



**City of Oskaloosa  
City Council Meeting Regular Session  
Council Chambers  
City Hall, 220 S. Market Street  
Oskaloosa IA, 52577  
Agenda  
March 16, 2015**

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

**1. Invocation: Michael Dotson, Assembly of God Church**

**2. Pledge of Allegiance.**

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

**3. Roll Call**

\_\_\_\_ Mayor David Krutzfeldt, Council Members:

\_\_\_\_ Caligiuri, \_\_\_\_ Jimenez, \_\_\_\_ Moore, \_\_\_\_ Van Zetten, \_\_\_\_ Ver Steeg,

\_\_\_\_ Walling, \_\_\_\_ Yates.

Documents: [20150316 AGENDA ITEMS 1-3.DOCX](#)

**4. Community Comments.**

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

Documents: [20150316 AGENDA ITEM COMMUNITY COMMENTS.DOCX](#)

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

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

Documents: [CONSENT AGENDA SUMMARY.DOCX](#), [20150316 - BOARD AND COMMISSION MINUTES.DOCX](#)

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

1. March 2, 2015 Regular City Council Meeting Minutes
2. March 16, 2015 Agenda

Documents: [CITY COUNCIL MINUTES MARCH 2, 2015.DOC](#)

**B. Receive and file minutes of Boards and Commissions**

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

Council action.

1. February 24, 2015 Board of Adjustment Minutes
2. February 23, 2015 Library Board of Trustees Minutes
3. March 9, 2015 Planning and Zoning Commission Minutes

Documents: [BOA 2-24-15 MIN.DOCX](#), [FEB 2015 LIB MINUTES.DOC](#), [20150309 PZ MINUTES.PDF](#)

**C. Consider approval of a renewal application for Class B Beer Permit with Outdoor Service from Southern Iowa Fair and Exposition, 615 North I Street.**

Who is submitting this item. City Clerk/Finance Department

Documents: [CITY COMM-SOUTHERN IOWA FAIR.DOC](#)

**D. Consider approval of a renewal application for a Special Class C Liquor License with Beer/Wine from Taso's Inc. dba Taso's Steakhouse, 109-111 High Avenue West.**

Who is submitting this item. City Clerk/Finance Department

Documents: [20150316 TASOS LICENSE RENEWAL.DOC](#)

**E. Consider a motion to receive and file financial reports for February 2015.**

Who is submitting this item. City Clerk/Finance Department

Documents: [CITY COMM-FINANCIAL REPORTS.DOC](#), [OSKALOOSA IA TREASURERS REPORT FEBRUARY 2015.PDF](#)

**F. Consider appointment to the Water Board.**

Who is submitting this item. City Manager Department

Documents: [20150316 ITEM WATER BOARD APPOINTMENT.DOCX](#), [BRAD HODGES APPLICATION.PDF](#), [PETE SETTIMI APPLICATION.PDF](#), [PHILPOT APPLICATION.PDF](#)

**G. Consider a resolution setting date for a public hearing on charges of selling tobacco to a minor against Oskaloosa Cenex dba Oskaloosa Watering Hole, 1911 17th Avenue East.**

Who is submitting this item. City Attorney

Documents: [20150316 OSKALOOSA CENEX VIOLATION.DOCX](#), [RESOLUTION OSKALOOSA CENEX FOR TOBACCO.DOCX](#)

**H. Consider a resolution setting date for a public hearing on charges of selling tobacco to a minor against Jiffy, 315 A Avenue East.**

Who is submitting this item. City Attorney

item.

Documents: [20150316 OSKALOOSA JIFFY VIOLATION.DOCX](#), [RESOLUTION JIFFY FOR TOBACCO.DOCX](#)

- I. **Consider a resolution setting date for a public hearing on charges of selling tobacco to a minor against Hy-Vee Food Stores, Inc., 110 South D Street.**

Who is submitting this City Attorney  
item.

Documents: [20150316 OSKALOOSA HY-VEE VIOLATION.DOCX](#), [RESOLUTION HY-VEE FOR TOBACCO.DOCX](#)

- J. **Consider request from United Way of Mahaska County for use of city streets and the recreation trail for the 7th Annual Live United 5K & YMCA Healthy Kids Day run/walk event.**

Who is submitting this City Manager Department  
item.

Documents: [20150316 UNITED WAY REQUEST ITEM.DOCX](#), [SPECIAL USE REQUEST FORM YMCA.PDF](#), [2015 5K UNITED WAY REQUEST WITH MAP.PDF](#)

- K. **Consider a resolution scheduling a public hearing on the vacation and sale of 134.25' X 16.5' of the north-south alley adjacent to 815 4th Avenue West.**

Who is submitting this Public Works Director  
item.

Documents: [20150316 SCHEDULE PH ON ALLEY VACATION.DOCX](#), [815 4TH AVE W RESOLUTION.DOCX](#), [LOCATION MAP.PDF](#), [815 4TH AVE W ALLEY PICS.DOCX](#), [APPLICATION.PDF](#), [SURVEY RESPONSE -ALLEY VACATE.XLS](#)

- L. ----- **END OF CONSENT AGENDA** -----

## 6. Regular Agenda

Documents: [20150316 AGENDA ITEM - REGULAR ACTION ITEMS.DOCX](#)

- A. **Consider approving a professional services agreement with Garden and Associates, LTD. for the design of sanitary and storm water sewer improvements near South L Street and South M Street in an amount not to exceed \$40,000.00.**

Who is submitting this Public Works Director  
item.

Documents: [1183 \(2\).DOCX](#), [LETTER.PDF](#), [CONTRACT.PDF](#)

- B. **Consider a resolution authorizing the submittal of an application to the Area 15 Regional Planning Commission (RPA 15) for Surface Transportation Program (STP) funds to reconstruct D Street from A Avenue West to 6th Avenue West.**

Who is submitting this Public Works Director  
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item.

Documents: [1184.DOCX](#), [D ST STP RESOLUTION.DOCX](#), [D ST STP APPLICATION.PDF](#)

## **7. Report on Items from City Staff.**

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

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

Documents: [20150316 REPORTS FROM STAFF.DOCX](#)

## **8. City Council Information**

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

Documents: [20150316 CITY COUNCIL INFORMATION.DOCX](#)

## **9. 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: March 16, 2015

Requested By: Mayor & City Council

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

1. Invocation: Pastor Michael Dotson, Assembly of God Church
2. Pledge of Allegiance
3. Roll Call: \_\_\_\_\_ Mayor David Krutzfeldt, Council Members:

\_\_\_\_\_ Caligiuri, \_\_\_\_\_ Jimenez, \_\_\_\_\_ Moore, \_\_\_\_\_ Van Zetten,

\_\_\_\_\_ Ver Steeg, \_\_\_\_\_ Walling, \_\_\_\_\_ Yates.

**Explanation:**

Not applicable.

**Budget Consideration:**

Not applicable.

**Attachments:**

None.



## City Council Communication

Meeting Date: March 16, 2015

Requested By: Mayor & City Council

<b>Item Title: Community Comments</b>
<b>Explanation:</b> <p>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.</p>
<b>Budget Consideration:</b> <p>Not applicable.</p>
<b>Attachments:</b> <p>None.</p>

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

- Item A. Minutes and reports from city council meetings.**  
Staff recommends council receive and file these documents.
- Item B. Board and Commission Minutes:**  
Staff recommends council receive and file these documents.
- Item C. Consider approval of a renewal application for a Class B Beer Permit with Outdoor Service from Southern Iowa Fair and Exposition, 615 North I Street.**  
- No complaints received.
- Item D. Consider approval of a renewal application for a Special Class C Liquor License with Beer/Wine from Taso's Inc. dba Taso's Steakhouse, 109-111 High Avenue West.**  
- No complaints received.
- Item E. Consider a motion to receive and file financial reports for February 2015.**
- Item F. Consider appointment to the Water Board.**
- Item G. Consider a resolution setting date for a public hearing on charges of selling tobacco to a minor against Oskaloosa Cenex dba Oskaloosa Watering Hole, 1911 17<sup>th</sup> Avenue East.**
- Item H. Consider a resolution setting date for a public hearing on charges of selling tobacco to a minor against Jiffy, 315 A Avenue East.**
- Item I. Consider a resolution setting date for a public hearing on charges of selling tobacco to a minor against Hy-Vee Food Stores, Inc., 110 South D Street.**

- Item J. Consider request from United Way of Mahaska County for use of city streets and the recreation trail for the 7<sup>th</sup> Annual Live United 5K & YMCA Healthy Kids Day run/walk event.**
  
- Item K. Consider a resolution scheduling a public hearing on the vacation and sale of 134.25' X 16.5' of the north-south alley adjacent to 815 4<sup>th</sup> Avenue West.**



## City Council Communication

Meeting Date: March 16, 2015

Requested By: City Manager's Office

**Item Title: CONSENT AGENDA****Explanation:**

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

- A. Approval of Council Minutes and Actions, subject to corrections, as recommended by the City Clerk.
  - 1. March 2, 2015 City Council Regular Meeting Minutes
  - 2. March 16, 2015 Agenda
  
- B. Receive and file the following reports and communications from advisory and operating boards and commissions:
  - 1. February 24, 2015 Board of Adjustment Minutes
  - 2. February 23, 2015 Library Board of Trustees Minutes
  - 3. March 9, 2015 Planning and Zoning Commission Minutes

**Budget Consideration:**

Not applicable.

**Attachments:**

March 2, 2015 City Council Regular Meeting Minutes  
February 24, 2015 Board of Adjustment Minutes  
February 23, 2015 Library Board of Trustees Minutes  
March 9, 2015 Planning and Zoning Commission Minutes

OSKALOOSA CITY COUNCIL  
REGULAR MEETING  
March 2, 2015

The Oskaloosa City Council met in regular session on Monday, March 2, 2015, at 6:00 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Caligiuri, Jimenez, Moore, Ver Steeg, Van Zetten and Yates. Absent: Walling.

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

1. February 17, 2015 City Council Regular Meeting Minutes
2. March 2, 2015 Agenda
3. Receive and file the following reports and communications from advisory and operating boards and commission:
  - a. February 2, 2015 Airport Commission Minutes
  - b. December 9, 2014 Water Board Work Session Minutes
  - c. December 15, 2014 Water Board Regular Meeting Minutes
  - d. January 5, 2015 Water Board Special Meeting Minutes
  - e. January 19, 2015 Water Board Regular Meeting Minutes
4. Renewal application for a Class E Liquor License with Carryout Wine & Beer and Sunday Sales from Hy-Vee, Inc. dba Hy-Vee, 110 South D Street.
5. Claims for February 2015.

The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Caligiuri, seconded by Moore to approve the appointment of Tiffany Korn to the Oskaloosa Municipal Housing Agency for a two year term that ends February 28, 2017. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Caligiuri introduced Resolution No. 15-03-14 entitled "RESOLUTION APPROVING AN ENGAGEMENT AGREEMENT WITH AHLERS AND COONEY, P.C., IN ITS CAPACITY AS BOND COUNSEL, TO THE CITY OF OSKALOOSA, IOWA IN CONNECTION WITH THE ISSUANCE OF BONDS, NOTES AND OTHER OBLIGATIONS NOT TO EXCEED \$9,200" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 15-03-15 entitled "RESOLUTION APPROVING CONTINUING DISCLOSURE POLICY" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

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

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced "AN ORDINANCE REVISING USER CHARGES IN THE CITY OF OSKALOOSA, IOWA, SECTION 13.08.570 – USER CHARGE, TO PROVIDE FUNDS NEEDED FOR EXPENSES ASSOCIATED WITH THE CITY'S WASTEWATER TREATMENT WORKS" and moved its approval on the third reading. Moore seconded the motion. The roll was called and the vote was:

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

Whereupon the Mayor declared said ordinance duly adopted. The ordinance was assigned No. 1373.

Caligiuri introduced Resolution No. 15-03-16 entitled "RESOLUTION TRANSFERRING OWNERSHIP OF THE OUTDOOR STORM WARNING SIREN SYSTEM FROM THE CITY OF OSKALOOSA TO THE MAHASKA COUNTY EMERGENCY MANAGEMENT COMMISSION" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

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

Whereupon the Mayor declared said resolution duly adopted.

The Mayor announced there are vacancies on the Airport Commission, Building Code Board of Appeals, Historic Preservation Commission, Planning and Zoning Commission and Water Board.

The Mayor announced this was the time and place for the public hearing on instituting proceedings to take additional action for the issuance of not to exceed \$1,015,000 General Obligation Capital Loan Notes and that citizens would now have the opportunity to comment. No oral or written comments were received. The Mayor declared said hearing closed.

Moore introduced Resolution No. 15-03-17 entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$1,015,000 GENERAL OBLIGATION CAPITAL LOAN NOTES" and moved its approval. Yates seconded the motion. The roll was called and the vote was:

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

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 15-03-18 entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$4,150,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2015A, AND LEVYING A TAX FOR THE PAYMENT THEREOF" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

AYES: Caligiuri, Jimenez, Moore, Van Zetten, Ver Steeg and 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 Fiscal Year 2015 Budget Amendment and that citizens would now have the opportunity to comment. No oral or written comments were received. The Mayor declared said hearing closed.

Caligiuri introduced Resolution No. 15-03-19 entitled "A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2015" and moved its approval. Moore seconded the motion. The roll was called and the vote was:

AYES: Caligiuri, Jimenez, Moore, Van Zetten, Ver Steeg and 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 Fiscal Year 2016 Budget and that citizens would now have the opportunity to comment. No oral or written comments were received. The Mayor declared said hearing closed.

Ver Steeg introduced Resolution No. 15-03-20 entitled "RESOLUTION ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2016" and moved its approval. Jimenez seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 15-03-21 entitled "RESOLUTION ESTABLISHING FISCAL YEAR 2016 SALARY SCHEDULE FOR NONUNION EMPLOYEES" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Moore introduced Resolution No. 15-03-22 entitled "A RESOLUTION ADOPTING A POLICY REQUIRING THE INSTALLATION OF DRINKING FOUNTAINS IN PUBLIC PARKS AND MUNICIPAL BUILDINGS DURING NEW CONSTRUCTION OR RECONSTRUCTION" and moved its approval. Yates seconded the motion. The roll

was called and the vote was:

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

NAYS: Van Zetten

Whereupon the Mayor declared said resolution duly adopted.

It was moved by Moore, seconded by Ver Steeg that the meeting adjourn.  
Motion carried unanimously. The meeting adjourned at 6:20 p.m.

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David Krutzfeldt, Mayor

ATTEST:

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Amy Miller, City Clerk

City of Oskaloosa  
Board of Adjustment  
Regular Meeting February 24, 2015  
City Council Chambers

A meeting of the City of Oskaloosa Board of Adjustment was called to order by Chairperson Murry at 5:01 pm. Members present: Perry Murry, Russell Sparks, James Hansen, and Wyndell Campbell. Member(s) absent: Lloyd Phillips.

The first item on the agenda was the approval of the minutes from the January 27, 2015 meeting. Hansen moved to approve the minutes and Sparks seconded the motion. The vote was; YES: Murry, Campbell, Sparks, Hansen. NO: NONE, Absent: Phillips

The second item on the agenda was to consider a public hearing for consider the manner of an appeal request to the Oskaloosa municipal code section 17.34.020(B)- Site plan review procedure for the property located at 132 Pella Ave. Chris Sheets, and his wife Jennifer Sheets, owners, spoke to the Board about the appeal and how they felt it was not needed due to the fact that they will be reusing a existing building. Also speaking was David Wright, who owns the property to the west of this project. Mr. Wright stated that he felt that this is another example of how the code is stifling the growth of our community, and that the cheesy bar was rid of. The Board discussed the matter with Hansen moving to uphold the City Staff's enforcement of the site plan procedure as mentioned in 17.34.020(B) of the Oskaloosa municipal code. Sparks seconded the motion. The vote was; YES: Murry, Campbell, Sparks, Hansen. NO: NONE, Absent: Phillips

The third item on the agenda was to consider a public hearing for considering the manner of a conditional use permit request to construct a convenience storage located at 132 Pella Ave. Staff member Russell recommended to the Board that they table this item until a site plan can be presented, with attention to items ( E) and (F) in 17.34.020 (B) for items required for the conditional use permit application. Hansen moved to table the item. Sparks seconded the motion. The vote was; YES: Murry, Campbell, Sparks, Hansen. NO: NONE, Absent: Phillips

The fourth item on the agenda was to consider a public hearing for considering the manner of an appeal request to the Oskaloosa municipal code table 17.08 (B) Permitted uses by zoning districts and warehousing (open) is not permitted in a general commercial district located at the property identified as parcel ID 1118476016. Matt Moore, representative of B&B Bedding, and Jarred Teen, general manager for B&B Bedding were present and spoke to the Board about the classification of the warehousing (open) versus the use type that they wish to be classified as a truck terminal. Staff member Russell stated that the reason it was classified by the City as warehousing (open) was due to the fact that it fit the definition better than a truck terminal. The Board discussed the item with regards to the definitions of the two items. Hansen moved that the use type be classified as a truck terminal and not warehousing (open). Campbell

seconded the motion. The vote was; YES: Murry, Campbell, Sparks, Hansen. NO: NONE, Absent: Phillips

The fifth item on the agenda was to consider a public hearing for the manner of a conditional use permit request to allow a truck terminal located at the property identified as parcel ID 1118476016. Hansen moved to approve the conditional use permit to expire on April 30, 2015. Sparks seconded the motion. The vote was; YES: Murry, Campbell, Sparks, Hansen. NO: NONE, Absent: Phillips

The sixth item on the agenda was to consider a public hearing for considering the manner of a variance request for the properties located at 1302 & 1320 High Avenue West to allow the building of three apartment complexes and a clubhouse on two lots. Apartment building A will be 0 feet from the interior side yard on both lots. Loyd Ogle, representative for Overland Property group, spoke to the Board about the project. City Staff explained about the Mahaska County assessor's office not allowing the two parcels to be combined into one due to it crossing the section map, sections 13 and 14. Sparks moved to approve the variance as presenting. Hansen seconded the motion. The vote was; YES: Murry, Campbell, Sparks, Hansen. NO: NONE, Absent: Phillips

The seventh item on the agenda was to consider a public hearing for considering the manner of a variance request for the property located at 912 6th Ave west to allow to build a single family residential dwelling on a 60 foot wide lot and to allow the residential dwelling to be 13 feet from the street side property line along South I Street. Laura Russell, owner, spoke to the Board about the project and presented a floor plan to the members to show how the house would be laid out. The Board discussed the item and how the City has been working on this situation in regards to non-conforming lots. After further discussion Hansen moved to approve the variance request as presented. Sparks seconded the motion. The vote was; YES: Murry, Campbell, Sparks, Hansen. NO: NONE, Absent: Phillips

The eighth item on the agenda was to consider a public hearing for considering the manner of a variance request for the property located at 111 North I street to allow the building of an addition 4 feet 10 inches from the front yard property line along North I. Board member Campbell asked that it be reflected in the minutes that he was removing himself from the Board due to a conflict of interest with him being a member of the church in question. Tim Olson with Big Creek Design Group was present and spoke to the Board about the need of this project being that the church needs a new nursery and that this location is the most feasible as to not hinder future expansions of the sanctuary. The Board discussed further about the item with Hansen making a motion to approve the variance as presented. Sparks seconded the motion. The vote was; YES: Murry, Sparks, Hansen. NO: NONE, Absent: Phillips Abstain: Campbell

The ninth item on the agenda was miscellaneous business, Staff member Russell explained to the Board that in the coming months he would be reaching out to the Board members in order to help rewrite the variance application form as it seems to be too confusing for people to fill

out, and could possibly have duplicated information, or may need additional information.

With no further business Sparks moved to adjourn the meeting. Hansen seconded the motion. The vote was; YES: Murry, Sparks, Hansen. NO: NONE, Absent: Phillips, Campbell

Meeting adjourned at 6:06 pm

Minutes by Wyatt Russell

# MINUTES

## OSKALOOSA PUBLIC LIBRARY BOARD OF TRUSTEES

### MONDAY – FEBRUARY 23, 2015 -- 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, Michael Collins, Chris Harbour, Sally Posovich, and Candace Slobe present. Also present was Library Director William Ottens.

**Minutes:** Motion was made by Posovich, seconded by Allsup, to approve the minutes of the January 26, 2015, Board meeting. Motion passed.

**Board Correspondence, Public Input or Friends Report:** None

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

#### **Programs and Events Update**

Kilie had two successful special programs for youth in February. Kilie had 20 kids at her *Harry Potter Book Night*. This program has sparked interest in a regular monthly book club/activity program for teens, which we'll be starting in March.

There were 12 teens at our Mask and Mustache Masquerade, and the teens enjoyed Blue Zones inspired snacks, minute mysteries and a photo booth opportunity.

We'll have Teen Tech Week from March 9-14. Each day of the week, we'll have a different technology related activity for teens, starting with a Tech Tear Apart on Monday. Other programs will include The Science of Doctor Who, a YouTube request hour, vintage video game day, robotics demonstration and a screening of *Back to the Future Part II*.

February's computer classes have seen full registration and attendance, and our Tech Help sessions have also been busy. March classes will be at 1:00 p.m. on Wednesdays and include Computer Basics 1 and 2, Microsoft Word, and Digital Photos.

William has proceeded with research for the *Prohibition in Eastern Iowa* and beer tasting event. He spoke with the Alcoholic Beverage Division. He has checked with the City's public works director, chief of police and the city attorney, and they've confirmed that there is nothing in the state or city code or zoning that would restrict the beer tasting. He has also checked with the City's insurance provider to see if the library needs dram shop coverage. Margaret from Midwest One said it should fall under the City's general liability and she is confirming that with the company. William has also received the approval of the City Manager.

#### **Reading Garden Fence Repair**

db Landscaping has repaired the Reading Garden fence, and has provided an invoice. The invoice came in under the quoted amount, but the quote included bedding which was not laid. We can have this done when weather conditions improve.

#### **Second Floor Men's Restroom Repair**

A urinal in the men's restroom on the second floor began leaking. Mike said that it would be preferable to have a professional do the replacement. Mike finally heard back from the plumber, and the repair should be done this week.

#### **First Floor Restroom Repair**

Mike C. reported that the door of the restroom on the first floor was falling away from the trim. In order to repair it, Mike needed to remove the trim and secure the wood frame by drilling and bolting it to the concrete. This needed to be done because the weight of the door

would continue to pull the trim away from the wall if not secured. Mike has completed the repair.

### **Biographies**

A number of patrons have expressed a desire to have a separate section in the adult department for biographies. At this time they are interfiled with the nonfiction titles according to their subject and Dewey classification. In the coming weeks, the biographies will be pulled, re-catalogued, and placed in a biography section just beyond large print. They will be organized by the last name of the person the biography is about, and then by the last name of the author if there are multiple biographies for an individual.

### **Library Book Sale**

William has worked with the Friends of the Library to help with the library book sale, which will be the week of April 13, in addition to library staff. William gave the Board a schedule of times that need additional help if any of the Board would like to volunteer time.

### **Love Your Library Month**

February is Love Your Library Month, and we have been inviting patrons to fill out “love bugs” to tell us why they love the library. For continuing education this month, William shared some of the reasons our patrons love the library. William said that whenever he asks for patron comments, there are always comments about the helpfulness, friendliness, and professionalism of the staff. He said that he is very proud of the staff.

### **Committee Reports:**

**Staff Committee – Jane Ireland, chair:** None

**Budget & Finance Committee – Judy Bishop, chair:** None

**Policy & Planning Committee – Candace Slobe, chair:** None

**Technology Committee – Kathy Rothfus, chair:** None

**Building & Grounds – Michael Collins, chair:** None

### **Unfinished Business:**

#### **a. Service to Non-Open Access Residents**

William looked through the State’s policy on the Open Access program and found nothing that strictly prohibits the library from providing service to residents from cities that do not have a library and do not contract with a library. However, for patrons in these cities, we cannot claim them as Open Access and will not get reimbursed for their usage. William requested the Board entertain a motion to either deny or continue providing service to patrons that are residents of non-Open Access cities. Motion was made by Harbour, seconded by Posovich, to continue providing service to patrons that are residents of non-Open Access cities.

### **New Business**

#### **Summer Lunch Program at the Library**

Martha Comfort and the Summer Lunch Program are again requesting that the library serve as a site for the program this year. Like last year, they will provide the food, a site manager and all volunteers to serve a meal. This year, we have suggested a start time of 11:30 a.m. in order to catch the preschool story time crowds. They have also offered to provide healthy snacks for kids who participate in the afternoon programs during Summer Reading. For this, they would bring the food to the library, but would need library staff (or our Musco Interns) to keep track of how many kids take a snack. In addition, they have also offered to provide hot dogs and food for our Summer Reading kickoff. This will help them promote the Summer Lunch Program to kids in the community, as we typically get between 200 and 250 kids and parents at our kick off parties. A motion was made by Posovich, seconded by Allsup, to approve that the Library serve as a Summer Lunch Program site, and that we accept their offer to provide snacks at our afternoon programs and food for our Summer Reading kickoff

party at no cost to the library. Motion passed.

**b. Heritage Quest and Ancestry Library Edition Renewal**

William is seeking funding support from the Friends of the Library for the renewal of the Heritage Quest and Ancestry Library Edition genealogy resources at a cost of \$2,566. Since the Friends did not have enough members at their last meeting to make a decision on the request, William asked the Board to table any action on the item until the Friends can make a decision on the request. A motion was made by Harbour, seconded by Collins, for the Board to table the renewal of Heritage Quest and Ancestry Library Edition. Motion passed.

**Approval of Claims:** Motion was made by Allsup, seconded by Collins, to approve payment of the February claims. Motion passed.

**President's Remarks:** None

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

The next regular meeting will be on Monday, March 23, 2015, at 4:00 p.m. in the library meeting room.

Respectfully submitted,

Susan Hasso  
Library Administrative Assistant  
for the Board

CITY OF OSKALOOSA  
PLANNING & ZONING COMMISSION  
REGULAR MEETING MINUTES  
March 9, 2015

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, March 9, 2015, by Pamela Blomgren, at 220 South Market Street, Oskaloosa, Iowa.

COMMISSION MEMBERS PRESENT: Pamela Blomgren, Wyndell Campbell (arrived at 4:33 p.m.), Dawn Collins, Andrew Jensen, R. D. Keep and Sarah Tarbell. COMMISSION MEMBERS ABSENT: Holden Barnhart. CITY STAFF PRESENT: Wyatt Russell and Marilyn Johannes. OTHERS PRESENT: None.

Minutes from the January 12, 2015 Planning and Zoning Commission meeting.

It was moved by Collins, seconded by Keep to approve the January 12, 2015 Planning and Zoning Commission minutes. The vote was: YES – Blomgren, Collins, Jensen, Keep and Tarbell. No – None. Motion carried.

Consider vacation and sale of 134.25' X 16.5' of the north-south alley adjacent to 815 Avenue West.

Russell explained the owner (Shelton) of 815 Avenue West and M. Shrago & Son, Inc. (Shrago) have been in a dispute regarding upkeep of the fence owned by M. Shrago & Son, Inc. that is adjacent to the alley.

(Campbell arrived at 4:33 p.m.)

Russell told the committee the city had previously approved the alley vacation in 2005 but the quit claim deed was never paid for so the alley was not vacated at that time. Russell commented that Shelton has owned the property for approximately a year. Russell said Shrago will have the opportunity to purchase half of the alley if it is vacated.

Campbell said he is in favor of alley vacations and getting property on the tax rolls. It was moved by Campbell, seconded by Jensen to approve the vacation and sale of 134.25' X 16.5' of the north-south alley adjacent to 815 Avenue West. YES – Blomgren, Campbell, Collins, Jensen, Keep and Tarbell. NO – None. Motion carried.

Jensen asked that the committee add discussion of extraterritorial zoning to the next Planning and Zoning Commission agenda. Jensen said he wants to limit bad development within the area since the county does have zoning and the Iowa Code allows cities to regulate zoning two miles beyond the city limits. Jensen said he would send the portion of the Iowa Code dealing with extraterritorial zoning and a map depicting the two mile area to commission members for review before the next meeting.

Russell thanked the committee for their work on the ordinance amending the city code regarding non-conforming structures. He told the committee that City Council approved the ordinance in three readings with the third reading being on the consent agenda since there were no comments received. Russell said he would like to discuss zoning regarding non-conforming structures at the next Planning and Zoning Commission meeting.

Keep gave an update on dog park construction and fundraising.

The meeting adjourned at 4:52 p.m.

Minutes by Marilyn Johannes



## City Council Communication

Meeting Date: March 16, 2015

Requested By: City Clerk/Finance

**Item Title: CONSENT AGENDA**

Consider approval of a renewal application for a Class B Beer Permit with Outdoor Service from Southern Iowa Fair and Exposition, 615 North I Street.

**Explanation:**

The application is complete and in order for approval.

Staff recommends approval.

**Budget Consideration:**

\$300.00 revenue to the General Fund.

**Attachments:**

None



## City Council Communication

Meeting Date: March 16, 2015

Requested By: City Clerk/Finance

**Item Title: CONSENT AGENDA**

Consider approval of a renewal application for Special Class C Liquor License with Beer/Wine from Taso's Inc. dba Taso's Steakhouse, 109-111 High Avenue West.

**Explanation:**

The application is complete and in order for approval.

Staff recommends approval.

**Budget Consideration:**

\$337.50 revenue to the General Fund.

**Attachments:**

None



## City Council Communication

Meeting Date: March 16, 2015

Requested By: City Clerk/Finance

**Item Title: CONSENT AGENDA**

Consider a motion to receive and file financial reports for February 2015.

**Explanation:**

The financial reports for February 2015 are included in your agenda packets. The target percentage for expenses this month is 66.67% except for the seasonal or once-a-year purchases. The amended budget approved by the Oskaloosa City Council will be reflected on the March 2015 financial reports.

The following three funds contain a negative fund balance for February 2015.

- General Fund Insurance – Insurance invoices are paid in the first few months of the fiscal year. 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 March 2015 tax receipts received in April will clear up this negative fund balance.
- Airport Pavement Rehabilitation Project – Waiting on final approval of the project and reimbursement through grant funds.

**Budget Consideration:**

None

**Attachments:**

February 2015 Financial Reports



City of Oskaloosa, IA

# City of Oskaloosa, IA Treasurer's Report

## February 1-28, 2015

Fund	Beginning Cash Balance	Revenue (+)	Expenses (-)	Change in Pending Payables	Change in Investments	Ending Cash Balance
001: GENERAL FUND	1,683,184.15	132,299.19	297,033.67	(3,275.91)	(162,326.72)	1,515,173.76
002: GENERAL FUND INSURANCE FUND	(45,738.94)	601.81	0.00	0.00	0.00	(45,137.13)
003: GENERAL FUND CAPITAL EQUIPMENT	175,904.05	14.87	0.00	0.00	14.87	175,918.92
004: LIBRARY COPIER REVOLVING FUND	9,392.11	695.33	705.38	266.31	1.35	9,648.37
005: GENERAL FUND BAND	(4,113.00)	119.03	0.00	0.00	0.00	(3,993.97)
006: GENERAL FUND - LOST	1,409,439.36	84,285.15	1,001.44	0.00	84,223.40	1,492,723.07
007: GENERAL FUND - UTILITY FRANCHISE FEES	695,815.74	106.19	0.00	0.00	0.00	695,921.93
110: ROAD USE TAX FUND	575,757.04	105,684.33	73,317.12	(2,815.57)	30,071.33	605,308.68
112: EMPLOYEE BENEFIT FUND	169,760.03	5,931.73	99,783.28	0.00	(92,986.32)	75,908.48
119: EMERGENCY FUND	0.00	522.57	522.57	0.00	0.00	0.00
121: LOCAL OPTION SALES TAX FUND	0.00	85,562.77	85,562.77	0.00	0.00	0.00
127: WEST AREA & IND. PARK TIF	15,821.78	184.00	0.00	0.00	2.35	16,005.78
130: WORLD FOOD PARK TIF FUND	49,312.28	573.46	0.00	0.00	7.56	49,885.74
138: HOUSING DONATED FUNDS	34,740.74	0.00	0.00	0.00	0.00	34,740.74
140: HOUSING FUND	200,928.27	3,164.90	11.10	(38.83)	4,030.81	204,043.24
165: RIEFE MEMORIAL FUND	16,308.72	2.17	0.00	0.00	2.17	16,310.89
167: LIBRARY MEMORIAL FUND	525,701.92	811.74	2,191.34	352.56	(1,697.99)	524,674.88
169: MISCELLANEOUS GIFT FUND	28,606.01	1.92	471.71	0.00	1.92	28,136.22
172: WOODEN PLAYGROUND MAINT FUND	3,279.24	0.42	0.00	0.00	0.42	3,279.66
177: POLICE FORFEITURE FUND	2,408.05	0.20	0.00	0.00	0.20	2,408.25
178: LIBRARY MAINTENANCE FUND	1,194,302.54	2,429.44	0.00	(2,168.84)	429.44	1,194,563.14
180: MISCELLANEOUS GRANTS FUND	44,900.01	793.83	851.49	1,273.20	1,006.83	46,115.55
200: DEBT SERVICE FUND	468,664.20	4,097.23	0.00	0.00	4,064.88	472,761.43
301: PARK SHELTER CAPITAL IMPROVEMENT	17,706.36	132.60	51.99	50.55	2.60	17,837.52
302: CITY HALL IMPROVEMENTS	16,318.05	2.39	0.00	(19.29)	2.39	16,301.15
325: PAVEMENT MANAGEMENT	0.00	1,001.44	76.13	(800.31)	0.00	125.00
326: SIDEWALK IMPROVEMENTS PROJECT	5,607.64	0.75	12.60	(3.54)	0.75	5,592.25
328: PARKING LOT IMPROVEMENTS PHASE II	40,691.78	6.25	0.00	0.00	6.25	40,698.03



City of Oskaloosa, IA

## City of Oskaloosa, IA Treasurer's Report February 1-28, 2015

Fund	Beginning Cash Balance	Revenue (+)	Expenses (-)	Change in Pending Payables	Change in Investments	Ending Cash Balance
600: WATER O&M FUND	1,185,492.24	0.00	0.00	0.00	0.00	1,185,492.24
601: WATER CONSUMER DEPOSIT FUND	87,215.27	0.00	0.00	0.00	0.00	87,215.27
603: WATER SINKING FUND	166,865.44	0.00	0.00	0.00	0.00	166,865.44
604: WATER RESERVE FUND	85,604.79	0.00	0.00	0.00	0.00	85,604.79
610: SANITARY SEWER O&M FUND	40,943.96	99,340.18	58,850.32	(6,686.30)	0.00	74,747.52
611: SANITARY SEWER REVENUE FUND	1,616,095.22	170,325.49	140,504.18	(93.00)	64,262.38	1,645,823.53
612: SANITARY SEWER SINKING FUND	256,243.75	40,214.00	0.00	0.00	40,000.00	296,457.75
614: SANITARY SEWER IMPROVEMENT FUND	92,064.89	950.00	0.00	0.00	1,000.00	93,014.89
660: AIRPORT FUND	261,505.50	96.55	7,901.17	864.92	(22,963.45)	254,565.80
661: AIRPORT PAVEMENT REHABILITATION PROJECT	(14,700.00)	0.00	0.00	0.00	0.00	(14,700.00)
740: STORM WATER UTILITY FUND	698,033.74	22,554.68	672.00	(266.39)	21,080.90	719,650.03
750: EDMUNDSON GOLF COURSE FUND	51,296.30	7.91	125.81	125.81	(992.09)	51,304.21
760: RACI MAIN STREET LOAN FUND	18,416.44	166.46	0.00	0.00	1.89	18,582.90
810: COPIER/FAX REVOLVING FUND	7,578.84	557.16	442.46	96.19	1.07	7,789.73
820: EMPLOYEE HEALTH SELF-INSURANCE	836,165.56	86,996.60	107,444.37	0.00	(19,905.20)	815,717.79
830: EMPLOYEE FLEX PLAN FUND	1,129.10	3,053.78	3,186.89	0.00	0.12	995.99



# REVENUE REPORT

## Account Detail

For Fiscal: 2014-2015 Period Ending: 02/28/2015

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
<b>Fund: 001 - GENERAL FUND</b>					
41 - TAXES	-2,695,578.00	-15,677.45	-1,464,876.02	-1,230,701.98	54.34 %
42 - LICENSES AND PERMITS	-222,650.00	-3,035.25	-190,753.81	-31,896.19	85.67 %
43 - USE OF MONEY & PROPERTY	-5,600.00	-306.02	-2,691.02	-2,908.98	48.05 %
44 - INTERGOVERNMENTAL	-271,312.00	-4,778.79	-169,729.76	-101,582.24	62.56 %
45 - CHARGES FOR SERVICES	-133,050.00	-2,739.97	-76,669.96	-56,380.04	57.62 %
47 - MISCELLANEOUS REVENUES	-60,550.00	-5,455.86	-58,541.49	-2,008.51	96.68 %
48 - OTHER FINANCING SOURCES	-1,257,860.00	-100,305.85	-720,920.37	-536,939.63	57.31 %
<b>Fund 001 Total:</b>	<b>-4,646,600.00</b>	<b>-132,299.19</b>	<b>-2,684,182.43</b>	<b>-1,962,417.57</b>	<b>57.77 %</b>
<b>Fund: 002 - GENERAL FUND INSURANCE FUND</b>					
41 - TAXES	-103,281.00	-601.81	-56,306.29	-46,974.71	54.52 %
43 - USE OF MONEY & PROPERTY	0.00	0.00	-0.38	0.38	
44 - INTERGOVERNMENTAL	0.00	0.00	-1,040.89	1,040.89	
<b>Fund 002 Total:</b>	<b>-103,281.00</b>	<b>-601.81</b>	<b>-57,347.56</b>	<b>-45,933.44</b>	<b>55.53 %</b>
<b>Fund: 003 - GENERAL FUND CAPITAL EQUIPMENT</b>					
43 - USE OF MONEY & PROPERTY	-350.00	-14.87	-146.81	-203.19	41.95 %
<b>Fund 003 Total:</b>	<b>-350.00</b>	<b>-14.87</b>	<b>-146.81</b>	<b>-203.19</b>	<b>41.95 %</b>
<b>Fund: 004 - LIBRARY COPIER REVOLVING FUND</b>					
43 - USE OF MONEY & PROPERTY	0.00	-1.35	-10.08	10.08	
47 - MISCELLANEOUS REVENUES	-6,500.00	-693.98	-4,669.64	-1,830.36	71.84 %
<b>Fund 004 Total:</b>	<b>-6,500.00</b>	<b>-695.33</b>	<b>-4,679.72</b>	<b>-1,820.28</b>	<b>72.00 %</b>
<b>Fund: 005 - GENERAL FUND BAND</b>					
41 - TAXES	-20,424.00	-119.03	-11,078.60	-9,345.40	54.24 %
43 - USE OF MONEY & PROPERTY	0.00	0.00	-0.03	0.03	
44 - INTERGOVERNMENTAL	0.00	0.00	-205.84	205.84	
<b>Fund 005 Total:</b>	<b>-20,424.00</b>	<b>-119.03</b>	<b>-11,284.47</b>	<b>-9,139.53</b>	<b>55.25 %</b>
<b>Fund: 006 - GENERAL FUND - LOST</b>					
43 - USE OF MONEY & PROPERTY	-1,200.00	-223.40	-1,663.05	463.05	138.59 %
47 - MISCELLANEOUS REVENUES	-820,406.00	-84,061.75	-723,475.61	-96,930.39	88.19 %
<b>Fund 006 Total:</b>	<b>-821,606.00</b>	<b>-84,285.15</b>	<b>-725,138.66</b>	<b>-96,467.34</b>	<b>88.26 %</b>
<b>Fund: 007 - GENERAL FUND - UTILITY FRANCHISE FEES</b>					
42 - LICENSES AND PERMITS	-396,024.00	0.00	-294,349.41	-101,674.59	74.33 %
43 - USE OF MONEY & PROPERTY	0.00	-106.19	-744.52	744.52	
<b>Fund 007 Total:</b>	<b>-396,024.00</b>	<b>-106.19</b>	<b>-295,093.93</b>	<b>-100,930.07</b>	<b>74.51 %</b>
<b>Fund: 110 - ROAD USE TAX FUND</b>					
44 - INTERGOVERNMENTAL	-1,123,688.00	-101,071.33	-829,178.93	-294,509.07	73.79 %
45 - CHARGES FOR SERVICES	0.00	0.00	-452.00	452.00	
47 - MISCELLANEOUS REVENUES	0.00	0.00	-2,263.76	2,263.76	
48 - OTHER FINANCING SOURCES	0.00	-4,613.00	-5,349.95	5,349.95	
<b>Fund 110 Total:</b>	<b>-1,123,688.00</b>	<b>-105,684.33</b>	<b>-837,244.64</b>	<b>-286,443.36</b>	<b>74.51 %</b>
<b>Fund: 112 - EMPLOYEE BENEFIT FUND</b>					
41 - TAXES	-1,015,627.00	-5,918.05	-552,441.68	-463,185.32	54.39 %
43 - USE OF MONEY & PROPERTY	0.00	-13.68	-223.19	223.19	
44 - INTERGOVERNMENTAL	-19,876.00	0.00	-10,235.58	-9,640.42	51.50 %
<b>Fund 112 Total:</b>	<b>-1,035,503.00</b>	<b>-5,931.73</b>	<b>-562,900.45</b>	<b>-472,602.55</b>	<b>54.36 %</b>
<b>Fund: 119 - EMERGENCY FUND</b>					
41 - TAXES	-89,683.00	-522.57	-48,339.47	-41,343.53	53.90 %
44 - INTERGOVERNMENTAL	0.00	0.00	-903.84	903.84	
<b>Fund 119 Total:</b>	<b>-89,683.00</b>	<b>-522.57</b>	<b>-49,243.31</b>	<b>-40,439.69</b>	<b>54.91 %</b>

REVENUE REPORT

For Fiscal: 2014-2015 Period Ending: 02/28/2015

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
<b>Fund: 121 - LOCAL OPTION SALES TAX FUND</b>					
41 - TAXES	-994,248.00	-85,562.77	-725,868.05	-268,379.95	73.01 %
<b>Fund 121 Total:</b>	<b>-994,248.00</b>	<b>-85,562.77</b>	<b>-725,868.05</b>	<b>-268,379.95</b>	<b>73.01 %</b>
<b>Fund: 122 - HOTEL/MOTEL TAX REVENUE FUND</b>					
41 - TAXES	-115,000.00	0.00	-71,433.55	-43,566.45	62.12 %
<b>Fund 122 Total:</b>	<b>-115,000.00</b>	<b>0.00</b>	<b>-71,433.55</b>	<b>-43,566.45</b>	<b>62.12 %</b>
<b>Fund: 127 - WEST AREA &amp; IND. PARK TIF</b>					
41 - TAXES	-29,677.00	-181.65	-16,232.24	-13,444.76	54.70 %
43 - USE OF MONEY & PROPERTY	0.00	-2.35	-13.52	13.52	
<b>Fund 127 Total:</b>	<b>-29,677.00</b>	<b>-184.00</b>	<b>-16,245.76</b>	<b>-13,431.24</b>	<b>54.74 %</b>
<b>Fund: 130 - WORLD FOOD PARK TIF FUND</b>					
41 - TAXES	-92,647.00	-565.90	-50,574.05	-42,072.95	54.59 %
43 - USE OF MONEY & PROPERTY	0.00	-7.56	-35.97	35.97	
<b>Fund 130 Total:</b>	<b>-92,647.00</b>	<b>-573.46</b>	<b>-50,610.02</b>	<b>-42,036.98</b>	<b>54.63 %</b>
<b>Fund: 140 - HOUSING FUND</b>					
43 - USE OF MONEY & PROPERTY	-550.00	-30.81	-337.70	-212.30	61.40 %
45 - CHARGES FOR SERVICES	-2,100.00	-82.00	-1,145.00	-955.00	54.52 %
47 - MISCELLANEOUS REVENUES	-39,000.00	-3,052.09	-47,156.29	8,156.29	120.91 %
<b>Fund 140 Total:</b>	<b>-41,650.00</b>	<b>-3,164.90</b>	<b>-48,638.99</b>	<b>6,988.99</b>	<b>116.78 %</b>
<b>Fund: 165 - RIEFE MEMORIAL FUND</b>					
43 - USE OF MONEY & PROPERTY	0.00	-2.17	-25.36	25.36	
<b>Fund 165 Total:</b>	<b>0.00</b>	<b>-2.17</b>	<b>-25.36</b>	<b>25.36</b>	
<b>Fund: 167 - LIBRARY MEMORIAL FUND</b>					
43 - USE OF MONEY & PROPERTY	-12,260.00	-302.01	-8,171.58	-4,088.42	66.65 %
45 - CHARGES FOR SERVICES	0.00	-35.00	-139.66	139.66	
47 - MISCELLANEOUS REVENUES	-38,500.00	-389.73	-3,741.10	-34,758.90	9.72 %
48 - OTHER FINANCING SOURCES	0.00	-85.00	-1,219.60	1,219.60	
<b>Fund 167 Total:</b>	<b>-50,760.00</b>	<b>-811.74</b>	<b>-13,271.94</b>	<b>-37,488.06</b>	<b>26.15 %</b>
<b>Fund: 169 - MISCELLANEOUS GIFT FUND</b>					
43 - USE OF MONEY & PROPERTY	0.00	-1.92	-19.98	19.98	
47 - MISCELLANEOUS REVENUES	0.00	0.00	-2,227.00	2,227.00	
<b>Fund 169 Total:</b>	<b>0.00</b>	<b>-1.92</b>	<b>-2,246.98</b>	<b>2,246.98</b>	
<b>Fund: 172 - WOODEN PLAYGROUND MAINT FUND</b>					
43 - USE OF MONEY & PROPERTY	0.00	-0.42	-3.58	3.58	
<b>Fund 172 Total:</b>	<b>0.00</b>	<b>-0.42</b>	<b>-3.58</b>	<b>3.58</b>	
<b>Fund: 177 - POLICE FORFEITURE FUND</b>					
43 - USE OF MONEY & PROPERTY	0.00	-0.20	-2.04	2.04	
45 - CHARGES FOR SERVICES	0.00	0.00	-1,178.00	1,178.00	
48 - OTHER FINANCING SOURCES	0.00	0.00	-2,200.00	2,200.00	
<b>Fund 177 Total:</b>	<b>0.00</b>	<b>-0.20</b>	<b>-3,380.04</b>	<b>3,380.04</b>	
<b>Fund: 178 - LIBRARY MAINTENANCE FUND</b>					
43 - USE OF MONEY & PROPERTY	-40,000.00	-2,429.44	-28,020.30	-11,979.70	70.05 %
<b>Fund 178 Total:</b>	<b>-40,000.00</b>	<b>-2,429.44</b>	<b>-28,020.30</b>	<b>-11,979.70</b>	<b>70.05 %</b>
<b>Fund: 180 - MISCELLANEOUS GRANTS FUND</b>					
43 - USE OF MONEY & PROPERTY	0.00	-6.83	-36.62	36.62	
44 - INTERGOVERNMENTAL	0.00	0.00	-4,666.79	4,666.79	
47 - MISCELLANEOUS REVENUES	0.00	-787.00	-30,151.61	30,151.61	
48 - OTHER FINANCING SOURCES	0.00	0.00	-6,458.74	6,458.74	
<b>Fund 180 Total:</b>	<b>0.00</b>	<b>-793.83</b>	<b>-41,313.76</b>	<b>41,313.76</b>	
<b>Fund: 181 - BROWNFIELD SITES ASSESSMENT GRANT FUND</b>					
44 - INTERGOVERNMENTAL	-400,000.00	0.00	0.00	-400,000.00	0.00 %
<b>Fund 181 Total:</b>	<b>-400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-400,000.00</b>	<b>0.00 %</b>
<b>Fund: 199 - WFP RISE PAYMENT FUND</b>					
47 - MISCELLANEOUS REVENUES	-16,216.00	0.00	0.00	-16,216.00	0.00 %
<b>Fund 199 Total:</b>	<b>-16,216.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-16,216.00</b>	<b>0.00 %</b>

REVENUE REPORT

For Fiscal: 2014-2015 Period Ending: 02/28/2015

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
<b>Fund: 200 - DEBT SERVICE FUND</b>					
41 - TAXES	-691,389.00	-4,032.35	-376,352.66	-315,036.34	54.43 %
43 - USE OF MONEY & PROPERTY	-900.00	-64.88	-374.84	-525.16	41.65 %
44 - INTERGOVERNMENTAL	-13,787.00	0.00	-6,889.60	-6,897.40	49.97 %
46 - SPECIAL ASSESSMENTS	0.00	0.00	-10,200.00	10,200.00	
48 - OTHER FINANCING SOURCES	-123,081.00	0.00	-2,140.72	-120,940.28	1.74 %
<b>Fund 200 Total:</b>	<b>-829,157.00</b>	<b>-4,097.23</b>	<b>-395,957.82</b>	<b>-433,199.18</b>	<b>47.75 %</b>
<b>Fund: 301 - PARK SHELTER CAPITAL IMPROVEMENT</b>					
43 - USE OF MONEY & PROPERTY	-3,700.00	-132.60	-1,752.32	-1,947.68	47.36 %
<b>Fund 301 Total:</b>	<b>-3,700.00</b>	<b>-132.60</b>	<b>-1,752.32</b>	<b>-1,947.68</b>	<b>47.36 %</b>
<b>Fund: 302 - CITY HALL IMPROVEMENTS</b>					
43 - USE OF MONEY & PROPERTY	0.00	-2.39	-18.43	18.43	
48 - OTHER FINANCING SOURCES	-2,000.00	0.00	-3,069.75	1,069.75	153.49 %
<b>Fund 302 Total:</b>	<b>-2,000.00</b>	<b>-2.39</b>	<b>-3,088.18</b>	<b>1,088.18</b>	<b>154.41 %</b>
<b>Fund: 322 - BURLINGTON ROAD RECONSTRUCTION FUND</b>					
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 %
<b>Fund 322 Total:</b>	<b>-185,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-185,000.00</b>	<b>0.00 %</b>
<b>Fund: 325 - PAVEMENT MANAGEMENT</b>					
48 - OTHER FINANCING SOURCES	-1,740,175.00	-1,001.44	-356,306.42	-1,383,868.58	20.48 %
<b>Fund 325 Total:</b>	<b>-1,740,175.00</b>	<b>-1,001.44</b>	<b>-356,306.42</b>	<b>-1,383,868.58</b>	<b>20.48 %</b>
<b>Fund: 326 - SIDEWALK IMPROVEMENTS PROJECT</b>					
43 - USE OF MONEY & PROPERTY	0.00	-0.75	-9.55	9.55	
44 - INTERGOVERNMENTAL	-185,600.00	0.00	0.00	-185,600.00	0.00 %
46 - SPECIAL ASSESSMENTS	0.00	0.00	-220.00	220.00	
47 - MISCELLANEOUS REVENUES	0.00	0.00	-5,586.00	5,586.00	
48 - OTHER FINANCING SOURCES	-124,400.00	0.00	0.00	-124,400.00	0.00 %
<b>Fund 326 Total:</b>	<b>-310,000.00</b>	<b>-0.75</b>	<b>-5,815.55</b>	<b>-304,184.45</b>	<b>1.88 %</b>
<b>Fund: 328 - PARKING LOT IMPROVEMENTS PHASE II</b>					
43 - USE OF MONEY & PROPERTY	0.00	-6.25	-55.08	55.08	
<b>Fund 328 Total:</b>	<b>0.00</b>	<b>-6.25</b>	<b>-55.08</b>	<b>55.08</b>	
<b>Fund: 343 - 2015 GO BOND FUND</b>					
48 - OTHER FINANCING SOURCES	-3,000,000.00	0.00	0.00	-3,000,000.00	0.00 %
<b>Fund 343 Total:</b>	<b>-3,000,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-3,000,000.00</b>	<b>0.00 %</b>
<b>Fund: 600 - WATER O&amp;M FUND</b>					
43 - USE OF MONEY & PROPERTY	-20,660.00	0.00	-12,661.05	-7,998.95	61.28 %
45 - CHARGES FOR SERVICES	-2,225,542.00	0.00	-1,099,097.09	-1,126,444.91	49.39 %
47 - MISCELLANEOUS REVENUES	-4,800.00	0.00	-19,474.67	14,674.67	405.72 %
<b>Fund 600 Total:</b>	<b>-2,251,002.00</b>	<b>0.00</b>	<b>-1,131,232.81</b>	<b>-1,119,769.19</b>	<b>50.25 %</b>
<b>Fund: 601 - WATER CONSUMER DEPOSIT FUND</b>					
43 - USE OF MONEY & PROPERTY	0.00	0.00	-210.27	210.27	
<b>Fund 601 Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>-210.27</b>	<b>210.27</b>	
<b>Fund: 603 - WATER SINKING FUND</b>					
48 - OTHER FINANCING SOURCES	-418,882.00	0.00	-209,447.52	-209,434.48	50.00 %
<b>Fund 603 Total:</b>	<b>-418,882.00</b>	<b>0.00</b>	<b>-209,447.52</b>	<b>-209,434.48</b>	<b>50.00 %</b>
<b>Fund: 604 - WATER RESERVE FUND</b>					
48 - OTHER FINANCING SOURCES	-36,000.00	0.00	-18,000.00	-18,000.00	50.00 %
<b>Fund 604 Total:</b>	<b>-36,000.00</b>	<b>0.00</b>	<b>-18,000.00</b>	<b>-18,000.00</b>	<b>50.00 %</b>
<b>Fund: 610 - SANITARY SEWER O&amp;M FUND</b>					
48 - OTHER FINANCING SOURCES	-1,296,891.00	-99,340.18	-840,569.04	-456,321.96	64.81 %
<b>Fund 610 Total:</b>	<b>-1,296,891.00</b>	<b>-99,340.18</b>	<b>-840,569.04</b>	<b>-456,321.96</b>	<b>64.81 %</b>
<b>Fund: 611 - SANITARY SEWER REVENUE FUND</b>					
43 - USE OF MONEY & PROPERTY	-3,000.00	-262.38	-2,049.07	-950.93	68.30 %
45 - CHARGES FOR SERVICES	-1,778,300.00	-168,267.46	-1,197,108.43	-581,191.57	67.32 %
46 - SPECIAL ASSESSMENTS	0.00	-1,668.00	-8,344.00	8,344.00	

REVENUE REPORT

For Fiscal: 2014-2015 Period Ending: 02/28/2015

ObjectCa...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
<b>Fund: 611 - SANITARY SEWER REVENUE FUND</b>					
47 - MISCELLANEOUS REVENUES	0.00	-127.65	-4,292.54	4,292.54	
48 - OTHER FINANCING SOURCES	0.00	0.00	-19,015.74	19,015.74	
<b>Fund 611 Total:</b>	<b>-1,781,300.00</b>	<b>-170,325.49</b>	<b>-1,230,809.78</b>	<b>-550,490.22</b>	<b>69.10 %</b>
<b>Fund: 612 - SANITARY SEWER SINKING FUND</b>					
48 - OTHER FINANCING SOURCES	-482,575.00	-40,214.00	-321,719.00	-160,856.00	66.67 %
<b>Fund 612 Total:</b>	<b>-482,575.00</b>	<b>-40,214.00</b>	<b>-321,719.00</b>	<b>-160,856.00</b>	<b>66.67 %</b>
<b>Fund: 614 - SANITARY SEWER IMPROVEMENT FUND</b>					
48 - OTHER FINANCING SOURCES	-11,400.00	-950.00	-7,600.00	-3,800.00	66.67 %
<b>Fund 614 Total:</b>	<b>-11,400.00</b>	<b>-950.00</b>	<b>-7,600.00</b>	<b>-3,800.00</b>	<b>66.67 %</b>
<b>Fund: 660 - AIRPORT FUND</b>					
43 - USE OF MONEY & PROPERTY	-206,532.00	-37.55	-103,301.42	-103,230.58	50.02 %
45 - CHARGES FOR SERVICES	0.00	0.00	-1,287.00	1,287.00	
47 - MISCELLANEOUS REVENUES	-7,200.00	-59.00	-8,685.84	1,485.84	120.64 %
<b>Fund 660 Total:</b>	<b>-213,732.00</b>	<b>-96.55</b>	<b>-113,274.26</b>	<b>-100,457.74</b>	<b>53.00 %</b>
<b>Fund: 740 - STORM WATER UTILITY FUND</b>					
43 - USE OF MONEY & PROPERTY	0.00	-80.90	-685.79	685.79	
45 - CHARGES FOR SERVICES	-225,000.00	-22,473.78	-155,339.98	-69,660.02	69.04 %
<b>Fund 740 Total:</b>	<b>-225,000.00</b>	<b>-22,554.68</b>	<b>-156,025.77</b>	<b>-68,974.23</b>	<b>69.34 %</b>
<b>Fund: 750 - EDMUNDSON GOLF COURSE FUND</b>					
43 - USE OF MONEY & PROPERTY	-8,500.00	-7.91	-77.68	-8,422.32	0.91 %
47 - MISCELLANEOUS REVENUES	-300.00	0.00	0.00	-300.00	0.00 %
<b>Fund 750 Total:</b>	<b>-8,800.00</b>	<b>-7.91</b>	<b>-77.68</b>	<b>-8,722.32</b>	<b>0.88 %</b>
<b>Fund: 760 - RACI MAIN STREET LOAN FUND</b>					
43 - USE OF MONEY & PROPERTY	-485.00	-1.89	-15.55	-469.45	3.21 %
47 - MISCELLANEOUS REVENUES	-1,490.00	-164.57	-1,151.99	-338.01	77.31 %
<b>Fund 760 Total:</b>	<b>-1,975.00</b>	<b>-166.46</b>	<b>-1,167.54</b>	<b>-807.46</b>	<b>59.12 %</b>
<b>Fund: 810 - COPIER/FAX REVOLVING FUND</b>					
43 - USE OF MONEY & PROPERTY	0.00	-1.07	-7.12	7.12	
47 - MISCELLANEOUS REVENUES	0.00	-556.09	-4,827.68	4,827.68	
<b>Fund 810 Total:</b>	<b>0.00</b>	<b>-557.16</b>	<b>-4,834.80</b>	<b>4,834.80</b>	
<b>Fund: 820 - EMPLOYEE HEALTH SELF-INSURANCE</b>					
43 - USE OF MONEY & PROPERTY	0.00	-94.80	-876.64	876.64	
47 - MISCELLANEOUS REVENUES	0.00	-86,901.80	-533,434.74	533,434.74	
<b>Fund 820 Total:</b>	<b>0.00</b>	<b>-86,996.60</b>	<b>-534,311.38</b>	<b>534,311.38</b>	
<b>Fund: 830 - EMPLOYEE FLEX PLAN FUND</b>					
43 - USE OF MONEY & PROPERTY	0.00	-0.12	-3.35	3.35	
45 - CHARGES FOR SERVICES	0.00	-46.00	-374.00	374.00	
47 - MISCELLANEOUS REVENUES	0.00	-3,007.66	-27,586.36	27,586.36	
<b>Fund 830 Total:</b>	<b>0.00</b>	<b>-3,053.78</b>	<b>-27,963.71</b>	<b>27,963.71</b>	
<b>Report Total:</b>	<b>-22,821,446.00</b>	<b>-853,288.52</b>	<b>-11,588,539.24</b>	<b>-11,232,906.76</b>	<b>50.78 %</b>



# EXPENSE TRIAL BALANCE

## Account Detail

For Fiscal: 2014-2015 Period Ending: 02/28/2015

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
<b>Fund: 001 - GENERAL FUND</b>					
1010 - POLICE OPERATIONS	1,750,608.00	119,948.26	1,149,953.09	600,654.91	65.69 %
1030 - EMERGENCY MANAGEMENT	7,805.00	102.42	1,780.17	6,024.83	22.81 %
1050 - FIRE DEPARTMENT	820,555.00	74,215.84	574,388.89	246,166.11	70.00 %
1055 - RENTAL INSPECTIONS	2,500.00	0.00	0.00	2,500.00	0.00 %
1070 - BUILDING INSPECTIONS	126,187.00	5,474.45	104,956.95	21,230.05	83.18 %
1090 - ANIMAL CONTROL	93,000.00	0.00	39,242.00	53,758.00	42.20 %
1900 - 911 DISPATCH	154,057.00	0.00	99,984.00	54,073.00	64.90 %
2010 - ROADS, BRIDGES, SIDEWALKS	20,000.00	0.00	0.00	20,000.00	0.00 %
2030 - STREET LIGHTING	98,000.00	3,641.70	90,223.80	7,776.20	92.07 %
2080 - AIRPORT	44,000.00	0.00	10,477.18	33,522.82	23.81 %
4010 - LIBRARY SERVICES	563,614.00	39,946.83	377,589.01	186,024.99	66.99 %
4030 - PARKS	251,491.00	6,052.52	112,603.67	138,887.33	44.77 %
4031 - POOL	123,039.00	601.90	89,032.73	34,006.27	72.36 %
4050 - CEMETERY	50,000.00	0.00	100,000.00	-50,000.00	200.00 %
5020 - ECONOMIC DEVELOPMENT	40,000.00	0.00	28,125.00	11,875.00	70.31 %
5040 - PLANNING & ZONING	1,300.00	145.72	1,408.94	-108.94	108.38 %
6010 - CITY MANAGER	285,533.00	21,099.27	190,642.39	94,890.61	66.77 %
6011 - CITY COUNCIL & MAYOR	238,649.00	1,794.84	55,234.59	183,414.41	23.14 %
6020 - CLERK, TREAS. & FINANCIAL ADMIN	279,617.00	21,769.59	198,594.28	81,022.72	71.02 %
6030 - ELECTIONS	8,856.00	0.00	0.00	8,856.00	0.00 %
6040 - LEGAL SERVICES & CITY ATTORNEY	87,600.00	4,221.20	78,155.17	9,444.83	89.22 %
6050 - CITY HALL & GENERAL BUILDINGS	94,288.00	5,530.19	59,457.68	34,830.32	63.06 %
9500 - ENGINEERING (ALLOCATED)	0.00	-7,511.06	17,307.45	-17,307.45	
<b>Fund 001 Total:</b>	<b>5,140,699.00</b>	<b>297,033.67</b>	<b>3,379,156.99</b>	<b>1,761,542.01</b>	<b>65.73 %</b>
<b>Fund: 002 - GENERAL FUND INSURANCE FUND</b>					
6060 - TORT LIABILITY	110,870.00	0.00	110,163.56	706.44	99.36 %
<b>Fund 002 Total:</b>	<b>110,870.00</b>	<b>0.00</b>	<b>110,163.56</b>	<b>706.44</b>	<b>99.36 %</b>
<b>Fund: 003 - GENERAL FUND CAPITAL EQUIPMENT</b>					
6050 - CITY HALL & GENERAL BUILDINGS	30,000.00	0.00	26,111.57	3,888.43	87.04 %
<b>Fund 003 Total:</b>	<b>30,000.00</b>	<b>0.00</b>	<b>26,111.57</b>	<b>3,888.43</b>	<b>87.04 %</b>
<b>Fund: 004 - LIBRARY COPIER REVOLVING FUND</b>					
4010 - LIBRARY SERVICES	5,300.00	705.38	2,634.64	2,665.36	49.71 %
<b>Fund 004 Total:</b>	<b>5,300.00</b>	<b>705.38</b>	<b>2,634.64</b>	<b>2,665.36</b>	<b>49.71 %</b>
<b>Fund: 005 - GENERAL FUND BAND</b>					
4020 - BAND	22,422.00	0.00	18,115.55	4,306.45	80.79 %
<b>Fund 005 Total:</b>	<b>22,422.00</b>	<b>0.00</b>	<b>18,115.55</b>	<b>4,306.45</b>	<b>80.79 %</b>
<b>Fund: 006 - GENERAL FUND - LOST</b>					
2010 - ROADS, BRIDGES, SIDEWALKS	1,489,575.00	1,001.44	356,306.42	1,133,268.58	23.92 %
<b>Fund 006 Total:</b>	<b>1,489,575.00</b>	<b>1,001.44</b>	<b>356,306.42</b>	<b>1,133,268.58</b>	<b>23.92 %</b>
<b>Fund: 007 - GENERAL FUND - UTILITY FRANCHISE FEES</b>					
2010 - ROADS, BRIDGES, SIDEWALKS	447,000.00	0.00	35,000.00	412,000.00	7.83 %
<b>Fund 007 Total:</b>	<b>447,000.00</b>	<b>0.00</b>	<b>35,000.00</b>	<b>412,000.00</b>	<b>7.83 %</b>
<b>Fund: 110 - ROAD USE TAX FUND</b>					
2010 - ROADS, BRIDGES, SIDEWALKS	1,148,310.00	54,408.45	834,784.22	313,525.78	72.70 %
2030 - STREET LIGHTING	45,150.00	7,174.83	7,174.83	37,975.17	15.89 %
2040 - TRAFFIC CONTROL & SAFETY	33,216.00	2,831.67	18,663.84	14,552.16	56.19 %
2050 - SNOW REMOVAL	89,443.00	7,866.84	43,115.19	46,327.81	48.20 %
2070 - STREET CLEANING	41,849.00	1,035.33	18,166.09	23,682.91	43.41 %
<b>Fund 110 Total:</b>	<b>1,357,968.00</b>	<b>73,317.12</b>	<b>921,904.17</b>	<b>436,063.83</b>	<b>67.89 %</b>

## EXPENSE TRIAL BALANCE

For Fiscal: 2014-2015 Period Ending: 02/28/2015

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
<b>Fund: 112 - EMPLOYEE BENEFIT FUND</b>					
9100 - TRANSFER OUT	1,120,415.00	99,783.28	637,670.83	482,744.17	56.91 %
<b>Fund 112 Total:</b>	<b>1,120,415.00</b>	<b>99,783.28</b>	<b>637,670.83</b>	<b>482,744.17</b>	<b>56.91 %</b>
<b>Fund: 119 - EMERGENCY FUND</b>					
9100 - TRANSFER OUT	89,683.00	522.57	49,243.31	40,439.69	54.91 %
<b>Fund 119 Total:</b>	<b>89,683.00</b>	<b>522.57</b>	<b>49,243.31</b>	<b>40,439.69</b>	<b>54.91 %</b>
<b>Fund: 121 - LOCAL OPTION SALES TAX FUND</b>					
5900 - COMMUNITY SCHOOLS	994,248.00	85,562.77	725,868.05	268,379.95	73.01 %
<b>Fund 121 Total:</b>	<b>994,248.00</b>	<b>85,562.77</b>	<b>725,868.05</b>	<b>268,379.95</b>	<b>73.01 %</b>
<b>Fund: 122 - HOTEL/MOTEL TAX REVENUE FUND</b>					
4040 - RECREATION	115,000.00	0.00	71,433.55	43,566.45	62.12 %
<b>Fund 122 Total:</b>	<b>115,000.00</b>	<b>0.00</b>	<b>71,433.55</b>	<b>43,566.45</b>	<b>62.12 %</b>
<b>Fund: 127 - WEST AREA &amp; IND. PARK TIF</b>					
5020 - ECONOMIC DEVELOPMENT	29,860.00	0.00	530.24	29,329.76	1.78 %
<b>Fund 127 Total:</b>	<b>29,860.00</b>	<b>0.00</b>	<b>530.24</b>	<b>29,329.76</b>	<b>1.78 %</b>
<b>Fund: 130 - WORLD FOOD PARK TIF FUND</b>					
5020 - ECONOMIC DEVELOPMENT	93,221.00	0.00	1,610.48	91,610.52	1.73 %
<b>Fund 130 Total:</b>	<b>93,221.00</b>	<b>0.00</b>	<b>1,610.48</b>	<b>91,610.52</b>	<b>1.73 %</b>
<b>Fund: 138 - HOUSING DONATED FUNDS</b>					
5030 - HOUSING & URBAN RENEWAL	17,370.00	0.00	0.00	17,370.00	0.00 %
<b>Fund 138 Total:</b>	<b>17,370.00</b>	<b>0.00</b>	<b>0.00</b>	<b>17,370.00</b>	<b>0.00 %</b>
<b>Fund: 140 - HOUSING FUND</b>					
5030 - HOUSING & URBAN RENEWAL	128,547.00	11.10	63,177.83	65,369.17	49.15 %
<b>Fund 140 Total:</b>	<b>128,547.00</b>	<b>11.10</b>	<b>63,177.83</b>	<b>65,369.17</b>	<b>49.15 %</b>
<b>Fund: 144 - GRANT &amp; LINCOLN SCHOOL DEVELOPME</b>					
5030 - HOUSING & URBAN RENEWAL	21,328.00	0.00	21,328.11	-0.11	100.00 %
<b>Fund 144 Total:</b>	<b>21,328.00</b>	<b>0.00</b>	<b>21,328.11</b>	<b>-0.11</b>	<b>100.00 %</b>
<b>Fund: 165 - RIEFE MEMORIAL FUND</b>					
4010 - LIBRARY SERVICES	4,500.00	0.00	11,620.00	-7,120.00	258.22 %
<b>Fund 165 Total:</b>	<b>4,500.00</b>	<b>0.00</b>	<b>11,620.00</b>	<b>-7,120.00</b>	<b>258.22 %</b>
<b>Fund: 167 - LIBRARY MEMORIAL FUND</b>					
4010 - LIBRARY SERVICES	53,000.00	2,191.34	25,178.07	27,821.93	47.51 %
<b>Fund 167 Total:</b>	<b>53,000.00</b>	<b>2,191.34</b>	<b>25,178.07</b>	<b>27,821.93</b>	<b>47.51 %</b>
<b>Fund: 169 - MISCELLANEOUS GIFT FUND</b>					
1010 - POLICE OPERATIONS	0.00	0.00	3,150.62	-3,150.62	
1050 - FIRE DEPARTMENT	0.00	0.00	1,165.63	-1,165.63	
4020 - BAND	0.00	0.00	2,276.57	-2,276.57	
4030 - PARKS	0.00	471.71	471.71	-471.71	
4031 - POOL	0.00	0.00	7.88	-7.88	
<b>Fund 169 Total:</b>	<b>0.00</b>	<b>471.71</b>	<b>7,072.41</b>	<b>-7,072.41</b>	
<b>Fund: 172 - WOODEN PLAYGROUND MAINT FUND</b>					
4030 - PARKS	3,272.00	0.00	0.00	3,272.00	0.00 %
<b>Fund 172 Total:</b>	<b>3,272.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,272.00</b>	<b>0.00 %</b>
<b>Fund: 177 - POLICE FORFEITURE FUND</b>					
1010 - POLICE OPERATIONS	3,500.00	0.00	5,446.80	-1,946.80	155.62 %
<b>Fund 177 Total:</b>	<b>3,500.00</b>	<b>0.00</b>	<b>5,446.80</b>	<b>-1,946.80</b>	<b>155.62 %</b>
<b>Fund: 178 - LIBRARY MAINTENANCE FUND</b>					
4010 - LIBRARY SERVICES	42,600.00	0.00	12,975.51	29,624.49	30.46 %
<b>Fund 178 Total:</b>	<b>42,600.00</b>	<b>0.00</b>	<b>12,975.51</b>	<b>29,624.49</b>	<b>30.46 %</b>
<b>Fund: 180 - MISCELLANEOUS GRANTS FUND</b>					
1010 - POLICE OPERATIONS	0.00	0.00	9,352.58	-9,352.58	
2900 - OTHER PUBLIC WORKS	0.00	0.00	5,000.00	-5,000.00	
4030 - PARKS	0.00	851.49	2,200.00	-2,200.00	
4040 - RECREATION	0.00	0.00	2,400.00	-2,400.00	

## EXPENSE TRIAL BALANCE

For Fiscal: 2014-2015 Period Ending: 02/28/2015

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
<b>Fund: 180 - MISCELLANEOUS GRANTS FUND</b>					
4040 - RECREATION	400,000.00	0.00	0.00	400,000.00	0.00 %
<b>Fund 180 Total:</b>	<b>0.00</b>	<b>851.49</b>	<b>18,952.58</b>	<b>-18,952.58</b>	
<b>Fund: 181 - BROWNFIELD SITES ASSESSMENT GRANT FUND</b>					
2900 - OTHER PUBLIC WORKS	400,000.00	0.00	0.00	400,000.00	0.00 %
<b>Fund 181 Total:</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>0.00 %</b>
<b>Fund: 199 - WFP RISE PAYMENT FUND</b>					
5020 - ECONOMIC DEVELOPMENT	16,216.00	0.00	16,216.00	0.00	
<b>Fund 199 Total:</b>	<b>16,216.00</b>	<b>0.00</b>	<b>16,216.00</b>	<b>0.00</b>	
<b>Fund: 200 - DEBT SERVICE FUND</b>					
7010 - DEBT SERVICE	862,471.00	0.00	61,235.00	801,236.00	7.10 %
<b>Fund 200 Total:</b>	<b>862,471.00</b>	<b>0.00</b>	<b>61,235.00</b>	<b>801,236.00</b>	<b>7.10 %</b>
<b>Fund: 301 - PARK SHELTER CAPITAL IMPROVEMENT</b>					
4030 - PARKS	16,785.00	51.99	508.58	16,276.42	3.03 %
<b>Fund 301 Total:</b>	<b>16,785.00</b>	<b>51.99</b>	<b>508.58</b>	<b>16,276.42</b>	<b>3.03 %</b>
<b>Fund: 302 - CITY HALL IMPROVEMENTS</b>					
6050 - CITY HALL & GENERAL BUILDINGS	125.00	0.00	125.54	-0.54	100.43 %
<b>Fund 302 Total:</b>	<b>125.00</b>	<b>0.00</b>	<b>125.54</b>	<b>-0.54</b>	<b>100.43 %</b>
<b>Fund: 322 - BURLINGTON ROAD RECONSTRUCTION FUND</b>					
2010 - ROADS, BRIDGES, SIDEWALKS	185,000.00	0.00	0.00	185,000.00	0.00 %
<b>Fund 322 Total:</b>	<b>185,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>185,000.00</b>	<b>0.00 %</b>
<b>Fund: 325 - PAVEMENT MANAGEMENT</b>					
2010 - ROADS, BRIDGES, SIDEWALKS	1,740,175.00	76.13	356,382.55	1,383,792.45	20.48 %
<b>Fund 325 Total:</b>	<b>1,740,175.00</b>	<b>76.13</b>	<b>356,382.55</b>	<b>1,383,792.45</b>	<b>20.48 %</b>
<b>Fund: 326 - SIDEWALK IMPROVEMENTS PROJECT</b>					
2010 - ROADS, BRIDGES, SIDEWALKS	323,286.00	12.60	13,769.74	309,516.26	4.26 %
<b>Fund 326 Total:</b>	<b>323,286.00</b>	<b>12.60</b>	<b>13,769.74</b>	<b>309,516.26</b>	<b>4.26 %</b>
<b>Fund: 328 - PARKING LOT IMPROVEMENTS PHASE II</b>					
2010 - ROADS, BRIDGES, SIDEWALKS	0.00	0.00	2,032.00	-2,032.00	
<b>Fund 328 Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>2,032.00</b>	<b>-2,032.00</b>	
<b>Fund: 343 - 2015 GO BOND FUND</b>					
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 %
<b>Fund 343 Total:</b>	<b>3,000,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,000,000.00</b>	<b>0.00 %</b>
<b>Fund: 600 - WATER O&amp;M FUND</b>					
8000 - WATER PLANT OPERATIONS	573,386.00	0.00	198,501.17	374,884.83	34.62 %
8001 - WATER DISTRIBUTION	1,054,688.00	0.00	485,590.49	569,097.51	46.04 %
8006 - WATER OFFICE	695,527.00	0.00	347,254.88	348,272.12	49.93 %
<b>Fund 600 Total:</b>	<b>2,323,601.00</b>	<b>0.00</b>	<b>1,031,346.54</b>	<b>1,292,254.46</b>	<b>44.39 %</b>
<b>Fund: 603 - WATER SINKING FUND</b>					
8001 - WATER DISTRIBUTION	418,895.00	0.00	77,490.00	341,405.00	18.50 %
<b>Fund 603 Total:</b>	<b>418,895.00</b>	<b>0.00</b>	<b>77,490.00</b>	<b>341,405.00</b>	<b>18.50 %</b>
<b>Fund: 604 - WATER RESERVE FUND</b>					
8001 - WATER DISTRIBUTION	100,000.00	0.00	37,208.17	62,791.83	37.21 %
<b>Fund 604 Total:</b>	<b>100,000.00</b>	<b>0.00</b>	<b>37,208.17</b>	<b>62,791.83</b>	<b>37.21 %</b>
<b>Fund: 610 - SANITARY SEWER O&amp;M FUND</b>					
8015 - SANITARY SEWER-TREATMENT	930,064.00	47,636.16	458,469.97	471,594.03	49.29 %
8016 - SANITARY SEWER-COLLECTION	366,827.00	11,214.16	332,875.39	33,951.61	90.74 %
<b>Fund 610 Total:</b>	<b>1,296,891.00</b>	<b>58,850.32</b>	<b>791,345.36</b>	<b>505,545.64</b>	<b>61.02 %</b>
<b>Fund: 611 - SANITARY SEWER REVENUE FUND</b>					
8015 - SANITARY SEWER-TREATMENT	1,790,866.00	140,504.18	1,169,888.04	620,977.96	65.33 %
<b>Fund 611 Total:</b>	<b>1,790,866.00</b>	<b>140,504.18</b>	<b>1,169,888.04</b>	<b>620,977.96</b>	<b>65.33 %</b>
<b>Fund: 612 - SANITARY SEWER SINKING FUND</b>					
8015 - SANITARY SEWER-TREATMENT	482,575.00	0.00	25,261.25	457,313.75	5.23 %

## EXPENSE TRIAL BALANCE

For Fiscal: 2014-2015 Period Ending: 02/28/2015

Activit...	Total Budget	Period Activity	Fiscal Activity	Budget Remaining	Actual %
<b>Fund: 612 - SANITARY SEWER SINKING FUND</b>					
8015 - SANITARY SEWER-TREATMENT	0.00	0.00	45,075.48	-45,075.48	
<b>Fund 612 Total:</b>	<b>482,575.00</b>	<b>0.00</b>	<b>25,261.25</b>	<b>457,313.75</b>	<b>5.23 %</b>
<b>Fund: 618 - IDOT SEWER EXTENSION PROJECT</b>					
8016 - SANITARY SEWER-COLLECTION	0.00	0.00	45,075.48	-45,075.48	
<b>Fund 618 Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>45,075.48</b>	<b>-45,075.48</b>	
<b>Fund: 660 - AIRPORT FUND</b>					
8035 - AIRPORT	181,340.00	7,901.17	175,222.80	6,117.20	96.63 %
<b>Fund 660 Total:</b>	<b>181,340.00</b>	<b>7,901.17</b>	<b>175,222.80</b>	<b>6,117.20</b>	<b>96.63 %</b>
<b>Fund: 661 - AIRPORT PAVEMENT REHABILITATION PROJECT</b>					
8035 - AIRPORT	0.00	0.00	14,700.00	-14,700.00	
<b>Fund 661 Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>14,700.00</b>	<b>-14,700.00</b>	
<b>Fund: 740 - STORM WATER UTILITY FUND</b>					
8065 - STORM WATER	382,124.00	672.00	121,978.99	260,145.01	31.92 %
<b>Fund 740 Total:</b>	<b>382,124.00</b>	<b>672.00</b>	<b>121,978.99</b>	<b>260,145.01</b>	<b>31.92 %</b>
<b>Fund: 750 - EDMUNDSON GOLF COURSE FUND</b>					
8070 - GOLF GREENS MAINTENANCE	0.00	0.00	540.00	-540.00	
8071 - GOLF PRO SHOP	22,973.00	125.81	11,490.54	11,482.46	50.02 %
<b>Fund 750 Total:</b>	<b>22,973.00</b>	<b>125.81</b>	<b>12,030.54</b>	<b>10,942.46</b>	<b>52.37 %</b>
<b>Fund: 760 - RACI MAIN STREET LOAN FUND</b>					
8060 - HOUSING & URBAN RENEWAL	9,606.00	0.00	0.00	9,606.00	0.00 %
<b>Fund 760 Total:</b>	<b>9,606.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,606.00</b>	<b>0.00 %</b>
<b>Fund: 810 - COPIER/FAX REVOLVING FUND</b>					
9310 - COPIER REVOLVING	0.00	442.46	3,173.95	-3,173.95	
<b>Fund 810 Total:</b>	<b>0.00</b>	<b>442.46</b>	<b>3,173.95</b>	<b>-3,173.95</b>	
<b>Fund: 820 - EMPLOYEE HEALTH SELF-INSURANCE</b>					
9320 - EMPLOYEE HEALTH SELF-INSURANCE	0.00	107,444.37	656,244.10	-656,244.10	
<b>Fund 820 Total:</b>	<b>0.00</b>	<b>107,444.37</b>	<b>656,244.10</b>	<b>-656,244.10</b>	
<b>Fund: 830 - EMPLOYEE FLEX PLAN FUND</b>					
9330 - EMPLOYEE FLEX PLAN	0.00	3,186.89	31,199.81	-31,199.81	
<b>Fund 830 Total:</b>	<b>0.00</b>	<b>3,186.89</b>	<b>31,199.81</b>	<b>-31,199.81</b>	
<b>Report Total:</b>	<b>24,873,307.00</b>	<b>880,719.79</b>	<b>11,143,935.11</b>	<b>13,729,371.89</b>	<b>44.80 %</b>



## City Council Communication

Meeting Date: March 16, 2015

Requested By: Mayor & City Council

**Item Title: CONSENT AGENDA**

Consider appointment to the Water Board.

**Explanation:**

Jon Zobel has given notice that he is resigning from the Water Board effective as soon as a replacement is appointed or until the end of March. Zobel's term ends June 30, 2020. This is a three member board that typically meets the third Monday of the month. Currently three males serve on the board. Applications for appointment have been received from Brad Hodges, Pete Settimi and Debora Philpot. 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: Mayor Krutzfeldt recommends the appointment of Brad Hodges to the Water Board to fill an unexpired term that ends June 30, 2020.

**Budget Consideration:**

Not applicable.

**Attachments:**

Applications from Brad Hodges, Pete Settimi and Debora Philpot.

## Application for Board or Commission

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According to Oskaloosa Charter Article V Section 5.1,  
All members of boards, commissions and  
committees shall be registered voters of the City of  
Oskaloosa except rural members of the Library  
Board. Are you a registered voter?

Yes

No

\*  
Board or commission applying for (choose one from  
list):\*

Water Board of Trustees

Board or commission not listed above:

Name of applicant:\*

Address of Applicant\*

Phone number (day)\*

Phone number (evening)

Email address:\*

Would you like to be interviewed for this position?\*

Yes

No

Why are you interested in this position?\*

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

Other civic experience:

\* indicates required fields.

## Application for Board or Commission

---

According to Oskaloosa Charter Article V Section 5.1, All members of boards, commissions and committees shall be registered voters of the City of Oskaloosa except rural members of the Library Board. Are you a registered voter?  
\*

Yes

No

Board or commission applying for (choose one from list):\*

Water Board of Trustees

Board or commission not listed above:

Name of applicant:\*

Address of Applicant\*

Phone number (day)\*

Phone number (evening)

Email address:\*

Would you like to be interviewed for this position?\*

Yes

No

Why are you interested in this position?\*

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

Other civic experience:

\* indicates required fields.

## Application for Board or Commission

According to Oskaloosa Charter Article V Section 5.1, All members of boards, commissions and committees shall be registered voters of the City of Oskaloosa except rural members of the Library Board. Are you a registered voter?

Yes

No

Board or commission applying for (choose one from list):\*

Water Board of Trustees

Board or commission not listed above:

Name of applicant:\*

Address of Applicant\*

Phone number (day)\*

Phone number (evening)

Email address:\*

Would you like to be interviewed for this position?\*

Yes

No

Why are you interested in this position?\*

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

Other civic experience:

\* indicates required fields.



## City Council Communication

Meeting Date: March 16, 2015

Requested By: City Attorney

**Item Title: CONSENT AGENDA**

Consider a resolution setting date for a public hearing on charges of selling tobacco to a minor against Oskaloosa Cenex dba Oskaloosa Watering Hole, 1911 17<sup>th</sup> Avenue East.

**Explanation:**

The City Council needs to schedule a public hearing regarding charges of selling tobacco to a minor. The charges are regarding a violation of selling tobacco to a minor against Oskaloosa Cenex dba Oskaloosa Watering Hole located at 1911 17<sup>th</sup> Avenue East.

Staff recommends approval of the resolution.

**Budget Consideration:**

Revenue from fines.

**Attachments:**

Resolution

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

**RESOLUTION SETTING DATE FOR PUBLIC HEARING ON CHARGES OF SELLING TOBACCO TO A MINOR AGAINST CENEX, DBA OSKALOOSA WATERING HOLE, 1911 17<sup>TH</sup> AVENUE EAST, OSKALOOSA, IOWA.**

WHEREAS, the Oskaloosa City Police have issued a Citation to an employee of Oskaloosa Cenex dba Oskaloosa Watering Hole for the sale of tobacco to a minor;

AND WHEREAS, the Clerk making the sale has entered a plea of guilty to the charge of selling tobacco to a minor in violation of the laws of the State of Iowa; and

AND WHEREAS, a public hearing before the Council should be scheduled to address the issue of the imposition of the statutory civil penalty;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oskaloosa, Iowa that a public hearing should be conducted on Monday, April 20, 2015 at 6:00 p.m. in the City Council Chambers, City Hall, Oskaloosa, Iowa, as to the imposition of a statutory civil penalty against Oskaloosa Cenex dba Oskaloosa Watering Hole for a first offense sale of tobacco products to a minor.

PASSED AND APPROVED the \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

\_\_\_\_\_  
Amy Miller, City Clerk



## City Council Communication

Meeting Date: March 16, 2015

Requested By: City Attorney

**Item Title: CONSENT AGENDA**

Consider a resolution setting date for a public hearing on charges of selling tobacco to a minor against Jiffy, 315 A Avenue East.

**Explanation:**

The City Council needs to schedule a public hearing regarding charges of selling tobacco to a minor. The charges are regarding a violation of selling tobacco to a minor against Jiffy located at 315 A Avenue East.

Staff recommends approval of the resolution.

**Budget Consideration:**

Revenue from fines.

**Attachments:**

Resolution

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

**RESOLUTION SETTING DATE FOR PUBLIC HEARING ON CHARGES OF SELLING TOBACCO TO A MINOR AGAINST JIFFY, 315 A AVENUE EAST, OSKALOOSA, IOWA.**

WHEREAS, the Oskaloosa City Police have issued a Citation to an employee of Jiffy for the sale of tobacco to a minor;

AND WHEREAS, the Clerk making the sale has entered a plea of guilty to the charge of selling tobacco to a minor in violation of the laws of the State of Iowa; and

AND WHEREAS, a public hearing before the Council should be scheduled to address the issue of the imposition of the statutory civil penalty;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oskaloosa, Iowa that a public hearing should be conducted on Monday, April 20, 2015 at 6:00 p.m. in the City Council Chambers, City Hall, Oskaloosa, Iowa, as to the imposition of a statutory civil penalty against Jiffy for a first offense sale of tobacco products to a minor.

PASSED AND APPROVED the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

\_\_\_\_\_  
Amy Miller, City Clerk



## City Council Communication

Meeting Date: March 16, 2015

Requested By: City Attorney

**Item Title: CONSENT AGENDA**

Consider a resolution setting date for a public hearing on charges of selling tobacco to a minor against Hy-Vee Food Stores, Inc., 110 South D Street.

**Explanation:**

The City Council needs to schedule a public hearing regarding charges of selling tobacco to a minor. The charges are regarding a violation of selling tobacco to a minor against Hy-Vee Food Stores, Inc. located at 110 South D Street.

Staff recommends approval of the resolution.

**Budget Consideration:**

Revenue from fines.

**Attachments:**

Resolution

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

**RESOLUTION SETTING DATE FOR PUBLIC HEARING ON CHARGES OF SELLING TOBACCO TO A MINOR AGAINST HY-VEE FOOD STORES, INC., 110 SOUTH D STREET, OSKALOOSA, IOWA.**

WHEREAS, the Oskaloosa City Police have issued a Citation to an employee of Hy-Vee Food Stores, Inc. for the sale of tobacco to a minor;

AND WHEREAS, the Clerk making the sale has entered a plea of guilty to the charge of selling tobacco to a minor in violation of the laws of the State of Iowa; and

AND WHEREAS, a public hearing before the Council should be scheduled to address the issue of the imposition of the statutory civil penalty;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oskaloosa, Iowa that a public hearing should be conducted on Monday, April 20, 2015 at 6:00 p.m. in the City Council Chambers, City Hall, Oskaloosa, Iowa, as to the imposition of a statutory civil penalty against Hy-Vee Food Stores, Inc. for a first offense sale of tobacco products to a minor.

PASSED AND APPROVED the \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

\_\_\_\_\_  
Amy Miller, City Clerk



## City Council Communication

Meeting Date: March 16, 2015

Requested By: City Manager Dept.

**Item Title: CONSENT AGENDA**

Consider request from United Way of Mahaska County for use of city streets and the recreation trail for the 7<sup>th</sup> Annual Live United 5K & YMCA Healthy Kids Day run/walk event.

**Explanation:**

United Way of Mahaska County would like to have a 5K run/walk in Oskaloosa on Saturday, April 25, 2015 from 8:30 a.m. until 10:30 a.m. on the route on the attached map as part of the 7<sup>th</sup> Annual Live United 5K & YMCA Healthy Kids Day. Staff members have approved the route.

Staff recommends approval of this request subject to receipt of a \$1,000,000 liability insurance certificate naming the city as an additional insured.

**Budget Consideration:**

No financial impact is anticipated with this item.

**Attachments:**

United Way 5K Run/Walk Special Use Request Form  
Letter from United Way volunteer with map

## Special Use Permit

Please read the Special Use Terms and Conditions before starting the permit application

[Special Use Terms and Conditions](#)

**I have read and will adhere to the Special Use Terms and Conditions\***

Yes

Special Use Requested\*

Date\*

Organization or Individual Name\*

Contact Person\*

Address\*

City\*

State

Zip

Phone\*

Email

Event Description\*

Are you requesting permission to install or place equipment, signs, decorations, lighting, tents, concessions or other structures or objects? Prior approval must be granted by the City of Oskaloosa, Iowa.

If yes, please explain

Attachments

[2015 5K United Way Request with map.pdf](#)

I understand and agree to the terms of this request, accept responsibility for adherence to the Special Use Terms and Conditions and I am authorized to check below.\*

Yes

**This Special Use Request must be carried and presented upon request during all special use activities.**

All fees associated with this permit must be paid at City Hall

\* indicates required fields.

(Text from above)

The LIVE UNITED 5K & YMCA Healthy Kids day is a day filled with fun, active and educational activities for people of all ages. The 5K run, starting at 8:30 am, will take the recreational trail for the majority of the run but will use M Ave W for a short distance (see map). The Fun Run portion, starting at 9:30, will use the same route in various ways.

We would like to place signs along the route to help direct people as they run. These will be yard signs that are easily placed and removed.

Dear Mayor and City Council,

The United Way of Mahaska County is looking to hold its 7<sup>th</sup> annual LIVE UNITED 5K and YMCA Healthy Kids Day. The event will begin and end at the William Penn University's PAC on April 25<sup>th</sup>, 2015. The race committee is asking for access to local streets (View Map) from 8:30 am until 10:30 am to allow runners/walkers the right of entry through the streets of Oskaloosa. The United Way would appreciate the councils support as we provide the community with a socially friendly morning filled with fun, laughter, and a relaxing stroll through Mahaska County. The purpose of this event is to help raise awareness of the support being offered through local non-profit agencies and promote healthy living.

If you have questions prior to the United Way agenda request for March 16<sup>th</sup>, please call Lindsey Sheets at 641.673.6043

Thank you,

Lindsey Sheets  
Marketing and Events Coordinator  
United Way of Mahaska County





## City Council Communication

Meeting Date: March 16, 2015

Requested By: Public Works Dept.

### **Item Title: CONSENT AGENDA**

Consider a resolution scheduling a public hearing on the vacation and sale of 134.25' X 16.5' of the north-south alley adjacent to 815 4<sup>th</sup> Avenue West.

### **Explanation:**

Jeff Shelton, owner of 815 4<sup>th</sup> Avenue West, has requested that the portion of the north-south alley adjacent to his property be vacated. Mr. Shelton would like to purchase the land in order to maintain his property and for other aesthetic reasons.

The city conducted a survey of property owners with direct access to this alley. Among the residents that responded (3 total), 2 of them (Patterson Hahn Inc. and Shelton) wanted the alley to be vacated and 1 (M. Shrago & Son, Inc.) did not want the alley vacated. The owner of M. Shrago & Son, Inc. stated that they do not want the alley vacated because they need the alley access in order to maintain their fence. This alley contains no utility infrastructure. The City Council previously approved this alley vacation in 2005. However, since the quit claim deed was never paid, the alley was not vacated.

The Planning & Zoning Commission considered this item at their March 9, 2015 meeting and recommended by a vote of 6 to 0 that city council approve the alley vacate request.

### **Recommended Action:**

Staff recommends approving the resolution scheduling a public hearing for April 6, 2015.

### **Budget Consideration:**

\$100.00 for application fees, and if the alley vacate is approved, revenue of \$1,107.56 (134.25' X 16.5' X \$.50/SF). Alley vacates result in revenue received by the city. The city sells residential alleys for \$.50 per square foot.

**Attachments:**

Resolution, Location Map, Existing Pictures, Alley Vacate Application, and Responses from owners and utility companies.

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

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO CONSIDER AN ORDINANCE TO VACATE THE NORTH-SOUTH ALLEY ADJACENT TO 815 4<sup>TH</sup> AVENUE WEST, AND FOR THE SALE OF SAID PUBLIC ALLEY RIGHT-OF WAY

WHEREAS, a request has been made and the City wishes to consider the vacation and sale of the north-south public alley right-of-way that lies adjacent to 815 4<sup>th</sup> Avenue West and is legally described as follows:

*The 134.25 foot by 16.5 foot section of the north-south alley lying adjacent to the south half of Lot 1 of Ninde Williams and Co. Addition in the City of Oskaloosa, Mahaska County, Iowa.*

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

WHEREAS, section 12.24.030 of the Oskaloosa Municipal Code requires a hearing on such vacations,

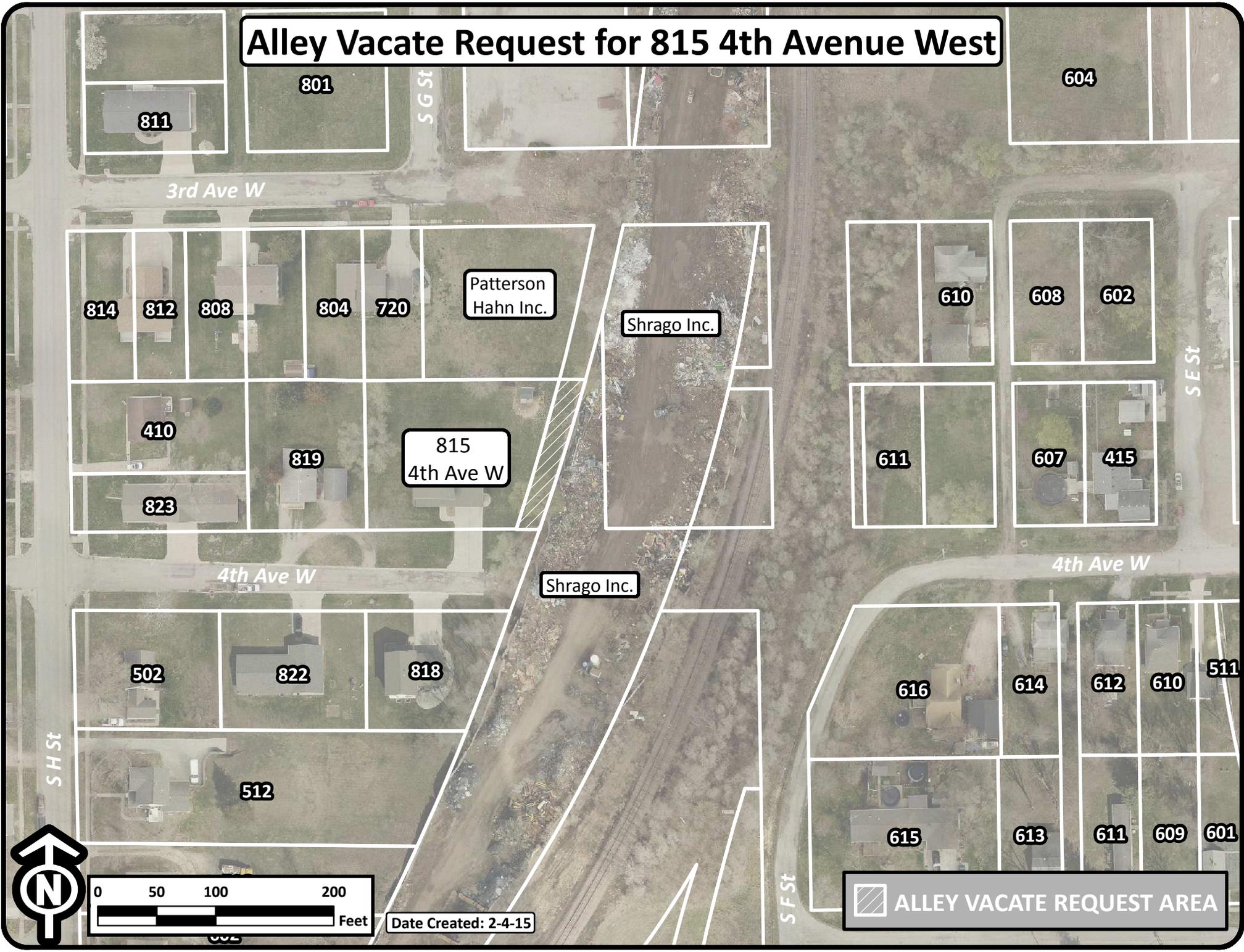
NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa, that a public hearing shall be conducted on April 6, 2015 at 6:00 p.m. in the City Council Chambers, City Hall, Oskaloosa, Iowa, at which time persons may appear and speak for or against the vacation as legally described in the preamble hereof.

PASSED AND APPROVED this \_\_\_\_\_ day of March, 2015.

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

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

# Alley Vacate Request for 815 4th Avenue West



801

604

811

SG St

3rd Ave W

814

812

808

804

720

Patterson  
Hahn Inc.

Shrago Inc.

610

608

602

SE St

410

819

815  
4th Ave W

611

607

415

823

4th Ave W

Shrago Inc.

4th Ave W

502

822

818

616

614

612

610

511

SH St

512

615

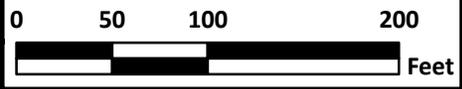
613

611

609

601

SF St



Date Created: 2-4-15

 ALLEY VACATE REQUEST AREA



North-south alley adjacent to 815 4<sup>th</sup> Avenue West, looking north.



North-south alley adjacent to 815 4<sup>th</sup> Avenue West, looking south.

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: 1-21-15

Property Owner Name: Jeff Shelton

Address: 815 4<sup>th</sup> Ave West

Phone: 641-660-0981

Description of alley requested for vacation: Entire east side of property  
has a 20 ft wide strip of land owned by the city. This "alley"  
separates my property and the neighbor, Shragro.

Reason for requesting alley vacation: The "alley" (20 ft wide strip of land) is on a  
hill and is unusable for city use or use by the neighbor. The land  
has been maintained for years and appears to be part of my property.

I would like to purchase the land so I can continue to mow and maintain  
it to keep the neighborhood remaining nice looking.

Signature Jeff Shelton

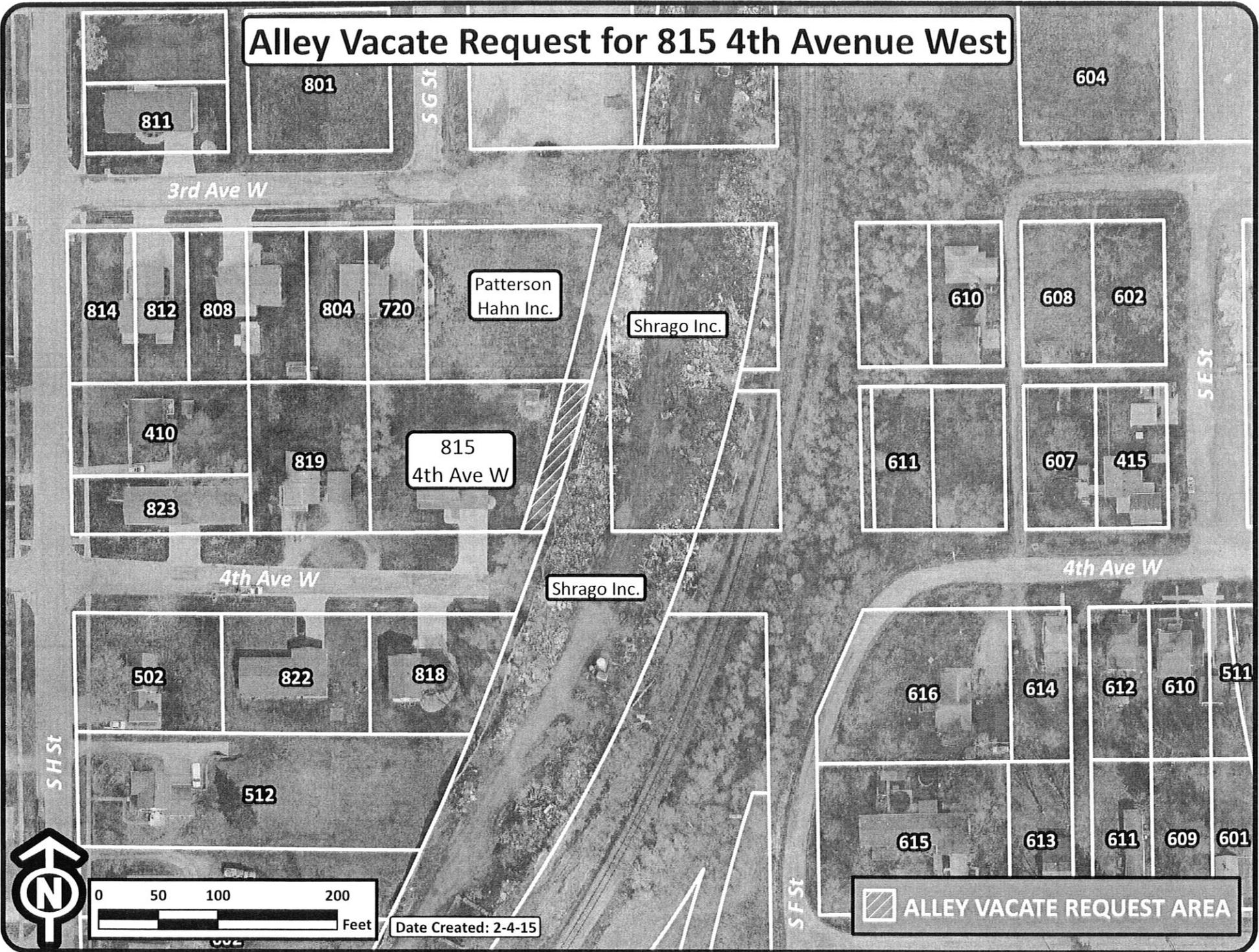
OFFICE USE:

Application Fee Paid 100.00 2/3/2015

Amount Paid For 1/2 of Alley: \$ 553.78 (134.25 X 110.5 X \$ .50 /SF) Total: \$1,107.50

Vacation Approved \_\_\_\_\_ Denied \_\_\_\_\_ Refund Payment \_\_\_\_\_

# Alley Vacate Request for 815 4th Avenue West



815  
4th Ave W

 ALLEY VACATE REQUEST AREA

0 50 100 200  
Feet

Date Created: 2-4-15



North-south alley adjacent to 815 4<sup>th</sup> Avenue West, looking north.



North-south alley adjacent to 815 4<sup>th</sup> Avenue West, looking south.

**ALLEY VACATION RESPONSE : 815 4th Avenue West**

ADDRESS	NAME	RESPONSE	COMMENTS
815 4th Avenue West	Jeffery & Cheri Shelton	Yes, Approve the proposed alley vacation	
Parcel ID #1024129011	M. Shrago & Son, Inc.	No, Do not approve the proposed alley vacation	M. Shrago & Son Inc. needs the alley access to maintain fence
720 3rd Avenue West	Patterson Hahn Inc.	Yes, Approve the proposed alley vacation	

**UTILITY COMPANY RESPONSE**

MCG	No major Utility Infrastructure
WATER DEPT.	No major Utility Infrastructure
CENTURY LINK MIDAMERICAN	No major Utility Infrastructure
ENERGY	No major Utility Infrastructure
CITY SANITARY SEWER	No major Utility Infrastructure

**ALLEY VACATION RESPONSE : 815 4th Avenue West**

ADDRESS	NAME	RESPONSE	COMMENTS
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MCG	No major Utility Infrastructure
WATER DEPT.	No major Utility Infrastructure
CENTURY LINK	No major Utility Infrastructure
MIDAMERICAN ENERGY	No major Utility Infrastructure
CITY SANITARY SEWER	No major Utility Infrastructure



## City Council Communication

Meeting Date: March 16, 2015

**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: March 16, 2015

Requested By: Public Works Dept.

### Item Title:

Consider approving a professional services agreement with Garden and Associates, LTD. for the design of sanitary and storm water sewer improvements near South L Street and South M Street in an amount not to exceed \$40,000.00.

### Explanation:

The City has approached Garden and Associates, LTD. to complete the design work for the sanitary and storm water sewer improvements near South L Street and South M Street. The scope of the project is to construct approximately 2,400 lineal feet of sanitary sewer and 1,500 lineal feet of storm sewer near South L Street (from High Avenue to First Avenue) and South M Street (from First Avenue to Seventh Avenue). This section of sanitary and storm sewer has failed and causes frequent sanitary sewer overflow on Third Avenue West.

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

Design & Bid Phase Services: \$35,000.00

Additional services for easements: \$ 5,000.00

**Total: \$40,000.00**

This contract is only for assisting with design, bid, and easements. The construction phase inspection services will require a separate contract with Garden and Associates.

### Recommended Action:

Staff recommends approval of this item as presented.

### Budget Consideration:

An expenditure of \$40,000.00 as allocated in the Capital Improvement Plan for Storm-water and Wastewater projects (CIP Project # 8065-27 & CIP Project # 8016-77).

**Attachments:**

Letter from Gardens & Associates and Agreement.



**AGREEMENT  
BETWEEN OWNER (CITY OF OSKALOOSA, IOWA)  
AND ENGINEER (GARDEN & ASSOCIATES, LTD.)  
FOR PROFESSIONAL SERVICES**

**2015 SANITARY AND STORM SEWER PROJECT  
OSKALOOSA, IOWA**

Prepared by



Issued and Published Jointly by



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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 16, 2015 ("Effective Date") between The City of Oskaloosa, Iowa ("Owner") and Garden & Associates, Ltd. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
**Construct approximately 2,400 lineal feet of sanitary sewer and 1,500 lineal feet of storm sewer including associated structures .**

---

Other terms of this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:  
**Preliminary and Final Design Phase and Bidding or Negotiating Phase.**

---

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

#### 3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### ARTICLE 4 – INVOICES AND PAYMENTS

#### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  1. Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### ~~5.02 *Designing to Construction Cost Limit*~~

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

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar

circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall ~~shall~~ **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. ~~Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.~~
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. ~~Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.~~
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

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

b. by Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks

whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and **Owner shall notify appropriate governmental officials if Owner reasonably concludes that doing so is required by applicable Laws or Regulations;** and (2) Engineer shall **may notify** appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

## 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

## 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
  35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
  36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
  37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **Not used.**
- E. Exhibit E, Notice of Acceptability of Work. **Not used.**
- F. Exhibit F, Construction Cost Limit. **Not used.**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.

- I. Exhibit I, Limitations of Liability. **Not used.**
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

#### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

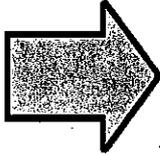
#### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

#### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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



Owner: City of Oskaloosa, Iowa

By: \_\_\_\_\_  
Print name: **David Krutzfeldt**  
Title: **Mayor**  
Date Signed: \_\_\_\_\_

Engineer: Garden & Associates, Ltd.

By: *Robert A. Nielsen*  
Print name: **Robert A. Nielsen, P.E.**  
Title: **President**  
Date Signed: 3/10/15

Address for Owner's receipt of notices:

**804 South D Street**  
**Oskaloosa, Iowa 52577**  
Designated Representative (Paragraph 8.03.A):  
**Akhilesh Pal, P.E.**  
Title: **Public Works Director**  
Phone Number: **(641)673-7472**  
E-Mail Address: **akhilesh.pal@oskaloosaiowa.org**

Address for Engineer's receipt of notices:

**P.O. Box 451**  
**Oskaloosa, Iowa 52577**  
Designated Representative (Paragraph 8.03.A):  
**Robert A. Nielsen, P.E.**  
Title: **President**  
Phone Number: **(641)672-2526**  
E-Mail Address: **bnielsen@gardenassociates.net**

This is **EXHIBIT A**, consisting of **16** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 16, 2015**.

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### **A1.01 Study and Report Phase (Not included as part of this Agreement)**

**A. Engineer shall:**

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions.
  - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
  - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
15. Furnish 3 review copies of the Report and any other Study and Report Phase deliverables to Owner within [ ] days of the Effective Date and review it with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 3 copies of the revised Report and any

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Exhibit A -- Engineer's Services

other Study and Report Phase deliverables to the Owner within [ ] days of receipt of Owner's comments.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

#### A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
  - 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  - 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
  - 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
  - 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
  - 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  - 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
  - 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
  9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: None.
  10. Furnish two (2) review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within sixty (60) days of authorization to proceed with this phase, and review them with Owner. Within ten (10) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
  11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner two (2) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within five (5) days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such

authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
  5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
  6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  9. Perform or provide the following other Final Design Phase tasks or deliverables: None.
  10. Furnish for review by Owner, its legal counsel, and other advisors, three (3) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within thirty (30) days of authorization to proceed with the Final Design Phase, and review them with Owner. Within ten (10) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
  11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies of such documents to Owner within ten (10) days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

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Exhibit A – Engineer's Services

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- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
  - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  - 4. Consult with Owner as to the qualifications of prospective contractors.
  - 5. Consult with Owner as to the qualifications of sub-contractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
  9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: None.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

**A1.05 Construction Phase (Not included as part of this Agreement)**

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
  3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
  4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
  5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data,

drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor **may** jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or

procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests*:
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information

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and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
  23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: None.
  25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor ~~in the form attached hereto as Exhibit E ("Notice of Acceptability of Work")~~ that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
  26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

**A1.06 Post-Construction Phase (Not included as part of this Agreement)**

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  3. Perform or provide the following other Post-Construction Phase tasks or deliverables: None.

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

## **PART 2 – ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
  5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
  7. Undertaking investigations and studies including, but not limited to:
    - a. detailed consideration of operations, maintenance, and overhead expenses;
    - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering

- and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
- c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
  9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
  10. Providing the following services:
    - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
    - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
  11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
  12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
  13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
  14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
  15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
  16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total

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quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

**A2.02 Additional Services Not Requiring Owner's Written Authorization**

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease

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performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 16, 2015**.

## **Owner's Responsibilities**

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

- B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
  - B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
  - C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Utility and topographic mapping and surveys.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

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- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.

---

**Exhibit B – Owner's Responsibilities**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: **None.**

---

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT C**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 16, 2015**.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates**

---

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$40,000 based on the following estimated distribution of compensation:

a. Study and Report Phase	NA
b. Preliminary Design, Final Design and Bidding or Negotiating Phase	\$35,000
c. Construction Phase	NA
d. Post-Construction Phase	NA
e. Additional Services (Easements)	\$5,000

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below. The total estimated compensation listed above is based on a Construction Contract Time of 60 working days.
6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of March 1st) to reflect equitable changes in the compensation payable to Engineer.

**C2.02 Compensation For Reimbursable Expenses**

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.

**C2.03 Other Provisions Concerning Payment**

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.00.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 16, 2015.

## Standard Hourly Rates and Reimbursable Expenses Schedule

Standard Hourly Rates and Reimbursable Expenses are subject to review and adjustment per Exhibit C. Hourly Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

**GARDEN & ASSOCIATES, LTD.  
2015 RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 130.00
Project Manager	\$ 125.00
Engineer 1	\$ 114.00
Engineer 2	\$ 105.00
Engineer 3	\$ 96.00
Engineer 4	\$ 88.00
Engineer 5	\$ 82.00
Surveyor 1	\$ 105.00
Surveyor 2	\$ 102.00
Surveyor 3	\$ 85.00
Technician 1	\$ 89.00
Technician 2	\$ 80.00
Technician 3	\$ 77.00
Technician 4	\$ 73.00
Technician 5	\$ 63.00
Technician 6	\$ 50.00
<u>REIMBURSABLE EXPENSES</u>	
Mileage, Per Mile	\$ 0.57
Printing, Per Square Foot	\$ 0.25
Printing - Color, Per Square Foot	\$ 2.00
Copying, Per Sheet	\$ 0.25
Copying - Color, Per Sheet	\$ 1.50
GPS Survey Equipment, Per Hour	\$ 45.00
Robotic Total Station Equipment, Per Hour	\$ 45.00
ATV GPS Mapping, Per Hour	\$ 120.00

### OTHER REIMBURSABLE EXPENSES

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

### ADJUSTMENTS TO FEE SCHEDULE

- 1 Rate Schedule effective March 1, 2015 through February 28, 2016. The Rate Schedule shall be subject to change each March 1st of each year.

**Insurance**

---

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

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

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, each accident: \$1,000,000
  - 2) Bodily injury by disease, each employee: \$1,000,000
  - 3) Bodily injury/disease, aggregate: \$1,000,000
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
  - 1) Per Occurrence: \$5,000,000
  - 2) General Aggregate: \$5,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
- f. Professional Liability --
  - 1) Each Claim Made \$2,000,000
  - 2) Annual Aggregate \$2,000,000
- g. Other (specify): N/A

2. By Owner:

- a. Workers' Compensation: Statutory

---

**Exhibit G -- Insurance.**

- b. Employer's Liability --
  - 1) Bodily injury, Each Accident \$1,000,000
  - 2) Bodily injury by Disease, Each Employee \$1,000,000
  - 3) Bodily injury/Disease, Aggregate \$1,000,000
  
- c. General Liability --
  - 1) General Aggregate: No Aggregate
  - 2) Each Occurrence (Bodily Injury and Property Damage): \$ 500,000
  
- d. Excess Umbrella Liability
  - 1) Per Occurrence: \$2,000,000
  - 2) General Aggregate: \$2,000,000
  
- e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage): \$ 500,000
  
- f. Other (specify): N/A

**B. Additional Insureds:**

~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

- a. \_\_\_\_\_  
Engineer
  
- b. \_\_\_\_\_  
Engineer's Consultant
  
- c. \_\_\_\_\_  
Engineer's Consultant
  
- d. \_\_\_\_\_  
{other}

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

~~3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 16, 2015**.

## **Dispute Resolution**

---

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

### H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **mediator agreed upon by both parties to this Agreement**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 16, 2015**.

## **Special Provisions**

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Exhibit A of this Agreement is amended as follows:

1. Section A1.01 – Study and Report Phase is deleted in its entirety.
2. Section A1.05 – Construction Phase is deleted in its entirety.
3. Section A1.06 – Post-Construction Phase is deleted in its entirety.
4. Preparation of temporary and permanent easement plats and legal descriptions required for the installation of the proposed sanitary and storm lines is included as a part of this agreement.

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 16, 2015**.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

The Effective Date of this Amendment is: \_\_\_\_\_.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- \_\_\_\_\_ Additional Services to be performed by Engineer
- \_\_\_\_\_ Modifications to services of Engineer
- \_\_\_\_\_ Modifications to responsibilities of Owner
- \_\_\_\_\_ Modifications of payment to Engineer
- \_\_\_\_\_ Modifications to time(s) for rendering services
- \_\_\_\_\_ Modifications to other terms and conditions of the Agreement

Description of Modifications:

***Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.***

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: \_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



## City Council Communication

Meeting Date: March 16, 2015

Requested By: Public Works Dept.

**Item Title:**

Consider a resolution authorizing the submittal of an application to the Area 15 Regional Planning Commission (RPA 15) for Surface Transportation Program (STP) funds to reconstruct D Street from A Avenue West to 6<sup>th</sup> Avenue West.

**Explanation:**

The Area 15 Regional Planning Commission (RPA 15) administers applications for Surface Transportation Program (STP) funds to member jurisdictions. The section of D Street from A Avenue West to 6<sup>th</sup> Avenue West is in the Capital Improvement Plan and is eligible for STP funding. Therefore, City staff have completed an application for STP funding for the reconstruction of this section of D Street in Fiscal Year 2017 & 2018.

The proposed reconstruction plan includes new concrete pavement, ADA sidewalk and ramps, storm and sanitary sewer improvements, and aspects of the City's Complete Streets Policy. This section of D Street is a minor arterial which carries approximately 5,400 vehicles per day. As a result of the high volume of traffic, the existing asphalt over brick pavement is beginning to deteriorate.

The preliminary cost estimate for this project is \$1,900,000 and the application requests 80% (\$1,520,000) STP funding from the RPA 15 with the City providing a minimum local match of 20% (\$380,000) in Fiscal Year 2017 & 2018. In Fiscal Year 2018 there is \$1,259,806 available in STP funding for roads, but if funds are allowed to accumulate, in Fiscal Year 2019 the funding amount increases to \$1,474,806. The STP funding application total of \$1,520,000 is being requested ahead of its allocated time. Historically, the RPA 15 has allowed the borrowing of STP funding ahead of time (e.g. the I & M pavement project completed by the city about five years ago).

**Staff Recommendation:**

The Public Works Department recommends adopting the resolution authorizing the City of Oskaloosa to apply to the Area 15 Regional Planning Commission for \$1,520,000 of Surface Transportation Funding in Federal Fiscal Years 2017 & 2018.

**Budget Consideration:**

The total estimated cost of the project is \$1,900,000. Federal STP funding is requested for 80% (\$1,520,000) with the City providing a minimum of 20% (\$380,000) in Fiscal Year 2017 & 2018. This project is proposed in the five-year CIP in the amount of \$1,545,000 in Fiscal Years 2017 & 2018:

- \$985,000 (\$85,000 in FY17, \$900,000 in FY18) allocated to Roads (CIP#2010-58)
- \$340,000 (\$30,000 in FY17, \$310,000 in FY18) allocated to Stormwater (CIP#8065-15)
- \$220,000 (\$20,000 in FY17, \$200,000 in FY18) allocated to Wastewater (CIP#8016-55)

**Attachments:**

STP Application and Resolution

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

RESOLUTION APPROVING THE APPLICATION FOR AREA 15 REGIONAL PLANNING COMMISSION (RPA 15) SURFACE TRANSPORTATION PROGRAM (STP) FUNDS FOR THE RECONSTRUCTION OF D STREET FROM A AVENUE WEST TO 6<sup>TH</sup> AVENUE WEST IN OSKALOOSA

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

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

WHEREAS, the City of Oskaloosa is seeking to gain funding support for this project by applying for STP funds for Federal Fiscal Years 2017 and 2018 through the RPA 15; and

WHEREAS, the preliminary estimate of project cost is \$1,900,000, with the state reimbursing up to 80% (\$1,520,000) of the total project cost; and

WHEREAS, all STP projects nominated by the City of Oskaloosa are endorsed by the City Council with a commitment to fund a minimum of 20% (\$380,000) of the total project cost as the required local match, if the project is selected.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF OSKALOOSA, IOWA, as follows:

1. Approves and authorizes an application be submitted to the Area 15 Regional Planning Commission for Surface Transportation Program funds in order to reconstruct D Street from A Avenue West (State Highway 92) to 6th Avenue West in the City of Oskaloosa.
2. That the City of Oskaloosa agrees to conform with the regulations, statutes, terms, and conditions described in the application and instructions.
3. That the City of Oskaloosa, Iowa commits to provide the local matching funds of \$380,000 proposed in the funding application contingent upon award, and acceptance, of federal STP funding for the above mentioned project.

PASSED AND APPROVED this \_\_\_\_\_ day of March, 2015.

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

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

## RPA 15 STP Application

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South D Street Reconstruction Project  
Oskaloosa, Iowa



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

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# RPA 15 STP APPLICATION APPLICATION FORM

## GENERAL INFORMATION

Name of Applicant City of Oskaloosa

Name of Sponsor \_\_\_\_\_

Contact Person Akhilesh Pal, Public Works Director

Mailing Address 804 South D Street, Oskaloosa, IA 52577

Phone Number 641-673-7472

## PROJECT INFORMATION

Project Name (route/facility) D Street Reconstruction Project Length (miles)  
0.45 miles (2,350 LF)

Category  Construction  Reconstruction  Transit  Planning

Project Cost

	Projected Total Cost	STP Funds (80%)	Sub-Allocation	Local Funds (20%) City FY	Other (source) (None)
	\$1,900,000	\$128,000 (FY17) \$1,392,000 (FY18)	\$0	\$32,000 (FY17) \$348,000 (FY18)	\$0
<b>Totals:</b>	<b>\$1,900,000</b>	<b>\$1,520,000</b>		<b>\$380,000</b>	

Programming Year  FY16  FY17  FY18  FY19

## APPLICATION CHECKLIST

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

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

*Akhilesh Pal*

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

Public Works  
Director

\_\_\_\_\_  
Title

3-16-2015

\_\_\_\_\_  
Date



## PROJECT DESCRIPTION & SCOPE OF WORK

The City of Oskaloosa is planning to reconstruct D Street from A Avenue West (Highway 92) to 6<sup>th</sup> Avenue West in Oskaloosa, Iowa. This section of D Street is approximately 2,350 feet or 0.45 miles in length and is classified as a minor arterial. It is approximately 36 feet wide from back of curb to back of curb and lies within a 66 foot wide right-of-way. The pavement surface is composed mainly of 1-5 inches of asphalt over a 6 inch brick street base. The concrete curb and gutter sections vary from 2.5 to 3.5 feet in width. Four foot wide sidewalk currently travels along both the east and west sides of the street.

The planned scope of work for the D Street Reconstruction Project involves all work associated with concrete street reconstruction and the implementation of the City's complete street policy. The existing asphalt pavement, underlying brick street, and concrete curb and gutter will be removed. The new street pavement and curb and gutter will be reconstructed in concrete. Sanitary and storm sewer improvements, including manholes, intakes, and new piping, will also be installed. All existing sidewalk ramps will be reconstructed to meet current ADA standards. All alley approaches and existing paved driveway approaches will be reconstructed from the back of the curb to the sidewalk. Defective sidewalk sections at public alleys will also be reconstructed. Erosion and dust control will be maintained throughout the project with conventional seeding performed upon completion over all disturbed areas.

## PROJECT LOCATION

This project is located within the city limits of Oskaloosa, Iowa. Oskaloosa is located at the junction of State Highways 63, 92, 23, and 163 approximately 60 miles south and east of Des Moines (See Figure 1, page 9). The project location within the city of Oskaloosa is shown in Figure 2 on page 10.

## PROJECT AREA AND CONDITIONS

Photographs of the project area are shown on pages 11-13 in Figures 3-7. These project area pictures also show the overall condition of the asphalt surface pavement. Specific areas of pavement and curb and gutter deterioration on D Street can be seen in Figures 8-12 on pages 13-14. In addition to failing pavement, all of the sidewalk curb ramps do not meet current ADA standards. Examples of typical non ADA compliant sidewalk curb ramps on D Street are shown in Figures 13-16 on pages 15-16.

Total street reconstruction is also recommended in order to have access to repair the failing sanitary sewer system currently in place under this section of D Street. The high inflow and infiltration problems existing in this area will be corrected with new sanitary sewer manholes and piping as a part of this project.

In addition to sanitary sewer replacement, the existing storm sewer will be upgraded with new intakes and, where necessary, new piping. Improved storm water capacity and drainage will be a priority along the entire project length.

TRAFFIC VOLUME			Maximum 20 Points:	<b>20</b>
Annual Average Daily Traffic	Rural Project	Points (circle)	Urban Project	Points (circle)
Actual AADT: 5,400	2000+	10	10,000+	10
Source: 2010 Iowa DOT	1000+	9	5,000+	<b>9</b>
AADT	500+	8	2,000+	8
	100+	6	1,000	6
Map for Oskaloosa	50+	5	500+	5
Average AADT: 2,130 Source Iowa DOT		Allow 1 pt. For each 10% above average	Percent Above Average <u>150</u>	Points <u><b>15</b></u>

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

TRUCK TRAFFIC		Maximum 10 Points:	<b>6</b>
1 Point for each Rural % of truck traffic		<u>    </u> % Rural	<u>    </u> Points
2 Points for each Urban % of truck traffic		<u>  3  </u> % Urban	<b>6</b> Points
Source of truck traffic estimate: 2010 Iowa DOT Turning Count Data at Hwy 92 and South D Street intersection			

FEDERAL FUNCTIONAL CLASS		Maximum 20 Points:	<b>16</b>
Rural and Small Municipalities	Points	Urban	Points
Principal Arterial	20	Principal Arterial	20
Minor Arterial	16	Minor Arterial	<b>16</b>
Major Collector	12	Collector	12

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

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

LONG RANGE PLAN GOALS		Maximum 10 Points:	<b>6</b>
Segment has history of high crash rate or deaths		Yes / <b>No</b>	0
Reduces or prevents congestion		<b>Yes</b> / No	2
Enhances movement of freight (trucks)		<b>Yes</b> / No	2
Improve links between counties/ state		Yes / <b>No</b>	0
Supports economic growth/ tourism (provides access to)		<b>Yes</b> / No	2

TOTAL SCORE		Maximum 100 Points	<b>83</b>
		Applicant	
		RPC Recommendation	
		TOTAL	
		Recommended Funding Level	



## PROJECT RATING CRITERIA

### **Traffic Volume: 20 Points**

The Iowa DOT has two traffic counts for this section of D Street. The two counts are 4,350 and 5,400 vehicles per day and were found on the 2010 Annual Average Daily Traffic (AADT) Map. The average AADT for an urban minor arterial street in Mahaska County of 2,130 vehicles per day was also provided by the Iowa DOT. The actual AADT exceeds the average AADT by 150%.

### **Route Continuity: 5 Points**

This section of D Street connects the urban corridor along A Avenue (Hwy 92) to business and residential areas to the south. This project is located within the city limits of Oskaloosa.

### **Truck Traffic: 6 Points**

The percentage of truck traffic is 3%, and was calculated based on the 2010 Iowa DOT turning count data for the intersection of A Avenue West (Hwy 92) and D Street.

### **Federal Functional Class: 16 Points**

This section of D Street is a minor arterial according to the Federal Functional Classification System Map provided by the Iowa DOT.

### **Facility Condition: 20 Points**

The asphalt street pavement surface is deteriorating as shown in Figures 8-12 on pages 13-14. The deterioration is becoming more prevalent along the concrete curb. In addition, the sidewalk ramps are not meeting current ADA standards. Examples of typical non-ADA compliant sidewalk ramps along this section of D Street can be seen in Figures 13-16 on pages 15-16.

### **Safety: 10 Points**

This project will incorporate aspects of the City's complete street policy. This policy will provide greater pedestrian and bike safety as a result of curbed bump-outs at intersections and ADA compliant sidewalk ramps. Improved turning radii, street striping and signage, and proper spacing will improve visibility for both pedestrians and drivers. The street lane widths will be 12 feet in order to accommodate truck traffic. Additional space for on-street parking will also be included. Improved curb and gutter elevations and new storm sewer intakes and piping will increase the water drainage capacities along this street.

### **Long Range Plan Goals: 6 Points**

This project will promote economic growth in Oskaloosa's mall and downtown by encouraging pedestrian traffic. As part of the complete street policy, additional landscaping and trees will enhance the connectivity of this corridor with the downtown district to the east. The curbed bump-outs will reduce congestion by minimizing the street crossing time of pedestrians. The new street pavement will provide truck traffic with a smoother and safer ride, and on-street parking will reduce congestion.

**Table 1.**

**D STREET RECONSTRUCTION PROJECT PRELIMINARY COST ESTIMATE**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Cost</b>
Mobilization	1	LS	\$50,000	\$50,000
Clearing and Grubbing	1	LS	\$15,000	\$15,000
Excavation	6,000	CY	\$10	\$60,000
Subgrade Preparation	12,000	SY	\$5	\$60,000
Subbase	12,000	SY	\$10	\$120,000
Compaction Testing	1	LS	\$5,000	\$5,000
Trench Compaction Testing	1	LS	\$5,000	\$5,000
Sanitary Sewer, Trenched, PVC, 8"	1,850	LF	\$50	\$92,500
Storm Sewer, Trenched, RCP, 15"	2,000	LF	\$50	\$100,000
Subdrain, Perforated PE, 4"	5,000	LF	\$10	\$50,000
Subdrain Outlets and Connections	30	EA	\$200	\$6,000
Removal of Manhole or Intake	20	EA	\$500	\$10,000
Sanitary Sewer Manhole	10	EA	\$5,000	\$50,000
Storm Sewer Intake	15	EA	\$4,000	\$60,000
PCC Pavement, 8" Thick	11,000	SY	\$40	\$440,000
PCC Pavement Samples and Testing	1	LS	\$5,000	\$5,000
Sidewalk Removal	1,500	SY	\$5	\$7,500
Removal of Driveway	350	SY	\$10	\$3,500
PCC Sidewalk, 4" Thick	500	SY	\$35	\$17,500
PCC Sidewalk, 6" Thick	1,200	SY	\$45	\$54,000
Detectable Warnings (4' X 2' fiberglass panel)	68	EA	\$250	\$17,000
PCC Paved Driveway, 6" Thick	350	SY	\$45	\$15,750
Pavement Removal	11,000	SY	\$10	\$110,000
Conventional Seeding	1	LS	\$10,000	\$10,000
Landscaping and Trees	1	LS	\$50,000	\$50,000
Stormwater Pollution Prevention Plan	1	LS	\$5,000	\$5,000
Traffic Pole Relocation	1	LS	\$5,000	\$5,000
Traffic Control	1	LS	\$15,000	\$15,000
<b>Total Estimated Construction Cost:</b>				<b>\$1,439,000</b>
<b>Design Fee (10%):</b>				<b>\$144,000</b>
<b>Inspection Services (10%):</b>				<b>\$144,000</b>
<b>Subtotal:</b>				<b>\$1,727,000</b>
<b>Contingency (10%):</b>				<b>\$173,000</b>
<b>Total Projected Cost:</b>				<b>\$1,900,000</b>

**Table 2.**

**SOUTH D STREET RECONSTRUCTION PROJECT TIMELINE**

<b>ITEM:</b>	<b>DATES:</b>
Consultant Selection	October to December 2016
Concept Statement	December 2016
Environmental Review	January to March 2017
Design	January to July 2017
Preliminary Plans	July to August 2017
Plan Review	September 2017
Final Plans	October to December 2017
Bid Letting & Award	January to March 2018
Begin Construction	March or April 2018
End Construction	by September 30, 2018 (Adjust if necessary)

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

RESOLUTION APPROVING THE APPLICATION FOR AREA 15 REGIONAL PLANNING COMMISSION (RPA 15) SURFACE TRANSPORTATION PROGRAM (STP) FUNDS FOR THE RECONSTRUCTION OF D STREET FROM A AVENUE WEST TO 6<sup>TH</sup> AVENUE WEST IN OSKALOOSA

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

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

WHEREAS, the City of Oskaloosa is seeking to gain funding support for this project by applying for STP funds for Federal Fiscal Years 2017 and 2018 through the RPA 15; and

WHEREAS, the preliminary estimate of project cost is \$1,900,000, with the state reimbursing up to 80% (\$1,520,000) of the total project cost; and

WHEREAS, all STP projects nominated by the City of Oskaloosa are endorsed by the City Council with a commitment to fund a minimum of 20% (\$380,000) of the total project cost as the required local match, if the project is selected.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF OSKALOOSA, IOWA, as follows:

1. Approves and authorizes an application be submitted to the Area 15 Regional Planning Commission for Surface Transportation Program funds in order to reconstruct D Street from A Avenue West (State Highway 92) to 6th Avenue West in the City of Oskaloosa.
2. That the City of Oskaloosa agrees to conform with the regulations, statutes, terms, and conditions described in the application and instructions.
3. That the City of Oskaloosa, Iowa commits to provide the local matching funds of \$380,000 proposed in the funding application contingent upon award, and acceptance, of federal STP funding for the above mentioned project.

PASSED AND APPROVED this \_\_\_\_\_ day of March, 2015.

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

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



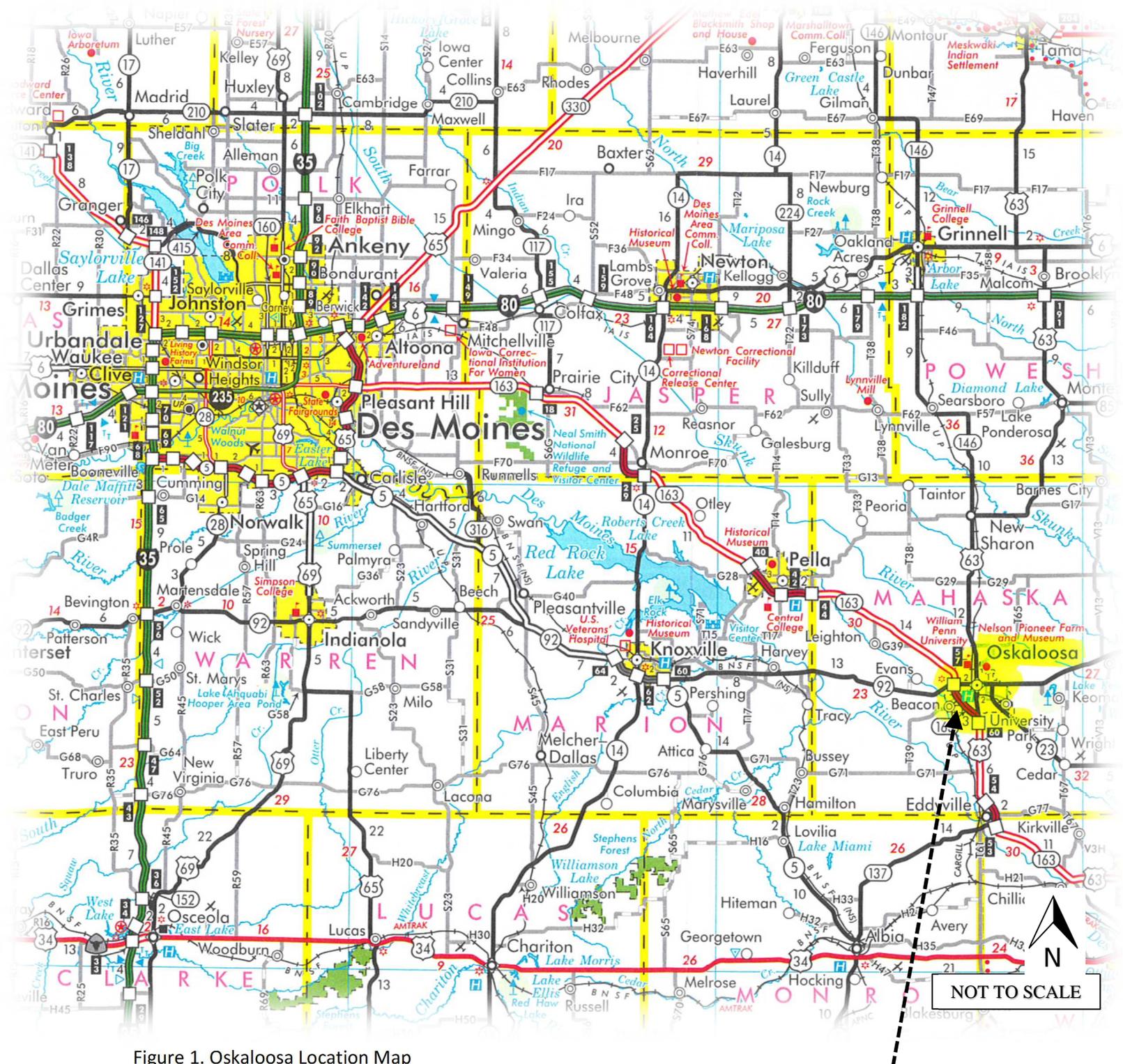


Figure 1. Oskaloosa Location Map

**OSKALOOSA, IOWA**



Oskaloosa Public Works Department  
 804 South D Street, Oskaloosa, IA 52577  
[www.oskaloosaiowa.org](http://www.oskaloosaiowa.org)

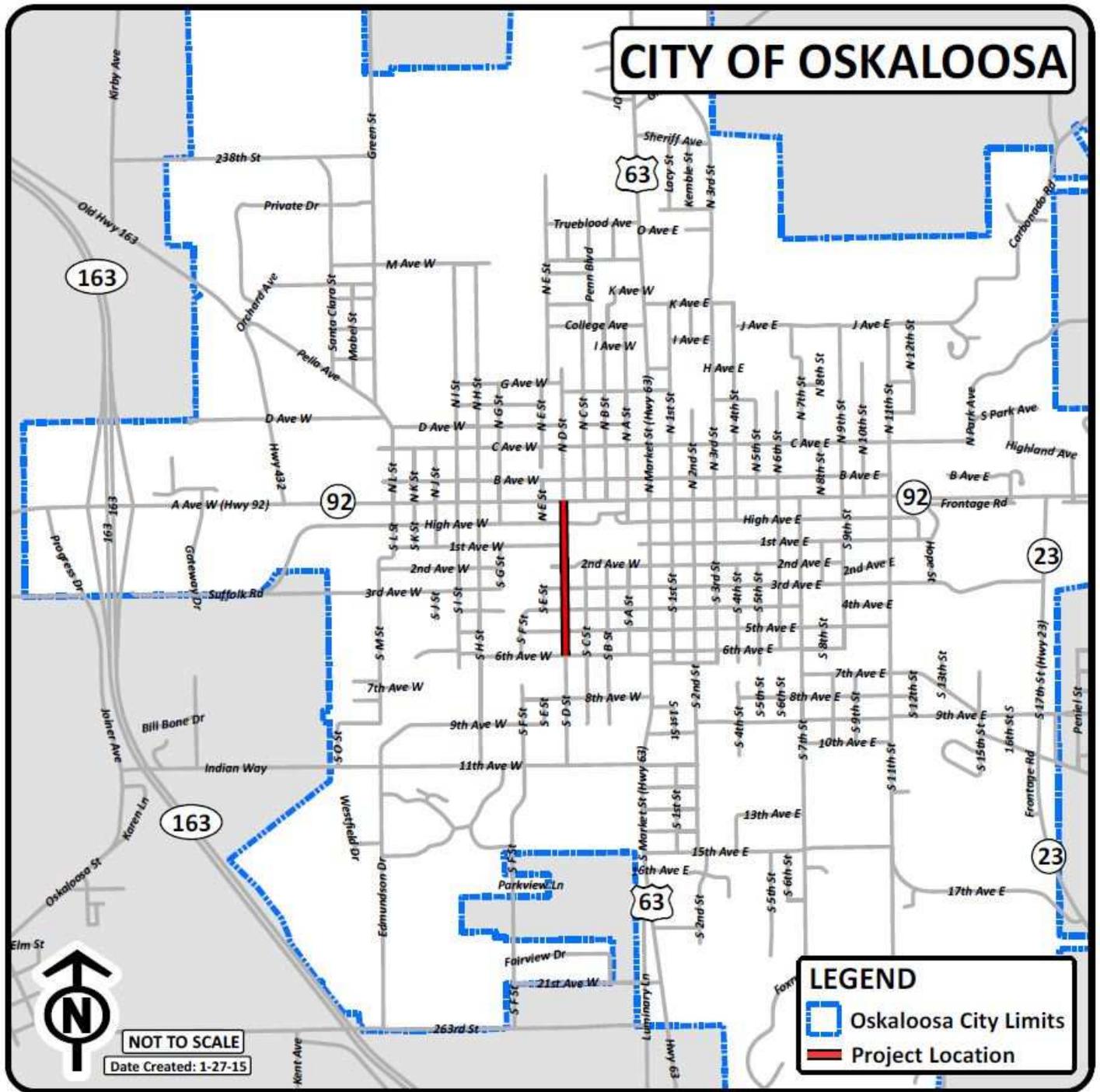


Figure 2. D Street Reconstruction Project Location Map



Figure 3. D Street looking south from 3<sup>rd</sup> Avenue.



Figure 4. Pavement deterioration on D Street.



Figure 5. D Street pavement deterioration.



Figure 6. D Street pavement deterioration.



Figure 7. D Street pavement deterioration.



Figure 8. D Street curb and gutter failure.



Figure 9. D Street looking north from High Avenue.



Figure 10. D Street looking south from A Avenue (Highway 92).



Figure 11. D Street looking north from 6<sup>th</sup> Avenue.



Figure 12. D Street looking north from 3<sup>rd</sup> Avenue.



Figure 13. Non ADA compliant curb ramp on D Street.



Figure 14. Non ADA compliant curb ramp on D Street.



Figure 15. Typical non ADA compliant D Street curb ramps.



Figure 16. Typical non ADA compliant D Street curb ramps.



## City Council Communication

Meeting Date: March 16, 2015

Requested By: Council Appointed Staff

**Item Title: Report on Items from City Staff**

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

**Explanation:**

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

**Budget Consideration:**

Not applicable, report(s) only.

**Attachments:**

None.



## City Council Communication

Meeting Date: March 16, 2015

Requested By: Mayor & City Council

<b>Item Title: City Council Information</b>
<b>Explanation:</b> <p>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.</p>
<b>Budget Consideration:</b> <p>Not applicable, report(s) only.</p>
<b>Attachments:</b> <p>None.</p>

**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.