



**City of Oskaloosa
City Council Meeting Regular Session
Council Chambers
City Hall, 220 S. Market Street
Oskaloosa IA, 52577
Agenda
September 15, 2014**

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

1. Invocation: Mayor David Krutzfeldt

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: [20140915 AGENDA ITEMS 1-3.DOCX](#)

4. Swear in new police officer Brandon Blanchard.

Who is submitting this Police Department item.

Documents: [20140915 ITEM SWEAR IN BRANDON BLANCHARD.DOCX](#)

5. 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: [20140915 AGENDA ITEM COMMUNITY COMMENTS.DOCX](#)

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

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

Documents: [CONSENT AGENDA SUMMARY.DOCX](#), [20140915 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. September 2, 2014 Regular City Council Meeting Minutes
September 15, 2014 Agenda

Documents: [CITY COUNCIL MINUTES SEPTEMBER 2, 2014.DOCX](#)

B. Receive and file minutes of Boards and Commissions

Any recommendations contained in minutes become effective only upon separate Council action.

1. August 25, 2014 Library Board of Trustees Minutes
2. September 4, 2014 Housing Trust Fund Committee Minutes
3. September 8, 2014 Planning and Zoning Commission Minutes

Documents: [AUG 2014 LIB MINUTES.DOC](#), [SEPTEMBER 2014 OHTF MINUTES.DOCX](#), [20140908 PZ MINUTES.DOCX](#)

C. Consider appointments to the Planning and Zoning Commission.

Who is submitting this City Manager Department
item.

Documents: [20140915 ITEM - P AND Z APPOINTMENTS.DOCX](#), [20140915 PZ APPLICATIONS.PDF](#)

D. Consider appointment to the Water Board.

Who is submitting this City Manager Department
item.

Documents: [ITEM - WATER BOARD APPOINTMENT.DOCX](#), [WATER BOARD APPLICATION.PDF](#)

E. Consider approval of a renewal application for a Class C Beer Permit with Wine from Casey's Marketing Company dba Casey's General Store #3214, 413 A Avenue West.

Who is submitting this City Clerk/Finance Department
item.

Documents: [CITY COMM-CASEYS MARKETING COMPANY 3214.DOCX](#)

F. Consider approval of a renewal application for a Class E Liquor License with Carryout Beer and Wine from Casey's Marketing Company dba Casey's General Store #3215, 901 South Market Street.

Who is submitting this City Clerk/Finance Department
item.

Documents: [CITY COMM-CASEYS MARKETING COMPANY 3215.DOCX](#)

G. Consider approval of an application for a Class C Liquor License from Thelma Saxton, dba Cater 2 U, 615 North I Street.

Who is submitting this City Clerk/Finance Department
item.

Documents: [CITY COMM-CATER 2 U.DOCX](#)

H. **Consider a motion to receive and file financial reports for August 2014.**

Who is submitting this City Clerk/Finance Department item.

Documents: [CITY COMM-FINANCIAL REPORTS.DOC](#), [TREASURERS REPORT AUGUST 2014.PDF](#)

I. **Consider a resolution scheduling a public hearing for October 20, 2014 to consider levying a special assessment against private property for weed cutting by the city in accordance with section 8.20 of the city code of the City of Oskaloosa, Iowa, and directing notice to the owners of the property to be assessed.**

Who is submitting this City Clerk/Finance Department item.

Documents: [ITEM - SCHEDULE WEED PUBLIC HEARING.DOCX](#), [RESOLUTION NO PH WEEDS JULY 2014.PDF](#), [EXHIBIT A WEED PH.PDF](#)

J. **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). (3RD READING)**

Who is submitting this City Manager item.

Documents: [20140915 - ITEM IMPLEMENTING COLLECTION OF TAX INCREMENT REVENUE.DOCX](#), [20140818 - ORDINANCE TO COLLECT TAX INCREMENT REVENUES IN OSKALOOSA AMENDED AND RESTATED URBAN RENEWAL AREA.DOCX](#)

K. ----- **END OF CONSENT AGENDA** -----

7. Regular Agenda

Documents: [20140915 AGENDA ITEM - REGULAR ACTION ITEMS.DOCX](#)

A. **Consider a site plan for the properties referred to as “The Reserves at Ironwood” located at 1302 and 1320 High Avenue West.**

Who is submitting this Public Works Director item.

Documents: [20140915 - ITEM THE RESERVES AT IRONWOOD SITE PLAN.DOCX](#), [FINAL SET.PDF](#), [IRONWOOD SITE PLAN APPLICATION.PDF](#)

- B. Consider a resolution approving and authorizing execution of a Development Agreement by and between the city of Oskaloosa and Ironwood Partners, LLC (PUBLIC HEARING)**

Who is submitting this City Manager
item.

Documents: [20140915 - THE RESERVES AT IRONWOOD DEVELOPMENT AGREEMENT.DOCX](#), [20140915 - IRONWOOD DA RESOLUTION.DOCX](#), [IRONWOOD DEVELOPMENT AGREEMENT - THE RESERVES AT IRONWOOD 2014.DOCX](#)

- C. Consider a resolution recognizing City Week Iowa, October 6 - 10, 2014 and encouraging all citizens to support the celebration and corresponding activities.**

Who is submitting this City Manager Department
item.

Documents: [20140915 ITEM - RESOLUTION RE CITY WEEK IOWA.DOCX](#), [CITY WEEK IOWA RESOLUTION.DOCX](#)

- D. 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 – 2nd reading.**

Who is submitting this Public Works Director
item.

Documents: [20140915 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](#)

- 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. (3RD READING)**

Who is submitting this City Manager
item.

Documents: [ELECTRIC FRANCHISE.DOCX](#), [20140818 - FRANCHISE FEE AMENDMENT ELECTRIC.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. (3RD READING)**

Who is submitting this City Manager
item.

Documents: [NATURAL GAS FRANCHISE.DOCX](#), [20140818 FRANCHISE FEE AMENDMENT NATURAL GAS.DOCX](#)

8. Report on Items from City Staff.

- a) City Manager.
 - i. Report on Council committee meeting regarding discussion of sidewalks.
- 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: [20140915 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: [20140915 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 15, 2014

Requested By: Mayor & City Council

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

1. Invocation: Mayor David Krutzfeldt
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 15, 2014

Requested By: Mayor & City Council

Item Title:

Swear in new police officer Brandon Blanchard.

Explanation :

The Police Department has completed the necessary work to fill their **vacancy**. Brandon Blanchard is the newest Oskaloosa Police **Officer**. In the fall of 2012 Brandon became the first William Penn intern to work for the Police Department. Brandon was hired as the Community Service Officer in November of 2013 and began his position as a Police Officer in September of 2014.

Brandon is a native of St. Louis, Missouri. He graduated from William Penn University with a bachelor's degree in sociology. Brandon was on the wrestling squad for four years at William Penn University. He is a volunteer at William Penn and at community youth wrestling camps.

Recommended action: Administer the oath of office to Oskaloosa Police Officer Brandon Blanchard.

Budget Consideration:

Not applicable.

Attachments :

None.



City Council Communication

Meeting Date: September 15, 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 appointments to the Planning and Zoning Commission.**
- Item D. Consider appointment to the Water Board.**
- Item E. Consider approval of a renewal application for a Class C Beer Permit with Wine from Casey's Marketing Company dba Casey's General Store #3214, 413 A Avenue West.**
 - No complaints received.
- Item F. Consider approval of a renewal application for a Class E Liquor License with Carryout Beer and Wine from Casey's Marketing Company dba Casey's General Store #3215, 901 South Market Street.**
 - No complaints received.
- Item G. Consider approval of an application for a Class C Liquor License from Thelma Saxton, dba Cater 2 U, 615 North I Street.**
 - No complaints received.
- Item H. Consider a motion to receive and file financial reports for August 2014.**
- Item I. Consider a resolution scheduling a public hearing for October 20, 2014 to consider levying a special assessment against private property for weed cutting by the city in accordance with section 8.20 of the city code of the City of Oskaloosa, Iowa, and directing notice to the owners of the property to be assessed.**

Item J. 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. (3rd reading)



City Council Communication

Meeting Date: September 15, 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. September 2, 2014 City Council Regular Meeting Minutes
 - 2. September 15, 2014 Agenda

- B. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - 1. August 25, 2014 Library Board of Trustees Minutes
 - 2. September 4, 2014 Housing Trust Fund Committee Minutes
 - 3. September 8, 2014 Planning and Zoning Commission Minutes

Budget Consideration:

Not applicable.

Attachments :

September 2, 2014 City Council Regular Meeting Minutes
August 25, 2014 Library Board of Trustees Minutes
September 4, 2014 Housing Trust Fund Committee Minutes
September 8, 2014 Planning and Zoning Commission Minutes

OSKALOOSA CITY COUNCIL
REGULAR MEETING
September 2, 2014

The Oskaloosa City Council met in regular session on Tuesday, September 2, 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.

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

1. August 18, 2014 Regular City Council Meeting Minutes
2. September 2, 2014 Agenda
3. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - a. July 28, 2014 Library Board Minutes
 - b. August 6, 2014 Civil Service Commission Minutes
 - c. August 1, 2014 Airport Commission Minutes
 - d. August 26, 2014 Board of Adjustment Minutes
4. Application for a Class B Beer Permit from Danlee Corp. dba Jiffy, 315 A Avenue East
5. Payment of claims for August 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 said motion approved.

Caligiuri introduced Resolution No. 14-09-72 entitled "RESOLUTION APPROVING THE OFFICIAL 2014 FISCAL YEAR STREET FINANCE REPORT" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

It was moved by Caligiuri, seconded by Ver Steeg, to approve the request from the Oskaloosa High School Student Council to use 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 for the Oskaloosa High School Homecoming Parade on Thursday, September 25, 2014 at 6:30 p.m., with line-up at 5:30 p.m. The roll was called and the votes was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Caligiuri, seconded by Ver Steeg, to appoint Pamela Blomgren to the Planning and Zoning Commission to fill an unexpired term that ends June 30, 2017, and appoint Andrew Jensen to the Planning and Zoning Commission to fill an unexpired term that ends June 30, 2015. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Caligiuri introduced Resolution No. 14-09-73 entitled "RESOLUTION APPROVING THE DISPOSAL OF SURPLUS CITY-OWNED EQUIPMENT" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 14-09-74 entitled "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" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 14-09-75 entitled "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” and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

The Mayor announced there were vacancies on the Building Code Board of Appeals, the Planning and Zoning Commission, the Board of Adjustment, the Water Board and the Mahaska County Solid Waste Commission and Ad Hoc Recycling Committee.

The Mayor announced this was the time and place for the public hearing to consider levying a special assessment against private property for city cleanup of property and citizens would now have the opportunity to comment. The City Manager stated the charges on the property were paid prior to meeting. The Mayor declared said hearing closed. No action was taken.

The Mayor announced this was the time and place for the public hearing on levying a special assessment against private property for cutting and removal of weeds and citizens would now have the opportunity to comment. There were no written or oral comments received. The Mayor declared said hearing closed.

Jimenez introduced Resolution No. 14-09-76 entitled “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” 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.

The Mayor announced this was the time and place for the public hearing on the vacation and sale of the north-south and the east-west public alley adjacent to 701 High Avenue West. There were no writing or oral comments received. The Mayor declared said hearing closed.

Caligiuri introduced “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” and moved its approval on the first reading. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

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

The Mayor announced this was the time and place for the public hearing on the vacation and sale of the east-west public alley adjacent to 701 2nd Avenue East. Ginny Foster, property owner of 707 and 709 2nd Avenue East and Mike Christensen, property owner of 702 1st Avenue East, commented. There were no written comments received. The Mayor declared said hearing closed.

Action on an ordinance vacating the east-west public alley adjacent to 701 2nd Avenue East died for lack of a motion.

Ver Steeg 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 second reading. Yates seconded the motion. The roll was called and the vote was:

AYES: Caligiuri, Jimenez, Moore, Ver Steeg, and Yates

NAYS: Van Zetten and Walling

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

Caligiuri 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 second reading. Moore seconded the motion. The roll was called and the vote was:

AYES: Caligiuri, Jimenez, Moore, Ver Steeg and Yates

NAYS: Van Zetten and Walling

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

Jimenez 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 second reading. Moore 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 second reading.

It was moved by Jimenez, seconded by Ver Steeg that the meeting adjourn. Motion was carried unanimously. The meeting adjourned at 6:37 p.m.

David Krutzfeldt, Mayor

ATTEST:

Pamela Nimitz, Deputy City Clerk

MINUTES

OSKALOOSA PUBLIC LIBRARY BOARD OF TRUSTEES

MONDAY – AUGUST 25, 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 Ken Allsup, Chris Harbour, Candace Slobe, and Mike Sytsma present. Also present was Library Director William Ottens.

Bishop welcomed Ken Allsup, newly appointed Library Board member.

Minutes: Bishop made a correction to the minutes. Under Unfinished Business: 3M Self-check Machine, it should read *At the June meeting*, instead of *At the August meeting*. Bishop called for a motion to approve the minutes of the July 28, 2014, Board meeting with the correction. Motion was made by Harbour, seconded by Slobe, to approve the minutes of the July 28, 2014, Board meeting with the correction. 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 said that after candidate interviews, he offered the page position to Staci Spoelstra. Her first day of training is Monday, August 25. William said that he has not heard anything further on the previous page and her termination.

Programs and Events Update: Kilie has transitioned in fall programming. She is offering a craft club, LEGO club, drama club, and book club to K-5th graders. She will be starting a Harry Potter roleplaying group. Preschool story times will take place Tuesday through Friday mornings again.

Teen programming will continue with Dungeons and Dragons back on Saturdays. The Teen Advisory Board is now working on their Annual Cemetery Walk, which will take place at Forest Cemetery on Sunday, October 5 at 3:00 p.m.

Mahaska Reads will kick off on September 15 with Mahaska Book Night, when copies of the book *Twelve Years a Slave* will be handed out around the community. The free copies of the book are compliments of the Library Foundation. William handed out a brochure to the Board and highlighted some of the activities that will be held in conjunction with the book.

Boiler Pipe Leak Update: William has confirmed with Mike C. that the wrapping of the pipes from Baker's Group correction of the boiler piping leak needs to be coordinated by us and will be done by a separate contractor. We are still waiting for a confirmation from Baker Group that it is okay to do the wrapping.

Board of Trustee's Library Policy Manuals: William gave the Board a notebook, which contained information on the responsibilities of Board members, profiles of staff, library policies, and a glossary of library terminology.

Committee Reports:

Staff Committee – Jane Ireland, chair: None.

Budget & Finance Committee – Judy Bishop, chair: The Committee met. William said that City Manager Michael Schrock has asked all department heads to look at their current year's budget and create a plan to cut 2.5% and 5% from the budget. Due to changes in the State property tax laws, cities are expecting a decrease in state funding. William presented to the committee a plan of possible line items that could be cut.

Policy & Planning Committee – Candace Slobe, chair: None

Technology Committee – Kathy Rothfus, chair: None

Building & Grounds – Michael Collins, chair: The committee met and discussed the Baker Group invoice. The item will be under Unfinished Business.

Unfinished Business:

Boiler Piping Leak Invoice: William said that he had met with the committee concerning the Baker Group invoice that billed the library for 5 hours of labor. He said that the committee recommended paying the invoice, but to continue to watch future invoices. Motion was made by Harbour, seconded by Slobe, to approve payment of the Baker Group invoice. After discussion, the motion passed with one dissenting vote.

New Business:

EBSCOhost Database Subscription Fee: William asked for a motion to approve the payment of the EBSCOhost Database subscription fee to come from the General Fund. Motion was made by Allsup, seconded by Sytsma, to approve payment of the EBSCOhost Database subscription fee to come from the General Fund. Motion passed.

Naviant Maintenance Agreement for Microfilm Scanners: William asked for a motion to approve payment of the renewal of the Naviant Maintenance Agreement for the Microfilm scanners to come from the General Fund. Motion was made by Allsup, seconded by Harbour, to approve payment of the renewal of the Naviant Maintenance Agreement for the Microfilm scanners to come from the General Fund. After discussion, Bishop called for the question. The motion failed. The Board asked William to get additional information about what services the maintenance contract covers.

Staff Training Day: William asked the Board for permission to open the library at 12:00 p.m. on Wednesday, October 15th for staff training. Several of the staff's certifications have expired. Motion was made by Sytsma, seconded by Allsup, to approve opening the library at 12:00 p.m. on Wednesday, October 15th for staff training. Motion passed.

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

President's Remarks: None

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

The next regular meeting will be on Monday, September 22, 2014, at 4:00 p.m. in the library meeting room.

Respectfully submitted,

Susan Hasso
Library Administrative Assistant
for the Board

OSKALOOSA HOUSING TRUST FUND COMMITTEE MINUTES

Thursday, September 4, 2014 - 12:00 Noon

City Hall Conference Room

The committee meeting was called to order by Chair Dalbey at 12:05 p.m. with the following members present: Dan Adams, Joe Caligiuri, Kandes Dalbey, Valinn McReynolds, Noel C. Stahle and Carri Vande Ree. Members absent: Randell Davis, Kathie Dykstra, Bernice Hahn, Dave Polkowske and Leon McCullough. Also present: Amy Miller, City Clerk; Wyatt Russell, Building Official; and Marilyn Johannes.

It was moved by Stahle, seconded by Caligiuri to approve the July 3, 2014 Housing Trust Fund Committee Minutes. Motion carried unanimously.

The committee discussed the request for a demolition grant from Robert Miller for a house located at 1105 North 4th Street. Amy Miller pointed out the structure to be demolished is in below normal condition and the housing trust fund plan says demolition loans apply to dilapidated structures. Dalbey said other structures in poor condition have been demolished using demolition grant funds. It was moved by McReynolds, seconded by Caligiuri to approve demolition grant funds up to \$4,000 for demolition of the structure located at 1105 North 4th Street. Motion carried unanimously.

Adams explained the reason for the request for potential subordination of a 1st Time Home Buyer loan. Adams explained the borrower would like to reduce the interest rate and pay the loan off sooner by refinancing a 30 year loan to a 15 year loan which would increase the payment by \$62/month. Adams indicated he does not know if the borrower qualifies for the refinancing but the borrower indicated her income has increased and there is additional household income because she is married now. Miller asked that the address of the buyer be provided and included in the minutes so if the matter comes up in the future it can be backed up by the minutes of this meeting. It was moved by Stahle, seconded by Vande Ree to approve the subordination request if refinancing is approved. Motion carried with all ayes except Adams who abstained. (Adams provided the name and address of the property by email after the meeting which is 815 C Ave E - for Natalie Hull.)

It was moved by Caligiuri, seconded by McReynolds to approve the July and August claims lists for payment. Motion carried with all ayes except Dalbey and Adams who abstained.

Miller reviewed the accounting report with the committee.

Miller and Russell asked the committee if they would be interested in developing a program to demolish dilapidated properties. Russell said he and Fire Department personnel handle dilapidated structures under Title 15 of the Oskaloosa Municipal Code. He sends a notice to the property owner for abatement of the nuisance and if not rectified within a certain period of time, the city can take civil action. Russell indicated there are at least 10 homes in Oskaloosa that have been condemned that would cost approximately \$10,000 a piece to demolish. He said most of the property owners have walked away from the properties. Russell said the city mows grass and cleans up trash at the properties and assesses the costs to the owners of the property through taxes. Russell said the city can demolish condemned homes and assess the costs to the property. Caligiuri pointed out that some of the properties belong to a bank if the owner walked away.

Miller said if the Oskaloosa Housing Trust Fund would finance the city demolishing a few homes a year, any money paid back through taxes would go back to the trust. Miller believes there is a 10 year repayment period. The committee asked Russell to provide more information to the committee at the next committee meeting including a list of the properties, owner information, and pictures of the properties. Miller asked Dalbey if the regional housing agency would be interested in assisting with cleanup of the properties. Dalbey said she would follow up.

The meeting adjourned at 12:35 p.m.

Minutes by Marilyn Johannes

CITY OF OSKALOOSA
PLANNING & ZONING COMMISSION
REGULAR MEETING MINUTES
September 8, 2014

A regularly-scheduled meeting of the Planning and Zoning (P&Z) Commission for the City of Oskaloosa was called to order at 4:30 p.m. on Monday, September 8, 2014, by Nathan Willey, at 220 South Market Street, Oskaloosa, Iowa.

COMMISSION MEMBERS PRESENT: Holden Barnhart, Pamela Blomgren, Wyndell Campbell, Andrew Jensen and R. D. Keep. COMMISSION MEMBERS ABSENT: None. CITY STAFF PRESENT: Nathan Willey, Wyatt Russell and Marilyn Johannes. OTHERS PRESENT: Chad Coon, Matthew Schlicht, Ken Allsup (at 4:35 p.m.) and Tom Walling (at 4:37 p.m.).

Willey had attendees introduce themselves for the benefit of new members Pamela Blomgren and Andrew Jensen.

Minutes from the August 11, 2014 Planning and Zoning Commission meeting.

It was moved by Campbell, seconded by Keep to approve the August 11, 2014 Planning and Zoning Commission minutes. (Barnhart had abstained because he was absent at the August 11 meeting, but Blomgren explained it is acceptable for everyone to approve the minutes if those in attendance at the meeting approve them.) The vote was: YES - Barnhart, Blomgren, Campbell, Keep and Jensen. No - none. Motion carried.

Consider a site plan for the properties referred to as "The Reserves at Ironwood" located at 1302 and 1320 High Avenue West.

Willey gave an overview of the site plan and explained the additional stipulations recommended with approval of the site plan. Willey said since the agenda was prepared staff had met with Chad Coon, Water Department General Manager, regarding the water main connection. Coon explained that for adequate water flow for fire protection an 8" water main is needed. He said there are two options: one to connect to the 8" main behind the Crystal Heights property and one is to connect to the 12" main on 2nd Avenue West through the property owned by MidAmerican Energy which would require easements from MidAmerican Energy. Coon explained the main from the MidAmerican property is preferred from a cash standpoint because it is shorter which makes it more economical. Matthew Schlicht, from Engineering Solutions, said there will be fire hydrants on site. Schlicht also stated he was willing to comply with the stipulations including landscaping to put up an adequate barrier where needed.

Jensen asked about storm water runoff. Willey said only concern was the northwest corner where a retaining wall is needed at the far west edge, and water will drain into the creek as it does currently. Willey does not believe there would be more runoff than there is now. Willey noted the owner of the property will have to maintain the slope.

Campbell asked if there had been any feedback from adjoining property owners. Willey said none at this time and noted there will be a posting on the property of the upcoming council public hearing. Campbell and Keep were concerned about the increased traffic flow. Willey said if need to staff will re-evaluate the 4-way intersection at High Avenue West and North L Street. Jensen asked if city could approve choice of trees and shrubs used for

landscaping. Russell said trees in right-of-way yes but on private property there are no restrictions.

Barnhart asked about openings between building B and C. Schlicht said there are openings to central corridor and four units use single set of doors. Campbell said need to look at sidewalk on northeast corner. Blomgren agreed. Russell determined the required minimum side yard setback is 13 feet. Schlicht said they are willing to shift the buildings. Jensen asked if need to add stipulation regarding side yard setback to his motion. Blomgren said yes.

Campbell was concerned about possible public reaction regarding the site plan at the city council meeting public hearing. Blomgren said main concern should be that the commission follows the code in regard to the site plan because there is no way to determine public outcry.

It was moved by Jensen, seconded by Blomgren to approve the site plan for the properties referred to as "The Reserves at Ironwood" at 1302 and 1320 High Avenue West with an addition to stipulation No. 1 that the additional 8" water main must either be constructed to connect to the 12" main on 2nd Avenue West through the property owned by MidAmerican Energy or along High Avenue West from where the 8" water main ends near Crystal Heights Care Center; and add the stipulation that the east wall of building B must be at least 13 feet from the property line. The vote was: YES - Barnhart, Blomgren, Campbell, Jensen and Keep. No - none. Motion carried.

The meeting adjourned at 5:12 PM.

Minutes by Marilyn Johannes



City Council
Communication

Meeting Date: September 15, 2014

Requested By: CITY COUNCIL

Item Title: CONSENT AGENDA

Consider appointments to the Planning and Zoning Commission.

Explanation :

There are two vacancies on the Planning and Zoning Commission for unexpired terms: one that ends April 30, 2015; and one that ends April 30, 2017. This is a seven member commission that typically meets the second Monday of the month as needed. Currently four males and one female serve on the commission with two vacancies. Applications for appointment have been received from Dawn Collins and Sarah Tarbell. No other applications have been received as of this writing. Appointments to the Planning and Zoning Commission are made by the City Council.

At the September 15, 2014 city council meeting Mayor Krutzfeldt is recommending that Dawn Collins be appointed to fill the unexpired term that ends June 30, 2017 and Sarah Tarbell 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 Dawn Collins and Sarah Tarbell.

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

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:* 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: 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 15, 2014

Requested By: Mayor & City Council

Item Title: CONSENT AGENDA

Consider appointment to the Water Board.

Explanation :

There is one vacancy on the Water Board 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. Currently two males serve on the board with one vacancy. An application for appointment has been received from Michael Vore. No other applications have been received as of this writing. Appointments to the Water Board are made by the Mayor with City Council approval.

Recommended Action: Consider appointment of Michael Vore to the Water Board to fill an unexpired term that ends June 30, 2018.

Budget Consideration:

Not applicable.

Attachments :

Application from Michael Vore.

Marilyn Johannes

From: noreply@civicplus.com
Sent: Thursday, April 17, 2014 4:13 PM
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):* [Water Board of Trustees V]
Board or commission not listed above:
Name of applicant:* Michael Vore
Address of Applicant* 2411 McMullin Drive Oskaloosa, IA 52577
Phone number (day)* 641-295-1263
Phone number (evening) 641-672-2662
Email address:* mike.vore@mcwane.com
Would you like to be interviewed for this position?* Yes No
Why are you interested in this position?* I have worked in the waterworks industry for most of my career and feel that I could help with my background in water and business.
Your experience that would be beneficial to the board or commission:* I have worked at Clow Valve Company/McWane for the last 33 years and have approximately 8 years of previous Oskaloosa Water Board experience.
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):: Water Board of Trustees

Board or commission not listed above::

Name of applicant:: Michael Vore

Address of Applicant: 2411 McMullin Drive
Oskaloosa, IA 52577

Phone number (day): 641-295-1263

Phone number (evening): 641-672-2662

Email address:: mike.vore@mcwane.com

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

Why are you interested in this position?: I have worked in the waterworks industry for most of my career and feel that I could help with my background in water and business.

Your experience that would be beneficial to the board or commission:: I have worked at Clow Valve Company/McWane for the last 33 years and have approximately 8 years of previous Oskaloosa Water Board experience.

Other civic experience::

Additional Information:

Form submitted on: 4/17/2014 4:13:00 PM

Submitted from IP Address: 65.202.124.4

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 15,
2014
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider approval of a renewal application for a Class C Beer Permit with Wine from Casey's Marketing Company dba Casey's General Store #3214, 413 A Avenue West.

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 15,
2014
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider approval of a renewal application for a Class E Liquor License with Carryout Beer and Wine from Casey's Marketing Company dba Casey's General Store #3215, 901 S Market Street.

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 15,
2014
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider approval of an application for a Class C Liquor License from Thelma Saxton, dba Cater 2 U, 615 North I Street.

Explanation :

The application is pending fire approval.

Staff recommends approval.

Budget Consideration:

\$105.63 revenue to the General Fund

Attachments :

None



City Council
Communication
Meeting Date: September 15,
2014
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider a motion to receive and file financial reports for August 2014.

Explanation:

The financial reports for August 2014 are included in your agenda packets. The target percentage for expenses this month is 16.67% except for the seasonal or once-a-year purchases.

The following two funds contain a negative fund balance for August 2014.

- General Fund Insurance - Insurance invoices are paid in the first few months of the fiscal year. September 2014 tax receipts received in October and March 2015 tax receipts received in April will help to clear up this negative fund balance.
- General Fund Band - Band payroll is paid during the summer months and the September 2014 tax receipts received in October will clear up this negative fund balance.

Budget Consideration:

None

Attachments :

August 2014 Financial Reports



City of Oskaloosa, IA

City of Oskaloosa, IA Treasurer's Report

August 1 - 31, 2014

Fund	Beginning Fund Balance	Revenue (+)	Expenses (-)	Change in Pending Payables	Change in Investments	Ending Fund Balance
001: GENERAL FUND	1,713,591.78	116,194.52	519,592.93	36,661.18	(385,859.93)	1,346,854.55
002: GENERAL FUND INSURANCE FUND	(52,416.22)	0.00	50,048.89	42,965.89	0.00	(59,499.22)
003: GENERAL FUND CAPITAL EQUIPMENT	201,904.45	19.53	0.00	0.00	19.53	201,923.98
004: LIBRARY COPIER REVOLVING FUND	7,485.42	547.38	422.12	40.87	1.08	7,651.55
005: GENERAL FUND BAND	(4,285.59)	0.00	9,964.95	(367.48)	0.00	(14,617.99)
006: GENERAL FUND - LOST	1,071,890.82	179,802.96	36,341.29	0.00	144,182.29	1,215,352.49
007: GENERAL FUND - UTILITY FRANCHISE FEES	534,244.87	82.92	19,520.96	0.00	0.00	514,806.83
110: ROAD USE TAX FUND	493,178.53	131,075.64	70,338.16	(33,959.81)	26,738.44	519,956.20
112: EMPLOYEE BENEFIT FUND	157,685.58	15.61	87,646.90	0.00	(87,984.39)	70,054.29
119: EMERGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00
121: LOCAL OPTION SALES TAX FUND	0.00	82,725.37	82,725.37	0.00	0.00	0.00
127: WEST AREA & IND. PARK TIF	494.04	0.05	0.00	0.00	0.05	494.09
130: WORLD FOOD PARK TIF FUND	1,528.04	0.20	0.00	0.00	0.20	1,528.24
138: HOUSING DONATED FUNDS	34,740.74	0.00	0.00	0.00	0.00	34,740.74
140: HOUSING FUND	212,792.95	4,562.81	7.91	7.00	2,035.24	217,354.85
144: GRANT & LINCOLN SCHOOL DEVELOPME	21,328.11	0.00	0.00	0.00	0.00	21,328.11
165: RIEFE MEMORIAL FUND	27,909.96	4.16	0.00	0.00	4.16	27,914.12
167: LIBRARY MEMORIAL FUND	530,477.39	736.42	2,026.59	812.49	(599.47)	529,999.71
169: MISCELLANEOUS GIFT FUND	33,018.71	1,207.62	1,221.57	138.61	2.62	33,143.37
172: WOODEN PLAYGROUND MAINT FUND	3,276.54	0.43	0.00	0.00	0.43	3,276.97
177: POLICE FORFEITURE FUND	975.20	2,200.06	0.00	0.00	1,000.06	3,175.26
178: LIBRARY MAINTENANCE FUND	1,178,464.98	2,428.62	0.00	(1,909.57)	428.62	1,178,984.03
180: MISCELLANEOUS GRANTS FUND	21,635.02	7,307.98	7,244.84	2,244.84	2,002.98	23,943.00
200: DEBT SERVICE FUND	143,479.70	14.99	0.00	0.00	14.99	143,494.69
301: PARK SHELTER CAPITAL IMPROVEMENT	16,962.47	202.70	57.72	(3.63)	1,002.70	17,103.82
302: CITY HALL IMPROVEMENTS	13,332.77	2.00	30.10	18.10	2.00	13,322.77
325: PAVEMENT MANAGEMENT	0.00	36,341.29	36,874.06	532.77	0.00	0.00
326: SIDEWALK IMPROVEMENTS PROJECT	13,535.71	1.76	0.00	0.00	1.76	13,537.47
328: PARKING LOT IMPROVEMENTS PHASE II	42,682.20	6.79	0.00	0.00	6.79	42,688.99



City of Oskaloosa, IA

City of Oskaloosa, IA Treasurer's Report

August 1 - 31, 2014

Fund	Beginning Fund Balance	Revenue (+)	Expenses (-)	Change in Pending Payables	Change in Investments	Ending Fund Balance
600: WATER O&M FUND	1,085,605.97	0.00	0.00	0.00	0.00	1,085,605.97
601: WATER CONSUMER DEPOSIT FUND	87,005.00	0.00	0.00	0.00	0.00	87,005.00
603: WATER SINKING FUND	34,907.92	0.00	0.00	0.00	0.00	34,907.92
604: WATER RESERVE FUND	104,812.96	0.00	0.00	0.00	0.00	104,812.96
610: SANITARY SEWER O&M FUND	61,133.32	123,538.26	144,244.40	27,181.88	0.00	67,609.06
611: SANITARY SEWER REVENUE FUND	1,576,544.24	170,801.54	164,702.26	67.95	12,232.33	1,582,711.47
612: SANITARY SEWER SINKING FUND	40,221.00	40,214.00	0.00	0.00	40,000.00	80,435.00
614: SANITARY SEWER IMPROVEMENT FUND	86,364.89	950.00	0.00	0.00	1,000.00	87,314.89
618: IDOT SEWER EXTENSION PROJECT	43,926.04	0.00	24,966.30	0.00	0.00	18,959.74
660: AIRPORT FUND	257,204.29	3,778.00	4,326.22	(5,937.86)	(5,961.36)	250,718.21
740: STORM WATER UTILITY FUND	698,713.03	23,201.24	5,294.97	2,882.80	21,084.10	719,502.10
750: EDMUNDSON GOLF COURSE FUND	62,627.48	9.93	1,644.76	1,304.65	9.93	62,297.30
760: RACI MAIN STREET LOAN FUND	17,417.30	166.37	0.00	0.00	1.80	17,583.67
810: COPIER/FAX REVOLVING FUND	5,630.41	608.53	202.72	(279.33)	1,000.80	5,756.89
820: EMPLOYEE HEALTH SELF-INSURANCE	857,972.06	91,976.22	73,119.04	3,266.75	22,610.38	880,095.99
830: EMPLOYEE FLEX PLAN FUND	1,797.97	4,638.67	3,166.49	0.00	1,000.46	3,270.15



REVENUE REPORT

Account Detail

For Fiscal: 2014-2015 Period Ending: 08/31/2014

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 001 - GENERAL FUND					
41 - TAXES	-2,695,578.00	0.00	-17,753.33	-2,677,824.67	0.66 %
42 - LICENSES AND PERMITS	-222,650.00	-13,989.13	-56,999.63	-165,650.37	25.60 %
43 - USE OF MONEY & PROPERTY	-5,600.00	-253.05	-578.26	-5,021.74	10.33 %
44 - INTERGOVERNMENTAL	-271,312.00	0.00	0.00	-271,312.00	0.00 %
45 - CHARGES FOR SERVICES	-133,050.00	-5,915.63	-17,960.58	-115,089.42	13.50 %
47 - MISCELLANEOUS REVENUES	-60,550.00	-8,389.81	-26,797.91	-33,752.09	44.26 %
48 - OTHER FINANCING SOURCES	-1,257,860.00	-87,646.90	-89,235.27	-1,168,624.73	7.09 %
Fund 001 Total:	-4,646,600.00	-116,194.52	-209,324.98	-4,437,275.02	4.50 %
Fund: 002 - GENERAL FUND INSURANCE FUND					
41 - TAXES	-103,281.00	0.00	-836.53	-102,444.47	0.81 %
43 - USE OF MONEY & PROPERTY	0.00	0.00	-0.38	0.38	
Fund 002 Total:	-103,281.00	0.00	-836.91	-102,444.09	0.81 %
Fund: 003 - GENERAL FUND CAPITAL EQUIPMENT					
43 - USE OF MONEY & PROPERTY	-350.00	-19.53	-40.30	-309.70	11.51 %
Fund 003 Total:	-350.00	-19.53	-40.30	-309.70	11.51 %
Fund: 004 - LIBRARY COPIER REVOLVING FUND					
43 - USE OF MONEY & PROPERTY	0.00	-1.08	-2.23	2.23	
47 - MISCELLANEOUS REVENUES	-6,500.00	-546.30	-1,106.70	-5,393.30	17.03 %
Fund 004 Total:	-6,500.00	-547.38	-1,108.93	-5,391.07	17.06 %
Fund: 005 - GENERAL FUND BAND					
41 - TAXES	-20,424.00	0.00	-108.85	-20,315.15	0.53 %
43 - USE OF MONEY & PROPERTY	0.00	0.00	-0.03	0.03	
Fund 005 Total:	-20,424.00	0.00	-108.88	-20,315.12	0.53 %
Fund: 006 - GENERAL FUND - LOST					
43 - USE OF MONEY & PROPERTY	-1,200.00	-182.29	-373.84	-826.16	31.15 %
47 - MISCELLANEOUS REVENUES	-820,406.00	-179,620.67	-179,620.67	-640,785.33	21.89 %
Fund 006 Total:	-821,606.00	-179,802.96	-179,994.51	-641,611.49	21.91 %
Fund: 007 - GENERAL FUND - UTILITY FRANCHISE FEES					
42 - LICENSES AND PERMITS	-396,024.00	0.00	-98,338.02	-297,685.98	24.83 %
43 - USE OF MONEY & PROPERTY	0.00	-82.92	-161.77	161.77	
Fund 007 Total:	-396,024.00	-82.92	-98,499.79	-297,524.21	24.87 %
Fund: 110 - ROAD USE TAX FUND					
44 - INTERGOVERNMENTAL	-1,123,688.00	-130,738.44	-219,657.99	-904,030.01	19.55 %
45 - CHARGES FOR SERVICES	0.00	0.00	-44.00	44.00	
48 - OTHER FINANCING SOURCES	0.00	-337.20	-337.20	337.20	
Fund 110 Total:	-1,123,688.00	-131,075.64	-220,039.19	-903,648.81	19.58 %
Fund: 112 - EMPLOYEE BENEFIT FUND					
41 - TAXES	-1,015,627.00	0.00	-6,980.10	-1,008,646.90	0.69 %
43 - USE OF MONEY & PROPERTY	0.00	-15.61	-42.23	42.23	
44 - INTERGOVERNMENTAL	-19,876.00	0.00	0.00	-19,876.00	0.00 %
Fund 112 Total:	-1,035,503.00	-15.61	-7,022.33	-1,028,480.67	0.68 %
Fund: 119 - EMERGENCY FUND					
41 - TAXES	-89,683.00	0.00	-173.00	-89,510.00	0.19 %
Fund 119 Total:	-89,683.00	0.00	-173.00	-89,510.00	0.19 %
Fund: 121 - LOCAL OPTION SALES TAX FUND					
41 - TAXES	-994,248.00	-82,725.37	-165,450.72	-828,797.28	16.64 %
Fund 121 Total:	-994,248.00	-82,725.37	-165,450.72	-828,797.28	16.64 %

REVENUE REPORT

For Fiscal: 2014-2015 Period Ending: 08/31/2014

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 122 - HOTEL/MOTEL TAX REVENUE FUND					
41 - TAXES	-115,000.00	0.00	0.00	-115,000.00	0.00 %
Fund 122 Total:	-115,000.00	0.00	0.00	-115,000.00	0.00 %
Fund: 127 - WEST AREA & IND. PARK TIF					
41 - TAXES	-29,677.00	0.00	-203.73	-29,473.27	0.69 %
43 - USE OF MONEY & PROPERTY	0.00	-0.05	-0.10	0.10	
Fund 127 Total:	-29,677.00	-0.05	-203.83	-29,473.17	0.69 %
Fund: 130 - WORLD FOOD PARK TIF FUND					
41 - TAXES	-92,647.00	0.00	-641.64	-92,005.36	0.69 %
43 - USE OF MONEY & PROPERTY	0.00	-0.20	-0.40	0.40	
Fund 130 Total:	-92,647.00	-0.20	-642.04	-92,004.96	0.69 %
Fund: 140 - HOUSING FUND					
43 - USE OF MONEY & PROPERTY	-550.00	-35.24	-73.20	-476.80	13.31 %
45 - CHARGES FOR SERVICES	-2,100.00	-96.00	-321.00	-1,779.00	15.29 %
47 - MISCELLANEOUS REVENUES	-39,000.00	-4,431.57	-8,539.43	-30,460.57	21.90 %
Fund 140 Total:	-41,650.00	-4,562.81	-8,933.63	-32,716.37	21.45 %
Fund: 165 - RIEFE MEMORIAL FUND					
43 - USE OF MONEY & PROPERTY	0.00	-4.16	-8.59	8.59	
Fund 165 Total:	0.00	-4.16	-8.59	8.59	
Fund: 167 - LIBRARY MEMORIAL FUND					
43 - USE OF MONEY & PROPERTY	-12,260.00	-400.53	-1,292.90	-10,967.10	10.55 %
45 - CHARGES FOR SERVICES	0.00	-46.89	-46.89	46.89	
47 - MISCELLANEOUS REVENUES	-38,500.00	-38.24	-126.27	-38,373.73	0.33 %
48 - OTHER FINANCING SOURCES	0.00	-250.76	-543.85	543.85	
Fund 167 Total:	-50,760.00	-736.42	-2,009.91	-48,750.09	3.96 %
Fund: 169 - MISCELLANEOUS GIFT FUND					
43 - USE OF MONEY & PROPERTY	0.00	-2.62	-5.39	5.39	
47 - MISCELLANEOUS REVENUES	0.00	-1,205.00	-1,577.00	1,577.00	
Fund 169 Total:	0.00	-1,207.62	-1,582.39	1,582.39	
Fund: 172 - WOODEN PLAYGROUND MAINT FUND					
43 - USE OF MONEY & PROPERTY	0.00	-0.43	-0.89	0.89	
Fund 172 Total:	0.00	-0.43	-0.89	0.89	
Fund: 177 - POLICE FORFEITURE FUND					
43 - USE OF MONEY & PROPERTY	0.00	-0.06	-0.25	0.25	
48 - OTHER FINANCING SOURCES	0.00	-2,200.00	-2,200.00	2,200.00	
Fund 177 Total:	0.00	-2,200.06	-2,200.25	2,200.25	
Fund: 178 - LIBRARY MAINTENANCE FUND					
43 - USE OF MONEY & PROPERTY	-40,000.00	-2,428.62	-6,986.34	-33,013.66	17.47 %
Fund 178 Total:	-40,000.00	-2,428.62	-6,986.34	-33,013.66	17.47 %
Fund: 180 - MISCELLANEOUS GRANTS FUND					
43 - USE OF MONEY & PROPERTY	0.00	-2.98	-6.78	6.78	
44 - INTERGOVERNMENTAL	0.00	-1,190.00	-1,190.00	1,190.00	
48 - OTHER FINANCING SOURCES	0.00	-6,115.00	-6,115.00	6,115.00	
Fund 180 Total:	0.00	-7,307.98	-7,311.78	7,311.78	
Fund: 181 - BROWNFIELD SITES ASSESSMENT GRANT FUND					
44 - INTERGOVERNMENTAL	-400,000.00	0.00	0.00	-400,000.00	0.00 %
Fund 181 Total:	-400,000.00	0.00	0.00	-400,000.00	0.00 %
Fund: 199 - WFP RISE PAYMENT FUND					
47 - MISCELLANEOUS REVENUES	-16,216.00	0.00	0.00	-16,216.00	0.00 %
Fund 199 Total:	-16,216.00	0.00	0.00	-16,216.00	0.00 %
Fund: 200 - DEBT SERVICE FUND					
41 - TAXES	-691,389.00	0.00	-4,884.20	-686,504.80	0.71 %
43 - USE OF MONEY & PROPERTY	-900.00	-14.99	-30.88	-869.12	3.43 %
44 - INTERGOVERNMENTAL	-13,787.00	0.00	0.00	-13,787.00	0.00 %
46 - SPECIAL ASSESSMENTS	0.00	0.00	-541.00	541.00	

REVENUE REPORT

For Fiscal: 2014-2015 Period Ending: 08/31/2014

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 200 - DEBT SERVICE FUND					
48 - OTHER FINANCING SOURCES	-123,081.00	0.00	0.00	-123,081.00	0.00 %
Fund 200 Total:	-829,157.00	-14.99	-5,456.08	-823,700.92	0.66 %
Fund: 301 - PARK SHELTER CAPITAL IMPROVEMENT					
43 - USE OF MONEY & PROPERTY	-3,700.00	-202.70	-740.41	-2,959.59	20.01 %
Fund 301 Total:	-3,700.00	-202.70	-740.41	-2,959.59	20.01 %
Fund: 302 - CITY HALL IMPROVEMENTS					
43 - USE OF MONEY & PROPERTY	0.00	-2.00	-4.13	4.13	
48 - OTHER FINANCING SOURCES	-2,000.00	0.00	0.00	-2,000.00	0.00 %
Fund 302 Total:	-2,000.00	-2.00	-4.13	-1,995.87	0.21 %
Fund: 322 - BURLINGTON ROAD RECONSTRUCTION FUND					
44 - INTERGOVERNMENTAL	-148,000.00	0.00	0.00	-148,000.00	0.00 %
48 - OTHER FINANCING SOURCES	-37,000.00	0.00	0.00	-37,000.00	0.00 %
Fund 322 Total:	-185,000.00	0.00	0.00	-185,000.00	0.00 %
Fund: 325 - PAVEMENT MANAGEMENT					
48 - OTHER FINANCING SOURCES	-1,740,175.00	-36,341.29	-88,532.85	-1,651,642.15	5.09 %
Fund 325 Total:	-1,740,175.00	-36,341.29	-88,532.85	-1,651,642.15	5.09 %
Fund: 326 - SIDEWALK IMPROVEMENTS PROJECT					
43 - USE OF MONEY & PROPERTY	0.00	-1.76	-3.63	3.63	
44 - INTERGOVERNMENTAL	-185,600.00	0.00	0.00	-185,600.00	0.00 %
48 - OTHER FINANCING SOURCES	-124,400.00	0.00	0.00	-124,400.00	0.00 %
Fund 326 Total:	-310,000.00	-1.76	-3.63	-309,996.37	0.00 %
Fund: 328 - PARKING LOT IMPROVEMENTS PHASE II					
43 - USE OF MONEY & PROPERTY	0.00	-6.79	-14.04	14.04	
Fund 328 Total:	0.00	-6.79	-14.04	14.04	
Fund: 343 - 2015 GO BOND FUND					
48 - OTHER FINANCING SOURCES	-3,000,000.00	0.00	0.00	-3,000,000.00	0.00 %
Fund 343 Total:	-3,000,000.00	0.00	0.00	-3,000,000.00	0.00 %
Fund: 600 - WATER O&M FUND					
43 - USE OF MONEY & PROPERTY	-20,660.00	0.00	0.00	-20,660.00	0.00 %
45 - CHARGES FOR SERVICES	-2,225,542.00	0.00	0.00	-2,225,542.00	0.00 %
47 - MISCELLANEOUS REVENUES	-4,800.00	0.00	0.00	-4,800.00	0.00 %
Fund 600 Total:	-2,251,002.00	0.00	0.00	-2,251,002.00	0.00 %
Fund: 603 - WATER SINKING FUND					
48 - OTHER FINANCING SOURCES	-418,882.00	0.00	0.00	-418,882.00	0.00 %
Fund 603 Total:	-418,882.00	0.00	0.00	-418,882.00	0.00 %
Fund: 604 - WATER RESERVE FUND					
48 - OTHER FINANCING SOURCES	-36,000.00	0.00	0.00	-36,000.00	0.00 %
Fund 604 Total:	-36,000.00	0.00	0.00	-36,000.00	0.00 %
Fund: 610 - SANITARY SEWER O&M FUND					
48 - OTHER FINANCING SOURCES	-1,296,891.00	-123,538.26	-231,615.26	-1,065,275.74	17.86 %
Fund 610 Total:	-1,296,891.00	-123,538.26	-231,615.26	-1,065,275.74	17.86 %
Fund: 611 - SANITARY SEWER REVENUE FUND					
43 - USE OF MONEY & PROPERTY	-3,000.00	-232.33	-472.30	-2,527.70	15.74 %
45 - CHARGES FOR SERVICES	-1,778,300.00	-170,290.21	-305,948.69	-1,472,351.31	17.20 %
46 - SPECIAL ASSESSMENTS	0.00	-279.00	-2,060.00	2,060.00	
47 - MISCELLANEOUS REVENUES	0.00	0.00	-3,187.95	3,187.95	
Fund 611 Total:	-1,781,300.00	-170,801.54	-311,668.94	-1,469,631.06	17.50 %
Fund: 612 - SANITARY SEWER SINKING FUND					
48 - OTHER FINANCING SOURCES	-482,575.00	-40,214.00	-80,435.00	-402,140.00	16.67 %
Fund 612 Total:	-482,575.00	-40,214.00	-80,435.00	-402,140.00	16.67 %
Fund: 614 - SANITARY SEWER IMPROVEMENT FUND					
48 - OTHER FINANCING SOURCES	-11,400.00	-950.00	-1,900.00	-9,500.00	16.67 %
Fund 614 Total:	-11,400.00	-950.00	-1,900.00	-9,500.00	16.67 %

REVENUE REPORT

For Fiscal: 2014-2015 Period Ending: 08/31/2014

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 660 - AIRPORT FUND					
43 - USE OF MONEY & PROPERTY	-206,532.00	-39.64	-84.37	-206,447.63	0.04 %
47 - MISCELLANEOUS REVENUES	-7,200.00	-3,738.36	-6,363.81	-836.19	88.39 %
Fund 660 Total:	-213,732.00	-3,778.00	-6,448.18	-207,283.82	3.02 %
Fund: 740 - STORM WATER UTILITY FUND					
43 - USE OF MONEY & PROPERTY	0.00	-84.10	-170.59	170.59	
45 - CHARGES FOR SERVICES	-225,000.00	-23,117.14	-39,822.02	-185,177.98	17.70 %
Fund 740 Total:	-225,000.00	-23,201.24	-39,992.61	-185,007.39	17.77 %
Fund: 750 - EDMUNDSON GOLF COURSE FUND					
43 - USE OF MONEY & PROPERTY	-8,500.00	-9.93	-20.52	-8,479.48	0.24 %
47 - MISCELLANEOUS REVENUES	-300.00	0.00	0.00	-300.00	0.00 %
Fund 750 Total:	-8,800.00	-9.93	-20.52	-8,779.48	0.23 %
Fund: 760 - RACI MAIN STREET LOAN FUND					
43 - USE OF MONEY & PROPERTY	-485.00	-1.80	-3.74	-481.26	0.77 %
47 - MISCELLANEOUS REVENUES	-1,490.00	-164.57	-164.57	-1,325.43	11.04 %
Fund 760 Total:	-1,975.00	-166.37	-168.31	-1,806.69	8.52 %
Fund: 810 - COPIER/FAX REVOLVING FUND					
43 - USE OF MONEY & PROPERTY	0.00	-0.80	-1.11	1.11	
47 - MISCELLANEOUS REVENUES	0.00	-607.73	-1,326.65	1,326.65	
Fund 810 Total:	0.00	-608.53	-1,327.76	1,327.76	
Fund: 820 - EMPLOYEE HEALTH SELF-INSURANCE					
43 - USE OF MONEY & PROPERTY	0.00	-110.38	-229.31	229.31	
47 - MISCELLANEOUS REVENUES	0.00	-91,865.84	-146,836.32	146,836.32	
Fund 820 Total:	0.00	-91,976.22	-147,065.63	147,065.63	
Fund: 830 - EMPLOYEE FLEX PLAN FUND					
43 - USE OF MONEY & PROPERTY	0.00	-0.46	-1.32	1.32	
45 - CHARGES FOR SERVICES	0.00	-54.00	-108.00	108.00	
47 - MISCELLANEOUS REVENUES	0.00	-4,584.21	-7,640.35	7,640.35	
Fund 830 Total:	0.00	-4,638.67	-7,749.67	7,749.67	
Report Total:	-22,821,446.00	-1,025,364.57	-1,835,622.21	-20,985,823.79	8.04 %



EXPENSE TRIAL BALANCE

Account Detail

For Fiscal: 2014-2015 Period Ending: 08/31/2014

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 001 - GENERAL FUND					
1010 - POLICE OPERATIONS	1,750,608.00	169,632.28	327,554.79	1,423,053.21	18.71 %
1030 - EMERGENCY MANAGEMENT	7,805.00	529.00	853.99	6,951.01	10.94 %
1050 - FIRE DEPARTMENT	820,555.00	105,410.04	164,161.43	656,393.57	20.01 %
1055 - RENTAL INSPECTIONS	2,500.00	0.00	0.00	2,500.00	0.00 %
1070 - BUILDING INSPECTIONS	126,187.00	8,841.84	20,225.32	105,961.68	16.03 %
1090 - ANIMAL CONTROL	93,000.00	0.00	0.00	93,000.00	0.00 %
1900 - 911 DISPATCH	154,057.00	0.00	39,242.00	114,815.00	25.47 %
2010 - ROADS, BRIDGES, SIDEWALKS	20,000.00	0.00	0.00	20,000.00	0.00 %
2030 - STREET LIGHTING	98,000.00	11,651.34	34,847.10	63,152.90	35.56 %
2080 - AIRPORT	44,000.00	2,773.53	8,505.32	35,494.68	19.33 %
4010 - LIBRARY SERVICES	563,614.00	67,818.81	123,118.65	440,495.35	21.84 %
4030 - PARKS	251,491.00	14,153.91	41,831.59	209,659.41	16.63 %
4031 - POOL	123,039.00	32,605.41	79,534.66	43,504.34	64.64 %
4050 - CEMETERY	50,000.00	0.00	50,000.00	0.00	
5020 - ECONOMIC DEVELOPMENT	40,000.00	0.00	9,375.00	30,625.00	23.44 %
5040 - PLANNING & ZONING	1,300.00	34.42	221.15	1,078.85	17.01 %
6010 - CITY MANAGER	285,533.00	38,787.40	60,278.63	225,254.37	21.11 %
6011 - CITY COUNCIL & MAYOR	238,649.00	2,676.01	22,236.13	216,412.87	9.32 %
6020 - CLERK, TREAS. & FINANCIAL ADMIN	279,617.00	25,794.79	55,326.07	224,290.93	19.79 %
6030 - ELECTIONS	8,856.00	0.00	0.00	8,856.00	0.00 %
6040 - LEGAL SERVICES & CITY ATTORNEY	87,600.00	20,579.60	42,269.31	45,330.69	48.25 %
6050 - CITY HALL & GENERAL BUILDINGS	94,288.00	9,145.84	19,378.89	74,909.11	20.55 %
9500 - ENGINEERING (ALLOCATED)	0.00	9,158.71	28,679.67	-28,679.67	
Fund 001 Total:	5,140,699.00	519,592.93	1,127,639.70	4,013,059.30	21.94 %
Fund: 002 - GENERAL FUND INSURANCE FUND					
6060 - TORT LIABILITY	110,870.00	50,048.89	118,063.89	-7,193.89	106.49 %
Fund 002 Total:	110,870.00	50,048.89	118,063.89	-7,193.89	106.49 %
Fund: 003 - GENERAL FUND CAPITAL EQUIPMENT					
6050 - CITY HALL & GENERAL BUILDINGS	30,000.00	0.00	0.00	30,000.00	0.00 %
Fund 003 Total:	30,000.00	0.00	0.00	30,000.00	0.00 %
Fund: 004 - LIBRARY COPIER REVOLVING FUND					
4010 - LIBRARY SERVICES	5,300.00	422.12	843.37	4,456.63	15.91 %
Fund 004 Total:	5,300.00	422.12	843.37	4,456.63	15.91 %
Fund: 005 - GENERAL FUND BAND					
4020 - BAND	22,422.00	9,964.95	17,611.58	4,810.42	78.55 %
Fund 005 Total:	22,422.00	9,964.95	17,611.58	4,810.42	78.55 %
Fund: 006 - GENERAL FUND - LOST					
2010 - ROADS, BRIDGES, SIDEWALKS	1,489,575.00	36,341.29	88,532.85	1,401,042.15	5.94 %
Fund 006 Total:	1,489,575.00	36,341.29	88,532.85	1,401,042.15	5.94 %
Fund: 007 - GENERAL FUND - UTILITY FRANCHISE FEES					
2010 - ROADS, BRIDGES, SIDEWALKS	447,000.00	19,520.96	19,520.96	427,479.04	4.37 %
Fund 007 Total:	447,000.00	19,520.96	19,520.96	427,479.04	4.37 %
Fund: 110 - ROAD USE TAX FUND					
2010 - ROADS, BRIDGES, SIDEWALKS	1,148,310.00	68,386.17	378,457.94	769,852.06	32.96 %
2030 - STREET LIGHTING	45,150.00	0.00	0.00	45,150.00	0.00 %
2040 - TRAFFIC CONTROL & SAFETY	33,216.00	613.58	2,233.45	30,982.55	6.72 %
2050 - SNOW REMOVAL	89,443.00	0.00	0.00	89,443.00	0.00 %
2070 - STREET CLEANING	41,849.00	1,338.41	5,386.41	36,462.59	12.87 %
Fund 110 Total:	1,357,968.00	70,338.16	386,077.80	971,890.20	28.43 %

EXPENSE TRIAL BALANCE

For Fiscal: 2014-2015 Period Ending: 08/31/2014

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 112 - EMPLOYEE BENEFIT FUND					
9100 - TRANSFER OUT	1,120,415.00	87,646.90	87,646.90	1,032,768.10	7.82 %
Fund 112 Total:	1,120,415.00	87,646.90	87,646.90	1,032,768.10	7.82 %
Fund: 119 - EMERGENCY FUND					
9100 - TRANSFER OUT	89,683.00	0.00	173.00	89,510.00	0.19 %
Fund 119 Total:	89,683.00	0.00	173.00	89,510.00	0.19 %
Fund: 121 - LOCAL OPTION SALES TAX FUND					
5900 - COMMUNITY SCHOOLS	994,248.00	82,725.37	165,450.72	828,797.28	16.64 %
Fund 121 Total:	994,248.00	82,725.37	165,450.72	828,797.28	16.64 %
Fund: 122 - HOTEL/MOTEL TAX REVENUE FUND					
4040 - RECREATION	115,000.00	0.00	0.00	115,000.00	0.00 %
Fund 122 Total:	115,000.00	0.00	0.00	115,000.00	0.00 %
Fund: 127 - WEST AREA & IND. PARK TIF					
5020 - ECONOMIC DEVELOPMENT	29,860.00	0.00	0.00	29,860.00	0.00 %
Fund 127 Total:	29,860.00	0.00	0.00	29,860.00	0.00 %
Fund: 130 - WORLD FOOD PARK TIF FUND					
5020 - ECONOMIC DEVELOPMENT	93,221.00	0.00	0.00	93,221.00	0.00 %
Fund 130 Total:	93,221.00	0.00	0.00	93,221.00	0.00 %
Fund: 138 - HOUSING DONATED FUNDS					
5030 - HOUSING & URBAN RENEWAL	17,370.00	0.00	0.00	17,370.00	0.00 %
Fund 138 Total:	17,370.00	0.00	0.00	17,370.00	0.00 %
Fund: 140 - HOUSING FUND					
5030 - HOUSING & URBAN RENEWAL	128,547.00	7.91	10,160.86	118,386.14	7.90 %
Fund 140 Total:	128,547.00	7.91	10,160.86	118,386.14	7.90 %
Fund: 144 - GRANT & LINCOLN SCHOOL DEVELOPME					
5030 - HOUSING & URBAN RENEWAL	21,328.00	0.00	0.00	21,328.00	0.00 %
Fund 144 Total:	21,328.00	0.00	0.00	21,328.00	0.00 %
Fund: 165 - RIEFE MEMORIAL FUND					
4010 - LIBRARY SERVICES	4,500.00	0.00	0.00	4,500.00	0.00 %
Fund 165 Total:	4,500.00	0.00	0.00	4,500.00	0.00 %
Fund: 167 - LIBRARY MEMORIAL FUND					
4010 - LIBRARY SERVICES	53,000.00	2,026.59	8,369.45	44,630.55	15.79 %
Fund 167 Total:	53,000.00	2,026.59	8,369.45	44,630.55	15.79 %
Fund: 169 - MISCELLANEOUS GIFT FUND					
1050 - FIRE DEPARTMENT	0.00	0.00	337.79	-337.79	
4020 - BAND	0.00	1,221.57	2,276.57	-2,276.57	
4031 - POOL	0.00	0.00	7.88	-7.88	
Fund 169 Total:	0.00	1,221.57	2,622.24	-2,622.24	
Fund: 172 - WOODEN PLAYGROUND MAINT FUND					
4030 - PARKS	3,272.00	0.00	0.00	3,272.00	0.00 %
Fund 172 Total:	3,272.00	0.00	0.00	3,272.00	0.00 %
Fund: 177 - POLICE FORFEITURE FUND					
1010 - POLICE OPERATIONS	3,500.00	0.00	3,500.00	0.00	
Fund 177 Total:	3,500.00	0.00	3,500.00	0.00	
Fund: 178 - LIBRARY MAINTENANCE FUND					
4010 - LIBRARY SERVICES	42,600.00	0.00	7,520.66	35,079.34	17.65 %
Fund 178 Total:	42,600.00	0.00	7,520.66	35,079.34	17.65 %
Fund: 180 - MISCELLANEOUS GRANTS FUND					
1010 - POLICE OPERATIONS	0.00	6,925.00	7,604.95	-7,604.95	
2900 - OTHER PUBLIC WORKS	0.00	0.00	5,000.00	-5,000.00	
4030 - PARKS	0.00	319.84	439.84	-439.84	
Fund 180 Total:	0.00	7,244.84	13,044.79	-13,044.79	

EXPENSE TRIAL BALANCE

For Fiscal: 2014-2015 Period Ending: 08/31/2014

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 181 - BROWNFIELD SITES ASSESSMENT GRANT FUND					
2900 - OTHER PUBLIC WORKS	400,000.00	0.00	0.00	400,000.00	0.00 %
Fund 181 Total:	400,000.00	0.00	0.00	400,000.00	0.00 %
Fund: 199 - WFP RISE PAYMENT FUND					
5020 - ECONOMIC DEVELOPMENT	16,216.00	0.00	16,216.00	0.00	
Fund 199 Total:	16,216.00	0.00	16,216.00	0.00	
Fund: 200 - DEBT SERVICE FUND					
7010 - DEBT SERVICE	862,471.00	0.00	0.00	862,471.00	0.00 %
Fund 200 Total:	862,471.00	0.00	0.00	862,471.00	0.00 %
Fund: 301 - PARK SHELTER CAPITAL IMPROVEMENT					
4030 - PARKS	16,785.00	57.72	237.06	16,547.94	1.41 %
Fund 301 Total:	16,785.00	57.72	237.06	16,547.94	1.41 %
Fund: 302 - CITY HALL IMPROVEMENTS					
6050 - CITY HALL & GENERAL BUILDINGS	125.00	30.10	37.97	87.03	30.38 %
Fund 302 Total:	125.00	30.10	37.97	87.03	30.38 %
Fund: 322 - BURLINGTON ROAD RECONSTRUCTION FUND					
2010 - ROADS, BRIDGES, SIDEWALKS	185,000.00	0.00	0.00	185,000.00	0.00 %
Fund 322 Total:	185,000.00	0.00	0.00	185,000.00	0.00 %
Fund: 325 - PAVEMENT MANAGEMENT					
2010 - ROADS, BRIDGES, SIDEWALKS	1,740,175.00	36,874.06	89,065.62	1,651,109.38	5.12 %
Fund 325 Total:	1,740,175.00	36,874.06	89,065.62	1,651,109.38	5.12 %
Fund: 326 - SIDEWALK IMPROVEMENTS PROJECT					
2010 - ROADS, BRIDGES, SIDEWALKS	323,286.00	0.00	0.00	323,286.00	0.00 %
Fund 326 Total:	323,286.00	0.00	0.00	323,286.00	0.00 %
Fund: 343 - 2015 GO BOND FUND					
1050 - FIRE DEPARTMENT	2,960,000.00	0.00	0.00	2,960,000.00	0.00 %
6900 - OTHER GEN'L GOVT	40,000.00	0.00	0.00	40,000.00	0.00 %
Fund 343 Total:	3,000,000.00	0.00	0.00	3,000,000.00	0.00 %
Fund: 600 - WATER O&M FUND					
8000 - WATER PLANT OPERATIONS	573,386.00	0.00	0.00	573,386.00	0.00 %
8001 - WATER DISTRIBUTION	1,054,688.00	0.00	0.00	1,054,688.00	0.00 %
8006 - WATER OFFICE	695,527.00	0.00	0.00	695,527.00	0.00 %
Fund 600 Total:	2,323,601.00	0.00	0.00	2,323,601.00	0.00 %
Fund: 603 - WATER SINKING FUND					
8001 - WATER DISTRIBUTION	418,895.00	0.00	0.00	418,895.00	0.00 %
Fund 603 Total:	418,895.00	0.00	0.00	418,895.00	0.00 %
Fund: 604 - WATER RESERVE FUND					
8001 - WATER DISTRIBUTION	100,000.00	0.00	0.00	100,000.00	0.00 %
Fund 604 Total:	100,000.00	0.00	0.00	100,000.00	0.00 %
Fund: 610 - SANITARY SEWER O&M FUND					
8015 - SANITARY SEWER-TREATMENT	930,064.00	72,288.93	163,884.75	766,179.25	17.62 %
8016 - SANITARY SEWER-COLLECTION	366,827.00	71,955.47	103,900.91	262,926.09	28.32 %
Fund 610 Total:	1,296,891.00	144,244.40	267,785.66	1,029,105.34	20.65 %
Fund: 611 - SANITARY SEWER REVENUE FUND					
8015 - SANITARY SEWER-TREATMENT	1,790,866.00	164,702.26	313,950.26	1,476,915.74	17.53 %
Fund 611 Total:	1,790,866.00	164,702.26	313,950.26	1,476,915.74	17.53 %
Fund: 612 - SANITARY SEWER SINKING FUND					
8015 - SANITARY SEWER-TREATMENT	482,575.00	0.00	0.00	482,575.00	0.00 %
Fund 612 Total:	482,575.00	0.00	0.00	482,575.00	0.00 %
Fund: 618 - IDOT SEWER EXTENSION PROJECT					
8016 - SANITARY SEWER-COLLECTION	0.00	24,966.30	26,115.74	-26,115.74	
Fund 618 Total:	0.00	24,966.30	26,115.74	-26,115.74	
Fund: 660 - AIRPORT FUND					
8035 - AIRPORT	181,340.00	4,326.22	68,669.36	112,670.64	37.87 %

EXPENSE TRIAL BALANCE

For Fiscal: 2014-2015 Period Ending: 08/31/2014

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
Fund: 660 - AIRPORT FUND					
8035 - AIRPORT	382,124.00	5,294.97	10,526.93	371,597.07	2.75 %
Fund 660 Total:	181,340.00	4,326.22	68,669.36	112,670.64	37.87 %
Fund: 740 - STORM WATER UTILITY FUND					
8065 - STORM WATER	382,124.00	5,294.97	10,526.93	371,597.07	2.75 %
Fund 740 Total:	382,124.00	5,294.97	10,526.93	371,597.07	2.75 %
Fund: 750 - EDMUNDSON GOLF COURSE FUND					
8071 - GOLF PRO SHOP	22,973.00	1,644.76	2,499.24	20,473.76	10.88 %
Fund 750 Total:	22,973.00	1,644.76	2,499.24	20,473.76	10.88 %
Fund: 760 - RACI MAIN STREET LOAN FUND					
8060 - HOUSING & URBAN RENEWAL	9,606.00	0.00	0.00	9,606.00	0.00 %
Fund 760 Total:	9,606.00	0.00	0.00	9,606.00	0.00 %
Fund: 810 - COPIER/FAX REVOLVING FUND					
9310 - COPIER REVOLVING	0.00	202.72	1,460.01	-1,460.01	
Fund 810 Total:	0.00	202.72	1,460.01	-1,460.01	
Fund: 820 - EMPLOYEE HEALTH SELF-INSURANCE					
9320 - EMPLOYEE HEALTH SELF-INSURANCE	0.00	73,119.04	207,886.90	-207,886.90	
Fund 820 Total:	0.00	73,119.04	207,886.90	-207,886.90	
Fund: 830 - EMPLOYEE FLEX PLAN FUND					
9330 - EMPLOYEE FLEX PLAN	0.00	3,166.49	8,711.61	-8,711.61	
Fund 830 Total:	0.00	3,166.49	8,711.61	-8,711.61	
Report Total:	24,873,307.00	1,345,731.52	3,069,941.13	21,803,365.87	12.34 %



City Council
Communication

Meeting Date: September 15,
2014

Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider a resolution scheduling a public hearing for October 20, 2014 to consider levying a special assessment against private property for weed cutting by the city in accordance with section 8.20 of the city code of the City of Oskaloosa, Iowa, and directing notice to the owners of the property to be assessed.

Explanation:

This resolution schedules the public hearing for October 20, 2014 for levying a special assessment against private property for weed cutting. A notice will be published in the Oskaloosa Herald and certified notices will be sent to the property owners.

Budget Consideration:

\$2,100 Revenue to the Sanitary Sewer Fund to offset expenses related to the work performed by the city.

Attachments :

Resolution
Weed Cutting Assessments Exhibit "A"

RESOLUTION NO. _____

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

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

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

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

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

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

SECTION 1. That the City Council of the City of Oskaloosa, Iowa shall meet at City Hall Council Chambers in Oskaloosa, Iowa on the 20th day of October, 2014 at 6:00 p.m. at which time a hearing shall be held on the matter of levying a special assessment against the properties listed in Exhibit "A" for weed cutting assessment by the City of Oskaloosa, Iowa, at which hearing the owner of said premises or anyone liable to pay such assessment may appear with the same rights as given by law before Boards of Review, in reference to assessments for general taxation, and at said time and place the Council shall consider and dispose of all objections made thereto; after which hearing the City Council shall by Resolution levy such assessment as may be appropriate against said properties.

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

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

PASSED AND APPROVED this 15th day of September, 2014.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

EXHIBIT "A"
2014 WEED CUTTING ASSESSMENTS
July 2014

OWNER	OFFENSE	ADDRESS/LEGAL	DATE MOWED	LABOR	COST
Capitol One NA Parcel ID 1024184029	2nd	701 11th Avenue West S 119.2' E 132' Lot 70 Ninde Williams & Co Add	7/16/2014	1 hour	\$ 300.00
Robert A/Teren M Eckert Parcel ID 1118312010	1st	713 A Avenue East S 148.5' X 55' Lot 1 NW SW	7/16/2014	1 hour	\$ 250.00
Theodore McCombs Parcel ID 1024127001	1st	610 3rd Avenue West Lot 3 Blk 2 Kalbachs Add	7/23/2014	1 hour	\$ 250.00
Phillip A Leech Parcel ID 1013283002	1st	436 North 3rd Street Lot 43 Ninde & Searles Add	7/25/2014	1 hour	\$ 250.00
Valley Bank Parcel ID 1013177016	1st	805 G Avenue West O L 14 Myers Modified Add	7/30/2014	1 hour	\$ 250.00
RRCH #3 LLC Parcel ID 1013180007	1st	811 E Avenue West Lot 7 Blk A Myers Modified Add	7/30/2014	1 hour	\$ 250.00
Albert W/Winifred J Sheard Attn: Shirley Carrivalez Parcel ID 1013331002	2nd	412 North I Street S 1/2 Lots 3 & 4 Blk 4 Whites Add	7/31/2014	1 hour	\$ 300.00
Carroll Kirk Parcel ID 1024252017	1st	921 South C Street Lot 30 Gilmores Add	7/31/2014	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.

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



City Council Communication

Meeting Date: September 15, 2014

Requested By: City Manager's Office

Item Title: CONSENT AGENDA

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. **(3rd 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 1 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 1 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 1 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)

01041819-1\10978-082



City Council
Communication
Meeting Date: September 15, 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 15,
2014

Requested By: Public Works Dept.

Item Title:

Consider a site plan for the properties referred to as “The Reserves at Ironwood” located at 1302 and 1320 High Avenue West.

Explanation:

Engineering Solutions has submitted a site plan for a new 48 unit apartment complex referred to as “The Reserves at Ironwood” located at 1302 and 1320 High Avenue West. The site in consideration is 4.09 acres in area and the present zoning of these properties is Multiple Family Residential (R-3) district.

The applicant has submitted the required site plan for review by city staff. The site plan includes a demolition, landscape, lighting, and final grading plan, as well as elevations and plans for utility connections and a storm water piping system. The site plan illustrates three new 2-story apartment buildings of 9,900 square feet each and a 1,725 square foot 1-story community clubhouse, giving a total building area of 31,425 square feet. The proposed site will have three 2-way traffic access points; two from High Avenue West and one from South L Street. New 5 foot wide public sidewalk will be installed along High Avenue West and South L Street adjacent to the properties. The new sidewalk will match the existing sidewalk setback from the back of the curb with additional city right-of-way being dedicated along South L Street. The site indicates a total of 109 standard parking spaces and 7 handicap accessible spaces.

The proposed site will be connecting to existing storm and sanitary sewer along South L Street. In order to avoid overloading the existing storm sewer system, the storm water will be directed to a detention chamber prior to exiting the site. The sanitary sewer will connect to an existing 12” main. The plans also show two water taps into existing 4” water mains; one on High Avenue West and one on South L Street. These 4” water mains will not be adequate for the fire protection needs of this proposed project. Therefore, Water Department is requiring additional 8” water main to be constructed to the site.

At their meeting on September 8, 2014, the Planning and Zoning Commission voted 5 (yes) to 0 (no) to approve the site plan with the following stipulations:

1. The Water Department has two options for bringing an 8” water main to the site. Option #1 is to construct new 8” water main along High Avenue

West from where the 8" water main ends near Crystal Heights Care Center. Option #2 is to construct new 8" water main from an existing 12" water main along 2nd Avenue West. Both options may require easement agreements. The applicable plan sheets will need to be updated to show these changes.

2. Additional right-of-way will be dedicated to the City along South L Street for the proposed sidewalk as shown in the plans.
3. Add notes to the plan sheets detailing quarterly inspections and annual clean-out requirements for the detention basin and state that the property owner will be responsible to perform them.
4. The site impervious area shall be 70% or less. The site plan indicates incorrect impervious surface area.
5. Add ADA ramps on the west side of the northeast entrance going north to the High Avenue sidewalk (the northeast corner of Building A), and also add an ADA ramp on the north side at the corner of the intersection of High Avenue and L Street.
6. The note on the landscape plan sheet should read "The City reserves the right to require an additional barrier if the proposed landscaping does not adequately block the parking lot vehicular lighting."
7. The water section of the cover sheet indicates City of Washington, should be changed to City of Oskaloosa. The materials listed must also be changed to reflect Oskaloosa water department specifications.
8. The east wall of Building B must be at least 13' from the adjacent property line in order to meet the City Code side yard requirement.

In addition, staff noticed that landscaping or a barrier may also be needed along the parking in the southeast corner of the site in order to block vehicular lighting to the south into a residence.

Budget Consideration: \$100.00 in site plan application fees.

Attachments :

Site Plan and Application

THE RESERVES AT IRONWOOD

OSKALOOSA, IOWA

GENERAL NOTES:

- 1 - all construction shall conform to the City of Oskaloosa standards.
- 2 - all required easements within the boundary of this project shall be provided for on the final plat.
- 3 - any required easement located outside of the boundary of this project shall be provided for by separate instrument prior to issuance of construction permits.
- 4 - the contractor shall notify the city of Oskaloosa public works at least 48 hours prior to the commencement of any construction.
- 5 - the contractor shall notify engineering solutions at 816.623.9888 of any conflict with the improvements proposed by these plans and site conditions.
- 6 - the contractor shall notify the city engineer and obtain the appropriate blasting permits for a required blasting. if blasting is allowed, all blasting shall conform to state regulations and local ordinances.
- 7 - lineal foot measurements shown on the plans are horizontal measurements, not slope measurements. all payments shall be made on horizontal measurements.
- 8 - no geological information is shown on these plans.
- 9 - the utility locations shown on these plans are taken from utility company records and are approximate only. they do not constitute actual field locations. the contractor shall verify the location and depth of all utilities prior to construction.
- 10 - clearing and grubbing operations and disposal of all debris therefrom shall be performed by the contractor in strict accordance with all local codes and ordinances.
- 11 - all waste material resulting from the project shall be disposed of off-site by the contractor.
- 12 - all excavation shall be unclassified. no separate payment will be made for rock excavation.
- 13 - the contractor shall control the erosion and siltation during all phases construction, and he shall keep the streets clean of mud and debris.
- 14 - all manholes, catch basins, utility valves and meter pits to be adjusted or rebuilt to grade as required. all existing utilities shall be adjusted as required.
- 15 - sub grade soil for all concrete structures, regardless of the type or location, shall be firm, dense and thoroughly compacted and consolidated: shall be free from muck and mud; and shall be sufficiently stable to remain firm and intact under the feet of the workmen or machinery engaged in sub grade surfacing, laying reinforcing steel, and depositing concrete thereon. in all cases where subsoil is mucky or works into mud or muck during such operation, a seal course of either concrete or rock shall be placed below subgrade to provide a firm base for working and for placing the floor slab.
- 16 - the contractor is responsible for providing all surveying that may be required.
- 17 - easements indicated on these drawings will be provided for on the final plat or separately recorded document and properly dimensions. easements outside the platted area will be provided for by separate documents prior to issuance of a construction permit.
- 18 - the contractor shall contact the public works department and obtain a street closure permit if required for this project.
- 19 - all fill shall be engineered fill in accordance with the soils study.

water:

- 1 - the contractor shall notify the city of Oskaloosa water utilities department at least 48 hours prior to connecting to any existing water main.
- 2 - all water mains shall comply with ansi/awwa c150/a21.50 and c151/a21.51, and city of Oskaloosa standards.
- 3 - fire hydrants shall be optic yellow waterous "pacer" model no. wb-67-250 with non-rising stem or city engineer approved equal. hydrants shall have a 5 1/4" valve with a 4 1/2" pumper nozzle and 2 - 2 1/2" hose nozzles (left hand opening).
- 4 - gate valves shall be mueller no. a 2380-5 hub end "o" ring seal non-rising stem. valves 12" or larger shall be butterfly valves manufactured by the henry pratt company or city engineer approved equal. left hand opening. minimum 200# testing awwa.
- 5 - valve boxes shall be clay & bailey no. p-108 or city engineer approved equal. all valve boxes shall be located out of existing or proposed pavement areas.
- 6 - all water mains shall be constructed with a minimum cover of 42 inches. street grading shall be completed prior to beginning construction of water mains.
- 7 - all bends, tees and fire hydrants shall be installed with suitable concrete thrust blocks poured in place against undisturbed earth and per city and apwa standards.
- 8 - the minimum separation between the proposed water main and sanitary or storm sewers is as follows:
 - a - sanitary sewers: horizontal = 10 feet - vertical = 18 inches
 - b - storm sewers: horizontal = 5 feet - vertical = 18 inches
 these separations shall prevail over any data shown in these plans and the contractor shall install bends or other fittings as necessary to achieve the required separations.
- 16 - the contractor is responsible for providing all surveying that may be required.
- 17 - easements indicated on these drawings will be provided for on the final plat or separately recorded document and properly dimensions. easements outside the platted area will be provided for by separate documents prior to issuance of a construction permit.
- 18 - the contractor shall contact the public works department and obtain a street closure permit if required for this project.
- 19 - all fill shall be engineered fill in accordance with the soils study.

SANITARY SEWER

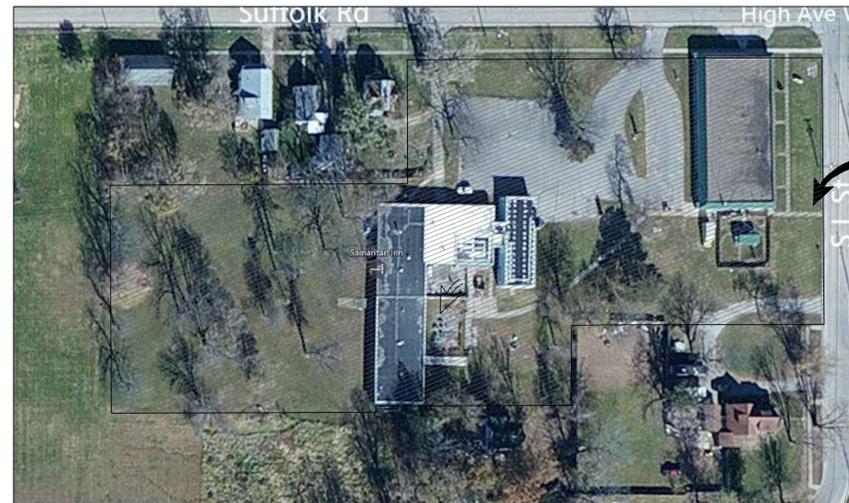
1. Specifications, Materials, and Construction, shall be per the requirements of the Public Works Department of the City of Oskaloosa, Iowa
2. All sewer lines shall be Poly Vinyl Chloride pipe (PVC) SDR-35.
3. Sewer laterals shall be 6" PVC, SDR-35. Laterals shall be located at points shown on the plans, or designated by the Engineer, and shall be constructed from the sewer main at least to the Right-of-Way or Easement line adjacent to the property to be served prior to construction of the street.
4. Only those fittings specifically made for PVC pipe shall be used.
5. All sanitary sewers with sloped greater than 20% shall have concrete collars (36" min. distance between collars).
6. For min. clearance of water line over and adjacent to sewer line. 10' Horizontal Separation 18" Vertical Separation.
7. PVC sewer lines shall be tested by pulling a mandrell or rigid ball. The maximum allowable deflection shall not exceed 5% of the pipes internal diameter. Tests shall be performed without mechanical pulling devices.
8. Low pressure air tests shall be conducted for sewer lines. Air testing shall conform to ASTM C-828-76T. The time elapsed for a drop in air pressure from 3 psi to 2 psi shall not be less than 230 seconds for 8 inch pipe.
9. Low pressure vacuum tests shall be conducted for each manhole. The vacuum tests shall include testing of the seal between the manhole ring and concrete cone or slab. A vacuum of at least 10.5 inches of mercury shall be drawn on the manhole. The valve shall be shut on the vacuum line and the vacuum line disconnected. Vacuum shall then be adjusted to 10 inches of mercury. The time elapsed for a drop in vacuum from 10 inches to 9 inches shall not be less than 2 minutes for manhole 10 feet or less in depth.
10. All testing shall be conducted by Contractor in the presence of inspector.
11. All building stubs shall be a minimum of schedule 40 pipe.

STREETS & STORM SEWER

1. Specifications, Materials, and Construction, shall be per the requirements of the Public Works Department of Oskaloosa, Iowa
2. The top 6" of parking lot subgrade shall be undercut and compacted to minimum 95% of maximum density at optimum moisture as determined by AASHTO T99, Method B. Contractor shall provide for moisture-density and relative density tests on parking lot subgrade by an accepted testing firm. Contractor shall provide for in-place density test on compacted subgrade by an accepted testing firm. In-place density test shall be conducted every 50-feet along the proposed parking surface. Contractor shall provide testing results to Engineer.



LOCATION MAP



AERIAL MAP

DRAWING LIST

- C.001 CIVIL PLAN SET COVER SHEET
- C.010 SITE DEMOLITION
- C.050 ESC PHASE 1 PLAN
- C.051 ESC PHASE 2 PLAN
- C.052 FINAL RESTORATION PLAN
- C.100 SITE LAYOUT PLAN
- C.101 SITE DIMENSION PLAN
- C.200 SITE GRADING PLAN
- C.300 SITE STORM SEWER PLAN
- C.301 SITE STORM SEWER PLAN
- C.302 DETENTION PLAN
- C.303 ROOF DRAIN PLAN
- C.400 PUBLIC SANITARY PLAN
- C.500 PUBLIC WATER MAIN PLAN
- C.600 DETAIL SHEET
- C.601 DETAIL SHEET
- C.602 DETAIL SHEET
- L.100 LANDSCAPE PLAN

THE UTILITIES AS SHOWN IN THESE DRAWINGS WERE DEVELOPED FROM THE INFORMATION AVAILABLE, IT IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.

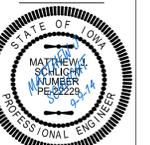


Professional Registration
 Missouri
 Engineering 2005002186-D
 Surveying 2005008319-D
 Kansas
 Engineering E-1695
 Surveying LS-218
 Oklahoma
 Engineering 6254
 Nebraska
 Engineering CA2821

THE RESERVE AT IRONWOOD
 Oskaloosa, County, Iowa

Project: The Reserves at Bl...
 Issue Date: June 15, 2014

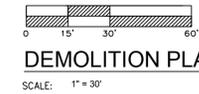
Cover Sheet
 Construction Plans for:
 THE RESERVE AT IRONWOOD
 Oskaloosa, County, Iowa



Matthew J. Schlicht
 MO PE 2006019708
 KS PE 19071
 OK PE 25228
 NE PE E-14535
 IA PE 22229

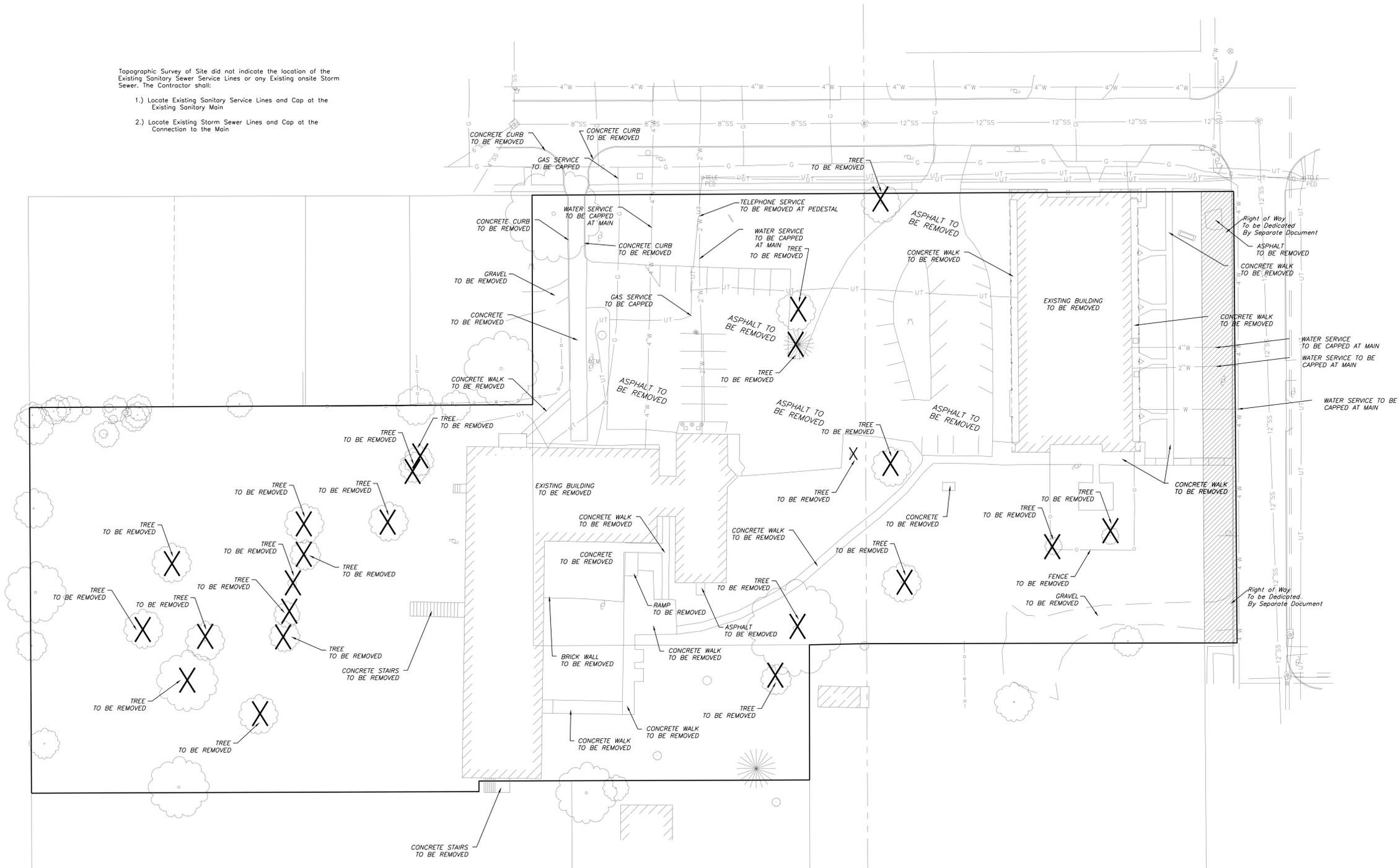
REVISIONS

- City Comments 8-19-14
- City Comments 8-29-14
- City Comments 9-3-14
- City Comments 9-9-14



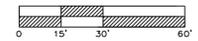
Topographic Survey of Site did not indicate the location of the Existing Sanitary Sewer Service Lines or any Existing onsite Storm Sewer. The Contractor shall:

- 1.) Locate Existing Sanitary Service Lines and Cap at the Existing Sanitary Main
- 2.) Locate Existing Storm Sewer Lines and Cap at the Connection to the Main



Matthew Schlicht
 MO PE 2006019708
 KS PE 19071
 OK PE 25226
 NE PE E-14335
 IA PE 22229

- REVISIONS
- City Comments 8-19-14
 - City Comments 8-29-14
 - City Comments 9-3-14
 - City Comments 9-9-14



FINAL RESTORATION PLAN

SCALE: 1" = 30'



SILT FENCE PROTECTION
TO BE MAINTAINED BY CONTRACTOR

LEGEND

- PHASE 1 SILT FENCE ——— SF-1
- PHASE 2 SILT FENCE ——— SF-2

SEED AND MULCH NOTES:

All areas disturbed by construction activities shall be seeded and mulched. Seeding shall be done before the proposed seedbed becomes eroded, crusted over, or dried out and shall not be done when the ground is frozen, or covered with snow. The seed shall comply with the requirements of the Missouri Seed Law and the Federal Seed Act. Also, it shall contain no seed of any plant on the Federal Noxious Weed List. Other weed seeds shall not exceed one percent by weight of mix.

- Seed and Fertilizer Rate:
- Mix I - Rye Grass / Blue Grass ——— 100 lbs. per Acre
 - Mix II - Tall Fescue / Blue Grass ——— 195 lbs. per Acre
 - Lime ——— 2000 lbs per Acre (50 lbs. per 1000 sq. ft.)
 - Fertilizer — 800 to 1200 lbs per Acre (25 lbs per 1000 sq. ft.)

During the dates December 15th through May 31 ALL lime fertilizer, seed and mulch shall be applied to finished slopes of disturbed areas. During the months of June, July, October and November 1st through December 15th, lime fertilizer, seed and mulch shall be applied at the following rates:

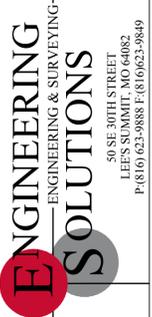
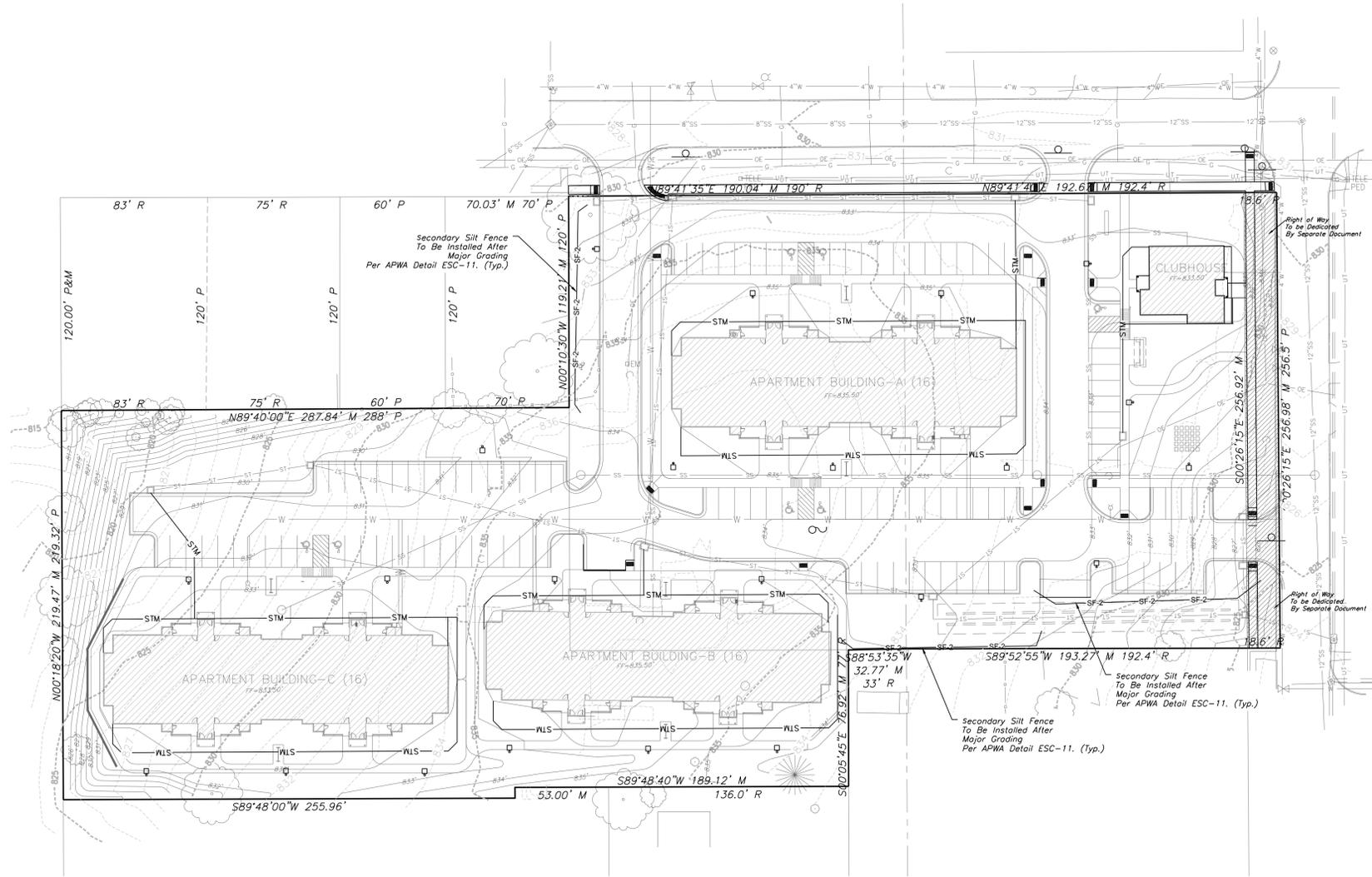
- Lime - 100% of specified quantity
- Fertilizer - 75% of the specified quantity
- Seed - 50% of the specified quantity
- Mulch - 100% of the specified quantity

To obtain the Certificate of Occupancy the City will require the grass to be established. If this cannot be accomplished by seeding the contractor shall sod the disturbed areas.

Mulch shall be Vegetative type, cereal straw from stalks of oats, rye, or barley, or approved equal. The straw shall be free of prohibited weed seed and relatively free of all other noxious and undesirable seed. Mulch shall be applied at the rate of 2 tons per acre, (70 to 90 lbs per 1000 sq. ft.). Mulch shall be embedded by a mulch anchoring tool or disk type roller having flat serrated disks spaced not more than 10 inches apart and cleaning scrapers shall be provided.

DURING ALL PHASES OF CONSTRUCTION,
INACTIVE AREA STABILIZATION METHODS AS
DESCRIBED IN APWA SECTION 5111.3 SHALL BE
USED TO CONTROL EROSION AND SILTATION.

NOTES: The Land Disturbance Plans indicates the Final placement of erosion control devices. The contractor(s) may proceed with construction prior to the final placement of these devices by providing additional devices to control erosion on their terms of work. These devices shall be maintained until the final devices are in place.



Professional Registration
Missouri
Engineering 2005002186-D
Surveying 2005008319-D
Kansas
Engineering E-1685
Surveying LS-218
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Engineering 6254
Nebraska
Engineering CA2821

THE RESERVE AT IRONWOOD
Oskaloosa, County, Iowa

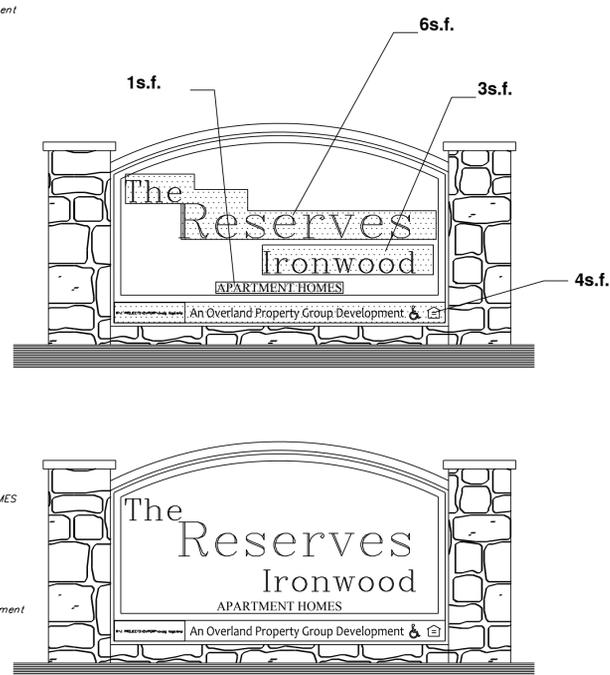
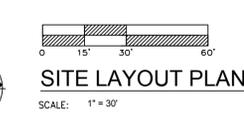
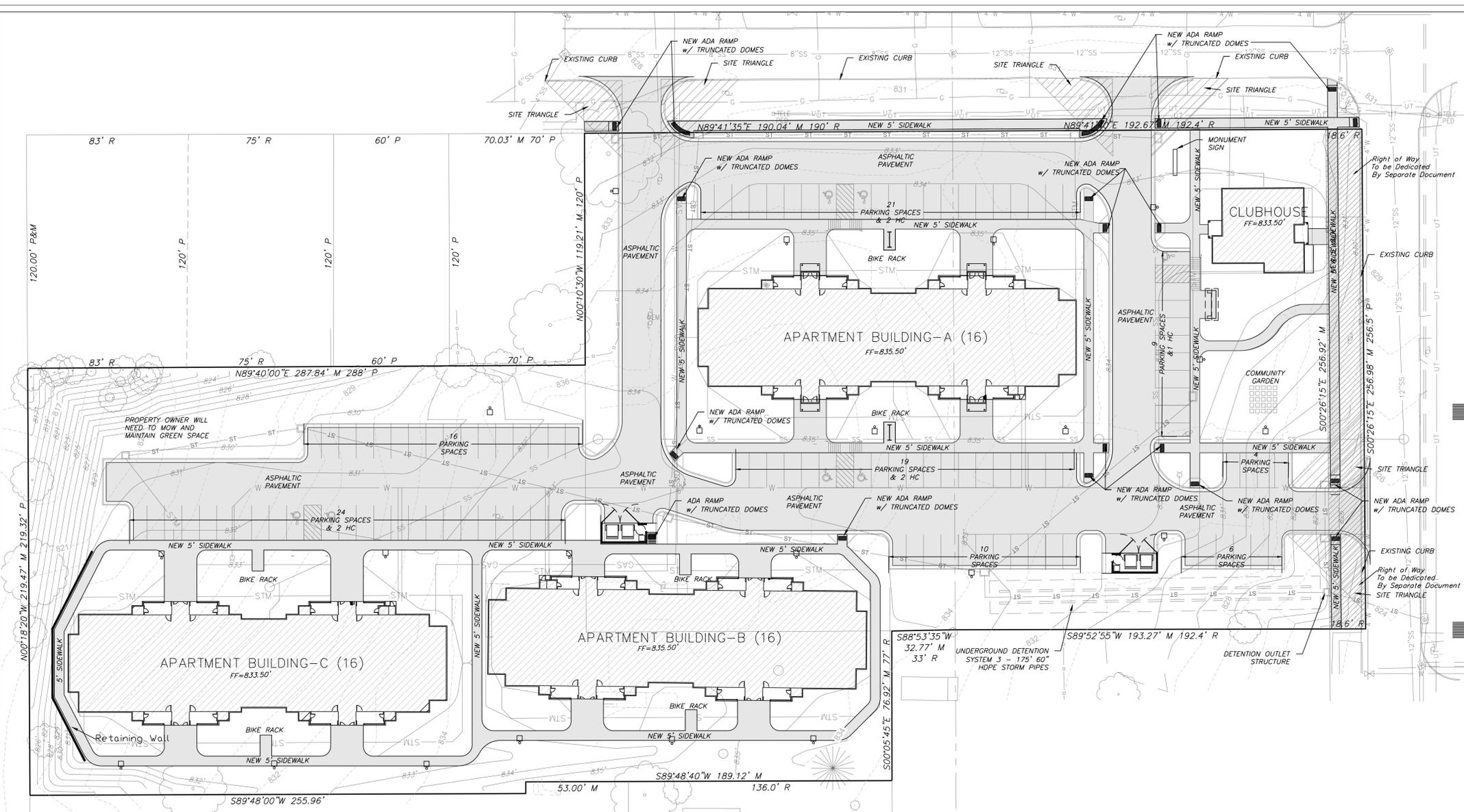
Project: The Reserves at Ironwood
Issue Date: June 15, 2014

Final Restoration Plan
Construction Plans for:
THE RESERVE AT IRONWOOD
Oskaloosa, County, Iowa



Matthew J. Schlicht
MO PE 2006019708
KS PE 19071
OK PE 25226
NE PE E-14335
IA PE

REVISIONS
City Comments 8-19-14
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City Comments 9-3-14



Site Data Table :

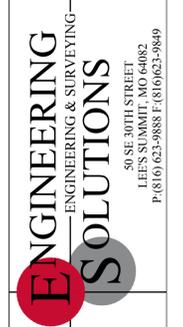
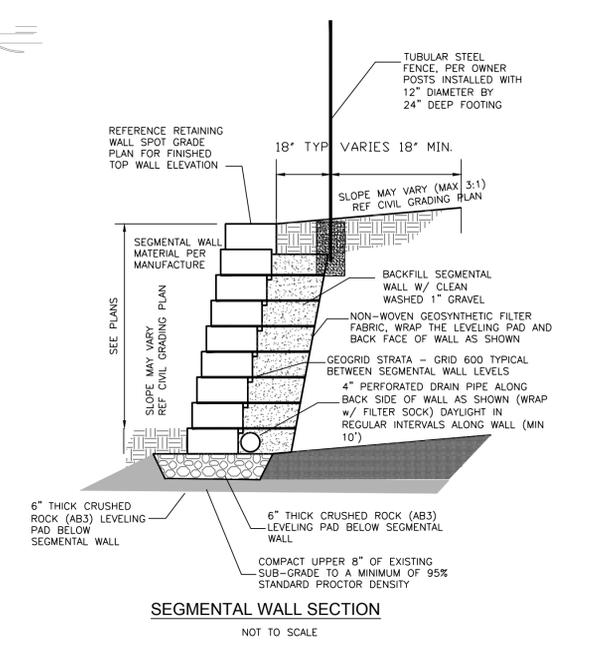
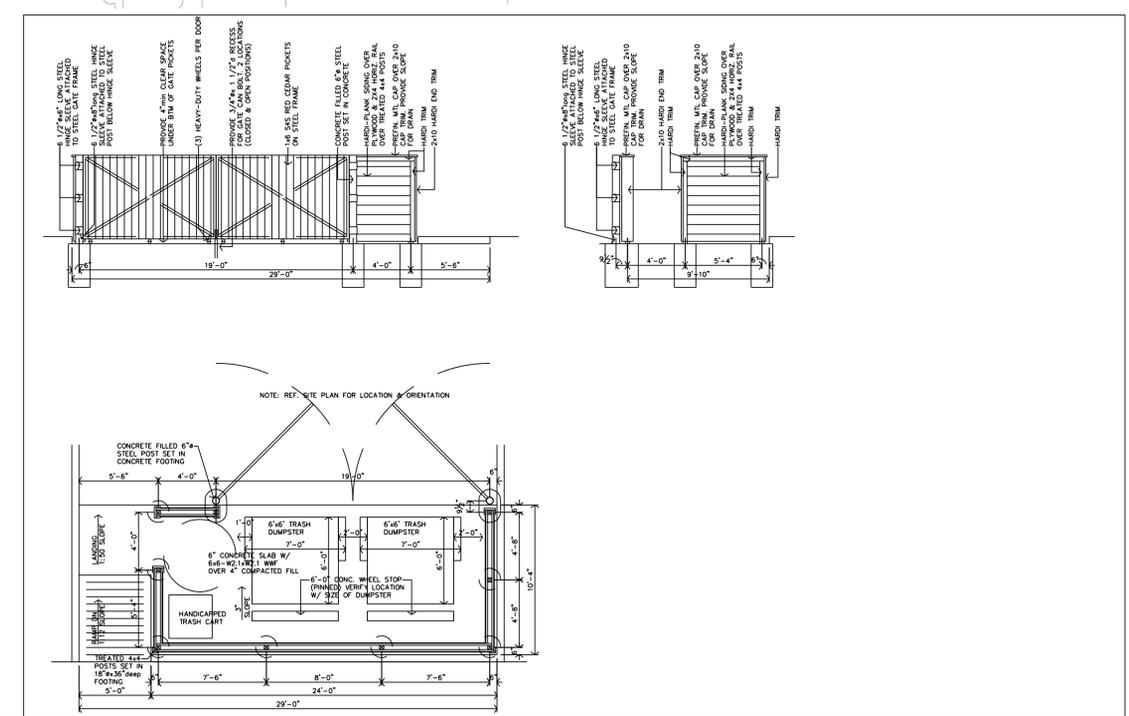
Lot Area:	4.093 Acres
Parking Area:	47365.00 Sq. Ft.
Building Area:	31,425 Sq. Ft.
	(9,900 per Floor - Two Story Buildings)
	(1,725 Community Bldg - Single Story)
Sidewalk Area:	15,278 Sq. Ft.
% Impervious Site:	52.7% of Site
Site Density:	
Total Number of Units:	48
Units / Acre:	11.74
Parking:	
Parking Spaces Provided:	109 Standard Parking Spaces & 7 Accessible Spaces
Parking Ratio Provided:	2.42 Spaces per unit
Current Zoning:	R-3
Front Set Back:	30'
Side Set Back Street:	15'
Rear Yard:	30'
Proposed Use:	Multi Family Residential

Sanitary Sewer Service
 Lot will be served by an existing public sanitary sewer main located on the eastern side of the lot

Water Service
 Water will be extended either to the 8" Main to the West or to the 12" Main to provided better water pressure and capacity

Storm Sewer
 Storm sewer system will be installed to convey the storm water runoff to Southeast corner of the site and the increase runoff is controlled by the proposed detention facility

Storm Water Detention
 The increase in storm water runoff will be controlled by the proposed detention facility located in the southeast portion of the site. The flows meet the requirements set forth by Iowa DNR



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 Surveying LS-218
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 Engineering 6264
 Nebraska
 Engineering CA2821

Project: The Reserves at Ironwood
 Issue Date: June 15, 2014

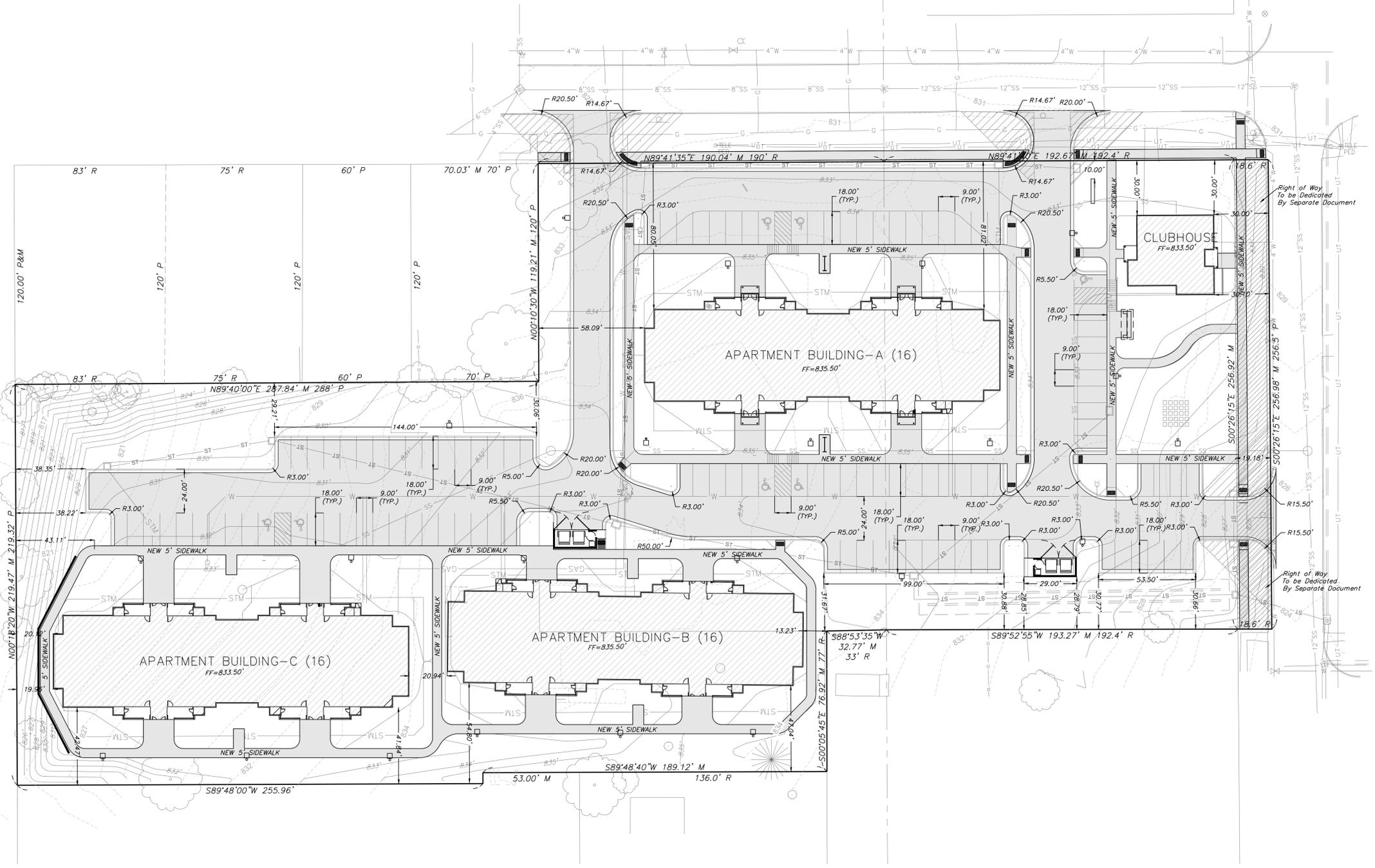
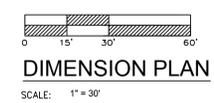
Site Layout Plan
 Construction Plans for:
THE RESERVE AT IRONWOOD
 Oskaloosa, County, Iowa



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 KS PE 19071
 OK PE 25226
 NE PE E-14335
 IA PE 22229

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City Comments 8-19-14
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Surveying LS-218
Oklahoma
Engineering 6264
Nebraska
Engineering CA2821

Project: THE RESERVE AT IRONWOOD
Oskaloosa, County, Iowa

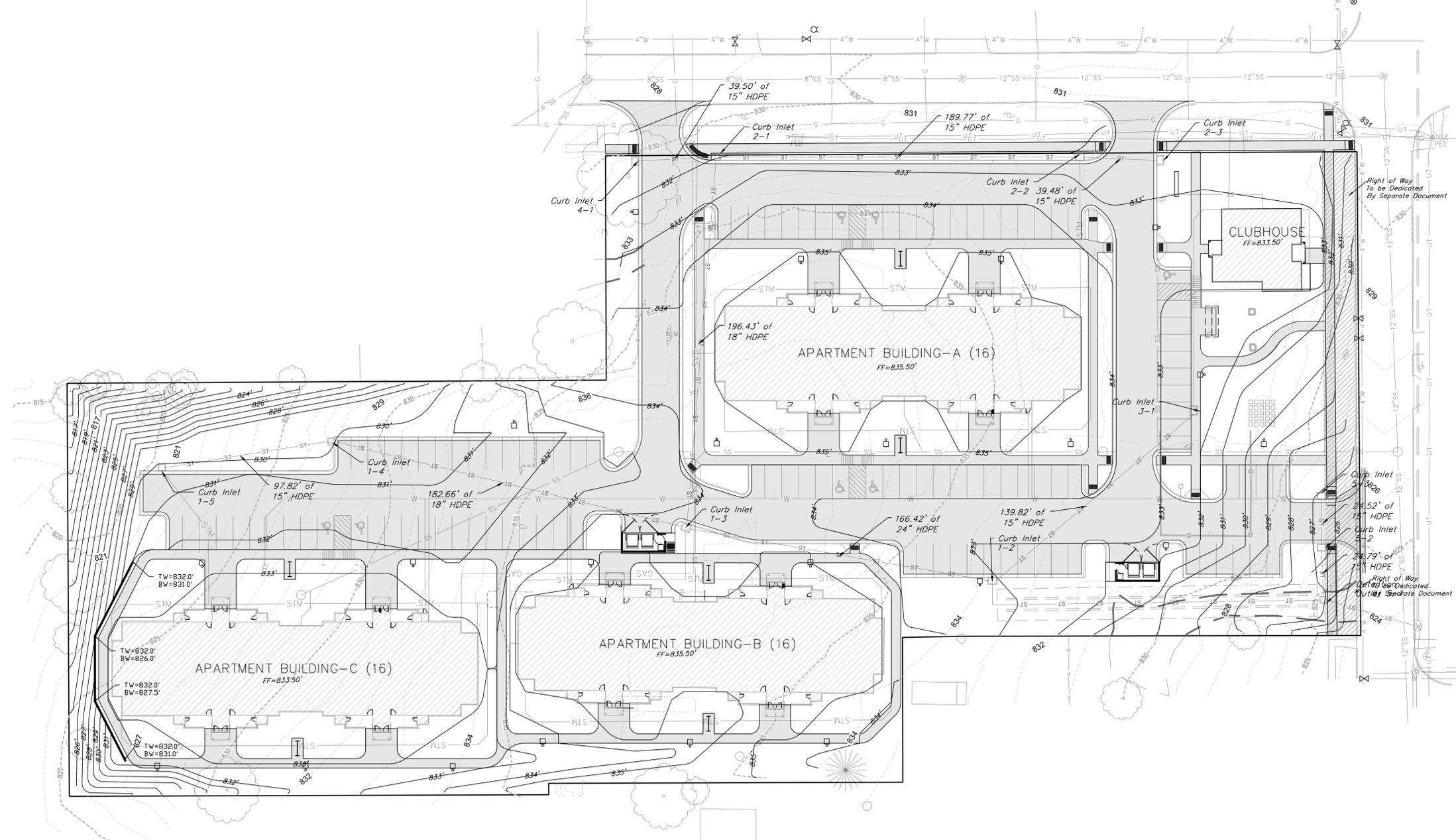
Project: The Reserves at Bl...
Issue Date: June 15, 2014

Dimension Plan
Construction Plans for:
THE RESERVE AT IRONWOOD
Oskaloosa, County, Iowa



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OK PE 25226
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IA PE 22229

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 - City Comments 9-3-14
 - City Comments 9-9-14



Professional Registration
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 Surveying 2006008319-D
 Kansas
 Engineering E-1695
 Surveying LS-218
 Oklahoma
 Engineering 6254
 Nebraska
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THE RESERVE AT IRONWOOD
 Oskaloosa, County, Iowa

Project: The Reserves at Ironwood
 Issue Date: June 15, 2014

Grading Plan
 Construction Plans for:
THE RESERVE AT IRONWOOD
 Oskaloosa, County, Iowa

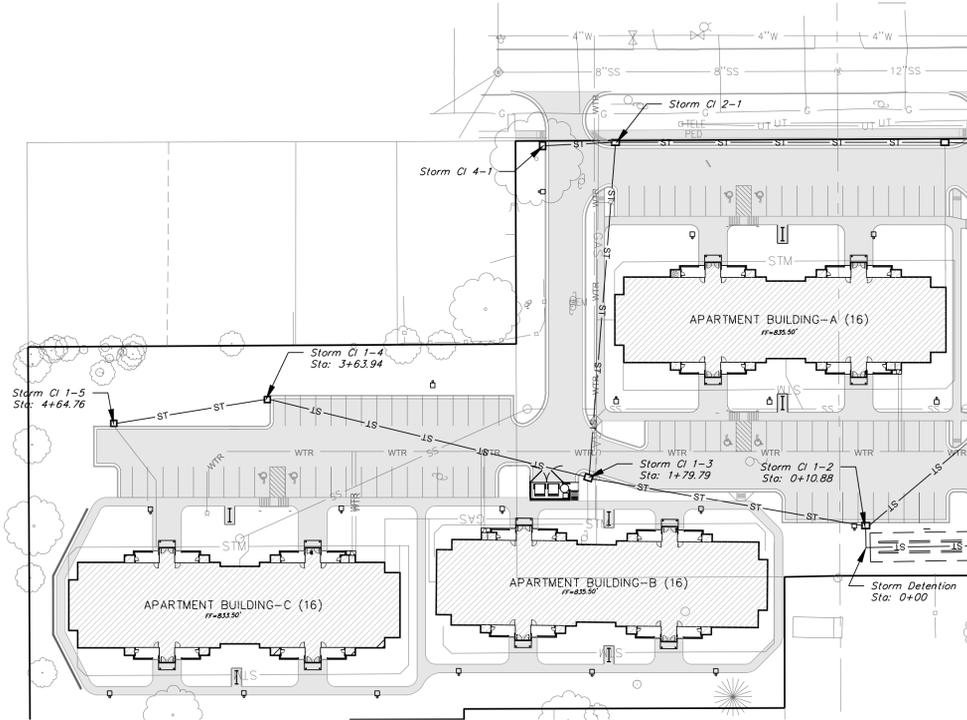
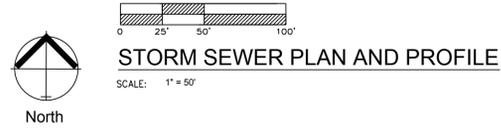


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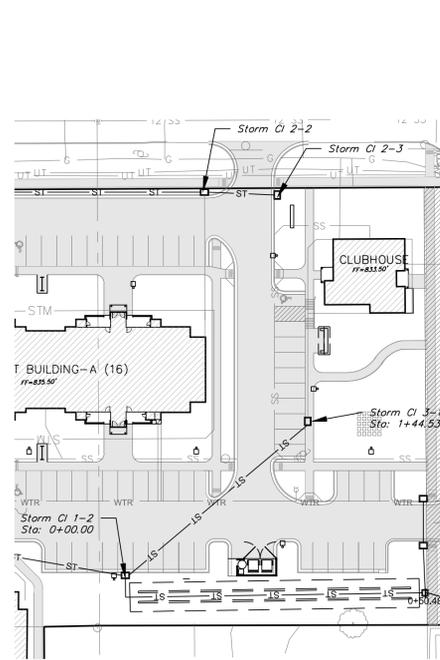
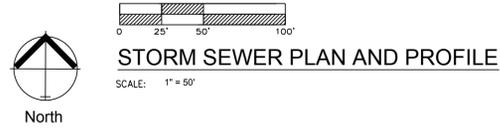
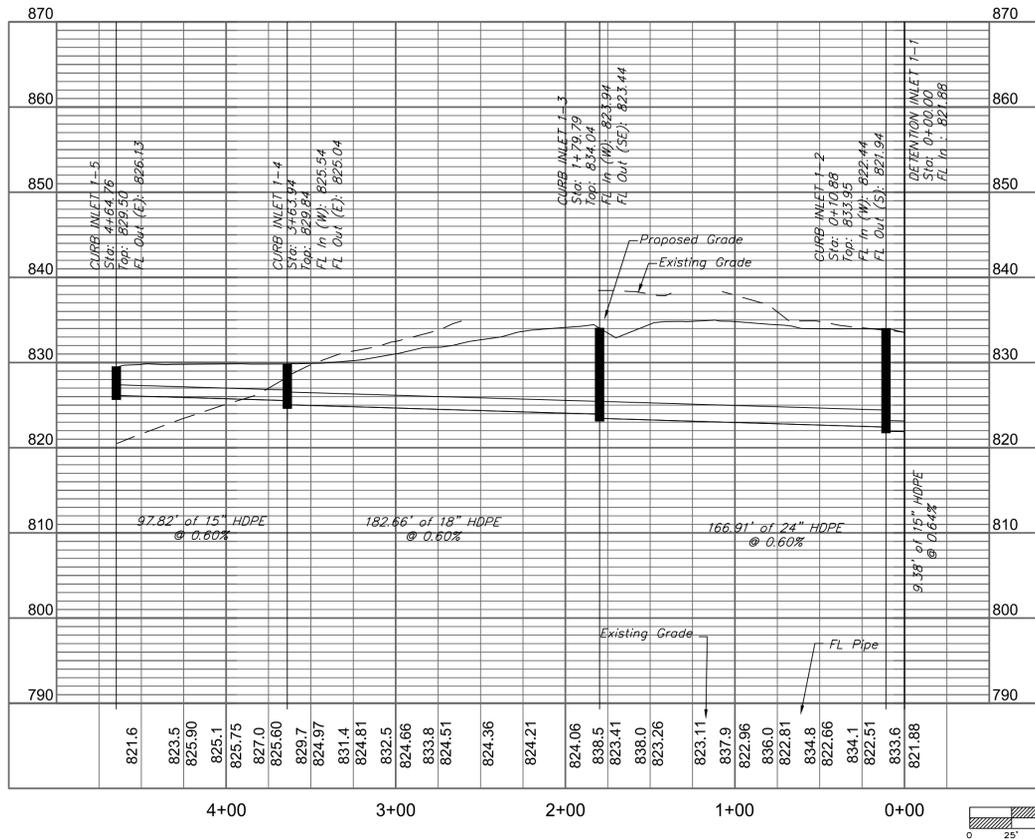
REVISIONS
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- Notes**
- Contractor is responsible for verifying all existing utility locations prior to excavation
 - These Numbers are estimates only and shall be verified by contractor prior to final bid.
 - There are no known natural or artificial water storage detention areas, or wetlands in the area designated for construction
 - No part of the project lies within the 100 year flood plain
 - All erosion and sediment control measures need to be implemented prior to construction
 - Additional erosion control may be required by the City Engineer, Design Engineer or Owner at any time problematic areas are noted in the field or existing measures are found to be ineffective
 - Soil Stabilization of disturbed areas shall be completed within 14 days of construction inactivity
 - Contractor responsible for all density testing of roadway subgrade and granular base.
 - Contractor responsible to provide Engineering Solutions an Asbuilt topographic survey of the site to verify grades if required by developer, city or Architect.

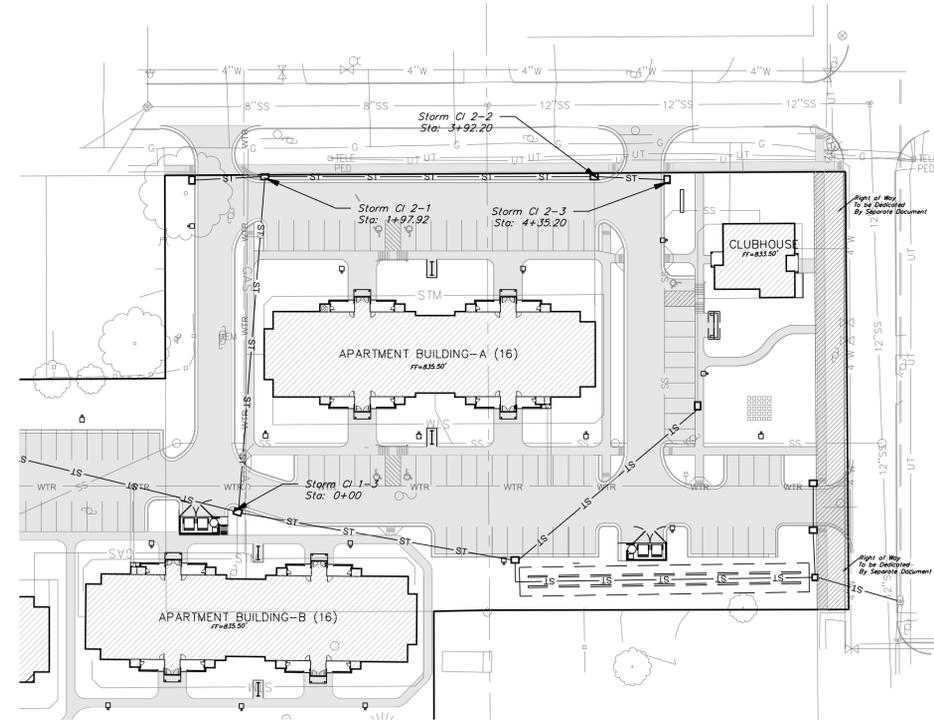
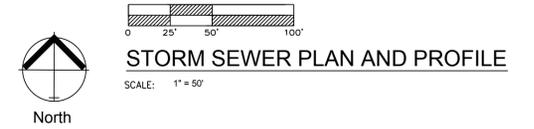
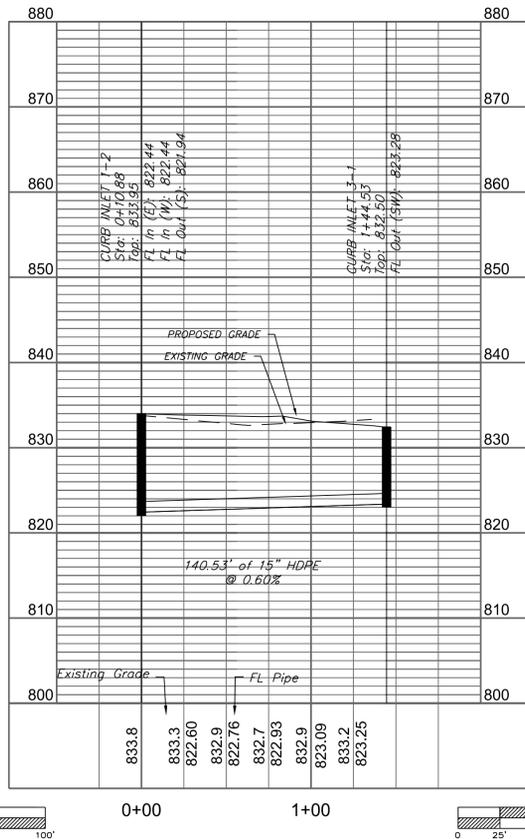
NOTE:
 1. ALL FILL AREAS SHALL BE ENGINEERED FILL IN ACCORDANCE TO THE SOIL STUDY.
 3. CONTOURS ARE APPROXIMATE SPOT ELEVATIONS SHALL BE USED FOR FINAL GRADING.



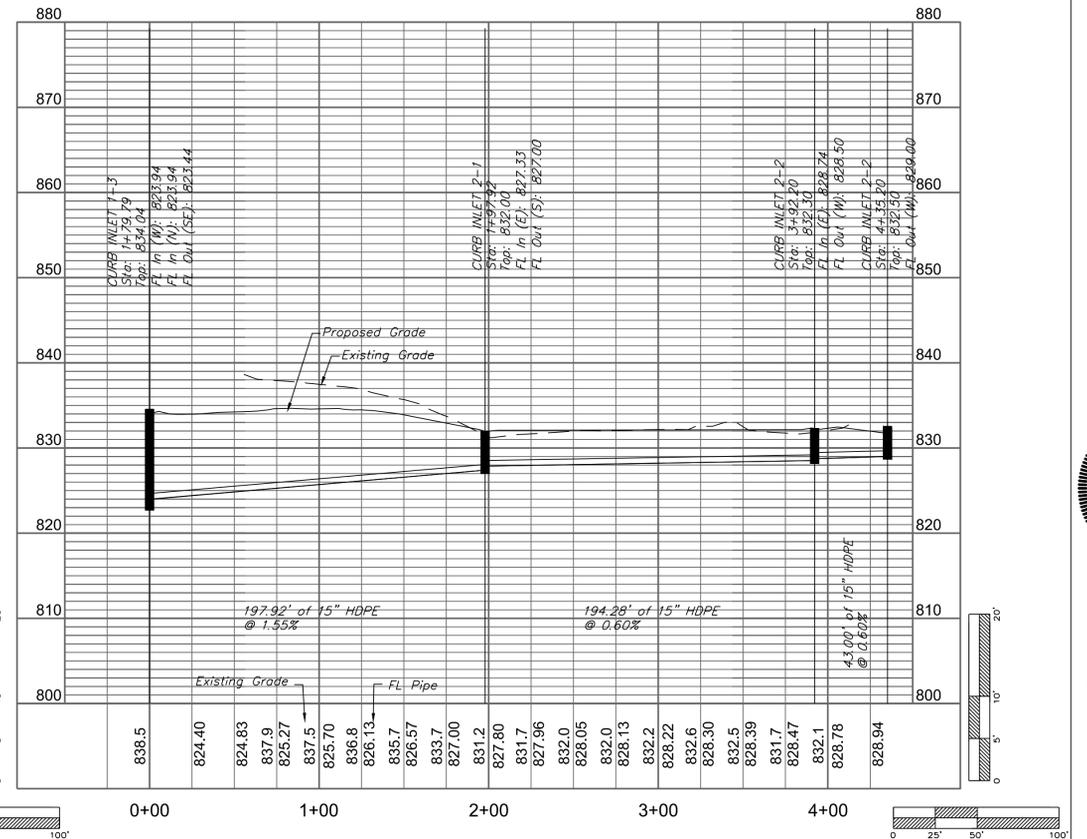
STORM LINE 1



STORM LINE 3



STORM LINE 2



Professional Registration
Missouri
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Surveying 2005002019-D
Kansas
Engineering E-1695
Surveying LS-218
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THE RESERVE AT IRONWOOD
Oskaloosa, County, Iowa

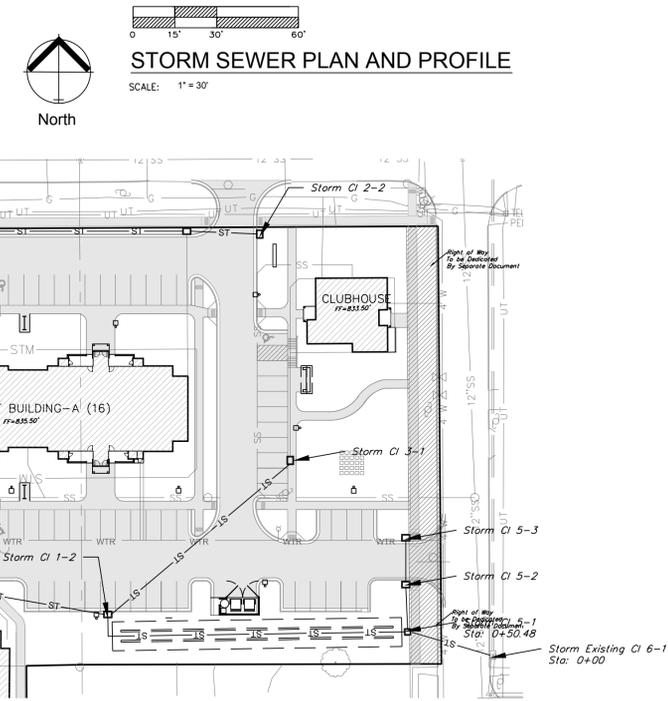
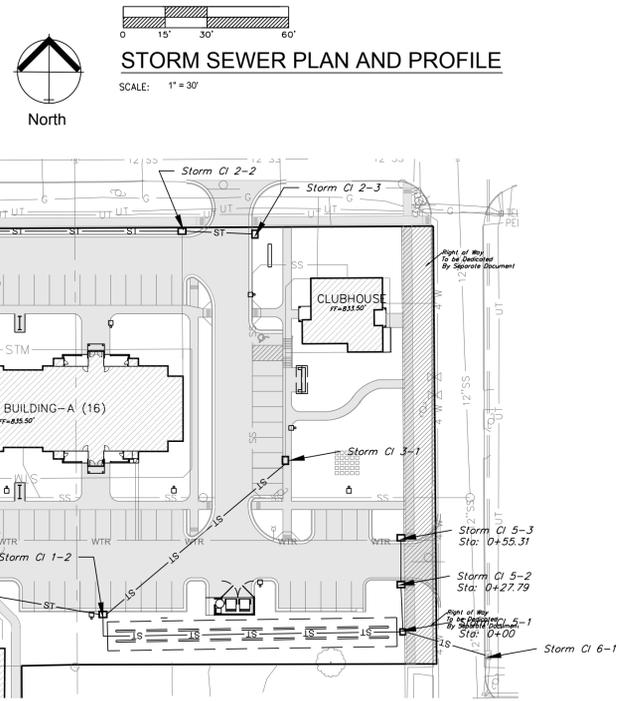
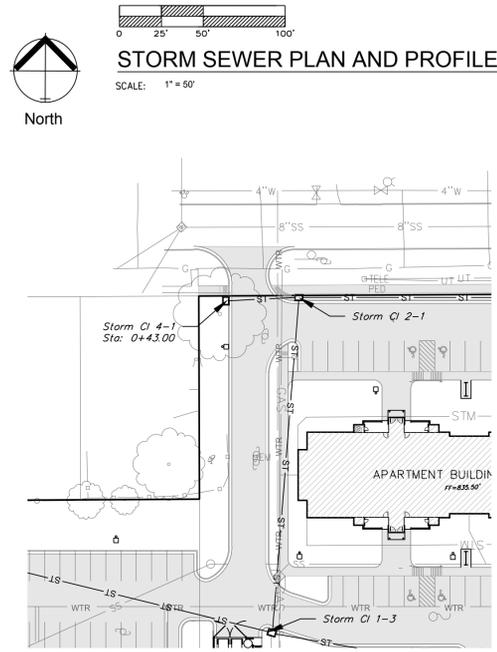
Project: The Reserves at Ironwood
Issue Date: June 15, 2014

Storm Sewer Plan and Profile
Construction Plans for:
THE RESERVE AT IRONWOOD
Oskaloosa, County, Iowa

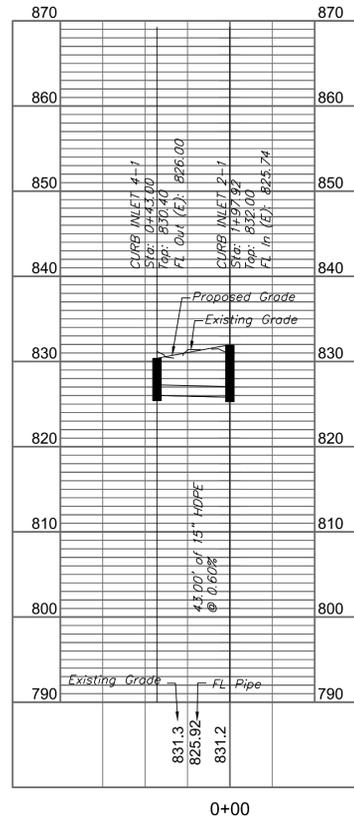


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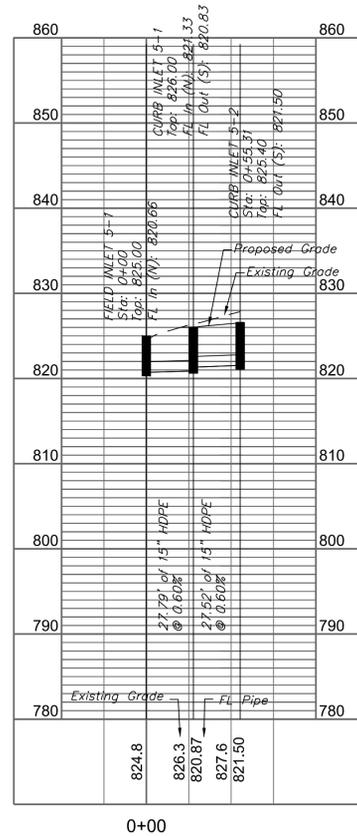
REVISIONS
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City Comments 8-29-14
City Comments 9-3-14



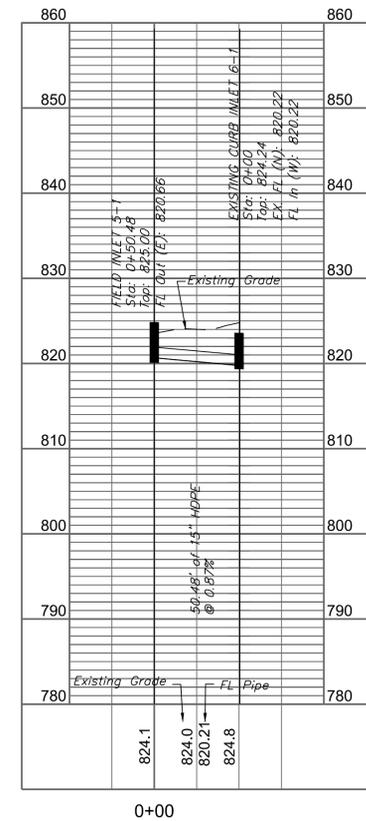
STORM LINE 4



STORM LINE 5



STORM LINE 6



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THE RESERVE AT IRONWOOD
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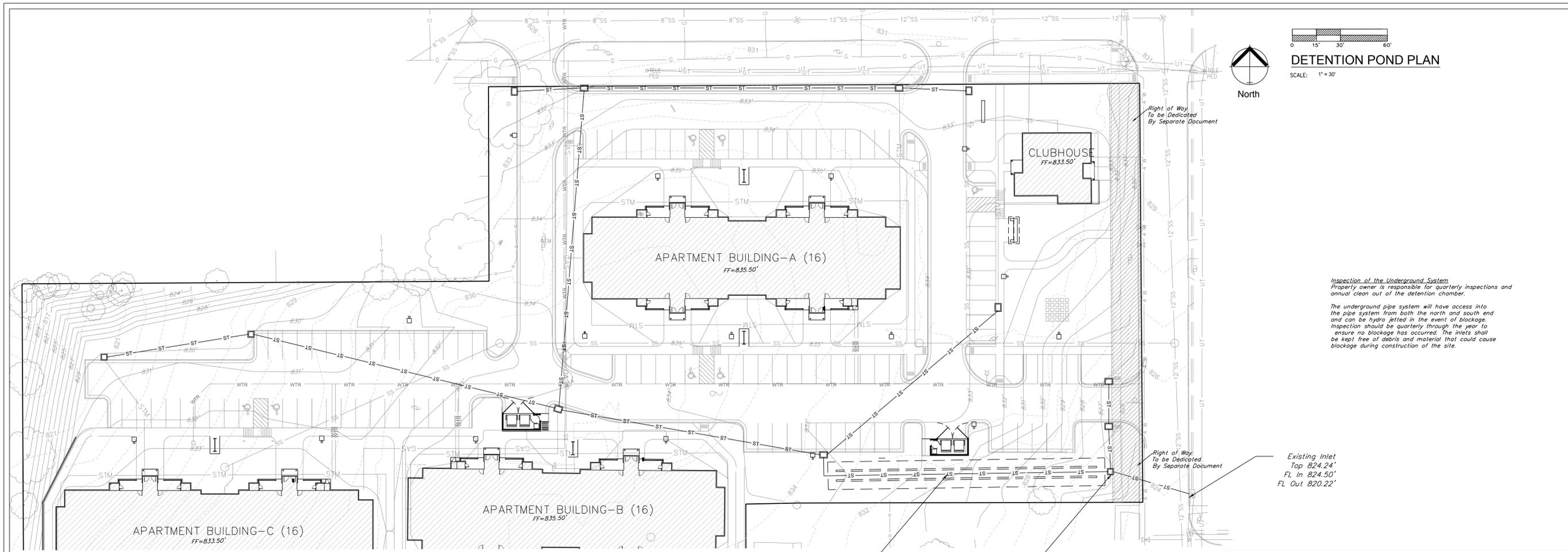
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Storm Sewer Plan and Profile
 Construction Plans for:
 THE RESERVE AT IRONWOOD
 Oskaloosa, County, Iowa

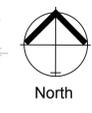


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DETENTION POND PLAN
SCALE: 1" = 30'

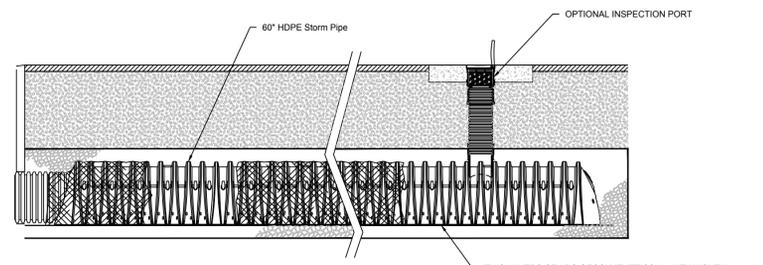


Inspection of the Underground System
Property owner is responsible for quarterly inspections and annual clean out of the detention chamber.

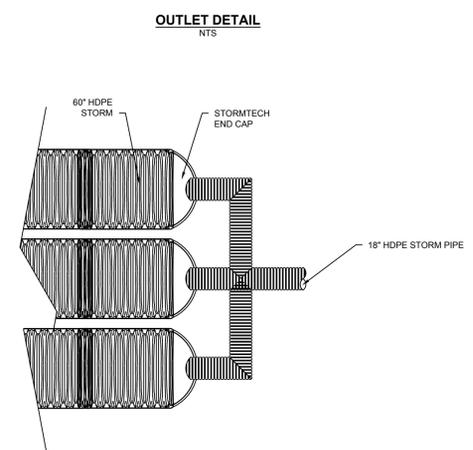
The underground pipe system will have access into the pipe system from both the north and south end and can be hydro jetted in the event of blockage. Inspection should be quarterly through the year to ensure no blockage has occurred. The inlets shall be kept free of debris and material that could cause blockage during construction of the site.

3 Cells of 60" HDPE Perforated Detention Chamber 175" w/ 18" of Granular Base Around the Entire Perimeter Total Capacity 17,003 @ 827.38'

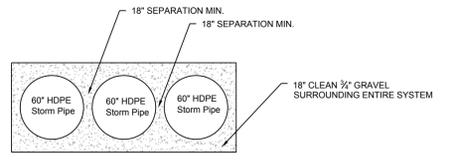
Detention Outlet Top 827.50' FL In 821.00' FL Out 821.00'



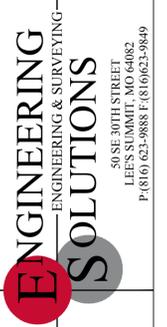
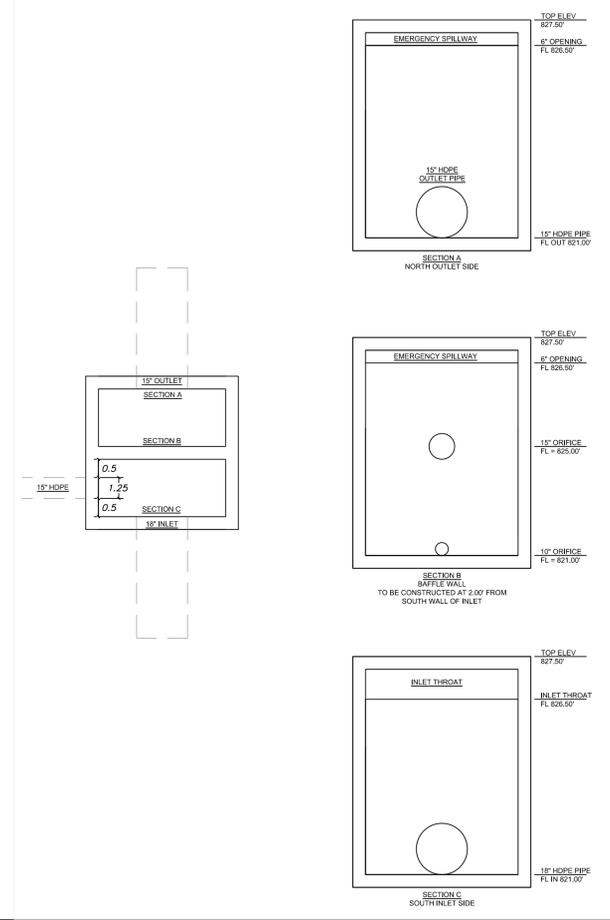
UNDERGROUND DETENTION DETAIL
NTS



OUTLET DETAIL
NTS



CROSS SECTION DETAIL
NTS

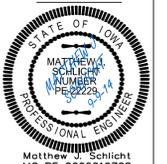


Professional Registration
Missouri
Engineering 2005002188-D
Surveying 2005002019-D
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THE RESERVE AT IRONWOOD
Oskaloosa, County, Iowa

Project: The Reserves at Ironwood
Issue Date: June 15, 2014

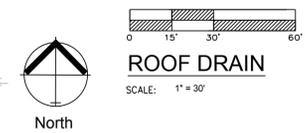
Detention Pond Plan
Construction Plans for:
THE RESERVE AT IRONWOOD
Oskaloosa, County, Iowa



Matthew J. Schlicht
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KS PE 19071
OK PE 25226
NE PE E-14335
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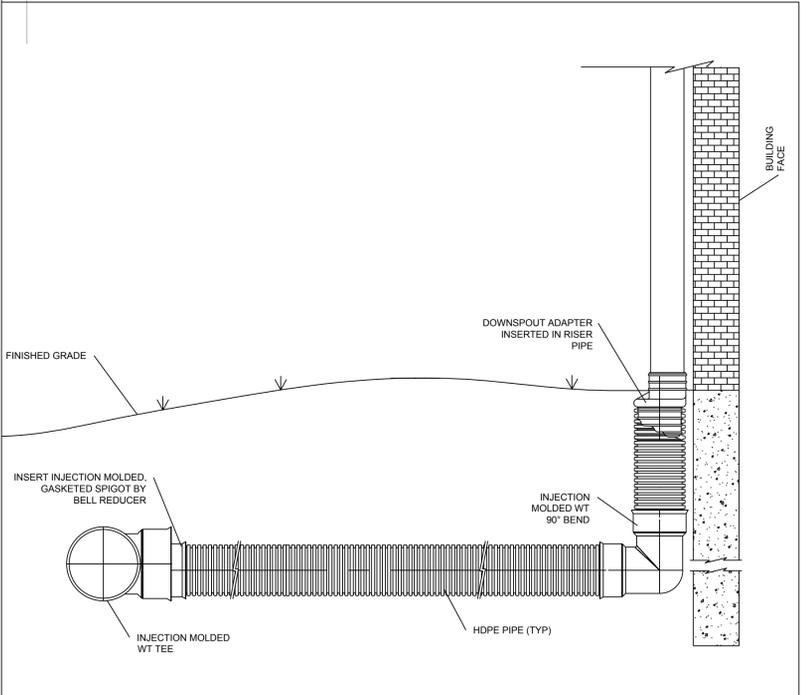
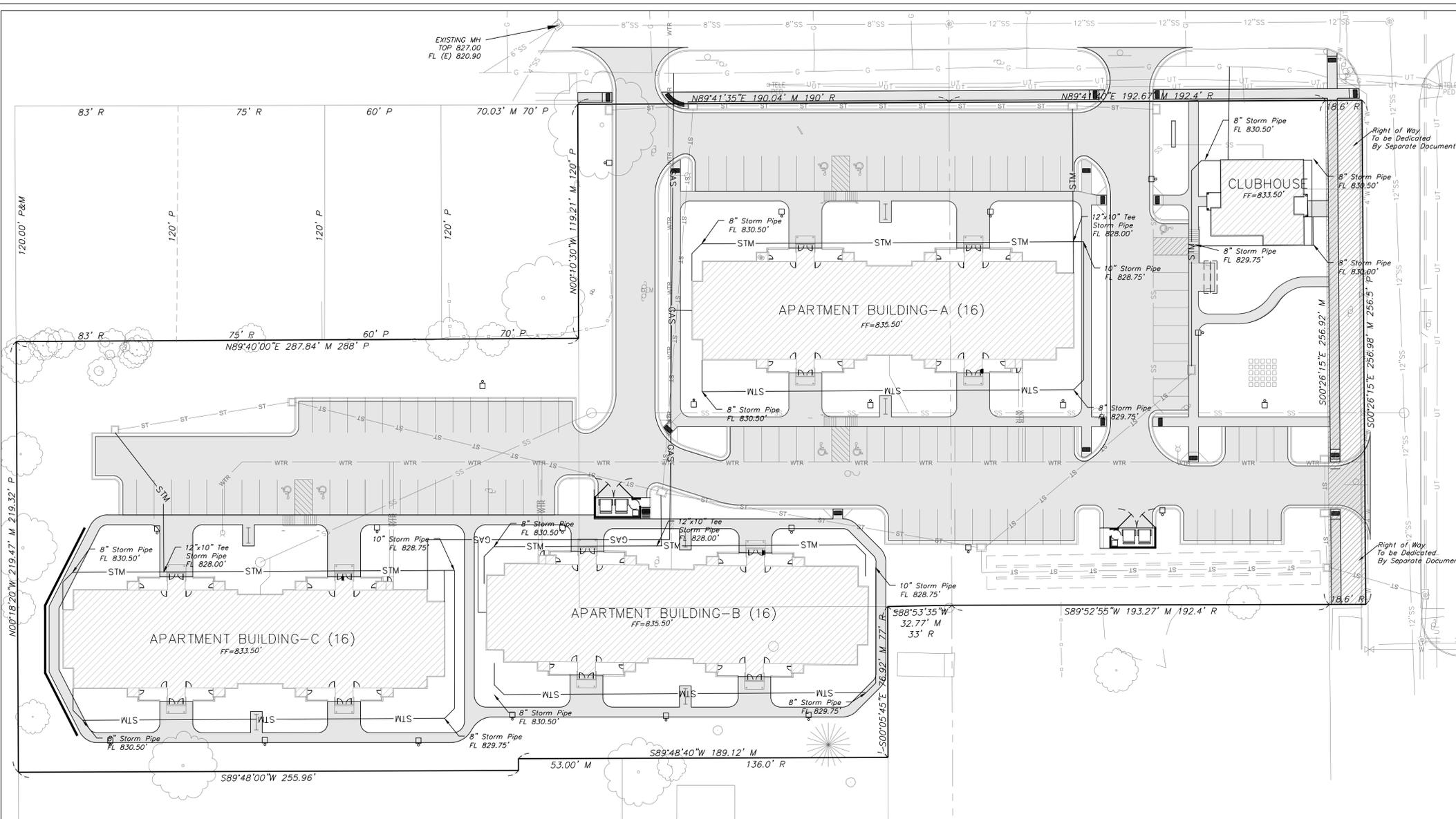
REVISIONS
City Comments 8-19-14
City Comments 8-29-14
City Comments 9-3-14
City Comments 9-9-14

EXISTING MH
TOP 827.00
FL (E) 820.90



PIPE QUANTITY TABLE

	BUILDING A	BUILDING B	BUILDING C	CLUB HOUSE
8" HDPE Storm Pipe	550'	550'	550'	225'
10" HDPE Storm Pipe	75'	75'	75'	0'
12" HDPE Storm Pipe	75'	25'	80'	0'



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THE RESERVE AT IRONWOOD
Oskaloosa, County, Iowa

Project: The Reserves at Ironwood
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Roof Drain Plan
Construction Plans for:
THE RESERVE AT IRONWOOD
Oskaloosa, County, Iowa

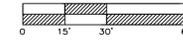


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KS PE 19071
OK PE 25226
NE PE E-14335
IA PE

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City Comments 9-3-14

EXISTING MH
TOP 827.00
FL (E) 820.90

EXISTING 8" SANITARY SEWER



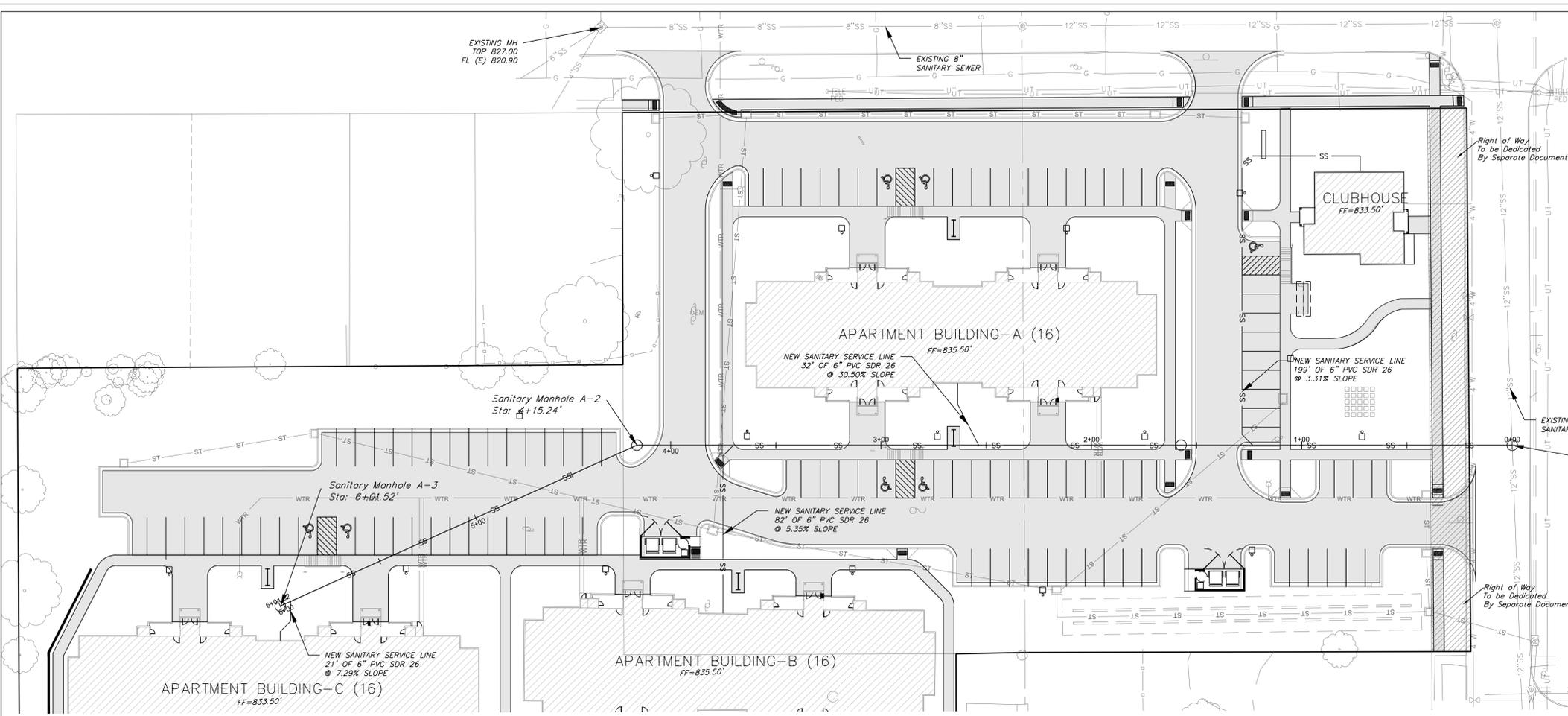
SANITARY SEWER PLAN AND PROFILE

SCALE: 1" = 30'

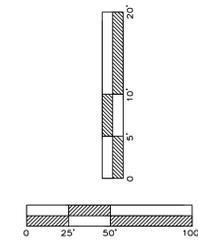
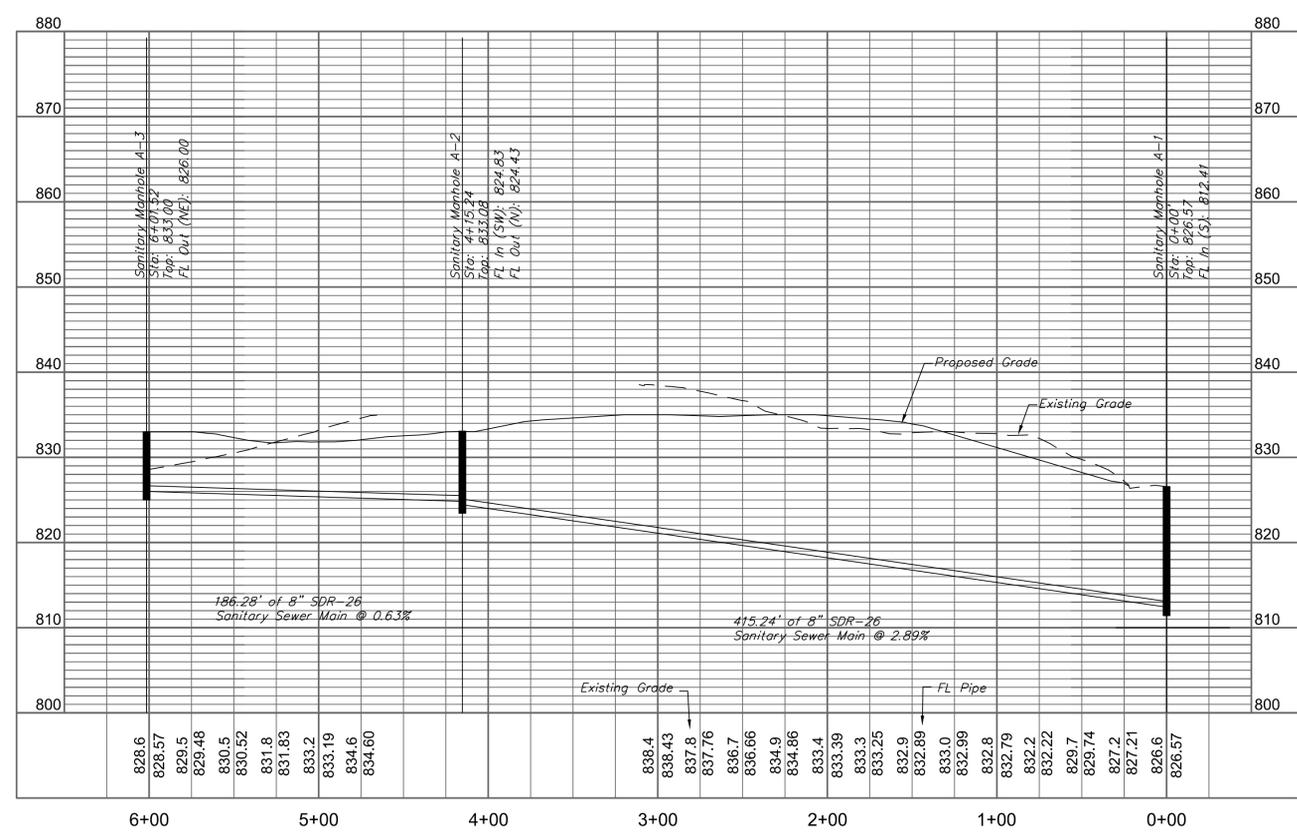


TABLE

	BUILDING A	BUILDING B	BUILDING C	CLUB HOUSE
F.F.E.	835.50'	833.50'	833.50'	833.50'
END STUB ELEVATION	829.50'	827.50'	827.50'	827.50'
STUB SIZE	6" PVC	6" PVC	6" PVC	6" PVC
LENGTH TO MAIN	32'	82'	21'	199'



SANITARY LINE A



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THE RESERVE AT IRONWOOD
Oskaloosa, County, Iowa

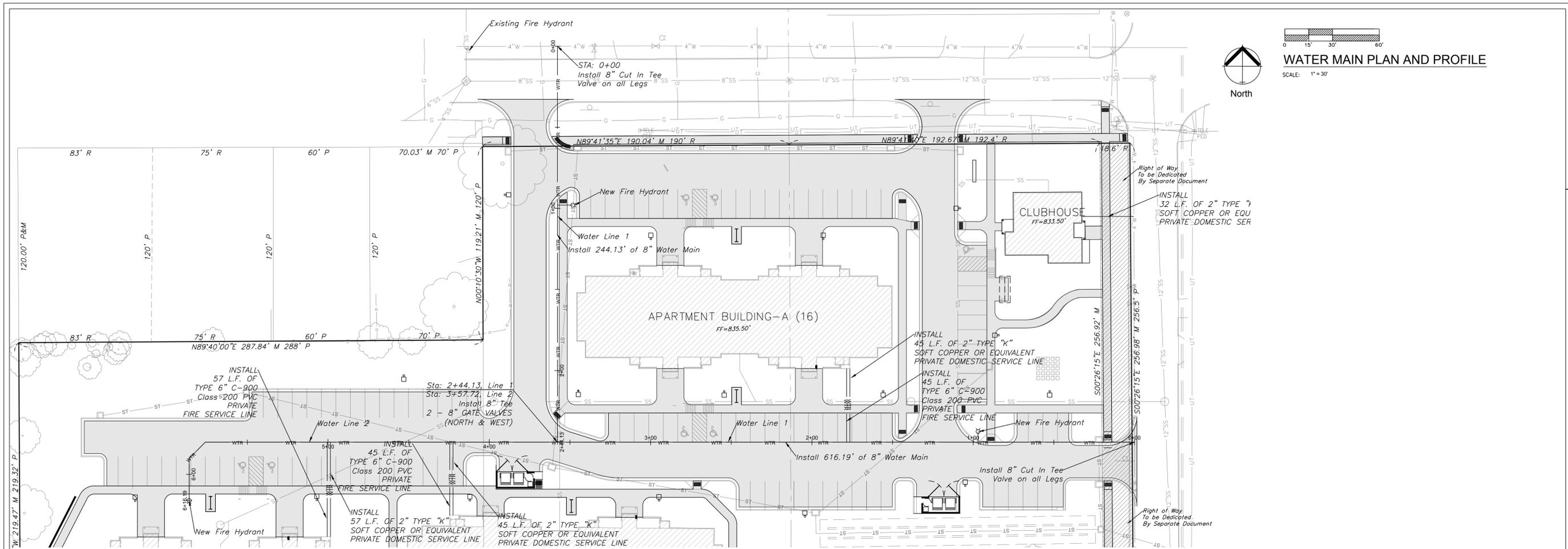
Project: The Reserves at Ironwood
Issue Date: June 15, 2014

Sanitary Sewer Plan and Profile
Construction Plans for:
THE RESERVE AT IRONWOOD
Oskaloosa, County, Iowa



Matthew Schlicht
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City Comments 9-3-14

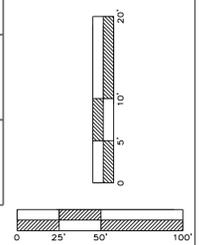
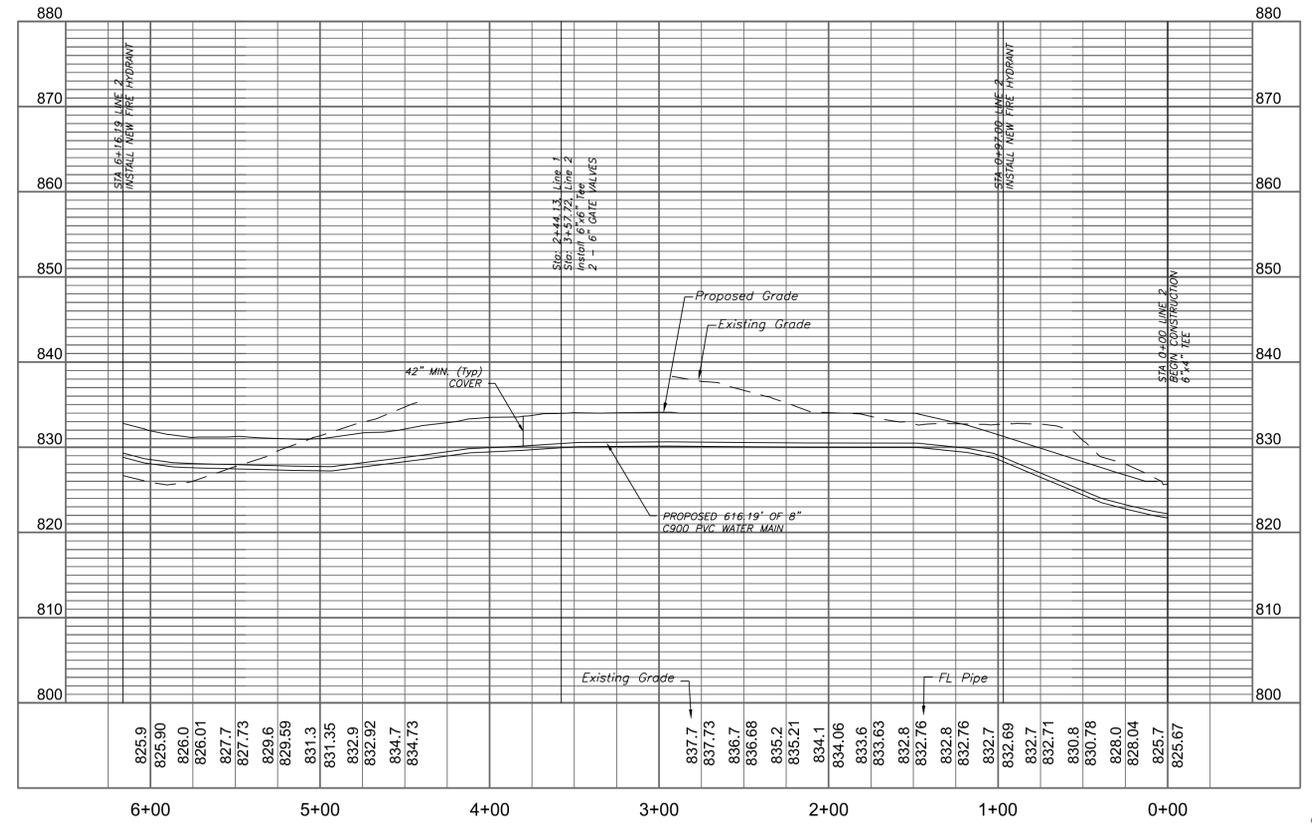
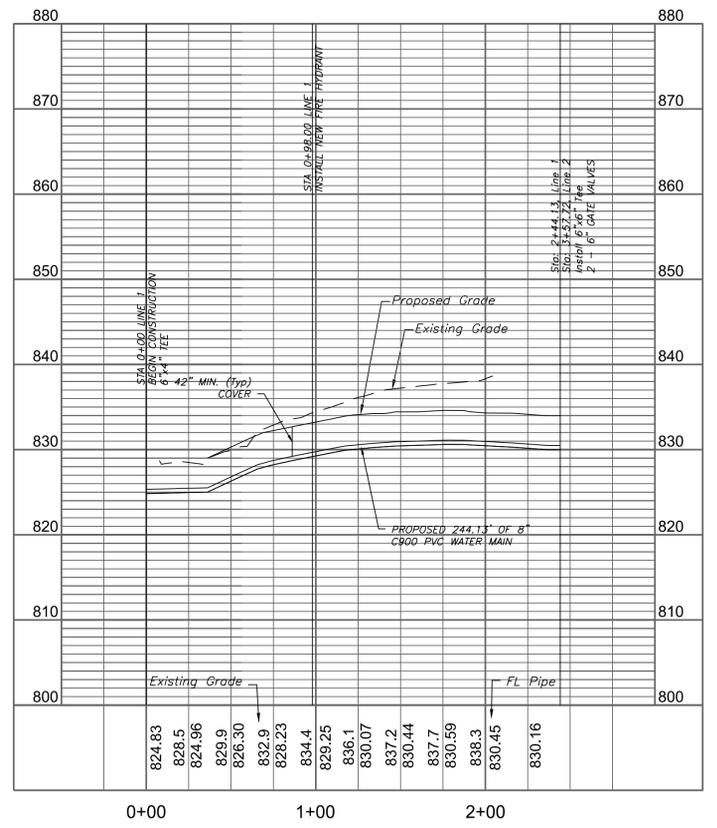


WATER MAIN PLAN AND PROFILE
SCALE: 1" = 30'



WATER LINE 1

WATER LINE 2



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Surveying 2005002019-D
Kansas
Engineering E-1695
Surveying LS-218
Oklahoma
Engineering 6254
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Engineering CA2821

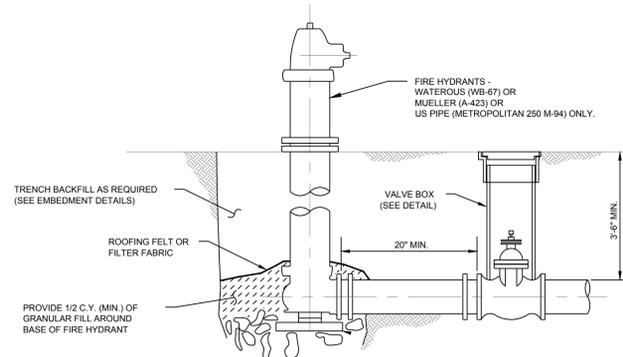
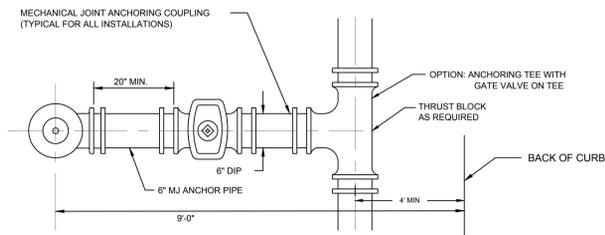
THE RESERVE AT IRONWOOD
Oskaloosa, County, Iowa

Project: The Reserves at Ironwood
Issue Date: June 15, 2014

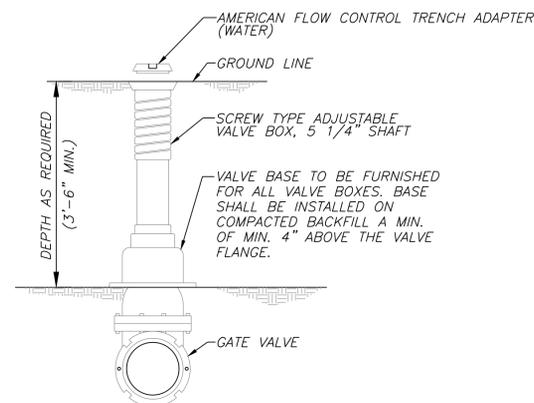
Water Plan and Profile
Construction Plans for:
THE RESERVE AT IRONWOOD
Oskaloosa, County, Iowa



REVISIONS
City Comments 8-19-14
City Comments 8-29-14
City Comments 9-3-14

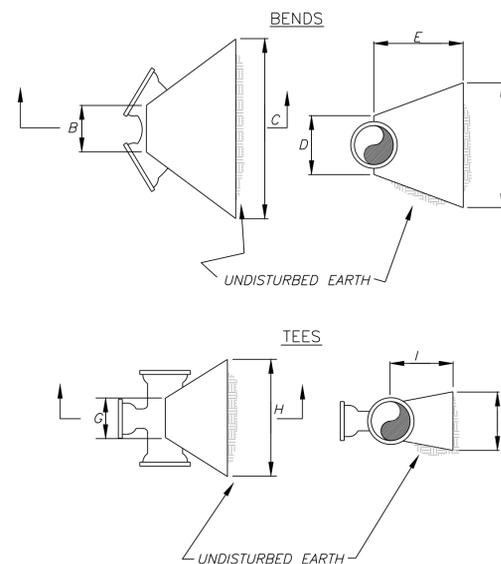


FIRE HYDRANT ASSEMBLY



TYPICAL GATE VALVE INSTALLATION DETAIL

N.T.S.



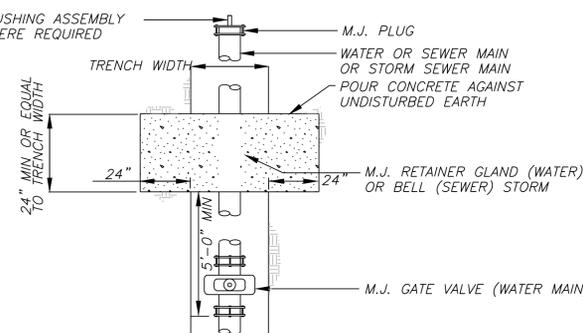
HORIZONTAL THRUST BLOCK DETAIL

BENDS	B	C	D	E	F
6"-11-1/4°	8	15	12	24	12
22-1/2°	8	19	12	24	13
45°	8	30	12	24	14
90°	8	30	12	24	27
8"-11-1/4°	8	20	12	24	12
22-1/2°	8	22	12	24	17
45°	8	30	12	24	24
90°	8	38	12	24	36
10"-8 1/2"-11 1/4°	8	24	12	24	12
22-1/2°	8	30	12	24	18
45°	8	36	12	24	30
90°	8	48	12	24	42
12"-11 1/4°	8	30	12	24	15
22-1/2°	8	35	12	24	25
45°	8	40	12	24	40
90°	8	60	12	24	52
16"-11 1/4°	12	24	18	24	18
22-1/2°	12	36	18	24	24
45°	12	48	18	24	36
90°	12	60	18	24	54

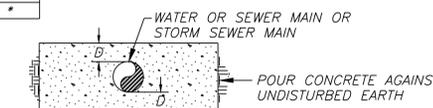
TEES	G	H	I	J
6" BRANCH	12	24	24	18
8" BRANCH	12	36	24	24
10" BRANCH	12	48	24	42
12" BRANCH	12	48	24	42
14" BRANCH	18	54	24	48
16" BRANCH	18	60	24	54

NOTE: ALL DIMENSIONS ARE GIVEN IN INCHES

- NOTES:**
- BELL HOLES SHALL BE DUG SO THAT NO PART OF THE BELL SHALL BE IN CONTACT WITH THE TRENCH.
 - BEDDING:
 - BEDDING FOR PIPE LESS THAN 12" IN DIAMETER SHALL BE JOB EXCAVATED MATERIAL FREE FROM DEBRIS AND STONES, COMPACTED TO 95% OF PROCTOR DENSITY AT OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D698. BEDDING SHALL BE COMPACTED IN 6" LIFTS.
 - BEDDING MATERIAL FOR PIPE 12" IN DIAMETER AND GREATER SHALL BE 1/2" TO 3/4" CRUSHED ROCK. SIX (6) INCHES OF BEDDING SHALL BE PROVIDED BENEATH THE PIPE.
 - BACKFILL SHALL BE JOB EXCAVATED MATERIAL FREE FROM DEBRIS AND STONES, COMPACTED TO 90% OF PROCTOR DENSITY AT OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D698. FOR BACKFILL UNDER PAVEMENT (EXISTING OR PROPOSED), SEE SD-9 AND SD-11.
 - TRENCH BOTTOMS SHALL CONTAIN 6" CRUSHED ROCK BEDDING UNDER PIPE AS SHOWN IN TYPICAL TRENCH SECTION.
 - TRENCHING SHALL BE IN ACCORDANCE WITH CURRENT OSHA REGULATIONS. SLOPES MUST NOT EXTEND BELOW TOP OF BEDDING.
 - MINIMUM AND MAXIMUM WIDTHS SHALL BE IN ACCORDANCE WITH PIPE MANUFACTURER'S RECOMMENDATION AS APPROVED ON ENGINEERING PLANS.



PIPE SIZE	D MIN.
6"	4"
8"	7"
12"	15"
>12"	*



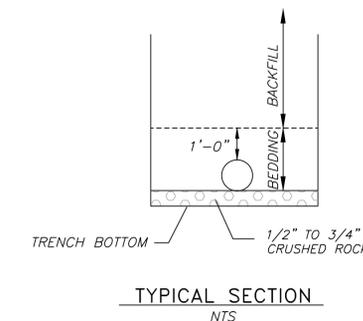
*CALCULATIONS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL

STRADDLE BLOCK DETAIL

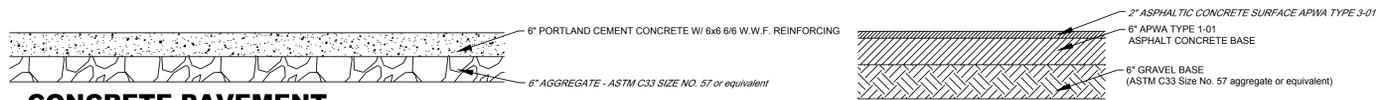
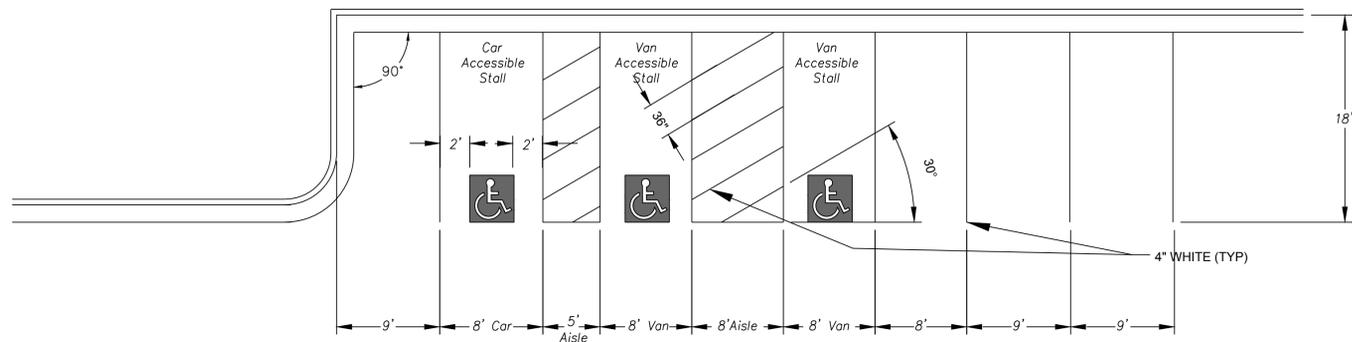
UNDERGROUND PIPE INSTALLATION FOR WATER LINES

NOTES:

- BACKFILL SHALL BE JOB EXCAVATED MATERIAL FREE FROM DEBRIS AND STONES COMPACTED TO 90% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D698. FOR BACKFILL UNDER PAVEMENT (EXISTING OR PROPOSED)
- TRENCH BANKS MAY BE CUT BACK ON SLOPES IN ACCORDANCE WITH CURRENT OSHA REGULATIONS, BUT ONLY IN AREAS WHERE THE INCREASED TRENCH WIDTH WILL NOT INTERFERE WITH SURFACE FEATURES. SLOPES MUST NOT EXTEND BELOW TOP OF BEDDING.
- MINIMUM AND MAXIMUM WIDTHS SHALL BE IN ACCORDANCE WITH PIPE MANUFACTURER'S RECOMMENDATION AS APPROVED ON ENGINEERING PLANS.



TYPICAL SECTION
N.T.S.

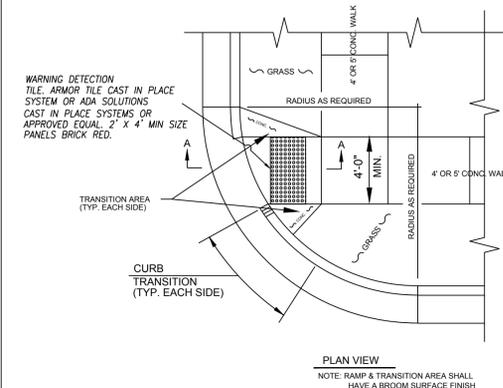
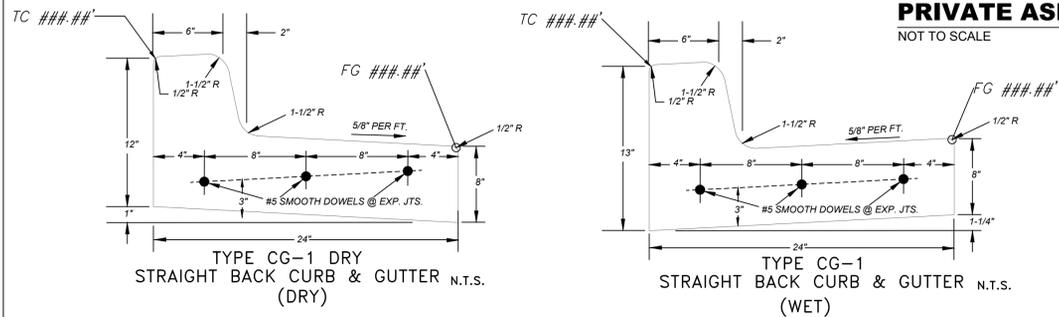


CONCRETE PAVEMENT

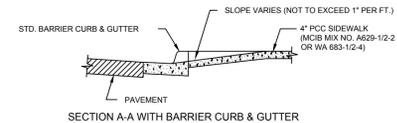
NOT TO SCALE

PRIVATE ASPHALT PAVEMENT

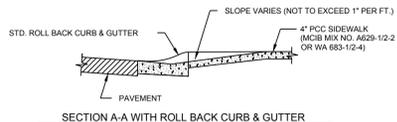
NOT TO SCALE



PLAN VIEW
NOTE: RAMP & TRANSITION AREA SHALL HAVE A BROOM SURFACE FINISH

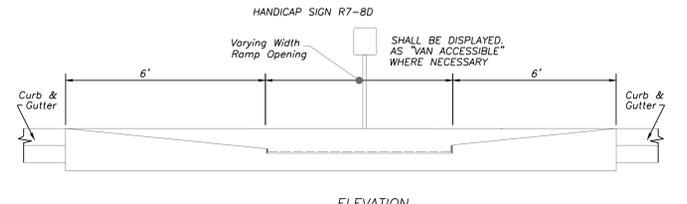


SECTION A-A WITH BARRIER CURB & GUTTER



SECTION A-A WITH ROLL BACK CURB & GUTTER

WHEEL CHAIR RAMP "B" DETAIL



ELEVATION



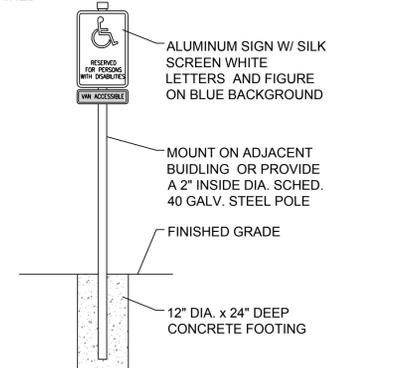
PLAN

ACCESSIBLE RAMP DETAILS

NOT TO SCALE

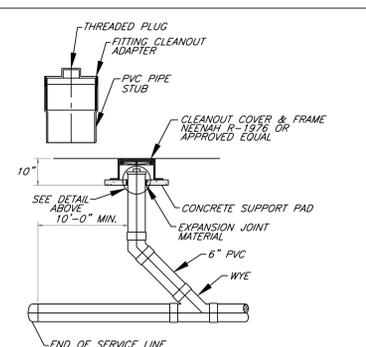
Ramp and ramp landings shall be constructed per ANSI 117.1-03 407.7

SIGN MAY BE WALL MOUNTED DIRECTLY TO BUILDING. DIMENSIONS MUST BE MAINTAINED



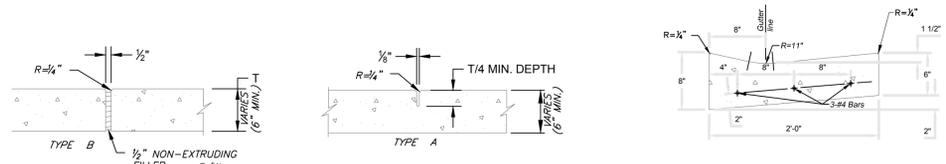
HANDICAP SIGN DETAIL

NOT TO SCALE

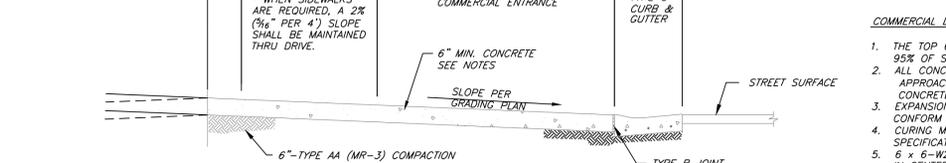


SANITARY SEWER CLEANOUT DETAIL

NOT TO SCALE



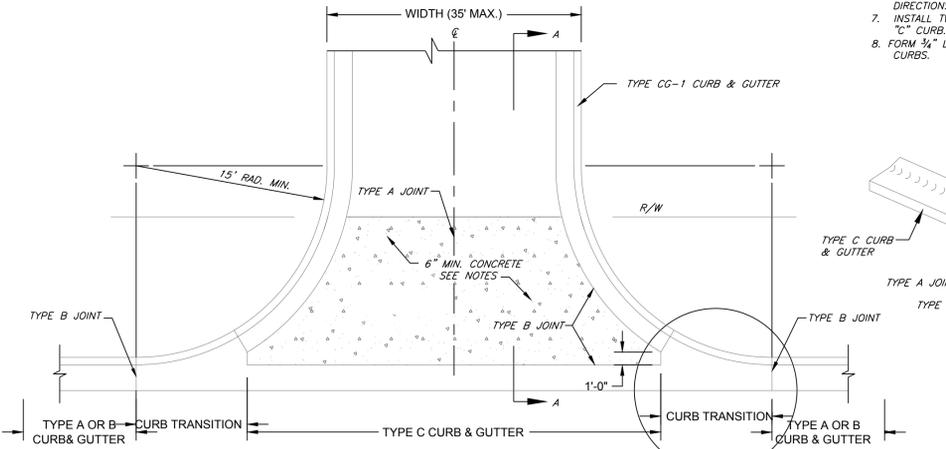
STANDARD TYPE "C" CURB & GUTTER



SECTION A-A

COMMERCIAL DRIVE NOTES:

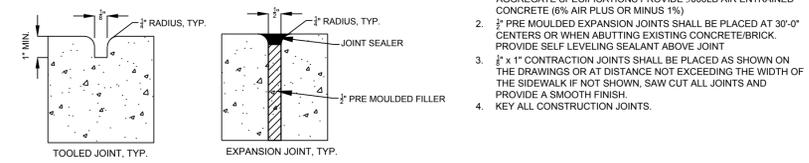
1. THE TOP 6" OF DRIVEWAY SUBGRADE SHALL BE COMPACTED TO 95% OF STANDARD MAXIMUM DENSITY.
2. ALL CONCRETE POURED ON THE ROW (SIDEWALK, DRIVE APPROACH, CURBS) SHALL UTILIZE AN APPROVED KCMMB-4k CONCRETE MIX DESIGN.
3. EXPANSION JOINT FILLER AND JOINT SEALING COMPOUND SHALL CONFORM TO STANDARD SPECIFICATIONS SECTION 2209.2 (APWA).
4. CURING MEMBRANES SHALL CONFORM TO STANDARD SPECIFICATIONS SECTION 2208.2.F (APWA).
5. 6 x 6-W2.9 x W2.9 REINFORCING SHALL BE PLACED IN CENTER OF SLAB THICKNESS.
6. CONTRACTION JOINTS SHALL BE SPACED AT 12' MAX., BOTH DIRECTIONS.
7. INSTALL TWO 3/8" x 2' SMOOTH DOWELS AT JOINTS FOR TYPE "C" CURB. SEE CURB STANDARDS FOR PLACEMENT.
8. FORM 3/4" LIP AT PAVEMENT LINE ON DRIVES IN TYPE "B" CURBS.



PLAN

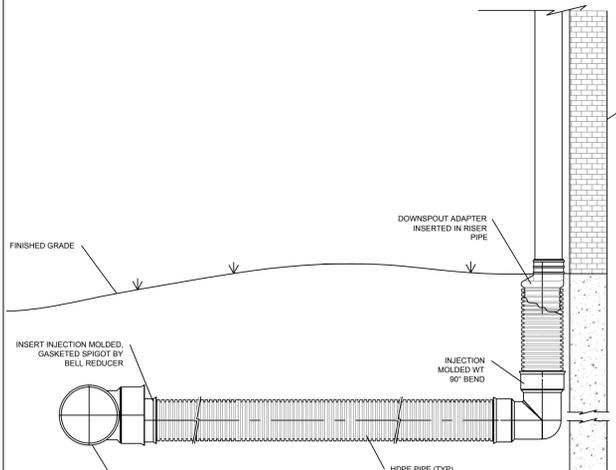
COMMERCIAL ENTRANCE

NOT TO SCALE

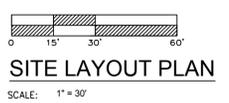
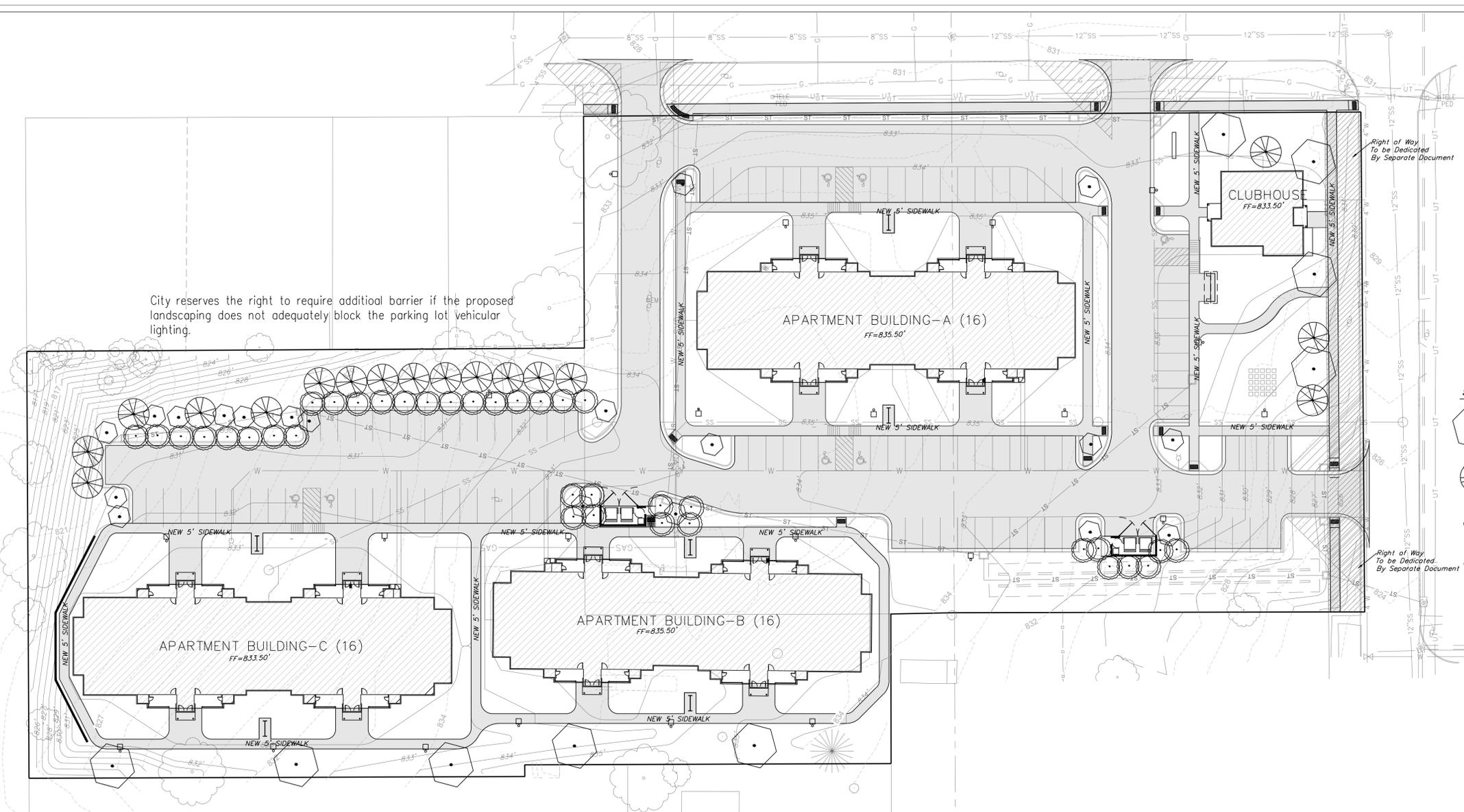


SIDWALK DETAIL

NOT TO SCALE



INJECTION MOLDED HDPE PIPE (TYP)



City reserves the right to require additional barrier if the proposed landscaping does not adequately block the parking lot vehicular lighting.

PLANTING GUIDE

SYMBOL	QUANT.	KEY	NAME	SIZE
	9	TA	AMERICAN BASSWOOD LINDEN TILIA AMERICANA	2" CAL.
	17	NS	NORWAY SPRUCE PICEA OBIES	6' HT.
	19	RB	OKLAHOMA REDBUD CERCIS RENIFORMIS "OKLAHOMA"	2" CAL.
	36	JCH	HOLBERT CHINESE JUNIPER JUNIPERUS CHINENSIS "HOLBERT"	#3 POT

GENERAL LANDSCAPE NOTES:

PLANT MATERIAL

- ALL PLANT MATERIAL SHALL BE FIRST CLASS REPRESENTATIVES OF SPECIFIED SPECIES, VARIETY OR CULTIVAR, IN HEALTHY CONDITION WITH NORMAL WELL DEVELOPED BRANCHES AND ROOT PATTERNS. PLANT MATERIAL MUST BE FREE OF OBJECTIONABLE FEATURES. PLANTS SHALL COMPLY IN ALL APPLICABLE RESPECTS WITH PROPER STANDARDS AS SET FORTH IN THE AMERICAN ASSOCIATION OF NURSERMEN'S "AMERICAN STANDARD OF NURSERY STOCK", ANSI Z601-2004.
- SHRUBS SHALL BE CONTAINER GROWN AND WILL BE FREE OF DISEASE AND PESTS. NO BARE ROOT. ALL PLANT BEDS TO BE MULCHED TO A DEPTH OF 3" WITH DARK BROWN, HARDWOOD MULCH. PLANTING BEDS ARE TO BE FREE OF WEEDS AND GRASS. PREPARE BEDS WITH A PRE-EMERGENT HERBICIDE PRIOR TO PLANTING AND MULCH PLACEMENT. APPLY IN ACCORDANCE WITH STANDARD TRADE PRACTICE.
- POLE AREA FOR TREE TO BE TWICE (2x) THE DIAMETER OF THE ROOT BALL AND ROOT BALL SHALL BE SLIGHTLY MOUNDING FOR WATER RUN-OFF.
- ALL PLANT MATERIALS SHALL BE PROTECTED FROM THE DRYING ACTION OF THE SUN AND WIND AFTER BEING DUG, WHILE BEING TRANSPORTED, AND WHILE AWAITING PLANTING. BALLS OF PLANTS WHICH CANNOT BE PLANTED IMMEDIATELY SHALL BE PROTECTED FROM DRYING ACTION BY COVERING THEM WITH MOST MULCH. PERIODICALLY, APPLY WATER TO MULCH-COVERED BALLS TO KEEP MOIST. IF PLANTING SHOULD OCCUR DURING GROWING SEASON, APPLY ANTI-DESICCANT TO LEAVES BEFORE TRANSPORT TO REDUCE THE LIKELIHOOD OF WINDBURN. REAPPLY ANTI-DESICCANT AFTER PLANTING TO REDUCE TRANSPORATION. REMOVE TWINE AND BURLAP FROM ROOT BALLS. SOIL ON TOP OF CONTAINERIZED OR BALLED PLANTS IS TO BE REMOVED UNTIL ALL PLANTS' ROOT FLARES ARE EXPOSED. THIS IS THE NATIVE SOIL LINE AT WHICH PLANTING DEPTHS SHOULD BE MEASURED.
- AFTER PLANTING IS COMPLETED, PRUNE MINIMALLY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES. PRUNE IN SUCH A MANNER AS NOT TO CHANGE THE NATURAL HABIT OR SHAPE OF THE PLANT. MAKE CUTS BACK TO BRANCH COLLAR, NOT FLUSH. DO NOT PAINT ANY CUTS WITH TREE PAINT. CENTRAL LEADERS SHALL NOT BE REMOVED.
- GUARANTEE TREES, SHRUBS, GROUND COVER PLANTS FOR ONE CALENDAR YEAR FOLLOWING PROVISIONAL ACCEPTANCE OF THE OVERALL PROJECT. DURING THE GUARANTEE PERIOD, PLANTS THAT DIE DUE TO NATURAL CAUSES OR THAT ARE UNHEALTHY OR UNSIGHTLY IN CONDITION, SHALL BE REPLACED BY THE CONTRACTOR.

LAWN AND TURF AREAS

- ALL LAWN AREAS TO BE SODDED OR SEEDS AS SHOWN ON PLANS. SOD SHALL COMPLY WITH US DEPT. OF AGRICULTURE RULES AND REGULATIONS UNDER THE FEDERAL SOIL ACT AND EQUAL IN QUALITY TO STANDARDS FOR CERTIFIED SEED. SOO SHALL BE HEALTHY, THICK TURF HAVING UNDERGONE A PROGRAM OF REGULAR FERTILIZING, MOWING AND WEED CONTROL. SEED AND SOD SHALL BE A TURF-TYPE TALL FESCUE (3 WAY) BLEND. SEED BLEND SHALL CONSIST OF THE FOLLOWING:

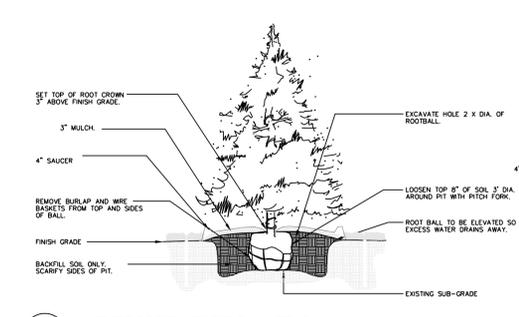
TURF-TYPE TALL FESCUE	90%
KENTUCKY BLUEGRASS	10%

INSTALLATION

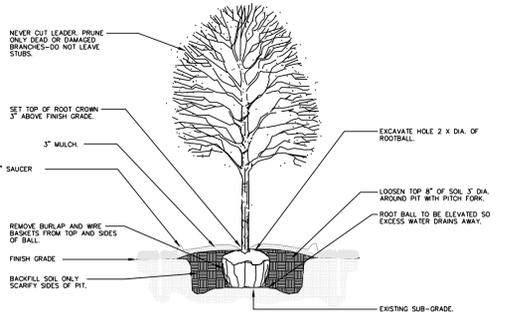
- THE INSTALLATION OF ALL PLANT MATERIALS SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE CITY OF OSKALOOSA, IA, AND LANDSCAPE INDUSTRY STANDARDS.
- ALL LANDSCAPE AREAS TO BE FREE OF ALL BUILDING DEBRIS AND TRASH, BACK FILLED WITH CLEAN FILL SOIL AND TOP DRESSED WITH 4" OF TOPSOIL. TOPSOIL SHALL HAVE A PH RANGE OF 5.5 TO 7 AND A 4% ORGANIC MATERIAL MINIMUM, ASTM D5268.
- PLANT BEDS TO BE "MOUNDING". ALL PLANT MATERIAL, PLANT BEDS, MULCH AND DUG EDGE ARE TO BE INSTALLED PER LANDSCAPE PLANS, DETAILS, AND MANUFACTURER'S RECOMMENDATIONS.
- REESTABLISH FINISH GRADES TO WITHIN ALLOWABLE TOLERANCES ALLOWING 3/4" FOR SOD AND 3" FOR MULCH IN PLANT BEDS. HAND RAKE ALL AREAS TO SMOOTH EVEN SURFACES FREE OF DEBRIS, CLODS, ROCKS, AND VEGETATIVE MATTER GREATER THAN 1".
- ALL PLANT BEDS, SHRUBS AND TREES SHALL BE MULCHED WITH 3" OF DARK BROWN, HARDWOOD MULCH, EXCEPT IF NOTED AS ROCK. DARK BROWN, HARDWOOD MULCH SHALL BE INSTALLED OVER DEWITT PRO 5 WEED CONTROL FABRIC IN PLANT BEDS ONLY.
- CONTRACTOR IS RESPONSIBLE FOR INITIAL WATERING UPON INSTALLATION.
- DUG EDGES ARE TO BE DUG WHERE MULCH BEDS ARE ADJACENT TO TURF AREAS. NO EDGING IS REQUIRED ADJACENT TO PAVEMENT OR CURB.
- THE EXACT LOCATION OF ALL UTILITIES, STRUCTURES, AND UNDERGROUND UTILITIES SHALL BE DETERMINED AND VERIFIED ON SITE BY THE LANDSCAPE CONTRACTOR PRIOR TO INSTALLATION OF THE MATERIALS. DAMAGE TO EXISTING UTILITIES AND OR STRUCTURES SHALL BE REPLACED TO THEIR ORIGINAL CONDITION BY THE LANDSCAPE CONTRACTOR AT NO COST TO THE OWNER.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS AND READ INSPECTIONS BY LEGAL AUTHORITIES.
- PROVISIONS SHALL BE MADE FOR READILY ACCESSIBLE IRRIGATION WITHIN 100' MAX. OF ALL LANDSCAPED AREAS INCLUDING ALL PLANT BEDS, INDIVIDUAL TREES, AND TURF AREAS. ALL LAWN AREAS (AS SHOWN ON PLANS) WILL BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL IRRIGATION COMPONENTS, SLEEVING, PIPE AND CONTROL DESIGN DRAWINGS OF IRRIGATION SYSTEM SHALL BE SUBMITTED TO THE ENGINEER AND OWNER FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
- ANY SUBSTITUTIONS OR DEVIATIONS SHALL BE REQUESTED IN WRITING BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER PRIOR TO INSTALLATION OF PLANT MATERIALS. ALL PLANTS ARE TO BE LOCATED AS SPECIFIED ON DRAWINGS.

MAINTENANCE BY OWNER

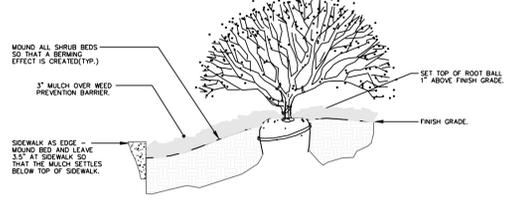
- ALL SHRUBS ARE TO BE MAINTAINED IN THEIR NATURAL SHAPE TO ALLOW EVENTUAL GROWTH INTO A HEDGE.
- MAINTAIN NATURAL HABIT OF ALL SPECIFIED PLANT MATERIAL.
- NEW SOD TO BE THOROUGHLY WATERED UNTIL ROOTS "TAKE HOLD" OF SOO BED. CONTINUE WATERING AS REQUIRED, UNTIL COMPLETELY ESTABLISHED.



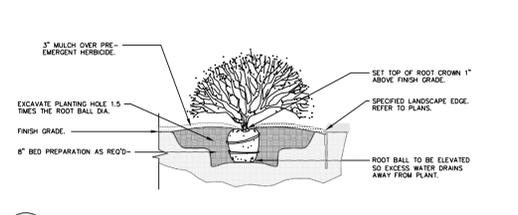
1 EVERGREEN TREE PLANTING



2 DECIDUOUS TREE PLANTING



3 SIDEWALK EDGE AT PLANT BED



4 SHRUB PLANTING



Matthew J. Schlicht
MO PE 2005019708
KS PE 19071
OK PE 255226
NE PE E-14335
IA PE

REVISIONS
City Comments 8-19-14
City Comments 8-29-14
City Comments 9-3-14

SITE PLAN APPLICATION

City of Oskaloosa
Public Works Department
804 South D Street
Oskaloosa, IA 52577
Phone number 641-673-7472

APPLICANT NAME: ENGINEERING SOLUTIONS

APPLICANT ADDRESS: 50 SE 30th St, Led's Summit MO 64082

PHONE NUMBER: 816-623-9888

FAX NUMBER: 816-623-9849

EMAIL ADDRESS: MSchlicht@ES-KL.COM

OWNER NAME: OVERLAND PROPERTY GROUP

ADDRESS OF PROPERTY: SW CORNER OF High St & S. L AVE

LEGAL DESCRIPTION: ATTACHED

ZONING OF PROPERTY: R-3

CURRENT USE OF LAND: Residential Multi Family

INDICATE THE NATURE AND OPERATING CHARACTERISTICS FOR THE SITE PLAN CHANGE AND THE PROPOSED USE:

THIS PLAN IS TO DEVELOP 3 TWO STORY
RESIDENTIAL BUILDINGS w/ 48 UNITS

NOTE: ANY GRAPHIC INFORMATION, INCLUDING SITE PLANS, ELEVATIONS, OTHER DRAWINGS, OR OTHER MATERIALS DETERMINED BY ZONING ADMINISTRATOR TO BE NECESSARY TO DESCRIBE THE PROPOSED USE TO THE PLANNING AND ZONING COMMISSION AND/OR THE CITY COUNCIL WILL BE INCLUDED WITH THIS APPLICATION.
PROVIDE 15 COPIES OF REQUESTED DOCUMENTS

PLEASE SUBMIT THE \$100.00 APPLICATION FEE WITH THIS REQUEST.


SIGNATURE OF OWNER

DATE: 2/19/14

** PROPERTY OWNER LETTER OF APPROVAL FOR CHANGE IN SITE REQUIRED IF APPLICANT IS NOT OWNER**



City Council Communication

Meeting Date: September 15, 2014

Requested By: City Manager's Office

Item Title: PUBLIC HEARING

Consider a resolution approving and authorizing execution of a Development Agreement by and between the city of Oskaloosa and Ironwood Partners, LLC.

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 is for the purpose of holding a public hearing to receive comments on the city's consideration of the proposal to enter into a development agreement with Ironwood Partners, LLC.

Budget Consideration:

As previously mentioned, the Development Agreement 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.

Attachments :

1. Resolution
2. Development Agreement

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF OSKALOOSA AND IRONWOOD
PARTNERS, LLC

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 "Oskaloosa Urban Renewal Area" or "Area") described therein, which Oskaloosa Urban Renewal 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 authorize cities to make loans and 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 Chapters, 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 any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of loans and grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be 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.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 15th 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 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 is expected to require an investment of approximately \$8,500,000.

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") entered into between Developer and IFA for the 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 a 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 any entity or used for a purpose that would exempt 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	90% of Tax Increments	for Fiscal Year 17-18
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June 1, 2019	90% of Tax Increments	for Fiscal Year 18-19
June 1, 2020	90% of Tax Increments	for Fiscal Year 19-20
June 1, 2021	90% of Tax Increments	for Fiscal Year 20-21
June 1, 2022	90% of Tax Increments	for Fiscal Year 21-22
June 1, 2023	90% of Tax Increments	for Fiscal Year 22-23
June 1, 2024	90% of Tax Increments	for Fiscal Year 23-24
June 1, 2025	90% of Tax Increments	for Fiscal Year 24-25
June 1, 2026	90% of Tax Increments	for Fiscal Year 25-26
June 1, 2027	90% of Tax Increments	for Fiscal Year 26-27
June 1, 2028	90% of Tax Increments	for Fiscal Year 27-28
June 1, 2029	90% of Tax Increments	for Fiscal Year 28-29
June 1, 2030	90% of Tax Increments	for Fiscal Year 29-30
June 1, 2031	90% of Tax Increments	for Fiscal Year 30-31
June 1, 2032	90% 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 2 out of the 48 units are not occupied as Low or Moderate Income Housing Units, then the above percentages of grants will be reduced by 4.17%. If 90% of the Tax Increment is \$4000, the total after the reduction would be \$3,833. ($2/48 = .04174 \times \$4,000 = \text{reduction of } \166.80).

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; provided however, than an indirect transfer of this Agreement or the Development Property and Minimum Improvements without the consent of the City (which shall not be unreasonably withheld) that is allowable under the operating documents of Developer shall not be considered an Event of Default, but the City may, in its reasonable discretion, terminate this Agreement upon such event if it objects to the transfer;

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) and to MHEG Fund 42, LP C/o Midwest Housing Equity Group, Inc., 13520 California Street, Suite 250, Omaha, NE 68154, 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.

With a copy to:

MHEG Fund 42, LP
C/o Midwest Housing Equity Group, Inc.
13520 California Street, Suite 250
Omaha, NE 68154

- 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, 2032, 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.]

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 46 Low or Moderate Income Units and 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	9/15/14
Lease-Up Begins	8/15/15
Construction Completion	10/15/15
100% Occupancy (expected)	2/15/16



BUILDING SUMMARY

UNIT TYPE	NO. OF UNITS	TOTAL SQ. FT.	TOTAL SQ. YD.
1 - 2-BRN. 2-BDRM. 1.5 BATH	1	14,578	1,678
2 - 2-BRN. 2-BDRM. 1.5 BATH	3	43,734	5,018
3 - 2-BRN. 2-BDRM. 1.5 BATH	4	58,312	6,688
4 - 2-BRN. 2-BDRM. 1.5 BATH	1	14,578	1,678
5 - 2-BRN. 2-BDRM. 1.5 BATH	1	14,578	1,678
6 - 2-BRN. 2-BDRM. 1.5 BATH	1	14,578	1,678
7 - 2-BRN. 2-BDRM. 1.5 BATH	1	14,578	1,678
TOTAL	13	158,365	18,136

PARKING SUMMARY

TYPE	NO. OF SPACES
1 - 2-BRN. 2-BDRM. 1.5 BATH	1
2 - 2-BRN. 2-BDRM. 1.5 BATH	3
3 - 2-BRN. 2-BDRM. 1.5 BATH	4
4 - 2-BRN. 2-BDRM. 1.5 BATH	1
5 - 2-BRN. 2-BDRM. 1.5 BATH	1
6 - 2-BRN. 2-BDRM. 1.5 BATH	1
7 - 2-BRN. 2-BDRM. 1.5 BATH	1
TOTAL	13

UNIT EXHIBIT

UNIT	TYPE	NO. OF UNITS	TOTAL SQ. FT.	TOTAL SQ. YD.
1	2-BRN. 2-BDRM. 1.5 BATH	1	14,578	1,678
2	2-BRN. 2-BDRM. 1.5 BATH	3	43,734	5,018
3	2-BRN. 2-BDRM. 1.5 BATH	4	58,312	6,688
4	2-BRN. 2-BDRM. 1.5 BATH	1	14,578	1,678
5	2-BRN. 2-BDRM. 1.5 BATH	1	14,578	1,678
6	2-BRN. 2-BDRM. 1.5 BATH	1	14,578	1,678
7	2-BRN. 2-BDRM. 1.5 BATH	1	14,578	1,678
TOTAL		13	158,365	18,136

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
 (781) 827-0086 • (781) 827-0082 Fax
 jgr@jgarchitects.com

PRELIMINARY DRAWING
 DATE: 11-13-2014
 SCALE: AS SHOWN

A1.1 SITE PLAN

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; 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 15, 2014

Requested By: City Manager's Office

Item Title:

Consider a resolution recognizing City Week Iowa, October 6 - 10, 2014, and encouraging all citizens to support the celebration and corresponding activities.

Explanation :

The City of Oskaloosa will be celebrating City Week Iowa, a state-wide celebration of cities from October 6 - 10, 2014. The City of Oskaloosa will be hosting an open house on October 7, 8, and 9 at City Hall. The open house will be from 11:00 am to 1:00 pm and will be open to the public. Residents are encouraged to stop by and visit with city staff about the importance of local government and discuss the projects and accomplishments that have occurred this past year in the city. Residents can request a tour of City Hall along with other facilities. Information will be on hand about the proposed new fire station, including a replica of the proposed building.

Budget Consideration:

None

Attachments :

Resolution

RESOLUTION NO. _____

**A RESOLUTION RECOGNIZING CITY WEEK IOWA, OCTOBER 6 - 10, 2014 AND
ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND
CORRESPONDING ACTIVITIES.**

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, City Week Iowa is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Iowa that they can shape and influence the level of government which is closest to the people; and

WHEREAS, the Iowa League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different informational publications and projects; and

WHEREAS, City Week Iowa offers an important opportunity to convey to all the citizens of Iowa that they can shape and influence government through their civic involvement.

Now, Therefore Be It Resolved By the City Of Oskaloosa As Follows:

Section 1. That the City of Oskaloosa encourages all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Section 3. That the City of Oskaloosa supports and encourages all city governments to actively promote and sponsor "City Week Iowa."

PASSED AND APPROVED THE _____ DAY OF _____ 2014.

David Krutzfeldt, Mayor

Attest:

Amy Miller, City Clerk



City Council
Communication

Meeting Date: September 15,
2014

Requested By: Public Works Dept.

Item Title:

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 - 2nd reading.

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.

Recommended Action: Approve the ordinance as presented.

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.

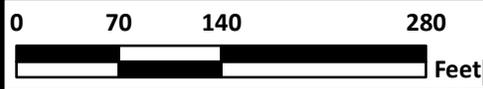
Amy Miller, City Clerk

Alley Vacate Request for 701 High Avenue West



701
High Ave W

 ALLEY VACATE REQUEST AREA



Date revised: 9-10-14

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) + (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 15, 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. **(3RD 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. The City Council held the required public hearing to accept comments from the public on the proposed franchise amendment on August 18, 2014.

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 both 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

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



City Council Communication

Meeting Date: September 15, 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. **(3RD 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. The City Council held the required public hearing to accept comments from the public on the proposed franchise amendment on August 18, 2014.

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

Budget Consideration:

Additional revenue estimated at \$290,000 to the city's general fund from both electric and natural 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

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



City Council
Communication

Meeting Date: September 15, 2014

Requested By: Council Appointed
Staff

Item Title: Report on Items from City Staff

- a) City Manager.
 - i. Report on council committee meeting regarding discussion of sidewalks.
- 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 15, 2014

Requested By: Mayor & City Council

Item Title: City Council Information

Explanation :

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

Budget Consideration:

Not applicable, report(s) only.

Attachments :

None.