



**City of Oskaloosa
City Council Meeting Regular Session
Council Chambers
City Hall, 220 S. Market Street
Oskaloosa IA, 52577
Agenda
April 6, 2015**

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

1. Invocation: Pastor Andrea Brownlee, First Christian 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: [20150406 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: [20150406 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: [20150406 CONSENT AGENDA SUMMARY.DOCX](#), [20150406 - BOARD AND COMMISSION MINUTES.DOCX](#)

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

1. March 16, 2015 Regular City Council Meeting Minutes
2. March 23, 2015 Special City Council Meeting Minutes
3. April 6, 2015 Agenda

Documents: [CITY COUNCIL MINUTES MARCH 16, 2015.DOC](#), [CITY COUNCIL MINUTES MARCH 23, 2015.DOC](#)

B. Receive and file minutes of Boards and Commissions

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

1. February 24, 2015 Board of Adjustment Minutes
2. February 23, 2015 Library Board of Trustees Minutes
3. March 2, 2015 Airport Commission Minutes
4. March 19, 2015 Planning and Zoning Commission Special Meeting Minutes
- 5.

Documents: [BOA 2-24-15 MIN.DOCX](#), [FEB 2015 LIB MINUTES.DOC](#), [MARCH 2, 2015 AIRPORT COMMISSION MINUTES.PDF](#), [MARCH 19_2015 SPEC PZ MINUTES.PDF](#), [BOA MIN 3-31-2015 SPECIAL MEETING.DOCX](#)

C. Consider approval of a renewal application for a Class A Liquor License with Sunday Sales from Aerie No. 276 Fraternal Order of Eagles dba Fraternal Order of Eagles, 215 High Avenue East.

Who is submitting this item. City Clerk/Finance Department

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

D. Consider approval of a renewal application for a Class C Beer Permit with Sunday Sales from RRR Properties, LLC dba Oskaloosa Cenex, 1911 17th Avenue East.

Who is submitting this item. City Clerk/Finance Department

Documents: [20150406 CENEX APPLICATION.DOC](#)

E. Consider approval of an application for a 5 day Class A Liquor License (Private Club) from Pheasants Forever dba Mahaska County Pheasants Forever effective April 9, 2015 at the Penn Central Mall.

Who is submitting this item. City Clerk/Finance Department

Documents: [20150406 - PHEASANTS FOREVER APPLICATION.DOC](#)

F. Consider approval of a renewal application for a Class B Beer Permit (includes wine coolers) from Big Ed's BBQ, Inc. dba Big Ed's BBQ, 104 1st Avenue East.

Who is submitting this item. City Clerk/Finance Department

Documents: [CITY COMM BIG ED BBQ.DOC](#)

G. Consider payment of claims for March 2015.

Who is submitting this item. City Clerk/Finance Department

Documents: [CITY COMM-CLAIMS.DOCX](#), [MANUAL CHECK REPORT 03312015.PDF](#), [COUNCIL CLAIMS LIST 04012015.PDF](#), [CLAIMS OVER 500.PDF](#)

H. Consider a resolution approving street closures for 2015 Oskaloosa Area Chamber & Development Group and Oskaloosa

Main Street events.

Who is submitting this City Manager Department
item.

Documents: [20150406 STREET CLOSURES FOR OACDG EVENTS.DOCX](#),
[20150406 RESN. STREET CLOSURES.DOCX](#), [STREET CLOSING 2015.DOC](#),
[LIGHTED CHRISTMAS PARADE MAP.PDF](#)

- I. **Consider a resolution scheduling a public hearing for May 4, 2015 to consider levying a special assessment against private property for cleaning up a property at 201 High Avenue East, Oskaloosa, Iowa, in accordance with Oskaloosa City Code Chapter 8.08.080 and direct notice to the owners of the property to be assessed.**

Who is submitting this City Clerk/Finance Department
item.

Documents: [20150406 RESN SCHEDULING PH ON CLEANUP.DOC](#),
[RESOLUTION NO PH NUISANCE ABATEMENT 04062015.DOCX](#),
[IMG_2224.JPG](#), [IMG_2225.JPG](#)

- J. **Consider a resolution authorizing the Oskaloosa Fire Department to submit an application to the Mahaska County Community Foundation.**

Who is submitting this Fire Department
item.

Documents: [20150406 ITEM - MCCF GRANT.DOCX](#), [OFD 2015 MCCF RESOLUTION.DOCX](#)

- K. **Consider a resolution scheduling a public hearing on submittal of an application for a United States Department of Agriculture Rural Development Community Facilities Grant for the purchase of a pumper/tanker combination fire apparatus.**

Who is submitting this Fire Department
item.

Documents: [20150406 ITEM RESN SCHEDULING PH USDA GRANT.DOCX](#),
[20150406 RESN RE USDA FUNDING.DOCX](#), [USDA COMPLETE GRANT APPLICATION.PDF](#)

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

Who is submitting this City Manager's
item. Office

Documents: [20150406 ITEM EQUIPMENT DISPOSAL.DOCX](#), [20150406 RESN DISPOSAL OF CITY OWNED EQUIPMENT.DOCX](#), [EQUIPMENT DISPOSAL.PDF](#)

- M. **Consider the adoption of a temporary road closure resolution for 2015 street improvements and emergency closures.**

Who is submitting this Public Works Director
item.

Documents: [EXPLANATION TEMPORARY ROAD CLOSURE.DOCX](#),
[RESOLUTION TEMP ROAD CLOSURE.DOCX](#)

N. ----- **END OF CONSENT AGENDA** -----

6. Announcement of Vacancies

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

- Airport Commission - One vacancy to fill upon appointment for an unexpired term that ends December 31, 2015. This is a five member board that typically meets the first Monday of the month. (4 males currently serve with 1 vacancy)
- Building Code Board of Appeals - One vacancy to fill upon appointment to serve at the pleasure of the Mayor. This is a five member board that meets as needed. (3 males and 1 female currently serve with 1 vacancy)
- Historic Preservation Commission - One vacancy to fill upon appointment for an unexpired term that ends December 31, 2015. This is a seven member board that meets as needed. (2 males and 4 females currently serve with 1 vacancy)
- Library Board - Three vacancies for six year terms that begin July 1, 2015 and end June 30, 2021. This is a nine member board that typically meets the fourth Monday of the month. (4 males and 5 females currently serve)
- Planning and Zoning Commission - Two vacancies for five year terms that begin May 1, 2015 and end April 30, 2020 and one vacancy for an unexpired term that ends April 30, 2017. This is a seven member board that typically meets as needed on the second Monday of the month. (4 males and 2 females currently serve with 1 vacancy)

Documents: [20150406 BOARD AND COMMISSION VACANCIES.DOCX](#)

7. Regular Agenda

Documents: [20150406 AGENDA ITEM - REGULAR ACTION ITEMS.DOCX](#)

A. **Consider request from the Mahaska Community Recreation Foundation to report on quarterly activities of MCRF.**

Who is submitting this City Manager Department
item.

Documents: [MCRF QUARTERLY REPORTS.DOCX](#)

B. **Consider an ordinance to vacate and sell of 134.25' X 16.5' of the north-south alley adjacent to 815 4th Avenue West - 1st reading. (PUBLIC HEARING)**

Who is submitting this Public Works Director
item.

Documents: [20150406 ITEM PH ALLEY VACATE.DOCX](#), [20150406 ORD RE 815 4TH AVENUE WEST.DOC](#), [LOCATION MAP.PDF](#), [815 4TH AVE W ALLEY PICS.DOCX](#), [APPLICATION.PDF](#), [SURVEY RESPONSE -ALLEY VACATE.XLS](#)

C. **Consider approval of the request from 'Cellar Peanut Pub' at 206 Rock Island Avenue for outdoor entertainment, extend outdoor service area, alcohol consumption outside building premises,**

and a temporary variance from noise ordinance.

Who is submitting this item. Public Works Director

Documents: [20150406 ITEM CELLAR REQUEST.DOC](#), [LETTER.PDF](#), [MAP.PDF](#)

- D. Consider a motion to approve and direct the Mayor to execute a professional services contract with Garden and Associates, Ltd. for the Sidewalk Improvements Project (Iowa DOT Project No. TAP-U-5780(613)—8I-62) in an amount not to exceed \$68,356.59.**

Who is submitting this item. Public Works Director

Documents: [EXPLANATION SIDEWALK IMPROVEMENTS GARDENS CONTRACT.DOCX](#), [PHASE II SIDEWALKS PROPOSED LOCATIONS.PDF](#), [ENGINEERING AGREEMENT - OSKALOOSA SIDEWALKS 2015.PDF](#)

- E. Consider a motion to approve and direct the Mayor to execute a revised professional services agreement with Garden and Associates, LTD. for designing sanitary and storm water sewer improvements near South L Street and South M Street and near Penn Blvd in an amount not to exceed \$86,000.**

Who is submitting this item. Public Works Director

Documents: [20150406 ITEM G A CONTRACT FOR SEWER PROJECTS.DOCX](#), [PROJECT MAP.PDF](#), [GARDEN ASSOCIATES LETTER.PDF](#), [GARDEN ASSOCIATES CONTRACT AGREEMENT.PDF](#)

- F. Consider a resolution approving the award of contract for the E Avenue East & North 12th Street Reconstruction Project to Blommers Construction Inc. in an amount not to exceed \$381,212.50, and to authorize the City Manager to utilize an additional 10% (\$38,000) for project contingency.**

Who is submitting this item. Public Works Director

Documents: [20150406 ITEM BLOMMERS CONSTRUCTION BID.DOCX](#), [RESOLUTION.DOCX](#), [BID TAB MARCH 27 2015.PDF](#), [BID TAB FEB 10 2015.PDF](#), [NOTICE OF AWARD.DOCX](#), [E AVENUE SCHEDULE.PDF](#)

8. Report on Items from City Staff.

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

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

Documents: [20150406 REPORTS FROM STAFF.DOCX](#)

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

Boards and Commissions

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

Documents: [20150406 CITY COUNCIL INFORMATION AND MEMBERS ON BOARDS AND COMMISSIONS.DOCX](#)

10. Adjournment

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

If you require special accommodations, please contact the City Manager's Office at least 24 hours prior to the meeting at (641) 673-9431.



City Council Communication

Meeting Date: April 6, 2015

Requested By: Mayor & City Council

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

1. Invocation: Pastor Andrea Brownlee, First Christian Church
2. Pledge of Allegiance
3. Roll Call: _____ Mayor David Krutzfeldt, Council Members:

_____ Caligiuri, _____ Jimenez, _____ Moore, _____ Van Zetten,

_____ Ver Steeg, _____ Walling, _____ Yates.

Explanation:

Not applicable.

Budget Consideration:

Not applicable.

Attachments:

None.



City Council Communication

Meeting Date: April 6, 2015

Requested By: Mayor & City Council

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

Explanation:

This item is reserved to receive comments from the community for concerns whether or not they are included in the current agenda. The community is encouraged to come and speak before the Mayor and City Council and asked to keep statements brief. Time shall be limited to no more than three minutes. Any questions are to be asked of the City staff, Council Members, or the Mayor prior to speaking to the full Council so concerns may be properly researched and answered away from the meeting. Comments are to be directed to the Mayor and City Council only.

Budget Consideration:

Not applicable.

Attachments:

None.

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

- Item A. Minutes and reports from city council meetings.**
Staff recommends council receive and file these documents.
- Item B. Board and Commission Minutes:**
Staff recommends council receive and file these documents.
- Item C. Consider approval of a renewal application for a Class A Liquor License with Sunday Sales from Aerie No. 276 Fraternal Order of Eagles dba Fraternal Order of Eagles, 215 High Avenue East.**
- No complaints received.
- Item D. Consider approval of a renewal application for a Class C Beer Permit with Sunday Sales from RRR Properties, LLC dba Oskaloosa Cenex, 1911 17th Avenue East.**
- No complaints received.
- Item E. Consider approval of an application for a 5 day Class A Liquor License (Private Club) from Pheasants Forever dba Mahaska County Pheasants Forever effective April 9, 2015 at the Penn Central Mall.**
- No complaints received.
- Item F. Consider approval of a renewal application for a Class B Beer Permit (includes wine coolers) from Big Ed's BBQ, Inc. dba Big Ed's BBQ, 104 1st Avenue East.**
- No complaints received.
- Item G. Consider payment of claims for March 2015.**
- Item H. Consider a resolution approving street closures for 2015 Oskaloosa Area Chamber & Development Group and Oskaloosa Main Street events.**

- Item I.** Consider a resolution scheduling a public hearing for May 4, 2015 to consider levying a special assessment against private property for cleaning up a property at 201 High Avenue East, Oskaloosa, Iowa, in accordance with Oskaloosa City Code Chapter 8.08.080 and direct notice to the owners of the property to be assessed.

- Item J.** Consider a resolution authorizing the Oskaloosa Fire Department to submit an application to the Mahaska County Community Foundation.

- Item K.** Consider a resolution scheduling a public hearing on submittal of an application for a United States Department of Agriculture Rural Development Community Facilities Grant for the purchase of a pumper/tanker combination fire apparatus.

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

- Item M.** Consider the adoption of a temporary road closure resolution for 2015 street improvements and emergency closures.



City Council Communication

Meeting Date: April 6, 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 16, 2015 City Council Regular Meeting Minutes
 - 2. March 23, 2015 City Council Special Meeting Minutes
 - 3. April 6, 2015 Agenda

- B. Receive and file the following reports and communications from advisory and operating boards and commissions:
 - 1. March 5, 2015 Housing Trust Fund Committee Minutes
 - 2. February 17, 2015 Water Board Minutes
 - 3. March 2, 2015 Airport Commission Minutes
 - 4. March 19, 2015 Planning and Zoning Commission Special Meeting Minutes
 - 5. March 31, 2015 Board of Adjustment Special Meeting Minutes

Budget Consideration:

Not applicable.

Attachments:

March 16, 2015 City Council Regular Meeting Minutes
March 23, 2015 City Council Special Meeting Minutes
March 5, 2015 Housing Trust Fund Committee Minutes
February 17, 2015 Water Board Minutes
March 2, 2015 Airport Commission Minutes
March 19, 2015 Planning and Zoning Commission Special Meeting Minutes
March 31, 2015 Board of Adjustment Special Meeting Minutes

OSKALOOSA CITY COUNCIL
REGULAR MEETING
March 16, 2015

The Oskaloosa City Council met in regular session on Monday, March 16, 2015, at 6:00 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Caligiuri, Jimenez, Ver Steeg, Van Zetten and Walling. Absent: Moore and Yates.

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

1. March 2, 2015 City Council Regular Meeting Minutes
2. March 16, 2015 Agenda
3. Receive and file the following reports and communications from advisory and operating boards and commission:
 - a. February 24, 2015 Board of Adjustment Minutes
 - b. February 23, 2015 Library Board of Trustees Minutes
 - c. March 9, 2015 Planning and Zoning Commission Minutes
4. Renewal application for a Class B Beer Permit with Outdoor Service from Southern Iowa Fair and Exposition, 615 North I Street.
5. 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.
6. Financial reports for February 2015.

The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Caligiuri, seconded by Ver Steeg to approve the appointment of Brad Hodges to the Water Board to complete an unexpired term that ends June 30, 2020. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Caligiuri introduced Resolution No. 15-03-23 entitled "RESOLUTION SETTING DATE FOR PUBLIC HEARING ON CHARGES OF SELLING TOBACCO TO A MINOR AGAINST CENEX, DBA OSKALOOSA WATERING HOLE, 1911 17TH AVENUE EAST, OSKALOOSA, IOWA" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 15-03-24 entitled "RESOLUTION SETTING DATE FOR PUBLIC HEARING ON CHARGES OF SELLING TOBACCO TO A MINOR AGAINST JIFFY, 315 A AVENUE EAST, OSKALOOSA, IOWA" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

Caligiuri introduced Resolution No. 15-03-25 entitled "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" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

It was moved by Caligiuri, seconded by Ver Steeg to approve the request from United Way of Mahaska County for approval of the route for the 7th Annual Live United 5K & YMCA Healthy Kids Day run/walk on Saturday, April 25, 2015, from 8:30 a.m. to 10:30 a.m. beginning at the PAC Center and heading along the bike trail to connect to the west side of town through use of the railroad underpass, Lacey Stadium, and M Avenue West, then reconnect onto the bike trail at the Gorilla Storage location and then back to William Penn PAC Center. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Caligiuri introduced Resolution No. 15-03-26 entitled "RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO CONSIDER AN ORDINANCE TO VACATE THE NORTH-SOUTH ALLEY ADJACENT TO 815 4TH AVENUE WEST, AND FOR THE SALE OF SAID PUBLIC ALLEY RIGHT-OF-WAY" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

It was moved by Caligiuri, seconded by Jimenez to approve 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. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

Caligiuri introduced Resolution No. 15-03-27 entitled "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 6TH AVENUE WEST IN OSKALOOSA" and moved its approval. Ver Steeg seconded the motion. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said resolution duly adopted.

City Manager Michael Schrock informed the Council the FAA had accepted the SCRAA Airport Master Plan and it can be viewed on line at scraaiowa.com. with the next step being to proceed with the environmental studies that will last to the end of the year. Schrock distributed a handout regarding the plan of action for sanitary sewer system improvements.

It was moved by Caligiuri, seconded by Ver Steeg that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 6:16 p.m.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

OSKALOOSA CITY COUNCIL
SPECIAL MEETING
March 23, 2015

The Oskaloosa City Council met in special session on Monday, March 23, 2015, at 5:00 p.m. with Mayor Krutzfeldt presiding and the following members answering roll call: Caligiuri, Jimenez, Moore, Van Zetten, Ver Steeg, Walling and Yates.

It was moved by Jimenez, seconded by Ver Steeg to approve the March 23, 2015 Agenda. The roll was called and the vote was:

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

NAYS: None

Whereupon the Mayor declared said motion approved.

It was moved by Caligiuri, seconded by Yates to approve a site plan for the property located at 2055 238th Street for a new maintenance building and to waive the required fee for the special City Council meeting. The roll was called and the vote was:

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

NAYS: Van Zetten

Whereupon the Mayor declared said motion approved.

It was moved by Caligiuri, seconded by Moore that the meeting adjourn. Motion carried unanimously. The meeting adjourned at 5:06 p.m.

David Krutzfeldt, Mayor

ATTEST:

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 presented. 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

**MINUTES
OSKALOOSA AIRPORT COMMISSION**

March 2, 2015

Meeting of the Oskaloosa Airport Commission was called to order at 4:31 p.m. on Monday, March 2, 2015.

1. **ROLL CALL:** Roll was taken with the following present: Kraig Van Hulzen, James Johnson, Larry Lewis, Jerry Strunk [Midwest Aviation] and Brad Uitermarkt [Garden & Associates].
2. **APPROVAL OF THE MINUTES:** Moved by Larry Lewis and seconded by James Johnson to approve the minutes of the February 2, 2015 meeting. Motion carried.
3. **FINANCIAL REPORT:** Moved by Larry Lewis and seconded by James Johnson to approve the financial report. Motion carried.
4. **REVIEW AND APPROVE BILLS:** Moved by James Johnson and seconded by Larry Lewis to pay bills totaling \$4,916.40. Motion carried.
5. **MANAGER'S REPORT:** See attached.

6. **OLD BUSINESS:**
 - a. **Pavement rehabilitation project:** Brad Uitermarkt of Garden & Associates reported on the project status. At the April meeting the Commission will need to give formal authorization to advertise for bids and set a public hearing date.
 - b. **Tiling repair:** Craig Hall has still been unable to inspect the areas in need of repair due to weather conditions.
 - c. **Lighting in maintenance hangar:** Atwood Electric will evaluate the need for shop lighting and submit a proposal.

7. **NEW BUSINESS:**
 - a. **Credit from Atwood Electric for light fixture:** Atwood Electric has agreed to give a refund for the light fixture that proved to be inadequate and was replaced by a larger fixture.
 - b. **Ford pickup transmission:** The transmission is leaking fluid when under a heavy load. Wymore Automotive replaced seals last fall, but this apparently did not solve the problem. Jerry Strunk will get a proposal on replacing the transmission.
 - c. **April meeting date:** The date of April 6th, 2015 was acceptable to everyone.
8. **Adjourn:** It was moved by Larry Lewis to adjourn at 4:46 p.m. James Johnson seconded. Motion carried.

MWA@OOA

February 2015

Oskaloosa, Ia. Municipal Airport Monthly Report

**Fuel sales: 100LL (\$5.09) 829 gal; Jet A (\$4.97) 207.
Total fuel sales for Feb. 2015= 936 X .05= \$46.80.
Plus telephone: \$15.28.
Total owed OOA= \$62.08.**

**Shop work still holding up.
Flight ops still down due to Weather And temps.
February has been a very cold month.
Spring is just 18 days away.**

UP, UP AND AWAY @ OOA

CITY OF OSKALOOSA
PLANNING & ZONING COMMISSION
SPECIAL MEETING MINUTES
March 19, 2015

A special meeting of the Planning and Zoning (P&Z) Commission for the City of Oskaloosa was called to order at 5:30 p.m. on Thursday, March 19, 2015, by Pamela Blomgren, at 220 South Market Street, Oskaloosa, Iowa.

COMMISSION MEMBERS PRESENT: Pamela Blomgren, Wyndell Campbell, Dawn Collins, R.D. Keep and Sarah Tarbell. COMMISSION MEMBERS ABSENT: Holden Barnhart and Andrew Jensen. CITY STAFF PRESENT: Akhilesh Pal and Wyatt Russell.

Item 2-A: Consider a site plan for the property located at 2055 238th Street for a new maintenance building.

Pal explained the site plan for the proposed maintenance building. Wyndell questioned if the rezoning of the subject property was an oversight. Pal explained that the recent rezone was an extension of the existing zoning, R1 district, in the northwest corner of the city for all properties that were included in the annexation. Pal also mentioned that in the immediate future staff will present a revised zoning of the surrounding area to accommodate the existing land use.

Keep questioned if the proposed maintenance building will have adequate storage. Carl Drost responded that there will be ample storage in the proposed structure. Wyndell questioned why the site plan provided has basic information. Pal explained that the applicant is demolishing storage sheds to create the new maintenance building, which will be an improvement and will result in a reduction in the amount of impervious surface. Pal further explained that the existing site plan provides adequate information such as setbacks and therefore a detailed site plan with contours was not required.

Blomgren motioned, Jensen seconded to recommend approval of the site plan as presented. The vote was: YES: Blomgren, Campbell, Collins, Keep and Tarbell. NO: None. Motion carried.

The meeting adjourned at 5:40 p. m.

Minutes by Akhilesh Pal

CITY OF OSKALOOSA
MINUTES OF THE BOARD OF ADJUSTMENT SPECIAL MEETING
March 31, 2015

The special meeting of the Board of Adjustments for the City of Oskaloosa was called to order at 5:00 pm on Tuesday, March 31, 2015 by Chairperson Perry Murry at the City Hall Council Chambers 220 S. Market St. Oskaloosa, Iowa.

BOARD MEMBERS PRESENT: Perry Murry, Russell Sparks, Wyndell Campbell and Lloyd Phillips; BOARD MEMBERS ABSENT: James Hansen; CITY STAFF PRESENT: Wyatt Russell, Amie Roberts; PUBLIC PRESENT: applicant; Carl Drost.

Item: Consider a height increase of 10 feet for a new maintenance building located at 2055 238th Street.

The Board reviewed the application for the variance request. Carl Drost, Charter member of the Mahaska Community Recreational Foundation (MCRF) was present and spoke to the Board about the request with the Board members. Drost explained that the maintenance building will house equipment used by MCRF. He also explained that all the old buildings except for the house, garage and one out building will be demolished. Sparks made a motion to approve the height increase of 10 feet for a new maintenance building located at 2055 238th Street and Phillips seconded the motion. Campbell made mention to the board members that the engineer plans were not matching up. Russell explained to the board that the engineer plans were upside down and incorrect foundation information. New engineer plans will be resubmitted for the foundation detail and correct layout of the building which will not change the height of the building.

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

With no further business, Murry moved and seconded by Phillips to adjourn the meeting at 5:05 PM.

Minutes by Amie Roberts



City Council Communication
Meeting Date: April 6, 2015
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider approval of a renewal application for a Class A Liquor License with Sunday Sales from Aerie No. 276 Fraternal Order of Eagles dba Fraternal Order of Eagles, 215 High Avenue East.

Explanation:

The application is complete and in order for approval.

Staff recommends approval.

Budget Consideration:

\$390.00 revenue to the General Fund.

Attachments:

None



City Council Communication
Meeting Date: April 6, 2015
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider approval of a renewal application for a Class C Beer Permit with Sunday Sales from RRR Properties, LLC dba Oskaloosa Cenex, 1911 17th Avenue East.

Explanation:

The application is complete and in order for approval.

Staff recommends approval.

Budget Consideration:

\$100.00 revenue to the General Fund.

Attachments:

None



City Council Communication
Meeting Date: April 6, 2015
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider approval of an application for a 5 day Class A Liquor License (Private Club) from Pheasants Forever dba Mahaska County Pheasants Forever effective April 9, 2015 at the Penn Central Mall.

Explanation:

The application is complete and in order for approval.

Staff recommends approval.

Budget Consideration:

\$48.75 revenue to the General Fund.

Attachments:

None



City Council Communication
Meeting Date: April 6, 2015
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider approval of a renewal application for a Class B Beer Permit (includes wine coolers) from Big Ed's BBQ, Inc. dba Big Ed's BBQ, 104 1st Avenue East.

Explanation:

The application is complete and in order for approval.

Staff recommends approval.

Budget Consideration:

\$300.00 to the General Fund.

Attachments:

None



City Council Communication

Meeting Date: April 6, 2015

Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider payment of claims for March 2015.

Explanation:

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

Staff recommends approval.

Budget Consideration:

Totals will appear on the claims lists.

Attachments:

Claims lists



MANUAL CHECK REPORT

Amazon	Library materials	2,348.30
American Public Works Assoc - Iowa Chapter	Conference registration - Pal, Willey	470.00
Charles/Karen Converse, Cory/Jessica Courtney & Environmental Edge	Demolition II loan - 1006 S 9th St	4,000.00
David D. Dixon	March legal fees	2,200.00
Delta Dental of Iowa	Dental insurance	562.00
Dylan Mulfinger	Reimburse conference expense	420.00
Dylan Mulfinger	Reimburse travel expense	64.00
Edward D Jones	Savings Edward Jones	400.00
Edward D Jones	Savings Edward Jones	400.00
Fidelity Security Life Insurance Company	Vision insurance	246.67
Grant Vroegh	Reimburse training expense	20.00
I.U.P.A.T. District Council 81	Union dues	250.26
Iowa League of Cities	Registration - Miller	65.00
Iowa Section-AWWA	Registration - McMains	70.00
Iowa Workforce Development	1st quarter 2015 unemployment contribution	787.47
John Plumb	Reimburse travel expense	12.00
Local 636, IAFF	Fire union	225.00
Madison National Life	March life insurance premiums	424.15
Mahaska Comm Recreation Foundation Inc.	March hotel/motel tax	26,345.10
Michael Schrock Jr.	Reimburse travel expense	154.88
Misty Dawne White-Reinier	March legal fees	1,800.00
Oskaloosa Community Schools	March local option sales tax	76,940.12
PPME 2003 IBPAT	Police union dues	305.75
Sally A Wilke & Bank Iowa	First time homebuyer loan	3,500.00
Sunlife Financial	March stop loss payment	16,820.97
Troy Boston	Reimburse travel expense	30.99
United Way	United Way	28.00
Visa Card Center	Library supplies	54.80
Windstream	Telephone services	82.71
Wyatt Russell	Reimburse boots	100.00
		139,128.17
	March payroll	267,901.41
Alexander, Craig	Cell phone reimbursement	20.00
Boston, Troy	Cell phone reimbursement	20.00
Calzaretta, Michael	Cell phone reimbursement	20.00
McGee, John	Cell phone reimbursement	20.00
Neff, Mark	Cell phone reimbursement	20.00
Pal, Akhilesh	Cell phone reimbursement	20.00
Russell, Wyatt	Cell phone reimbursement	20.00
Schrock Jr, Michael	Cell phone reimbursement	20.00
Vroegh, Gary	Cell phone reimbursement	20.00
Vroegh, Grant	Cell phone reimbursement	20.00
Willey, Nathan	Cell phone reimbursement	20.00



City of Oskaloosa, IA

COUNCIL CLAIMS LIST

Access Systems	IT support - March	2,252.84
Acco	Chlorine	470.60
Agriland FS Inc.	Ice melt	156.30
	Ice melt	93.78
Ahlers & Cooney P.C.	Legal services - Personnel	72.00
Allied Gas & Chemical	Tordon	28.00
	LP gas	499.95
	LP gas	75.00
Aramark Uniform Services	Rubber mats	90.40
	Rubber mats	100.07
	Overcharge for services	-34.73
	Rubber mats	113.30
	Rubber mats	98.51
Arnold Motor Supply	Returned items	-125.93
	Filters and oil	440.76
	Filters	107.10
	Supplies	94.56
	Filter	32.66
	Supplies	21.60
	Return item	-26.83
	Supplies	32.34
	Supplies	19.58
	Oil dry	14.68
	Filters	223.42
	Supplies	19.58
	Filter	16.60
	Filters	105.03
	Supplies	34.44
	Filter	32.53
	Supplies	3.55
	Filters	67.68
	Returned items	-4.42
	Supplies	0.91
Asphalt Zipper Inc.	Parts for repair - asphalt zipper	570.00
Bill & Ray's Auto Service Inc	Replace battery and cables	827.63
	Repair springs - Waste Water semi	1,678.22
	Supplies	7.98
	Mirror	21.23
	Seal	56.36
	Supplies	14.87
	Supplies	5.25
Bindertek	Budget book tabs	277.05
Bruening Rock Products Inc	Ice control sand	1,035.65
	Ice control sand	726.02
Carpenter Uniform Co	Uniforms	567.63
	Uniforms	224.72
	Bullet proof vest	688.61

	Bullet proof vest	681.67
	Uniforms	62.65
	Uniforms	30.98
	Uniforms	39.43
	Uniforms	31.66
Certified Pest Control	Pest control	30.00
	Pest control	30.00
Continental Research Corporation	Cleaners	201.72
Culligan Water Conditioning	Water services	30.95
Cutter's Edge	Repair bullet chain	133.98
Danko Emergency Equipment	Returned item	-166.00
	Rescue harness	186.88
Dultmeier Sales	Pacer pump	334.59
Fastenal Company	Supplies	13.96
	Welding cart	161.68
Fisher Scientific	Supplies	60.72
	Lab supplies	59.70
Gall's Inc.	Uniforms	132.95
Garden & Associates Inc	Professional services - 3rd Ave E	1,386.28
Grinnell Volunteer Fire Department	Training - Haroldson, Hoy, Tennison	225.00
Hach Company	Supplies	69.38
	Supplies	51.17
Haines Auto Supply	Brake cleaner	57.74
	Supplies	8.74
	Supplies	2.02
	Headlight	8.94
	Gear oil	147.12
	V-belt	247.57
	Oil	20.15
	Impact wrench	566.64
	Supplies	16.91
	Hose assembly	55.20
	Filter	17.37
Hawkins Inc	Supplies	92.92
Hol Drainage Inc	Sanitary sewer repair - North 12th St	13,125.00
Hutchinson Salt Company	Salt	13,066.82
Interstate Battery Systems	Battery	108.95
Iowa Department of Natural Resources	Laboratory certification - Waste Water	800.00
Iowa Dept of Inspections and Appeals	Food license - pool	67.50
Iowa League of Cities	ECIC meeting	15.00
Iowa Methodist Occupational Health and Wellness	Professional services	988.73
Iowa Prison Industries	Uniforms - Rogers	225.00
Jetco Inc.	Calibrate flowmeters	442.90
John Deere Financial	Chain	97.08
	Marker paint	10.18
Kelderman Electronics	Supplies	11.99
Kelderman Manufacturing Inc	Curb shoes for snow plows	449.65
Kelly Supply Company	Supplies	56.76
	Supplies	106.22
	Supplies	21.21
	Supplies	99.53
	Supplies	26.75
	Ballast	16.91

	Filter	13.31
	Light bulbs	140.71
	Supplies	63.12
Keystone Laboratories Inc	Lab testing - Waste Water	279.00
Lappin Tire Inc	Oil change	53.50
	Battery	159.95
	Repair brakes	185.30
	Oil change	38.50
	Oil change	38.50
Lawson Products Inc.	Tools	163.73
M. Shrago & Son Inc	Supplies	2.00
	Supplies	30.00
Mahaska Co Highway Dept	Fuel	44.83
	Fuel	418.83
	Fuel	694.38
	Fuel	1,977.99
	Fuel	3,146.19
Mahaska Communication Group, LLC	Telephone services	164.73
	Telephone services	56.19
	Telephone services	40.66
	Telephone services	1,220.49
	Telephone services	62.74
Mahaska County E911 Service	Quarterly services	39,242.00
Mahaska Health Partnership	Professional services	426.50
	Professional services	130.00
Mahaska Title - Johnson Abstract	Professional services	95.00
	Professional services	95.00
Michael Dursky	Proctored testing - Fire Dept	100.00
MidAmerican Energy	Utilities	219.88
	Utilities	10,475.93
	Utilities	97.61
	Utilities	50.65
	Utilities	121.08
	Utilities	9,145.49
	Utilities	1,404.97
	Utilities	986.60
	Utilities	125.86
	Utilities	211.37
Midwest Safety Counselors Inc	Instrument calibration - Waste Water	70.00
Midwest Sanitation Service	Waste removal	65.00
Nartec	Test refills	47.44
O'Halloran International	Supplies	31.49
	Supplies	7.41
	Parts for repair - Street Dept	543.91
	Parts for repair - Street Dept	779.97
	Parts for repair - Street Dept	595.86
	Power steering pump	443.66
On-Site Information Destruction Services of Iowa LLC	Document destruction	45.00

O'Reilly Auto Parts	Supplies	11.33
Oskaloosa Area Chamber & Development Group	Quarterly contribution	9,375.00
Oskaloosa Herald/Shopper	Publications	738.08
Oskaloosa Water Dept	March payroll - Waste Water	7,095.89
	January credit card fees	183.74
Overbergen Electric Inc	Repair boiler	274.85
	Repair compressor	185.55
Premier Office Equipment Inc.	Copier maintenance	251.98
	Copier maintenance	174.50
Quill Corporation	Office supplies	37.20
	Office supplies	208.36
	Office supplies	31.38
Racom Corporation	Case for radio	149.07
Reliant Fire Apparatus, Inc	Gauges	223.88
	Hoses - Fire Dept	484.14
Rohrbach Associates PC Architects	Professional services - Fire Station design	14,967.75
Royce Stephen	Reimburse conference expense	295.00
Schumacher Elevator Company	Scheduled maintenance	203.65
The Office Center Inc.	Office supplies	26.76
Tompkins Industries Inc.	Hydraulic fittings	193.24
Total Choice Shipping	Shipping charges	24.40
	Shipping charges	12.78
	Shipping charges	12.20
Treat America Dining	Meals - Rogers	1,257.81
True Value Hardware	Supplies	10.00
	Supplies	3.99
	Supplies	7.09
	Tools	78.97
	Supplies	3.29
	Supplies	22.97
	Supplies	11.57
U.S. Cellular	Telephone services	27.04
Verizon Wireless	Broadband services	288.42
Walmart Community/GECRB	Medications	29.51
	Medications	18.96
	Medications	37.03
	Medications	4.00
	Medications	4.00
	Medications	4.00
Wellington Tools Sales Inc	Tools	147.05
Windstream	Telephone services	37.46
		<hr/>
		158,950.15



City Council Communication
Meeting Date: April 6, 2015
Requested By: City Manager Department

Item Title: CONSENT AGENDA

Consider a resolution approving street closures for 2015 Oskaloosa Area Chamber & Development Group and Oskaloosa Main Street events.

Explanation:

Oskaloosa Main Street and the Oskaloosa Area Chamber & Development Group are requesting approval of street closures for Friday After Five events, Art on the Square, the Sweet Corn Serenade, and the Lighted Christmas Parade. The attached request outlines the details for each event.

Budget Consideration:

Fees for closure of streets.

Attachments:

Resolution, request and map for Lighted Christmas Parade.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING TEMPORARILY CLOSURE OF PUBLIC WAYS OR GROUNDS FOR SPECIAL EVENTS BY THE OSKALOOSA AREA CHAMBER AND DEVELOPMENT GROUP AND OSKALOOSA MAIN STREET

WHEREAS, section 10.08.020 of the Oskaloosa Municipal Code requires a City Council resolution on temporary street closures; and

WHEREAS, Iowa Code Section 364. 12 (2) states that " a city shall keep all public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares, and commons open, in repair, and free from nuisance, with the following exceptions "; and

WHEREAS, Iowa Code Section 364. 12 (2) (a) states that "Public ways and grounds may be temporarily closed by resolution "; and

WHEREAS, the Oskaloosa Area Chamber and Development Group and Oskaloosa Main Street have requested temporarily closure of streets for the following events, locations and times:

Event	Location of Street Closures	Date & Time
Friday after Five	South 1st Street from High Avenue East to 1st Avenue East	May 29, 3:30 PM to 10:30 PM
Friday after Five	South 1st Street from High Avenue East to 1st Avenue East	June 5, 3:30 PM to 10:30 PM
Friday after Five	South 1st Street from High Avenue East to 1st Avenue East	June 12, 3:30 PM to 10:30 PM
Friday after Five	South 1st Street from High Avenue East to 1st Avenue East	June 19, 3:30 PM to 10:30 PM
Friday after Five	South 1st Street from High Avenue East to 1st Avenue East	June 26, 3:30 PM to 10:30 PM
Art on the Square	South 1st Street from High Avenue East to 1st Avenue East	June 13, 6:00 AM to 6:00 PM
Sweet Corn Serenade	South 1st Street from High Avenue East to 1st Avenue East, & 1st Avenue East from Market Street to South 1st Street, & High Avenue East from South 1st Street to Market Street	July 30, 6:00 AM to 10:00 PM
Lighted Christmas Parade	Market Street from A Avenue to 3rd Avenue East, & South 1st Street from A Avenue East to 2nd Avenue East, & South 3rd Street from A Avenue East to 2nd Avenue East, & South 2nd Street from A Avenue East to 3rd Avenue East, & High Avenue East from South 3rd Street to South 11th Street, & 1st Avenue East from South 3rd Street to South 11th Street, & 2nd Avenue East from South 3rd Street to South 11th Street	Dec 3, 5:00 PM to 9:00 PM

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa that Oskaloosa Area Chamber and Development Group and Oskaloosa Main Street, are authorized to temporarily close the aforementioned requested streets.

PASSED AND APPROVED this _____ day of April, 2015.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

**STREET CLOSURE REQUEST FOR 2015 Oskaloosa Chamber and
Oskaloosa Main Street**

Friday After 5 Events - 5:00pm to 9:30pm

This is a Chamber Event and any question would be directed to Valinn McReynolds at 672-2591.

STREET CLOSURE REQUEST FOR FRIDAY AFTER FIVE EVENTS FOR 2015

We will close South 1st Street between High Ave. East and 1st Ave. East from 3:30 pm to 10:30 pm on the following dates:

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

24 stanchions, 10 barricades, 15 barrels, 20 cones

Friday, May 29

Friday, June 5

Friday, June 12

Friday, June 19

Friday, June 26

This is the same location as the last ten years.

The following events are sponsored by Oskaloosa Main Street and any question would be directed to Karen Hafner at 672-2591.

June 13, 2015 – Saturday - Art on the Square 10 am – 4 pm

Main Street Oskaloosa would like for South 1st Street between High Ave. E and 1st Ave. E be blocked off on June 13, 2015 from 6:00am to 6:00pm for Art on the Square. In this area Artist will load and unload their show items and Food Vendors will be set-up during the show providing drinks and various foods.

July 30, 2015 – Thursday Sweet Corn Serenade Noon – 9 pm

Main Street Oskaloosa would like to request that South 1st Street between High Ave. E and 1st Ave. E AND 1st Ave. East from Market to South 1st AND High Avenue East between 1st and Market be closed from 6:00am to 10:00pm on July 30,2015for Sweet Corn Serenade. We would hope to allow parking on the south side of 1st Ave. East and north side of High until 2 pm.

October 29, 2015 – Thursday - Trick or Treat Parade 4 pm

City-wide Trick or Treat is set by Mayor and it is also October 29th 6:00 to 8:00. No roads blocked!

Dec. 3, 2015 – Thursday Lighted Christmas Parade 5 – 8 pm

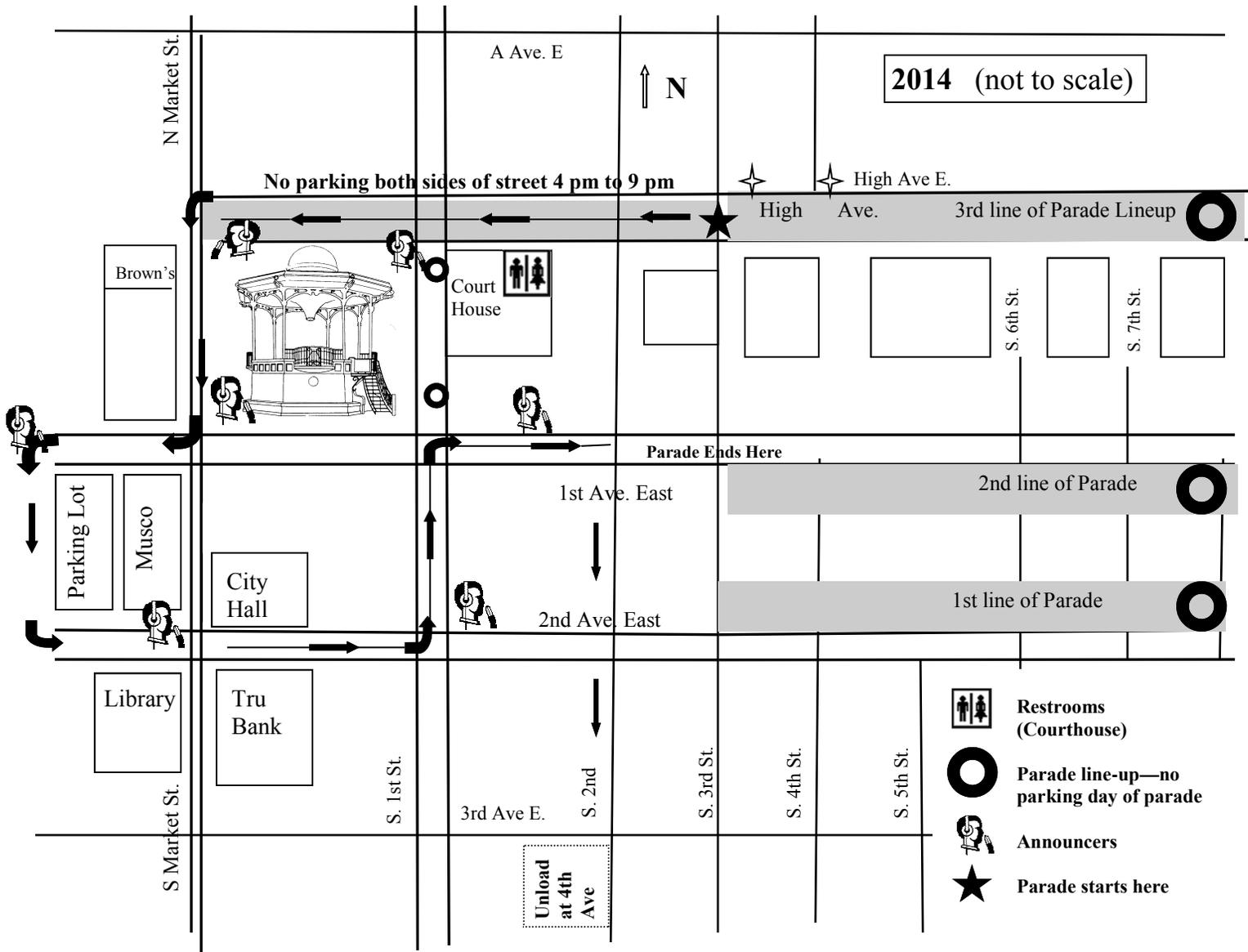
One Night Only

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

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

I hope this request we have submitted meets with your approval. Should you have any question about any event, please feel free to contact us.

2014 (not to scale)



No parking both sides of street 4 pm to 9 pm



High Ave. East

3rd line of Parade Lineup



Brown's



Court House



S. 6th St.

S. 7th St.

Parade Ends Here

1st Ave. East

2nd line of Parade



Parking Lot

Musco

City Hall

2nd Ave. East

1st line of Parade



Library

Tru Bank

S. 1st St.

3rd Ave. E.

S. 2nd

S. 3rd St.

S. 4th St.

S. 5th St.

Unload at 4th Ave



Restrooms (Courthouse)



Parade line-up—no parking day of parade



Announcers



Parade starts here



City Council Communication
Meeting Date: April 6, 2015
Requested By: City Clerk/Finance

Item Title: CONSENT AGENDA

Consider a resolution scheduling a public hearing for May 4, 2015 to consider levying a special assessment against private property for cleaning up a property at 201 High Avenue East, Oskaloosa, Iowa, in accordance with Oskaloosa City Code §8.08.080, and direct notice to the owners of the property to be assessed.

Explanation:

This resolution schedules a public hearing for May 4, 2015 for levying a special assessment against private property for city clean up. A notice will be published in the Oskaloosa Herald and certified notices will be sent to the property owner.

Budget Consideration:

\$291 Revenue to the General Fund to offset expenses related to the clean-up.

Attachments:

Resolution

RESOLUTION NO. _____

RESOLUTION SCHEDULING A TIME FOR HEARING FOR CONSIDERING THE
MATTER OF LEVYING A SPECIAL ASSESSMENT AGAINST PRIVATE PROPERTY F
OR CITY CLEAN UP OF A PREMISES AND DIRECTING NOTICE TO THE OWNER
TO BE ASSESSED

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

WHEREAS, the City of Oskaloosa did notify Dr. Lloyd K Phillips Revocable Trust to immediately remove accumulated solid waste from the property at 201 High Avenue East; and

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

WHEREAS, the City has caused a nuisance to be abated and wishes to assess the costs thereof for collection at the property owned by Dr. Lloyd K Phillips Revocable Trust, 201 High Avenue East, legally described as:

Comm Portion W 20' Lot 5 Blk 14 O P.

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

SECTION 1. That the City Council of the City of Oskaloosa, Iowa, shall conduct a public hearing on May 4, 2015 at 6:00 p.m. in the City Council Chambers, City Hall, 220 South Market Street, Oskaloosa, Iowa, on the matter of levying a special assessment against the property owned by Dr. Lloyd K Phillips Revocable Trust, 201 High Avenue East, for city abatement of a nuisance thereat, at which time the Council shall consider and dispose of any objections made thereto; after which time the City Council shall by resolution levy such assessment as may be appropriate against said property.

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

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

PASSED AND APPROVED this 6th day of April, 2015.

(Signatures to follow)

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk







City Council Communication
Meeting Date: April 6, 2015
Requested By: Fire Department

Item Title: CONSENT AGENDA

Consider a resolution authorizing the Oskaloosa Fire Department to submit an application to the Mahaska County Community Foundation to provide funding for a 4-gas monitor and a rescue shed.

Explanation:

The Oskaloosa Fire Department would like to submit an application to the Mahaska County Community Foundation asking for funding assistance for the purchase of a 4-gas monitor and a rescue shed.

The purchase of an additional 4-gas monitor would supplement the single unit the department currently has in service. A second unit is being requested because during the course of a year several simultaneous requests for assistance due to carbon monoxide and natural gas leaks have occurred. The 4-gas monitor allows fire personnel to determine the level of dangerous life and health atmospheres present at the scenes of these calls for service.

The fire department would also like to request funding assistance to acquire a MARSARS rescue sled. This piece of ice rescue equipment allows rescuers rapid access to victims during cold water immersion emergencies. It allows rescue equipment to be placed on the sled and transported to the victim by spreading weight over a large area. Once reached, the victim can be placed on the sled by the rescuer and pulled back to shore. Current rescue operations of this nature are handled by the rescuer physically attaching him or herself to the victim and then crews pull both back to shore. This procedure is very physically demanding on all parties involved. The new rescue shed if acquired will compliment the cold weather rescue equipment the department already possesses.

The department is asking for \$4,000.00 from MCCF and will use \$650.00 of donated money to complete the purchase of this equipment.

Budget Consideration:

Possible grant award of \$4,000.00 with an additional \$650.00 from the fire department donated funds.

Attachments:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE OSKALOOSA FIRE
DEPARTMENT TO SUBMIT AN APPLICATION TO THE MAHASKA
COUNTY COMMUNITY FOUNDATION TO PROVIDE FUNDING FOR
A FOUR-GAS MONITOR AND A RESCUE SLED.**

WHEREAS, the Oskaloosa Fire Department would like to submit a grant application to Mahaska County Community Foundation to provide funding for an IBRID MX6 four-gas monitor and a MARSARS rescue sled; and

WHEREAS, the City of Oskaloosa will act as the fiscal agent for the funds from the Mahaska County Community Foundation; and

WHEREAS, the terms and conditions for the grant funds have been set forth in the grant agreement between the Oskaloosa Fire Department and the Mahaska County Community Foundation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa that a Project Grant Agreement in the amount of \$4,000.00 between the City of Oskaloosa and the Mahaska County Community Foundation is approved.

BE IF FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute said agreement on behalf of the city.

Passed and approved this 6th day of April 2015.

David Krutzfeldt, Mayor

Attest:

Amy Miller, City Clerk



City Council Communication
Meeting Date: April 6, 2015
Requested By: Fire Department

Item Title: CONSENT AGENDA

Consider a resolution scheduling a public hearing on submittal of an application for a United States Department of Agriculture Rural Development Community Facilities Grant for the purchase of a pumper/tanker combination fire apparatus.

Explanation:

The Oskaloosa Fire Department is in the process of applying for a \$25,000.00 United States Department of Agriculture Rural Development Community Facilities Grant. The grant if awarded would help offset general obligation bonds that will be sold for the purchase of a new pumper/tanker for the fire department. All pre-application documents have been submitted to the USDA. As part of the grant application process a public hearing is required. By scheduling and holding the public hearing the application process can continue to move forward.

Budget Consideration:

No capital outlay. Possible award of \$25,000.00 with no matching funds required.

Attachments:

Resolution scheduling the public hearing.

RESOLUTION NO. _____

RESOLUTION SETTING DATE FOR A PUBLIC HEARING ON SUBMITTAL OF AN APPLICATION FOR A UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT COMMUNITY FACILITITES GRANT FOR THE PURCHASE OF A PUMPER/TANKER COMBINATION FIRE APPARATUS

WHEREAS, the City of Oskaloosa desires to submit an application for public Federal Assistance for the purchase of a Pumper/Tanker combination fire apparatus to the United States Department of Agriculture for a Rural Development Community Facilities Grant;

AND WHEREAS, the Chief of the Oskaloosa Fire Department has completed and submitted all pre-application documentation to the United States Department of Agriculture Rural Development Community Facilities Program for a twenty-five thousand dollar non-matching grant to aid in offsetting the cost of the purchase price for the pumper/tanker combination fire apparatus;

AND WHEREAS, a public hearing before the Council needs to be scheduled to address the issue of applying for a United States Department of Agriculture Rural Development Community Facilities Grant;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oskaloosa, Iowa that a public hearing be conducted on Monday, May 4, 2015, at 6:00 p.m. in the City Council Chambers, City Hall, Oskaloosa, Iowa, regarding submittal of an application for a United States Department of Agriculture Rural Development Community Facilities Grant to assist with the purchase of a pumper/tanker combination fire apparatus.

PASSED AND APPROVED the ____ day of _____, 2015.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

USDA
Form RD 400-4
(Rev. 06-10)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

The City of Oskaloosa

(name of recipient)

220 South Market Street Oskaloosa, Iowa 52577

(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, the City of Oskaloosa on this _____
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

David Krutzfeldt

Recipient

MARCH 4, 2015

Date

(S E A L)

Mayor, City of Oskaloosa

Attest: _____
Title

Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018, 0570-0061, 0570-0062 and 0572-0137. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*** 3. Date Received:**

Completed by Grants.gov upon submission

4. Applicant Identifier:

5a. Federal Entity Identifier:

42-6005086

*** 5b. Federal Award Identifier:**

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Oskaloosa

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

42-6005086

*** c. Organizational DUNS:**

056416456

d. Address:

*** Street 1:**

220 South Market Street

Street 2:

*** City:**

Oskaloosa

County/Parish:

Mahaska

*** State:**

Iowa

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

52577

e. Organizational Unit:

Department Name:

City of Oskaloosa Fire Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Mark

Middle Name:

*** Last Name:**

Neff

Suffix:

Title:

Fire Chief, City of Oskaloosa

Organizational Affiliation:

*** Telephone Number:**

(641) 673-3541

Fax Number:

*** Email:**

mark.neff@oskaloosaiowa.org

Application for Federal Assistance SF-424

9. Type of Applicant 1 - Select Applicant Type:

Municipal

Type of Applicant 2- Select Applicant Type:

Type of Applicant 3- Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA Rural Development

11. Catalog of Federal Domestic Assistance Number:

10.766

CFDA Title:

Community Facilities Loans and Grants

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Oskaloosa and surrounding areas

Add Attachments

Delete Attachments

View Attachments

*** 15. Descriptive Title of Applicant's Project:**

Purchase and equip a new pumper/tanker fire truck

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

If "Yes, provide explanation and attach.

Application for Federal Assistance SF-424

Add Attachments Delete Attachments View Attachments

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="\$25,000.00"/>
* b. Applicant	<input type="text" value="\$260,000.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="\$285,000.00"/>

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

- Yes No

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Section 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. 701 et seq.), 7 CFR Part 3017. Subpart F, Section 3017.600, Purpose. The January 13, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 3)

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:**
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;**
 - (b) Establishing an ongoing drug-free awareness program to inform employees about -**
 - (1) The dangers of drug abuse in the workplace;**
 - (2) The grantee's policy of maintaining a drug-free workplace;**
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and**
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.**
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);**
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -**
 - (1) Abide by the terms of the statement; and**
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;**
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position**

title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

220 South Market Street

Mahaska County

Oskaloosa, Iowa 52577

Check If there are workplaces on file that are not identified here.

City of Oskaloosa

New Fire Engine

Organization Name

Award Number or Project Name

David Krutzfeldt / Mayor

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. **By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.**
2. **The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.**
3. **Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.**
4. **Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).**
5. **If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question (see paragraph three).**
6. **Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:**

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or States criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces)

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Oskaloosa, Iowa

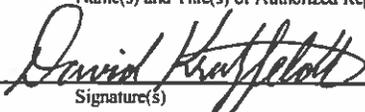
New Fire Engine

Organization Name

PR/Award Number or Project Name

David Krutzfeldt / Mayor, City of Oskaloosa

Name(s) and Title(s) of Authorized Representative(s)


Signature(s)

MARCH 4, 2015
Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	MAYOR
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY OF OSKALOUSA	MARCH 4, 2015

REQUEST FOR ENVIRONMENTAL INFORMATION

Name of Project	Purchase of New Fire Engine
Location	City of Oskaloosa, Iowa

- Item 1a.** Has a Federal, State, or Local Environmental Impact Statement or Analysis been prepared for this project?
 Yes No Copy attached as EXHIBIT I-A.
1b. If "No," provide the information requested in Instructions as EXHIBIT I.
- Item 2.** The State Historic Preservation Officer (SHPO) has been provided a detailed project description and has been requested to submit comments to the appropriate Rural Development Office. Yes No Date description submitted to SHPO _____
- Item 3.** Are any of the following land uses or environmental resources either to be affected by the proposal or located within or adjacent to the project site(s)? (Check appropriate box for every item of the following checklist).

	Yes	No	Unknown		Yes	No	Unknown
1. Industrial.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	19. Dunes.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Commercial.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20. Estuary.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Residential.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	21. Wetlands.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Agricultural.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22. Floodplain.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Grazing.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	23. Wilderness..... (designated or proposed under the Wilderness Act)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Mining, Quarrying.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	24. Wild or Scenic River..... (proposed or designated under the Wild and Scenic Rivers Act)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Forests.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25. Historical, Archeological Sites..... (Listed on the National Register of Historic Places or which may be eligible for listing)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Recreational.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	26. Critical Habitats..... (endangered/threatened species)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Transportation.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	27. Wildlife.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Parks.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	28. Air Quality.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Hospital.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	29. Solid Waste Management.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Schools.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30. Energy Supplies.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Open spaces.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	31. Natural Landmark..... (Listed on National Registry of Natural Landmarks)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Aquifer Recharge Area.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	32. Coastal Barrier Resources System.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Steep Slopes.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
16. Wildlife Refuge.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
17. Shoreline.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
18. Beaches.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

Item 4. Are any facilities under your ownership, lease, or supervision to be utilized in the accomplishment of this project, either listed or under consideration for listing on the Environmental Protection Agency's List of Violating Facilities? Yes No

MARCH 4, 2015
(Date)

Signed: David Krueger
(Applicant)

MAYOR
(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0094. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

David Kruppelott
(name)

MARCH 4, 2015
(date)

MAYOR
(title)

oOo



City Council Communication
Meeting Date: April 6, 2015
Requested By: City Manager's Office

Item Title: CONSENT AGENDA

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

Explanation:

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

The electronic equipment listed will be recycled at the re-cycle event held in Oskaloosa on April 18.

Budget Consideration:

None

Attachments:

Resolution
Equipment Disposal List

RESOLUTION NO. _____

RESOLUTION APPROVING THE DISPOSAL OF SURPLUS CITY-OWNED EQUIPMENT

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

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

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

PASSED AND APPROVED the ____ day of _____ 2015.

David Krutzfeldt, Mayor

ATTEST:

Amy Miller, City Clerk

Surplus Items April 2015

Public Works	
Item	Condition
Desktop Computer (Streets)	Obsolete
Desktop Computer (Waste Water)	Obsolete
Microwave	Obsolete
City Hall	
Item	Condition
Desktop Computer (Clerks)	Obsolete
Desktop Computer (Clerks)	Obsolete
Desktop Computer (Clerks)	Obsolete
Police	
Item	Condition
Desktop Computer (Evidence Room)	Obsolete
Desktop Computer (OWI Room)	Obsolete
Desktop Computer (Officers)	Obsolete
Fire	
Item	Condition
None	
Library	
Item	Condition
None	



City Council Communication
Meeting Date: April 6, 2015
Requested By: Public Works Dept.

Item Title: CONSENT AGENDA

Consider the adoption of a temporary road closure resolution for 2015 street improvements and emergency closures.

Explanation:

There are various types of temporary road closures conducted throughout the City. The road closures include, but are not limited to, emergency response, City Public Works maintenance and repair work, and Contractor installation, repair or maintenance of infrastructure. The Streets and Waste Water Divisions also routinely close streets to perform maintenance, repair or installation of infrastructure. This recommended temporary road closure resolution will authorize the City Engineer to close streets for 2015 street improvements and emergency closures when required for public safety and convenience.

Recommended Action:

Approve the temporary road closure resolution.

Budget Consideration:

None

Attachments:

Resolution.

RESOLUTION NO. _____

TEMPORARY ROAD CLOSURE RESOLUTION.

WHEREAS, Iowa Code Section 306.41 of the 2015 Code of Iowa, provided that "The Agency having jurisdiction and control over any highway in the state, or the chief engineer of said agency when delegated by such agency, may temporarily close sections of a highway by formal resolution entered upon the minutes of such agency when reasonably necessary because of construction, reconstruction, maintenance or natural disaster and shall cause to be erected ROAD CLOSED signs and partial or total barricades in the roadway at each end of the closed highway section and on the closed highway where that highway is intersected by other highways if such intersection remains open. Any numbered road closed for over forty-eight hours shall have a designated detour route. The agency having jurisdiction over a section of highway closed in accordance with the provisions of this section, or the persons or contractors employed to carry out the construction, reconstruction, or maintenance of the closed section of highway, shall not be liable for any damages to any vehicle that enters the closed section of highway or the contents of such vehicle or for any injuries to any person that enters the closed section of highway, unless the damages are caused by gross negligence of the agency or contractor"; and

WHEREAS, section 10.08.020 of the Oskaloosa Municipal Code requires a City Council resolution on temporary street closures; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oskaloosa, Iowa that the City Engineer be authorized to close City of Oskaloosa Local Roads as necessary with the actual dates of closure to be determined by the City Engineer as follows:

1. For Construction: Any project as described in the approved "City of Oskaloosa Road Construction Program" for 2015 street improvements and any approved supplements thereto.
2. For Emergency Closure of any road for maintenance purposes: Any route deemed necessary by the City Engineer.

PASSED AND APPROVED this _____ day of April, 2015.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk



City Council Communication

Meeting Date: April 6, 2015

Requested By: Mayor & City Council

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

- a) Airport Commission – One vacancy to fill upon appointment for an unexpired term that ends December 31, 2015. This is a five member board that typically meets the first Monday of the month. (4 males currently serve with 1 vacancy)
- b) Building Code Board of Appeals – One vacancy to fill upon appointment to serve at the pleasure of the Mayor. This is a five member board that meets as needed. (3 males and 1 female currently serve with 1 vacancy)
- c) Historic Preservation Commission – One vacancy to fill upon appointment for an unexpired term that ends December 31, 2015. This is a seven member board that meets as needed. (2 males and 4 females currently serve with 1 vacancy)
- d) Library Board - Three vacancies for six year terms that begin July 1, 2015 and end June 30, 2021. This is a nine member board that typically meets the fourth Monday of the month. (4 males and 5 females currently serve)
- e) Planning and Zoning Commission - Two vacancies for five year terms that begin May 1, 2015 and end April 30, 2020 and one vacancy to fill upon appointment for an unexpired term that ends April 30, 2017. This is a seven member board that typically meets as needed on the second Monday of the month. (4 males and 2 females currently serve with 1 vacancy)



City Council Communication
Meeting Date: April 6, 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: April 6, 2015
Requested By: City Manager Department

Item Title:

Consider request from the Mahaska Community Recreation Foundation to report on quarterly activities of MCRF.

Explanation:

A representative from the Mahaska Community Recreation Foundation, will attend the city council meeting to report on Mahaska Community Recreation Foundation quarterly activities. The quarterly progress report is included in your agenda packet.

Receive report.

Budget Consideration:

None.

Attachments:

None.



City Council Communication
Meeting Date: April 6, 2015
Requested By: Public Works Dept.

Item Title: PUBLIC HEARING

Consider an ordinance to vacate and sell of 134.25' X 16.5' of the north-south alley adjacent to 815 4th Avenue West - 1st reading. (PUBLIC HEARING)

Explanation:

Jeff Shelton, owner of 815 4th 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:

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

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:

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

ORDINANCE NO. _____

AN ORDINANCE VACATING THE NORTH-SOUTH PUBLIC ALLEY ADJACENT TO 815 4TH AVENUE WEST, AND THE SALE OF SAID PUBLIC ALLEY RIGHT-OF-WAY.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to vacate the north-south public alley right-of-way that lies adjacent to 815 4th Avenue West 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

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

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

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

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

Passed by the Council the _____ day of _____ 2015, and approved this _____ day of _____ 2015.

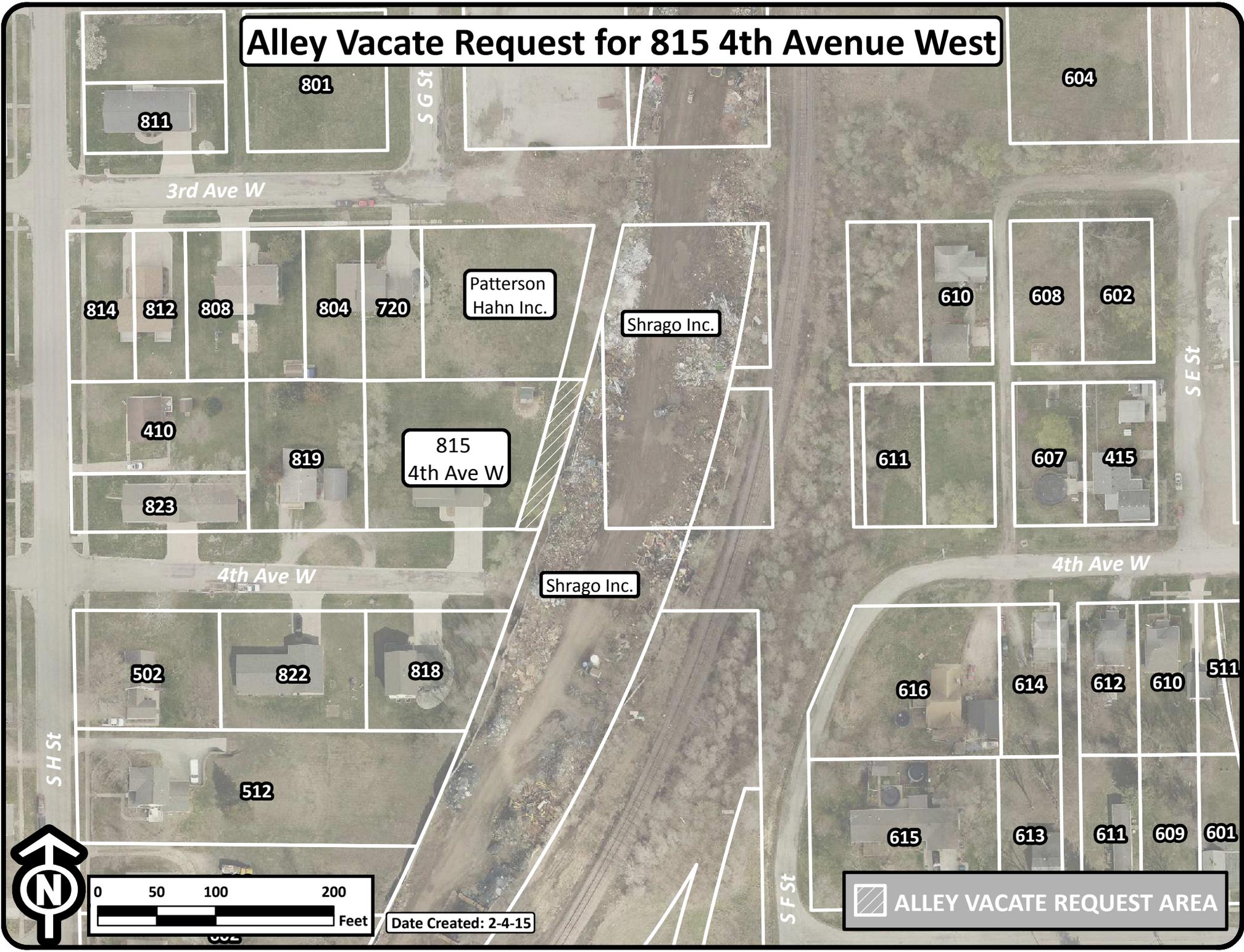
David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____ 2015.

Amy Miller, City Clerk

Alley Vacate Request for 815 4th Avenue West



815
4th Ave W

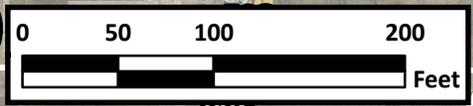
Patterson
Hahn Inc.

Shrago Inc.

Shrago Inc.

 ALLEY VACATE REQUEST AREA

Date Created: 2-4-15





North-south alley adjacent to 815 4th Avenue West, looking north.



North-south alley adjacent to 815 4th 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 4th 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

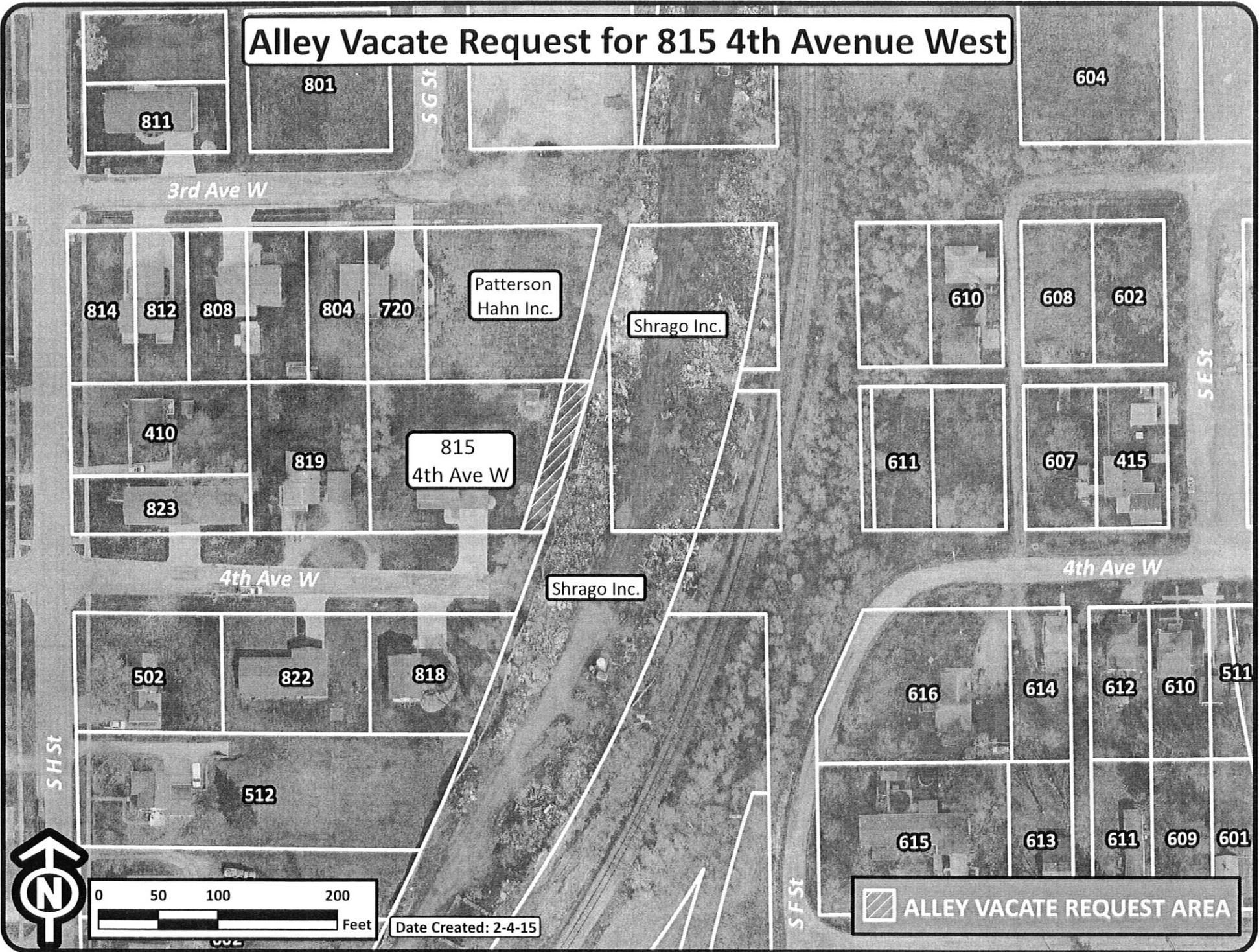
OFFICE USE:

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



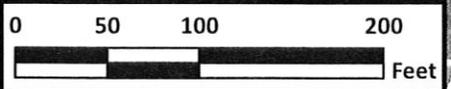
815
4th Ave W

Patterson
Hahn Inc.

Shrago Inc.

Shrago Inc.

 ALLEY VACATE REQUEST AREA



Date Created: 2-4-15



North-south alley adjacent to 815 4th Avenue West, looking north.



North-south alley adjacent to 815 4th 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
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	No major Utility Infrastructure
MIDAMERICAN ENERGY	No major Utility Infrastructure
CITY SANITARY SEWER	No major Utility Infrastructure



City Council Communication
Meeting Date: April 6, 2015
Requested By: Public Works Dept.

Item Title:

Consider approval of the request from 'Cellar Peanut Pub' at 206 Rock Island Avenue for outdoor entertainment, extend outdoor service area, alcohol consumption outside building premises, and a temporary variance from noise ordinance.

Explanation:

Mr. Marty Duffy, owner of the Cellar Peanut Pub at 206 Rock Island Avenue, has submitted a request to have outdoor entertainment, extend outdoor service area, alcohol consumption outside building premises, and temporary variance from the noise ordinance on Saturday, May 16, 2015 from 12:00 P.M. to 1:00 A.M. The subject property is currently zoned as an Urban Corridor District which does not permit outdoor entertainment.

The current land use is as a cocktail lounge, where alcohol cannot be consumed outside the building premises. Alcohol consumption outside the building premises on the parking lot area violates open container law. The Oskaloosa Municipal Code does not allow for land uses similar to a 'beer garden', where alcohol consumption is permitted outside building premises. The liquor sales outside the building will be subject to staff verifying the dram shop (insurance). Mr. Duffy is also requesting a variance from Oskaloosa Municipal Code Section 9.12.040 for the noise standards.

The fencing and exiting provisions will need to be inspected for the safety of the occupants and any structures associated with the entertainment will also require permits and inspections to assure safety. In addition, vehicular parking will also need to be arranged for those attending since the present parking lot will be used for commercial recreation. If the Clow Valve Company parking lot is used for this event then Mr. Duffy will need approval from Clow Valve Company.

The above request for outdoor commercial recreation, extension of outdoor service area, alcohol consumption in the parking lot area, and a noise variance on commercial property will need council approval.

Budget Consideration:

None.

Attachments:

RECEIVED
3/31/2015

The Cellar Peanut Pub
206 Rock Island Ave
Oskaloosa, IA 52577

March 26, 2015

City of Oskaloosa
Attn: Akhilesh Pal, City Engineer
804 S D Street
Oskaloosa, IA 52577

Mr. Pal,

The Cellar Peanut Pub will be hosting the 3rd Annual Marty Davidson Motorcycle Show on Saturday, May 16, 2015. The event will begin at noon, with registration. Food vendors will also be on the property and only motorcycles for the show will be allowed to park in the parking lot.

The entire property will be fenced with snow fence. At the entry points (one on the East side and one on the West side), ID's will be checked and a wrist band will be provided for those ages 21 and up. This wrist band will be required for the purchase and consumption of alcohol. Additional bartenders and security will be on premise for this event.

Only canned and kegged beer will be sold outside and it will be sold on the South side of our parking lot. No glass bottles will be allowed outside as plastic cups will be provided.

Outdoor music will begin at 1:00pm and end at midnight. Music will be performed on a stage located on the West side of our property. The event will be all ages from noon – 5:00 pm. At 5:00pm the event becomes 21 and up.

Thank you for your consideration,

Marty Duffy
Owner
The Cellar Peanut Pub
641-295-4418

RECEIVED
3/31/2015

The Cellar Peanut Pub
206 Rock Island Ave
Oskaloosa, IA 52577

March 26, 2015

City of Oskaloosa
Attn: Akhilesh Pal, City Engineer
804 S D Street
Oskaloosa, IA 52577

Mr. Pal,

The Cellar Peanut Pub will be hosting the 3rd Annual Aircooled Antiques Car Show on Saturday, April 25, 2015. The event will begin at 11:00am, with registration. Food vendors will also be on the property. Only automobiles for the show will be allowed to park in the parking lot.

The entire property will be fenced with snow fence. At the entry points (one on the East side and one on the West side), ID's will be checked and a wrist band will be provided for those ages 21 and up. This wrist band will be required for the purchase and consumption of alcohol. Only canned and kegged beer will be sold outside on the fenced beer garden and no glass bottles will be allowed outside as plastic cups will be provided.

Outdoor music will begin at 12:00pm and end at 6:00pm and will be performed inside of the beer garden. The event will be all ages from 11:00am – 6:00 pm. At 6:00pm the event becomes 21 and up.

Thank you for your consideration,

Marty Duffy
Owner
The Cellar Peanut Pub
641-295-4418

BEER SALES

12pm - 1am

OUTSIDE

FENCE

Rook Island Ave

FENCE

MAY 16, 2015

MARTY
DAVIDSON

3rd ANNUAL
BIKE SHOW

*Temporary
outdoor SVCS*

BAND
UNTIL
12AM

BAND

FENCE

PUB
ENTER

Cellar Peanut Pub

Food

Food

Poeta Perry

BEER

BEER

BEER

BEER

FENCE

FENCE



815-542-9513



City Council Communication
Meeting Date: April 6, 2015
Requested By: Public Works Dept.

Item Title:

Consider a motion to approve and direct the Mayor to execute a professional services contract with Garden and Associates, Ltd. for the Sidewalk Improvements Project (Iowa DOT Project No. TAP-U-5780(613)—8I-62) in an amount not to exceed \$68,356.59.

Explanation:

Last year, the City of Oskaloosa was awarded an 80/20 matching fund Transportation Alternatives Program (TAP) grant of up to \$232,000 for sidewalk improvements along North 3rd Street, D Avenue West, North L Street, and North Green Street for federal fiscal year 2016. On February 2, 2015, Council approved a resolution authorizing the funding agreement between the City and the Iowa DOT for this project. These sidewalk improvements are part of Oskaloosa's Safe Routes to School program, which aims to provide students with a safe walking and/or biking path to and from public schools.

After city staff consideration, Gardens & Associates Ltd. was chosen to provide professional services for this project and prepared a professional services contract in an amount not to exceed \$68,356.59. This contract has been submitted to, and reviewed by, the Iowa DOT.

Recommended Action:

Staff recommends the Council approve the motion to enter into a professional services contract with Garden & Associates Ltd. for the Sidewalk Improvements Project.

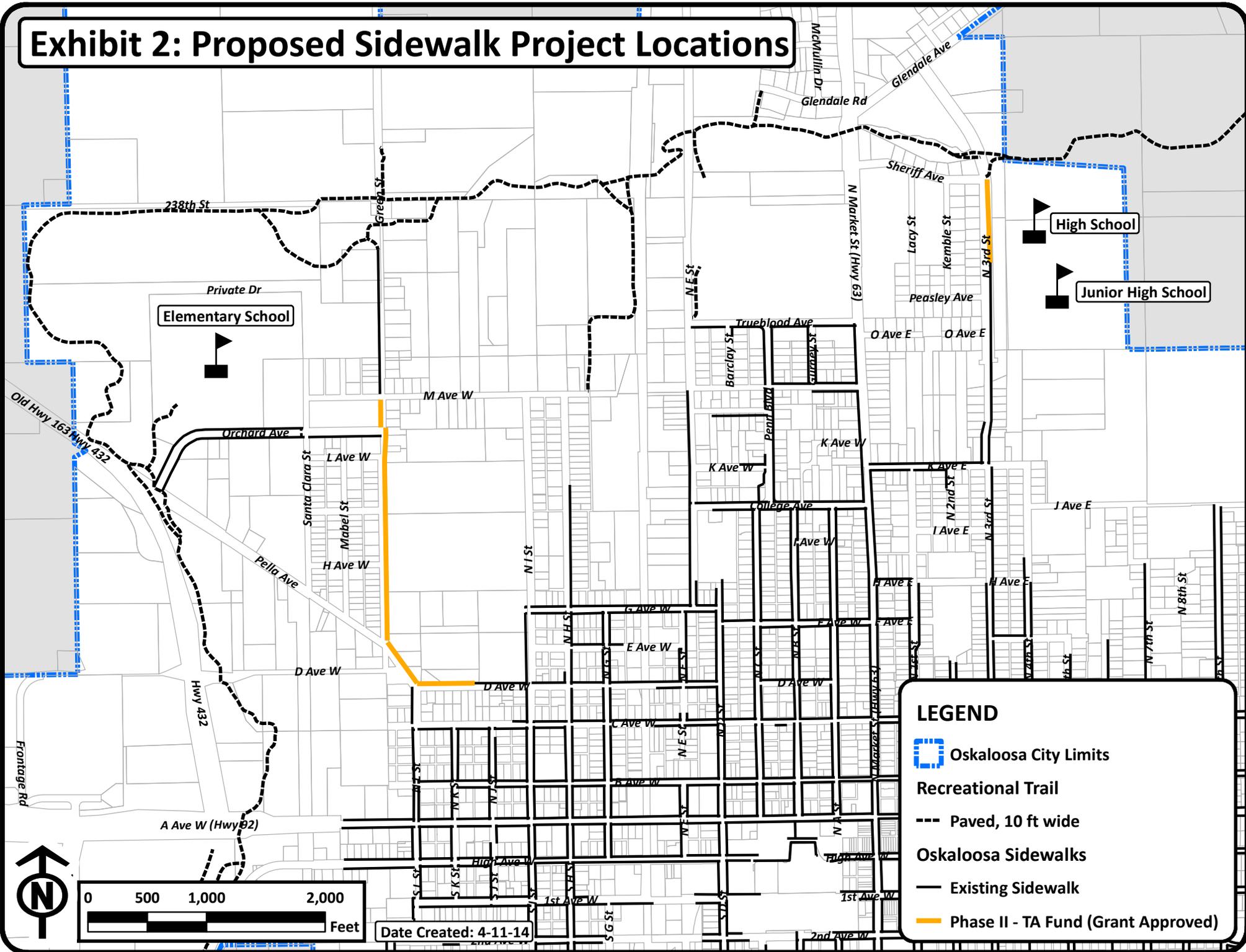
Budget Consideration:

An expenditure of \$68,356.59 (the City will be responsible for 20% or \$13,671.32) as allocated in the Capital Improvement Plan for the Sidewalk Improvements Project (\$232,000 in FY2015 for CIP Project # 2010-57).

Attachments:

Location Map and Garden & Associates Ltd. Contract Agreement

Exhibit 2: Proposed Sidewalk Project Locations



LEGEND

-  Oskaloosa City Limits
-  Recreational Trail
-  Paved, 10 ft wide
-  Oskaloosa Sidewalks
-  Existing Sidewalk
-  Phase II - TA Fund (Grant Approved)

Date Created: 4-11-14

Standard Consultant Contract
For Local Public Agency Consultant Contracts with Federal-aid Participation

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

BETWEEN the City of Oskaloosa, Iowa the **Owner**, located at:

220 South Market Street
Oskaloosa, Iowa 52577
Phone: (641) 673-9431
FAX: (641) 673-3047

And Garden & Associates, Ltd., the **Consultant**, located at:

1701 3rd Avenue East – Ste 1
P.O. Box 451
Oskaloosa, Iowa 52577
Phone: (641) 672-2526
FAX: (641) 672-2091

For the following Project: construct the Oskaloosa Sidewalk Improvement Project consisting of approximately 4,000 lineal feet of 5' wide sidewalk at locations listed below in accordance with the current Statewide Transportation Improvement Program.

Proposed Sidewalk Locations:

1. East side of North 3rd Street from Sheriff Avenue to the existing sidewalk at the entrance to the Oskaloosa Middle School.
2. North side of D Avenue West from North L Street to the existing sidewalk opposite 1012 D Avenue West.
3. Northeasterly side of North L Street from D Avenue West to North Green Street.
4. East side of North Green Street from North L Street to Orchard Avenue and on the west side of North Green Street from Orchard Avenue to M Avenue West.

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide to provide preliminary survey and engineering services in connection with the design and preparation of plans, specifications and estimates for the improvements. The **Owner** also desires to employ the **Consultant** to provide construction phase engineering services including administration of the construction contract, construction staking, and the services of a resident project representative to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

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- 1.3 Project Team
- 1.4 Time Parameters
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2 Entire Agreement, Required Guidance and Applicable Law

- 2.1 Entire Agreement of the Parties
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- 4.16 Iowa DOT and FHWA Participation
- 4.17 Nondiscrimination Requirements
- 4.18 Compliance with Title 49, Code of Federal Regulations, Part 26
- 4.19 Severability

Attachment A - Scope of Services

Attachment B - Specifications

Attachment C-1 - Fees and Payments – Lump Sum – Preliminary Engineering Phase

Attachment C-2 - Fees and Payments – Fixed Overhead Rate – Construction Engineering Phase

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment E - Certification of Consultant

Attachment F - Certification of Owner

Attachment G - Sample Invoice Form

Attachment H - Consultant Fee Proposal

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is:

The City of Oskaloosa is working to improve overall mobility and walkability by constructing facilities that enhance safety for pedestrians and bicyclists, especially students in grades K-12 who walk or bike to school.

1.2 Financial Parameters

1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is:

Preliminary Engineering: \$28,782.19 (Lump Sum)

Construction Engineering: \$39,574.40 (Fixed Overhead Rate)

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is:

None

1.3 Project Team

1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is:

Akhilesh Pal, P.E., Director of Public Works

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

1.3.2 The **Consultant's** Designated Representative is:

Robert A. Nielsen, P.E.

1.3.3 The subconsultants retained at the **Consultant's** expense are identified in the following table:

<u>Subconsultant</u>	<u>Amount Authorized</u>	<u>Maximum Amount Payable</u>	<u>Method of Payment</u>
None			

1.4 Time Parameters

1.4.1 The **Consultant** shall begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

1.4.2 Milestones for completion of the work under this Agreement as follows:

1. Preliminary design plans including type/size/location for all structures (preliminary design) and detail elements for a design public hearing and construction right-of-way needs shall be completed and accepted within 60 calendar days after receiving the notice to proceed subject to suitable weather to perform the preliminary design survey.
2. Final design, contract plans and specifications and estimates shall be completed and in a form acceptable to the **Owner** within 30 calendar days after receiving notice to proceed with final design activities.

1.4.3 The **Consultant** shall not begin final design activities until after the **Owner** has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the **Owner** will provide the **Consultant** notice to proceed with final design activities.

1.5 Prequalification

1.5.1 The **Consultant** shall remain prequalified in work category 212 Highway Design – Minor Facility

as defined in Iowa Department of Transportation Policy and Procedure No. 300.04. Failure to do so will exclude the **Consultant** from consideration for future Federal-aid contracts, until the **Consultant** regains pre-qualification status.

- 1.5.2 All services within this agreement shall be performed by the **Consultant** or subconsultant prequalified by the Iowa DOT in that particular category of work. If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE AND APPLICABLE LAW

- 2.1 **Entire Agreement of the Parties.** This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.
- 2.2 **Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.3 **Applicable Law.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the Mahaska County District Court of Iowa, Oskaloosa Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**. The **Consultant** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement for the Consultant.

3.1.1 Compensation for the **Consultant** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

- .1 Cost Plus Fixed Fee - Attachment C
- .2 Lump Sum - Attachment C-1 Preliminary Engineering Phase
- .3 Specific Rate of Compensation - Attachment C
- .4 Unit Price - Attachment C
- .5 Fixed Overhead Rate - Attachment C-2 – Construction Engineering Phase

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

- 3.2 **Subconsultant's Responsibilities for Reimbursement.** The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** or other subconsultant unless the **Contract Administrator**, Iowa DOT, and FHWA (when applicable) have given prior written approval.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.

4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.

4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.2 Subconsultant Contract Provisions and Flow Down

4.2.1 All provisions of this Agreement between the **Owner** and **Consultant** shall also apply to all subconsultants hired by the **Consultant** to perform work pursuant to this Agreement. It is the **Consultant's** responsibility to ensure all contracts between **Consultant** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exceptions to this requirement are under provision 1.5.2 when the subconsultant is required to be prequalified in a different work category than the **Consultant** and under provision 3.1.2 when the subconsultant has a different method of reimbursement than the **Consultant**.

4.2.2 The **Consultant** may not restrict communications between the **Owner** and any of the subconsultants. The **Consultant** will encourage open communication among the **Owner**, the **Consultant** and the subconsultants.

4.3 **Consultant's Endorsement on Plans.** The **Consultant** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

4.4 **Progress Meetings.** From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

4.5 **Additional Documents.** At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

4.6 Revision of Work Product

- 4.6.1** Drafts of work products shall be reviewed by the **Consultant** for quality control and then be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work."
- 4.6.2** In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.
- 4.6.3** Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.7.

4.7 **Extra Work.** If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Consultant** shall promptly develop a scope and budget for the extra work and submit it to the **Contract Administrator**. The **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the **Consultant's** risk. The **Owner** has the right, at its discretion, to disallow those costs. However, the **Owner** shall have benefit of the service rendered.

4.8 **Extension of Time.** The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays beyond the reasonable control of the **Consultant**.

4.9 Responsibility For Claims And Liability

- 4.9.1** The **Consultant** agrees to defend, indemnify, and hold the **Owner**, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the **Owner** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the **Consultant** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.
- 4.9.2** The **Consultant** shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of \$1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of **Consultant's** insurance for professional liability coverage and all such other insurance required by law will be provided to the **Owner** at the time the contract is executed and upon each insurance coverage renewal.

4.10 Current and Former Agency Employees

The **Consultant** shall not engage the services of any current employee of the **Owner** or the Iowa DOT unless it obtains the approval of the **Owner** or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The **Consultant** shall not engage the services of a former employee of the **Owner** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the **Consultant** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

4.11 Suspension of Work under this Agreement

- 4.11.1 The right is reserved by the **Owner** to suspend the work being performed pursuant to this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with the applicable provisions in Article 4.12.2 or Article 4.12.3 below.
- 4.11.2 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.
- 4.11.3 In the event the **Owner** suspends the work being performed pursuant to this Agreement the **Consultant** with approval from the **Contract Administrator**, has the option, after 180 days to terminate the contract.

4.12 Termination of Agreement

- 4.12.1 The right is reserved by the **Owner** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the **Consultant**.
- 4.12.2 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.
- 4.12.3 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.
- 4.12.4 This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that construction can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

- 4.13 **Right to Set-off.** In the event that the **Consultant** owes the **Owner** any sum under the terms of this Contract, the **Owner** may set off the sum owed to the **Owner** against any sum owed by the **Owner** to the **Consultant** under any other contract or matter in the **Owner's** sole discretion, unless otherwise

required by law. The **Consultant** agrees that this provision constitutes proper and timely notice of the **Owner's** intent to utilize any right of set-off.

- 4.14 Assignment or Transfer.** The **Consultant** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the **Contract Administrator** and concurrence is received from the Iowa DOT and FHWA, if applicable.
- 4.15 Access to Records.** The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the **Owner**, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.
- 4.16 Iowa DOT and FHWA Participation.** The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the **Consultant** and the **Owner**, and to participate in the review or examination of the work in progress as well as any final deliverable.
- 4.17 Nondiscrimination Requirements.**
- 4.17.1** During the performance of this Agreement, the **Consultant** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa. The **Consultant** will not discriminate on the grounds of race, religion, age, physical disability, color, sex, sexual orientation, or national origin in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.
- 4.17.2** In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, age, physical disability, color, sex, sexual orientation, or national origin.
- 4.17.3** In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, or the Agreement is otherwise suspended or terminated.
- 4.17.4** The **Consultant** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:
- During the performance of this contract, the **Consultant**, for itself, its assignees and successors in interest (hereinafter referred to as the "**Consultant**") agrees as follows:
1. Compliance with Regulations: The **Consultant** shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 2. Nondiscrimination: The **Consultant**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all

solicitations either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The **Consultant** shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The **Consultant** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 Upon notification to the **Consultant** of its failure to carry out the requirements of this Article, the **Owner**, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the **Owner** or such remedy as the **Owner**, Iowa DOT or the FHWA deems appropriate.

4.19 Severability. If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

GARDEN & ASSOCIATES, LTD.

By _____ Date: _____

Robert A. Nielsen, P.E.
President

ATTEST:

By _____ Date: _____

CITY OF OSKALOOSA, IOWA

By _____ Date: _____

David Krutzfeldt
Mayor

IOWA DEPARTMENT OF TRANSPORTATION

Accepted for FHWA Authorization*

By _____ Date: _____

Name Craig Markley

Title Director, Office of Systems Planning

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

ATTACHMENT A
Scope of Services

Consultant will provide preliminary survey and customary profession civil engineering services associated with preliminary design, final design, and administration of the construction contract including the services of a resident project representative and construction staking. Also included is preparation of legal descriptions for temporary construction easements if required. This scope of work specifically excludes any work associated with acquiring said temporary construction easements or permanent right-of-way and any work associated with the NEPA process.

The **Consultant** will monitor and review updates to the Iowa DOT's Instructional Memorandums (I.M.s), Road Design Manual, Standard Road Plans, Road Design Details. Updates requiring no additional effort on the part of the **Consultant** will be incorporated into the work by the **Consultant**. If the **Consultant** is of the opinion additional effort will be required, the **Consultant** will so notify the **Contract Administrator**, in accordance with Paragraph 4.7. The **Contract Administrator** will provide written approval or disapproval for the **Consultant** to incorporate said update into the work and indicate how payment for such work will be addressed.

ATTACHMENT B
Specifications

All services required and provided shall be in conformity with Iowa Department of Transportation Standards, Design Guides, and Specifications. Project deliverables include preliminary plans, check plans and final plans. Also included are legal descriptions for temporary construction easements if required.

ATTACHMENT C-1 (referenced from 3.1)
Lump Sum
Preliminary Engineering Phase

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees on a lump sum basis and payment of this amount shall be considered as full and complete compensation for all work, materials and services furnished under the terms of this Agreement. The lump sum amount shall be \$28,782.19. The estimated staff hours and fees are shown in Attachment H.

The lump sum amount will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the lump sum amount will be by Supplemental Agreement.

3.1.1.2 Reimbursable Costs. Reimbursement of costs is limited to those that are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulation System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required.

3.1.1.3 Premium Overtime Pay. Not applicable.

3.1.1.4 Payments. Monthly payments for work completed shall be based on the percentage of work completed and substantiated by monthly progress reports. The **Contract Administrator** will check such progress reports and payment will be made for the proportional amount of the lump sum fee.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon completion, delivery, and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement for the balance of the lump sum fee. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

**ATTACHMENT C-2 (referenced from 3.1)
Fixed Overhead Rate
Construction Engineering Phase**

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation of all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees in the amounts of the **Consultant's** actual cost plus applicable fixed fee amount. The **Consultant's** actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment H. Subconsultant costs are not available for use by the prime **Consultant** or other subconsultants. A contingency amount has been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs (Prime only)	\$ 31,749.62	
Fixed Fee (Prime only)	\$ 4,649.82	
Contingency (Prime only)	\$ 3,174.96	
Total Prime Consultant Costs		\$ 39,574.40
 Subconsultants (None)	 \$ 0.00	
Total Subconsultant Costs		\$ 0.00
 Maximum Amount Payable		 \$ 39,574.40

The nature of engineering services is such that actual costs are not completely determinate. Therefore, the **Consultant** shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above. The procedure will itemize prime consultant and subconsultant costs in association with each scoped task. The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. The procedure shall be used in a way that will allow enough lead time to execute the paragraphs below without interrupting the work schedule. Therefore once the accrued labor costs for a scoped task reach 85% of the estimated value for the prime or subconsultant, then the **Consultant** shall notify the **Owner** in writing.

It is possible that the **Consultant's** costs for the scoped tasks may need to exceed those shown in Attachment H. The **Consultant's** and subconsultants' costs for scoped tasks shall not be exceeded without prior written authorization from the **Contract Administrator**. Costs for scoped tasks that exceed estimated costs, if approved by the **Contract Administrator**, may be compensated via Supplemental Agreement, Work Order, Amendment, or Contingency as detailed in the paragraphs below. If the **Consultant** exceeds the estimated costs for scoped tasks for any reason (other than that covered in Section 3.1.1.2) before the **Contract Administrator** is notified in writing, the **Owner** will have the right, at its discretion, to deny compensation for that amount.

The fixed fee amount will not be changed unless there is a substantial reduction or increase in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the **Owner**. The adjustment to fixed fee will consider both cumulative and aggregate changes in scope, character, or complexity of the services. Any change in the fixed fee amount will be made by a Supplemental Agreement, Work Order, or Amendment.

If a contingency has been established and at any time during the work the **Consultant** determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the **Contract Administrator** in writing and describe what costs are causing the overrun and the reason. The **Consultant** shall not exceed the estimated actual costs without the prior written approval of the **Contract Administrator** and concurrence of the Iowa DOT. The **Owner** or the Iowa DOT may audit the **Consultant's** cost records prior to authorizing the use of a contingency amount.

The maximum amount payable will not be changed except for a change in the scope. If at any time it is determined that a maximum amount payable will be or has been exceeded, the **Consultant** shall immediately so notify the **Contract Administrator** in writing. The maximum amount payable shall be

changed by a Supplemental Agreement, Work Order, or Amendment, or this Agreement will be terminated as identified in Article 4.12.3. The **Owner** may audit the **Consultant's** cost records prior to making a decision whether or not to increase the maximum amount payable.

3.1.1.2 Reimbursable Costs. Reimbursable costs are the actual costs incurred by the **Consultant** which are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulations System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required. The Title 48 requirements include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.
2. Direct non-salary costs incurred in fulfilling the terms of this Agreement. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.
3. The indirect costs (salary-related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Agreement. The **Consultant** has submitted to the **Owner** the following indirect costs as percentages of direct salary costs to be used for the duration of the contract: Salary-related expenses are 58.93% of direct salary costs and general overhead costs are 57.58% of direct salary costs, for a composite rate of 116.51%.

3.1.1.3 Premium Overtime Pay. Premium overtime pay (pay over normal hourly pay) will not be allowed without written authorization from the **Contract Administrator**. If allowed, premium overtime pay shall not exceed 2 percent of the total direct salary cost without written authorization from the **Contract Administrator**.

3.1.1.4 Payments. Monthly payments shall be made based on the work completed and substantiated by monthly progress reports. The report shall indicate the direct and indirect costs associated with the work completed during the month. The **Contract Administrator** will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services 3% of the amount due. Fixed fee will be calculated and progressively invoiced based on actual costs incurred for the current billing cycle. Each invoice shall be accompanied with a monthly progress report which details the tasks invoiced, estimated tasks to be billed on the next invoice, and any other contract tracking information.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Iowa

Mahaska County

I Robert A. Nielsen, President of the

Garden & Associates, Ltd., being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.

(Signature)

Subscribed and sworn to this _____ day of _____, _____
(month) (year)

ATTACHMENT E

CERTIFICATION OF CONSULTANT

I hereby certify that I, Robert A. Nielsen, am the President and duly authorized representative of the firm of Garden & Associates, Ltd., whose address is 1701 3rd Avenue East – Ste 1, Oskaloosa, Iowa, and that neither the above firm nor I has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

Signature

Date

ATTACHMENT F

CERTIFICATION OF OWNER

I hereby certify that I, David Krutzfeldt, am the Mayor and the duly authorized representative of the **Owner**, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) Employ or retain, or agree to employ or retain, any firm or person, or

(b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

ATTACHMENT G
Page 1

Consultant Name
Consultant Address
Consultant Address

Lump Sum Progressive Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

Total Lump Sum Amount [Prime only]

Percentage Completed

Total

Less Amount Previously Billed

[Prime only]

Total Current Bill [Prime only]

Subconsultants

Name

Name

Name

Total

Current Labor Hours

Total Labor Hours Incurred To Date

Total Estimated Labor Hours

Note: When submitting more than the final invoice on a lump sum project, each progressive invoice shall be identified as a "Progressive Invoice" (as in the above title).

ATTACHMENT G
Page 2

Consultant Name
Consultant Address
Consultant Address

Lump Sum Final Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

Total Lump Sum Amount [Prime only]

Percentage Completed

Total

Less Amount Previously Billed

[Prime only]

Total Current Bill [Prime only]

Subconsultants

Name

Name

Name

Total

Current Labor Hours

Total Labor Hours Incurred To Date

Total Estimated Labor Hours

Note: When submitting a final invoice on a lump sum project, the final cumulative job cost report should be submitted with the final invoice.

ATTACHMENT G
Page 3

Consultant Name
Consultant Address
Consultant Address

Cost Plus Fixed Fee Progressive Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	----------------------	-----------------------	-------------------

Labor Dollars
Overhead
Overhead Adjustments
Direct Expenses
 Mileage
 Per Diem
 CADD
Estimated Actual Costs
 [Prime Only] (See Note 1)

Subconsultants (including authorized
contingency)
 Name
 Name
 Name
Estimated Actual Costs
 [Total Subconsultant Costs]

Total Estimated Actual Costs
 [Prime + Total Subconsultant
Costs]
Fixed Fee (See Note 2)
Authorized Contingency
 Total Authorized Amount
Total Billed To Date
Remaining Authorized Balance

Unauthorized Contingency
 Prime
 Subconsultant Name
 Subconsultant Name

Labor Hours

Note 1: Do not include Subconsultant Expenses. Include Direct Labor, Overhead, and Direct Expenses for Prime Consultant only.

Note 2: Fixed fee shall be proportionate to the amount of actual costs invoiced compared to the actual costs estimated.

ATTACHMENT G
Page 4

Consultant Name
Consultant Address
Consultant Address

Cost Plus Fixed Fee Final Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	----------------------	-----------------------	-------------------

Labor Dollars (2001)
Labor Dollars (2000)
Labor Dollars (1999)
Overhead (2001)
Overhead (2000)
Overhead (1999)
Direct Expenses
 Mileage
 Per Diem
 CADD

Estimated Actual Costs
 [Prime Only]

Subconsultants (including authorized
contingency)

 Name
 Name
 Name

Estimated Actual Costs
 [Total Subconsultant Costs]

Total Estimated Actual Costs
 [Prime + Total Subconsultant
Costs]

Fixed Fee
Authorized Contingency
 Total Authorized Amount

Total Billed To Date
Remaining Authorized Balance

Unauthorized Contingency
 Prime
 Subconsultant Name
 Subconsultant Name

Labor Hours (2001)
Labor Hours (2000)
Labor Hours (1999)

ATTACHMENT G

Page 5

Cost Plus Fixed Fee Final Invoice Instructions

- Employee Labor Hours and Dollars: A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Overhead Rates: Overhead rates and labor dollars to which the overhead rates are applied should match the fiscal year in which the costs are incurred. Overhead rates applied to labor should be audit verified when available. When not available, proposed FAR adjusted rates for the fiscal year in which the labor is incurred should be used.
- Direct Expenses: A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc....) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc....) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Subconsultant: Final invoice requirements for subconsultants with cost plus fixed fee contracts are the same as the requirements for the prime consultant. It is the prime consultant's responsibility to assure such an invoice is acquired and attached to the prime's final invoice.

**ATTACHMENT H
PAGE 1
CONSULTANT FEE PROPOSAL
OSKALOOSA SIDEWALK IMPROVEMENT PROJECT
OSKALOOSA, IOWA
IDOT PROJECT NO. TAP-U-5780(613)--8I-62**

**GARDEN & ASSOCIATES, LTD.
PRELIMINARY ENGINEERING PHASE - LUMP SUM**

I. Direct Labor Costs

<u>Employee Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal Engineer	52	61.06	\$3,175.12
Project Manager	2	54.38	\$108.76
Engineer 1	2	31.25	\$62.50
Surveyor 1	4	34.81	\$139.24
Surveyor 2	68	20.00	\$1,360.00
Technician 1	172	29.35	\$5,048.20
Technician 5	12	23.45	\$281.40
Technician 6	64	15.00	\$960.00
	Direct Labor Total =		<u>\$11,135.22</u>

II. Payroll Burden and Overhead Costs

Indirect Cost Factor (Overhead Rate) =	116.51%
Total Indirect Costs =	<u>\$12,973.64</u>

III. Direct Project Expenses

	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
Mileage	100	0.57	\$57.00
Copies	400	0.25	\$100.00
Robotic Total Station	20	45.00	\$900.00
	Total Direct Expenses =		<u>\$1,057.00</u>

IV. Subconsultant Costs

None	\$0.00
Total Subconsultants =	<u>\$0.00</u>

V. Estimated Actual Costs (I + II + III + IV)

\$25,165.86

VI. Fixed Fee (15.0% of I + II)

\$3,616.33

VII. Contingency (0% of I + II + III)

\$0.00

VIII. Total Estimated Cost (V + VI + VII)

\$28,782.19

**ATTACHMENT H
PAGE 2
CONSULTANT FEE PROPOSAL
OSKALOOSA SIDEWALK IMPROVEMENT PROJECT
OSKALOOSA, IOWA
IDOT PROJECT NO. TAP-U-5780(613)--8I-62**

**GARDEN & ASSOCIATES, LTD.
CONSTRUCTION ENGINEERING PHASE - FIXED OVERHEAD RATE**

I. Direct Labor Costs

<u>Employee Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal Engineer	30	61.06	\$1,831.80
Surveyor 2	40	20.00	\$800.00
Technician 1	4	29.35	\$117.40
Technician 3	428	25.00	\$10,700.00
Technician 5	14	23.45	\$328.30
Technician 6	36	15.00	\$540.00
Direct Labor Total =			<u>\$14,317.50</u>

II. Payroll Burden and Overhead Costs

Indirect Cost Factor (Overhead Rate) =	116.51%
Total Indirect Costs =	<u>\$16,681.32</u>

III. Direct Project Expenses

	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
Mileage	440	0.57	\$250.80
Copies	0	0.25	\$0.00
Robotic Total Station	0	45.00	\$0.00
Aggregate Testing	2	250.00	\$500.00
Total Direct Expenses =			<u>\$750.80</u>

IV. Subconsultant Costs

None	\$0.00
Total Subconsultants =	<u>\$0.00</u>

V. Estimated Actual Costs (I + II + III + IV)

\$31,749.62

VI. Fixed Fee (15.0% of I + II)

\$4,649.82

VII. Contingency (10% of I + II + III)

\$3,174.96

VIII. Total Estimated Cost (V + VI + VII)

\$39,574.40



City Council Communication
Meeting Date: April 6, 2015
Requested By: Public Works Dept.

Item Title:

Consider a motion to approve and direct the Mayor to execute a revised professional services agreement with Garden and Associates, LTD. for designing sanitary and storm water sewer improvements near South L Street and South M Street and near Penn Blvd in an amount not to exceed \$86,000.

Explanation:

At the March 16 meeting, Council approved a professional services agreement with Garden & Associates in the amount of \$40,000 to complete the design work for sanitary and storm water sewer improvements near South L Street and South M Street. In the past few weeks, additional sections of sanitary sewer in need of repair and/or relocation have been discovered near Penn Blvd. between Rosenberger Avenue and College Avenue, and also between High Avenue West and 1st Avenue West near South K Street. (Please view the attached map depicting the sanitary sewer project areas.)

City staff would like to recommend combining these sewer reconstruction projects with the original South L Street and South M Street project into one large project. Instead of multiple bids, the combined project would only require one bid. In addition, the larger project may attract more interest and allow contractors to bid more competitively.

The revised Garden & Associates proposed contract is in the amounts not to exceed those outlined below:

Original Agreement Amount:	\$40,000.00
Additional Preliminary and Final Design:	\$33,000.00
Additional Services (Easements)	\$13,000.00
Total:	\$86,000.00

This contract is only for work related to design, the bid process, 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.

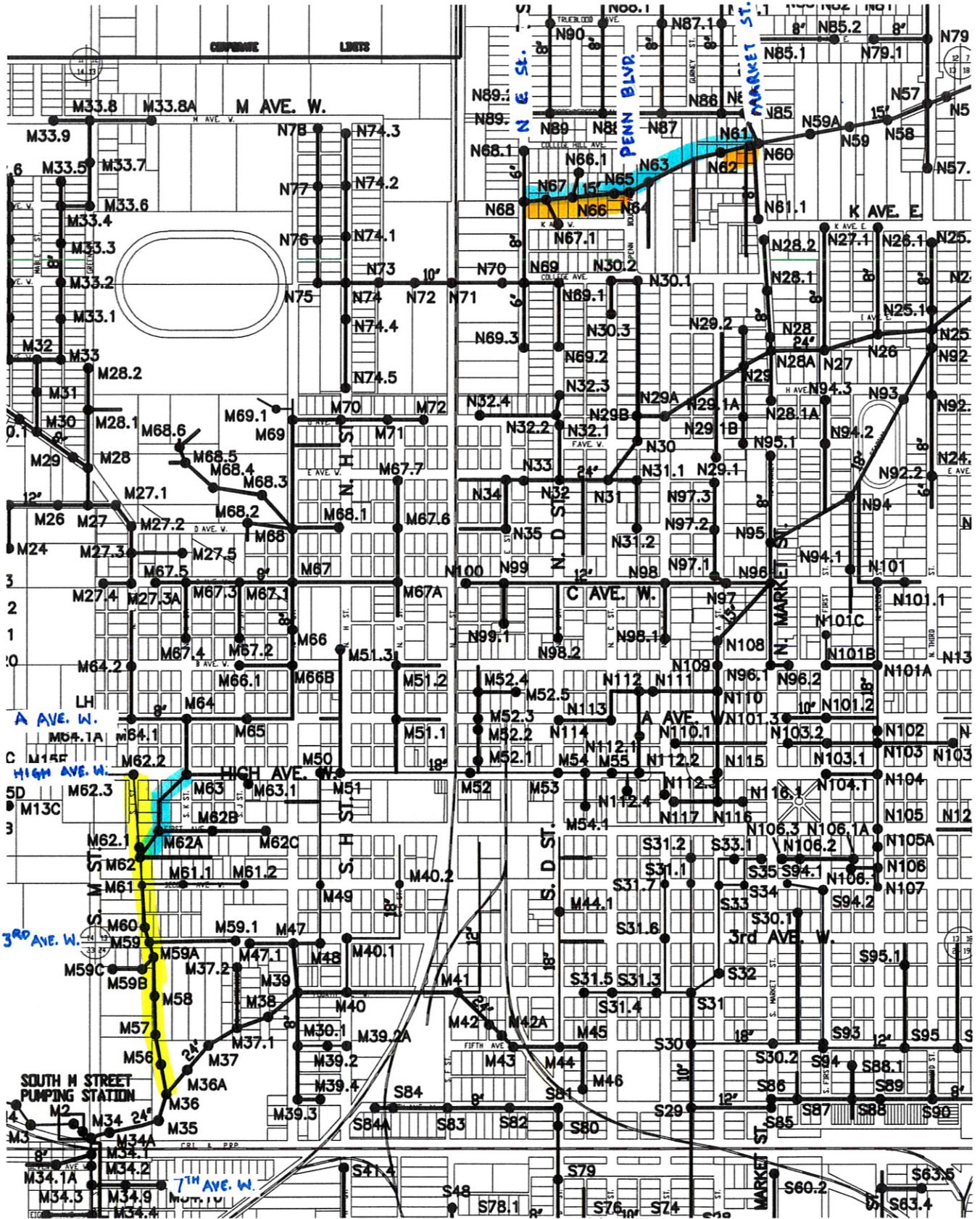
Budget Consideration:

An expenditure of \$86,000.00 as allocated in the Capital Improvement Plan for Stormwater and Wastewater projects. The storm water project to replace pipes and intakes on L Street between A Avenue & 3rd Avenue (CIP Project # 8065-27) has a budgeted amount of \$30,000 in FY2015 and \$325,000 in FY 2016. The wastewater project to replace sanitary sewer on L Street & M Street (CIP Project # 8016-77) has a budgeted amount of \$35,000 in FY2015 and \$375,000 in FY 2016. The wastewater project to replace sanitary sewer on Penn Boulevard (CIP Project # 8016-100) has a budgeted amount of \$230,000 in FY2015.

Attachments:

Sanitary Sewer Map, Letter from Garden & Associates, and Professional Services Agreement.

SANITARY SEWER MAP



ORIGINAL DESIGN CONTRACT
(BUDGETED IN CIP FOR CONSTRUCTION)

AMENDED DESIGN CONTRACT
(BUDGETED IN CIP FOR CONSTRUCTION)

AMENDED DESIGN CONTRACT
(NOT BUDGETED IN CIP FOR CONSTRUCTION)



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

March 20, 2015

Akhilesh Pal, P.E.
Public Works Director
City of Oskaloosa Public Works
804 South D Street
Oskaloosa, IA 52577

Re: 2015 Sanitary and Storm Sewer Project
Oskaloosa, Iowa
G&A #3015033

Dear Akhilesh:

Enclosed are two copies of Amendment No. 1 to our existing engineering services agreement for the referenced project. This amendment is for additional preliminary design, final design and bid phase services associated with adding replacement of the sanitary sewer between manholes N-61 and N-68 and between M-62 and M-63 to the scope of the project.

Please review and if everything is in order, present it to the City Council for approval. If approved, have the Mayor sign both copies, return one to us and keep the other for your file.

If you have any questions, please don't hesitate to contact me.

Sincerely,
GARDEN & ASSOCIATES, LTD.

Robert A. Nielsen, P.E.

RAN/ng

Enclosure: Amendment No. 1 (2 copies)

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. 1**

The Effective Date of this Amendment is: April 6, 2015.

Background Data

Effective Date of Owner-Engineer Agreement: March 16, 2015

Owner: City of Oskaloosa, Iowa

Engineer: Garden & Associates, Ltd.

Project: 2015 Sanitary and Storm Sewer Project, Oskaloosa, Iowa

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services

Description of Modifications:

Owner desires to increase the scope of the project to include preliminary design, final design, and bid phase services for approximately 1,500 lineal feet of additional sanitary sewer replacement between manholes N61 and N68 (from North Market Street to North E Street north of K Avenue West, a.k.a. Penn Boulevard Sewer) and approximately 800 feet from manholes M-62 to M-63 (between High Avenue West and First Avenue West).

Agreement Summary:

Original agreement amount:	\$ <u>40,000.00</u>
Net change for prior amendments:	\$ <u>0.00</u>
This amendment amount:	
Preliminary and Final Design	\$ <u>33,000.00</u>
Additional Services (Easements)	\$ <u>13,000.00</u>
Adjusted Agreement amount:	\$ <u>86,000.00</u>

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

Preliminary Design Phase

45 additional days

Final Design Phase

0 additional days

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:

City of Oskaloosa, Iowa

Garden & Associates, Ltd.

By: _____

By: _____

Print

Print

name: David Krutzfeldt

name: Robert A. Nielsen, P.E.

Title: Mayor

Title: President

Date Signed: _____

Date Signed: 3/20/15





City Council Communication
Meeting Date: April 6, 2015
Requested By: Public Works Dept.

Item Title:

Consider a resolution approving the award of contract for the E Avenue East & North 12th Street Reconstruction Project to Blommers Construction Inc. in an amount not to exceed \$381,212.50, and to authorize the City Manager to utilize an additional 10% (\$38,000) for project contingency.

Explanation:

At the February 17, 2015 meeting, the City Council rejected the low bid received for the E Avenue East & North 12th Street Reconstruction Project and approved the re-bidding of the project. The initial low bid was in the amount of \$506,193.05, which was 37.5% higher than the engineer's estimate.

The project was then re-advertised with a late start date of August 10, 2015 and bids were received and publicly read on March 27, 2015. A total of four bids were received as shown on the attached tabulation. The low bidder was Blommers Construction Inc. in the amount of \$381,212.50, which is 3.6% higher than the engineer's estimate of \$367,950.00.

If the project is awarded, then construction will begin by the late start date of August 10, 2015 and the project is to be substantially completed by October 30, 2015. The anticipated duration of this project is 50 working days.

Recommended Action:

Approve the resolution awarding the E Avenue East & North 12th Street Reconstruction Project to Blommers Construction Inc. Staff also recommends authorizing an additional 10% (\$38,000) as construction contingency for unforeseen circumstances, and to authorize the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents.

Budget Consideration:

Approval of the resolution authorizes expenditure of \$419,212.50 in FY 2016 for construction expenses towards the E Avenue East & North 12th Street Reconstruction

Project. There is a total amount of \$350,000 budgeted (\$300,000 in FY2015 and \$50,000 in FY2016) toward this project. The budgeted amounts and fiscal years will have to be amended to reflect the bid amount and the later start date for this project.

Attachments:

Resolution, Recent Bid Tabulation (March 27, 2015), Previous Bid Tabulation (February 10, 2015), Notice of Award and Construction Schedule.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OSKALOOSA AWARDING A CONTRACT TO BLOMMERS CONSTRUCTION INC. IN AN AMOUNT NOT TO EXCEED \$381,212.50 AND APPROVING A CONSTRUCTION CONTINGENCY NOT TO EXCEED \$38,000 FOR THE E AVENUE EAST AND NORTH 12TH STREET RECONSTRUCTION PROJECT

WHEREAS, the City Council of the City of Oskaloosa, Iowa, has heretofore deemed it necessary and desirable to approve the E Avenue East and North 12th Street Reconstruction Project; and

WHEREAS, the bids for the aforementioned Project were received, opened, and tabulated as per published notice; and

WHEREAS, the bid from Blommers Construction Inc. with a total bid of \$381,212.50 was the lowest responsive, responsible bid; and

WHEREAS, the City desires to authorize the City Manager to allow a ten percent (10%) (\$38,000.00) contingency of the award amount for unforeseen construction circumstances,

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

1. The City Council does hereby award the contract to Blommers Construction Inc. in the amount of \$381,212.50, and authorizes the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents.
2. The City Council authorizes the City Manager a construction contingency of \$38,000 for the project during construction as necessary in order to complete this project.

PASSED AND APPROVED this _____ day of April, 2015.

David Krutzfeldt, Mayor

ATTEST: _____
Amy Miller, City Clerk

BID TABULATION

E AVENUE EAST & NORTH 12TH STREET RECONSTRUCTION PROJECT

BIDS RECEIVED: 10:00 A.M. on Friday, March 27, 2015

Responsive Low Bid

BASE BID					Engineers Opinion of Probable Cost		Blommers Construction Inc. Pella, IA		Cornerstone Excavating Inc. Washington, IA		Hawkeye Paving Corp. Davenport, IA		TK Concrete Inc. Pella, IA	
Item No.	Bid Item No.	Bid Item Description	Unit	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1090-105-D	Mobilization	LS	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$34,500.00	\$34,500.00	\$25,000.00	\$25,000.00	\$24,500.00	\$24,500.00
2	2010-108-E-0	Excavation - Class 10, 12, or 13	CY	1,900	\$10.00	\$19,000.00	\$16.00	\$30,400.00	\$24.50	\$46,550.00	\$10.00	\$19,000.00	\$16.50	\$31,350.00
3	2010-108-G-0	Subgrade Preparation, 12" Thick	SY	3,700	\$5.00	\$18,500.00	\$4.00	\$14,800.00	\$7.00	\$25,900.00	\$2.00	\$7,400.00	\$2.75	\$10,175.00
4	2010-108-H-0	Subgrade Treatment, Fly Ash	SY	1,000	\$10.00	\$10,000.00	\$10.50	\$10,500.00	\$9.50	\$9,500.00	\$5.00	\$5,000.00	\$9.00	\$9,000.00
5	2010-108-I-0	Modified Granular Subbase, 6" Thick	SY	3,900	\$10.00	\$39,000.00	\$8.00	\$31,200.00	\$7.25	\$28,275.00	\$12.00	\$46,800.00	\$8.00	\$31,200.00
6	2010-108-L-0	Compaction Testing	LS	1	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
7	3010-108-C-0	Trench Foundation	TON	50	\$35.00	\$1,750.00	\$24.00	\$1,200.00	\$24.00	\$1,200.00	\$20.00	\$1,000.00	\$40.00	\$2,000.00
8	3010-108-F-0	Trench Compaction Testing, Sanitary & Storm Sewer	LS	1	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
9	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	LF	75	\$50.00	\$3,750.00	\$65.00	\$4,875.00	\$62.75	\$4,706.25	\$125.00	\$9,375.00	\$90.00	\$6,750.00
10	4020-108-A-1	Storm Sewer, Trenched, RCP, 15"	LF	570	\$40.00	\$22,800.00	\$45.00	\$25,650.00	\$43.25	\$24,652.50	\$54.00	\$30,780.00	\$57.00	\$32,490.00
11	4040-108-A-0	Subdrain, Perforated PE, 4"	LF	1,700	\$10.00	\$17,000.00	\$8.50	\$14,450.00	\$8.90	\$15,130.00	\$10.00	\$17,000.00	\$11.00	\$18,700.00
12	4040-108-D-0	Subdrain Outlets and Connections, CMP, 4"	EA	10	\$200.00	\$2,000.00	\$250.00	\$2,500.00	\$160.00	\$1,600.00	\$200.00	\$2,000.00	\$300.00	\$3,000.00
13	6010-108-A-0	Sanitary Sewer Manhole, SW-301, 48" Diameter	EA	1	\$5,000.00	\$5,000.00	\$6,750.00	\$6,750.00	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
14	6010-108-B-0	SW-501 Single Grate Intake	EA	4	\$3,000.00	\$12,000.00	\$3,500.00	\$14,000.00	\$3,500.00	\$14,000.00	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00
15	6010-108-B-0	SW-503 Single Grate Intake with Manhole	EA	1	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
16	6010-108-H-0	Remove Sanitary Sewer Manhole	EA	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
17	6020-108-A-0	Infiltration Barrier, Chimney Seal	EA	1	\$500.00	\$500.00	\$550.00	\$550.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00
18	7010-108-A-0	PCC Pavement, 7" Thick	SY	3,265	\$30.00	\$97,950.00	\$36.50	\$119,172.50	\$44.90	\$146,598.50	\$50.00	\$163,250.00	\$40.00	\$130,600.00
19	7010-108-I-0	PCC Pavement Samples and Testing	LS	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$2,750.00	\$2,750.00
20	7020-108-A-0	Pavement, HMA, 7" Thick	TON	12	\$150.00	\$1,800.00	\$425.00	\$5,100.00	\$550.00	\$6,600.00	\$250.00	\$3,000.00	\$285.00	\$3,420.00
21	7030-108-A-0	Removal of Sidewalk	SY	170	\$5.00	\$850.00	\$6.00	\$1,020.00	\$6.00	\$1,020.00	\$5.00	\$850.00	\$10.00	\$1,700.00
22	7030-108-A-0	Removal of Driveway	SY	205	\$10.00	\$2,050.00	\$6.00	\$1,230.00	\$6.00	\$1,230.00	\$5.00	\$1,025.00	\$10.00	\$2,050.00
23	7030-108-E-0	PCC Sidewalk, 4" Thick	SY	780	\$30.00	\$23,400.00	\$34.00	\$26,520.00	\$35.35	\$27,573.00	\$45.00	\$35,100.00	\$38.25	\$29,835.00
24	7030-108-E-0	PCC Sidewalk, 6" Thick	SY	135	\$40.00	\$5,400.00	\$36.00	\$4,860.00	\$41.85	\$5,649.75	\$58.00	\$7,830.00	\$45.00	\$6,075.00
25	7030-108-H-1	PCC Paved Driveway, 6" Thick	SY	130	\$40.00	\$5,200.00	\$37.00	\$4,810.00	\$43.65	\$5,674.50	\$55.00	\$7,150.00	\$45.00	\$5,850.00
26	7040-108-H-0	Pavement Removal	SY	3,300	\$10.00	\$33,000.00	\$8.50	\$28,050.00	\$6.15	\$20,295.00	\$10.00	\$33,000.00	\$7.50	\$24,750.00
27	9010-108-A-0	Conventional Seeding, Fertilizing, and Mulching	LS	1	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$4,750.00	\$4,750.00
28	9040-108-A-1	SWPPP Preparation	LS	1	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
29	9040-108-A-2	SWPPP Management	LS	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
30	9040-108-A-3	SWPPP Qualifying Rainfall Event Inspection	EA	5	\$100.00	\$500.00	\$75.00	\$375.00	\$100.00	\$500.00	\$50.00	\$250.00	\$100.00	\$500.00
31	XXX-XXXX-X-X	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00
BASE BID TOTALS:					\$367,950.00		\$381,212.50		\$463,254.50		\$458,310.00		\$420,695.00	

BID TABULATION

E AVENUE EAST & NORTH 12TH STREET RECONSTRUCTION PROJECT

BIDS RECEIVED: 10:30 A.M. on Tuesday, February 10, 2015

BASE BID					Engineers Opinion of Probable Cost		NON-RESPONSIVE BID Cornerstone Excavating Inc.		RESPONSIVE LOW BID Synergy Contracting LLC	
Item No.	Bid Item No.	Bid Item Description	Unit	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1090-105-D	Mobilization	LS	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$17,500.00	\$17,500.00
2	2010-108-E-0	Excavation - Class 10, 12, or 13	CY	1,900	\$10.00	\$19,000.00	\$24.50	\$46,550.00	\$21.00	\$39,900.00
3	2010-108-G-0	Subgrade Preparation, 12" Thick	SY	3,700	\$5.00	\$18,500.00	\$3.50	\$12,950.00	\$7.00	\$25,900.00
4	2010-108-H-0	Subgrade Treatment, Fly Ash	SY	1,000	\$10.00	\$10,000.00	\$8.50	\$8,500.00	\$14.00	\$14,000.00
5	2010-108-I-0	Modified Granular Subbase, 6" Thick	SY	3,900	\$10.00	\$39,000.00	\$7.25	\$28,275.00	\$9.80	\$38,220.00
6	2010-108-L-0	Compaction Testing	LS	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00
7	3010-108-C-0	Trench Foundation	TON	50	\$35.00	\$1,750.00	\$24.00	\$1,200.00	\$49.00	\$2,450.00
8	3010-108-F-0	Trench Compaction Testing, Sanitary & Storm Sewer	LS	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00
9	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	LF	75	\$50.00	\$3,750.00	\$62.75	\$4,706.25	\$74.20	\$5,565.00
10	4020-108-A-1	Storm Sewer, Trenched, RCP, 15"	LF	570	\$40.00	\$22,800.00	\$40.75	\$23,227.50	\$98.00	\$55,860.00
11	4040-108-A-0	Subdrain, Perforated PE, 4"	LF	1,700	\$10.00	\$17,000.00	\$8.90	\$15,130.00	\$22.40	\$38,080.00
12	4040-108-D-0	Subdrain Outlets and Connections, CMP, 4"	EA	10	\$200.00	\$2,000.00	\$160.00	\$1,600.00	\$280.00	\$2,800.00
13	6010-108-A-0	Sanitary Sewer Manhole, SW-301, 48" Diameter	EA	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$6,300.00	\$6,300.00
14	6010-108-B-0	SW-501 Single Grate Intake	EA	4	\$3,000.00	\$12,000.00	\$3,500.00	\$14,000.00	\$3,500.00	\$14,000.00
15	6010-108-B-0	SW-503 Single Grate Intake with Manhole	EA	1	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$5,180.00	\$5,180.00
16	6010-108-H-0	Remove Sanitary Sewer Manhole	EA	1	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,120.00	\$1,120.00
17	6020-108-A-0	Infiltration Barrier, Chimney Seal	EA	1	\$500.00	\$500.00	\$600.00	\$600.00	\$980.00	\$980.00
18	7010-108-A-0	PCC Pavement, 7" Thick	SY	3,265	\$30.00	\$97,950.00	\$41.95	\$136,966.75	\$39.33	\$128,412.45
19	7010-108-I-0	PCC Pavement Samples and Testing	LS	1	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$2,200.00	\$2,200.00
20	7020-108-A-0	Pavement, HMA, 7" Thick	TON	12	\$150.00	\$1,800.00	\$450.00	\$5,400.00	\$495.00	\$5,940.00
21	7030-108-A-0	Removal of Sidewalk	SY	170	\$5.00	\$850.00	\$6.00	\$1,020.00	\$8.40	\$1,428.00
22	7030-108-A-0	Removal of Driveway	SY	205	\$10.00	\$2,050.00	\$6.00	\$1,230.00	\$8.40	\$1,722.00
23	7030-108-E-0	PCC Sidewalk, 4" Thick	SY	780	\$30.00	\$23,400.00	\$35.35	\$27,573.00	\$40.37	\$31,488.60
24	7030-108-E-0	PCC Sidewalk, 6" Thick	SY	135	\$40.00	\$5,400.00	\$41.85	\$5,649.75	\$41.80	\$5,643.00
25	7030-108-H-1	PCC Paved Driveway, 6" Thick	SY	130	\$40.00	\$5,200.00	\$43.65	\$5,674.50	\$41.80	\$5,434.00
26	7040-108-H-0	Pavement Removal	SY	3,300	\$10.00	\$33,000.00	\$6.15	\$20,295.00	\$8.40	\$27,720.00
27	9010-108-A-0	Conventional Seeding, Fertilizing, and Mulching	LS	1	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$6,300.00	\$6,300.00
28	9040-108-A-1	SWPPP Preparation	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,400.00	\$1,400.00
29	9040-108-A-2	SWPPP Management	LS	1	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$4,200.00	\$4,200.00
30	9040-108-A-3	SWPPP Qualifying Rainfall Event Inspection	EA	5	\$100.00	\$500.00	\$75.00	\$375.00	\$70.00	\$350.00
31	XXX-XXXX-X-X	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$2,850.00	\$2,850.00	\$4,900.00	\$4,900.00
BASE BID TOTALS:						\$367,950.00		\$398,472.75		\$506,193.05

Proposal shows \$442,972.75



NOTICE OF AWARD

To: Blommers Construction Inc.

1117 222nd Avenue,
Pella, IA-50219

The City Council of the City of Oskaloosa, Iowa has considered the proposal submitted by you on **March 27, 2015** in the City of Oskaloosa, Iowa. It appears that it is to the best interest of the City of Oskaloosa, Iowa to accept your proposal in the amount of **Three Hundred Eighty One Thousand Two Hundred Twelve Dollars and 50 Cents (\$381,212.50)**, you are hereby notified that your proposal has been accepted for the **Avenue East & North 12th Street Reconstruction Project** subject to completion of financing and approval of the Contract.

You are required by the "Notice of Hearing and Letting" to execute the formal Contract with the City of Oskaloosa and to furnish the required Contractor's performance and payment bond within the terms specified in the "Notice of Hearing and Letting".

If you fail to execute said Contract and to furnish said bond within ten (10) days from the date of delivery of the "Notice of Award," the City of Oskaloosa will be entitled to consider all your rights arising out of the City of Oskaloosa's acceptance of your proposal as abandoned and to award the work covered by your proposal to another, or to readvertise the work, or otherwise dispose thereof as the City of Oskaloosa may see fit.

Dated this ____ day of April, 2015.

CITY OF OSKALOOSA, IOWA

By _____

Title _____

Acceptance of Notice
Receipt of the Above

"Notice of Award" is hereby acknowledged this ____ day of _____, 2015.

Contractor

By _____

Title _____

E Avenue & North 12th Street Construction Schedule

2015

2/27/2015 — Send notice to Oskaloosa Herald to publish on 1/22/2015 advertising sealed bids.

3/5/2015— Publish notice and advertise for sealed bids in Oskaloosa Herald.

3/27/2015—Bid Opening at 10:00 AM.

4/6/2015— Council approval of the 'Notice of Award' to low bidder.

8/10/2015—Estimated Construction start date— Notice to Proceed contingent upon weather.

Estimated Construction Timeframe— 50 Working Days

* Note:

12/18/2014—Completed Public Meeting with residents.

2/17/2014—City Council held a public hearing to approve the plans, specifications, form of contract, and estimated cost. City Council rejected awarding the contract.

JANUARY

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FEBRUARY

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SEPTEMBER

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DECEMBER

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City Council Communication

Meeting Date: April 6, 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: April 6, 2015

Requested By: Mayor & City Council

ITEM TITLE: CITY COUNCIL INFORMATION & REPORTS FROM COUNCIL MEMBERS SERVING ON BOARDS AND COMMISSIONS

Explanation:

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

Mahaska County Conference Board – David Krutzfeldt

Emergency 9-1-1 – Tom Walling

Enterprise Zone Commission – Doug Yates

Housing Trust Fund Committee – Joe Caligiuri

Oskaloosa Area Chamber & Development Group – David Krutzfeldt

Joint County-Mahaska Disaster Services and Emergency Planning Administration – Aaron Ver Steeg

Joint Law Enforcement Center Board – Aaron Ver Steeg

Mahaska County Agency on Aging – Aaron Ver Steeg

Mahaska Community Recreation Foundation – Scottie Moore

Budget Consideration:

Not applicable, report(s) only.

Attachments:

None.