



**City of Oskaloosa
City Council Meeting Regular Session
Council Chambers
City Hall, 220 S. Market Street
Oskaloosa IA, 52577
Agenda
September 2, 2014**

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

1. Invocation: Pastor Steve Cox, Bethel Baptist 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. August 18, 2014 Regular City Council Meeting Minutes2.
September 2, 2014 Agenda

Documents: [CITY COUNCIL MINUTES AUGUST 18, 2014.DOC](#)

B. Receive and file minutes of Boards and Commissions

Any recommendations contained in minutes become effective only upon separate

Council action.

1. July 28, 2014 Library Board Minutes
2. August 6, 2014 Civil Service Commission Minutes
3. August 1, 2014 Airport Commission Minutes
4. August 26, 2014 Board of Adjustment Minutes

Documents: [JULLIB 2014 MINUTES.DOC](#), [CIVIL SERVICE MINUTES.PDF](#),
[AUGUST 1 2014 AIRPORT MINUTES.PDF](#), [BOA MIN. 8-26-2014.DOCX](#)

C. Consider approval of a renewal application for a Class C Beer Permit from Danlee Corp. dba Jiffy, 315 A Avenue East.

Who is submitting this City Clerk/Finance Department
item.

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

D. Consider payment of claims for August 2014.

Who is submitting this City Clerk/Finance Department
item.

Documents: [CITY COMM-CLAIMS.DOCX](#), [COUNCIL CLAIMS LIST
08262014.PDF](#), [MANUAL CHECK REPORT 08222014.PDF](#), [MOST CLAIMS
OVER 500 DOLLARS.XLSX](#)

E. Consider a resolution approving the FY 2014 Street Finance Report.

Who is submitting this City Clerk/Finance Department
item.

Documents: [CITY COMM-STREET FINANCE REPORT.DOC](#), [STREET
REPORT RES FY14.DOC](#), [STREET FINANCE REPORT.PDF](#)

F. Consider a motion to approve the request from the Oskaloosa High School Student Council for the Homecoming Parade.

Who is submitting this City Manager Department
item.

Documents: [ITEM - HOMECOMING PARADE.DOCX](#), [LETTER RE
HOMECOMING PARADE.PDF](#)

G. Consider appointments to the Planning and Zoning Commission.

Who is submitting this City Manager Department
item.

Documents: [ITEM - P AND Z APPOINTMENTS.DOCX](#), [PZ APPLICATIONS.PDF](#)

H. Consider a resolution approving the disposal of surplus city-owned equipment.

Who is submitting this City Clerk/Finance Department
item.

Documents: [ITEM - DISPOSAL OF CITY-OWNED EQUIPMENT.DOCX](#),
[EQUIPMENT DISPOSAL SEPTEMBER 2014.XLSX](#), [RESOLUTION DISPOSAL OF CITY-OWNED EQUIPMENT.DOC](#)

- I. **Consider a resolution scheduling a public hearing for October 6, 2014 to consider levying a special assessment against private property for sewer repair at 407 4th Avenue East, Oskaloosa, Iowa, in accordance with Oskaloosa City Code 13.08.50 and directing notice to the owners of the property to be assessed.**

Who is submitting this item. City Clerk/Finance Department

Documents: [CITY COMM-SEWER REPAIR ASSESSMENT.DOC](#),
[RESOLUTION NO PH SEWER ASSESSMENT.DOCX](#)

- J. **Consider a resolution fixing date for a public hearing on the proposal to enter into a development agreement with Ironwood Partners, LLC and providing for publication of notice thereof.**

Who is submitting this item. City Manager

Documents: [20140902 - THE RESERVES AT IRONWOOD DA SCHEDULING PUBLIC HEARING.DOCX](#), [RESOLUTION - PUBLIC HEARING DEVELOPMENT AGREEMENT THE RESERVES AT IRONWOOD.DOCX](#), [DRAFT DA THE RESERVES AT IRONWOOD.DOCX](#)

- K. ----- **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 - Four vacancies to fill upon appointment for unexpired terms; two that end April 30, 2015 and two that end April 30, 2017. This is a seven member board that typically meets the 2nd Monday of the month as needed. (3 males and 0 females currently serve with 4 vacancies)
- Board of Adjustment - One vacancy to fill upon appointment for an unexpired term that ends April 30, 2017. This is a five member board that typically meets as needed on the fourth Tuesday of the month. (4 males currently serve with 1 vacancy)
- Water Board - One vacancy to fill upon appointment for an unexpired term that ends June 30, 2018. This is a three member board that typically meets the first Monday after the 10th of the month. (2 males currently serve with 1 vacancy)
- Mahaska County Solid Waste Management Commission and Ad Hoc Recycling Committee - Five vacancies to fill to serve one year terms from January 1, 2015 through December 31, 2015. Two members of the commission also serve on the Ad Hoc Recycling Committee. This is a five member board that typically meets once a month. (3 males and 1 female currently serve with 1 vacancy)

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

7. Regular Agenda

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

- A. **Consider a resolution levying a special assessment against private property for cleanup of a property located at 610 C Avenue East, Oskaloosa, Iowa by the City of Oskaloosa, Iowa in accordance with Chapter 8.08.080 of the City Code of the City of Oskaloosa, Iowa. (PUBLIC HEARING)**

Who is submitting this item. City Clerk/Finance Department

Documents: [CITY COMM-SPECIAL ASSESSMENT.DOC](#), [RESN 610 C AVENUE EAST.DOCX](#)

- B. **Consider a resolution levying a special assessment against private property for cutting and removal of weeds by the City of Oskaloosa, Iowa, in accordance with Title 8 Chapter 8.20 of the City Code of the City of Oskaloosa, Iowa. (PUBLIC HEARING)**

Who is submitting this item. City Clerk/Finance Department

Documents: [CITY COMM-WEED ASSESSMENT JUNE.DOC](#), [RESOLUTION ASSESSMENT JUNE 2014.DOCX](#), [COPY OF EXHIBIT A JUNE 2014.XLSX](#)

- C. **Consider an ordinance to vacate and sell 120' X 16.5' of the north-south alley and 56.5' X 16.5' of the east-west alley adjacent to 701 High Avenue West - 1st reading. (PUBLIC HEARING)**

Who is submitting this item. Public Works Director

Documents: [ITEM - 701 HIGH AVENUE WEST ALLEY VACATE.DOCX](#), [ORD - 701 HIGH AVENUE WEST.DOCX](#), [MAP 701 HIGH AVE W ALLEY VACATE.PDF](#), [PICTURES.PDF](#), [APPLICATION 701 HIGH AVE W ALLEY VACATE .PDF](#), [SURVEY RESPONSE POSTCARDS 701 HIGH AVE W.PDF](#)

- D. **Consider an ordinance to vacate and sell 60' X 16.5' of the east-west alley adjacent to 701 2nd Avenue East - 1st reading. (PUBLIC HEARING)**

Who is submitting this item. Public Works Director

Documents: [EXPLANATION 701 2ND AVENUE EAST ALLEY VACATE.DOCX](#), [ORDINANCE - 701 2ND AVENUE EAST ALLEY VACATE.DOCX](#), [MAP 701 2ND AVE E ALLEY VACATE.PDF](#), [PICTURES.PDF](#), [APPLICATION 701 2ND AVE E ALLEY VACATE .PDF](#), [SURVEY RESPONSE POSTCARDS.PDF](#)

- E. **Consider an ordinance amending the city's electric franchise agreement with MidAmerican Energy Company, and increasing the existing electric franchise fees by an additional 2.0% of the company's gross revenues for all service classes, and amending the city's revenue purpose statement for use of franchise fee revenues. (2nd READING)**

Who is submitting this item. City Manager

Documents: [20140902 - FRANCHISE FEE ELECTRIC.DOCX](#), [20140818 - FRANCHISE FEE AMENDMENT ELECTRIC.DOCX](#), [20140818 - REVENUE PURPOSE STATEMENT.DOCX](#)

- F. Consider an ordinance amending the city's natural gas franchise agreement with MidAmerican Energy Company, and increasing the existing gas franchise fees by an additional 2.0% of the company's gross revenues for all service classes, and amending the city's revenue purpose statement for use of franchise fee revenues. (2ND READING)**

Who is submitting this City Manager
item.

Documents: [20140902 - FRANCHISE FEE GAS.DOCX](#), [20140818 FRANCHISE FEE AMENDMENT NATURAL GAS.DOCX](#), [20140818 - REVENUE PURPOSE STATEMENT.DOCX](#)

- G. Consider an ordinance amending ordinance nos. 576, 1064 and 1106, providing that general property taxes levied and collected each year on all property located within the amended Oskaloosa Urban Renewal Area, in the City of Oskaloosa, County of Mahaska, State of Iowa, by and for the benefit of the State of Iowa, City of Oskaloosa, County of Mahaska, Oskaloosa Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the Amended Oskaloosa Urban Renewal Area (Amendment No. 1 to the Oskaloosa Amended and Restated Urban Renewal Plan) - 2nd reading.**

Who is submitting this City Manager
item.

Documents: [20140902 - ORDINANCE IMPLEMENTING COLLECTION OF TAX INCREMENT REVENUE.DOCX](#), [20140818 - ORDINANCE TO COLLECT TAX INCREMENT REVENUES IN OSKALOOSA AMENDED AND RESTATED URBAN RENEWAL AREA.DOCX](#)

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

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

agenda items, or request items to be sent to Committee for review and discussion.

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

10. **Adjournment**

THE REQUIREMENT THAT AN ORDINANCE BE READ THREE (3) TIMES BEFORE PASSAGE MAY BE WAIVED BY COUNCIL UPON AN AFFIRMATIVE VOTE OF SIX (6) OF THE SEVEN (7) COUNCIL MEMBERS. THE PUBLIC IS ADVISED TO TAKE NOTE OF THIS PROCESS AND BE PREPARED TO SPEAK EITHER FOR OR AGAINST ANY ORDINANCE AT THE TIME OF FIRST READING.

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: September 2, 2014
Requested By: Mayor & City Council

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

1. Invocation: Pastor Steve Cox, Bethel Baptist 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: September 2, 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. Time shall be limited to no more than three minutes. 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 approval of a renewal application for a Class C Beer Permit from Danlee Corp. dba Jiffy, 315 A Avenue East
- No complaints received.
- Item D.** Consider payment of claims for August 2014.
- Item E.** Consider approval of 2014 Street Finance Report.
- Item F.** Consider request from the Oskaloosa High School Student Council for the homecoming parade.
- Item G.** Consider appointments to the Planning and Zoning Commission.
- Item H.** Consider a resolution approving disposal of surplus city-owned equipment.
- Item I.** Consider a resolution scheduling a public hearing for October 6, 2014 to consider levying a special assessment against private property for sewer repair at 407 4th Avenue East, Oskaloosa, Iowa, in accordance with Oskaloosa City Code 13.08.50 and directing notice to the owners of the property to be assessed.
- Item J.** Consider a resolution scheduling a public hearing on a development agreement with Ironwood Partners for The Reserves at Ironwood project.



City Council Communication

Meeting Date: September 2, 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. August 18, 2014 City Council Regular Meeting Minutes
 - 2. September 2, 2014 Agenda

- B. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - 1. July 28, 2014 Library Board Minutes
 - 2. August 6, 2014 Civil Service Commission Minutes
 - 3. August 1, 2014 Airport Commission Minutes
 - 4. August 26, 2014 Board of Adjustment Minutes

Budget Consideration:

Not applicable.

Attachments :

August 18, 2014 City Council Regular Meeting Minutes
July 28, 2014 Library Board Minutes
August 6, 2014 Civil Service Commission Minutes
August 1, 2014 Airport Commission Minutes
August 26, 2014 Board of Adjustment Minutes

OSKALOOSA CITY COUNCIL
REGULAR MEETING
August 18, 2014

The Oskaloosa City Council met in regular session on Monday, August 18, 2014, at 6:00 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Caligiuri, Jimenez, Moore, Van Zetten, Ver Steeg, Walling, and Yates.

Gary Greene, 1510 Edmundson Drive, Suite 4, and Andrew Jensen, 2109 Edmundson Drive, commented on sidewalks on Edmundson Drive. Wayne Hook, 205 Fairview Drive, commented regarding gas and electric franchise fees. Terry Wolfswinkle, 211 North J Street, and Gary Fisher, owner of Quality Car Wash located at 1101 A Avenue West, commented regarding the alley vacation at 211 North J Street.

It was moved by Yates, seconded by Caligiuri, to approve the following consent agenda items:

1. August 4, 2014 Regular City Council Meeting Minutes
2. August 18, 2014 Agenda
3. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - a. July 21, 2014 Water Board Minutes
 - b. August 11, 2014 Planning and Zoning Commission Minutes
 - c. August 12, 2014 Historic Preservation Commission Minutes
4. Application for a Class C Liquor License with Sunday Sales for Davina Van Helten/Julie Clark dba The Klubhouse LLC, 607 High Avenue West
5. Receive and file financial reports for July 2014.

The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared such motion approved.

Yates introduced "AN ORDINANCE AMENDING THE OSKALOOSA, IOWA CITY CODE BY DELETING THE CURRENT SECTION 6.04.090 IN ITS ENTIRETY AND INSERTING IN LIEU THEREOF AN AMENDED SECTION 6.04.090" and moved its approval on the third reading. Caligiuri seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said ordinance duly adopted. The ordinance was assigned No. 1362.

Yates introduced "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA, BY AMENDING PROVISIONS PERTAINING TO SECTION 10.48.030 – "ANGLE PARKING" BY ALLOWING ANGLE PARKING ON A PORTION OF NORTH K STREET" and moved its approval on the third reading. Caligiuri seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said ordinance duly adopted. The ordinance was assigned No. 1363.

Yates introduced Resolution No. 14-08-66 entitled "RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO CONSIDER AN ORDINANCE TO VACATE THE NORTH-SOUTH AND EAST-WEST ALLEY ADJACENT TO 701 HIGH AVENUE WEST, AND THE SALE OF SAID PUBLIC ALLEY RIGHT-OF-WAY" and moved its approval. Caligiuri seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Yates introduced Resolution No. 14-08-67 entitled "RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO CONSIDER AN ORDINANCE TO VACATE THE EAST-WEST ALLEY ADJACENT TO 701 2ND AVENUE EAST, AND THE SALE OF SAID PUBLIC ALLEY RIGHT-OF-WAY" and moved its approval. Caligiuri seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Yates introduced Resolution No. 14-08-68 entitled "A RESOLUTION AMENDING THE CITY'S CONDITIONAL SUPPORT OF IRONWOOD PARTNERS, LLC APPLICATION FOR SECTION 42 FEDERAL LOW-INCOME HOUSING TAX CREDITS THROUGH IOWA FINANCE AUTHORITY" and moved its approval. Caligiuri seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

It was moved by Yates, seconded by Caligiuri to appoint Ken Allsup to the Library Board of Trustees to fill an unexpired term that expires July 30, 2017. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Brian Booy, Wayne Hook and Gary Greene addressed the council regarding Tuscan Village.

It was moved by Ver Steeg, seconded by Van Zetten, to approve the site plan for the property referred to as Tuscan Village located at 1510 Edmundson Drive with the stipulation that sidewalks be installed once the city installs sidewalks from the West Gate to the property line at Tuscan Village. The roll was called and the vote was:

AYES: Van Zetten, Ver Steeg and Walling

NAYS: Caligiuri, Jimenez, Moore, and Yates

Whereupon the Mayor declared said motion defeated.

It was moved by Yates, seconded by Jimenez, to approve the revised site plan for the property referred to as Tuscan Village located at 1510 Edmundson Drive, with the following amendments:

1. The location of the northernmost building has moved
2. The sidewalks to the storage units extend to the property line to connect with the park
3. The storage units lighting plan has changed
4. The driveway culvert material is now high density polyethylene instead of concrete
5. A 60-day extension for installation of sidewalks from the September 3, 2014 deadline to allow time for the city council to reconsider sidewalk requirements.

The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Gary Fisher and Terry Wolfswinkle addressed the council regarding the alley vacation at 211 North J Street.

Caligiuri introduced "AN ORDINANCE VACATING THE NORTH-SOUTH PUBLIC ALLEY ADJACENT TO 211 NORTH J STREET, AND THE SALE OF SAID PUBLIC ALLEY RIGHT-OF-WAY" moved its approval on the second reading. Ver Steeg seconded the motion. The roll was called and the vote was:

AYES: Caligiuri, Van Zetten, and Ver Steeg

NAYS: Jimenez, Moore, Walling, and Yates

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

The Mayor announced this was the time and place for the public hearing to consider an ordinance amending the natural gas franchise agreement with MidAmerican Energy Company. Wayne Hook, 205 Fairview Drive. commented. Written comments were read and received from Andrew Jensen, Executive Director for MCDG. The Mayor declared said hearing closed.

Yates introduced "AN ORDINANCE AMENDING THE FRANCHISE AGREEMENT WITH MIDAMERICAN ENERGY COMPANY BY STRIKING AND REPLACING PORTIONS OF SECTION 13.12.140 FRANCHISE FEE WITH LANGUAGE REFLECTING AN ADDITIONAL 2% ACROSS THE BOARD INCREASE TO EXISTING FRANCHISE FEE RATES FOR NATURAL GAS" and moved its approval on the first reading. Caligiuri seconded the motion. The roll was called and the vote was:

AYES: Caligiuri, Jimenez, Moore, and Yates

NAYS: Van Zetten, Ver Steeg, and Walling

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

The Mayor announced this was the time and place for the public hearing to consider an ordinance amending the electric franchise agreement with MidAmerican Energy Company. Wayne Hook, 205 Fairview Drive, commented. Written comments were read and received from Andrew Jensen, Executive Director for MCDG. The Mayor declared said hearing closed.

Caligiuri introduced "AN ORDINANCE AMENDING THE FRANCHISE AGREEMENT WITH MIDAMERICAN ENERGY COMPANY BY STRIKING AND REPLACING PORTIONS OF SECTION 13.16.140 FRANCHISE FEE WITH LANGUAGE REFLECTING AN ADDITIONAL 2% INCREASE TO EXISTING FRANCHISE FEE RATES FOR ELECTRIC" and moved its approval on the first reading. Yates seconded the motion. The roll was called and the vote was:

AYES: Caligiuri, Jimenez, Moore, and Yates

NAYS: Van Zetten, Ver Steeg, and Walling

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

Yates introduced Resolution No. 14-08-69 entitled "A RESOLUTION APPROVING AND ADOPTING A REVENUE PURPOSE STATEMENT FOR THE USE OR EXPENDITURE OF FEE REVENUES FROM PROPOSED NATURAL GAS AND ELECTRIC FRANCHISE FEES" and moved it approval. Caligiuri seconded the motion. The roll was called and the vote was:

AYES: Caligiuri, Jimenez, Moore, and Yates

NAYS: Van Zetten, Ver Steeg, and Walling

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 14-08-70 entitled "A RESOLUTION CALLING A SPECIAL CITY ELECTION" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Van Zetten introduced a resolution entitled "A RESOLUTION APPROVING A MOTION TO SUBMIT TO THE VOTERS OF THE CITY OF OSKALOOSA, IOWA AT PUBLIC ELECTION THE QUESTION OF WHETHER TO DISCONTINUE THE OSKALOOSA MUNICIPAL WATER BOARD OF TRUSTEES" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

AYES: Jimenez, Van Zetten, and Ver Steeg

NAYS: Caligiuri, Moore, Walling, and Yates

Whereupon the Mayor declared said resolution defeated.

The Mayor announced this was the time and place for the public hearing to consider a resolution determining an area of the city to be a blighted and economic development area, and that the rehabilitation, conservation, redevelopment, or a combination thereof, of such area is necessary in the interest of public health, safety or welfare to the residents of the city; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 1 to the Oskaloosa Amended and Restated Urban Renewal Plan. There were no oral or written comments received. The Mayor declared said hearing closed.

Caligiuri introduced Resolution No. 14-08-71 entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE A BLIGHTED AND ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE OSKALOOSA AMENDED AND RESTATED URBAN RENEWAL PLAN" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Moore introduced "AN ORDINANCE AMENDING ORDINANCE NOS. 576, 1064 AND 1106, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED OSKALOOSA URBAN RENEWAL AREA, IN THE CITY OF OSKALOOSA, COUNTY OF MAHASKA, STATE OF

IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF OSKALOOSA, COUNTY OF MAHASKA, OSKALOOSA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED OSKALOOSA URBAN RENEWAL AREA (AMENDMENT NO. 1 TO THE OSKALOOSA AMENDED AND RESTATED URBAN RENEWAL PLAN)” and moved its approval on the first reading. Jimenez second the motion. The roll was called and the vote was:

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

NAYS: None

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

It was moved by Ver Steeg, seconded by Moore that the meeting adjourn. Motion was carried unanimously. The meeting adjourned at 7:56 p.m.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

MINUTES

OSKALOOSA PUBLIC LIBRARY BOARD OF TRUSTEES

MONDAY – JULY 28, 2014 -- 4:00 P.M.

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

Minutes: Bishop called for a motion to approve the minutes of the June 25, 2014, Board meeting. Motion was made by Collins, seconded by Slobe, to approve the minutes of the June 25, 2014, Board meeting. Motion passed.

Board Correspondence, Public Input or Friends Report: None.

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

Page Position: William updated the Board on the situation with the library page who injured her knee while at work. Due to medical issues not related to the knee injury, the City Manager requested that we terminate her employment effective Friday, July 18. City Hall has posted the listing for the now open position, and we will take applications through Monday, August 11.

Programs and Events Update: Summer Reading will draw to a close this week. Because of the Southern Iowa Fair and other events going on in town, attendance has dropped, but Kilie continues to provide exemplary programs to those children who attend. There were visits from Laura DeCook, who brought snakes, Ben's Bubble Show, and Master Gardner Suzette Striegel. There was a Mini-Comic Con, which attracted 20 teens. For adults, Doug Wilson, a coal mining historian, presented a program on Muchakinock, which drew 40 adults.

The Summer Lunch program, though low in numbers, is going well. There is a sufficient number of site supervisors and volunteers.

William said that planning for Mahaska Reads continues. The kick-off will be on Monday, September 15 with Mahaska Book Night. Members of the committee will be giving away a limited number of free copies of this year's selection, courtesy of the Library Foundation. On Tuesday, September 16, Pete Grady will be portraying Ulysses S. Grant.

Boiler Pipe Leak Update: William told the Board that he had received the invoice from Baker Group for the work done to correct the leak in the boiler piping. However, William contacted the billing department because of a discrepancy with the labor hours they billed. The representative that William spoke with said that they do bill for transportation time, but she would look into the situation. When William called on Wednesday, she said that the repair man had traveled to the library to investigate the leak and then went to retrieve parts for the leak. The wrapping of the pipes, which Baker was to contract out, has yet to be completed.

Board of Trustee's Library Policy Manuals: William said that the policy manuals will be ready next month.

Committee Reports:

Staff Committee – Jane Ireland, chair: None.

Budget & Finance Committee – Judy Bishop, chair: None

Policy & Planning Committee – Candace Slobe, chair: The Committee met and will have items under New Business.

Technology Committee – Kathy Rothfus, chair: None

Building & Grounds – Michael Collins, chair: Mike said that the committee met. They talked about the Baker Group invoice for the repair of the boiler piping. They also discussed the Cicada killers in the Reading Garden. Sally said that she noticed that the Reading Garden had been weeded and that it looked much better. William said that the care of the garden was a combined effort between the City’s Parks Department and Building Manager Mike Calzaretta. William is also working with the Key Club to do a day of weeding. Candace mentioned the United Way Day of Caring, where volunteers help with projects in the community.

Unfinished Business:

3M Self-check Machine: At the August meeting the Board approved the purchase of a 3M Self check System Model 6422 (V2) at the cost of \$16,620.00, with \$5,000 to come from the Riefe Memorial Fund, \$5,000 to come from the Dillon 3M Repair Fund, and \$6,620 from the Library Maintenance Fund. However, the City Clerk felt that the Library Maintenance Fund was not appropriate for this purchase because the original machine was purchased after the renovation of the library with memorial funds, not the Library Maintenance Fund. William said that one option would be to use \$11,620 from the Riefe Memorial Fund and \$5,000 from the Dillon 3M Repair Fund. He asked the Board to discuss this and other options and make a motion to amend the original motion. During discussion Kathy voiced concern about depleting the Riefe Memorial Fund so quickly. After discussion, motion was made by Posovich, seconded by Collins, to change the original motion and to approve the purchase of the self-check using \$11,620 from the Riefe Memorial Fund and \$5,000 from the Dillon 3M Repair Fund. Motion passed.

Boiler Piping Leak Invoice: William said that he asked Baker Group to amend their service report to be more specific about what work was done. He asked for the Board to approve payment of the bill since it was over \$500. Motion was made by Rothfus, seconded by Slobe, to approve payment of the bill. After discussion, the motion was unanimously denied. Motion was made by Harbour, seconded by Collins, to hold the Baker Group bill and not pay it until the Board has received more information concerning the work done and the wrapping of the pipes has been completed by the contracted company. Motion passed unanimously.

Election of Officers for FY15: Rothfus nominated Judy Bishop for president. Harbour seconded the nomination. Being no other nominations, Judy Bishop will be Board president for FY15. Rothfus nominated Mike Collins for vice-president. Slobe seconded the nomination. Being no other nominations, Mike Collins will be Board vice-president for FY15. Rothfus nominated Susan Hasso to continue as Board secretary. Posovich seconded the nomination. Being no other nominations, Susan Hasso will be Board secretary for FY15.

New Business:

Borrowing and Circulation Policy Review: The changes to the Borrowing and Circulation Policy include the following:

Under “In-Library Use of Materials” add “sexual orientation” and “gender identity” following “religion”.

Under “Circulation-Loan Periods for Materials” change “No” to “Yes” for Media-DVD/Blu-ray (feature), DVD games.

Under “Non-returned Library Materials” add “The library will not accept long overdue materials if the account has been reported to the Credit Bureau for those items.”

Motion was made by Rothfus, seconded by Slobe, to approve the Borrowing and Circulation Policy with the proposed changes. Motion passed.

Unattended Children Policy Review: There were no changes to the Unattended Children Policy. Motion was made by Harbour, seconded by Posovich, to affirm the Unattended Children Policy as is. Motion passed.

Children’s Programming Policy Review: The change to the Children’s Programming Policy is the addition of the following sentence: “Children who incessantly exhibit disruptive behavior that detracts from the experience of others in attendance may be asked to leave the programming room.” Motion was made by Slobe, seconded by Rothfus, to approve the Children’s Programming Policy with the recommended change. Motion passed.

Softchoice Endpoint Protection Quote: William asked the Board to approve the renewal of our Softchoice endpoint protection software for the library's computers for \$514.14 with payment to come from the General Fund. Motion was made by Harbour, seconded by Slobe, to approve the renewal of the library's Softchoice endpoint protection software for the library's computers at a cost of \$514.14 to come from the General Fund. Motion passed.

Approval of Claims: Motion was made by Collins, seconded by Rothfus, to approve payment of July claims. Motion passed.

President's Remarks: Bishop thanked everyone for coming to the meetings and for being so cooperative to work with.

Adjournment: Motion was made by Posovich, seconded by Harbour, to adjourn. Motion passed.

The next regular meeting will be on Monday, August 25, 2014, at 4:00 p.m. in the library meeting room.

Respectfully submitted,

Susan Hasso
Library Administrative Assistant
for the Board

CITY OF OSKALOOSA
CIVIL SERVICE COMMISSION
August 6, 2014

The City of Oskaloosa Civil Service Commission met Wednesday, August 6, 2014 at 4:00 p.m. Andy Holmberg called the meeting to order with Jake Huyser and Ken Seemann present. Also present were Mark Neff, Fire Chief; Amy Miller, City Clerk and John McPhee with the Fire Service Training Bureau.

It was moved by Seemann, seconded by Huyser to approve the July 2, 2014 minutes. Motion carried unanimously.

Fire Chief Mark Neff and John McPhee with the Fire Service Training Bureau reviewed testing requirements and procedures.

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

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

The meeting adjourned at 5:12 p.m.

Andy Holmberg, Chairman

ATTEST:

Amy Miller, City Clerk

Oskaloosa Fire Department Entrance Exam

10-06-14

Civil Service list posting to begin application period

Advertise Oskaloosa Herald and Shopper, city website, firehouse and other free websites

10-31-14 17:00

Application period closes

11-03-14

Invitations to test letters mailed

11-15-14

09:00 Agility Test Pass/Fail

12:30 Written exam 80% passing proctored by: Mike Dursky?

14:00 Interviews (outside of area first)

11-17-14 Interviews if needed

11-18-14 Interviews if needed

11-20-14

List to Civil Service for certification

Oskaloosa Fire Department Promotional Assessment Center

09-15-2014: 0830hrs

Promotional packets available for pickup by candidates @ HR. (Includes timeline, procedures and study material information.

09-19-14 1700hrs

Promotional packet handout ceases

Procedure and Timeline

12-16-14 0900-1200hrs

Essay questions completed in council chambers. (Dylan Mulfinger?) to administer.

12-17-14 09:00-10:30

Written examination given proctored by John McPhee, Fire Service Training Bureau.
(required 80%passing)

09:00-10:15

Essay questions reviewed and scored by fire service panel.

11:00 (30-45 minutes per candidate)

Begin scenario based interviews.

12:00-13:00 Lunch provided to assessors

Finish review and scoring of essay questions

13:15-completion

Finish scenario based interviews.

After completion of scenario based interviews compile information.

12-18-14

List of final scores and list for certification to Civil Service

MINUTES
OSKALOOSA AIRPORT COMMISSION
August 1, 2014

Meeting of the Oskaloosa Airport Commission was called to order at 3:07p.m. on Friday, August 1, 2014.

1. ROLL CALL: Roll was taken with the following present: Steve Brown, Kraig Van Hulzen, James Johnson, Larry Lewis and Jerry Strunk [Midwest Aviation].
2. APPROVAL OF THE MINUTES: Moved by Kraig Van Hulzen and seconded by James Johnson to approve the minutes of the July 1, 2014 meeting. Motion carried.
3. FINANCIAL REPORT: Moved by Larry Lewis and seconded by Kraig Van Hulzen to approve the financial report. Motion carried.
4. REVIEW AND APPROVE BILLS: Moved by James Johnson and seconded by Larry Lewis to pay bills totaling \$7,279.31. Motion carried. A copy of the water bill for \$24.90 will be forwarded to Mark Haines for reimbursement.
5. MANAGER'S REPORT: See attached.
6. OLD BUSINESS:
 - a) Security lights: All lights except the one by the gas house have been installed. That will involve installing a new pole at a cost of about \$1,000.00. It was decided to replace a mercury vapor light on a nearby pole with LED lights directed toward the gas house. No proposal has been received on interior lighting.
 - b) Ford pickup repairs: No estimates have been obtained yet.
 - c) Sweep ramp, taxiway and runway: This project is complete.
 - d) Ramp and taxiway repair: Received proposals from Cremer Concrete for \$12,250.00 using a Flexi-Grip product and from Norris Asphalt for \$27,486.38 using asphalt. Van's Concrete is supposed to be submitting a proposal. Kraig Van Hulzen moved that Van's be contacted and told that a proposal must be received by Wednesday, August 6th, and at that time we accept the lowest bid. Larry Lewis seconded. Motion carried.
 - e) Co-Rayvac heating system: Johnson's Heating has been contacted, but they have not submitted a proposal for repairing the system.
 - f) Insulate and repair the old door on maintenance hangar: Foam Pro hopes to have the insulation installed in August.

- g) Painting strips on ramp and north taxiway: This will not be done until the ramp and taxiway repairs are completed.
- h) Secure posts on Pepsi hangar: This project is complete. AKG Construction found that the steel walk-thru door is rusted out and will look for a suitable replacement door.
- i) Replace garage floor in house: Received a proposal from Cremer Concrete for \$2,912.00 to replace the garage floor and \$2,073.50 to replace the driveway leading to the garage. Van's Concrete is supposed to submit a proposal. The matter was tabled.

7. NEW BUSINESS:

- a) Contract for LP gas: Allied Gas currently offers a contract for \$1.68 a gallon. It was decided to wait until September before entering into a contract.
- b) Paint touch-up projects: AKG Construction submitted a proposal for \$1,850.00 to paint the flag and windsock poles, porch poles, gas vent poles, walk-thru door in the corporate hangar and the gas house. They will also replace and paint the fire extinguisher box. James Johnson moved to accept the proposal. Larry Lewis seconded. Motion carried.
- c) Spraying for weeds: The weeds have been re-sprayed and we are waiting to see the results.
- d) September meeting date: The date of Monday, September 8th was acceptable to everyone.

8. ADJOURN: It was moved by Larry Lewis to adjourn at 3:56 p.m. Kraig Van Hulzen seconded. Motion carried.

MWA@OOA

July 2014

Oskaloosa, IA. Municipal Airport Monthly Report

Fuel sales: 100LL (\$6.28) 4401Gal. , Jet A (\$5.89) 2471 Gal.

Total fuel sales for July 2014= 6872 X .05= \$344.00.

Plus Tel: \$15.28.

Total owed OOA= \$359.28

- **Flight ops are up.**
- **Shop is steady.**
- **Fuel sales are up.**
- **Ramps have been swept.**
- **Pepsi hangar poles have been secured to concrete with steel plates.**
- **Beans are looking very good.**
- **Starting to get ready for winter.**
- **Enjoy the rest of the summer!!**

UP, UP AND AWAY @ OOA

CITY OF OSKALOOSA
MINUTES OF THE BOARD OF ADJUSTMENTS MEETING
August 26, 2014

The meeting of the Board of Adjustments for the City of Oskaloosa was called to order at 5:03 pm on Tuesday, August 26, 2014 by Chairperson Perry Murry at the City Hall Council Chambers 220 S. Market St. Oskaloosa, Iowa.

BOARD MEMBERS PRESENT: Jim Hansen, Perry Murry, Russell Sparks; BOARD MEMBERS ABSENT: Lloyd Phillips; CITY STAFF PRESENT: Michael Schrock, Wyatt Russell, Amie Roberts; PUBLIC PRESENT: Tony Sedrel, applicant.

Minutes from the July 22, 2014 Board of Adjustment meeting.

Russell Sparks moved and Jim Hansen seconded to approved the minutes of the July 22, 2014 Board of Adjustment meeting as presented.

Vote: YES: Hansen, Murry, and Sparks; NO: None; ABSTAIN: None; ABSENT: Phillips.

Item 5-A: Consider a variance request from the property located at 312 A Avenue West to allow a 364 square foot sign with a height of 34 feet.

The board reviewed the application. City Manager, Michael Schrock recommended a request for this item to be moved to the next Board of Adjustment meeting. Representatives from 4G Properties, Penn Central Mall, and the sign company will give a presentation to the board members at the next meeting. It was moved by Hansen and seconded by Sparks to move the item to the next Board of Adjustment meeting.

Vote: YES: Hansen, Murry, and Sparks; NO: None; ABSTAIN: None; ABSENT: Phillips.

Michael Schrock excused himself from the meeting at 5:10 PM.

Item 5-B: Consider a variance request from the property located at 910 South 9th Street to allow a deck 8 feet from the front yard property line.

The Board reviewed the application for the proposed deck. Mr. Sedrel explained that he would like to incorporate the existing sump pit around the proposed deck. Hansen suggested placing landscape around the sump pit. Sedrel stated he could place landscape to incorporate the sump pit if the variance was denied.

After further discussion, it was moved by Hansen and seconded by Russell to approve the variance request.

Vote: YES: Hansen, Murry, and Sparks; NO: None ABSTAIN: None ABSENT: Phillips
Wyatt Russell informed the Board members of an invitation from the City of Ottumwa, on September 11, 2014, presentation on Open Meetings and Open Records Law.

With no further business, Hansen moved and seconded by Russell adjourned the meeting at 5:27 PM.

Minutes by Amie Roberts



City Council
Communication
Meeting Date: September 2, 2014
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider approval of a renewal application for a Class C Beer Permit from Danlee Corp. dba Jiffy, 315 A Avenue East.

Explanation :

The application is complete and in order for approval.

Staff recommends approval.

Budget Consideration:

\$75.00 revenue to the General Fund

Attachments :

None



City Council
Communication
Meeting Date: September 2, 2014
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider payment of claims for August 2014.

Explanation :

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

Staff recommends approval.

Budget Consideration:

Totals will appear on the claims lists.

Attachments :

Claims lists



City of Oskaloosa, IA

COUNCIL CLAIMS LIST

ABS Fire Equipment Sales Inc	Annual service - City Hall	86.85
Acco	Pool chemicals	1,121.50
	Pool chemicals	323.75
	Pool chemicals	658.30
	Injector pump	809.70
	Pool chemicals	41.10
Agriland FS Inc.	Sodium bicarbonate	26.50
	Sodium bicarbonate	132.50
	Sodium bicarbonate	39.75
	Sodium bicarbonate	39.75
Arnold Motor Supply	Supplies	9.20
	Supplies	76.34
	Battery	91.13
	Filters	91.44
	Power cord reel	164.96
	Battery	32.33
Binns & Stevens	Calcium chloride	113.60
Bret Braafhart	Professional services	450.00
Brown Supply Co	Sewer pipe	5,396.32
	Bicycle-safe grates	1,834.77
Butler-Brown Insurance	Annual insurance premium	105,244.00
	Change vehicle/equipment insurance	1,230.00
	Add vehicle to insurance	222.00
C.H. McGuiness Co. Inc	Boiler repair - Waste Water	926.25
Certified Laboratories	Premalube	352.05
Certified Pest Control	Pest control	30.00
City of Pella	Regional airport expenses	2,773.53
Clemons Inc.	Repair door	386.21
Crow Shooting Supply	Ammunition	204.40
Curt's Excavating	Tree clean up - South B St	1,600.00
Edgetowne Welding	Repair swaploader	600.00
Environmental Edge	Asbestos survey - North C & North G properties	3,960.00
Fire Service Training Bureau	Training materials	340.00
Heslinga, Dixon, Moore & Hite	Legal services	52.02
Hy Vee Accounts Receivable	Pool concessions	10.99
	Meal for work session	55.00
IA Munic Workers Comp Assoc	Work comp payment #3	7,083.00
Ideal Ready Mix	Ready mix - Stadium	267.00
Interstate Battery Systems	Battery	87.95
Iowa Department of Natural Resources	Storm water permit fees - 5848-5663/5849-5664	700.00
Iowa Individual Health Benefit Reinsurance Assoc	Annual assessment - Employee Health Insurance	3,266.75
Iowa League of Cities	ECIC meeting	35.70
Iowa Prison Industries	Bus stop signs	735.00
Kelly Supply Company	Supplies	19.91
Keystone Laboratories Inc	Testing - Waste Water and Oskaloosa Foods	124.00
Lappin Tire	Repair semi tire	80.22
	Tire repair	15.00
Lawson Products Inc.	Shop supplies	139.98
Mahaska Bottling	Can bags	80.00
	Can bags	40.00

	Can bags	40.00
	Can bags	40.00
Mahaska Co Highway Dept	Fuel	2,128.43
	Fuel	3,618.29
	Fuel	41.27
Mahaska Communication Group LLC	Telephone services	64.34
	Telephone services	148.12
	Telephone services	50.85
	Telephone services	72.44
	Telephone services	62.59
	Telephone services	83.38
	Telephone services	63.51
	Telephone services	1,221.79
Mahaska County Emergency Management Agency	Hazardous material clean up	5,058.40
	Bedbug spray	82.68
Mahaska County Solid Waste	Waste disposal	10.00
Mahaska County Treasurer	Property taxes - Parcel 1013341009	296.00
	Property taxes - Parcel 1013414005	583.00
	Property taxes - Parcel 1013359003	7.00
	Property taxes - Parcel 1024106006	175.00
	Property taxes - Parcel 1022200033	3.00
Mahaska Drug	Medications	11.00
Mahaska Health Partnership	Professional services	182.50
	Professional services	65.00
Martin Marietta Materials	Road stone	126.64
	Road stone	115.62
MidAmerican Energy	Utilities	1,170.55
	Utilities	11,651.34
	Utilities	4,344.17
Midwest Sanitation	Waste removal - City Hall	65.00
Musco Sports Lighting LLC	City band uniform shirts	714.88
Neurological Associates of Iowa City, PC	Professional services	160.00
Orscheln Farm & Home	Tools	2.78
Oskaloosa Area Chamber & Development Group Inc	Presentation - Roger Brooks	10,000.00
Oskaloosa Glass & Millwork	Tension springs	190.00
Oskaloosa Herald/Shopper	Publications	711.71
Oskaloosa Service Center Inc	Battery	166.95
Oskaloosa Water Dept	July fax location services	60.75
	June credit card fees	127.30
Philip L. Ascheman PH.D.	Professional services	140.00
Precise Imaging	Business cards	28.30
	Business cards	28.30
Quill Corporation	Office supplies	71.00
	Office supplies	27.86
	Toner cartridge	140.01
Safe Building Compliance and Technology	Building Official services - July	5,458.25
Schumacher Elevator Company	Scheduled maintenance	197.99
Sherwin-Williams	Paint	16.29
State Hygienic Laboratory	Pool testing	12.50
Stravers Law Firm	Professional services	425.00
Sumner Services LLC	Tree removal - North C St	650.00
TD Sitework LLC	Storm sewer repair - 2nd Ave W	450.00
	Storm water intakes - J Ave E	130.00
Tom's Tree Service	Remove tree - 303 North A St	1,300.00
Town and Country Wholesale	Pool concessions	34.06
	Pool concessions	14.01

	Pool concessions	271.51
Traffic Logix Inc	Radar signs & accessories	6,925.00
True Value Hardware	Supplies	20.95
	Paint	12.57
	Supplies	4.78
	Supplies	5.70
	Supplies	11.99
U.S. Cellular	Telephone services	26.76
Utility Equipment Co	Sewer pipe- S 11th St	136.34
	Sewer pipe - S 11th St	310.29
Vande Wall Plumbing	Sewer repair	3,000.00
Verizon Wireless	Broadband services	291.01
Walmart Community/GECRB	Medications	14.27
	Medications	103.30
	Office supplies	13.95
	Medications	50.00
	Pool concessions	3.77
	Pool concessions	17.04
	Pool supplies	25.52
Wellington Tools Sales Inc	Tools	407.00
West Music Co.	Wireless audio system - band stand	660.70
	Band supplies	47.60
WSG & Solutions Inc	Repair bar screen chain - M St station	11,683.86
		<hr/>
		219,084.51



MANUAL CHECK REPORT

Alex West	Reimburse boot expense	100.00
Amazon	Library materials	2,392.49
Blaine Shutts	Reimburse travel expense	33.40
Carriker Ford	2015 F-350 truck - Fire Dept	26,951.00
David D. Dixon	August legal fees	2,200.00
David Wilke	Reimburse travel expense	30.75
DeLong Construction Inc	Retainage - West Area Sanitary Sewer project	24,966.30
Delta Dental of Iowa	Dental insurance	492.00
Edel's Lawn Service and Construction Inc	Sewer repair 4th Ave	2,400.00
Edward D Jones	Savings Edward Jones	400.00
Edward D Jones	Savings Edward Jones	400.00
Edward D Jones	Savings Edward Jones	400.00
Fidelity Security Life Insurance Company	Vision insurance	239.02
Gary Kutcher	Reimburse travel expense	10.00
I.U.P.A.T. District Council 81	Union dues	175.04
Iowa Municipal Finance Officers Association	Registration - A Miller	55.00
Local 636, IAFF	Fire union	225.00
Madison National Life	August life insurance premium	427.45
Mahaska County Recorder	Record Amendment #1 - Urban Renewal Plan	222.00
Mahaska county Treasurer	Record utility easement - 413 North A St	12.00
Mike Smith	Reimburse boots	100.00
Misty Dawne White-Reinier	August legal fees	1,800.00
Nathan Willey	Reimburse meal expense	10.08
Norris Asphalt Paving Inc	Retainage - C Ave E project	36,341.29
Oskaloosa Community Schools	August local option sales tax	82,725.37
PPME 2003 IBPAT	Police union dues	414.29
Russ Parker Enterprises LLC	Remediation agreement - 910 North A St	4,000.00
Sunlife Financial	August stop-loss premium	12,318.45
UI Center for Conferences	Registration - G McMains	90.00
United Way	United Way	25.83
Vande Wall Plumbing	Emergency sewer repair - C Ave W	26,715.00
Visa Card Center	Library supplies	20.00
		226,691.76

August payroll 428,402.46

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

MOST CLAIMS OVER 500.00



City Council
Communication
Meeting Date: September 2, 2014
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider a resolution approving the FY 2014 Street Finance Report.

Explanation:

This resolution approves the FY 2014 Street Finance Report which includes revenues and expenses from all funds for streets, a list of street related debt, street projects and an inventory of equipment. This is a required report that must be completed by the city on an annual basis.

Staff recommends approval of the FY 2014 Street Finance Report.

Budget Consideration:

None

Attachments :

Resolution
City Street Financial Report

RESOLUTION NO. _____

RESOLUTION APPROVING THE OFFICIAL
2014 FISCAL YEAR STREET FINANCE REPORT

WHEREAS, the Code of Iowa requires that a Street Finance Report for the fiscal year be filed with the Department of Transportation by September 30 of each year, and

WHEREAS, City Staff has prepared and filed this report with City Council for review and approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oskaloosa, Iowa that the Official 2014 Fiscal Year Street Finance Report referred to in the preamble hereof be hereby approved.

PASSED AND APPROVED this 2nd day of September, 2014.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

City Street Financial Report

City Name	City Number
OSKALOOSA	5780

Fiscal Year
2014

Cover Sheet

Now therefore let it be resolved that the city council of OSKALOOSA, Iowa
(city name)

on 09/02/2014 did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2013 to June 30, 2014.
(year) (year)

Contact Information

Name	E-mail Address	Street Address	City	ZIP Code
Amy Miller	amy.miller@oskaloosaiowa.org	220 South Market Street	Oskaloosa	52577-0000
Hours	Phone	Extension	Alternate Phone	
8:00 - Noon, 1:00 -5:00p	(641) 673-9431		(641) 673-9431	

Preparer Information

Name	E-mail Address	Phone	Extension
Amy Miller	amy.miller@oskaloosaiowa.org	(641) 673-9431	

Mayor Information

Name	E-mail Address	Street Address	City	ZIP Code
David Krutzfeldt	dkrutz@interpower.com	220 South Market Street	Oskaloosa	52577-0000
Phone	Extension			
(641) 673-7909				

Resolution Number _____

 Signature Mayor

 Signature City Clerk

City Street Financial Report

City Name	City Number
OSKALOOSA	5780

Fiscal Year
2014

Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
 Road Use Other Street Street Debt Column 4
 Tax Fund Monies Totals

Column 1 Column 2 Column 3 Column 4
 Road Use Other Street Street Debt Column 4
 Tax Fund Monies Totals

Round Figures to Nearest Dollar

Round Figures to Nearest Dollar

A. BEGINNING BALANCE				
1. July 1 Balance	640,960	806,580	0	1,447,540
2. Adjustments (Note on Explanation Sheet)				
3. Adjusted Balance	640,960	806,580	0	1,447,540
B. REVENUES				
1. Road Use Tax	1,150,814			1,150,814
2. Transfer of Jurisdictions Fund				
3. Property Taxes		89,316	487,361	576,677
4. Special Assessments		384	20,535	20,919
5. Miscellaneous		1,109,845		1,109,845
6. Proceeds from Bonds, Notes, and Loans				0
7. Interest Earned		1,990		1,990
8. Total Revenues (Lines B1 thru B7)	1,150,814	1,201,535	507,896	2,860,245
C. Total Funds Available (Line A3 + Line B8)	1,791,774	2,008,115	507,896	4,307,785

EXPENSES				
D. Maintenance				
1. Roadway Maintenance	810,432	305,666		1,116,098
2. Snow and Ice Removal	83,362			83,362
E. Construction, Reconstruction and Improvements				
1. Engineering		72,077		72,077
2. Right of Way Purchased				
3. Street/Bridge Construction		957,094		957,094
4. Traffic Services				
F. Administration				
		97,789		97,789
G. Equipment (Purchased or Leased)				
		136,060		136,060
H. Miscellaneous				
J. Street Debt				
1. Bonds, Notes, and Loans - Principal Paid			390,550	390,550
2. Bonds, Notes and Loans - Interest Paid			117,346	117,346
TOTALS				
K. Total Expenses (Lines D thru J)	1,127,643	1,334,837	507,896	2,970,376
L. Ending Balance (Line C-K)	664,131	673,278	0	1,337,409
M. Total Funds Accounted For (K + L = C)	1,791,774	2,008,115	507,896	4,307,785

City Street Financial Report

City Name	City Number
OSKALOOSA	5780

Fiscal Year
2014

Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B5 on the Summary Statement Sheet) (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
112 Utility Revenue	229,134	
170 Reimbursements (misc.)	64,922	
171 Sales of New Material (Rock, Culverts, etc.)	824	
172 Labor & Services	2,287	
174 Sales Tax / Local Option	811,759	
182 Property or Buildings (Sale or Rent)	919	
Line B5 Totals	1,109,845	

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		

City Street Financial Report

City Name	City Number
OSKALOOSA	5780

Fiscal Year
2014

Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1 or after	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
<input type="checkbox"/>	General Obligation	Street Improvements	102	05/01/2008	412,426	100%	2023	311,883	24,500	11,904	24,500	11,904	287,383
<input type="checkbox"/>	General Obligation	Street Improvements	103	05/01/2008	1,009,201	100%	2023	805,501	56,000	27,209	56,000	27,209	749,501
<input type="checkbox"/>	General Obligation	Street Improvements	104	05/01/2008	50,749	100%	2023	40,349	3,500	1,701	3,500	1,701	36,849
<input type="checkbox"/>	General Obligation	Street Improvements	105	05/01/2008	342,968	100%	2023	303,918	19,250	9,353	19,250	9,353	284,668
<input type="checkbox"/>	General Obligation	Street Improvements	106	05/01/2008	836,350	100%	2023	787,350	49,000	23,808	49,000	23,808	738,350
<input type="checkbox"/>	General Obligation	Paving & Construction	304	12/06/2006	1,955,000	100%	2018	1,055,000	190,000	40,138	190,000	40,138	865,000
<input type="checkbox"/>	General Obligation	Paving & Construction	305	04/23/2008	451,100	100%	2015	98,700	48,300	3,233	48,300	3,233	50,400
		New Bond Totals			0	0	Totals	3,402,701	390,550	117,346	390,550	117,346	3,012,151

City Street Financial Report

City Name	City Number
OSKALOOSA	5780

Fiscal Year
2014

Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.
 Check here if there are no entries for this year

Section A

Line No.	1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
1	2010-20	334,420	Surfaces	Yes	Highway 432

Section B

Line No.	1. Project Number	6. Contractor Name	Contract Work			City Labor			13. Total
			7. Contract Price	8. Additions/Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	
1	2010-20	Norris Asphalt	321,635	-43,243	180	1,050			279,622

City Street Financial Report

City Name	City Number
OSKALOOSA	5780

Fiscal Year
2014

Road/Street Equipment Inventory Sheet

Check here if there are no reportable equipment

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used on Project this FY?	8. Status
	1997	Henderson Dump Box	6,500					No	No Change
	2011	Elgin Sweeper	170,000					No	No Change
	2008	Asphalt Zipper	114,000					No	No Change
	2006	Etnyre Chip Spreader	110,596					No	No Change
	2006	Rhino Mower	7,865					No	No Change
	2006	Ford F-350 Pickup 4x4	21,976					No	No Change
	1995	Hydro Seeder	4,000					No	No Change
	2001	Honda Generator (2)	Unknown					No	No Change
	1985	Sheepsfoot	Unknown					No	No Change
	1975	Utility Trailer 16' x 8 wheel x 10 ton	Unknown					No	No Change
	1990	Concrete Saw & trailer-long year	Unknown					No	No Change
	1988	Caterpillar 140G Motor Grader	29,600					No	No Change
	2005	John Deere Tractor 7320	61,106					No	No Change
	2005	Bobcat Skid Loader	30,185					No	No Change
	2001	Ford 1-Ton Pickup F350	22,500					No	No Change
	1995	Ford 1-Ton Pickup F350	15,988					No	No Change
	2001	Dodge Pickup	15,000					No	No Change
	2003	International Truck	63,800					No	No Change
	1998	International Truck	34,250					No	No Change
	1996	International Truck	33,000					No	No Change
	1994	International Truck	27,000					No	No Change
	1991	Ford Truck F800	24,000					No	No Change
	1988	Chevrolet Truck	21,000					No	No Change

City Street Financial Report

City Name	City Number
OSKALOOSA	5780

Fiscal Year
2014

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used on Project this FY?	8. Status
	2014	International Truck w/ oil distributor	136,000					No	No Change
	1991	International Bucket Truck	34,200					No	No Change
	1988	John Deere Loader	65,000					No	No Change
	1958	Ford Tractor	2,900					No	No Change
	1985	Cat Maintainer	58,400					No	No Change
	1984	Gradall Ditcher	23,500					No	No Change
	1988	Rubber Tired Roller(Dynapac)	Unknown					No	No Change
	1985	Rubber Tired Roller(Bros)	25,000					No	No Change
	1972	Steel Roller	10,000					No	No Change
	1955	Seaman Pulverizer	250					No	No Change
	1999	Vermeer Wood Chipper	21,500					No	No Change
	1995	Air Compressor-Ingersoll Rand	15,000					No	No Change
	2001	Dodge 3/4 Ton 4X4	20,955					No	No Change
	2003	Heil 10' Body, hoist & hydraulic system	8,000					No	No Change
	2007	Henderson Spreader Body	8,000					No	No Change
	2003	Monroe 11" Snow Plow	6,000					No	No Change
	2010	Henderson SS 11' Sander Body	14,000					No	No Change
	1997	Swap Loader	8,000					No	No Change
	1998	Swap Loader w/hydraulic	12,000					No	No Change
	2010	International Truck	98,884					No	No Change
	1986	Ford Spreader	Unknown					No	No Change
	2010	International Truck w/ plow, sander & scraper	112,800					No	No Change
	2012	Spaulding Crack Sealer	35,000					No	No Change
	2007	Sakai Vibratory Roller	84,900					No	No Change
	2010	Bonnell 16' Box Plow	4,950					No	No Change
	2011	Bonnell 8' Box Plow	1,500					No	No Change

City Street Financial Report

City Name	City Number
OSKALOOSA	5780

Fiscal Year
2014

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used on Project this FY?	8. Project Status
	2003	Meyer Sand Spreader	Unknown					No	No Change
	2006	Boss V-Plow	Unknown					No	No Change
	1997	Heil 10' Dump Body	26,800					No	No Change
	2012	Allied Hydraulic Concrete Breaker	9,500					No	No Change
	2013	International Tandem Axle Truck w/ 16' Body	140,320					No	No Change
	2014	John Deere Loader 624K	194,761						New

City Street Financial Report

City Name	City Number
OSKALOOSA	5780

Fiscal Year
2014

Explanation Sheet

Comments

Bonds, Notes and Loans Sheet

5/1/2008 Bond Issue-This is a \$3M bond issue sold for several purposes including street improvements and equipment. FY09 \$412,426 was spent on streets. FY10 \$116,858 was spent on street department equipment and \$892,343 was spent on street projects for a total of \$1,009,201. FY 11 \$50,749 was spent on street projects. FY 12 \$35,037 was spent on street department equipment and \$307,931 was spent on street projects for a total of \$342,268. FY 13 \$836,350 was spent on street projects. This completes the balance of the bond. The City of Oskaloosa did secure a construction certificate which explains the expected construction schedule for the project and the sole purpose of establishing the reasonableness and necessity of a five year temporary period for allocated of the exempt bond proceeds to a project involving and substantial amount of construction expenditures.

City Street Financial Report

City Name	City Number
OSKALOOSA	5780

Fiscal Year
2014

Monthly Payment Sheet

Month	Road Use Tax Payments	Transfer of Jurisdictions Payments
JULY	\$94,381.98	
AUGUST	\$111,752.27	
SEPTEMBER	\$103,751.30	
OCTOBER	\$121,979.76	
NOVEMBER	\$87,146.93	
DECEMBER	\$90,818.93	
JANUARY	\$89,980.39	
FEBRUARY	\$109,414.04	
MARCH	\$108,136.13	
APRIL	\$73,326.47	
MAY	\$54,056.29	
JUNE	\$106,069.95	
Totals	\$1,150,814.44	



City Council
Communication

Meeting Date: September 2, 2014

Requested By: City Manager's
Office

Item Title: CONSENT AGENDA

Consider a motion to approve the request from the Oskaloosa High School Student Council for the Homecoming Parade.

Explanation :

The Oskaloosa Student Council is requesting approval for the 2014 Oskaloosa High School Homecoming Parade on Thursday, September 25, 2014, at 6:30 p.m. with lineup beginning at 5:30 p.m. They are requesting use of High Avenue East from South 3rd Street to South Market Street, South Market Street to 1st Avenue East, 1st Avenue East to South 3rd Street. Closure of South Market Street also requires approval from the Iowa Department of Transportation.

The Oskaloosa Student Council is also requesting the \$25.00 street closure fee be waived.

Budget Consideration:

Staff time and costs to set up barricades and police escort as part of the parade.

Attachments :

Letter from Oskaloosa High School Student Council

August 19, 2014

Dear Oskaloosa City Council:

The Oskaloosa High School student council is requesting to have its homecoming parade on Thursday, September 25th with line up starting at 5:30 pm and the parade beginning at 6:30 pm. For the parade we are requesting the use of High Ave East from South 3rd Street to South Market Street, South Market Street to 1st Ave East, 1st Ave East to South 3rd Street. All parade entries will disperse when they reach South 3rd Street. If you have any questions, please contact Kim Gile at 673-3407, extension 1860.

Sincerely,

Handwritten signatures of Skylar DeJong and Matthew Presley in cursive script.

Skylar DeJong and Matthew Presley
Co-Chairs- Homecoming Parade Committee



City Council Communication

Meeting Date: September 2, 2014

Requested By: CITY COUNCIL

Item Title: CONSENT AGENDA

Consider appointments to the Planning and Zoning Commission.

Explanation :

There are four vacancies on the Planning and Zoning Commission. Two vacancies are to complete unexpired terms that end April 30, 2015; and two vacancies are to complete unexpired terms that end April 30, 2017. Two of the unexpired terms can be filled at the September 2, 2014 city council meeting and two can be filled at the September 15, 2014 city council meeting. This is a seven member commission that typically meets the second Monday of the month as needed. Currently three males serve on the board with four vacancies. Applications for appointment have been received from Pamela Blomgren, Dawn Collins, Andrew Jensen and Sarah Tarbell. Appointments to the Planning and Zoning Commission are made by the City Council.

At the September 2, 2014 city council meeting Mayor Krutzfeldt is recommending that Pamela Blomgren be appointed to fill the unexpired term that ends June 30, 2017 and Andrew Jensen be appointed to fill the unexpired term that ends June 30, 2015.

Recommended Action: Consider appointment of two applicants to the Planning and Zoning Commission; one to fill a term that expires June 30, 2015 and one to fill a term that expires June 30, 2017.

Budget Consideration:

Not applicable.

Attachments :

Applications from Pamela Blomgren, Dawn Collins, Andrew Jensen and Sarah Tarbell.

Marilyn Johannes

From: noreply@civicplus.com
Sent: Tuesday, August 19, 2014 10:09 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):* [Planning and Zoning Commission V]

Board or commission not listed above:

Name of applicant:* Pamela J. Blomgren
Address of Applicant* 305 N 10th Street Oskaloosa, IA 52577
Phone number (day)* 641.673.7533
Phone number (evening)

Email address:* blomgren@mahaska.org

Would you like to be interviewed for this position?*

<input type="radio"/> Yes	<input checked="" type="radio"/> No
---------------------------	-------------------------------------

Why are you interested in this position?*

I want to continue to be involved in Oskaloosa's future helping with the planning process and implementation of plans helping to assure Oskaloosa's future viability and vitality for area businesses and residents.

Your experience that would be beneficial to the board or commission:*

Three terms on Oskaloosa City Council, chair and member of various City committees, currently sitting on SCRAA board, business owner/operator since 1998

Other civic experience:

Current member: SCRAA, Blue Zones Project Power 9, Dare 'Ya Outdoors. Past member: Iowa State Extension Mahaska County, MCRF, OACDG Economic Development, OACDG Retail Development, OACDG Tourism, Team Mahaska, 1+1 Committee, 4H Communication Superintendent, volunteer on various area projects

* 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):: Planning and Zoning Commission

Board or commission not listed above::

Name of applicant:: Pamela J. Blomgren

Address of Applicant: 305 N 10th Street
Oskaloosa, IA 52577

Phone number (day): 641.673.7533

Phone number (evening):

Email address:: blomgren@mahaska.org

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

Why are you interested in this position?: I want to continue to be involved in Oskaloosa's future helping with the planning process and implementation of plans helping to assure Oskaloosa's future viability and vitality for area businesses and residents.

Your experience that would be beneficial to the board or commission:: Three terms on Oskaloosa City Council, chair and member of various City committees, currently sitting on SCRAA board, business owner/operator since 1998

Other civic experience:: Current member: SCRAA, Blue Zones Project Power 9, Dare 'Ya Outdoors. Past member: Iowa State Extension Mahaska County, MCRF, OACDG Economic Development, OACDG Retail Development, OACDG Tourism, Team Mahaska, 1+1 Committee, 4H Communication Superintendent, volunteer on various area projects

Additional Information:

Form submitted on: 8/19/2014 10:09:09 AM

Submitted from IP Address: 70.39.17.63

Referrer Page: <http://ia-oskaloosa.civicplus.com/Forms.aspx?FCID=7>

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

Marilyn Johannes

From: noreply@civicplus.com
Sent: Monday, August 18, 2014 10:27 PM
To: Marilyn Johannes
Subject: Online Form Submittal: Application for Board or Commission

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Application for Board or Commission

Board or commission [Planning and Zoning Commission V]

applying for (choose one from list):*

Board or commission not listed above:

Name of applicant:* Dawn Stephens Collins

Address of Applicant* 309 O Avenue East, Oskaloosa

Phone number (day)* 641.673.8411

Phone number (evening) 641.673.7861

Email address:* dawn.collins93@gmail.com

Would you like to be interviewed for this position?* Yes No

Why are you interested in this position?* Over the past three years, I have attended many council meetings and have learned how critical the P&Z commission is to the future of Oskaloosa. I wish to contribute my time to support the Council in their goal to create and implement a comprehensive plan and to provide careful and intentional recommendations regarding that plan.

Your experience that would be beneficial to the board or commission:* I bring three years experience with policy implementation from the Iowa Department of Human Services as well as experience listening to the needs of others and finding solutions and resources at both Crisis Intervention Services and the YMCA. While I do not yet have significant experience with planning and zoning, I feel I am quickly able to learn and complete my responsibilities effectively.

Other civic experience: I contribute to the Oskaloosa community through volunteering on a variety of boards and projects. I have just completed six years of service on the Board of Directors for Imagine the Possibilities. I volunteer at my Church, the Oskaloosa Rotary Club, the Lacey Advisory Board, and the Blue Zones Project. I also teach at William Penn University and serve the community every day through my employment at the YMCA.

* 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):: Planning and Zoning Commission

Board or commission not listed above::

Name of applicant:: Dawn Stephens Collins

Address of Applicant: 309 O Avenue East, Oskaloosa

Phone number (day): 641.673.8411

Phone number (evening): 641.673.7861

Email address:: dawn.collins93@gmail.com

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

Why are you interested in this position?: Over the past three years, I have attended many council meetings and have learned how critical the P&Z commission is to the future of Oskaloosa. I wish to contribute my time to support the Council in their goal to create and implement a comprehensive plan and to provide careful and intentional recommendations regarding that plan.

Your experience that would be beneficial to the board or commission:: I bring three years experience with policy implementation from the Iowa Department of Human Services as well as experience listening to the needs of others and finding solutions and resources at both Crisis Intervention Services and the YMCA. While I do not yet have significant experience with planning and zoning, I feel I am quickly able to learn and complete my responsibilities effectively.

Other civic experience:: I contribute to the Oskaloosa community through volunteering on a variety of boards and projects. I have just completed six years of service on the Board of Directors for Imagine the Possibilities. I volunteer at my Church, the Oskaloosa Rotary Club, the Lacey Advisory Board, and the Blue Zones Project. I also teach at William Penn University and serve the community every day through my employment at the YMCA.

Additional Information:

Form submitted on: 8/18/2014 10:27:19 PM

Submitted from IP Address: 207.199.230.119

Referrer Page: <http://ia-oskaloosa.civicplus.com/Forms.aspx?FCID=7>

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

Marilyn Johannes

From: noreply@civicplus.com
Sent: Thursday, August 21, 2014 2:21 PM
To: Marilyn Johannes
Subject: Online Form Submittal: Application for Board or Commission

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Application for Board or Commission

Board or commission [Planning and Zoning Commission V]

applying for (choose one from list):*

Board or commission not listed above:

Name of applicant:* Andrew Jensen

Address of Applicant* 2109 Edmundson Drive Oskaloosa, IA

Phone number (day)* 515.314.1713

Phone number (evening) 515.314.1713

Email address:* ajensen@oacdg.org

Would you like to be interviewed for this position?* Yes No

Why are you interested in this position?* I have an interest in the growth and development of Oskaloosa. I would like to be of service to this community, and I feel that my skills and experiences could be of good use on this commission.

Your experience that would be beneficial to the board or commission:* I have two degrees in urban planning and am credentialed by the American Institute of Certified Planners (AICP). I have experience working on local planning issues as a staff planner in the Des Moines area. I also have experience writing planning, programming, and building design standards while working as a contract consultant for the US military and other federal agencies. I have experience working on and with boards/committees to ensure that implications are understood from multiple perspectives before decisions are made.

Other civic experience: I am currently serving on the Mahaska Community Recreation Foundation, the Mahaska Young Professionals Organizing Committee, and the William Penn Board of Advisors.

* 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):: Planning and Zoning Commission

Board or commission not listed above::

Name of applicant:: Andrew Jensen

Address of Applicant: 2109 Edmundson Drive
Oskaloosa, IA

Phone number (day): 515.314.1713

Phone number (evening): 515.314.1713

Email address:: ajensen@oacdg.org

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

Why are you interested in this position?: I have an interest in the growth and development of Oskaloosa. I would like to be of service to this community, and I feel that my skills and experiences could be of good use on this commission.

Your experience that would be beneficial to the board or commission:: I have two degrees in urban planning and am credentialed by the American Institute of Certified Planners (AICP). I have experience working on local planning issues as a staff planner in the Des Moines area. I also have experience writing planning, programming, and building design standards while working as a contract consultant for the US military and other federal agencies. I have experience working on and with boards/committees to ensure that implications are understood from multiple perspectives before decisions are made.

Other civic experience:: I am currently serving on the Mahaska Community Recreation Foundation, the Mahaska Young Professionals Organizing Committee, and the William Penn Board of Advisors.

Additional Information:

Form submitted on: 8/21/2014 2:20:52 PM

Submitted from IP Address: 207.177.40.240

Referrer Page: <http://ia-oskaloosa.civicplus.com/Forms.aspx?FCID=7>

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

Marilyn Johannes

From: noreply@civicplus.com
Sent: Tuesday, August 19, 2014 9:00 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):*	[Planning and Zoning Commission V]	
Board or commission not listed above:		
Name of applicant:*	Sarah Tarbell	
Address of Applicant*	614 E Ave W Oskaloosa IA 52577	
Phone number (day)*	641-295-8121	
Phone number (evening)		
Email address:*	tarbells@wmpenn.edu	
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?*	I want to help. I have been informed that there is a need to fill with in this board and I feel that I could help.	
Your experience that would be beneficial to the board or commission:*	I am an instructor at William Penn University and serve on a number of the academic boards within the institute. I am also the Lead for First Year Committee from the Academic stand point and we have found much success in retention and student success. I believe I would bring strong leadership skills to this position.	
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):: Planning and Zoning Commission

Board or commission not listed above::

Name of applicant:: Sarah Tarbell

Address of Applicant: 614 E Ave W Oskaloosa IA 52577

Phone number (day): 641-295-8121

Phone number (evening):

Email address:: tarbells@wmpenn.edu

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

Why are you interested in this position?: I want to help. I have been informed that there is a need to fill with in this board and I feel that I could help.

Your experience that would be beneficial to the board or commission:: I am an instructor at William Penn University and serve on a number of the academic boards within the institute. I am also the Lead for First Year Committee from the Academic stand point and we have found much success in retention and student success. I believe I would bring strong leadership skills to this position.

Other civic experience::

Additional Information:

Form submitted on: 8/19/2014 9:00:18 AM

Submitted from IP Address: 208.126.107.173

Referrer Page: <http://ia-oskaloosa.civicplus.com/Forms.aspx?FCID=7>

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



City Council
Communication

Meeting Date: September 2, 2014

Requested By: City Manager's Office

Item Title: CONSENT AGENDA

Consider a resolution allowing for the disposal of surplus city-owned equipment.

Explanation :

City staff would like to dispose of the city-owned equipment on the attached list. The equipment has been deemed surplus equipment and is no longer needed by the City. The City will dispose of the equipment in a manner that is appropriate and most advantageous to the city.

Budget Consideration:

To be determined.

Attachments :

Resolution, Equipment Disposal List

City Hall

Item	Condition
Computer	Outdated
Computer	Outdated
CRT Monitor	Outdated
Samll Shelf	Junk
Misc Cables	Junk
Amplifier	No longer in use
Microphone Amp	No longer in use

Police

Item	Year	Condition
GMC Pickup		1995 Used

Parks

Item	Year	Condition
Ford F350		1995 Used

RESOLUTION NO. _____

RESOLUTION APPROVING THE DISPOSAL OF SURPLUS CITY-OWNED EQUIPMENT

WHEREAS, the City of Oskaloosa needs to dispose of surplus city-owned equipment no longer needed or in use including, but not limited to, city vehicles and miscellaneous property items from city departments; and

WHEREAS, the City of Oskaloosa will dispose of the items in a manner that is appropriate and most advantageous to the city;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Oskaloosa, Iowa, does hereby approve of the disposal of surplus city-owned equipment.

PASSED AND APPROVED the ____ day of _____ 2014.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk



City Council
Communication

Meeting Date: September 2, 2014
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider a resolution scheduling a public hearing for October 6, 2014 to consider levying a special assessment against private property for sewer repair at 407 4th Avenue East, Oskaloosa, Iowa, in accordance with Oskaloosa City Code §13.08.50 and directing notice to the owners of the property to be assessed.

Explanation:

This resolution schedules the public hearing for October 6, 2014 for levying a special assessment against private property for sewer repair. A notice will be published in the Oskaloosa Herald and certified notices will be sent to the property owner.

Budget Consideration:

\$2,400 Revenue to the Sanitary Sewer Fund to offset expenses related to the sewer repair.

Attachments :

Resolution

RESOLUTION NO. _____

RESOLUTION SCHEDULING A TIME FOR HEARING FOR CONSIDERING THE MATTER OF LEVYING A SPECIAL ASSESSMENT AGAINST PRIVATE PROPERTY FOR SEWER REPAIR AND DIRECTING NOTICE TO THE OWNER TO BE ASSESSED

WHEREAS, The City has authority under City Ordinance to repair a sewer connection on private property and assess the costs of abatement to the County Treasurer for collection in the same manner as property taxes under Oskaloosa City Code §13.08.50; and

WHEREAS, the City of Oskaloosa did notify Jennifer Y. Schutjer of an emergency sewer repair on the property located at 407 4th Avenue East; and

WHEREAS, in accordance with Iowa Code Chapter 364.12 if a property owner does not perform an action required within a reasonable time after notice, a city may perform the required action and assess the costs against property for collection in the same manner as property tax; and

WHEREAS, the City has caused the sewer repair to be completed and wishes to assess the costs thereof for collection at the property owned by Jennifer Y. Schutjer, 407 4th Avenue East, legally described as:

Lot 4 Block 1 Montgomery's Addition.

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

SECTION 1. That the City Council of the City of Oskaloosa, Iowa, shall conduct a public hearing on October 6, 2014 at 6:00 p.m. in the City Council Chambers, City Hall, 220 South Market Street, Oskaloosa, Iowa, on the matter of levying a special assessment against the property owned by Jennifer Y. Schutjer, 407 4th Avenue East, for city abatement of a sewer repair on private property, at which time the Council shall consider and dispose of any objections made thereto; after which time the City Council shall by resolution levy such assessment as may be appropriate against said property.

SECTION 2. That the City Clerk is hereby directed to give notice of said hearing by publication prior to the date of the hearing and sending notice of the hearing to the property owner by certified mail.

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

PASSED AND APPROVED this 2nd day of September, 2014.

(Signatures to follow)

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk



City Council Communication

Meeting Date: August 18, 2014

Requested By: City Manager's Office

Item Title: CONSENT AGENDA

Consider a resolution fixing date for a public hearing on the proposal to enter into a development agreement with Ironwood Partners, LLC and providing for publication of notice thereof.

Explanation :

The City has received a proposal from Ironwood Partners, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Oskaloosa Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of approximately 48 Section 42 United States Department of Treasury apartment units of which approximately 46 will be reserved for Low or Moderate Income individuals or families, a clubhouse and playground, together with all related site improvements, as outlined in the proposed Development Agreement.

The Agreement further proposes that the City will make up to fifteen (15) consecutive annual payments of Economic Development Grants to Developer consisting of 90% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$510,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement

Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes

This item sets the date for a public hearing to consider the proposal to enter into a development agreement with Ironwood Partners, LLC for September 15, 2014 at 6:00 pm in the city council chambers of the Oskaloosa city hall.

The attached Development Agreement document is in draft form. Minor (non-substantive) changes to the document are expected to occur prior to the public hearing

date, but will be finalized upon publication of city council's agenda packet for the September 15 meeting.

Budget Consideration:

Action associated with the scheduling the public hearing for the Development Agreement with Ironwood Partners, LLC carries minimal financial impact.

Attachments :

1. Resolution w/notice
2. Draft Development Agreement

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH IRONWOOD PARTNERS, LLC, AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 78-14, adopted February 20, 1978, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Oskaloosa Urban Renewal Plan for the Oskaloosa Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Mahaska County; and

WHEREAS, the Oskaloosa Urban Renewal Plan was amended numerous times from 1980 to 2014, most recently on August 18, 2014 by an Oskaloosa Amended and Restated Urban Renewal Plan (the "Plan"); and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Ironwood Partners, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Oskaloosa Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of approximately 48 Section 42 United States Department of Treasury apartment units of which approximately 46 will be reserved for Low or Moderate Income individuals or families, a clubhouse and playground, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to fifteen (15) consecutive annual payments of Economic Development Grants to Developer consisting of 90% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$510,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary

to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the City Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 220 South Market Street, Oskaloosa, Iowa, at 6:00 o'clock P.M. on the 15th day of September, 2014, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Ironwood Partners, LLC.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF OSKALOOSA IN THE STATE OF IOWA, ON
THE MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH IRONWOOD
PARTNERS, LLC, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Oskaloosa in the State of Iowa, will hold a public hearing on the 15th day of September, 2014, at 6:00 o'clock P.M. in the Council Chambers, City Hall, 220 South Market Street, Oskaloosa, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Ironwood Partners, LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Oskaloosa Amended and Restated Urban Renewal Area as defined and legally described in the Development Agreement, consisting of the construction of approximately 48 Section 42 United States Department of Treasury apartment units of which approximately 46 will be reserved for Low or Moderate Income individuals or families, a clubhouse and playground, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement would further obligate the City to make up to fifteen (15) consecutive annual payments of Economic Development Grants to Developer consisting of 90% of the Tax Increments pursuant to the Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$510,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Oskaloosa, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Oskaloosa in the State of Iowa, as provided by Section 364.6 of the City Code of Iowa.

Dated this _____ day of _____, 2014.

City Clerk, City of Oskaloosa in the State of
Iowa

(End of Notice)

PASSED AND APPROVED this 2nd day of September, 2014.

Mayor

ATTEST:

City Clerk

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF OSKALOOSA, IOWA

AND

IRONWOOD PARTNERS, LLC

_____ 2014

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is entered into this _____ day of _____, 2014, by and between the City of Oskaloosa, Iowa, an Iowa municipality (the "City") established pursuant to the Code of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2013, as amended, and Chapter 15A (the "Urban Renewal Act") and Ironwood Partners, LLC, an Iowa limited liability company (the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the clearance and reconstruction or rehabilitation of a mixed economic development and blight area in the City of Oskaloosa, Iowa, which area is described in the Oskaloosa Amended and Restated Urban Renewal Plan, as amended, (the "Plan"), approved for the Oskaloosa Urban Renewal Area ("Urban Renewal Area") by Resolution No. _____; and

WHEREAS, a copy of the foregoing Plan, as amended, has been recorded among the land records in the office of the Recorder of Mahaska County, Iowa; and

WHEREAS, the Developer plans to construct an affordable apartment complex on certain real property currently owned (or that will be owned) by the Developer and located in the foregoing Urban Renewal Area, as more particularly described in Exhibit A attached hereto (the "Development Property"), and thereafter to cause the same to be operated in accordance with this Agreement; and

WHEREAS, the City intends to assist in the Project through economic development grants; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and applicable provisions of State and local laws and the Plan under which the foregoing Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1 Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits hereto, as the same may be from time to time modified, amended or supplemented.

Certificate of Completion means the certification in the form of the certificate attached hereto as Exhibit C provided to the Developer pursuant to Section 3.4 of this Agreement.

City means the City of Oskaloosa, Iowa.

Code means the Code of Iowa, 2013, as amended.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer on the Development Property referred to in Article III.

County means the County of Mahaska, Iowa.

Developer means Ironwood Partners, LLC, an Iowa limited liability company, and its successors and assigns to the extent permitted in this Agreement.

Development Property means that portion of the Urban Renewal Area of the City described in Exhibit A attached hereto.

Economic Development Grants mean the Tax Increment payments to be made by the City to the Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by the Developer from a commercial lender to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Ironwood Partners, LLC TIF Account means a separate account within the Oskaloosa Urban Renewal Area Tax Increment Revenue Fund of the City in which there

shall be deposited Tax Increments received by the City with respect to the Minimum Improvements.

Low or Moderate Income Housing Unit means an apartment dwelling unit that is reserved for families, including single person households, who earn no more than eighty percent (80%) of the higher of the median family income of Mahaska County or the State-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines, and who are eligible for housing under Section 42 of the Internal Revenue Code.

Minimum Improvements means the construction of the apartment complex, together with all related site improvements as further outlined in Exhibit B attached hereto.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer, as the case may be, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means Ordinance No. _____ of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Oskaloosa Urban Renewal Area Tax Increment Revenue Fund.

Oskaloosa Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code, as amended, and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, or other obligations issued under the authority of Section 403.9 or 403.12 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan.

Project means the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues with respect to the Oskaloosa Urban Renewal Area that are divided and made available to the City for deposit in the Oskaloosa Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance, as amended.

Termination Date means the date of termination of this Agreement, as established in Section 12.10 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City).

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

- a. The City is a municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement.
- b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

Section 2.2 Covenants, Representations and Warranties of Developer. The Developer makes the following representations and warranties:

- a. The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is licensed to do business in Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- b. This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by

the City, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer has provided an enforceability opinion, in the form attached as Exhibit E.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization and bylaws operating agreement of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Oskaloosa Urban Renewal Plan and all applicable local, State and federal laws and regulations.

f. The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met in connection with the Project.

g. The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

h. The construction of the Minimum Improvements will require an investment of approximately \$8,500,000 and shall result in a total assessed taxable value of not less than \$_____ for the Minimum Improvements.

i. The Developer has firm commitments for the construction, acquisition, and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by December 31, 2015.

k. The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction of the Project.

l. The Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants and other incentives being made to the Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION

Section 3.1 Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to, and approved by, the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale thereof as detailed and outlined in the Construction Plans, as so approved.

Section 3.2 Construction Plans. The Developer shall present or cause to be presented the Construction Plans for the Minimum Improvements to the City for approval, which shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations, and shall be adequate for the purposes of this Agreement to provide for the construction of the Minimum Improvements. Provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations.

Approval of the Construction Plans by City shall not relieve the Developer of any obligation to comply with the remaining terms and provisions of this Agreement, or the

provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default. Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose or subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3 Commencement and Completion of Construction of Minimum Improvements. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken and completed on or before December 31, 2015. All such work shall be in conformity with the Construction Plans approved by the applicable City building officials or any amendments thereto as may be approved by City building officials.

The Developer agrees that it shall permit designated representatives of the City, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements in order to inspect such construction and the progress thereof. Upon notice of completion of the Minimum Improvements, the City shall inspect the Minimum Improvements and determine whether they have been completed in accordance with this Agreement. If the City determines that the Minimum Improvements are not acceptable, it shall notify the Developer within ten (10) days.

Section 3.4 Certificate of Completion for Minimum Improvements. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion for the Minimum Improvements in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement solely with respect to the obligations of the Developer to construct the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of Section 3.4, the City shall, within twenty (20) calendar days after written request by the Developer, provide the Developer with a written statement indicating in adequate detail in what respects the Developer has failed to complete the applicable portion of the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts will be necessary, in the reasonable opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy;

ii. Commercial general liability insurance (including premises/operations coverage, contingent liability, operations of subcontractors, products/completed operations coverage, personal injury, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence/2,000,000 aggregate per project. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). A waiver of subrogation clause and hold harmless agreement in favor of the City of Oskaloosa shall be included on the Developer's policy naming the City of Oskaloosa. The policy shall contain a "severability of interests" clause and provide primary and noncontributory insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality

of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Commercial Automobile liability insurance, including personal injury and property damage liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Products and Completed Operations coverage in the minimum amount for each occurrence and for each year (per project) of \$1,000,000, and at least \$2,000,000 in the aggregate, continued until the Termination Date.

iv. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in Best's rated Class A or better insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Upon request of the City, Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of

this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Construction of Minimum Improvements. Developer shall construct the Minimum Improvements on the Development Property and operate the same as Low or Moderate Income Housing Units of an affordable apartment complex under the program requirements of Section 42 of the Internal Revenue Code operated by the United States Department of Treasury and in accordance with the Land Use Restrictive Covenants Agreement for Low-Income Housing Tax Credit Program (the “LURA Agreement”) entered into between Developer and IFA for thirty yearsthe term of the LURA.

Section 6.2 Maintenance of Properties. The Developer will maintain, preserve and keep the Development Property, and the Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

Section 6.3 Maintenance of Records. Developer shall keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions or in relation to the obligations of Developer under this Agreement in accordance with generally-accepted accounting principles, consistently applied throughout the period involved, and the Developer shall provide reasonable

protection against loss or damage to such books of record and account.

Section 6.4 Compliance with Laws. The Developer will comply with all applicable laws, rules and regulations relating to the Development Property and the Minimum Improvements, including but not limited to those established by the United States Department of Treasury.

Section 6.5 Non-Discrimination. In constructing and operating the Minimum Improvements, the Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.6 Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that is related to this Agreement so that City can determine compliance with the Agreement.

Section 6.7 Annual Certification. To assist the City in monitoring the performance of the Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City the following information in the form of the Annual Certification provided in Exhibit F: (a) a written statement from the County Auditor showing the assessed value of the Minimum Improvement on the Development Property as of the most recent January 1; (b) proof that all ad valorem taxes on the Development Property due and payable by Developer have been paid for the prior fiscal year; (c) certification of the number of units at the Minimum Improvements that are leased only as Low or Moderate Income Housing Units; and (d) certification that such officer has re-examined the terms and provisions of this Agreement and, to the best of that officer's knowledge and belief at the date of such certificate, and during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and actions taken to correct any such default. Such statement, proof and certificate described above, shall be provided to the City not later than October 15 of each year, commencing October 15, 2016 and ending on October 15 of the last calendar year that the Developer is potentially entitled to an Economic Development Grant, both dates inclusive. The Developer shall provide supporting information for its annual certification upon request of the City.

Section 6.8 Developer Cash Contribution. Developer shall contribute 5% of the total Project cost, as calculated by IFA, in the form of cash available at closing (estimated at no less than \$440,873).

Section 6.9 Real Property Taxes and Assessments. Developer shall pay when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and Minimum Improvements acquired and owned by it pursuant to the provisions of this Agreement.

Prior to the Termination Date, Developer agrees that it will not seek:

a. Administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or Developer, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. Any tax exemption, deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.10 Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 6.11 Operation of Minimum Improvements. Developer agrees that, prior to the Termination Date, it will not convert the Minimum Improvements or the Project into project-based Section 8 housing.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1 Status of the Developer; No Transfer or Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and

agrees that, prior to the Termination Date, the Developer will maintain its existence as an limited liability company adequately capitalized for this Project and will not wind up or otherwise dispose of all or substantially all of the Development Property, or assign, participate, or otherwise act in such manner as to convey to any third party any interest in this Agreement to any other party unless: (a) the transferee, partnership, corporation, limited liability company or individual assumes in writing all of the obligations of the Developer under this agreement; and (b) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, the City agrees that the Developer may pledge any and/or all of its assets and real estate as security for any financing of the Minimum Improvements.

Section 7.2 Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit any entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1 Economic Development Grants. For and in consideration of the obligations being assumed by the Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Project and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with the terms of this Agreement and to the terms of this Article VIII, to make up to fifteen (15) consecutive annual payments of Economic Development Grants to the Developer of a percentage of the Tax Increments generated by the completion of the construction of the Minimum Improvements and pursuant to the chart below, with the aggregate amount not to exceed Five Hundred Ten Thousand Dollars (\$510,000), under the following terms and conditions:

a. Assuming the completion of the Minimum Improvements by December 31, 2015 and full assessment of the Minimum Improvements on January 1, 2016, and debt certification by the City to the Auditor prior to December 1, 2016, the Economic Development Grants shall commence not later than June 1, 2018 and end not later than June 1, 2031, pursuant to Section 403.19 of the Urban Renewal Act in the following

amounts:

June 1, 2018	8390% of Tax Increments	for Fiscal Year 17-18
June 1, 2019	8390% of Tax Increments	for Fiscal Year 18-19
June 1, 2020	8390% of Tax Increments	for Fiscal Year 19-20
June 1, 2021	8390% of Tax Increments	for Fiscal Year 20-21
June 1, 2022	8390% of Tax Increments	for Fiscal Year 21-22
June 1, 2023	8390% of Tax Increments	for Fiscal Year 22-23
June 1, 2024	8390% of Tax Increments	for Fiscal Year 23-24
June 1, 2025	8390% of Tax Increments	for Fiscal Year 24-25
June 1, 2026	8390% of Tax Increments	for Fiscal Year 25-26
June 1, 2027	8390% of Tax Increments	for Fiscal Year 26-27
June 1, 2028	8390% of Tax Increments	for Fiscal Year 27-28
June 1, 2029	8390% of Tax Increments	for Fiscal Year 28-29
June 1, 2030	8390% of Tax Increments	for Fiscal Year 29-30
June 1, 2031	8390% of Tax Increments	for Fiscal Year 30-31
June 1, 2032	8390% of Tax Increments	for Fiscal Year 31-32

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into Ironwood Partners, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period in respect of the Minimum Improvements (improvement value increase only), but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants"). The Economic Development Grants are only given for the construction of Low or Moderate Income Housing Units. If any units constructed as part of the Minimum Improvements are not occupied as Low or Moderate Income Housing Units, then Developer shall receive a pro-rata proportion of the above percentages. For example, if 12 out of the 48 units is are not occupied as Low or Moderate Income Housing Units, then the above percentages of grants will be reduced by 2.0834.17%. If 8390% of the Tax Increment is \$4000, the total after the reduction would be \$3,875833. ($1/48 = .04174283 \times \$4,000 =$ reduction of \$113.20166.80).

For the purposes of this Agreement, the value of the existing facility located on the Development Property as of January 1, 2014 will not be considered when determining the amount of Economic Development Grants to which Developer is entitled. The assessed value of the existing facility (improvement value only) as of January 1, 2014 is \$91,630.

b. The obligation of the City to make an Economic Development Grant shall be subject to and conditioned upon: (i) Developer's compliance in all material respects with the terms of this Agreement, in the sole discretion of the City; and (ii) timely filing by Developer of the annual certification required under Section 6.7 hereof, including but not limited to notification to the City as to whether the Project is fully assessed and that the City should certify its request for Tax Increment to the County, and the Council's approval thereof. If all the foregoing are satisfied and Developer's annual certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the City as of January 1 of that year, to be collected by the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer. For example, if the Developer and City each so certify in October on the Minimum Improvements, the first Economic Development Grant would be paid to Developer not later than June 1, 2018 (based on the January 1, 2016 assessed value). Compliance with the terms and conditions of this Agreement is a condition precedent to an Economic Development Grant. As an example, if all property taxes that are owed are not paid, the Developer is not eligible for an Economic Development Grant. As a further example, if the Minimum Improvements are not in operation as an affordable apartment complex containing Low or Moderate Income Housing Units, the Developer is not eligible for an Economic Development Grant.

c. In the event that any certification filed by Developer under Section 6.7 discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured under the provisions of Section 10.2 or other provision of this Agreement (or an event that, with the passage of time or giving of notice, or both, would become an Event of Default that cannot reasonably be cured under the provisions of Section 10.2 or other provision of this Agreement), the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

d. Each annual certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants, only if Developer fully complies with the provisions hereof and becomes entitled thereto, up to the maximum amount set forth in Section 8.1.

e. Economic Development Grants shall, at all times, be subject to suspension and termination, in accordance with the terms of this Article VIII and Article X. Thereafter, the taxes levied on the Development Property shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance. The parties recognize that the amount of each Economic Development Grant will be determined after the valuations of the Development Property with the Minimum Improvements thereon have been determined by the Mahaska County Assessor.

Section 8.2 Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Oskaloosa Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and subject to Developer compliance and annual appropriation by the City Council, to apply the incremental taxes allocated to the Oskaloosa Urban Renewal Tax Increment Revenue Fund to pay the Economic Development Grants, as and to the extent set forth in Section 8.1 hereof. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

b. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Oskaloosa Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Minimum Improvements and allocated to the Oskaloosa TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

c. Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment

of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

d. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives determination from a court of competent jurisdiction that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate project activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon commencement of any such legal action or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two annual Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

e. The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants, and under no circumstances shall the City, its agents, governing body members, attorneys, employers, successors or assigns, in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the Oskaloosa Urban Renewal Tax Increment Revenue Fund (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 8.3 Use of Other Tax Increments. Subject to this Article VIII, the City shall be free to use any and all Tax Increments collected in respect of any other properties within the Urban Renewal Area, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants under Section 8.2 hereof, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, and the City shall have no obligations to the Developer with respect to the use thereof, provided however, that the Tax Increments derived from the Minimum Improvements shall be made available to fund the Economic

Development Grants under this Agreement in accordance with the percentages and conditions of Section 8.1 hereof, if Developer is otherwise eligible under the terms of this Agreement.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation, gross negligence, or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- a. Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;
- b. Transfer of any interest (either directly or indirectly) in this Agreement or the Development Property and Minimum Improvements in violation of the provisions of this Agreement;
- c. Failure by the Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- d. Failure by the Developer to pay ad valorem taxes on the Development Property and Minimum Improvements, when constructed;
- e. The holder of any Mortgage on the Development Property owned by Developer, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default by Developer under the applicable Mortgage documents;
- f. The Developer shall:
 - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or State law; or
 - ii. make an assignment for the benefit of its creditors; or
 - iii. admit in writing its inability to pay its debts generally as they become due; or
 - iv. be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or State law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety

(90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within 90 days after such appointment, or if the Developer shall consent to or acquiesce in such appointment;

(g) Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certificate furnished by the Developer pursuant to this Agreement which shall be proven to have been materially incorrect, incomplete or misleading and such misstatement was known by Developer at the time it was made, in any material respect on or as of the date of the issuance or making thereof.

Section 10.2 Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more, or a combination, of the following actions after the giving of thirty (30) days' written notice by the City to the Developer and the holder of the First Mortgage (to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, if the Event of Default has not been cured within said thirty (30) days, or if the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Except that in the case of an Event of Default under subsections e, f or g of said Section 10.1, no 30 day cure period shall be required.)

a. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold a Certificate of Completion;

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages or to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement; or

e. The City shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the rate of 10%. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.

Section 10.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5 Attorneys' Fees and Expenses.

(a) Each Party shall pay its own attorneys' fees and costs associated with the drafting and execution of this Agreement.

(b) Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement herein contained on the part of Developer, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. RESERVED

ARTICLE XII. MISCELLANEOUS

Section 12.1 Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer, agent, attorney or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2 Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

- a. In the case of the Developer, is addressed or delivered personally to the Developer at Ironwood Partners, LLC, c/o Overland Property Group, LLC, 534 S Kansas Avenue, Suite 900, Topeka, KS 66603; Attn: Brett Johnson.
- b. In the case of the City, is addressed to or delivered personally to the City at the City Hall, 220 S. Market Street, Oskaloosa, Iowa 52577, Attn: City Clerk-Finance Director;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3 Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6 Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The Developer shall reimburse the City for the costs of recording.

Section 12.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.8 Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances, other than those to which it is held invalid, shall not be affected thereby and the parties shall thereupon amend this Agreement to legally and most closely embody the spirit and intent of the invalid provisions.

Section 12.9 No Third-Party Beneficiaries. No rights or privileges of any party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 12.10 Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 204532, or the expiration of the LURA, whichever is later, unless terminated earlier under the provisions of this Agreement.

Section 12.11 Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

[Remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor of the City and its seal to be hereunto duly affixed and attested by the Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

CITY OF OSKALOOSA, IOWA

By _____
David Krutzfeldt, Mayor

ATTEST:

By _____
Amy Miller, City Clerk-Finance Director

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF MAHASKA)

On this _____ day of _____, 2014, before me a Notary Public in and for said State, personally appeared David Krutzfeldt and Amy Miller, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk-Finance Director, respectively, of the City of Oskaloosa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk-Finance Director acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Oskaloosa, County of Mahaska, State of Iowa, more particularly described as follows:

Lots H and K of the Subdivision of the Southwest Quarter of the Southwest Quarter of Section Thirteen, Township Seventy-five, Range Sixteen

AND

Lots Four and Six of the Subdivision of Lot Four of the Southeast Quarter of the Southeast Quarter of Section Fourteen, Township Seventy-five, Range Sixteen, except commencing at the Southeast corner of said Lot Six, running thence North One hundred twenty three feet, thence West parallel with the South line of said Lot Six, One hundred eighty nine feet, thence South Six feet, thence West parallel with the South line of said Lot Six to the West line of said Lot Six, thence South One hundred seventeen feet to the Southwest corner of said Lot Six, thence East to place of beginning.

Locally known as 1302/1320 High Avenue W, Oskaloosa, Iowa
(approximately 4.09 acres at the intersection of High Avenue and South Street)

Parcel #: 1013355001 and 1014477027

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements on the Development Property consist of 48 Section 42 United States Department of Treasury apartment units. There will be three buildings containing 16 units each and one clubhouse. The units will consist of 24 two-bedroom, 12 three-bedroom and 12 four-bedroom apartments. The Project also includes a fitness center, a playground, a community garden, in-unit microwaves and washer and dryers, and a computer learning center. At least 20 units will be ADA-accessible, and one unit will be assessable for those with hearing/vision needs. Five units will be set aside for tenants with brain injury, mental illness, or co-occurring disorder. The apartment complex will consist of 47 46 Low or Moderate Income Units and one two market-rate units. The complex will be called "The Reserves at Ironwood."

All but one unit leased at the Project will be affordable for LMI individuals or families in accordance with the Iowa Finance Authority's Land Use Restrictive Covenants Agreement for Low-Income Housing Tax Credit Program (the LURA Agreement), to the extent said LURA Agreement is then applicable.

The two existing structures on the Development Property will be demolished.

The total cost for the Project and construction of the Minimum Improvements is expected to be approximately \$8,500,000.

Schedule:

Construction Loan Closing	7/1/149/15/14
Lease-Up Begins	2/1/158/15/15
Construction Completion	3/1/1510/15/15
100% Occupancy (expected)	8/1/152/15/16



A SITE PLAN

BUILDING SUMMARY			
UNIT TYPE	NO. OF UNITS	SQ. FT. PER UNIT	TOTAL SQ. FT.
1-BED	10	1,000	10,000
2-BED	20	1,500	30,000
3-BED	10	2,000	20,000
TOTAL	40		60,000

PARKING SUMMARY			
TYPE	NO. OF SPACES	PERCENTAGE	REMARKS
STREET	10	25%	10 SPACES
OFF-STREET	30	75%	30 SPACES
TOTAL	40	100%	40 SPACES

UNIT ESTIMATE			
UNIT TYPE	NO. OF UNITS	EST. COST PER UNIT	TOTAL EST. COST
1-BED	10	1,000	10,000
2-BED	20	1,500	30,000
3-BED	10	2,000	20,000
TOTAL	40		60,000

THE RESERVES at IRONWOOD
 NEW APARTMENT COMPLEX
 OSKALOOSA, IOWA

JONES GILLAM RENZ
 Architects Planners Designers
 190 E. Main, P.O. Box 2000, Indian, IA 52640
 (762) 827-0000 • (762) 827-0002 Fax
 jgr@jgarchitects.com

PRELIMINARY DRAWING
 DATE: 11-13-2008
 SCALE: 1/8" = 1'-0"

A1.1

EXHIBIT C

CERTIFICATE OF COMPLETION FOR MINIMUM IMPROVEMENTS

WHEREAS, the City of Oskaloosa, Iowa (the "City") and Ironwood Partners, LLC (the "Developer") did on or about the ____ day of _____, 2014, make, execute and deliver, each to the other, a Development Agreement (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement and the Oskaloosa Urban Renewal Plan (the "Plan"), to develop certain real property owned by the Developer and located within the City of Oskaloosa, Mahaska County, Iowa ("City") and particularly described as follows:

Lots H and K of the Subdivision of the Southwest Quarter of the Southwest Quarter of Section Thirteen, Township Seventy-five, Range Sixteen

AND

Lots Four and Six of the Subdivision of Lot Four of the Southeast Quarter of the Southeast Quarter of Section Fourteen, Township Seventy-five, Range Sixteen, except commencing at the Southeast corner of said Lot Six, running thence North One hundred twenty three feet, thence West parallel with the South line of said Lot Six, One hundred eighty nine feet, thence South Six feet, thence West parallel with the South line of said Lot Six to the West line of said Lot Six, thence South One hundred seventeen feet to the Southwest corner of said Lot Six, thence East to place of beginning.

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Developer's Property, and obligated the Developer to construct certain Minimum Improvements (as defined herein) in accordance with the Agreement; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer to construct the Minimum Improvements on the Developer's Property have been completed and performed by the Developer and are hereby released absolutely and

forever terminated insofar as they apply to the land described herein. The County Recorder of Mahaska County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Developer's Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

CITY OF OSKALOOSA, IOWA

By _____
David Krutzfeldt, Mayor

ATTEST:

By _____
Amy Miller, City Clerk-Finance Director

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF MAHASKA)

On this _____ day of _____, 2014, before me a Notary Public in and for said State, personally appeared David Krutzfeldt and Amy Miller, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk-Finance Director, respectively, of the City of Oskaloosa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk-Finance Director acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

Return Document To: City of Oskaloosa, City Clerk, 220 S. Market Street, Oskaloosa, Iowa 52577

Preparer Information: Kristin Cooper, Ahlers & Cooney, P.C., 100 Court Avenue, Suite 600, Des Moines, Iowa 50319, 515-246-0330

Address Tax Statement: N/A

EXHIBIT D

MEMORANDUM OF AGREEMENT FOR DEVELOPMENT AGREEMENT

WHEREAS, the City of Oskaloosa, Iowa, (the "City") and Ironwood Partners, LLC (the "Developer") did on or about the ____ day of _____, 2014, make, execute and deliver a Development Agreement (the Agreement), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and more particularly described as follows:

Lots H and K of the Subdivision of the Southwest Quarter of the Southwest Quarter of Section Thirteen, Township Seventy-five, Range Sixteen

AND

Lots Four and Six of the Subdivision of Lot Four of the Southeast Quarter of the Southeast Quarter of Section Fourteen, Township Seventy-five, Range Sixteen, except commencing at the Southeast corner of said Lot Six, running thence North One hundred twenty three feet, thence West parallel with the South line of said Lot Six, One hundred eighty nine feet, thence South Six feet, thence West parallel with the South line of said Lot Six to the West line of said Lot Six, thence South One hundred seventeen feet to the Southwest corner of said Lot Six, thence East to place of beginning.

Locally known as 1302/1320 High Avenue W, Oskaloosa, Iowa (approximately 4.09 acres at the intersection of High Avenue and South Street)

Parcel #: 1013355001 and 1014477027

WHEREAS, the terms of this Agreement shall commence on the ____ day of _____, 2014, and terminate on the Termination Date as set forth in the Agreement (December 31, 2045); and

WHEREAS, the City and the Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Development Agreement shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Development Agreement made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the Office of the City Clerk-Finance Director, City Hall, Oskaloosa, Iowa.

IN WITNESS WHEREOF, the City and the Developer have executed this Development Agreement as of the ____ day of _____, 2014.

CITY OF OSKALOOSA, IOWA

(SEAL)

By _____
David Krutzfeldt, Mayor

ATTEST:

By _____
Amy Miller, City Clerk-Finance Director

STATE OF IOWA)
) SS
COUNTY OF MAHASKA)

On this _____ day of _____, 2014, before me a Notary Public in and for said State, personally appeared David Krutzfeldt and Amy Miller, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk-Finance Director, respectively, of the City of Oskaloosa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk-Finance Director acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT E

FORMS OF LEGAL OPINION
(On firm letterhead)

City of Oskaloosa
Oskaloosa, Iowa

Re: Development Agreement between the City of Oskaloosa, Iowa ("City"), and Ironwood Partners, LLC ("Developer").

As counsel for Ironwood Partners, LLC (the "Entity" in this letter) in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Entity and the City of Oskaloosa, Iowa (the "City") dated as of _____ 2014 and referenced above, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- a. The governing documents of the Entity;
- b. Resolution of the Entity at which action was taken with respect to the transactions covered by this opinion;
- c. The Development Agreement (the term "Development Agreement" includes all Exhibits to "Development Agreement");

and such other documents and records as we have deemed relevant and necessary as a basis for the opinion set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Entity is duly organized and validly exists as a limited liability company under the laws of the State of Iowa and is qualified to do business in the State of Iowa. The Entity has full power and authority to execute, deliver and perform in full the Development Agreement; and the Development Agreement has been duly and validly authorized, executed and delivered by the Entity and, assuming due authorization, execution and delivery by the other parties thereto, is in full force and effect and is valid and legally binding instrument of the Entity enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The consummation of the transaction contemplated by the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation or any other governing documents of the Entity, or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Entity is a party or by which it or its property is bound or subject.

Very truly yours,



City Council Communication

Meeting Date: September 2, 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 - Four vacancies to fill upon appointment; two for unexpired terms that end April 30, 2015 and two for unexpired terms that end April 30, 2017. This is a seven member board that typically meets the second Monday of the month as needed. (5 males currently serve with 2 vacancies)
- c) Board of Adjustment - One vacancy to fill upon appointment for an unexpired term that ends April 30, 2017. This is a five member board that meets as needed the fourth Tuesday of the month. (4 males currently serve with 1 vacancy)
- d) Mahaska County Solid Waste Management Commission and Ad Hoc Recycling Committee - Five vacancies to fill to serve one year terms from January 1, 2015 through December 31, 2015. Two members of the commission also serve on the Ad Hoc Recycling Committee. This is a five member board that typically meets once a month. (3 males and 1 female currently serve with 1 vacancy).



City Council
Communication
Meeting Date: September 2, 2014

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: September 2, 2014
Requested By: City Clerk/Finance

Item Title: PUBLIC HEARINGS

Consider a resolution levying a special assessment against private property for cleanup of a property located at 610 C Avenue East, Oskaloosa, Iowa by the City of Oskaloosa, Iowa in accordance with §8.08.080 of the City Code of the City of Oskaloosa, Iowa. (PUBLIC HEARING)

Explanation:

This is the time for the public hearing on levying a special assessment against the property owned by Daniel L. and Jody L. Gundrum located at 601 C Avenue East, Oskaloosa, Iowa, for city cleanup of the property. A certified notice of the hearing was sent to the property owner and notice of hearing was published in the Oskaloosa Herald prior to the public hearing date.

Recommended Action: Open the public hearing, receive oral and written comments, close the hearing, and approve the resolution.

Budget Consideration:

\$200.00 revenue to the General Fund to offset expenses related to the services performed.

Attachments :

Resolution

RESOLUTION NO. _____

RESOLUTION LEVYING A SPECIAL ASSESSMENT AGAINST PRIVATE PROPERTY FOR THE CLEANUP OF A PROPERTY LOCATED AT 610 C AVENUE EAST, OSKALOOSA, IOWA, BY THE CITY OF OSKALOOSA, IOWA IN ACCORDANCE WITH §8.08.080 OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA.

WHEREAS, the City has authority under City Ordinance to abate a nuisance and assess the costs of the abatement to the County Treasurer for collection in the same manner as **property taxes under Oskaloosa City Code §8.08.080**;

WHEREAS, the City of Oskaloosa did notify Daniel L. and Jody L. Gundrum to immediately remove accumulated solid waste from the property at 610 C Avenue East; and

WHEREAS, in accordance with Iowa Code Chapter 364.12 if a property owner does not perform an action required within a reasonable time after notice, a city may perform the required action and assess the costs against the property for collection in the same manner as property tax;

AND WHEREAS, the City has caused a nuisance to be abated and wishes to assess the costs thereof for collection at the property owned by Daniel L. and Jody L. Gundrum at 610 C Avenue East, Oskaloosa, Iowa, legally described as:

Lot 1 Hugh Horner Survey.

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

1. That the City Council of the City of Oskaloosa, Iowa, conducted a public hearing on September 2, 2014 at 6:00 p.m. in the City Council Chambers, City Hall, Oskaloosa, Iowa, on the matter of levying a special assessment against the property owned by Daniel L. and Jody L. Gundrum at 610 C Avenue East, Oskaloosa, Iowa, for City abatement of a nuisance threat, at which time the Council considered and disposed of any objections made thereto.
2. That the City Clerk gave notice of said hearing by publication prior to the date of the hearing and sent notice of the hearing to the property owner by certified mail.
3. That a special assessment for the abatement of the nuisance in the amount of \$200.00 is hereby levied against the property owned by Daniel L. and Jody L. Gundrum at 610 C Avenue East, Oskaloosa, Iowa unless said assessment is paid in full within thirty days. Any unpaid assessment will draw annual interest at 9% computed from the due date. The unpaid assessment shall constitute a lien against the property and shall be collected by the County Treasurer in the same manner as other taxes. Any assessment of more than \$500.00 may be paid in annual installments that will not exceed fifteen.

PASSED AND APPROVED this 2nd day of September, 2014.

(Signatures to follow)

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk



City Council
Communication

Meeting Date: September 2, 2014
Requested By: City Clerk/Finance

Item Title: PUBLIC HEARING

Consider a resolution levying a special assessment against private property for cutting and removal of weeds by the City of Oskaloosa, Iowa in accordance with Title 8, Chapter 8.20 of the City Code of the City of Oskaloosa, Iowa. (PUBLIC HEARING)

Explanation:

This is the time for the public hearing on levying a special assessment against private property for weed cutting as outlined in Exhibit A. Certified notices were sent to each property owner and a notice was published in the Oskaloosa Herald.

Staff recommends opening the public hearing, receive oral and written comments, close hearing and approve resolution.

Budget Consideration:

\$250 revenue to the Sanitary Sewer Fund to offset expenses related to the work performed by the City.

Attachments :

Resolution
Exhibit A

RESOLUTION NO. _____

RESOLUTION LEVYING A SPECIAL ASSESSMENT AGAINST PRIVATE PROPERTY FOR CUTTING AND REMOVAL OF WEEDS BY THE CITY OF OSKALOOSA, IOWA, IN ACCORDANCE WITH TITLE 8, CHAPTER 8.20 OF THE CITY CODE OF THE CITY OF OSKALOOSA, IOWA.

WHEREAS, the City of Oskaloosa, Iowa did cut and remove weeds and brush from private properties listed in Exhibit "A" attached hereto and by this reference incorporated within; and

WHEREAS, the City Council of the City of Oskaloosa, Iowa is empowered to levy such assessment as may be appropriate against said properties for such cutting and removal of weeds and brush by Title 8, Chapter 8.20 of the City Code of the City of Oskaloosa, Iowa; and

WHEREAS, hearing on said assessments was duly scheduled for the 2nd day of September, 2014 at 6:00 p.m., proper notice of said hearing was given; and

WHEREAS, hearing before the City Council of the City of Oskaloosa, Iowa was held at the above mentioned date and time, and all objections to said assessments were heard; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oskaloosa, Iowa that special assessments for the cutting and removal of weeds and brush are hereby levied against the properties described in Exhibit "A" unless said special assessments are paid in full within thirty days. All unpaid assessments will draw annual interest at nine per cent computed to the December 1st next following the due dates. The unpaid assessments shall constitute a lien against the property and shall be collected by the County Treasurer in the same manner as other taxes. Any assessments more than five hundred dollars will be paid in annual installments that will not exceed fifteen.

PASSED AND APPROVED this 2nd day of September, 2014.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

EXHIBIT "A"
2014 WEED CUTTING ASSESSMENTS
June 2014

OWNER	OFFENSE	ADDRESS/LEGAL	DATE MOWED	LABOR	COST
Randy L Snook Parcel ID 1119126010	1st	914 3rd Avenue East W 1/2 Lot 1 NE NW	6/18/2014	1 hour	\$250.00

Weed removal on private property:
Minimum of one hour charged. After first hour, fee shall be charged by the quarter hour.

1st cleanup	\$200.00 fee + \$50.00 per hr.
2nd cleanup	\$250.00 fee + \$50.00 per hr.
3rd cleanup	\$300.00 fee + \$50.00 per hr.
4th cleanup	\$350.00 fee + \$50.00 per hr.
5th cleanup	\$400.00 fee + \$50.00 per hr.
6th cleanup	\$450.00 fee + \$50.00 per hr.



City Council Communication

Meeting Date: September 2, 2014
Requested By: Public Works Dept.

Item Title: PUBLIC HEARING

Consider an ordinance to vacate and sell 120' X 16.5' of the north-south alley and 51.5' X 16.5' of the east-west alley adjacent to 701 High Avenue West - 1st reading. (PUBLIC HEARING)

Explanation:

Robert Wersen, owner of 701 High Avenue West, has requested that the portion of the North-South alley and a portion of the East-West alley adjacent to his property be vacated. The owner wants to combine all of these parcels for use as a single commercial land parcel.

The city conducted a survey of households with direct access to these alleys. Of the residents that responded (3 total), 3 of them wanted the alley to be vacated. This alley also contains Oskaloosa Water and Century Link utility infrastructure. Therefore, easement rights will need to be retained for access to the above mentioned utilities.

The Planning & Zoning Commission considered this item at their August 11, 2014 meeting and recommended by a vote of 4:0 (yes: no) that the City Council approve the alley vacate request.

The applicant has recently reduced the extent of the east-west alley portion from 56.5' X 16.5' section to 51.5' X 16.5' section. This will expedite the sale of property because the proposed alley vacate does not adjoin other neighboring properties.

Recommended Action:

Open public hearing, receive comments, close the public hearing and approve the first reading of the ordinance.

Budget Consideration:

\$100.00 in application fees and if the alley vacate is approved, there is revenue of \$2,829.75 (120' X 16.5' X \$1.00/S.F. + 51.5' X 16.5' X \$1.00/S.F.) to the General Fund as outlined on a price per square foot amount in the Oskaloosa Municipal Code.

Attachments :

Ordinance, Location Map, Pictures of Alley, Alley Vacate Application, and Responses from adjacent owners and utility companies.

ORDINANCE NO. _____

AN ORDINANCE VACATING THE NORTH-SOUTH AND EAST-WEST PUBLIC ALLEY ADJACENT TO 701 HIGH AVENUE WEST, AND THE SALE OF SAID PUBLIC ALLEY RIGHT-OF-WAY.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to vacate the north-south and east-west public alley right-of-way that lies adjacent to 701 High Avenue West legally described as follows:

The 120 foot by 16.5 foot north-south alley and the 51.5 foot by 16.5 foot portion of the east-west alley lying adjacent to the East 35 feet of Lot 4 of Block 7 of West Oskaloosa in the City of Oskaloosa, Mahaska County, Iowa.

SECTION 2. EASEMENT RESERVATION. This ordinance is adopted subject to the retention of easement rights for utilities, all municipal and other governmental services for ingress-egress to the same.

SECTION 3. REPEALER. All other ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

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

Passed by the Council the _____ day of _____ 2014, and approved this ____ day of _____ 2014.

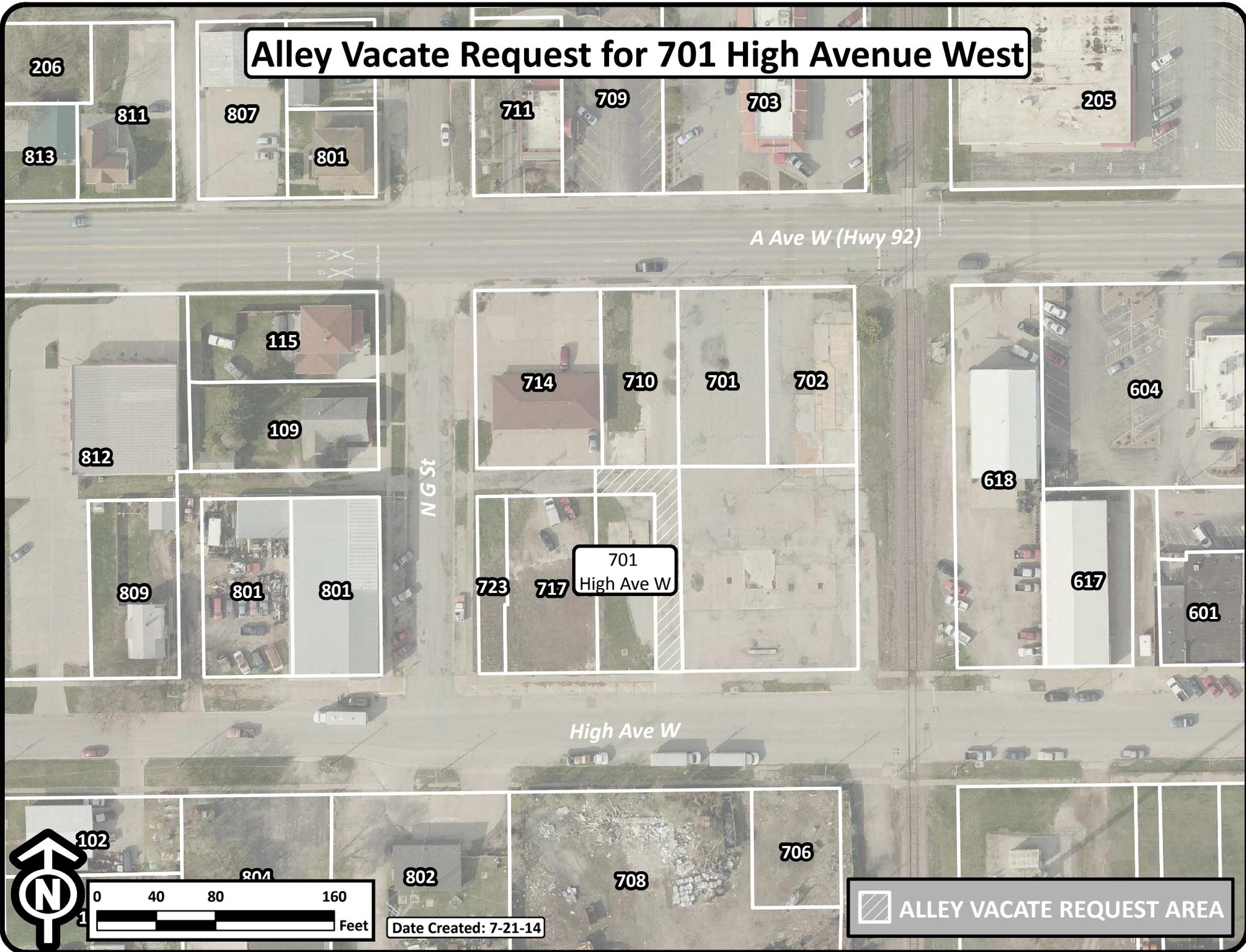
David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____ 2014.

Amy Miller, City Clerk

Alley Vacate Request for 701 High Avenue West



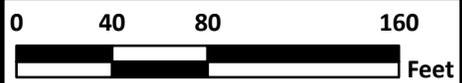
A Ave W (Hwy 92)

N G St

High Ave W

701 High Ave W

ALLEY VACATE REQUEST AREA



Date Created: 7-21-14

Alley looking north from High Avenue West



Alley looking east from North G Street



Reference: www.maps.google.com

ALLEY VACATION REQUEST
City of Oskaloosa, Iowa

Policy for sale of alleys:

Policy Adopted: 2/18/2003

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

Date of Request: 7/21/14

Property Owner Name: Sundance, Inc. - Rick Eccles

Address: 7915 Kensington Court

Brighton, MI 48116

Phone: 248-446-0100 x 223

Description of alley requested for vacation: A portion of alley located between parcel 1013378002, 1013378007, 1013378008. The alley connects South G Street and High Avenue West.

Reason for requesting alley vacation: The proposed development will be combining 5 parcels adjacent to the alley. The alley is not needed for access to the site and vacating the alley provides more area necessary for the site layout.

Signature Rick Eccles Robert D. Jensen

OFFICE USE:

Application Fee Paid ✓ \$100.⁰⁰

Amount Paid For 1/2 of Alley: \$ 1,457.65 (56.5 x 16.5 x \$ 1.00 /SF) ^q (120 x 16.5 x \$ 1.00 /SF)

Vacation Approved _____ Denied _____ Refund Payment _____

ALLEY VACATION RES 701 High Avenue West

ADDRESS	NAME	RESPONSE	COMMENTS
714 A Avenue West	Marjorie Blom	Yes, approve the proposed alley vacation	At this time I believe I'm very interested in purchasing property as proposed for \$42.50 whis is adjacent to my property.
701 High Avenue West	Robert Wersen	Yes, approve the proposed alley vacation	
717 High Avenue West	Kopy Shop	Yes, approve the proposed alley vacation	
723 High Avenue West	Kenneth & Julie Seeman	no response	

UTILITY COMPANY RESPONSE

MCG	No Major Utility Infrastructure
WATER DEPT.	Yes Major Utility Infrastrucure
CENTURY LINK	Yes Major Utility Infrastrucure
MIDAMERICAN ENERGY	No Major Utility Infrastructure
CITY SANITARY SEWER	No Major Utility Infrastructure



City Council Communication

Meeting Date: September 2, 2014
Requested By: Public Works Dept.

Item Title: PUBLIC HEARING

Consider an ordinance to vacate and sell 60' X 16.5' of the east-west alley adjacent to 701 2nd Avenue East - 1st reading. (PUBLIC HEARING)

Explanation:

Frank Glandon, owner of 701 2nd Avenue East, has requested that the portion of the East-West alley adjacent to his property be vacated. The applicant intends to store a utility trailer in the alley.

The city conducted a survey of households with direct access to this alley. Of the residents that responded (5 total), 3 of them want the alley to be vacated and 2 do not want the alley vacated. The property owners at 707 & 709 2nd Avenue East, opposed the alley vacate stating concerns with parking, traffic flow obstruction, and depreciation of property values (please see the attached survey responses).

This alley also contains Oskaloosa sanitary sewer, Century Link, MCG, and MidAmerican Energy utility infrastructure. Therefore, easement rights will need to be retained for access to the above mentioned utilities.

The Planning & Zoning Commission considered this item at their August 11, 2014 meeting and recommended by a vote of 3:1 (yes: no) that the City Council approve the alley vacate request. Commission member Wyndell Campbell opposed the alley vacate.

Recommended Action:

Open public hearing, receive comments, close the public hearing and approve the first reading of the ordinance.

Budget Consideration:

\$100.00 in application fees and if the alley vacate is approved, there is revenue of \$495.00 (60'X16.5'X\$0.50/Sq.Ft.) to the General Fund as outlined on a price per square foot amount in the Oskaloosa Municipal Code.

Attachments :

Ordinance, Location Map, Pictures of Alley, Alley Vacate Application, and Responses from adjacent owners and utility companies.

ORDINANCE NO. _____

AN ORDINANCE VACATING THE EAST-WEST PUBLIC ALLEY ADJACENT TO 701
2ND AVENUE EAST, AND THE SALE OF SAID PUBLIC ALLEY RIGHT-OF-WAY.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to vacate the east-west public alley right-of-way that lies adjacent to 701 2nd Avenue East legally described as follows:

The 60 foot X 16.5 foot east-west alley lying adjacent to Lot 5 of Block 3 of Seever's Addition of the City of Oskaloosa, Mahaska County, Iowa.

SECTION 2. EASEMENT RESERVATION. This ordinance is adopted subject to the retention of easement rights for utilities, all municipal and other governmental services for ingress-egress to the same.

SECTION 3. REPEALER. All other ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

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

Passed by the Council the _____ day of _____ 2014, and approved this ____ day of _____ 2014.

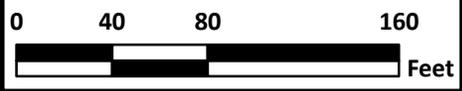
David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____ 2014.

Amy Miller, City Clerk

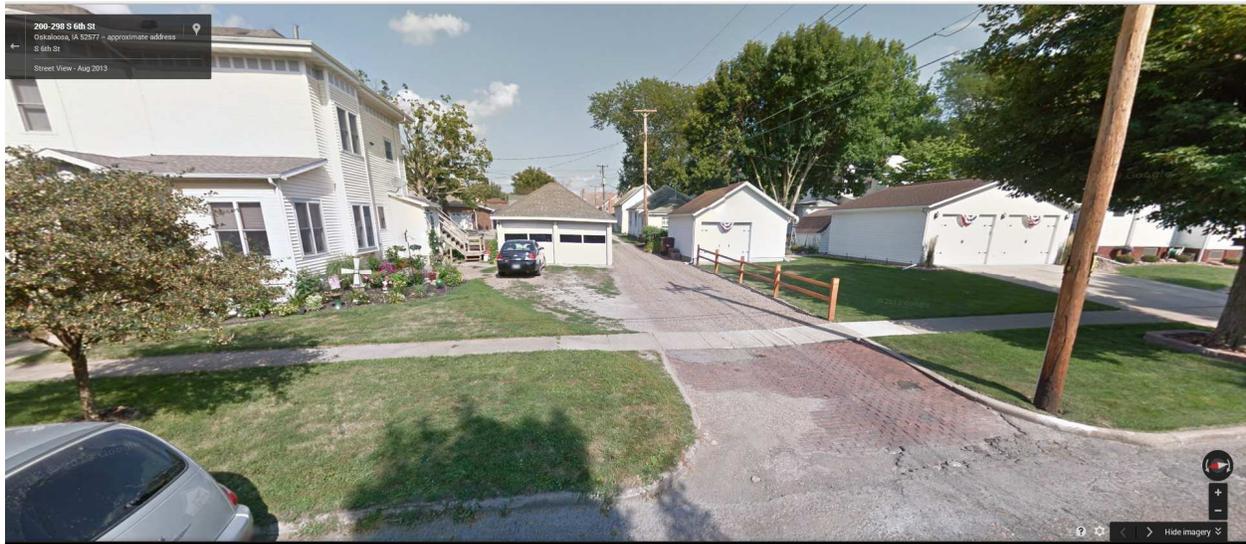
Alley Vacate Request for 701 2nd Avenue East



Date Created: 7-23-14

 ALLEY VACATE REQUEST AREA

Alley looking east from South 6th Street



Alley looking west from South 7th Street



Reference: www.maps.google.com

ALLEY VACATION REQUEST
City of Oskaloosa, Iowa

Policy for sale of alleys:

Policy Adopted: 2/18/2003

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

Date of Request: 7-23-14

Property Owner Name: FRANK GLANDON

Address: 701 2 AVE EAST

OSKALOOSA IA. 52577

Phone: 641-660-7645

Description of alley requested for vacation: EAST WEST ALLEY WHICH
BORDERS THE NORTH SIDE OF MY PROPERTY AT
701 2 AVE EAST

Reason for requesting alley vacation: USED TO STORE MY SMALL
UTILITY TRAILER. Driveway Easements provided to
702 and Avenue East. we have maintained the alley since
1973.

Signature Frank Glandon

OFFICE USE:

Application Fee Paid \$100.00

Amount Paid For 1/2 of Alley: \$ 247.50 (600 X 16.5 X \$.50/SF)

Vacation Approved _____ Denied _____ Refund Payment _____

ALLEY VACATION RESPONSE :701 2nd Avenue East

ADDRESS	NAME	RESPONSE	COMMENTS
701 1st Avenue East	Michael Christensen	Yes, approve the proposed alley vacation	I will need to be assured access to the garage on our property
708 1st Avenue East	Jerry Jefferies % Lake Crookham	No response	
710 1st Avenue East	William & Ariann Blake	Yes, approve the proposed alley vacation	
714 1st Avenue East	Vohoska, Lisa A	No response	
701 2nd Avenue East	Francis & Linda Glandon	Yes, approve the proposed alley vacation	
707 2nd Avenue East	Perdue, Charles Oliver% Ginny Foster	No, do not approve the proposed alley	Please see survey response below.
709 2nd Avenue East	Perdue, Charles Oliver% Ginny Foster	No, do not approve the proposed alley	(Concerns include: Parking, Obstruct traffic flow, & depreciation of property value)
215 South 7th Street	Ann Johnson	No response	

UTILITY COMPANY RESPONSE

MCG	Yes, Utility Infrastructure
WATER DEPT.	No infrastructure
CENTURY LINK	Yes, Utility Infrastructure
MIDAMERICAN	Yes, Utility Infrastructure
SANITARYSEWER	Yes, Utility Infrastructure

707 & 709 2nd Avenue East survey response from Charles O. Perdue, representing Estate of Charles E. Perdue

The C. E. Perdue estates own the rentals at 707 and 709, 7 altogether. Blocking the west end of the e/w alley would impede ingress-egress for our tenants and workmen and set precedence for blocking the east end. Any future or present driveways for 707 and 709 would have to come off this alley. There is no room to bring them in from 2nd Ave. I asked Frank Glandon his reason(s) for wanting to block off the alley, he stated that he wanted to park his utility trailer there and stop traffic thru the alley. We have always allowed him to park his trailer at 709, which he has been doing for years. Thus, he has that option to park his trailer rather than block off a well used alley. Parking is an issue in the area: Blocking off the alley makes it worse. 707-709 have been apartments for decades. They have literally provided 100's of families' excellent housing. We take pride in being able to provide this kind of housing to Oskaloosa. Please do not allow the alley to be blocked off.

Survey response from Ginny Foster, representing Estate of Charles E. Perdue

1. Traffic flow/safety of residents/children- better to go forward
2. Sets precedent for other end of alley to be closed. This would be very difficult for access-utility trucks/fire.
3. Depreciation value of property not having good traffic flow.
4. Concern about vehicles hitting barn/house/fences – structures that are currently in place- difficult to make east turn.
5. Many neighboring blocks have maintained at least one through alleyway.



City Council Communication

Meeting Date: September 2, 2014

Requested By: CITY MANAGER'S OFFICE

Item Title:

Consider an ordinance amending the city's electric franchise agreement with MidAmerican Energy Company, and increasing the existing electric franchise fees by an additional 2.0% of the company's gross revenues for all service classes, and amending the city's revenue purpose statement for use of franchise fee revenues. **(2ND READING)**

Explanation :

The current twenty-five year electric franchise agreement with MidAmerican Energy Company was approved and renewed by the City Council in 2011.

At the time of renewal, a significant change was made to the franchise fee amount charged on the company's gross revenues. The change was an increase from 0.2% for all classes to 3.0% for all classes, except industrial, which was increased from 0.2% to 1.5%. The increase in revenues was specifically earmarked for infrastructure improvements as specified in the Iowa Code. The increase in the franchise fee was completed as an alternative to issuing debt paid by property taxes for needed infrastructure improvements. This decision resulted in a lower tax burden for the average property owner in the city.

City Council is now considering an additional 2.0% across the board increase to the existing franchise fee rates and an expansion of the allowable uses for the revenue derived from the franchise fees collected. The 2.0% increase in fees is estimated to generate an additional \$290,000 of revenue and bring the annual revenue for gas and electric franchise fees to \$685,000. The additional revenue would be used in a manner acceptable to the City Council through the currently approved revenue purpose statement, or an amended version of that document. Initial discussions with the City Council during study sessions indicates a desire to use the revenue to offset the impact associated with the recently approved property tax reform legislation by the Iowa Legislature - SF295, and pay for costs to provide public safety services within the community.

The increase in the fees can be accomplished through an amendment to the franchise agreements with MidAmerican Energy Company and procedurally, the City Council is required to hold a public hearing to accept comments from the public on the proposed franchise amendment. Now is the time for the public hearing to consider the ordinance amending the franchise agreement.

13.16.140 [Franchise fee].

There is hereby imposed upon and shall be collected from the retail electric customers of MidAmerican Energy Company receiving service pursuant to the tariff located within the corporate limits of the city and remitted by the company to the city, a franchise fee

from each customer class as set forth below of the gross receipts, minus uncollectable amounts, derived by the company from the delivery and sale of electric energy to customers within the corporate limits of the city;

Residential customers~~3 percent~~ 5 percent
Commercial customers~~3 percent~~ 5 percent
Industrial customers~~1.5 percent~~ 3.5 percent
Public authority customers~~3 percent~~ 5 percent

Budget Consideration:

Additional revenue estimated at \$290,000 to the city's general fund from electric and gas ratepayers in Oskaloosa. The revenue generated from the franchise fee can and will only be used in a manner that is compliant with the legal parameters outlined in the revenue purpose statement and the Code of Iowa.

Attachments :

1. Ordinance
2. Revenue Purpose Statement

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FRANCHISE AGREEMENT WITH MIDAMERICAN ENERGY COMPANY BY STRIKING AND REPLACING PORTIONS OF SECTION 13.16.140 FRANCHISE FEE WITH LANGUAGE REFLECTING A N ADDITIONAL 2% INCREASE TO EXISTING FRANCHISE FEE RATES FOR ELECTRIC .

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

SECTION 1. Section 13.16.140 is amended by striking and replacing certain language as noted below:

13.16.140 [Franchise fee].

There is hereby imposed upon and shall be collected from the retail electric customers of MidAmerican Energy Company receiving service pursuant to the tariff located within the corporate limits of the city and remitted by the company to the city, a franchise fee from each customer class as set forth below of the gross receipts, minus uncollectable amounts, derived by the company from the delivery and sale of electric energy to customers within the corporate limits of the city;

Residential customers ~~3 percent~~ 5 percent
Commercial customers ~~3 percent~~ 5 percent
Industrial customers ~~1.5 percent~~ 3.5 percent
Public authority customers ~~3 percent~~ 5 percent

SECTION 2. WHEN EFFECTIVE. This amendment to the ordinance shall be in effect from and after its final passage, approval, and publication by law.

Passed by the Council the _____ day of _____ 2014,
and approved this _____ day of _____ 2014.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the
_____ day of _____ 2014.

Signed

**REVENUE PURPOSE STATEMENT
FOR THE USE OR EXPENDITURE OF NATURAL GAS AND
ELECTRIC FRANCHISE FEE REVENUES FOR THE CITY OF
OSKALOOSA, IOWA**

Pursuant to the provisions of Section 364.2, subsection (4)(f) of the Code of Iowa, the City of Oskaloosa hereby establishes the following purposes allowed under Iowa Code Section 384.3A, subsection (3)(e),(f),(g), and (i) for which franchise fee revenues from its natural gas and electric franchises with MidAmerican Energy may be used or expended, said purposes which may be narrowed after public hearing: Public safety, including the equipping of fire, police, emergency services, sanitation, street, and civil defense departments; the establishment, construction, reconstruction, repair, equipping, remodeling, and extension of public works, public utilities, and public transportation systems; and the construction, reconstruction, or repair of streets, highways, bridges, sidewalks, pedestrian underpasses and overpasses, street lighting fixtures, and public grounds, and the acquisition of real estate needed for such purposes; and economic development activities and projects.



City Council Communication

Meeting Date: September 2, 2014

Requested By: CITY MANAGER'S OFFICE

Item Title:

Consider an ordinance amending the city's natural gas franchise agreement with MidAmerican Energy Company, and increasing the existing natural gas franchise fees by an additional 2.0% of the company's gross revenues for all service classes, and amending the city's revenue purpose statement for use of franchise fee revenues. **(2ND READING)**

Explanation :

The current twenty-five year natural gas franchise agreement with MidAmerican Energy Company was approved and renewed by the City Council in 2011.

At the time of renewal, a significant change was made to the franchise fee amount charged on the company's gross revenues. The change was an increase from 0.2% for all classes to 3.0% for all classes, except industrial, which was increased from 0.2% to 1.5%. The increase in revenues was specifically earmarked for infrastructure improvements as specified in the Iowa Code. The increase in the franchise fee was completed as an alternative to issuing debt paid by property taxes for needed infrastructure improvements. This decision resulted in a lower tax burden for the average property owner in the city.

City Council is now considering an additional 2.0% increase to the existing franchise fee rates and an expansion of the allowable uses for the revenue derived from the franchise fees collected. The 2.0% increase in fees is estimated to generate an additional \$290,000 of revenue and bring the annual revenue for gas and electric franchise fees to \$685,000. The additional revenue would be used in a manner acceptable to the City Council through the currently approved revenue purpose statement, or an amended version of that document. Initial discussions with the City Council during study sessions indicates a desire to use the revenue to offset the impact associated with the recently approved property tax reform legislation by the Iowa Legislature - SF295, and pay for costs to provide public safety services within the community.

The increase in the fees can be accomplished through an amendment to the franchise agreements with MidAmerican Energy Company and procedurally, the City Council is required to hold a public hearing to accept comments from the public on the proposed franchise amendment. Now is the time for the public hearing to consider the ordinance amending the franchise agreement.

A franchise fee is imposed upon, and shall be collected from, the natural gas customers of the company receiving service pursuant to the tariff and located within the corporate limits of the city. The franchise fee shall be imposed upon the gross receipts, minus uncollectible accounts, derived from the sale of natural gas and distribution service pursuant to the tariff. City imposes the franchise fee upon the following revenue classes:

Residential customers~~3 percent~~ 5 percent
Commercial customers~~3 percent~~ 5 percent
Industrial customers~~1.5 percent~~ 3.5 percent
Public authority customers~~3 percent~~ 5 percent
Transportation customers~~3 percent~~ 5 percent

Budget Consideration:

Additional revenue estimated at \$290,000 to the city's general fund from electric and gas ratepayers in Oskaloosa. The revenue generated from the franchise fee can and will only be used in a manner that is compliant with the legal parameters outlined in the revenue purpose statement and the Code of Iowa.

Attachments :

1. Ordinance
2. Revenue Purpose Statement

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FRANCHISE AGREEMENT WITH MIDAMERICAN ENERGY COMPANY BY STRIKING AND REPLACING PORTIONS OF SECTION 13.1 2.140 FRANCHISE FEE WITH LANGUAGE REFLECTING AN ADDITIONAL 2% ACROSS THE BOARD INCREASE TO EXISTING FRANCHISE FEE RATES FOR NATURAL GAS.

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

SECTION 1. Section 13.12.140 is amended by striking and replacing certain language as noted below:

13.12.140 [Franchise fee].

A franchise fee is imposed upon, and shall be collected from, the natural gas customers of the company receiving service pursuant to the tariff and located within the corporate limits of the city. The franchise fee shall be imposed upon the gross receipts, minus uncollectible accounts, derived from the sale of natural gas and distribution service pursuant to the tariff. City imposes the franchise fee upon the following revenue classes:

Residential customers~~3 percent~~ 5 percent
Commercial customers ~~3 percent~~ 5 percent
Industrial customers~~1.5 percent~~ 3.5 percent
Public authority customers~~3 percent~~ 5 percent
Transportation customers~~3 percent~~ 5 percent

SECTION 2. WHEN EFFECTIVE. This amendment to the ordinance shall be in effect from and after its final passage, approval, and publication by law.

Passed by the Council the _____ day of _____ 2014,
and approved this _____ day of _____ 2014.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the
_____ day of _____ 2014.

Signed

**REVENUE PURPOSE STATEMENT
FOR THE USE OR EXPENDITURE OF NATURAL GAS AND
ELECTRIC FRANCHISE FEE REVENUES FOR THE CITY OF
OSKALOOSA, IOWA**

Pursuant to the provisions of Section 364.2, subsection (4)(f) of the Code of Iowa, the City of Oskaloosa hereby establishes the following purposes allowed under Iowa Code Section 384.3A, subsection (3)(e),(f),(g), and (i) for which franchise fee revenues from its natural gas and electric franchises with MidAmerican Energy may be used or expended, said purposes which may be narrowed after public hearing: Public safety, including the equipping of fire, police, emergency services, sanitation, street, and civil defense departments; the establishment, construction, reconstruction, repair, equipping, remodeling, and extension of public works, public utilities, and public transportation systems; and the construction, reconstruction, or repair of streets, highways, bridges, sidewalks, pedestrian underpasses and overpasses, street lighting fixtures, and public grounds, and the acquisition of real estate needed for such purposes; and economic development activities and projects.



City Council Communication

Meeting Date: September 2, 2014

Requested By: City Manager's Office

Item Title:

Consider an ordinance amending ordinance nos. 576, 1064 and 1106, providing that general property taxes levied and collected each year on all property located within the amended Oskaloosa Urban Renewal Area, in the City of Oskaloosa, County of Mahaska, State of Iowa, by and for the benefit of the State of Iowa, City of Oskaloosa, County of Mahaska, Oskaloosa Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the Amended Oskaloosa Urban Renewal Area (Amendment No. 1 to the Oskaloosa Amended and Restated Urban Renewal Plan. **(2nd Reading)**)

Explanation :

If the City Council has approved the resolution amending the existing urban renewal area, this ordinance change provides the necessary code amendments to collect tax increment revenues from the entire Amendment No. 1 Area to the Amended and Restated Area.

The city must make its request for tax increment revenue to the County on or before December 1st of each year; the incremental taxes are collected during the following fiscal year and are distributed by the County with the regular collection of tax receipts during that year.

For an amendment that adds property, passage of the ordinance included with this item "freezes" the property valuation base for determining incremental tax revenue at the level existing on January 1st of the calendar year preceding the effective date of the ordinance. The date when the City next certifies to the County for tax increment reimbursement starts the clock for certain amendments that have a limit on the number of years that tax increment can be collected.

Budget Consideration:

As noted above, the city must make its request for tax increment revenue to the County on or before December 1st of each year; the incremental taxes are collected during the following fiscal year and are distributed by the County with the regular collection of tax receipts during that year. If the item is not approved,

any required obligations that would have been paid by incremental taxes would need to be paid from another source, presumably the City's General Fund.

Attachments : Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO S. 576, 1064 AND 1106, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED OSKALOOSA URBAN RENEWAL AREA, IN THE CITY OF OSKALOOSA, COUNTY OF MAHASKA, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF OSKALOOSA, COUNTY OF MAHASKA, OSKALOOSA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED OSKALOOSA URBAN RENEWAL AREA (AMENDMENT NO. 1 TO THE OSKALOOSA AMENDED AND RESTATED URBAN RENEWAL PLAN)

WHEREAS, the City Council of the City of Oskaloosa, State of Iowa, has heretofore, in Ordinance Nos. 576, 1064 and 1106, provided for the division of taxes within the Oskaloosa Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, the Oskaloosa Urban Renewal Area is now governed by and described in the Oskaloosa Amended and Restated Plan; and

WHEREAS, additional territory now has been added to the Oskaloosa Urban Renewal Area through the adoption of Amendment No. 1 to the Oskaloosa Amended and Restated Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Oskaloosa Urban Renewal Area, and the continuing needs of redevelopment within the amended Oskaloosa Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Oskaloosa Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OSKALOOSA, STATE OF IOWA, THAT:

Ordinance Numbers 576, 1064 and 1106 are hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

(a) ORIGINAL URBAN RENEWAL AREA

Original Urban Renewal Area shall mean that portion of the City of Oskaloosa, Iowa described in the Urban Renewal Plan for the Oskaloosa Urban Renewal Area approved by Resolution No. 78-14 on February 20, 1978, which Original Project Area includes the entire territory within the corporate boundaries of the City of Oskaloosa, Iowa, as of February 20, 1978;

Ordinance No. 576 adopted November 17, 1980, included the following land in a TIF Ordinance:

All the territory within the corporate boundaries of the City of Oskaloosa.

(b) AMENDMENT NOS. 1, 2, 3, 4 & 5 AREA

NOTE: Amendment Nos. 1, 2, 3, 4, and 5 did not add new property to the Original Urban Renewal Area; however, certain geographic areas that were already within the Original Urban Renewal Area were designated for specific projects in Amendment Nos. 1, 2, 3, 4, and 5.

(c) AMENDMENT NO. 6 AREA

Amendment No. 6 Area shall mean that portion of the City of Oskaloosa, Iowa, described in Amendment No. 6 to the Urban Renewal Plan for the Oskaloosa Urban Renewal Area approved by Resolution No. 92-12-125 on December 23, 1992, which Amendment No. 6 Area includes the lots and parcels located within the area legally described as follows:

Industrial Site A is legally described as the Southeast 1/4 of the Northeast 1/4 and the South 100 feet of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 75 North, Range 15 West of the 5th P.M. in the City of Oskaloosa, Mahaska County, Iowa.

(d) AMENDMENT NO. 7 AREA

Amendment No. 7 Area shall mean that portion of the City of Oskaloosa, Iowa, described in Amendment No. 7 to the Urban Renewal Plan for the Oskaloosa Urban Renewal Area approved by Resolution No. 95-5-49 on May 15, 1995, which Amendment No. 7 Area includes the lots and parcels located within the area legally described as follows:

The Southwest Fractional 1/4 of the Northwest Fractional 1/4; the Southeast 1/4 of the Northwest Fractional 1/4; Lot A of the Southwest 1/4 of the Northeast 1/4;

Lot 2 of the Northwest 1/4 of the Southeast 1/4; the Northeast 1/4 of the Southwest Fractional 1/4; Northwest Fractional 1/4 of the Southwest Fractional 1/4; Lot 1 of the Southeast 1/4 of the Southwest Fractional 1/4; and Lot 1 of the Southwest Fractional 1/4 of the Southwest Fractional 1/4; all in Section 30 - Township 75 North - Range 15 West of the 5th P.M., except the following described tract:

A part of the SE 1/4 of the NW Fractional 1/4; and a part of Lot A of the SW 1/4 of the NE 1/4; all in Section 30 - Township 75 North - Range 15 West of the 5th P.M., Mahaska County, Iowa and more particularly described as follows: Commencing at the NE corner of said SE 1/4 - NW Fractional 1/4; thence South 72.60 feet along the East line thereof; said point also being the NW corner of said Lot A; thence S 56°24'00" E 157.45 feet; thence S 89°53'00" W 131.12 feet to the West line of said Lot A; thence continuing S 89°53'00" W 412.28 feet; thence N 0°12'00" E 160.0 feet to the North line of said SE 1/4 - NW Fractional 1/4; thence N 89°53'00" E 411.64 feet to the point of beginning containing 1.64 acres and subject to the county road along the Easterly side thereof. The East line of said SE 1/4 - NW Fractional 1/4 is assumed to bear due South for purposes of this description.

Also Lot 1 and a part of Lot 2 of the subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 25 - Township 75 North - Range 16 West of the 5th P.M., more particularly described as follows: Commencing at the Northeast corner of said Lot 2; thence South along the section line 1.06 chains to the Northeast corner of said Lot 1; thence West along the North line of said Lot 1 3.16 1/4 chains to the Northwest corner thereof; thence North to the North line of said Lot 2; thence East along said North line 3.16 1/4 chains to the point of beginning.

Note: The following legal description was added by Resolution No. 95-12-105 dated December 4, 1995, as a correction to Resolution No. 95-5-49 dated May 15, 1995.

And more particularly described as follows:

Commencing at the Northwest corner of said Southwest Fractional 1/4 of the Northwest Fractional 1/4 of Section 30; thence South 89°49'50" East 1125.58 feet along the North line thereof; thence North 89°50'41" East 905.55 feet along the North line of said Southeast 1/4 of the Northwest Fractional 1/4, said line being subject to a fence line agreement recorded in Book 1 "Record of Partition Fences" on page 109 in the office of the Mahaska County Recorder; thence South 0°09'41" West 160.00 feet; thence North 89°50'41" East 581.72 feet to the centerline of the existing roadway as presently maintained; thence South 53°45'05" East 633.26 feet along said centerline; thence Southeasterly 238.67 feet along a 229.2 foot radius curve, concave Southwesterly having a chord which bears South 23°55'13" East 228.02 feet tangent to the preceding and following courses; thence South 5°54'39" West 1898.15 feet along the said centerline to the South line of said Lot 2 of the Northwest 1/4 of the Southeast 1/4; thence South 89°47'39" West 571.02 feet along said South line; thence South

0°07'53" East 327.60 feet along the East line of said Lot 1 of the Southeast ¼ of the Southwest Fractional ¼; thence South 89°46'11" West 1223.36 feet along the South line of said Lot 1 of the Southeast ¼ of the Southwest Fractional ¼; thence South 89°55'19" West 1212.58 feet along the South line of Lot 1 of the Southwest Fractional ¼ of the Southwest Fractional ¼; thence North 0°23'32" West 984.52 feet; thence North 0°16'07" West 659.62 feet along the West line of said Lot 1 and the West line of the Northwest Fractional ¼ of the Southwest Fractional ¼ to the Northwest corner thereof; thence South 89°43'47" West 208.73 feet along the said Lot 1 of the Southeast ¼ of the Northeast ¼, Section 25 - Township 75 North - Range 16 West; thence North 0°10'32" West 278.85 feet along the West line of said Lot 1 to the North line of said Lot 2 of said Southeast ¼ of the Northeast ¼; thence North 89°43'47" East 208.73 feet to the Northeast corner of said Lot 2; thence North 0°10'32" West 1043.49 feet along the West line of said Southwest Fractional ¼ of the Northwest Fractional ¼ to the point of beginning, containing 202.11 acres, and subject to the existing public roadway along the Easterly and Southerly sides thereof, also subject to any and all easements of record.

(e) AMENDMENT NO. 8 AREA

Amendment No. 8 Area shall mean that portion of the City of Oskaloosa, Iowa, described in Amendment No. 8 to the Urban Renewal Plan for the Oskaloosa Urban Renewal Area approved by Resolution No. 96-11-80 on November 18, 1996, which Amendment No. 8 Area includes the lots and parcels located within the area legally described as follows:

Beginning at a point seven hundred twenty (720) feet West of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section fourteen (14), Township seventy-five (75), Range sixteen (16) West of the fifth P.M. which is the intersection of the West Corporate Limits of the City of Oskaloosa and the South line of Iowa Highway 92; thence West one thousand nine hundred forty-one and 85/100 (1,941.85) feet to the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section fourteen (14); thence North seven hundred nine and 73/100 (709.73) feet; thence East one thousand seventy-six and 21/100 (1,076.21) feet to the center line of Iowa Highway 163; thence Northwesterly along the center line of Iowa Highway 163 to the intersection of the center line of D Avenue West; thence West along the center line of D Avenue West (County-designated 245th Street) to the West line of said Section Fourteen (14); thence South along the West line of said Section fourteen (14) to the center line of Suffolk Road; thence Easterly along the center line of said Suffolk Road to its intersection with the West Corporate Limits of Oskaloosa on the West property line of Lot 3 of Lot 8 of the Southeast Quarter of the Southwest Quarter of Section fourteen (14); thence North along the West line to the Northwest corner; thence East along the North line of said Lot three (3) of Lot eight (8) one hundred ninety-eight (198) feet to the Southeast corner of Lot nine (9); thence North along the East line of Lot nine (9) to the Northwest corner of Lot three (3) of Lot eight (8); thence East along the North line of said Lot three (3) of Lot eight (8) and the center line of High Avenue West to a point seven hundred twenty (720) feet West

of the East line of said Section fourteen (14); thence North to the point of beginning.

(f) AMENDMENT NO. 9 AREA

Amendment No. 9 Area shall mean that portion of the City of Oskaloosa, Iowa described in Amendment No. 9 to the Urban Renewal Plan for the Oskaloosa Urban Renewal Area approved by Ordinance No. 1064 on November 15, 1999, which Amendment No. 9 Area includes the lots and parcels located within the area legally described as follows:

All that part of the Southwest Quarter of Section 21, and all that part of the West three-fourths of the Northwest Quarter of Section 28, all in Township 75 North, Range 15 West of the 5th P.M., Mahaska County, Iowa which lies Southwest of the centerline of the 265th Street (formerly Burlington Road) Excepting there from the tract of land described as follows: Commencing at the NW corner of said Section 28; thence N 88 ° 46' 00" E 739.67 feet along the north line thereof to the Point of Beginning; said point also being on the westerly line of the tract of land described and recorded in Deed Book 278 at page 303 Mahaska County Records; thence N 9° 45' 10" E 209.29 feet to the NW corner of said tract and the centerline of 265th Street (formerly Burlington Road); thence S 70° 40' 50" E 588.59 feet along said centerline to the north line of said Section 28; thence S 70° 23' 20" E 692.10 feet along said centerline to the east line of the west 3/4 of the NW 1/4 of said Section 28; thence S 1° 00' 00" E 275.54 feet along said east line; thence N 77° 20' 10" W 1315.84 feet; thence N 9° 45' 10" E 209.83 feet to the point of beginning. The above tract contains in all 116 acres more or less.

and

The East one-half of the Southwest Quarter of Section 28, Township 75 North, Range 15 West of the 5th P.M., Mahaska County, Iowa, excepting therefrom the Former Chicago and Northwestern Railroad right-of-way through the southern portion of said tract.

and

A part of the North Half of the Northwest Quarter of the Northeast Quarter, all in Section 33, Township 75 North, Range 15 West of the 5th P.M. in Mahaska County, Iowa more particularly described as follows:

Beginning at the Southeast corner of said NW¹/₄- NE¹/₄; thence N 00° 00' 43" E along the East line of said NW¹/₄- NE¹/₄ a distance of 316.25 feet to the Southerly right-of-way line of the abandoned Chicago and Northwestern Railroad; thence N 59° 22' 46" W along said South right-of-way line a distance of 1953.44 feet to the North line of said North Half of the NW¹/₄; thence S 89° 39' 57" W along said

North line a distance of 959.55 feet to the Northeast corner of the NE¼- NW¼; thence continuing S 89° 39' 57" W along said North line a distance of 545.05 feet to the Northerly right-of-way line of Iowa Highway No. 23, formerly U.S. Highway 63; thence S 48° 28' 56" E along said Northerly right-of-way line a distance of 1979.51 feet to the South line of said North ½ of the NW¼; thence N 89° 41' 20" E along said South line a distance of 382.76 feet to the Southeast corner thereof; thence N 89° 40' 31" E along the south line of said NW¼- NE¼ a distance of 1320.84 feet to the Point of beginning containing 54.74 acres, and subject to any and all easements or restrictions recorded or non-recorded. The West line of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) Section 33 is assumed to bear North 0° 00' 00" East for the purposes of this description;

and

Commencing at the Northwest corner of the Northwest Quarter-Southeast Quarter Section 29, Township 75 North, Range 15 West of the Fifth P.M.; thence East 434.9 feet to the North R.O.W. line of Highway 63; thence South 48°39' East along said North R.O.W. line 1185.6 feet to the East line of the Northwest Quarter-Southeast Quarter Section 29, Township 75 North, Range 15 West of the Fifth P.M. the point of beginning; thence South 48°39' East along said North R.O.W. Line 628'; thence North 41°21' East 369.1 feet to the South line of the Chicago and Northwestern Railroad R.O.W.; thence North 59°31' West along said South R.O.W. line 831 feet to the East line of the Northwest Quarter-Southeast Quarter Section 29, Township 75 North, Range 15 West of the Fifth P.M.; thence South 0°15' East along said East line of said Northwest Quarter-Southeast Quarter 283.3 feet to the point of beginning. Containing 4.98 acres more or less. (The North line of the Northwest Quarter-Southeast Quarter Section 29, Township 75 North, Range 15 West is assumed due East and West). Also a strip of land 50 feet in width extending over and across part of the Northeast Quarter of the Southeast Quarter of Section 29, Township 79 North, Range 15 West of the Fifth P.M., said strip of land being 25 feet in width on each side of the center line of the main track (now removed) of the Chicago Burlington and Pacific Railroad Company (later the Iowa Central Railway Company, the Minneapolis & St. Louis Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across Section 29, except from a line drawn at right angles to said center line at a point thereon distant 133 feet Northwesterly from its intersection with the East line of said Section 29 to a line drawn at right angles to said center line Northwesterly 492.5 feet.

(g) AMENDMENT NO. 10 AREA

Amendment No. 10 Area shall mean that portion of the City of Oskaloosa, Iowa described in Amendment No. 10 to the Urban Renewal Plan for the Oskaloosa Urban Renewal Area approved by Resolution No. 01-4-29 on April 2, 2001, which Amendment No. 10 Area includes the lots and parcels located within the area legally described as follows:

Commencing at the Southeast corner of Section Twenty-nine, Township Seventy-five, Range Fifteen, thence North 690.35 feet to the North right of way line of Highway 23, thence North 48 degrees 21' West 657.64 feet to the point of beginning, thence North 48 degrees 21' West 483.67 feet to a point that is 628 feet Southeasterly from the West line of the Northeast Quarter of the Southeast Quarter of said Section Twenty-nine, as measured along the North right-of-way line of Highway 23, thence North 41 degrees, 39' East 369.10 feet to the South right-of-way line of the Chicago, North Western Railroad, thence South 59 degrees 13' East 492.50 feet along said Southerly right-of-way line, thence South 41 degrees 39' West 462.15 feet to the point of beginning.

and

The Northeast Quarter of the southeast Quarter of Section 29, Township 75, Range 15, lying north of the Chicago, Northwestern Railway Company right-of-way, all in Mahaska County, Iowa.

and

Commencing at the Southeast corner of Section 29, Township 75, Range 15, thence North 690.35' to the North Right-of-way line of Highway 23, thence North 48 degrees 21' West 657.64', thence North 41 degrees 38' East 462.15' to the point of beginning, thence North 59 degrees 13' West 492.5' along the south right-of-way line of the Chicago, North Western Railroad, thence North 41 degrees 39' East 25' to the centerline of the Chicago North Western Railroad right-of-way, thence South 59 degrees 13' East 492.5' along said centerline, thence South 41 degrees 39' West 25' to the point of beginning; and also the northern half (25') of the Chicago North Western Railroad right-of-way lying within the Northeast Quarter of the Southeast Quarter of Section 29, Township 75, Range 15 West of the 5th P.M. in Mahaska County, Iowa.

(h) Amendment No. 1 Area to the Oskaloosa Amended and Restated Urban Renewal Plan shall mean that portion of the City of Oskaloosa, Iowa described in Amendment No. 1 to the Oskaloosa Amended and Restated Urban Renewal Plan for the Oskaloosa Urban Renewal Area approved by Resolution _____ on _____ which Amendment No. 1 Area includes the lots and parcels located within the area legally described as follows:

Amendment #1 Area to the Amended and Restated Plan shall include the lots and parcels located within the area legally described as follows:

Beginning at the Northwest corner of Section 29, Township 75 North, Range 15 West of the 5th P. M. in Mahaska County, Iowa; thence East along the South line of Section 20 to the West line of the SE ¼ of the SE ¼ of Section 20, which is the East Corporate

Limits of the City of University Park; thence North along said line to the South right-of-way line of Burlington Road; thence Southeast along said line to the East line of Section 20; thence South along said line to a point 100 feet North of the Southeast corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29; thence West to a point 100 feet North of the Southwest corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29; thence South to the North right-of-way line of Iowa Highway 23; thence Northwest along said line to the West line of the NE $\frac{1}{4}$ of Section 29; thence South along said line to the Northwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29; thence West to the Southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29; thence North to the Southeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29; thence West 659.8 feet; thence North to the South right-of-way line of Iowa Highway 23; thence Northwest along said line to a point 200 feet South of the North line of Section 29; thence West along a line parallel to and 200 feet normally distant from the North line of Section 29 to the West line of Section 29; thence North 200 feet to the point of beginning;

EXCEPT

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29; and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29 North of the RR right-of-way and South of the North 15 acres of said section.

(i) Amended Area shall mean that portion of the City of Oskaloosa, State of Iowa, included within the Original Area, Amendment No. 6 Area, Amendment No. 7 Area, Amendment No. 8 Area, Amendment No. 9 Area, Amendment No. 10 Area and the Amendment No. 1 Area to the Oskaloosa Amended and Restated Urban Renewal Plan, which Amended Area includes the lots and parcels located within the area legally described in subparagraphs (a)-(h) above.

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Mahaska, Iowa, Oskaloosa Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3: As to the Original Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Original Area upon the total sum of the assessed value of the taxable property in the Original Area as shown on the assessment roll as of January 1, 1979, being the first day of the calendar year preceding the effective date of Ordinance No. 576, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base

period taxes" for such area.

As to Amendment No. 6 Area, Amendment No. 7 Area, Amendment No. 8 Area, Amendment No. 9 Area, and Amendment No. 10 Area, base period taxes shall be computed pursuant to Iowa Code Section 403.19.

As to the Amendment No. 1 to the Oskaloosa Amended and Restated Urban Renewal Plan, base period taxes shall be computed using the total assessed value shown on the assessment roll as of January 1, 2013, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of this Ordinance.

Section 3. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Oskaloosa, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Oskaloosa, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Amended Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and **equipment levy of a school district imposed pursuant to Iowa Code Section 298.2** and taxes for the instructional support program of a school district imposed pursuant to Iowa **Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2))**; (ii) taxes for the payment of bonds and interest of each taxing **district**; (iii) **taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings**; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Oskaloosa, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Original Area, Amendment No. 6 Area, Amendment No. 7 Area, Amendment No. 8 Area,

Amendment No. 9 Area, and Amendment No. 10 Area under the provisions of Section 403.19 of the Code of Iowa, as authorized in Ordinance Nos. 576, 1064 and 1106, and to fully implement the provisions of Section 403.19 of the Code of Iowa with respect to the division of taxes from property within the Amendment No. 1 Area to the Oskaloosa Amended and Restated Urban Renewal Plan as described above. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Area to the maximum period of time allowed by Section 403.19 of the Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Amended Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2014

Read Second Time: _____, 2014

Read Third Time: _____, 2014

PASSED AND APPROVED: _____, 2014.

I, _____, City Clerk of the City of Oskaloosa, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2014, signed by the Mayor on _____, 2014, and published in the "The Oskaloosa Herald" on _____, 2014.

City Clerk, City of Oskaloosa, State of Iowa

(SEAL)

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City Council
Communication

Meeting Date: September 2, 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: September 2, 2014

Requested By: Mayor & City Council

Item Title: City Council Information

Explanation :

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

Budget Consideration:

Not applicable, report(s) only.

Attachments :

Council Report 0, Council Report 1