



**City of Oskaloosa
City Council Meeting Regular Session
Council Chambers
City Hall, 220 S. Market Street
Oskaloosa IA, 52577
Agenda
April 7, 2014**

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

1. Invocation: Pastor Georgia McClure, Community of Christ Church

2. Pledge of Allegiance.

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

3. Roll Call

_____ Mayor David Krutzfeldt, Council Members:

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

_____ Walling, _____ Yates.

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

4. Community Comments.

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

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

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

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

Documents: [CONSENT AGENDA SUMMARY.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. March 17, 2014 Regular City Council Meeting Minutes
2. April 7, 2014 Agenda

Documents: [CITY COUNCIL MINUTES MARCH 17, 2014.DOC](#)

B. Receive and file minutes of Boards and Commissions

Any recommendations contained in minutes become effective only upon separate

Council action.

1. March 13, 2014 Historic Preservation Commission Minutes2.
November 25, 2013 Municipal Band Board Minutes
3. January 30, 2014 Municipal Band Board Minutes
4. March 3, 2014 Airport Commission Minutes

Documents: [HPC 3-13-14.DOCX](#), [CITY BAND BOARD 11-25-13.DOC](#), [CITY BAND BOARD 1-30-14.DOC](#), [MARCH 3, 2014 AIRPORT COMMISSION MINUTES.PDF](#)

C. Consider payment of Claims for March 2014

Who is submitting this City Clerk/Finance Department
item.

Documents: [CITY COMM-CLAIMS.DOCX](#), [COUNCIL CLAIMS LIST 03262014.PDF](#), [MANUAL CHECK REPORT 03312014.PDF](#), [MOST CLAIMS OVER 500 DOLLARS.XLSX](#)

D. Consider approval of an ownership update for Aerie No. 276 Fraternal Order of Eagles, 215 High Avenue East.

Who is submitting this City Clerk/Finance Department
item.

Documents: [CITY COMM-EAGLES OWNERSHIP UPDATE.DOC](#)

E. Consider approval of a renewal application for a Class B Beer Permit with Outdoor Service from MK Golf Shops dba Matt Sherlock PGA PRO, 1608 Edmundson Drive.

Who is submitting this City Clerk/Finance Department
item.

Documents: [CITY COMM-MATT SHERLOCK.DOC](#)

F. ----- END OF CONSENT AGENDA -----

6. 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)
- Planning and Zoning Commission - One vacancy to fill upon appointment to complete an unexpired term that ends April 30, 2017; and three vacancies to fill to serve five year terms that begin May 1, 2014 and end April 30, 2019. 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)
- Water Board - One vacancy to fill to serve a six year term that begins July 1, 2014 and ends June 30, 2020. This is a three member board that typically meets on the first Monday after the 10th of the month. (Three males currently serve)

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

7. Regular Agenda

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

- A. **Consider a request from Miranda Cummings, Engagement Lead of Blue Zones Project, to give a presentation regarding the Oskaloosa Blue Zones Launch.**

Who is submitting this item. City Manager Department

Documents: [ITREM - BLUE ZONES PRESENTATION.DOCX](#), [BLUE ZONES PROJECT OSKALOOSA.DOCX](#)

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

Who is submitting this item. City Manager Department

Documents: [REQUEST FROM DAWN COLLINS.DOCX](#)

- C. **Consider request from Main Street Oskaloosa and the Oskaloosa Area Chamber & Development Group for approval of street closures for 2014 Chamber events.**

Who is submitting this item. City Manager Department

Documents: [ITEM - STREET CLOSURES FOR OACDG EVENTS.DOCX](#), [REQUEST FOR STREET CLOSURE-EQUIPMENT.DOC](#), [MAP FOR CHRISTMAS PARADE.PDF](#)

- D. **Consider appointments to the Oskaloosa Municipal Housing Agency.**

Who is submitting this item. City Manager Department

Documents: [ITEM OMHA APPOINTMENTS.DOCX](#), [OMHA APPLICATIONS.PDF](#)

- E. **Consider a resolution authorizing the Mayor and City Clerk to execute the necessary documents for the purpose of retaining private mowing and trimming services for city facilities and property.**

Who is submitting this item. City Manager Department

Documents: [20140407 - MOWING AND TRIMMING SERVICES DOC.DOCX](#), [20140407 - MOWING AND TRIMMING SERVICES RESN.DOCX](#), [COPY OF MOWING BIDS 03142014.XLSX](#), [CENTURY LAWN.PDF](#), [FOUR SEASONS YARD CARE INC..PDF](#), [DEJONG LAWN AND LANDSCAPE.PDF](#), [DOUGS SNOW AND MOW LANDSCAPING.PDF](#)

- F. Consider a motion approving Pay Request No. 5 to DeLong Construction Inc. in the amount of \$15,622.74 for work completed on the West Area Sanitary Sewer Improvements Project.**

Who is submitting this item. Public Works Director

Documents: [DOT SEWER PAY APP 5 - 2.0.DOC](#), [PAY APP 5.PDF](#)

- G. Consider a motion to approve and direct the Mayor to execute the professional services agreement with Garden and Associates, Ltd. for the Third Avenue East Reconstruction and Storm Sewer Replacement project in an amount not to exceed \$182,450.00.**

Who is submitting this item. Public Works Director

Documents: [THIRD AVENUE CONTRACT AGENDA 2.0.DOC](#), [LETTER.PDF](#), [CONTRACT.PDF](#), [PRELIMINARY COST ESTIMATE.XLSX](#)

- H. Consider approval of the purchase of one (1) 2014 John Deere Model 624k, new front-end Loader, buckets and attachments, grapple rake, and related equipment options from Murphy Tractor & Equipment Co. and trade-in the 1999 Daewoo, existing front-end loader, for a total cost of \$194,761.20 for the Public Works Department.**

Who is submitting this item. Public Works Director

Documents: [ITEM - FRONT END LOADER 2.0.DOC](#), [PICTURES.DOCX](#), [IOWA DOT.PDF](#), [LOADER PROPOSAL.PDF](#)

- I. Consider a resolution approving the Agreement Pursuant to Chapter 28E, Iowa Code Between the City of Oskaloosa, Iowa and Forest Cemetery Association**

Who is submitting this item. City Manager

Documents: [20140407-28E AGREEMENT FOREST CEMETERY.DOC.DOC](#), [20140407 - 28E AGREEMENT FOREST CEMETERY RESO.DOC](#), [20140314 - FOREST CEMETERY 28E AGREEMENT CLEAN.DOCX](#), [20140402 - AUDIT FINANCIALS AND OTHER REQUIRED DOCUMENTS.PDF](#)

- J. Consider a resolution setting a date for a public hearing to confirm or deny a written order for removal of Water Board of Trustee member Errin Keltner**

Who is submitting this item. Mayor and City Council

Documents: [20140407 - SCHEDULING PUBLIC HEARING KELTNER ORDER FOR REMOVAL.DOC](#), [20140407 - RESN SCHEDULING PUBLIC HEARING](#)

K. Report and discussion of the 2014 Spring Clean Up Program.

Who is submitting this item. Public Works Director

Documents: [SPRING CLEANUP 2014.DOC](#), [PRESS RELEASE SPRING CLEAN UP 2014.DOCX](#), [2013 SPRING CLEANUP.XLSX](#)

8. 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](#)

9. City Council Information and Reports from Council Members Serving on Boards and Commissions

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 - CITY COUNCIL MEMBERS ON BOARDS AND COMMISSIONS.DOCX](#)

10. 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: March 17, 2014

Requested By: Mayor & City Council

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

1. Invocation: Pastor Tom Boomershine, Central United Methodist Church
2. Pledge of Allegiance
3. Roll Call: _____ Mayor David Krutzfeldt, Council Members:
_____ Caligiuri, _____ Jimenez, _____ Moore, _____ Van Zetten,
_____ Ver Steeg, _____ Walling, _____ Yates.

Explanation:

Not applicable.

Budget Consideration:

Not applicable.

Attachments :

None.



City Council
Communication

Meeting Date: April 7, 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.

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

- Item A. Minutes and reports from city council meetings.**
Staff recommends council receive and file these documents.

- Item B. Board and Commission Minutes:**
Staff recommends council receive and file these documents.

- Item C. Consider payment of claims for March 2014.**

- Item D. Consider approval of an ownership update for Aerie No. 276 Fraternal Order of Eagles, 215 High Avenue East.**
 - No complaints received.

- Item E. Consider approval of a renewal application for a Class B Beer Permit with Outdoor Service from MK Golf Shops dba Matt Sherlock PGA PRO, 1608 Edmundson Drive.**
 - No complaints received.



City Council Communication

Meeting Date: April 7, 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. March 17, 2014 City Council Regular Meeting Minutes
 - 2. April 7, 2014 Agenda

- B. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - 1. March 13, 2014 Historic Preservation Commission Minutes
 - 2. November 25, 2013 Municipal Band Board Minutes
 - 3. January 30, 2014 Municipal Band Board Minutes
 - 4. March 3, 2014 Airport Commission Minutes

Budget Consideration:

Not applicable.

Attachments :

March 17, 2014 City Council Regular Meeting Minutes
February 13, 2014 Historic Preservation Commission Minutes
November 25, 2013 Municipal Band Board Minutes
January 30, 2014 Municipal Band Board Minutes
March 3, 2014 Airport Commission Minutes

OSKALOOSA CITY COUNCIL
REGULAR MEETING
March 17, 2014

The Oskaloosa City Council met in regular session on Monday, March 17, 2014, at 6:00 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Caligiuri, Jimenez, Moore, Van Zetten, Ver Steeg and Walling. Absent: Yates.

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

1. March 3, 2014 City Council Regular Meeting Minutes
2. March 17, 2014 Agenda
3. Receive and file the following reports and communications from advisory and operating boards and commission:
 - a. Water Department Audit Report
 - b. February 10, 2014 Water Board Minutes
 - c. February 24, 2014 Library Board of Trustees Minutes
 - d. March 10, 2014 Planning and Zoning Commission Minutes
4. Renewal application for a Class A Liquor License from Aerie No. 276 Fraternal Order of Eagles dba Fraternal Order of Eagles, 215 High Avenue East.
5. Renewal application for a Class B Beer Permit with Outdoor Service from Southern Iowa Fair and Exposition, 615 North I Street.
6. Financial reports for February 2014.

The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Caligiuri, seconded by Ver Steeg to authorize the Mayor to sign a Renewal of Adopt-A-Highway Application from the Mahaska Ruritan Club for the highway from milepost 179.6 to 182.28. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Caligiuri introduced Resolution No. 14-03-20 entitled "A RESOLUTION TO PARTICIPATE IN THE MAHASKA COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN OF 2015" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 14-03-21 entitled "RESOLUTION APPROVING THE FINAL PLAT OF THE HARDEE'S SUBDIVISION" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

Whereupon the Mayor declared said resolution duly adopted.

It was moved by Caligiuri, seconded by Ver Steeg to approve the request from United Way of Mahaska County for approval of the route for the 6th Annual Live United 5K & Family Day run/walk on Saturday, April 26, 2014, from 9:00 a.m. to 10:30 a.m. beginning at the PAC Center and heading along the bike trail to connect to the west side of town through use of the railroad underpass, Lacey Stadium, and M Avenue West, then reconnect onto the bike trail at the Gorilla Storage location and then back to William Penn PAC Center. The roll was called and the vote was:

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

Whereupon the Mayor declared said motion approved.

Miranda Cummings, Engagement Lead of Blue Zones Project, will give a presentation regarding the Oskaloosa Blue Zones Launch at the April 7 meeting.

It was moved by Moore, seconded by Ver Steeg to approve the appointment of Jakab Huyser to the Civil Service Commission for a four year term ending March 31, 2018. The roll was called and the vote was:

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

Whereupon the Mayor declared said motion approved.

It was moved by Moore, seconded by Ver Steeg to approve the appointment of Janel Campbell to the Historic Preservation Commission to complete an unexpired term that ends December 31, 2014. The roll was called and the vote was:

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

Whereupon the Mayor declared said motion approved.

Jimenez introduced Resolution No. 14-03-22 entitled "A RESOLUTION TO APPROVE AWARD OF CONTRACT TO STEVEN'S CONCRETE INC. FOR AN AMOUNT NOT TO EXCEED \$94,478.00 AND APPROVE A CONSTRUCTION CONTINGENCY NOT TO EXCEED \$9,500.00 FOR THE FIRST AVENUE EAST SIDEWALK PROJECT" and moved its approval. Caligiuri seconded the motion. The roll was called and the vote was:

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

Whereupon the Mayor declared said resolution duly adopted.

Walling introduced Resolution No. 14-03-23 entitled "A RESOLUTION APPROVING CONTRACT AND BOND FOR THE FIRST AVENUE EAST SIDEWALK PROJECT TO STEVEN'S CONCRETE INC. IN THE AMOUNT OF \$94,478.00" and moved its approval. Caligiuri seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 14-03-24 entitled "A RESOLUTION AUTHORIZING STAFF TO SUBMIT A GRANT APPLICATION TO THE MAHASKA COUNTY COMMUNITY FOUNDATION TO PROVIDE FUNDING FOR A SPEED RADAR TRAFFIC SIGN" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Jimenez introduced Resolution No. 14-03-25 entitled "A RESOLUTION AUTHORIZING STAFF TO SUBMIT A GRANT APPLICATION TO THE MAHASKA COUNTY COMMUNITY FOUNDATION TO PROVIDE FUNDING FOR EDMUNDSON PARK DISC GOLF COURSE IMPROVEMENTS" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 14-03-26 entitled "A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION WITH THE MAHASKA COUNTY COMMUNITY FOUNDATION TO PROVIDE FUNDING FOR THE OSKALOOSA RIDES, A FIXED-ROUTE BUS SYSTEM IN OSKALOOSA PROJECT" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

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

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

NAYS: None

Whereupon the Mayor declared said motion approved.

The meeting adjourned to closed session at 6:25 p.m. and reconvened to open session at 7:07 p.m.

It was moved by Moore, seconded by Ver Steeg that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 7:08 p.m.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

CITY OF OSKALOOSA
MINUTES OF THE HISTORIC PRESERVATION COMMISSION
March 13, 2014

The meeting of the Historic Preservation Commission for the City of Oskaloosa was called to order at 12:06 pm on Thursday, March 13, 2014, at the City Hall Conference Room 220 S. Market St. Oskaloosa, Iowa.

COMMISSION MEMBERS PRESENT: Jeff Sisul, Kerri Boender, Wanda Gardner, Julie Hansen.

COMMISSION MEMBERS ABSENT: Margaret Ademeit, Jo Broerman.

CITY STAFF PRESENT: Building Official: Dave Weide.

PUBLIC PRESENT: Applicant: John McCall, Performance Sign & Design; Matt Crawford, Manager, Oskaloosa Sherwin Williams

Minutes from the December 11, 2014 meeting.

Sisul moved to approve the minutes from the December 11, 2013 meeting.

Gardner seconded.

Vote: YES: Sisul, Boender, Gardner and Hansen

NO: None

ABSTAIN: None

ABSENT: Ademeit and Broerman

MOTION CARRIED

Consider approval of signage for 117 High Avenue West.

The applicant proposed a new sign that would be the same as the existing sign with the addition of some color added to the "Cover the Earth" logo. The applicant stated the sign would be installed in the existing cabinet. Commissioner Gardner asked if the sign would be back lit. The applicant responded that it would. Sisul explained that the historic district guidelines do not recommend signs that are back lit. He stated the colors were OK with him but he would like to see the sign externally lit. The applicant stated that the proposed sign with internal lighting was a Sherwin Williams Company standard. He would have to take the Commissions recommendations back to the corporate offices and they would have to work on a new design. Commissioner Hansen asked if Sherwin Williams had other stores located in historic districts. Hansen went on to state Sherwin Williams could possibly use a design already approved by another historic commission. The applicant asked if the under awning sign could be approved. The Commission agreed not to approve it.

The Commission members continued their discussion regarding the sign and lighting. The Commission agreed to allow the sign as proposed, with internal lighting, to be installed on the north (back) of the building.

Sisul moved to approve the sign on the back of the building with internal lighting.

Boender seconded.

Vote: YES: Sisul, Boender, Gardner and Hansen

NO: None
ABSTAIN: None
ABSENT: Ademeit and Broerman,
MOTION CARRIED

Sisul moved to approve a flat sign using the proposed sign colors and design. Signs on the front of the building should have external lighting as recommended in the Historic District Guidelines.

Boender seconded.

Vote: YES: Sisul, Boender, Gardner and Hansen

NO: None

ABSTAIN: None

ABSENT: Ademeit and Broerman,

MOTION CARRIED

Commissioner Hansen excused herself from the meeting at 1:05pm because of a prior commitment.

Commissioner Gardner proposed the Commission consider recognizing contractors and building owners who have worked towards improving the appearance of the historic district. It was suggested the Commission could work with the Chamber of Commerce in issuing awards. Chairperson Sisul stated he would contact the Chamber.

The Commission asked Staff if an ordinance could be proposed to the City Council which would require all non-conforming signs in the historic district be removed by a specific date. Staff agreed to look into it.

Sisul moved to adjourn the meeting at 1:16pm

Gardner seconded.

Vote; YES: Sisul, Boender and Gardner

NO: None

ABSTAIN: None

ABSENT: Ademeit, Hansen and Broerman

MOTION CARRIED

Meeting adjourned at 1:16pm.

Minutes by Dave Weide

OSKALOOSA CITY BAND BOARD

Monday, November 25, 2013

The City Band Board met by email.

Tom Richardson presented the following information and proposed the budget for the coming year:

We need to have city band budget turned into City Hall by mid December.

Below is the budget we've used for 2012 and 2013.

From the last report Pam sent out we still have \$950 left over from the 2013 budget and since we didn't have any concerts rained out, etc. it appears that this amount will take care of us in 2014 for a full season. **Before sending turning this in** I'd like to hear from each of you with any comments or questions on this. Thanks.

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

\$1500 Secretary

\$500 personnel/liaison

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

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

\$0 Singer for concerts - volunteers

\$0 announcer for concerts - volunteer

\$0 Set up for concerts - volunteers

Total Salaries and Wages: \$17,650

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

Total Gift Fund: \$7,327.33 Any plans to use this in 2014???

The City Band Board members approved the budget as presented.

Respectfully submitted,

Prudy Olson

City Band Secretary

150TH ANNIVERSARY OF OSKALOOSA MUNICIPAL BAND

Thursday, January 30, 2014

Smokey Row

7:00 p.m.

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

We discussed different options for celebrating 150 years as a band:

We decided not to have a festival with area town bands participating.

We will invite previous conductors of the band to be guest conductors during concerts this summer. Ed Huckleby, Barnhouse composer, is also a possibility. Tom and Bruce will contact them.

We would like to invite a drum corps to perform before or after a city band concert. It might be necessary to pay them to come. Perhaps the city could help with that expense? Doug Nimtz will check into this.

We could have a picnic in the park again with the Band Boosters providing the food.

We could have drawings for prizes.

We would like to invite alumni band members to perform with the band either all on a special evening or if that doesn't work, recognize alumni on any week that they are able to perform. This could be held in conjunction with the picnic in the park. Prudy will check old payroll lists for names of alumni members.

Tom Richardson will head a steering committee to plan for this celebration and will ask for volunteers from among city band members to help. Prudy will send out an email from Tom to band members. Carolyn Brickley also volunteered to help if needed.

It was suggested that we make use of local media to help advertise this celebration. Bruce Peiffer could give interviews for the Herald, CRI News, etc., before the band season starts to build enthusiasm.

Should we have banners to help celebrate the 150th? Could the city help with that expense?

Barnhouse has a picture of 1898 band members.

It was suggested that Mayor Krutzfeldt could read the story about the dry well under the bandstand during a concert.

In other business:

It was suggested that the band play the Osky Fight Song at Sweet Corn Serenade.

Some band members need a band shirt. Tom will check into this through the Musco Shirt Shop or the Band Spirit Store.

Our next meeting will be towards the end of February. Tom will arrange it.

Respectfully submitted,

Prudy Olson

City Band Secretary

MINUTES
OSKALOOSA AIRPORT COMMISSION
March 3, 2014

Meeting of the Oskaloosa Airport Commission was called to order at 4:37 p.m. on Monday, March 3, 2014.

1. ROLL CALL: Roll was taken with the following present: Steve Brown, Kelly Wheeler, Kraig Van Hulzen, James Johnson and Jerry Strunk [Midwest Aviation].
2. APPROVAL OF THE MINUTES: Moved by Kraig Van Hulzen and seconded by Kelly Wheeler to approve the minutes of the February 3, 2014 meeting. Motion carried.
3. FINANCIAL REPORT: Moved by Kelly Wheeler son and seconded by Kraig Van Hulzen to approve the financial report. Motion carried.
4. REVIEW AND APPROVE BILLS: Moved by Kraig Van Hulzen and seconded by Kelly Wheeler to pay bills totaling \$4,083.50. Motion carried.
5. MANAGER'S REPORT: See attached.
6. OLD BUSINESS:
 - a) 2013 Drainage project: James Johnson moved to approve pay request number 3 in the amount of \$5,703.45 from DeLong Construction, Inc. for work completed on the storm sewer outfall reconstruction project. Kraig Van Hulzen seconded. Motion carried.
 - b) Door on maintenance hangar: Schweiss Doors is ready to install the new door when weather permits.
 - c) Fixed Base Operator: We are waiting on the contract extension agreement from City Attorney David Dixon.
 - d) Improving security in the office: Discussed the proposal from AKG Construction Service for \$4,450. It was decided to look at other options.
 - e) Entrance signs: Received a proposal from Champion Storage & Signs for \$4,795 to replace the signs at both the highway and airport entrance. Jerry Strunk was asked to get a proposal to just replace the highway sign.
 - f) Security lights: Reviewed the proposal from Atwood Electric for \$3,216.08 [plus \$554.29 if a new pole is needed] for additional security lights. Jerry Strunk was asked to get an estimate of the annual cost to operate the lights, plus the cost of adding lights inside the maintenance hangar that would be activated by motion detectors.

7. NEW BUSINESS:

- a) FCC License for NDB: Received notification that our application is "in return status". Jerry Strunk will contact Fairchild Communications to see what needs to be done.
- b) Caution signs in maintenance hangar: Jerry Strunk would like to paint yellow caution strips on the floor at the two inside doorways into the maintenance hangar because there is a tripping hazard. Kelly Wheeler moved to hire AKG Construction Services to do the work per their quote of \$300. Kraig Van Hulzen seconded. Motion carried.
- c) March meeting date: The date of Monday, April 7th was acceptable to everyone.

8. ADJOURN: It was moved by James Johnson to adjourn at 5:27 p.m. Motion was seconded by Kelly Wheeler. Motion carried.

MWA @ OOA

FEBRUARY 2014

Oskaloosa Municipal Airport Monthly Report

Fuel sales: 100LL (\$6.01) 1184 gal., Jet A (\$5.49) 374 gal.

Total fuel sales for February 2014= 1558 gal. X .05=\$77.90.

Plus telephone: \$15.28.

Total owed OOA= \$93.18.

- **Still staying busy in shop.**
- **Flight ops are a little better.**
- **Aircraft sales and inquiries are up some.**
- **Fuel sales are up.**
- **The snow plows are staying busy.**
- **This winter has been pretty tough.**
- **However, It's one day closer to Spring.**

UP, UP AND AWAY @ OOA



City Council
Communication
Meeting Date: April 7, 2014
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider payment of claims for March 2014.

Explanation :

A list of claims for March 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

COUNCIL CLAIMS LIST



City of Oskaloosa, IA

Access Systems	Computer repair - server	142.50
	Computer services	47.50
Ahlers & Cooney P.C.	Professional Services - Labor Negotiations	478.00
Allied Gas & Chemical	Supplies	75.00
Aramark Uniform Services	Rubber mats	72.59
Arnold Motor Supply	Supplies	13.39
	Supplies	72.32
	Supplies	39.26
	Supplies	64.56
	Supplies	68.87
	Wiper blades	74.09
	Oil dry	21.32
	Tools	16.90
	Filters	36.08
	Filter	14.09
	Floor mat	66.09
	Lamp	11.72
	Parts for repair	72.86
	Tools	29.39
	Axle switch	62.29
Asphalt Zipper Inc.	Trispec bit	287.00
Baker Group	Quarterly maintenance	2,233.00
Barco Municipal Products Inc	Shovels	217.07
Bill & Ray's Auto Service Inc	Taillights	130.47
	Supplies	12.84
	Supplies	13.42
Bret Braafhart	Professional services	225.00
Brick, Gentry, Bowers, Swatz & Levis, PC	Professional services	660.00
Bruening Rock Products Inc	Ice control sand	837.83
Carriker Ford	Vehicle repair	111.05
Central Pump & Motor LLC	Pool pump	4,069.42
Certified Pest Control	Pest control	30.00
	Pest control	30.00
Continental Research Corporation	Weed killer	462.00
Creative Product Sourcing Inc-DARE	DARE supplies	53.25
Davis Equipment Corporation	Parts for mower repair	2,472.79
Ed Roehr Safety Products	Taser batteries	175.88
Eric Dickinson	Below 100 Training	205.41
Fire Service Training Bureau	Training fees - Groom	50.00
	Training - Haroldson	75.00
	Training fees - Johnson	50.00
	Training - Groom, Johnson	100.00
Fisher Scientific	Electrodes for main meter lab	1,176.81
Gall's Inc.	Uniforms	240.13
	Uniforms	87.67
	Uniforms	35.70

	Uniforms	38.15
Government Finance Officers Association	Annual membership - Miller	190.00
Grinnell Volunteer Fire Department	Fire Dept training	400.00
Hach Company	Lab chemicals	442.68
Haines Auto Supply	Oil	157.73
	Filters	318.08
	Brake pads	49.02
	Flywheel	39.20
	Fuel hose	19.85
	Emergency flasher	17.76
	Filter	4.87
	Tools	57.71
Hawkeye Truck Equipment	Plow blades	460.00
Heiman Inc.	Supplies	27.48
Henderson Products Inc	Control valve assembly	423.00
	Parts for sand spreader repair	479.75
	Return valve	-582.00
Heslinga, Dixon, Moore & Hite	Legal services	170.00
Highway 92 Walnut Co	Parts for chain saws	55.60
Hutchinson Salt Company	Salt	12,532.29
Indian Hill Community College	Fire school	270.00
Indian Hills Regional Development	Annual membership	688.00
Interstate Battery Systems	Battery	88.95
Iowa Department of Justice	Forfeiture money	102.60
Iowa League of Cities	Webinar - Weiss	35.00
	ECIC meeting	45.00
Iowa Prison Industries	Street signs	18.10
	Street signs	456.50
Kelderman Manufacturing Inc	Pool railing	15.00
	Curb shoes for snow plow	280.98
Lappin Tire	Tire repair	15.00
	Tire repair	15.00
	Tire repair	43.32
Mahaska Co Highway Dept	Fuel	75.13
	Fuel	1,018.79
	Fuel	70.20
	Fuel	4,697.10
	Fuel	3,083.61
	Fuel	522.26
Mahaska Communication Group LLC	Telephone services	69.71
	Telephone services	63.76
	Telephone services	75.78
	Telephone services	1,224.63
	Telephone services	40.30
	Telephone services	62.08
	Telephone services	170.28
Mahaska County E911 Service	Quarterly contribution	34,300.75
Mahaska County Emergency Management Agency	CPR cards	170.00
Mahaska Drug	Medications	24.10
Mahaska Health Partnership	Professional services	58.00
	Professional services	130.00
	Professional services	130.00

	Professional services	130.00
	Professional services	130.00
	Professional services	65.00
Martin Marietta Materials	Road stone	429.79
	Road stone	2,189.02
	Road stone	1,605.43
Matheson Tri-Gas Inc	Welding supplies	119.19
MidAmerican Energy	Utilities	138.05
	Utilities	137.68
	Utilities	107.57
	Utilities	265.77
	Utilities	55.76
	Utilities	67.10
	Utilities	2,165.99
	Utilities	190.77
	Utilities	1,733.74
	Utilities	11,451.72
	Utilities	51.52
	Repair damaged electric utility pole	1,172.08
	Utilities	10,291.31
Mid-Iowa Solid Waste Equip Co Inc.	Cable for sewer camera	509.55
Midwest Sanitation	Waste removal - City Hall	65.00
Midwest Wheel Companies	Chains for loader	446.16
MPT Iowa Inc	Anti-virus program	1,412.80
Murphy Tractor & Equipment Co	Supplies	59.43
Norris Asphalt Paving Inc	Cold patch	2,273.60
	Cold patch	2,095.80
O'Reilly Auto Parts	Wiper fluid	14.94
Orscheln Farm & Home	Supplies	53.68
	Supplies	3.62
Oskaloosa Area Chamber &	Quarterly contribution	7,500.00
Oskaloosa Herald/Shopper	Publications	695.97
Oskaloosa Service Center Inc	Vehicle repairs	45.20
	Vehicle repairs	130.88
	Quick lube	30.20
	Repair vehicle	194.95
	Quick lube	30.20
Oskaloosa Water Dept	Fax location service	17.70
	January credit card fees	139.45
Philip L. Ascheman PH.D.	Professional services	180.00
Premier Office Equipment Inc.	Copier maintenance	253.12
Public Financial Management Inc	Annual retainer	6,000.00
Quill Corporation	Office supplies	25.08
Roe Heating & Refrigeration	Repair furnace	132.75
	Repair furnace	281.75
Rohrbach Associates PC Architects	Professional Services - Fire Station	8,195.40
Schumacher Elevator Company	Scheduled maintenance	197.99
Staples Credit Plan	Copy paper	269.90
The Office Center Inc.	Ink cartridges	40.21
	Copier maintenance	41.67
Tompkins Industries Inc.	Hydraulic fitting	103.51
	Supplies	46.61

Trans-Iowa Equipment LLC	Parts for repair	95.33
	Parts for sweeper	283.69
True Value Hardware	Supplies	18.56
	Supplies	8.26
	Supplies	8.97
	Supplies	30.94
	Supplies	13.98
	Tools	12.99
	Supplies	8.48
	Supplies	20.18
	Paint	13.17
	Supplies	20.72
	Returned item	-5.49
	Batteries	33.98
	Supplies	4.58
	Supplies	27.78
	Tools	16.99
	Supplies	12.77
	Supplies	5.67
U.S. Cellular	Telephone services	26.76
	Telephone services	104.71
UnityPoint Clinic-Occupational Medicine	Professional services	37.00
Verizon Wireless	Broadband services	214.67
Vermeer Corporation	Clutch assembly	1,353.57
Walmart Community/GEGRB	Supplies	12.76
	Supplies	13.76
	Medications	4.00
		<hr/>
		145,265.05



MANUAL CHECK REPORT

Amazon	Library materials	2,356.03
American Public Works Assoc - Iowa Chapter	Registration - Pal	235.00
American Public Works Assoc - Iowa Chapter	Registration - Equip Maint & Operation Session	700.00
Certified Pool Trainers	Registration - Bork	125.00
David D. Dixon	March legal fees	2,200.00
David Weide	Reimburse travel expense	605.20
DeLong Construction Inc	Final payment - Airport Storm Sewer Reconstruction	5,703.45
Delta Dental of Iowa	Dental insurance	341.00
Dustin Lanphier and Leighton Bank	Purchase of property - North G St	29,722.92
Edward D Jones	Savings Edward Jones	400.00
Edward D Jones	Savings Edward Jones	400.00
Fidelity Security Life Insurance Company	Vision insurance	203.16
Grant Vroegh	Reimburse certification expense	86.50
I.U.P.A.T. District Council 81	Union dues	244.11
Iowa Section-AWWA	Registration - McMains	70.00
Iowa Workforce Development	1st quarter unemployment contribution	8,942.78
LOCAL 636, IAFF	Fire union	225.00
Madison National Life	March life insurance premiums	405.54
Mahaska Comm Recreation Foundation Inc.	March hotel/motel tax	19,955.45
Mahaska County Recorder	Record property purchase 207 North G St	60.00
Michael Schrock Jr.	Reimburse travel expense	185.92
Misty Dawne White-Reinier	March legal fees	1,800.00
Nathan Wiley	Reimburse travel expense	48.00
Nathan Wiley	Reimburse meal expense	11.82
Oskaloosa Community Schools	March local option sales tax	76,758.15
PPME 2003 IBPAT	Police union dues	355.71
Premier Office Equipment Inc.	Copier maintenance	333.18
Sunlife Financial	March stop-loss premium	12,580.05
United Way	United Way	25.83
Visa Card Center	Library supplies	383.10
		165,462.90
	March payroll	257,911.00
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
Neff, Mark	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
Willey, Nathan	Cell phone reimbursement	20.00



City Council
Communication
Meeting Date: April 7, 2014
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider approval of an ownership update for Aerie No. 276 Fraternal Order of Eagles, 215 High Avenue East.

Explanation:

The ownership update is complete and in order for approval.

Staff recommends approval.

Budget Consideration:

None

Attachments :

None



City Council
Communication
Meeting Date: April 7, 2014
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider approval of a renewal application for a Class B Beer Permit with Outdoor Service from MK Golf Shops dba Matt Sherlock PGA PRO, 1608 Edmundson Drive.

Explanation:

The application is complete and in order for approval.

Staff recommends approval.

Budget Consideration:

\$300.00 revenue to the General Fund.

Attachments :

None



City Council Communication

Meeting Date: April 7, 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) Planning and Zoning Commission - One vacancy to fill upon appointment to complete an unexpired term that ends April 30, 2017; and three vacancies to fill to serve five year terms that begin May 1, 2014 and end April 30, 2019. 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)
- c) Water Board - One vacancy to fill to serve a six year term that begins July 1, 2014 and ends June 30, 2020. This is a three member board that typically meets the first Monday of the month after the 10th. (3 males currently serve)



City Council
Communication
Meeting Date: April 7, 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: April 7, 2014
Requested By: City Manager
Department

Item Title:

Consider a request from Miranda Cummings, Engagement Lead of Blue Zones Project, to give a presentation regarding the Oskaloosa Blue Zones Launch.

Explanation :

The Blue Zones Project™ is a community well-being improvement initiative designed to make healthy choices easier through permanent changes to environment, policy, and social networks. Oskaloosa Blue Zones will be hosting a Blue Zones Launch Monday, April 14, at the Oskaloosa High School with doors opening at 5:00 pm.

Budget Consideration:

Not applicable.

Attachments :

Blue Zones Fact Sheet.

Frequently Asked Questions

Q: How can I contact the Blue Zones Project ?

Phone: 641.672.3104

Email: bluezonesprojectoskaloosa@healthways.com

Online: www.bluezonesproject.com

Q: Where can I find more information about the Blue Zones Project?

Visit us online at www.bluezonesproject.com, “like” us on Facebook (Blue Zones Project Oskaloosa), or follow us on Twitter @BZP_Oskaloosa for real-time updates on what’s happening with the Blue Zones Project™.

Q: What is the Blue Zones Project?

Blue Zones Project™ is a community-wide well-being improvement initiative designed to make healthy choices easier through permanent changes in environment, policy, and social networks. By helping people live longer, better through behavior change, communities can lower healthcare costs, improve productivity, and boost national recognition as a great place to live, work, and play.

Q: Where did the concept of the Blue Zones Project come from?

The Blue Zones Project is inspired by research about the regions of the world with the highest concentrations of centenarians (people who live to be 100 years or older). There are five Blue Zones regions: Loma Linda, California; Okinawa, Japan; Nicoya, Costa Rica; Sardinia, Italy; and Ikaria, Greece. These areas share nine common traits that contribute to people’s longevity, **called the Power 9®**, and you can learn more about them in National Geographic Magazine and the New York Times best-selling book, *The Blue Zones: Lessons for Living Longer from the People Who’ve Lived the Longest*.

In 2009, Blue Zones led a pilot in Albert Lea, Minnesota. Measurable success was achieved by integrating healthy environmental interventions in four areas: inner self, habitat, social network, and community. Just one year later, Blue Zones partnered with Healthways to replicate the Albert Lea experience in three California communities: Hermosa Beach, Manhattan Beach, and Redondo Beach.

This well-being movement spread in 2011 when Blue Zones and Healthways joined forces again to deliver the Blue Zones Project™ to ten communities in Iowa **sponsored by Wellmark® Blue Cross® and Blue Shield®**. Wellmark made the decision to bring the Project to Iowa as a long term investment in making lasting and sustainable change to the health and well-being of Iowans.

Q: Is there evidence that supports the effectiveness of this community-wide initiative?

Yes. The Blue Zones Project puts into practice many proven approaches to promoting health and longevity. It coordinates across multiple community sectors—including individuals, schools, worksites, restaurants, grocery stores, and government—to achieve an even greater impact. The results of a one-year pilot project in Albert Lea, Minnesota, include:

- An average weight loss of two pounds for participating residents
- An increase in average life expectancy of 2.9 years
- A 20% reduction in absenteeism for top local employers
- Active participation from 60% of the city's local restaurants, 51% of its largest employers, 100% of its schools, and 27% of its citizens

Q: What specific things are planned in Oskaloosa ?

There are many strategies for improving well-being. Not all will be necessary or applicable in Oskaloosa. All strategies will be chosen based on the Blue Zones Project team's community assessment and the Blueprint planning done by a core leadership team, made up of citizens and leaders from Oskaloosa.

Some of the typical changes you can expect:

- Walking school buses that provide students with at least a mile of walking each day
- Partnerships with local grocery stores to promote healthy foods
- Creation of walking and biking paths that promote human-powered transportation
- Establishment of walking groups, or moais, that encourage social engagement
- Helping local restaurants change menus to include more appealing, healthier choices
- Reducing snacking and increasing physical activity in schools
- Minimizing the accessibility of junk foods in the workplace

Employers (public, private, and not-for-profit) will be offered no-cost tools to improve employee productivity and well-being. Individual residents will have access to free tools that will help them create healthier surroundings for themselves, too.

Q: How will the Blue Zones Project identify opportunities within Oskaloosa ?

Experts from across the country will work with Oskaloosa to assess the community, create a blueprint of large- and small-scale changes to improve the health and well-being of residents, and then coordinate existing and new efforts to bring about changes that will bring the greatest benefit to community members.

Q: What is the project's goal?

To improve the well-being of residents, as measured by the Gallup-Healthways Well-Being Index®.

Q: What will be asked of residents, cities, schools , and businesses?

Residents will get involved through participation in activities like purpose workshops, cooking classes, and walking moai groups. Civic leaders will also play a key role in overseeing the initiative and encouraging public participation.

Restaurants, employers, schools, and other organizations can participate by pledging to make changes that will create healthier environments for customers, employees, students, and community residents. The Blue Zones Project team will provide a list of suggestions for groups to choose from and can help get them started.

Q: What is Oskaloosa's role?

Oskaloosa learned of the opportunity to apply for Blue Zones Project demonstration site status and submitted an application in August 2012. In January 2013, Oskaloosa was chosen to become a Blue Zones Project demonstration site and has committed to taking actions that will create a healthier community to help its residents live happier and longer lives. Oskaloosa is now working towards achieving Blue Zones Community™ certification.

Q: Why was Oskaloosa chosen to become a Blue Zones Project demonstration site?

Oskaloosa demonstrated the civic leadership, citizen motivation, and overall community readiness to carry out a large-scale, community-wide initiative such as this. And although the community has many strengths, it also faces some challenges that can have an adverse effect on residents' health and well-being; for example, obesity, stress and childhood poverty. The Blue Zones Project will help Oskaloosa create the changes needed to help residents overcome these challenges and start their journey toward community well-being improvement.

Q: What does it take to become a certified Blue Zones Community?

Being designated as a demonstration site is just the beginning. To become a certified Blue Zones Community:

- At least 20% of citizens must sign the Personal Pledge and complete one action,
- At least 25% of public schools must become a Blue Zones School®,
- At least 50% of the top 20 community-identified employers must become a Blue Zones **Worksite**®,
- At least 25% of independently or locally owned restaurants must become a Blue Zones **Restaurant**®,
- At least 25% of grocery stores must become a Blue Zones **Grocery Store**®, and
- The community must complete the Blue Zones Community Policy Pledge.

More information on all of these tools and resources can be found at www.BlueZonesProject.com.

Q: How can I become more involved?



Sponsored by



Individual residents can get more involved by becoming a Blue Zones Project **volunteer** or **ambassador**. Volunteers and ambassadors help spread the word, support our efforts, and are key to the success of the Project. A variety of opportunities are available, based on an individual's unique interests and skills. Contact the Blue Zones Project Oskaloosa team at: bluezonesprojectoskaloosa@healthways.com or call 641.672.3104 to learn more. You can also find volunteer opportunities at www.volunteermahaska.org.

Q: How does the Blue Zones Project approach differ from other health initiatives?

Many traditional health initiatives offer mainly diet and exercise programs that are right-minded, but rarely sustainable over time. Additionally, they are often narrowly focused on physical health and are often put into practice without consideration for existing community engagement programs.

The Blue Zones Project focuses instead on comprehensively changing a community's built environment so that individuals are nudged into making healthy choices. The Blue Zones Project is unique because it takes a systematic environmental approach to improving well-being through policy, building design, social networks, and the built environment. By optimizing our environments - those settings where we live, work, and play, which influence our behavior - we can make the healthy choice the easy choice so that we naturally adopt healthy behaviors.

Q: Why did Wellmark decide to bring the Blue Zones Project to Iowa ?

Iowa, like every other state in the nation, is spending significant dollars on health issues. Billions of dollars a year go towards managing preventable diseases, and billions more are invested in diets, exercise programs and supplements that are not working to improve our country's overall health. Unless the fundamental health and well-being of Iowa's population improves, healthcare costs will continue to rise, eventually outpacing many families' ability to afford coverage. The Blue Zones Project is a critical step in making a positive impact on the volume of healthcare services being used, which is a key driver in healthcare cost. Improving our overall health and well-being is the ultimate "health insurance."

Q: How long will the Project last, and what are the phases?

The Blue Zones Project will go from January 1st, 2014 to July 30, 2015. The process will help the community set priorities and identify people to serve on committees to implement the various initiatives. It's also a great time for individuals to get online, pledge, and use the tools to set up their home for greater well-being benefits. Starting in June, there will be about ten big initiatives underway, based on our community-identified Blueprint plan.

Q: Who are Healthways , Blue Zones , and Wellmark ?



Healthways . Healthways, a well-being improvement company, is a public company headquartered in Nashville, Tennessee, that has been dedicated to a singular mission to create a healthier world—one person at a time. For three decades, Healthways has been focused on working with individuals to:

- Adopt healthy behaviors,
- Lessen lifestyle-related health risks (like obesity, smoking, etc.), and
- Manage chronic disease through proactive solutions and interventions rooted in evidence-based science and medicine.

For more information, visit www.healthways.com.

Blue Zones. Blue Zones employs evidence-based ways to help people live longer, better. The company’s work is rooted in The New York Times best-selling books *The Blue Zones* and *Thrive*—both published by National Geographic books. In 2009, Blue Zones applied the tenets of the books to Albert Lea, MN, and successfully raised life expectancy and lowered healthcare costs for city workers by 40%. Blue Zones takes a systematic, environmental approach to well-being that focuses on optimizing policy, building design, social networks, and the built environment. The Blue Zones Project is based on this innovative approach. For more information, visit www.bluezones.com.

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City Council
Communication
Meeting Date: April 7, 2014
Requested By: City Manager
Department

Item Title:

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

Explanation :

Dawn Collins, Executive Director of the Mahaska County YMCA, will attend the city council meeting to give a presentation on the Mahaska County YMCA Annual Report for 2013. The annual report is included in your agenda packet.

Receive report.

Budget Consideration:

None.

Attachments :

None.



City Council
Communication
Meeting Date: April 7, 2014
Requested By: City Manager
Department

Item Title:

Consider request from Main Street Oskaloosa and the Oskaloosa Area Chamber & Development Group for approval of street closures for 2014 Chamber events.

Explanation :

Main Street Oskaloosa and the Oskaloosa Area Chamber & Development Group are requesting approval of street closures for Friday After Five events, Art on the Square, the Sweet Corn Serenade, and the Lighted Christmas Parade. The request for street closures for the downtown tree lighting event on Friday, December 5, 2014, will need to be placed on a future agenda when the details for the event are known. The attached request outlines the details for each event.

Budget Consideration:

Attachments :

Request and map for Lighted Christmas Parade

STREET CLOSURE REQUEST FOR 2014 Oskaloosa Chamber Events

To make this easier all the closures and equipment for each event is the same as it has been in the past.

Friday After 5 Events - 5:00pm to 8:00pm

STREET CLOSURE REQUEST FOR FRIDAY AFTER FIVE EVENTS FOR 2013 –

We will close South 1st Street between High Ave. East and 1st Ave. East from 3:30 pm to 9:00 pm on the following dates:

We will close the streets if you will get us the following:

24 stanchions, 10 barricades, 15 barrels, 20 cones

Friday, May 30

Friday, June 6

Friday, June 13

Friday, June 20

Friday, June 27

This is the same location as the last nine years.

June 14, 2014 – Saturday - Art on the Square 10 am – 4 pm

Main Street Oskaloosa would like for South 1st Street between High Ave. E and 1st Ave. E be blocked off on June 8, 2013 from 6:00am to 6:00pm for Art on the Square. In this area Artist will load and unload their show items and Food Vendors will be set-up during the show providing drinks and various foods.

July 31, 2014 – Thursday Sweet Corn Serenade Noon – 9 pm

Main Street Oskaloosa would like to request that South 1st Street between High Ave. E and 1st Ave. E AND 1st Ave. East from Market to South 1st AND High Avenue East between 1st and Market be closed from 6:00am to 10:00pm on August 1, 2013 for Sweet Corn Serenade. We would hope to allow parking on the south side of 1st Ave. East and north side of High until 2 pm.

We also need to close 1st Avenue East at South 1st Street on Wednesday, July 31st, at 4:30 pm to put a semi-trailer in place to build the stage and keep it closed until 10 pm on Thursday.

October 30, 2014 – Thursday - Trick or Treat Parade 4 pm

City-wide Trick or Treat is set by Mayor and it is also October 30st 6:00 to 8:00. No roads blocked!

Dec. 4, 2014 – Thursday Lighted Christmas Parade 5 – 8 pm **One Night Only**

Please refer to the enclosed map for this year's route (same as last year). We are requesting permission from you and the State DOT to block off South Market Street from A Ave. to 3rd Ave. East from 6:45 p.m. to approximately 8:30 p.m. on Thursday night. We also request permission to close three blocks of South First St. & South Third St. from A Ave. East to 2nd Ave. East, and four blocks of South Second Street from A Ave. East to 3rd Ave. East Thursday during the parade. See enclosed map for parade route & street closings.

Street closing requests for the parade line-up area: High Avenue E, 1st Ave. East and 2nd Ave. East from South 3rd Street to South 11th Street. As in the past the line-up will be on one side of the street allowing for emergency traffic.

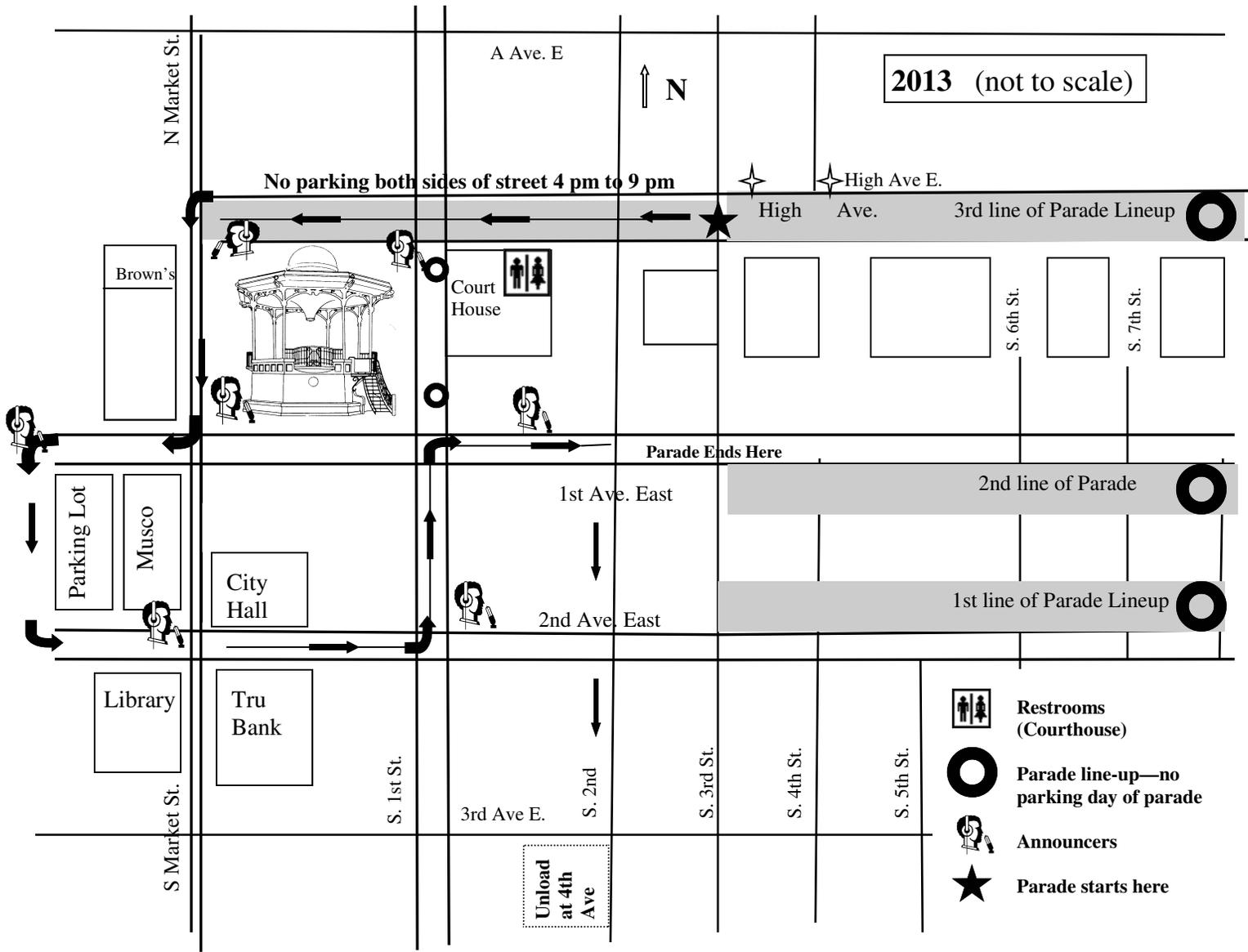
Dec 5, 2014 – Friday Night - Tree Lighting Event in Downtown Square. Street Closings details will follow as the event is still in the planning stage.

I hope this request I have submitted meets with your approval. Should you have any question about any event, please feel free to contact me. All the information and closings are the same they have been for that last few years. Nothing new!!!

Thanks,

Karen Hafner
672-2591

2013 (not to scale)





City Council
Communication

Meeting Date: April 7, 2014

Requested By: Mayor & City Council

Item Title:

Consider appointments to the Oskaloosa Municipal Housing Agency.

Explanation :

There are two vacancies on the Oskaloosa Municipal Housing Agency for unexpired terms - one for a term that ends February 28, 2015 and one for a term that ends February 29, 2016. The city has received applications from Matt Montavon, Linda Russell and Robert Hubbell. Appointments to the Municipal Housing Agency are made by Mayor with City Council approval. The agency typically meets quarterly. Currently one male and two females serve.

Budget Consideration:

Not applicable.

Attachments :

Applications from Matt Montavon, Linda Russell and Robert Hubbell.

Marilyn Johannes

From: noreply@civicplus.com
Sent: Monday, March 17, 2014 9:51 AM
To: Marilyn Johannes
Subject: Online Form Submittal: Application for Board or Commission

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

Application for Board or Commission

Board or commission applying for (choose one from list):*	[Municipal Housing Agency V]
Board or commission not listed above:	
Name of applicant:*	Matt Montavon
Address of Applicant*	1704 Kemble Dr Oskaloosa, IA 52577
Phone number (day)*	515-210-1793
Phone number (evening)	
Email address:*	matt.montavon@yahoo.com
Would you like to be interviewed for this position?*	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Why are you interested in this position?*	To ensure funding is properly allocated to the individuals applying for such funding.
Your experience that would be beneficial to the board or commission:*	I have spend several years in and out of homes and communicating which individuals seeking such funding and understand their needs and wants.
Other civic experience:	

* indicates required fields.

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

Board or commission applying for (choose one from list):: Municipal Housing Agency

Board or commission not listed above::

Name of applicant:: Matt Montavon

Address of Applicant: 1704 Kemble Dr
Oskaloosa, IA 52577

Phone number (day): 515-210-1793

Phone number (evening):

Email address:: matt.montavon@yahoo.com

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

Why are you interested in this position?: To ensure funding is properly allocated to the individuals applying for such funding.

Your experience that would be beneficial to the board or commission:: I have spend several years in and out of homes and communicating which individuals seeking such funding and understand their needs and wants.

Other civic experience::

Additional Information:

Form submitted on: 3/17/2014 9:51:28 AM

Submitted from IP Address: 207.199.221.52

Referrer Page: <http://www.oskaloosaiowa.org/index.aspx?nid=166>

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

Marilyn Johannes

From: noreply@civicplus.com
Sent: Thursday, March 13, 2014 8:37 AM
To: Marilyn Johannes
Subject: Online Form Submittal: Application for Board or Commission

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

Application for Board or Commission

Board or commission applying for (choose one from list):*	[Municipal Housing Agency V]
Board or commission not listed above:	
Name of applicant:*	Linda Cowger Russell
Address of Applicant*	1015 3rd Ave E Oskaloosa, IA 52577
Phone number (day)*	641-660-0528
Phone number (evening)	641-673-5891
Email address:*	donaldduck1940@hotmail.com
Would you like to be interviewed for this position?*	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Why are you interested in this position?*	Recently moved to Oskaloosa and want to be involved within the community.
Your experience that would be beneficial to the board or commission:*	I have worked within the Des Moines Banking community for over 40 years.
Other civic experience:	I was a volunteer and on the Community Advisory Board for the Iowa Homeless Youth Shelters in Des Moines for 10n years.

* indicates required fields.

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

Board or commission applying for (choose one from list):: Municipal Housing Agency

Board or commission not listed above::

Name of applicant:: Linda Cowger Russell

Address of Applicant: 1015 3rd Ave E
Oskaloosa, IA 52577

Phone number (day): 641-660-0528

Phone number (evening): 641-673-5891

Email address:: donaldduck1940@hotmail.com

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

Why are you interested in this position?: Recently moved to Oskaloosa and want to be involved within the community.

Your experience that would be beneficial to the board or commission:: I have worked within the Des Moines Banking community for over 40 years.

Other civic experience:: I was a volunteer and on the Community Advisory Board for the Iowa Homeless Youth Shelters in Des Moines for 10n years.

Additional Information:

Form submitted on: 3/13/2014 8:37:25 AM

Submitted from IP Address: 208.126.105.233

Referrer Page: <http://www.oskaloosaiowa.org/index.aspx?NID=166>

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

Marilyn Johannes

From: noreply@civicplus.com
Sent: Tuesday, January 28, 2014 12:04 AM
To: Marilyn Johannes
Subject: Online Form Submittal: Application for Board or Commission

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

Application for Board or Commission

Board or commission applying for (choose one from list):* [Municipal Housing Agency V]
Board or commission not listed above:
Name of applicant:* Robert Hubbell
Address of Applicant* 110 11th Ave east
Phone number (day)* 2953481
Phone number (evening) 2953481
Email address:* rehubbellsr@yahoo.com
Would you like to be interviewed for this position?* Yes No
Why are you interested in this position?* to make sure the laws are enforced people have opportunity to get help with housing
Your experience that would be beneficial to the board or commission:* im caring person i want the best for our community
Other civic experience:

* indicates required fields.

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

Board or commission applying for (choose one from list):: Municipal Housing Agency

Board or commission not listed above::

Name of applicant:: Robert Hubbell

Address of Applicant: 110 11th Ave east

Phone number (day): 2953481

Phone number (evening): 2953481

Email address:: rehubbellsr@yahoo.com

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

Why are you interested in this position?: to make sure the laws are enforced people have opportunity to get help with housing

Your experience that would be beneficial to the board or commission:: im caring person i want the best for our community

Other civic experience::

Additional Information:

Form submitted on: 1/28/2014 12:04:27 AM

Submitted from IP Address: 207.199.229.114

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

Form Address: <http://ia-oskaloosa.civicplus.com/Forms.aspx?FID=71>



City Council
Communication
Meeting Date: April 7, 2014
Requested By: City Manager
Department

Item Title:

Consider a resolution authorizing the Mayor and City Clerk to execute the necessary documents for the purpose of retaining private mowing and trimming services for city facilities and property.

Explanation:

In the interest of comparing city provided services with those provided by the private sector, staff issued Request for Proposals (RFP) specifically for mowing and trimming services at select city facilities and properties. The city has requested sealed bids on a "per mow" basis and held a bid opening on Friday, March 14th at 10:00AM. City staff has tabulated the bids and determined Four Seasons Yard Care Inc. to be the lowest responsive, responsible bidder. The bid tabulation information is included with the council packet for further review.

Budget Consideration:

The FY2014 Budget has a remaining balance of \$11,951 in contractual services for the parks department. This amount provides enough funding for ten (10) mowings this fiscal year versus the eight (8) that were planned last year based on the previous contract amount with Century Lawn for just Edmundson and Vanderwilt Parks.

The FY2015 Budget includes \$33,750 for mowing services. This amount was figured for 25 mowings using the current contract amount with Century Lawn. If the city plans on 25 mowings and Four Seasons Yard Care Inc. is selected, the city could anticipate seeing a savings of \$4,750 year over year and actually have all five park sites mowed instead of just the two.

Attachments :

Resolution
Mowing and Trimming Bid Summary
Individual Bid Documents

RESOLUTION NO. _____

**A RESOLUTION APPROVING AUTHORIZING THE MAYOR
AND CITY CLERK TO EXECUTE THE NECESSARY
DOCUMENTS FOR THE PURPOSE OF RETAINING PRIVATE
MOWING AND TRIMMING SERVICES FOR CITY FACILITIES
AND PROPERTY .**

WHEREAS, the city historically has completed the task of mowing and trimming at city facilities and properties utilizing a blend of a full time staff and part time seasonal staff; and

WHEREAS, a number of changes and the uncertainty associated with the Patient Protection and Affordable Care Act has made it difficult to interpret, implement and maintain effective part time seasonal staff; and

WHEREAS, it has also become increasingly apparent that it is in the city's best interest to evaluate whether or not private contractors can be economically retained in lieu of hiring part time seasonal staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa that the Mayor and City Clerk are hereby authorized and directed to execute any and all necessary documents for the purpose of retaining private mowing and trimming services for city facilities and property in accordance with the lowest bid received in the city's best interest

Passed and approved this 7th day of **April, 2014**.

Attest:

Amy Miller, City Clerk

David Krutzfeldt, Mayor

MUNICIPAL MOWING AND TRIMMING BIDS FOR 2014



Bids were publicly opened and read aloud at 10:00 a.m. on March 14, 2014 in the City Hall Conference Room. The following four (4) bids were received:

BID PER MOW BY VENDOR	EDMUNDSON PARK	VANDERWILT PARK	PLAYGROUND C AVE E	PLAYGROUND C AVE W	PLAYGROUND SOUTH I ST	TOTAL
Century Lawn	\$1,100.00	\$560.00	\$85.00	\$70.00	\$45.00	\$1,860.00
DeJong Lawn & Landscape	\$1,500.00	\$150.00	\$50.00	\$35.00	\$35.00	\$1,770.00
Doug's Snow & Mow Landscaping	\$1,177.00	\$321.00	\$32.10	\$26.75	\$21.40	\$1,578.25
Four Seasons Yard Care Inc	\$1,000.00	\$70.00	\$35.00	\$30.00	\$25.00	\$1,160.00

Century Lawn

SINCE 1986

2718 248th Street
Oskaloosa, Iowa 52577

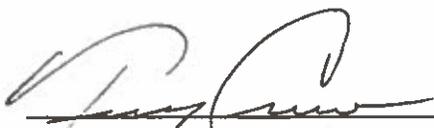
Telephone (641)673-7895
Cell Phone 641-660-2148

City Of Oskaloosa
220 South Market
Oskaloosa, Iowa 52577

Re: Bidding Information Sheet

Name :	Century Lawn
Address:	2718 248 th Street Oskaloosa, Iowa 52577
Phone:	(641)673-7895
Cell Phone:	(641) 660-2148
Fed. Tax ID:	#42-1321065
Owner	Terry Crew
Employees:	Five
Years of Service:	28 years
Mowing equipment:	(2) 61" Ferris (2) 72" Ferris an ect.
References:	How about the City of Oskaloosa (mowing parks in 2013)
Copy of Insurance:	See Attached

Century Lawn



Terry Crew (owner)

Century Lawn

SINCE 1986

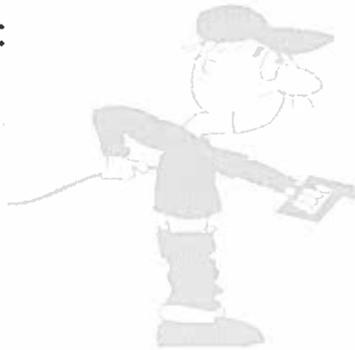
2718 248th Street
Oskaloosa, Iowa 52577

Telephone (641)873-7895
Cell Phone 641-660-2148

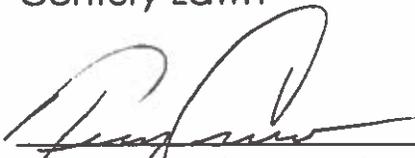
City of Oskaloosa
220 South Market
Oskaloosa, Iowa 52577

RE: Mowing prices for the following locations:

Edmundson Park :	\$ 1100.00
VanderWilt Park:	\$ 560.00
Playground C Ave. East:	\$ 85.00
Playground C Ave. West:	\$ 70.00
Playground South I:	\$ 45.00
Total price per time:	\$ 1860.00



Century Lawn



Terry Crew (owner)

Date: 3/4/2014



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MH

DATE (MM/DD/YYYY)

03/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Butler-Brown Insurance 309 High Ave E, P.O. Box 410 Oskaloosa, IA 52577 Ed Butler, CPCU		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: CENTURO		FAX (A/C, No):
INSURED Century Lawn Service, Inc. 2718 248th Street Oskaloosa, IA 52577		INSURER(S) AFFORDING COVERAGE INSURER A : EMC INSURANCE COMPANIES INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		4D54095-14	06/06/2013	06/06/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4E54095-14	06/06/2013	06/06/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	4H54095-14	06/06/2013	06/06/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Oskaloosa
 220 South Market Street
 Oskaloosa, IA 52577

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melvin Chris Hancock

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Four Seasons Yard Care INC

P.O. Box 352 Pella IA 50219

641-780-2730 Cell 641-620-9350 Office

Email: fourseasonsyardcare@yahoo.com

Owner Troy Seekamp

Reference # 1. Oskaloosa Apartments Owner Roger Duven 641-780-1747

Work done: mowing, trimming, spraying, snow removal

Reference # 2. City of Pella Doug Rikken 641-230-0084

Work done: mowing, trimming, spraying, seeding

Reference # 3. Country Inn & Suites

Work Done: mowing, trimming, spraying, snow removal.

Tax ID # 45-258493

Duns & Bradstreet number: 276853693

Cage Number for federal work: 64RR1

Equipment list.

1. 3-John Deere 1600 WAM 12'
2. 2-John Deere z930A 60"
3. 2-John Deere z925A 60"
4. 2- Toro zmasteer 60"
5. 1- Toro zmasteer 48"
6. 1-Grasshopper 60"
7. 1-John Deere 997 72"
8. 12 Trimmers
9. 7 blower
10. 5 trucks and trailers
11. 1-exmark lazer 60"

Staffing Levels: 13 Employees with 5 years of experience or more.



**City of Oskaloosa, Iowa
Municipal Mowing and Trimming Agreement – 2014
Due March 14, 2014 at 10:00AM (CST)**

The City of Oskaloosa, Iowa is accepting sealed bids for mowing and trimming services for the calendar 2014 season. The extent of the work involved consists of effectively maintaining the city owned facilities as specified below.

Sealed bids will be received by the Oskaloosa City Clerk until 10:00AM local time on March 14, 2014 at which time they will be publicly opened and read aloud. All companies submitting bids are welcome to attend, but attendance is not mandatory. Details of the award can be obtained by visiting our website www.oskaloosaiowa.org or calling the City Clerk's Office at (641) 673-9431.

The bid opening will begin promptly at the appointed time in the City Hall Conference Room, located at the Oskaloosa City Hall, 220 South Market Street, Oskaloosa, Iowa 52577. No bid may be submitted after the bid opening begins. The bidder is solely responsible for the timely submission of his/her bid.

All bids must be in a sealed envelope and marked **"Sealed Bid; Mowing and Trimming, Open March 14, 2014 at 10:00AM"**.

Bid Specifications

The Contractor agrees to provide a base bid and service for the following locations:

Regularly mow the following with their own equipment:

- Edmundson Park, does not include the golf course.
- Vanderwilt Park, including city property on south side of Orchard Avenue.
- Playground on C Avenue East near Grant School.
- Playground on C Avenue West near IMexico.
- Playground on South I Street (Jaycees).

The Contractor agrees to provide an alternate bid for the following locations:

Regularly mow and trim the following with their own equipment:

- No alternate locations are being considered for this bid.

Contractor responsibilities:

- Contractor shall ensure locations have an attractive appearance at all times.
- Contractor shall consistently maintain turf height at a regular length of approximately six inches (6").
- Trimming areas such as fence lines, poles, trees, etc. shall not have grown longer than six inches (6").
- Contractor must clean up paper and debris before, during and after each mowing and trimming.
- Contractor shall utilize its own labor, equipment and materials necessary to perform contracted services to the City's expectations.
- Mowing and trimming services shall only be provided Monday through Friday and between the hours of 6:00am and 4:00pm Central Standard Time, unless otherwise approved by the City Manager or designee.
- The mowing and trimming proposal is for the calendar year 2014 season.
- Contractor shall bid each area individually and on a "per mow" basis.
- Contractor shall provide at least thirty (30) days notice prior to terminating services for the City.
- Contractor shall invoice and provide a monthly account of services provided to the City by the first (1st) of each month.
- Contractor shall maintain a minimum one million dollar (\$1,000,000) general liability insurance naming the City as an additionally insured party.
- Contractor must provide City with Certificate of Insurance confirming the limits of insurance and showing City as additionally insured.

City responsibilities:

- City reserves the right to award a contract based upon the lowest total for all base bid locations.
- City reserves the right to delete location(s) and terminate contract for mowing and trimming services at its sole discretion, with or without cause, however as a general

rule, notice will be provided by the City to Contractor at least thirty (30) days in advance of these changes.

- ~~City at its discretion may add or delete alternate bid locations when selecting and awarding bid to Contractor.~~
- City shall reserve the right to request fewer or additional mowing and/or trimming by Contractor at locations based upon observed needs and conditions.
- City and Contractor shall have the right to negotiate an additional "per mow" cost for other locations not included within this document.
- City shall process invoices by the fifteenth (15th) of each month.
- City reserves the right to reject any and all bids at its discretion.

City Contacts

If you have any questions regarding the request for proposals (RFP), contact Michael Schrock, City Manager at (641) 673-9431 or michael.schrock@oskalooaiowa.org.

If you have questions regarding the facilities included in the RFP, contact Grant Vroegh, Parks Maintenance Operator at (641) 673-7472.

[BID INFORMATION CONTINUES TO THE FOLLOWING PAGE]

Example of how to provide the City with an acceptable bid:

Company name

Company contact information (ownership name, address, phone number, email address, website if applicable)

Description of equipment and staffing levels of business *see attachment*

Tax ID # *45-258493*

Three (3) business references for work performed *see attachment*

BASE BID LOCATIONS	PER MOW BID AMOUNT
Edmundson Park	\$ <u>1000.00</u> per mow
Vanderwilt Park	\$ <u>70.00</u> per mow
Playground C Avenue East	\$ <u>35.00</u> per mow
Playground C Avenue West	\$ <u>30.00</u> per mow
Playground South I Street	\$ <u>25.00</u> per mow
TOTAL FOR ALL BASE BID LOCATIONS	\$ <u>1160.00</u> per mow

ALTERNATE BID LOCATIONS	PER MOW BID AMOUNT
None	\$ _____ per mow
	\$ _____ per mow
	\$ _____ per mow
	\$ _____ per mow

Print and sign name of company's authorized agent. Include date of signature.

Authorized agent *Troy Salvo*

Date *3-11-14*

DeJong Lawn & Landscape
Doug DeJong: Owner
2311 - 292nd St.
Oskaloosa, IA 52577
641-673-8717
growit@dejonglawn.com
www.dejonglawn.com

Equipment: one 2012 Ferris IS3100Z, one 2013 Ferris IS3100Z, and two 2014 Ferris IS3100Z zero-turn commercial lawn mowers.

Staffing levels: our company has six dedicated full-time, seasonal lawn care technicians. Each employee has several years of experience maintaining lawns. We also have an experienced office manager at our business location.

Tax ID# 03-0481319

References: SEE ATTACHED

BASE BID LOCATIONS	PER MOW BID AMOUNT
Edmundson Park	\$ <u>1,500.00</u> per mow & trim
Vanderwilt Park	\$ <u>150.00</u> per mow & trim
Playground C Avenue East	\$ <u>50.00</u> per mow & trim
Playground C Avenue West	\$ <u>35.00</u> per mow & trim
Playground South I Street	\$ <u>35.00</u> per mow & trim
TOTAL FOR ALL BASE BID LOCATIONS	\$ <u>1,770.00</u> per mow & trim

ALTERNATE BID LOCATIONS	PER MOW BID AMOUNT
None	

Thank you for considering our bid for your lawn care needs.



Doug DeJong

BUSINESS REFERENCES

Maple Ridge Assisted Living
2102 S. Market St.
Oskaloosa, IA 52577
Contact: Joanie Brewer
Phone Number: 641-672-1090

Oskaloosa Retirement
1102 S. 11th St.
Oskaloosa, IA 52577
Contact: Patricia Harland
Phone Number: 641-673-6323

Cablevey Conveyors
2397 Hwy 23
Oskaloosa, IA 52577
Contact: Brant Miller
Phone Number: 641-673-8451

Doug's Snow and Mow Landscaping Co.

Doug Sutherland
P.O. Box 45
Harvey, IA 50119

March 12, 2014

Business References:

Skunk River Pallet – Darlene Van Hall – 641-628-9762

Griffin Nursing Home – Jim Griffin – 641-891-7748

Family Video – Ms. Shay – 641-842-2228

Equipment:

3 – 60 in commercial mowers

4 – Commercial weed eaters

Staff:

We are a family owned business. We currently have 6 family members working with us.

Company is fully insured and a copy of insurance certificate is enclosed. We appreciate your time and consideration. If you have any questions please contact Doug @ 641-891-3244 or Melinda @ 641-820-0678.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Knoxville Insurance PO Box 553 1514 N. Lincoln Knoxville IA 50138	CONTACT NAME: Sandy Clark
	PHONE (A/C, No. Ext): (641) 842-6558 FAX (A/C, No): (641) 842-5521
INSURED DOUG SUTHERLAND 500 WISE ST HARVEY IA 50119	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Grinnell Mutual NAIC # 14117
	INSURER B:
	INSURER C:
	INSURER D:
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: **CL13111300061** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			0000429447	12/6/2013	12/6/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> 10			0000412248	12/6/2013	12/6/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER (641) 673-3047 City Of Oskaloosa City Clerk 220 South Market Oskaloosa, IA 52577	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sandra Clark <i>Sandy Clark</i>
--	--



City Council
 Communication
 Meeting Date: April 7, 2014
 Requested By: Public Works Dept.

Item Title:

Consider a motion approving Pay Request No. 5 to DeLong Construction Inc. in the amount of \$15,622.74 for work completed on the West Area Sanitary Sewer Improvements Project.

Explanation:

The City of Oskaloosa has received Pay Request No. 5 from DeLong Construction Inc. for work completed through March 31, 2014 on the West Area Sanitary Sewer Improvements Project. Staff has reviewed the Pay Request and found it to be satisfactory for work completed on the project. Pay Request No. 5 reflects work completed on the pumping station.

Progress payments, per the contract and Iowa Code Chapter 573, will need to be made for labor and materials incorporated into the work. The progress payment or retained percentage will not relieve the Contractor of any obligation to repair any defective work or materials. City staff recommends Council approve Pay Request #5 to DeLong Construction Inc. in the amount of \$15,622.74.

Summary of Contract & Change Orders	Amount	Council
Approved Date		
Original Bid:	\$498,671.50	August 5, 2013
Change Order #1	+\$15,925.00	August 19, 2013
Change Order #2	-\$7,545.60	December 2, 2013

Net Change by Change Orders:	+\$8,379.40
Current Contract Price:	\$507,050.90

Summary of Pay Requests	Amount	Council
Approved Date		
Pay Request #1:	\$84,690.14	October 7, 2013
Pay Request #2:	\$145,590.34	November 4, 2013
Pay Request #3:	\$154,186.33	December

2, 2013		
Pay Request #4:	\$45,600.76	February
18, 2014		
Pay Request #5*:	\$15,622.74*	April 7,
2014*		

Total Amount Paid:	\$445,690.31*
Amount Remaining from Approved Contract:	\$61,360.59
Retainage (5% of completed work):	\$21,287.94
Retainage (5% of stored material):	\$2,169.45

Note: *Applies only if Pay Request #5 is approved by the City Council on April 7, 2014.

Budget Consideration:

This item is specifically included in the FY2014 City Council approved budget in the amount of \$550,723. Approval of this pay request will reduce the amount available by \$15,622.74.

Attachments :

Application for Payment No. 5.

APPLICATION FOR PAYMENT NO. 5

To: CITY OF OSKALOOSA (OWNER)
 From: DELONG CONSTRUCTION, INC. (CONTRACTOR)
 Contract: WEST AREA SANITARY SEWER IMPROVEMENTS
 Project: OSKALOOSA, IOWA
 Owner's Contract No.: _____ Engineer's Project No.: _____
 For Work accomplished through the date of: 3/31/2014

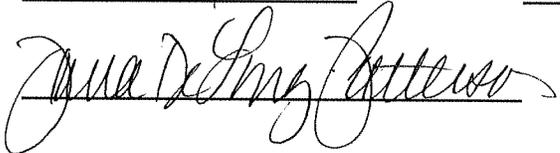
1.	Original Contract Price:	\$498,671.50
2.	Net Change by Change Orders and Written Amendments (+ or -):	\$8,379.40
3.	Current Contract Price (1 plus 2)	\$507,050.90
4.	Total completed and stored to date:	\$469,147.70
5.	Retainage (per Agreement):	
	5 % of completed Work: <u>\$21,287.94</u>	
	5 % of stored material: <u>\$2,169.45</u>	
	Total retainage:	\$23,457.39
6.	Total completed and stored to date less retainage (4 minus 5):	\$445,690.31
7.	Less previous Application for Payments:	\$430,067.57
8.	DUE THIS APPLICATION (6 MINUS 7):	\$15,622.74

Accompanying Documentation:

CONTRACTOR'S Certification:

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

Dated 4-1-14 _____ DeLong Construction, Inc.
 (CONTRACTOR)

By:  _____

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated _____ City of Oskaloosa
 (OWNER)

By: _____

NO.	ITEM	CONTRACTOR'S Schedule of Values				Work Completed To Date			
		UNIT PRICE	CONTRACT QUANTITY	AMOUNT	QTY COMPLETED	AMOUNT	%	MATERIALS STORED	AMOUNT COMPLETED AND STORED
1	MOBILIZATION	\$ 15,500.00	1	\$ 15,500.00	1	\$ 15,500.00	100.0%		\$ 15,500.00
2	CLEARING AND GRUBBING	\$ 2,000.00	1	\$ 2,000.00	0.5	\$ 1,000.00	50.0%		\$ 1,000.00
3	TRENCH FOUNDATION	\$ 16.50	100	\$ 1,650.00		\$ -	0.0%		\$ -
4	PCC ENCASEMENT	\$ 34.00	20	\$ 680.00	20	\$ 680.00	100.0%		\$ 680.00
5	TRENCH COMPACTION TESTING	\$ 8,500.00	1	\$ 8,500.00	0.6	\$ 5,100.00	60.0%		\$ 5,100.00
6	SANITARY SEWER, TRENCHED, 8" DIA.	\$ 27.50	1,715	\$ 47,162.50	1,715	\$ 47,162.50	100.0%		\$ 47,162.50
7	SANITARY SEWER, TRENCHED, 10" DIA.	\$ 30.50	1,296	\$ 39,528.00	1,296	\$ 39,528.00	100.0%		\$ 39,528.00
8	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, 8" DIA	\$ 225.00	145	\$ 32,625.00	130	\$ 29,250.00	89.7%		\$ 29,250.00
9	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, 10" DIA	\$ 235.00	218	\$ 51,230.00	218	\$ 51,230.00	100.0%		\$ 51,230.00
10	SANITARY SEWER FORCE MAIN, TRENCHED 6" PVC	\$ 13.00	1,530	\$ 19,890.00	1,530	\$ 19,890.00	100.0%		\$ 19,890.00
11	SANITARY SEWER FORCE MAIN, TRENCHLESS, 6" PVC (INSTALL IN EXISTING CASING PIPE)	\$ 21.00	786	\$ 16,506.00	786	\$ 16,506.00	100.0%		\$ 16,506.00
12	SANITARY SEWER SERVICE STUB, PVC, 4"	\$ 15.00	125	\$ 1,875.00		\$ -	0.0%		\$ -
13	SEWAGE AIR RELEASE VALVE AND PIT	\$ 4,500.00	1	\$ 4,500.00	1	\$ 4,500.00	100.0%		\$ 4,500.00
14	MANHOLE, SW-301, 48"	\$ 2,600.00	13	\$ 33,800.00	13	\$ 33,800.00	100.0%		\$ 33,800.00
15	INFILTRATION BARRIER, RUBBER CHIMNEY SEAL	\$ 355.00	16	\$ 5,680.00	13	\$ 4,615.00	81.3%		\$ 4,615.00
16	FIELD OR DRAIN TILE LINES, 4" TO 8" DIA.	\$ 14.00	200	\$ 2,800.00	260	\$ 3,640.00	130.0%		\$ 3,640.00
17	FIELD FENCE, REMOVE AND REPLACE	\$ 9.00	305	\$ 2,745.00	76	\$ 684.00	24.9%		\$ 684.00
18	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	\$ 30.00	20	\$ 600.00		\$ -	0.0%		\$ -
19	CONVENTIONAL SEEDING, FERT., & MULCHING	\$ 10,000.00	1	\$ 10,000.00		\$ -	0.0%		\$ -
20	SWPPP PREPARATION	\$ 1,200.00	1	\$ 1,200.00	1	\$ 1,200.00	100.0%		\$ 1,200.00
21	SWPPP MANAGEMENT	\$ 2,000.00	1	\$ 2,000.00	0.8	\$ 1,600.00	80.0%		\$ 1,600.00
22	SWPPP QUALIFYING RAINFALL EVENT INSPECTION	\$ 10.00	20	\$ 200.00	3	\$ 30.00	15.0%		\$ 30.00
23	SILT FENCE	\$ 2.00	1,000	\$ 2,000.00	1,000	\$ 2,000.00	100.0%		\$ 2,000.00
24	PUMPING STATION	\$ 196,000.00	1	\$ 196,000.00	0.712	\$ 139,463.80	71.2%	\$ 43,389.00	\$ 182,852.80
CO 1	CONNECTION FOR IDOT MAINTENANCE GARAGE	\$ 15,925.00	1	\$ 15,925.00	1	\$ 15,925.00	100.0%		\$ 15,925.00
CO 2	CHANGE IN UNIT PRICING, ITEM 11	\$ (7,545.60)	1	\$ (7,545.60)	1	\$ (7,545.60)	100.0%		\$ (7,545.60)
				\$ 507,050.90		\$ 425,758.70		\$ 43,389.00	\$ 469,147.70



City Council
Communication
Meeting Date: April 7, 2014
Requested By: Public Works Dept.

Item Title:

Consider a motion to approve and direct the Mayor to execute the professional services agreement with Garden and Associates, Ltd. for the Third Avenue East Reconstruction and Storm Sewer Replacement project in an amount not to exceed \$182,450.00.

Explanation:

The City has approached Garden and Associates, Ltd. to complete the design work for the Third Avenue East Reconstruction and Storm Sewer Replacement project. The scope of this contract is primarily design, bid, and construction inspection services. The scope of the construction project is reconstructing the pavement on Third Avenue East from Market Street to South Seventh Street. The construction also includes storm water improvements to Third Avenue East by replacing existing storm sewer on South 1st Street (from Third Avenue to Fifth Avenue) and placing new storm sewer pipes on South 4th Street (from Third Avenue to Fifth Avenue) and South 6th Street (from First Avenue to Third Avenue).

Garden and Associates is proposing a total contract in an amount not to exceed what is outlined below:

Design & Bid Phase Services:	\$66,000.00
Construction Phase services:	\$110,000.00
Additional services:	
Storm Sewer Easement Plats	\$3,000.00
Geotechnical report:	\$3,450.00
Total:	\$182,450.00

The FY2014 and FY2015 budget includes an allocation of \$178,500 for engineering professional services and \$1,050,000.00 for construction costs in FY 2013-2014 and FY2014-2015 for this project. This contract proposed by Garden & Associates exceeds budgeted amounts and will require project savings to occur in other areas, a reduction in the scope of services provided, a reduction in the project scope, or an increase in allocated funds through a budget amendment during FY2015.

Budget Consideration:

This project is specifically included in the City Council approved FY2014 and FY2015 budgets in the amount of \$178,500 for design/inspection services and \$1.5 million for construction. Expenditure related to this project will come from the local option sales tax fund and/or franchisee fees and storm sewer fund accounts 325-2010-6761/6490 (CIP Project No. 2010-15) and 740-8065-6780 (CIP Project No. 8065-21).

Attachments :

Letter from Gardens & Associates, Agreement, and preliminary cost opinion.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER (CITY OF OSKALOOSA, IOWA)
AND
ENGINEER (GARDEN & ASSOCIATES, LTD.)
FOR PROFESSIONAL SERVICES FOR
3RD AVENUE EAST RECONSTRUCTION AND
SOUTH 1ST STREET STORM SEWER REPLACEMENT
OSKALOOSA, IOWA
2014**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

And

Issued and Published Jointly By



**AMERICAN CONSULTING
ENGINEERS COUNCIL**



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



**AMERICAN SOCIETY OF
CIVIL ENGINEERS**

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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

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1420 King Street, Alexandria, VA 22314-2715

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

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

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

THIS IS AN AGREEMENT effective as of December 1, 2013 ("Effective Date") between The City of Oskaloosa, Iowa ("OWNER") and Garden & Associates, Ltd. – Oskaloosa, Iowa ("ENGINEER").

OWNER intends to reconstruct 3rd Avenue East from Market Street to South 7th Street and replace an existing storm sewer on South First Street from Rock Island Avenue to 3rd Avenue East ("Project"). OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

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

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

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

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

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

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

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

3.02 Suspension

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

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

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

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

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

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

4.02 Other Provisions Concerning Payments

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

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

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

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

D. *Payments Upon Termination.*

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

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

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

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

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Designing to Construction Cost Limit

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

5.03 Opinions of Total Project Costs

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

6.02 Authorized Project Representatives

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

6.03 Design without Construction Phase Services

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

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

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

6.04 Use of Documents

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

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

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

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

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

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

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

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

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

6.05 Insurance

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

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

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

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

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

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

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

6.06 Termination

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

1. *For cause,*

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

b. By ENGINEER:

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

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

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

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

2. *For convenience,*

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

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

6.07 Controlling Law

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

6.08 Successors, Assigns, and Beneficiaries

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

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

C. Unless expressly provided otherwise in this Agreement:

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

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

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

6.09 Dispute Resolution

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

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

6.10 Hazardous Environmental Condition

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

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

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

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

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

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

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

6.11 Allocation of Risks

A. Indemnification

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

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

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

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

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

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

6.12 Notices

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

6.13 Survival

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

6.14 Severability

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

6.15 Waiver

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

6.16 Headings

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

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "ENGINEER's Services," consisting of 9 pages.
- B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.
- E. ~~Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.~~
- F. ~~Exhibit F, "Construction Cost Limit," consisting of _____ pages.~~
- G. Exhibit G, "Insurance," consisting of 2 pages.
- H. Exhibit H, "Dispute Resolution," consisting of 1 page.
- I. ~~Exhibit I, "Allocation of Risks," consisting of _____ pages.~~
- J. Exhibit J, "Special Provisions," consisting of 1 page.

8.02 Total Agreement

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

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

OWNER:	ENGINEER:
CITY OF OSKALOOSA, IOWA	GARDEN & ASSOCIATES, LTD.
By:	By: <i>Robert Nielsen</i>
Title:	Title: President
Date Signed:	Date Signed: 4/17/14
Address for giving notices:	Address for giving notices:
	P.O. Box 451
	1701 3rd Avenue East, Suite 1
	Oskaloosa, IA 52577
Designated Representative (paragraph 6.02.A):	Designated Representative (paragraph 6.02.A):
	Robert A. Nielsen, P.E.
Title:	Title: President
Phone Number:	Phone Number: 641- 672-2526
Facsimile Number:	Facsimile Number: 641-672-2091
E-Mail Address:	E-Mail Address: bnielsen@gardenassociates.net

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated December 1, 2013.

Initial:
OWNER _____
ENGINEER BAW

ENGINEER's Services

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

PART 1 -- BASIC SERVICES

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

~~A. ENGINEER shall:~~

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

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

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

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

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

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

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

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

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

A1.02 *Preliminary Design Phase*

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

1. On the basis of the above acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01.A.5.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: None
6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
7. Submit to OWNER 2 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within 90 days after authorization to proceed with this phase subject to ability to complete field and topographic surveys due to adverse weather conditions and ground snow cover.

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

A1.03 *Final Design Phase*

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

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, using the SUDAS Standard Specifications.
2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01.A.5.
4. Perform or provide the following additional Final Design Phase tasks or deliverables:
5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.

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

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

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

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

A1.04 *Bidding or Negotiating Phase*

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

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

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

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

4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:

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

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

A1.05 *Construction Phase*

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

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

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

3. *Selecting Independent Testing Laboratory*. Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.O.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. *Contractor's Completion Documents.*

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

- A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:
 1. ~~Provide assistance in connection with the testing and adjusting of Project equipment or systems.~~
 2. ~~Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.~~

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

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

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

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

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

PART 2 -- ADDITIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

A2.02 Required Additional Services

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

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

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

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

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

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

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

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated December 1, 2013.

Initial:
OWNER _____
ENGINEER PAW

OWNER's Responsibilities

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

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

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

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

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

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

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

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

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

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

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

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

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

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

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

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

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

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

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

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

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

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

R. Perform or provide the following additional services: None

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated December 1, 2013.

Initial:
OWNER _____
ENGINEER GAN

Payments to ENGINEER for Services and Reimbursable Expenses

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

ARTICLE 4 -- PAYMENTS TO THE ENGINEER -

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

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

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

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

3. The total compensation for services under paragraph C4.01 shall not exceed the following amounts:

Design and Bid Phase	\$ 66,000
Construction Phase	\$110,000
Additional Services:	
Storm Sewer Easement Plats	\$ 3,000
Geotechnical Report	<u>\$ 3,450</u>
TOTAL	\$182,450

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

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

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

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

8. The Standard Hourly Rates Method of Payment is conditioned on Contract Times to complete the Work not exceeding 21 weeks. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

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

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

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

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

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

C4.03 For Additional Services

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

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

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

C4.04 For Reimbursable Expenses

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

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

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

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

C4.05 Standard Hourly Rates

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

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

C4.06 For ENGINEER's Consultant's Charges

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

C4.07 Factors

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

C4.08 Other Provisions Concerning Payment

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

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

C. Estimated Compensation Amounts

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

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

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

Initial:
OWNER _____
ENGINEER PAN

ENGINEER's Hourly Rate Schedule and Reimbursable Expenses

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

2014 RATE SCHEDULE

<u>Classification</u>	<u>Rate Per Hour</u>
Principal Engineer	\$127.00
Project Manager	\$120.00
Engineer 1	\$111.00
Engineer 2	\$106.00
Engineer 3	\$ 94.00
Engineer 4	\$ 92.00
Engineer 5	\$ 80.00
Surveyor 1	\$102.00
Surveyor 2	\$ 99.00
Surveyor 3	\$ 83.00
Technician 1	\$ 86.00
Technician 2	\$ 78.00
Technician 3	\$ 74.00
Technician 4	\$ 71.00
Technician 5	\$ 63.00
Technician 6	\$ 49.00

REIMBURSABLE EXPENSES

Mileage, Per Mile	\$ 0.56
Printing, Per Square Foot	\$ 0.25
Printing – Color, Per Square Foot	\$ 2.00
Copying, Per Sheet	\$ 0.25
Copying – Color, Per Sheet	\$ 1.50
GPS Survey Equipment, Per Hour	\$ 45.00
Robotic Total Station Equipment, Per Hour	\$ 45.00
ATV GPS Mapping, Per Hour	\$120.00

OTHER REIMBURSABLE EXPENSES

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

ADJUSTMENTS TO FEE SCHEDULE

1. Rate Schedule effective March 1, 2014 through February 28, 2015. The Rate Schedule shall be subject to change each March 1st of each year this agreement is in effect.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated December 1, 2013.

Initial:
OWNER _____
ENGINEER RAW

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

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

D6.02 Resident Project Representative

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

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

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

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

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

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

4. *Liaison:*

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

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

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

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

6. *Shop Drawings and Samples:*

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

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

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

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

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

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

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

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

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

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

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

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

10. *Records:*

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

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

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

d. Maintain records for use in preparing Project documentation.

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

11. *Reports:*

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

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

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

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

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

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

14. *Completion:*

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

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

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

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

D. Resident Project Representative shall not:

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

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated December 1, 2013.

Initial:
OWNER _____
ENGINEER DFW

Insurance

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

G6.05 *Insurance*

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

1. By ENGINEER:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Each Accident:	\$ 100,000
2) Disease, Policy Limit:	\$ 500,000
3) Disease, Each Employee:	\$ 100,000

c. General Liability --

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

d. Excess or Umbrella Liability --

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

e. Automobile Liability --

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

[or]

1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$ 500,000 Combined Single limit
---	-------------------------------------

f. Other (specify):

<u>Errors and Omissions</u>	\$2,000,000 Annual Aggregate Limits
-----------------------------	--

of \$1,000,000 per claim.

2. By OWNER:

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

B. *Additional Insureds*

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

a. _____
ENGINEER

b. _____
ENGINEER'S CONSULTANT

e. _____
ENGINEER'S CONSULTANT

Initial:
OWNER _____
ENGINEER PAW

Dispute Resolution

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

[NOTE: Select one of the two alternatives provided]

H6.09 *Dispute Resolution*

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

[or]

~~A. All Disputes between OWNER and ENGINEER shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association effective at the Effective Date of the Agreement, subject to the limitations and restrictions stated in paragraphs H6.09A.1, H6.09.A.2, H6.09.A.3, and H6.09.A.4 below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute, would be barred by the applicable statute of limitations.~~

~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ _____ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute, where the amount in controversy of any such Dispute, is more than \$ _____ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$ _____ (exclusive of interest and costs).~~

~~3. The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court having jurisdiction thereof.~~

~~4. If a Dispute in question between OWNER and ENGINEER involves the work of a Contractor, subcontractor, or consultants to the OWNER or ENGINEER (each a "Joinable Party"), either OWNER or ENGINEER may join each Joinable Party as a party to the arbitration between OWNER and ENGINEER hereunder, and ENGINEER or OWNER, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between OWNER and ENGINEER involving the work of such Joinable Party. Nothing in this paragraph H6.09.A.4 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against OWNER or ENGINEER that does not otherwise exist.~~

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

Initial:

OWNER _____

ENGINEER BAN

Special Provisions

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

1. Section A1.01 Report and Study Phase is deleted in its entirety from this Agreement.
2. ENGINEER shall provide construction surveys and staking to enable Contractor to perform his work.
3. ENGINEER shall prepare and furnish to OWNER record drawings showing appropriate record information based on Project annotated record documents received from CONTRACTOR as part of Section A1.05 Construction Phase Basic Services.
4. ENGINEER shall coordinate Geotechnical Investigation to be provided by Sub-consultant selected by the ENGINEER. Cost of Geotechnical Investigation is included in this agreement as an additional service.
5. ENGINEER shall prepare storm sewer easement plats as required for the project (estimated for 4 parcels).

**PRELIMINARY PROJECT COST ESTIMATE
3RD AVENUE WEST RECONSTRUCTION/SOUTH 1ST STORM SEWER
OSKALOOSA, IOWA**

3-Mar-14

Bid Item	Bid Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Clearing and Grubbing	LS	XXXX	XXXX	\$5,000.00
2	Excavation, Class 10, 12, or 13	CY	3,000	\$8.00	\$24,000.00
3	Subgrade Preparation	SY	10,320	\$3.00	\$30,960.00
4	Subbase, Modified Subbase (Granular)	SY	10,320	\$10.00	\$103,200.00
5	Compaction Testing	LS	XXXX	XXXX	\$10,000.00
6	Trench Compaction Testing	LS	XXXX	XXXX	\$10,000.00
7	Storm Sewer, Trenched, RCP	LF	4,000	\$50.00	\$200,000.00
8	Subdrain, Perforated PE, 4"	LF	4,500	\$8.00	\$36,000.00
9	Subdrain Outlets and Connections, CMP, 4"	EA	20	\$100.00	\$2,000.00
10	Storm Sewer Structures	EA	40	\$3,000.00	\$120,000.00
11	PCC Pavement, 7" Thick	SY	9,140	\$35.00	\$319,900.00
12	PCC Pavement Samples and Testing	LS	XXXX	XXXX	\$5,000.00
13	Removal of Sidewalk	SY	420	\$6.00	\$2,520.00
14	Removal of Driveway	SY	500	\$6.00	\$3,000.00
15	PCC Sidewalk, 4" Thick	SY	420	\$35.00	\$14,700.00
16	Detectable Warnings	SF	416	\$35.00	\$14,560.00
17	PCC Paved Driveway, 6" Thick	SY	500	\$37.00	\$18,500.00
18	Driveway, Granular	TON	100	\$25.00	\$2,500.00
19	Pavement Removal	SY	9140	\$10.00	\$91,400.00
20	Pavement Removal and Replacement for Storm Sewer	SY	2500	\$50.00	\$125,000.00
21	Conventional Seeding, Fertilizing, and Mulching	AC	1.5	\$3,000.00	\$4,500.00
22	Stormwater Pollution Prevention Plan, Preparation	LS	XXXX	XXXX	\$1,200.00
23	Stormwater Pollution Prevention Plan, Management	LS	XXXX	XXXX	\$1,000.00
24	Stormwater Pollution Prevention Plan, Qualifying Rainfall Event Inspection	EA	40	\$150.00	\$6,000.00
25	Traffic Control	LS	XXXX	XXXX	\$5,000.00
26	Mobilization	LS	XXXX	XXXX	\$20,000.00
27	Miscellaneous Construction (Contintgency)	LS	XXXX	5%	\$58,800.00
TOTAL CONSTRUCTION COST					\$1,234,740.00
ENGINEERING (15%)					\$185,200.00
\$1,419,940.00					



City Council Communication

Meeting Date: April 7, 2014

Requested By: Public Works Dept.

Item Title:

Consider approval of the purchase of one (1) 2014 John Deere Model 624k, new front-end Loader, buckets and attachments, grapple rake, and related equipment options from Murphy Tractor & Equipment Co. and trade-in the 1999 Daewoo, existing front-end loader, for a total cost of \$194,761.20 for the Public Works Department.

Explanation:

The staff proposes to purchase a 2014 John Deere Model 624k, new front-end Loader, buckets and attachments, grapple rake, and related equipment options from Murphy Tractor & Equipment Co. and trade-in the 1999 Daewoo, existing front-end loader, for a total cost of \$194,761.20.

The FY 2014-15 budget includes an allocation of \$195,000 for the purchase of a new front end loader as part of the equipment replacement program. These equipment purchases have a lead time of 90 to 120 days. This proposed loader will be replacing the 1999 Daewoo Model Mega 250III, existing front-end loader, in the City's fleet.

The existing loader is used by the Public Works Department in year-round street repair and maintenance activities such as chip sealing, snow removal, leaf removal, and other daily duties which provide continued health, safety, and welfare services to residents. The equipment is also used by the Wastewater and Parks Divisions.

The decision to replace a vehicle or piece of equipment is based on a number of factors including repair costs, availability of repair parts, overall physical condition, and obsolescence. The existing loader is experiencing considerable downtime and increasing maintenance costs. Due to the increasing repair costs and loss of availability, replacement of the existing loader is being recommended.

Staff recommends that the front end loader be purchased pursuant to the bid received by the Iowa Department of Transportation (DOT) Multiple Award Contract as part of their equipment replacement program. It is not anticipated that Oskaloosa could receive a lower bid through a separate bid process. Staff recommends that the new front end loader with related equipment options and

grapple rake be purchased from Murphy Tractor & Equipment Co. for \$194,761.20; which includes the replacement value of the existing front end loader of \$12,850.00.

Budget Consideration:

Funds for this \$194,761.20 purchase are available in the FY2014-15 vehicle replacement fund, account no. 110-2010-6710 in the amount of \$195,000.

Attachments :

Pictures, Murphy Tractor & Equipment Co. Purchase Proposal and Iowa DOT Multiple Award Contract.



Existing front end loader - 1999 Daewoo Model Mega 250III



Proposed front end loader - 2014 John Deere Model 624k

Iowa DOT Multiple Award Contract
Contract Period 1 January 2011 through 31 December 2015

**Purchase orders to be made out to: John Deere Construction Retail Sales
and Reference Contract 4425-9**

Eligible for all State Agencies to include Iowa DOT and other Political Subdivisions within the state

Please contact Richard Murga with Questions
309-765-0260
MurgaRichard@JohnDeere.com

IOWA DISCOUNTS
State Contract # 4425
1 January 2011 - 31 December 2015

Machine Model	State Contract Discount off List	Effective Price Date
<u>Backhoes</u>		
310K	40%	6-Jan-14
310SK	40%	6-Jan-14
410K	37%	6-Jan-14
710K	36%	6-Jan-14
<u>Motor Graders</u>		
670G	32%	6-Jan-14
672G	32%	6-Jan-14
770G	35%	6-Jan-14
772G	34%	6-Jan-14
870G	34%	6-Jan-14
872G	33%	6-Jan-14
<u>4WD Loader</u>		
444K	32%	6-Jan-14
544K	36%	6-Jan-14
624K	37%	6-Jan-14
644K	34%	6-Jan-14
724K	37%	6-Jan-14
744K	31%	6-Jan-14

\$485 allowed for PDI
\$4 per loaded mile from dealer to end-user

Last Updated February 2014

MURPHY

TRACTOR & EQUIPMENT CO.

5087 E Broadway Ave
Des Moines, IA 50317-4744
515-263-0055

PO Box 1760
Dodge City, KS 67801-1760
620-227-3139

1303 3rd Ave. NW
Fort Dodge, IA 50501-2257
515-576-3184

P.O. Box 460
Gering, NE 69341-0460
308-436-2177

3204 S. Engleman Road
Grand Island, NE 68803-6621
308-381-0741

P.O. Box 1206
Great Bend, KS 67530-1206
620-792-2748

8600 NE Parvin Road
Kansas City, MO 64161-8300
816-483-5000

6100 Arbor Road
Lincoln, NE 68517-3211
402-467-1300

P.O. Box 1013
North Platte, NE 69103-1013
308-534-7020

9751 S.148th Street
Omaha, NE 68138-3898
402-894-1899

P.O. Box 5349
Sioux City, IA 51102-5349
712-252-2753

1401 S State Highway MM
Springfield, MO 65802-7726
417-863-1000

1621 NW Gage Blvd.
Topeka, KS 66618
785-233-0556

P.O. Box 387
Ulysses, KS 67880-0387
620-356-1071

P.O. Box 2520
Waterloo, IA 50704-2520
319-235-7085

5255 N Deere Road
Park City, KS 67219-3308
316-942-1457

Corporate Office:

5375 N Deere Road
Park City, KS 67219-3307
316-945-1015

March 20, 2014

Mr. Akhilesh Pal
City Of Oskaloosa
City Hall
Oskaloosa, IA 52577

Dear Akhilesh:

We are pleased to quote the following for your consideration:

(1) John Deere 624K Loader, new 2014 model, S/N Factory Order.

The following factory and dealer options are included:

- * JDLink Ultimate Cellular for the Americas, excluding Costa Rica,
- * 624K Standard Gathering Group,
- * John Deere PowerTech PVS 6.8L meets EPA FT4 and EU Stage IV Emissions (186 Net Peak hp),
- * Standard Fan Drive,
- * Air Intake System with Centrifugal Precleaner Engine,
- * Engine Muffler with Flat Black Exhaust Stack,
- * 130 amp Alternator,
- * 24 Volt to 12 Volt - 8 Amp Converter,
- * 624K Loader,
- * High Lift Loader Boom with Z-BAR,
- * No Payload Scale,
- * NeverGrease Steering Cylinder Joints,
- * 3 Function -- Joystick with FNR and 3rd Function Auxiliary Control Lever,
- * Steering Wheel Only,
- * ROPS Quiet Cab with Air Conditioning,
- * Cab with Air A/C Charge,
- * Standard Fabric, Back Rest Extension, Air Suspension Seat,
- * Ride Control,
- * 4-Speed Transmission,
- * Standard Fuel Filter Water Separator,
- * High Traction - Front Rear Hydraulically Locking Differential Axles,
- * Automatic Differential Lock,
- * 20.5R25 L2 Single Star XTLA Michelin Radial Tires w/ 3 pc. Rims,
- * Front Fenders,
- * Left Side Steps,
- * Halogen Work and Drive Lights,
- * Standard Outside Mirrors,
- * Cast Hitch with Slab Counterweight,
- * English Labels and Decals,
- * Z-BAR Hydraulic Attachment Coupler ,
- * 60 in.(1524mm) Coupler Fork Frame Carriage w/60 in.(1524mm) Tines,
- * 3.5 Cu. Yd. (2.7 Cu. M.) GP Coupler Bucket with Bolt-on Cutting Edge,
- * Engine Block Heater,
- * Environmental Drains and Sampling Ports,
- * Engine Compartment Light,
- * AM/FM/WB Radio,
- * Powered Cab Air Pre-Cleaner,
- * Single Beacon Bracket,
- * Transmission Side Frame Guards,
- * Bottom Guards,

* Warranty: Included in machine sale price: Base Warranty is 12 Months with Full Machine Coverage. PLUS Total Machine Extended Service Coverage out to a total of 60 Months or 5,000 Hours, whichever comes first, no deductible on all items.

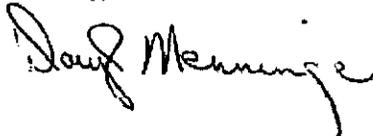
Iowa DOT Contract Proposal No. 4425

Suggested List Price:	\$304,140.00	
Less 37% Discount off List:	\$112,531.80	
Cash Sale Price:	\$191,608.20	
Plus Dealer Prep per Contract:	\$485.00	
Plus Factory Freight:	\$668.00	167 Miles at \$4.00 per mile.
Balance:	\$192,761.20	
Plus Optional Grapple Rake:	\$14,850.00	ACS Full Width Single Arm Grapple Loader Rake
Balance:	\$207,611.20	
Less Trade Allowance:	\$12,850.00	Trade unit(s): 1999 Daewoo MG250-3, SN 1101;
Price Complete, Delivered:	\$194,761.20	

LEAD TIME FOR NEW UNIT IS APPROXIMATELY 120 DAYS OR LESS.

We believe the equipment as quoted will exceed your expectations. On behalf of Murphy Tractor & Equipment Co., Inc., thank you for the opportunity to quote John Deere machinery.

Sincerely,



Daryl Menninga
Territory Sales Manager

CUSTOMER ACCEPTANCE:

'I accept the equipment & terms stated herewith.'

Akhilesh Pal

'This proposal is good for 30 days'

624K LOADER**Suggested List Price: \$304,140.00 USD****Required Items****BASE MACHINE****\$226,309.00**

FOB Davenport, Ia.

"As not all option codes have field kits, please review your order option codes and available kits prior to placing a machine order"

7650T 624K LOADER**MACHINE CONNECTIVITY****In Base Price**

Machine connectivity functions require cellular coverage. Usage of JDLink System requires customer's acceptance of the terms of the John Deere Telematics System Contract.

Option availability limited by specific geographical regions. Please refer to region specific price pages for appropriate ordering codes.

1700 JDLink Ultimate Cellular for the Americas, excluding Costa Rica

Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and JDLink Ultimate activation.

Includes 3 year subscription. Annual subscription renewal required after 3 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions.

Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.

GATHERING GROUP CONFIGURATIONS**In Base Price****0810 624K Standard Gathering Group****ENGINE****\$22,991.00****0924 John Deere PowerTech PVS 6.8L meets EPA FT4 and EU Stage IV Emissions (186 Net Peak hp)**

Requires JDLink code 1700.

For use only in areas where EPA Final Tier 4/EU Stage IV is required.

Turbocharged

Wet Sleeve Cylinder Liners

Automatic Glow Plugs

Programmable Auto-Idle and Auto-Shutdown

Selected Idle Adjustment from 900-1250 RPM

Starter Protection

4 Valves/Cylinder

Cooled Exhaust Gas Recirculation

Automatic Derating for Exceeded System Temperatures

Electronically Controlled HPCR Fuel Delivery System, B20 Biodiesel Compatible

Electrical Fuel Priming System

Serpentine Drive Belt with Automatic Tensioner

Under Hood Dual Element Air Cleaner with Restriction Indicator

Under Hood Exhaust Filter and Catalysts with Curved Exhaust Stack

Automatic Exhaust Filter Regeneration

Dual-Stage Fuel Filter and Water Separator

500 Hour Vertical Spin-on Oil Filter

Cartridge type oil crankcase filter

Requires Code 8422 (Rops Quiet Cab with A/C).

Not for use with Code 5670 (Close Mounted Left Side Steps)

ENGINE FAN DRIVE**In Base Price****1510 Standard Fan Drive**

AIR INTAKE	\$617.00
1430 Air Intake System with Centrifugal Precleaner Engine	
ENGINE EXHAUST	In Base Price
1310 Engine Muffler with Flat Black Exhaust Stack	
ALTERNATOR	\$585.00
1215 130 amp Alternator For use with Engine option code 0924	
12V POWER CONVERTER	In Base Price
2708 24 Volt to 12 Volt - 8 Amp Converter	
MACHINE CONFIGURATION	In Base Price
1010 624K Loader	
LINKAGE CONFIGURATION	\$4,400.00
2020 High Lift Loader Boom with Z-BAR Adds 14.88 inches (378 mm) height to bucket hinge pin, fully raised. Rated tipping load, breakout and lift capacity will be lower than unit equipped with the standard boom.	
PAYLOAD SCALE	In Base Price
2890 No Payload Scale Z-Bar and High Lift Linkage models will be shipped Loadrite ready. Tool Carrier and Powerell models are not configured for Loadrite application and will not be shipped Loadrite ready.	
STEERING CYLINDERS	In Configuration
1915 NeverGrease Steering Cylinder Joints	
HYDRAULIC SYSTEM	\$2,929.00
2432 3 Function -- Joystick with FNR and 3rd Function Auxillary Control Lever 1 lever controls both boom and bucket and 2nd lever controls auxillary functions. Includes auxillary hydraulic lines to boom cross tube. Requires code 2120 Conventional Steering.	
STEERING SYSTEMS	In Base Price
2120 Steering Wheel Only Steering Wheel remains without Joystick Steering. Requires code 2220 or 2230 Seat.	
OPERATOR STATION	In Base Price
8422 ROPS Quiet Cab with Air Conditioning Includes: Air conditioner Heater Defroster and pressurizer Front and rear intermittent windshield wipers and washers (1) inside and (2) outside rear view mirrors Left and right rear side windows open 2.5" (65 mm) for ventilation Sun visor	
A/C CHARGE	In Base Price
8450 Cab with Air A/C Charge Requires code 8422	
SEAT	In Base Price
2220 Standard Fabric, Back Rest Extension, Air Suspension Seat Fabric Covered Seat with Back Rest Extension includes full adjustment, Lumbar, and Air Suspension with full damping capability. Requires code 2120 (Conventional Wheel)	

RIDE CONTROL	\$4,015.00
2510 Ride Control	
Code 9430 Bottom Guards are recommended in applications where underside is vulnerable.	
TRANSMISSION	(\$3,900.00)
1110 4-Speed Transmission	
FUEL FILTERS	In Base Price
1610 Standard Fuel Filter & Water Separator	
Requires code 0911 or code 0924.	
AXLES	\$1,953.00
3049 High Traction - Front & Rear Hydraulically Locking Differential Axles	
DIFFERENTIAL LOCK ACTUATION	\$1,429.00
3110 Automatic Differential Lock	
Allows operator to switch on Automatic Diff Lock providing continual differential lock in all conditions Minimizing tire spin. Requires Bottom guard code 9430.	
WHEELS AND TIRES (FOUR)	\$18,283.00
All Tires are Tubeless and include Rims. Axle Stops when required and come in sets of 4. Tire chain use requires Axle Stops.	
4411 20.5R25 L2 Single Star XTLA Michelin Radial Tires w/ 3 pc. Rims	
TIRE FENDERS	In Base Price
5530 Front Fenders	
OPERATOR STATION STEPS	In Base Price
5610 Left Side Steps	
LIGHTING	\$257.00
7120 Halogen Work and Drive Lights	
LED Front Turn/Marker & Rear Turn/Brake Lights	
OUTSIDE MIRRORS	In Base Price
8310 Standard Outside Mirrors	
REAR HITCH	\$1,189.00
8220 Cast Hitch with Slab Counterweight	
Not for use with Linkage Codes 2010 or 2015.	
LANGUAGE DECALS	No Charge
2605 English Labels and Decals	

Optional Items

HYDRAULIC COUPLERS	Qty	Code	Description	Price
	1	8560	Z-BAR Hydraulic Attachment Coupler When ordered with 3rd function hydraulics, plumbing out to the coupler is included. (JRB compatible, but Does not fit codes 2015 or 2025 NeverGrease-Equipped machines)	\$5,051.00

COUPLER ATTACHMENTS

1	8585	60 in.(1524mm) Coupler Fork Frame Carriage w/60 in.(1524mm) Tines	\$4,680.00
---	------	---	------------

COUPLER BUCKETS

Capacity rating is with auxiliary cutting edge or teeth with segments installed.

1	8850	3.5 Cu. Yd. (2.7 Cu. M.) GP Coupler Bucket with Bolt-on Cutting Edge	\$9,308.00
---	------	--	------------

POWERTRAIN & COOLING

Recommend for cold starts below -10 degrees F (-23 C)

1	9015	Engine Block Heater	\$243.00
---	------	---------------------	----------

1	9043	Environmental Drains and Sampling Ports	\$410.00
---	------	---	----------

1	9240	Engine Compartment Light	\$145.00
---	------	--------------------------	----------

OPERATOR STATION

Includes speakers and antenna.
Not for use with code 2790 (No 24 Volt Power Converter)

1	9105	AM/FM/WB Radio	\$317.00
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Extends cab air filter change intervals.

1	9115	Powered Cab Air Pre-Cleaner	\$928.00
---	------	-----------------------------	----------

Bracket has fold down position for transport.
Cannot be ordered with code 9126.

1	9125	Single Beacon Bracket	\$189.00
---	------	-----------------------	----------

OVERALL VEHICLE

1	9420	Transmission Side Frame Guards	\$450.00
---	------	--------------------------------	----------

1	9430	Bottom Guards	\$1,362.00
---	------	---------------	------------

Configured Price:	\$304,140.00
Freight:	\$485.00
Setup & Delivery:	\$668.00
Discounts:	(\$112,531.80)
Trade In Allowance:	(\$12,850.00)
Discounts:	\$0.00
Extended Warranty:	\$0.00
ACS Grapple Rake	\$14,850.00
Total Delivered Price:	USD \$194,761.20

CUSTOMER INFORMATION

First Name: Akhilesh
 Last Name: Pal
 Company: City of Oskaloosa
 Phone No:
 Email:
 Expiration:

Deliver to Address: City Hall
Oskaloosa , Iowa 52577
USA

DEALER INFORMATION

Sales Person:

First Name: Daryl Menninga

Last Name: Menninga

Phone No: 641-521-2077

Email: dmenniga@murphytractor.com

Address: Murphy Tractor & Equipment Co.
5087 E. Broadway Ave.
Des Moines , Iowa 50317

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City Council
Communication
Meeting Date: April 7, 2014
Requested By: City Manager's
Office

Item Title:

Consider a resolution approving a 28E Agreement between the city of Oskaloosa, Iowa and the Forest Cemetery Association.

Explanation:

During the budget work session for the FY2014 Amended Budget and the FY2015 Proposed Budget, the city was approached by the Forest Cemetery Association with a request to provide financial assistance. The Association requested financial assistance from the city to help offset day-to-day operational and maintenance costs with running the cemetery. The city's contribution was requested as a means to help keep the facility financially viable until a plan could be developed which would alleviate the need for future financial contributions from the city, or the need for the city to assume the entire operations of Forest Cemetery.

Following the discussions at the budget work session, the City Council directed staff to include \$50,000 in FY2014 and \$50,000 in FY 2015 as a specific contribution to Forest Cemetery for operational and maintenance costs. Forest Cemetery has also made a request to the city to include snow removal services to the facility as a means to lower operating expenses. The 28E Agreement notes both of these contributions from the city as "direct" and "indirect" contributions.

The 28E Agreement included with this item outlines the expectations of the parties involved and formalizes the relationship during this contribution period, FY2014 and FY2015. A copy of the draft 28E Agreement as well as other required documentation is attached for the public to review.

Budget Consideration:

According to the draft 28E Agreement the city will provide a \$100,000 direct contribution to Forest Cemetery split over two fiscal years (FY2014 and FY2015). The direct contributions are included in the FY2014 and FY2015 budgets. In addition, the Agreement also notes indirect contributions to be provided by the city for snow removal services. The financial impact associated with the indirect contribution has not been estimated at this time; however it could vary based upon weather, demand and staff availability.

Attachments :

1. Resolution
2. 28E Agreement

RESOLUTION NO. _____

**RESOLUTION APPROVING A 28E AGREEMENT
BETWEEN THE CITY OF OSKALOOSA, IOWA
AND FOREST CEMETERY ASSOCIATION**

WHEREAS, the Forest Cemetery is located within the corporate limits of the city of Oskaloosa, Iowa; and

WHEREAS, the Forest Cemetery is presently governed by the Forest Cemetery Association whose mission is to preserve Forest Cemetery as a final resting place for the deceased and to safeguard it as a part of Oskaloosa history today and for generations to come; and

WHEREAS, during the course of upholding the mission statement, the Forest Cemetery Association is experiencing difficulties maintaining financial viability; and

WHEREAS, the Forest Cemetery Association is seeking direct and indirect financial assistance from the city of Oskaloosa as a means to provide temporary financial relief and to establish a plan to become more financially viable; and

WHEREAS, the City Council of the city of Oskaloosa has deemed the Forest Cemetery a community asset, a point of historical significance, and pride; and

WHEREAS, the provision of temporary financial assistance, both direct and indirect is deemed in the public's best interest for the abovementioned reasons; and

WHEREAS, Iowa Code § 28E provides that the powers, privileges and authority conferred on a public agency of this State, such as the foregoing parties, may be exercised jointly with any other such public agency of the State having such powers, privileges and authority; and

WHEREAS, the Parties jointly agree that their common purposes can best be achieved by mutual cooperation and participation in the aforementioned cemetery services to the public; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Oskaloosa, Iowa that the Mayor and City Clerk are hereby authorized and directed to execute and record as necessary the 28E Agreement Between the City of Oskaloosa, Iowa and Forest Cemetery.

PASSED AND APPROVED this **7th** day of **April, 2014**.

— David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

Prepared by: David D. Dixon, 118 N. Market, Oskaloosa, IA 52577
Return to: David D. Dixon, 118 N. Market, Oskaloosa, IA 52577

**28E AGREEMENT
BETWEEN THE CITY OF OSKALOOSA IOWA
AND
FOREST CEMETERY ASSOCIATION**

THIS AGREEMENT, is made and entered into this ____ day of _____ 2014, by and between the City of Oskaloosa Iowa, herein called "City", and Forest Cemetery Association, an Iowa Non-Profit corporation existing pursuant to the laws of the State of Iowa, herein called "Forest".

NOW WHEREAS Forest Cemetery Association is the holder of record title to Forest Cemetery located in Oskaloosa Iowa, and is responsible for the upkeep and maintenance thereof;

AND WHEREAS City wishes to make a contribution to Forest for the benefit of said Cemetery and Oskaloosa residents;

AND WHEREAS City wishes to make a contribution to Forest for the maintenance and upkeep of the said Cemetery;

AND WHEREAS; the parties wish to memorialize their agreement relative thereto;

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

1. Direct contribution: City hereby makes to Forest a one-time contribution of the sum of \$50,000.00 for fiscal year 2014, and the sum of \$50,000.00 for fiscal year 2015, to be used by Forest for the upkeep and maintenance of Forest Cemetery.
2. Indirect contribution: City hereby makes to Forest a one-time commitment, from September 1, 2014 to May 31, 2015, to provide snow removal services on paved surfaces within Cemetery. Said snow removal services shall be provided at the discretion and priority level determined by City. Snow removal from City maintained streets shall take priority over Forest Cemetery drives. In the event snow removal service is required sooner than can be provided by City, Forest shall reserve the right to secure such services at its

- own expense.
3. Future contributions: City has no contractual obligation to make any further contributions to Forest, but may in its sole discretion make future contributions in such amounts and upon such conditions as City may determine.
 4. Use of contributed funds: Forest shall use the contributed funds primarily for upkeep and maintenance expenses of Forest Cemetery, and shall, not less than annually, provide City with a written report of non-routine expenditures such capital equipment acquisitions or other one-time expenditures.
 5. Liability of City: The parties agree that Forest shall remain solely liable for all upkeep and maintenance of Forest Cemetery, and that City assumes no liability for any cemetery operations or actual maintenance and upkeep or for any claims, liability or damages arising from or out of Forest's discharge of those duties. Forest agrees to defend, indemnify and hold City harmless from any liability for any such claims by any persons.
 6. Required documentation: Prior to the execution of this Agreement, Forest shall provide City with 1.) a letter noting the IRS status of the organization; 2.) a letter outlining the purpose or intent of the organization, including mission statement; 3.) an explanation of how contributed funds will be utilized to benefit Forest, the residents of Oskaloosa and the surrounding community; 4.) a copy of the most recent audit; 5.) an itemized budget for the year of the request plus itemized actuals for the past two years (include revenues and expenditures in all reports); 6.) a list of Board of Directors for the organization, including home addresses and phone numbers; and 7.) a list of names and wages of any paid staff.
 7. Integration clause: This writing constitutes the complete agreement of the parties, and may be altered or varied only by a written agreement signed by the party sought to be charged.

IN WITNESS WHEREOF, the parties hereto have affixed their signature on the date above written.

CITY OF OSKALOOSA IOWA

By: _____

Subscribed and sworn to before me, a Notary Public, on this _____ day of _____ 2014, by _____ as _____ for and on behalf of the City of Oskaloosa Iowa.

NOTARY PUBLIC

FOREST CEMETERY ASSN.

By: _____

Subscribed and sworn to before me, a Notary Public, on this _____ day of _____ 2014, by _____ as _____ for and on behalf of Forest Cemetery Association.

NOTARY PUBLIC

March 17, 2014

Mayor David Krutzfeldt and Oskaloosa City Council Members:

The Forest Cemetery Association mission statement reads: *It is our intent and obligation to preserve Forest Cemetery as a final resting place for the deceased and to safeguard it as a part of Oskaloosa history today and for generations to come.* It is with the desire to fulfill this mission that the Forest Cemetery Association is seeking financial assistance from the City of Oskaloosa for the purpose of meeting annual operating expenses. Monies received will also be used for the repair of existing equipment and the purchase of new equipment.

Forest Cemetery Association was incorporated in June, 1860 after the enactment of the first burial law and in 1925 became a perpetual care cemetery. In 1945, new Articles of Incorporation and By Laws were written that protected the rights of lot owners, gave guidelines for the operation of the cemetery, and showed the Forest Cemetery Association as a nonprofit entity under section 36 of the Iowa Nonprofit Corporation Act.

Thank you for your consideration and support.

Sincerely,

Gordon Anderson
President, Forest Cemetery Association Board of Directors

FOREST CEMETERY BOARD

GORDON ANDERSON

2005 S. 7TH. ST.

CELL 641-295-0318

HOME 641-673-5346

JOE CROOKHAM

815 WOODLAND RD.

CELL 641-660-2800

HOME 641-673-0406

GUY VANDERLINDEN

1610 CARBONADO RD.

CELL 641-569-3373

HOME

STEVE BROWN

602 N. PARK AVE.

CELL 641-660-0599

HOME 641-673-6850

KATHY SWANK

2167 263RD ST.

CELL 641-660-7441

HOME 641-673-7441

SHIRLEY HOLUB-MASTERSON

404 SO.. 11TH ST.

CELL 641-660-0863

HOME 641-676-4742

BLAIR VAN ZETTEN

1802 N. PARK AVE.

CELL 847-612-2478

HOME 641-672-2224

Forest Cemetery

Paid Staff

Salaried

Mark Walker	Head Groundskeeper	\$748.50/weekly
Karin Dykstra	Secretary/Office Manager	\$35,000 (Musco employee)

Hourly/Seasonal

*Justen Rice	Grounds Crew	\$9
Cliff Vande Wall	Grounds Crew	\$9
Ron Messamaker	Grounds Crew	\$9
Rusty Messamaker	Grounds Crew	\$9
Paul Feeney	Grounds Crew	\$8
Troy Sheely	Grounds Crew	\$8

*Worked throughout the year

KAD 3/2014

Forest Cemetery Association

STATEMENT OF ACTIVITIES GENERAL FUND

Income from Operations - Fiscal year 2013 and Projected Years 2014 and 2015

	2013	2014	2015
SALES	(Actual)	(Budgeted)	(Budgeted)
Lots	\$28,558.00	\$28,740.00	\$29,000.00
Foundation Income	\$13,329.00	\$11,938.00	\$12,000.00
Scrolls and Vases	\$3,229.00	\$1,690.00	\$1,500.00
Total	<u>\$45,116.00</u>	<u>\$42,368.00</u>	<u>\$42,500.00</u>
COST OF GOODS SOLD (Expense)			
Lots	\$124.00		\$0.00
Foundation material and fill sand	\$16,899.00	\$852.00	\$1,000.00
Vases and Scrolls	\$2,340.00	\$1,000.00	\$1,000.00
Advertising	\$4,335.00	\$3,000.00	\$3,000.00
Refunds	\$100.00	\$452.00	\$0.00
Total Expense	<u>\$23,798.00</u>	<u>\$5,304.00</u>	<u>\$5,000.00</u>
Gross Profit from Sales	<u>\$21,318.00</u>	<u>\$37,064.00</u>	<u>\$37,500.00</u>
 OTHER OPERATING INCOME			
Monuments and marker commissions	\$9,455.00	\$12,719.64	\$13,000.00
Interment Fee	\$84,505.00	\$70,836.00	\$75,000.00
Capitol Improvement Fund		\$3,440.00	\$3,500.00
Lettering	\$1,039.00	\$0.00	\$0.00
Other	\$375.00	\$700.00	\$700.00
Donated Services	\$37,678.00	\$37,678.00	\$0.00
Donation	\$10,000.00	\$22,000.00	\$0.00
Oskaloosa City Subsidy		\$100,000.00	\$100,000.00
Total	<u>\$143,052.00</u>	<u>\$247,373.64</u>	<u>\$192,200.00</u>
 Income from Operations	<u>\$ 164,370.00</u>	<u>\$284,437.64</u>	<u>\$229,700.00</u>

Footnote

We are receiving \$100,000.00 from the city of Oskaloosa in the 2014 budget (\$50,000.00 in March of 14 and \$50,000.00 July of 14) and as I understand \$100,000.00 in 2015 budget.

* 2015 Budget has \$100,000 of financial assistance from city which is purely based on assumption. We did this in order to project our 2015 budget figures.

Forest Cemetery Association

STATEMENT OF ACTIVITIES GENERAL FUND

Cost of Operations 2013, Projected Years 2014 and 2015

EXPENSES	2013 (Actual)	2014 (Budgeted)	2015 (Budgeted)
Operating			
Labor	\$101,858.00	\$102,000.00	\$102,000.00
Payroll Taxes	\$15,781.00	\$16,000.00	\$16,000.00
Tools, Small Equip., rep	\$12,182.00	\$10,692.00	\$12,000.00
Truck	\$3,042.00	\$5,592.00	\$5,000.00
Gas & Oil	\$9,628.00	\$10,000.00	\$10,000.00
1 Depreciation	\$30,258.00	\$30,600.00	\$30,000.00
Retirement Plan	\$750.00	\$750.00	\$750.00
Other Expense	\$96.00		
Total	\$173,595.00	\$175,634.00	\$175,750.00
 Administrative			
Salary - Office	\$35,000.00	35,000.00	\$25,000.00
Insurance	\$11,353.00	11,500.00	\$11,200.00
Payroll Taxes	\$2,678.00	2,678.00	\$1,929.00
Heat, Light, telephone	\$7,296.00	7,500.00	\$7,500.00
Printing & Postage	\$354.00	276.00	\$325.00
Legal & Accounting	\$3,130.00	4,500.00	\$4,700.00
Depreciation	\$878.00	600.00	\$1,000.00
Other	\$1,257.00	0.00	\$500.00
Total	\$61,946.00	62,054.00	\$52,154.00
TOTAL Operating Expenses	\$235,541.00	237,688.00	\$227,904.00
Total Operating Income	\$ 164,370.00	\$284,437.64	\$229,700.00
NET (Income less Expenses)	(\$71,171.00)	46,749.64	1,796.00

1 Depreciation of \$30,000.00 is a non cash expense, but does represent what may need to be done for equipment purchases.

I have divided Hunt & Kain bill owed into 2014 & 2015 Fiscal years; total owed is \$9,200.00.

Gordon

CSP project list

From: "David Langkamp" <d.langkamp@mahaska.org>
Date: Saturday, March 29, 2014 10:20 AM
To: "Joe Crookham" <joe.crookham@musco.com>; <andgolyn@mahaska.org>; <Guy.VanderLinden@legis.state.ia.us>; "Shirley Holub-Masterson" <shirley.holub-masterson@musco.com>; <Steve@butlerbrown.com>; <bvanzetten@oskyfoods.com>
Subject: RE: Forest Cemetery roads

The list is encouraging, and I agree, This morning I have left message for Vicki Vanutrecht to call, I am also checking on another marker supplier to see if our percentage of profits can be maximized, I will have conversation hopefully Monday with Ideal Ready Mix asking for favorable pricing on concrete which would allow us to pour foundations again and sustain a profit. Will keep you up to date on progress. Dave

From: Joe Crookham [mailto:joe.crookham@musco.com]
Sent: Saturday, March 29, 2014 9:21 AM
To: andgolyn@mahaska.org; d.langkamp@mahaska.org; Guy.VanderLinden@legis.state.ia.us; Shirley Holub-Masterson; Steve@butlerbrown.com; bvanzetten@oskyfoods.com
Subject: Forest Cemetery roads

All,

Preliminary measurement using the online County GIS system, Beacon Schneider, I measure about 5,200 feet of unpaved roads. Average width is about 10 feet for half and about 12 feet for the other half. Thus average is about 11 feet. $5,200 \times 11 = 57,200$ sqft. Divided by half for six inch thickness = $28,600 \text{ cuft} / 27 = 1059$ yards of concrete. At \$100 @ yd = \$100,000; in place with labor it could be \$200,000 as an estimate. Another calculation of \$5 per sqft in place would be \$286,000.

The pond is 26,000 sqft with 660 ft of shore edge. It is 240 ft from the spillway on the upper pond to the outlet of the pipe going into the lower pond. The upper pond has an area of 13,400 sqft and a shore line of 460 ft.

I will go to the cemetery to do more specific road width measurement. I'll also look at the possibility of using the trail slip form paver.

Another issue, I talked with Mike Gipple about doing an evaluation of the trees at the cemetery and creating a long range plan. He will do that over the next few months as time permits.

The City support has given us the opportunity to begin creating a sustainable

4/1/2014

Forest Cemetery Road Worksheet

See Mar '14 aerial photo for section references

30-Mar-14

Joe Crookham Bd Member

Section	Length Ft	Width Ft	SqFt	Cost est. of \$5 @ sqft	Yards of Concrete	Savings of \$20 @yd
1	682	13.5	9207	\$46,035	171	\$3,410
2	263	10.5	2761.5	\$13,808	51	\$1,023
3	80	20	1600	\$8,000	30	\$593
4	365	11	4015	\$20,075	74	\$1,487
5	355	6.5	2307.5	\$11,538	43	\$855
6	463	12.5	5787.5	\$28,938	107	\$2,144
7	252	13	3276	\$16,380	61	\$1,213
8	602	15	9030	\$45,150	167	\$3,344
9	294	11	3234	\$16,170	60	\$1,198
10	290	11	3190	\$15,950	59	\$1,181
11	460	15	6900	\$34,500	128	\$2,556
12	133	12.5	1662.5	\$8,313	31	\$616
13	572	11	6292	\$31,460	117	\$2,330
14	107	11	1177	\$5,885	22	\$436
15	220	15	3300	\$16,500	61	\$1,222
Total	5138	188.5	63740	\$318,700		\$23,607

Estimated cost \$5/sqft

**FOREST CEMETERY ASSOCIATION
OSKALOOSA, IOWA**

FINANCIAL REPORT

(Compiled)

Years Ended July 31, 2013 and 2012

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DOUGLAS T. HUNT, CPA
DONALD D. KAIN
CHUCK C. CONVERSE, CPA
RUSSELL S. TERPSTRA, CPA
MICHAEL G. STANLEY, CPA
DEE A.A. HOKE, CPA

HUNT & ASSOCIATES, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

1201 HIGH AVENUE WEST
OSKALOOSA, IA 52577
641/672-2541
FAX 641/672-2461

317 EAST ROBINSON
KNOXVILLE, IA 50138
641/842-3184
FAX 641/828-7404

ACCOUNTANT'S COMPILATION REPORT

To the Board of Trustees
Forest Cemetery Association
Oskaloosa, Iowa

We have compiled the accompanying statement of financial position of the funds of Forest Cemetery Association (a nonprofit organization) as of July 31, 2013 and 2012 and the related statements of activities for the General Fund for the years then ended. We have not audited or reviewed the accompanying financial statements and accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements. During our compilation, we did become aware of departures from accounting principles generally accepted in the United States of America that are described in the following paragraph.

The statements of changes in fund balance and a statement of cash flows for the years ended July 31, 2013 and 2012 have not been presented. Accounting principles generally accepted in the United States of America require that such statements be presented when financial statements purport to present financial position and results of operations.

The supplementary information contained in Schedule 1 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

We are not independent with respect to Forest Cemetery Association as of and for the year ended July 31, 2013.

Hunt & Associates, P.C.

Oskaloosa, Iowa
September 13, 2013

FOREST CEMETERY ASSOCIATION
 STATEMENTS OF FINANCIAL POSITION
 July 31, 2013 and 2012

	General		Perpetual Care	
	2013	2012	2013	2012
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	\$ 4,643	\$ 8,287	\$ -	\$ 424
Interest-bearing deposits	-	-	-	25,000
Investment in mutual funds, at market value	-	-	154,337	113,303
Accrued interest and miscellaneous receivables	-	-	-	374
Prepaid expenses	1,554	1,472	-	-
Inventory - monuments, markers, vases, at lower of cost (first-in, first-out method) or market	29,748	30,795	-	-
	<u>35,945</u>	<u>40,554</u>	<u>154,337</u>	<u>139,101</u>
Total current assets				
LONG-TERM RECEIVABLES, OTHER ASSETS AND INVESTMENTS				
Accounts receivable - monuments and lots	21,818	23,383	-	-
Improved cemetery lots	29,358	29,483	-	-
Merchandise Trust Fund - Bronze	19,777	19,757	-	-
Due from General Fund	-	-	241,501	256,737
Due from Grace B. Lane Fund	-	-	-	-
	<u>70,953</u>	<u>72,623</u>	<u>241,501</u>	<u>256,737</u>
PROPERTY AND EQUIPMENT, at cost (Note 3)				
Land	500	500	-	-
Land improvement	398,471	398,471	-	-
Office building, equipment, buildings, and shop	67,799	67,799	-	-
Trucks	60,153	57,696	-	-
Machinery and equipment	188,326	188,326	-	-
Furniture and fixtures	19,948	19,948	-	-
	<u>735,197</u>	<u>732,740</u>	<u>-</u>	<u>-</u>
Less accumulated depreciation	409,250	378,113	-	-
	<u>325,947</u>	<u>354,627</u>	<u>-</u>	<u>-</u>
	<u>\$ 432,845</u>	<u>\$ 467,804</u>	<u>\$ 395,838</u>	<u>\$ 395,838</u>

H. L. Spencer		Grace B. Lane		Total	
2013	2012	2013	2012	2013	2012
\$ -	\$ -	\$ -	\$ -	4,643	\$ 8,711
-	-	-	-	-	25,000
50,000	50,000	2,000	2,000	206,337	165,303
-	-	-	-	-	374
-	-	-	-	1,554	1,472
-	-	-	-	29,748	30,795
<u>50,000</u>	<u>50,000</u>	<u>2,000</u>	<u>2,000</u>	<u>242,282</u>	<u>231,655</u>
-	-	-	-	21,818	23,383
-	-	-	-	29,358	29,483
-	-	-	-	19,777	19,757
-	-	-	-	241,501	256,737
-	-	-	-	0	0
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>312,454</u>	<u>329,360</u>
-	-	-	-	500	500
-	-	-	-	398,471	398,471
-	-	-	-	67,799	67,799
-	-	-	-	60,153	57,696
-	-	-	-	188,326	188,326
-	-	-	-	19,948	19,948
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>735,197</u>	<u>732,740</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>409,250</u>	<u>378,113</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>325,947</u>	<u>354,627</u>
<u>\$ 50,000</u>	<u>\$ 50,000</u>	<u>\$ 2,000</u>	<u>\$ 2,000</u>	<u>\$ 880,683</u>	<u>\$ 915,642</u>

FOREST CEMETERY ASSOCIATION
 STATEMENTS OF FINANCIAL POSITION
 July 31, 2013 and 2012

	General		Perpetual Care	
	2013	2012	2013	2012
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable and accrued expenses	\$ 13,208	\$ 11,286	\$ -	\$ -
Perpetual care on lots, monuments and markers	24,730	16,532	-	-
Equipment contracts payable (note 5)	6,525	9,025	-	-
Note payable - Musco Corporation (Note 6)	25,000	-	-	-
Total current liabilities	69,463	36,843	-	-
LONG-TERM LIABILITIES				
Contingency for future settings	36,816	38,502	-	-
Due to perpetual care	241,501	256,737	-	-
Total liabilities	347,780	332,082	-	-
NET ASSETS (Note 2)				
Permanently Restricted				
Perpetual Care Guarantee Fund	-	-	5,000	5,000
Perpetual Care Fund balance - lots	-	-	379,516	379,516
Fitch/Holt Estate Flower Fund	-	-	2,950	2,950
Kentfield/Bridges Estate	-	-	602	602
Williams Trust	-	-	3,654	3,654
Brock Trust	-	-	967	967
E. L. Woodard Trust	-	-	1,556	1,556
Kilpatrick Trust	-	-	1,593	1,593
H. L. Spencer Fund balance (Note 2)	-	-	-	-
Grace B. Lane Fund balance (Note 2)	-	-	395,838	395,838
Unrestricted				
Designated for Capital Improvement Fund	33,359	31,795	-	-
Designated for General Fund balance	51,706	103,927	-	-
	85,065	135,722	-	-
	\$ 432,845	\$ 467,804	\$ 395,838	\$ 395,838

See accompanying notes and accountant's compilation report.

H. L. Spencer		Grace B. Lane		Total	
2013	2012	2013	2012	2013	2012
\$ -	\$ -	\$ -	\$ -	\$ 13,208	\$ 11,286
-	-	-	-	24,730	16,532
-	-	-	-	6,525	9,025
-	-	-	-	25,000	-
-	-	-	-	69,463	36,843
-	-	-	-	36,816	38,502
-	-	-	-	241,501	256,737
-	-	-	-	278,317	295,239
-	-	-	-	347,780	332,082
-	-	-	-	5,000	5,000
-	-	-	-	379,516	379,516
-	-	-	-	2,950	2,950
-	-	-	-	602	602
-	-	-	-	3,654	3,654
-	-	-	-	967	967
-	-	-	-	1,556	1,556
-	-	-	-	1,593	1,593
50,000	50,000	-	-	50,000	50,000
-	-	2,000	2,000	2,000	2,000
50,000	50,000	2,000	2,000	447,838	447,838
-	-	-	-	33,359	31,795
-	-	-	-	51,706	103,927
-	-	-	-	85,065	135,722
\$ 50,000	\$ 50,000	\$ 2,000	\$ 2,000	\$ 880,683	\$ 915,642

FOREST CEMETERY ASSOCIATION

STATEMENTS OF ACTIVITIES
GENERAL FUND
Years Ended July 31, 2013 and 2012

	<u>2013</u>	<u>2012</u>	<u>Increase (Decrease)</u>
SALES			
Lots	\$ 28,558	\$ 35,114	\$ (6,556)
Foundation income	13,329	19,244	(5,915)
Scrolls and Vases	3,229	4,163	(934)
	<u>45,116</u>	<u>58,521</u>	<u>(13,405)</u>
COST OF GOODS SOLD			
Lots	124	157	(33)
Lettering	-	2,121	(2,121)
Foundation material and fill sand	16,899	3,152	13,747
Vases, vaults, scrolls	2,340	-	2,340
Freight	-	207	(207)
Commissions	-	625	(625)
Advertising	4,335	5,601	(1,266)
Refunds	100	3,505	(3,405)
	<u>23,798</u>	<u>15,368</u>	<u>8,430</u>
Gross profit	<u>21,318</u>	<u>43,153</u>	<u>(21,835)</u>
OTHER OPERATING INCOME			
Monuments and markers commissions	9,455	14,448	(4,993)
Interment fees	84,505	95,735	(11,230)
Lettering	1,039	2,189	(1,150)
Care of lots	-	3,800	(3,800)
Other	375	2,477	(2,102)
Donated services (note 1)	37,678	37,678	-
Donation	10,000	-	10,000
	<u>143,052</u>	<u>156,327</u>	<u>(13,275)</u>
Total other income	<u>143,052</u>	<u>156,327</u>	<u>(13,275)</u>
Income from operations	<u>164,370</u>	<u>199,480</u>	<u>(35,110)</u>

1 report
7/12, 7/13
15.
income is
going down

FOREST CEMETERY ASSOCIATION

STATEMENTS OF ACTIVITIES
GENERAL FUND
Years Ended July 31, 2013 and 2012

	2013	2012	Increase (Decrease)
EXPENSES			
Operating:			
Opening and closings costs	\$ -	\$ 18,800	\$ (18,800)
Labor	101,858	94,894	6,964
Payroll taxes	15,781	14,755	1,026
Truck expense	3,042	3,047	(5)
Tools, small equipment, repairs and maintenance supplies	12,182	8,690	3,492
Gas and oil	9,628	9,960	(332)
Depreciation	30,258	29,050	1,208
Retirement plan (note 4)	750	750	-
Other expenses	96	1,150	(1,054)
Total operating expenses	173,595	181,096	(7,501)
Administrative:			
Salary - office	35,000	35,000	-
Insurance	11,353	10,201	1,152
Payroll taxes	2,678	2,678	-
Heat, light, telephone	7,296	7,719	(423)
Printing and postage	354	435	(81)
Legal and accounting	3,130	3,365	(235)
Dues and subscriptions	-	425	(425)
Other	1,257	571	686
Computer expense	-	1,155	(1,155)
Depreciation	878	1,052	(174)
Total administrative expenses	61,946	62,601	(655)
Operating loss	(71,171)	(44,217)	(26,954)
OTHER REVENUE, net revenue of Perpetual Care Fund	20,514	10,653	9,861
Change in net assets	(50,657)	(33,564)	(17,093)
Net assets, beginning of year	135,722	169,286	(33,564)
Net assets, end of year	\$ 85,065	\$ 135,722	\$ (50,657)

See accompanying notes and accountant's compilation report.

FOREST CEMETERY ASSOCIATION
NOTES TO FINANCIAL STATEMENTS

Note 1. Summary of Significant Accounting Policies

Nature of Business - The operations of Forest Cemetery Association, a non-profit association of lot owners, in Oskaloosa, Iowa, consist of the sale of monuments, markers and lots in and around Mahaska County in the State of Iowa and the collection of interment fees and the ongoing maintenance of the Cemetery.

The Cemetery maintains the accounts of its Perpetual Care Fund, H. L. Spencer Fund and Grace B. Lane Fund on a modified cash basis. For purposes of presenting the financial statements of these funds, memorandum adjusting entries have been made to reflect material accruals.

Fund Accounting -

To ensure observance of limitations and restrictions placed on the use of resources available to the Cemetery, the accounts of the Cemetery are maintained in accordance with the principles of fund accounting. This is the procedure by which resources for various purposes are classified for accounting and reporting purposes into funds established according to their nature and purposes. Separate accounts are maintained for each fund; however, in the accompanying financial statements, certain funds that have similar characteristics have been combined into fund groups. Accordingly, all financial transactions have been recorded and reported by fund group.

The assets, liabilities and fund balances of the Cemetery are reported in four self-balancing funds as follows:

General Fund, which includes unrestricted and restricted resources, represents the accounting for expendable funds that are available for general support of cemetery operations.

Perpetual Care, Spencer and Lane Funds represent funds that are subject to restrictions of gift instruments requiring in perpetuity that the principal be invested and the income only be used.

Other Matters -

All gains and losses arising from the sale, collection, or other disposition of investments and other noncash assets are accounted for in the fund that owned the assets. Ordinary income from investments, receivables, and the like is accounted for in the fund owning the assets, except for income derived from investments of endowment funds, which is accounted for, if unrestricted, as revenue of the Perpetual Care Fund or, if restricted, as deferred amounts until the terms of the restriction have been met.

Investments and Property and Equipment -

Accounting policies relative to the carrying value of marketable securities, inventories, and property and equipment are indicated in the captions on the balance sheets. Information as to the methods of computing depreciation is included in the other Notes to Financial Statements.

Allowance for Doubtful Accounts -

An allowance for doubtful accounts has not been established as it is the Company's policy to use the direct write-off method for accounts deemed to be uncollectible. If the allowance had been used, there would not have been any material differences on the Financial Statements.

Cash and Cash Equivalents -

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

FOREST CEMETERY ASSOCIATION
NOTES TO FINANCIAL STATEMENTS

Note 1. Summary of Significant Accounting Policies (continued)

Revenue Recognition -

Sales of spaces are recorded when contracts of sales are signed.

Cost of Spaces Sold -

The cost of each space sold is computed based on allocation of total expenses incurred in developing the Cemetery.

Improved Cemetery Lots -

Improved cemetery lots of the General Fund originally represented an arbitrary amount set up in 1941 with subsequent improvements added and deductions being made on a percentage of sales basis. This original amount was charged off to cost of lot sales based on a percentage of sales. In recent years improvements were added to a new development area. Improvements were started in a second development area in the year ended July 31, 2005. During the years ended July 31, 2013 and 2012, 15 spaces and 19 spaces respectively were sold from the new development areas.

Perpetual Care on Memorials-

The Cemetery requires a contribution to the care fund for perpetual care of memorials placed in the Cemetery. The perpetual care contribution is collected as a part of the memorial sale.

Perpetual Care on Lots -

Perpetual care on lots not fully paid for represents the amount to be transferred to the Perpetual Care Fund when the present accounts receivable for lot sales - in both General Fund and Perpetual Care Fund - are paid. This liability results from not transferring to the Perpetual Care Fund that amount of a lot sale that is to be held for perpetual care until the sale has been fully paid for. In the current year the perpetual care percentage of each lot was recorded as a liability at the time of the sale.

Estimates -

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Merchandise Trust – Granite and Bronze

A fund has been established and shown as an asset on the balance sheet for granite and bronze sales for future settings. Originally, the fund represented 125% of the current wholesale bronze cost on sales from July 1, 1990 to July 1, 2002. Effective July 1, 2002 state law requires that 80% of each payment or installment payments be put in this fund and remain in trust until the memorial is purchased and set. A corresponding liability is also shown on the balance sheet for the present obligation of memorials not set. The Merchandise Trust was underfunded at year-end due to the significant increase in the past three years of the cost of bronze.

Contingency for Future Settings -

The General Fund recorded pre-need memorial contracts as sales in prior years. An amount has been provided for the present obligation of memorials and foundations for those contracts not delivered at July 31. The Cemetery no longer sells memorials on a pre-need basis but several old contracts still remain.

FOREST CEMETERY ASSOCIATION
NOTES TO FINANCIAL STATEMENTS

Note 1. Summary of Significant Accounting Policies (continued)

Capital Improvement Fund - Beginning August, 1996 an additional \$25 per space is being charged and set aside in a Capital Improvement fund to be used for future capital improvements in the cemetery.

Donated Services-

An entity provided management personnel to Forest Cemetery Association for the year ended July 31, 2013 and 2012 and waived reimbursement in the amount of \$37,678 for each year.

Contributions of donated noncash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Note 2. Maintenance Funds

Perpetual Care -

Under the State Cemetery Act, Forest Cemetery Association is required, among other things, to collect and pay into a Perpetual Care Fund twenty percent (20%) of the gross sales price of each plot sold or \$50, whichever is greater.

Specific Trusts -

Specific Trust Funds, including the Spencer and Lane Funds, are restricted for flowers, seeding, sodding, and other maintenance of the specific plots as prescribed by the external source and are not available for general use by the cemetery. However any money in excess of \$50,000 for the Spencer Fund and \$2,000 for the Lane Fund is considered unrestricted and available for use by the Perpetual Care Fund. Other financing information relative to these funds is indicated in the captions on the financial statements and in other Notes to Financial Statements.

Note 3. Property and Equipment

A summary of changes in the property and equipment accounts of the General Fund and the related depreciation follows:

	Balance July 31, 2012	Net Additions (Disposals)	Balance July 31, 2013	Accumulated Depreciation
Office building and lot	\$ 18,694	\$ -	\$ 18,694	\$ 10,060
Land improvement	398,471	-	398,471	160,255
Equipment building and shop	49,605	-	49,605	26,188
Trucks	57,696	2,457	60,153	53,460
Machinery and equipment	188,326	-	188,326	139,339
Furniture and fixtures	19,948	-	19,948	19,948
	<u>\$ 732,740</u>	<u>\$ 2,457</u>	<u>\$ 735,197</u>	<u>\$ 409,250</u>

FOREST CEMETERY ASSOCIATION
NOTES TO FINANCIAL STATEMENTS

Note 3. Property and Equipment (continued)

The costs of depreciable assets are being depreciated primarily by use of the straight-line method.

Note 4. Retirement Plan

Effective October, 1985 the Board of Directors approved an annual individual retirement account contribution of \$750 each, for the permanent employees of the Association. For the fiscal years ending July 31, 2013 and 2012, one employee was eligible to participate in the retirement plan.

Note 5. Equipment Contracts Payable

In March, 2012 the Cemetery entered into a financing arrangement with a local funeral chapel to acquire \$4,316 of equipment for the Cemetery. The contract was open with no interest and had a year-end balance of \$2,500 as of July 31, 2012 and a zero balance at July 31, 2013.

In April, 2012 the Cemetery entered into a contract with a local equipment dealer for the purchase of \$8,025 of equipment. The contract is open with no interest and has a year-end balance of \$6,525 as of July 31, 2012 and 2013.

Note 6. Note Payable – Musco Corporation

In November, 2012, the Cemetery entered into a loan agreement for \$25,000 for cash flow purposes with an area business. The loan is due November 16, 2013 and has an interest rate of 1% and a year-end balance of \$25,000.

Note 7. Income Taxes

The federal 990 non-profit income tax returns of the Company for 2012, 2011, 2010 and 2009 are subject to examination by the IRS, generally for three years after they were filed.

Note 8. Subsequent Events

Management has evaluated subsequent events through September 13, 2013, the date on which the financial statements were available to be issued.

FOREST CEMETERY ASSOCIATION
 SCHEDULE OF REVENUE AND EXPENDITURES
 PERPETUAL CARE FUND
 Years Ended July 31, 2013 and 2012

	<u>2013</u>	<u>2012</u>	<u>Increase (Decrease)</u>
REVENUE			
Interest -			
Bank Iowa	\$ 528	\$ 1,055	\$ (527)
Dividends-			
Edward D. Jones	7,010	6,729	281
Rentals	250	250	-
Gain (loss) on sale of investment	352	(54)	406
Total revenue	<u>8,140</u>	<u>7,980</u>	<u>160</u>
EXPENDITURES			
Administrative -			
Flowers and miscellaneous	-	7	(7)
Legal and accounting	2,750	2,250	500
Total expenditures	<u>2,750</u>	<u>2,257</u>	<u>493</u>
Revenue over (under) expenditures before net unrealized gain (loss) on investments	5,390	5,723	(333)
Net unrealized gain (loss) on investments	<u>15,124</u>	<u>4,930</u>	<u>10,194</u>
Revenues over expenditures	<u>\$ 20,514</u>	<u>\$ 10,653</u>	<u>\$ 9,861</u>

See accountant's compilation report.



City Council
Communication
Meeting Date: April 7, 2014
Requested By: City Manager's
Office

Item Title:

Consider a resolution setting a date for a public hearing to confirm or deny a written order for removal of Water Board of Trustee member Errin Keltner.

Explanation:

This item is reserved for the purpose of scheduling a public hearing on the matter of confirming or denying the Mayor's written order for removal of Water Board of Trustee, Errin Keltner. The date of the proposed hearing is April 21, 2014 at 6:00pm in the City Council Chambers, 220 South Market Street, Oskaloosa Iowa.

Budget Consideration:

There is minimal financial impact associated with the scheduling of a public hearing in a local paper of circulation.

Attachments :

1. Resolution
2. Written Order for Removal
3. Keltner Request for Hearing

RESOLUTION NO. _____

**RESOLUTION SETTING DATE FOR A PUBLIC
HEARING FOR APRIL 21, 2014 AT 6:00PM TO
CONSIDER CONFIRMING OR DENYING A
WRITTEN ORDER FOR REMOVAL OF WATER
BOARD OF TRUSTEE MEMBER ERRIN KELTNER**

WHEREAS, a written order for removal consistent with Iowa Code §372.15 and Oskaloosa Code §2.32.180 was issued to Water Board of Trustee, Mr. Errin Keltner on March 5, 2014 by Mayor Krutzfeldt; and

WHEREAS, said written order outlines reasons for the decision to remove Mr. Errin Keltner from his appointed role as a member of the Water Board of Trustees; and

WHEREAS, pursuant to Iowa Code, §372.15 Mr. Errin Keltner is provided an opportunity to request a hearing before the City Council within thirty (30) days of the letter mailing; and

WHEREAS, the Oskaloosa City Clerk received a hand delivered Protest and Request for Public Hearing letter from Oskaloosa Municipal Water Department General Manager, Chad Coon, on behalf of Mr. Errin Keltner on April 1, 2014; and

WHEREAS, the Protest and Request for Public Hearing letter outlines a request for a public hearing as well as objections to the written order for removal,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Oskaloosa, Iowa that a public hearing will be held on Monday, April 21, 2014 at 6:00 p.m. in the City Council Chambers at City Hall, 220 South Market Street, Oskaloosa, Iowa at which time persons may appear and speak on the written order for removal of Water Board of Trustee, Errin Keltner.

PASSED AND APPROVED this 7th day of **April 2014**.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk



David Krutzfeldt

Mayor

david.krutzfeldt@oskaloosaiowa.org

Phone: 641.673.9431 Fax: 641.673.3047

March 5, 2014

Mr. Errin Keltner
1710 South Park
Oskaloosa, IA 52577

Re: Service as a Water Board of Trustee

Errin,

Consistent with the powers provided by Iowa Code § 372.15 and the Oskaloosa Code §2.32.180, this correspondence shall serve as written order to remove you from service as a Water Board of Trustee for the Oskaloosa Municipal Water Department.

My decision to order your removal from service is based upon on the lack of communication and cooperation we had in trying to make our operations more efficient and effective. This coupled with the budgeted multi-year water rate increases leads me to believe a change in the Water Board is necessary.

Under Iowa Code § 372.15 you may request a public hearing before the City Council if you file a request with the City Clerk within thirty (30) days of the mailing of this letter to you. If you fail to request a hearing, the removal will be effective on April 4, 2014.

Respectfully,

David Krutzfeldt

Mayor

Cc: City Council; City Clerk, Pete Settini

Protest and Request for Public Hearing

David Krutzfeldt, Mayor
City of Oskaloosa
City Hall
220 South Market Street
Oskaloosa, IA 52577

Dear Mayor Krutzfeldt:

Please take notice that I hereby protest your purported order dated March 5, 2014 for my removal as a Trustee of the Oskaloosa Municipal Water Department. As a duly appointed and acting Trustee of an independent entity established under Iowa Code, Chapter 388, I am not subject to removal because: (1) I am not a "city officer" within the meaning of Section 372.15 of the Iowa Code; and (2) removal of a Trustee of a municipal utility is governed by Iowa Code, Chapter §388, not Iowa Code Section §372.15.

I protest and dispute the power and jurisdiction of the Mayor and the City Council to effect my removal in this manner.

Notwithstanding such protest and without waiving it, I request a public hearing before City Council and I further request that my attorney Richard A. Malm and I be given written notice of the time and place of such hearing.



Errin Keltner
Trustee of the Oskaloosa Municipal Water Department
1710 S Park Ave
Oskaloosa, IA 52577-2476

c/c
Richard A. Malm
Dickinson, Mackaman, Tyler & Hagen
699 Walnut Street, Suite 1600
Des Moines, Iowa 50309

RECEIVED

APR 01 2014

CITY CLERK OF OSKALOOSA

1:39 pm



City Council
Communication
Meeting Date: April 7, 2014
Requested By: Public Works Dept.

Item Title:

Report to discuss the 2014 Spring Clean Up program.

Explanation:

Staff is prepared for a Spring Clean Up event for this year. The event will take place on April 28, 29, 30, and May 1, 2014. The City will be divided in four quadrants as follows:

- The southeast quadrant (south of A Avenue East and east of South Market Street) will be picked up on Monday, April 28.
- The northeast quadrant (north of A Avenue East and east of North Market Street) will be picked up on Tuesday, April 29.
- The northwest quadrant (north of A Avenue West and west of North Market Street) will be picked up on Wednesday, April 30.
- The southwest quadrant (south of A Avenue West and west of South Market Street) will be picked up on Thursday, May 1.

Residents will be required to put their items on the curb or edge of the property by 7:00 a.m. on the designated day for their quadrant. The event is open to Oskaloosa residents only and business waste will not be accepted through this program. A notice to residents will be advertised and also placed on the City Website. If the items are placed outside before the spring cleanup event time, then the property owners and residents may be subject to nuisance and code violations.

Budget Consideration:

The labor and equipment associated with the clean-up.

Attachments :

Press release and cost estimate.

NOTICE TO OSKALOOSA RESIDENTS



The City of Oskaloosa
is offering
Residential Clean-UP Days
on **April 28, 29, 30, May 1**

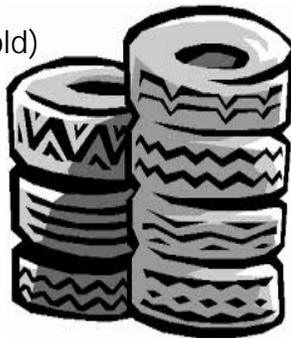


The following guidelines will be used for the pickup:

- 1.) The city will be divided into four quadrants.
 - The **southeast quadrant** (south of A Avenue East and east of South Market) will be picked up on **Monday, April 28**.
 - The northeast quadrant (north of A Avenue East and east of North Market Street) will be picked up on **Tuesday, April 29**.
 - The **northwest quadrant** (north of A Avenue West and west of North Market Street) will be picked up on **Wednesday, April 30**.
 - The **southwest quadrant** (south of A Avenue West and west of South Market Street) will be picked up on **Thursday, May 1**.
- 2.) Items must be placed on the curb or edge of the property by 7:00 a.m. on the morning of pickup for that area of town. Each quadrant will only be picked up on the day scheduled. The event is open to all Oskaloosa residents. **BUSINESS WASTE IS NOT ACCEPTED THROUGH THIS PROGRAM.**

Only the following items will be picked up:

- Furniture
- Appliances: (Limit 3 per household)
Including
Refrigerators,
Stoves,
Televisions,
Hot water heaters,
Microwaves,
Freezers
- Other large, bulky items the
garbage haulers cannot pick up.



TIRES WILL NOT BE PICKED UP. Tires must be taken directly to the **Mahaska County Landfill** at **2979 HWY 63** from **April 28th - May 3rd**. Hours: **Mon - Fri 7:00 am - 3:45 pm**
Sat 7:00 am - 11:45 am

- No tires from Semi, Construction, farm, hobby- such as race car tires
- Maximum 10 tires per load.
- Maximum 1 load per event.
- Provide house address to landfill

The city will not pick up any garbage bags, yard waste, paint cans (unless open and dried out), batteries, hazardous waste items or construction material.

Items not picked up by the city will be the responsibility of the property owner or renter to properly dispose of within 24 hours.

If you have any questions, call Public Works 673-7472 or City Hall 673-9431

		2014 Estimate	2013	2010	2009 *	2008	2007
Leaf Clean Up	Hours				191	416	NR
Brush clean Up	Hours			301			NR
Spring Clean Up	Hours	550	401		128	183	156
Fuel	Gallons	450	416	162	200	200	200
Total Cost **	Dollars	\$15,000	\$11,771	\$9,597	\$10,270	\$18,670	\$5,380

Note: * In 2009 streets employees were able to clean leaves only on one quadrant of the city
** The cost was calculated based on \$30/hour for full-time labor, \$10/hr for part-time labor, \$0/hr for community service, and \$3.5/Gallon for fuel
NR - Not recorded, will have to pull old time sheets to get hours

2013 Spring Cleanup Summary

The 2013 spring program was from April 29th to May 2nd.

Category	Quantities
Garbage/Trash	133.62 Tons / 166 truck loads
Tires	33 Tons
Appliances	30 truck loads

Total Fuel Consumed	416 Gallons		\$1,456.00
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Activity Hours			
Street Division	240 Hours		\$7,200.00
Wastewater Division	75 Hours		\$2,250.00
Community Service	65 Hours		\$0.00
Engineer Division	21 Hours		\$630.00
Total Hours	401 Hours		\$10,080.00

Advertisement			\$235.00
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Equipment:

7 dump trucks, 2 front end loaders, and 1 skid steer loader.



City Council
Communication
Meeting Date: April 7, 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: April 7, 2014

Requested By: Mayor & City Council

ITEM TITLE: CITY COUNCIL INFORMATION & REPORTS FROM COUNCIL MEMBERS SERVING ON BOARDS AND COMMISSIONS

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.

Mahaska County Conference Board - David Krutzfeldt

Emergency 9-1-1 - Tom Walling

Enterprise Zone Commission - Doug Yates

Housing Trust Fund Committee - Joe Caligiuri

Oskaloosa Area Chamber & Development Group - David Krutzfeldt

Joint County-Mahaska Disaster Services and Emergency Planning Administration - Aaron Ver Steeg

Joint Law Enforcement Center Board - Aaron Ver Steeg

Mahaska County Agency on Aging - Aaron Ver Steeg

Mahaska Community Recreation Foundation - Scottie Moore

Budget Consideration:

Not applicable, report(s) only.

Attachments :

None.