million for assessment coalitions. A coalition is made up of 3 or more eligible applicants that submits one grant proposal under the name of one of the coalition members who will be the grant recipient.

### *How Long is the Assessment Period?*

The performance period for an assessment grant is three years.

### *Where Do I Find the Proposal Guidelines?*

Electronic copies of the Proposal Guidelines can be obtained from the EPA brownfields Web site at:

<http://www.epa.gov/brownfields/applicat.htm>

Additional information on grant programs may be found at: [www.grants.gov](http://www.grants.gov)

### *Is Pre-Application Assistance Available?*

If resources permit, EPA Regions may conduct open meetings with potential applicants. Check with your regional office for date and location information. Your regional Brownfields Program contacts can be found at:

<http://www.epa.gov/brownfields/corcntct.htm>

EPA can respond to questions from applicants about threshold criteria, including site eligibility and ownership.

EPA staff can not meet with applicants to discuss draft proposals or provide assistance in responding to ranking criteria.

### *What is the Evaluation/Selection Process?*

Brownfields grants are awarded on a competitive basis. Evaluation panels consisting of EPA staff and other federal agency representatives assess how well the proposals meet the threshold and ranking criteria outlined in the Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup grants. Final selections are made by EPA senior management after considering the ranking of proposals by the evaluation panels. Responses to threshold criteria are evaluated on a pass/fail basis. If the proposal does not meet the threshold criteria, the proposal will not be evaluated. In some circumstances, EPA may seek additional information.



City Council  
Communication  
Meeting Date: January 6, 2014  
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 5<sup>th</sup> Avenue East between South 7<sup>th</sup> Street and South 8<sup>th</sup> Street - 2nd 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 second 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 5<sup>th</sup> Avenue East between South 7<sup>th</sup> Street and South 8<sup>th</sup> 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 5<sup>TH</sup> AVENUE EAST BETWEEN SOUTH 7<sup>TH</sup> STREET AND SOUTH 8<sup>TH</sup> 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 5<sup>th</sup> 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)

S 6th St

S 7th St

S 8th St

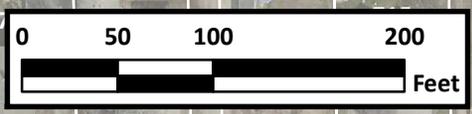
S 9th St

4th Ave E

5th Ave E

5th Ave E

4th Ave E



**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: January 6, 2014  
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 one hundred feet east of North 11<sup>th</sup> Street - 3rd 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 11<sup>th</sup> Street to North 12<sup>th</sup> 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 12<sup>th</sup> 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 11<sup>th</sup> Street,
- Establish a no parking zone along the south side of E Avenue East 100 feet west of its intersection with North 12<sup>th</sup> 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 11<sup>th</sup> Street and 100 feet west of 12<sup>th</sup> Street.

The City Council at their meeting on December 16, 2013, on the second reading of the Ordinance, only approved the parking restriction along the south side of E Avenue East from North 11th Street to one hundred feet east of North 11<sup>th</sup> 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 11<sup>th</sup> Street to one hundred feet east of North 11<sup>th</sup> Street.

Recommended Action:

Approve the third reading of the ordinance to establish a no parking zone along the south side of E Avenue East from North 11<sup>th</sup> Street to one hundred feet east of North 11<sup>th</sup> Street.

**Budget Consideration:**

Cost of installing one “No Parking Signs” (\$50.00 for sign material and 2 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 11<sup>TH</sup> STREET AND NORTH 12<sup>TH</sup> 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 11<sup>th</sup> Street and North 12<sup>th</sup> 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 11<sup>th</sup> Street to one hundred feet east of North 11<sup>th</sup> Street.

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

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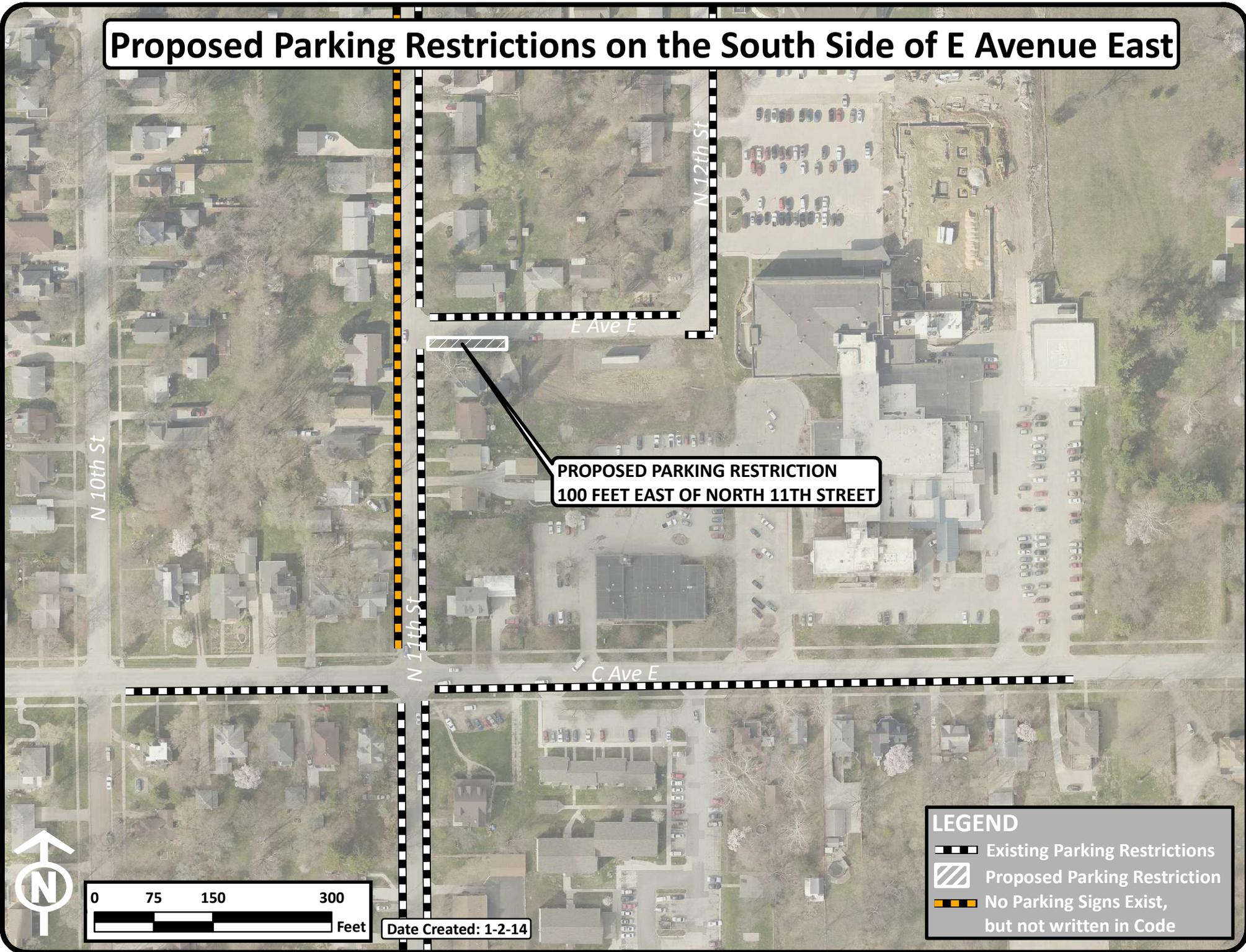
E AVENUE EAST BETWEEN NORTH 11TH STREET & NORTH 12TH STREET			
ADDRESS	OWNER/RESIDENT	RESPONSE	Comments:
1205 E Avenue East	Leroy & Diana Shaddock	Leave on-street parking as it is (No parking restriction on north side)	Leave as is-but restrict parking 20ft on each end to allow for better visibility when 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)

# Proposed Parking Restrictions on the South Side of E Avenue East





City Council  
Communication  
Meeting Date: January 6, 2014  
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: January 6, 2014

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.