

City of Oskaloosa Boards and Commissions Orientation Packet



Oskaloosa Municipal Housing Agency

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Oskaloosa, Iowa

Oskaloosa is a diverse, micropolitan community offering big-city amenities. It is a “hot spot” for entrepreneurs thanks to public and private leaders who work to build strong infrastructure, communication, and transportation systems and have a vision of sustainable growth. It is a place businesses and workers want to call home. Our historic downtown district is a hub for live music, shopping, and dining. A high-speed fiber optic system delivers world-class communication solutions and can grow with technological changes and demands. With a current population of approximately 11,500 people, Oskaloosa continues to grow and change. The community is approximately 45 minutes from the state capital of Des Moines and just over an hour away from Iowa City, home to the University of Iowa.



Mission

Serve and protect the citizens of Oskaloosa to provide a positive environment which encourages desirable growth and enhances the quality of life in the community.

Vision Statement

Make Oskaloosa an irresistible place to grow business so the quality of life is enhanced for the whole community.

City Departments

- **City Clerk's Office: City Hall, 220 South Market Street**
 - Appointed by the City Council, the City Clerk attends all council meetings and is responsible for duties defined by the Code of Iowa and designated by the City Council. The City Clerk is the Finance Director and City Treasurer by Oskaloosa City Code. The staff from the City Clerk's Office is responsible for maintaining all public records, which consists of storage, retention and scanning of official records.
- **City Manager's Office: City Hall, 220 South Market Street**
 - Appointed by the City Council, the City Manager oversees all administrative tasks necessary for city operations, supervises city departments, maintains the city budget and represents the municipality in a variety of settings. The City Manager implements policy adopted by the City Council.
- **Development Services: City Hall, 220 South Market Street**
 - The Development Services Department has a variety of responsibilities all related to the development, improvement, and maintenance of real property in Oskaloosa. Development Services staff oversee: building permits and inspections, long and short-range planning, zoning administration and enforcement, historic preservation, site plan review, rental housing inspections, housing development.
- **Fire Department: 220 South Market Street**
 - The Fire Department provides emergency response services to residents within and around the city limits of Oskaloosa, three cities, and eight townships. The department also assists the building official with fire prevention inspections. The Fire Department oversees Code Enforcement to keep our community safe and attractive for residents and visitors alike.
- **Oskaloosa Public Library: 220 South Market Street**
 - The Oskaloosa Public Library exists to serve as a primary source of information, education, recreation, and personal fulfillment for all of the City of Oskaloosa and Mahaska County.
- **Police Department: Mahaska Law Enforcement Center, 214 High Avenue**
 - The City of Oskaloosa Police Department provides public safety services to the residents of Oskaloosa. The Department uses bicycle, foot and vehicle patrol to provide public safety services to the city's residents, across 7.98 square miles.
- **Public Works: City Hall, 220 South Market Street**
 - **Engineering**
 - The Engineering/GIS Department is responsible for the design and oversight of city infrastructure construction, the maintenance of city maps and plats, and providing general engineering assistance to a variety of city departments.
 - **Parks and Recreation: 804 South D Street**
 - The Oskaloosa Parks Department oversees Edmundson Park, the Downtown Park, Jaycee's Parks, and Vanderwilt Park. The Parks Department monitors and maintains the health of the city's urban forestry program. The Parks Department assists with downtown activities and oversees seven shelters.

- Streets
 - The Streets Department fills potholes, replaces damaged concrete panels, chip seals or seal coats certain streets, and performs crack sealing.
- Wastewater: 2632 Kent Avenue
 - The Wastewater Department oversees two treatment plants and seven lift stations and are responsible for the sanitary sewer and stormwater system. The plants that Wastewater monitors treat just under 2 million gallons of wastewater per day.
- Oskaloosa Municipal Water Department: 1208 South 7th Street
 - The Oskaloosa Municipal Water Department (OMWD) is responsible for providing clean drinkable water for the City of Oskaloosa. OMWD treatment plant is located north of Oskaloosa and relies on a series of wells to pull from the Skunk River watershed.

City of Oskaloosa’s Form of Government

The City of Oskaloosa has a Mayor-Council form of government with the City Council appointing a City Manager to serve at the discretion of the City Council. The City Council consists of seven Council Members, four elected by ward and three elected at large for overlapping terms of four years. The Mayor is elected for a two-year term. The Mayor is not a member of the City Council and does not vote. The City Council, Mayor, and city officers have such powers and shall perform such duties as are authorized by State law and by the ordinances, resolutions, rules, and regulations of the city.

Appointment Process

Residents of Oskaloosa are appointed to the Oskaloosa Municipal Housing Agency by the Mayor with Oskaloosa City Council approval through an application process. Candidates may be required to interview as part of the appointment process.

Oskaloosa Municipal Housing Agency

The Oskaloosa Municipal Housing Agency governs the Section 8 Housing Choice Voucher program as established by the Department of Housing & Urban Development (HUD). The agency administers and has custody of all its funds. The program regulations are stated in the agency’s administrative plan and in accordance with federal regulations. All plans, procedures and policies are governed by the board. The Albia Housing Agency, as an independent contractor, manages the Oskaloosa Municipal Housing Agency and administers the operation of the City of Oskaloosa's Housing Choice Vouchers program.

The Oskaloosa Municipal Housing Agency board consists of five Mayor-appointed members for two year terms. The Agency typically meets on a quarterly basis on the second Monday of the designated month each quarter at 12 noon in the meeting room located on the lower level of City Hall. Designated months are November, February, May & August. Meetings are conducted under Robert’s Rules of Order. The staff contact for the Municipal Housing Agency is the OMHA Executive Director.

Oskaloosa Municipal Housing Agency Memorandum of Understanding

I. Preamble

That it is, by agreement with the Albia Housing Agency, (herein referred to as AHA), pursuant to Chapter 28E, Code of Iowa and Chapter 403A, Code of Iowa, is capable of meeting the requirements of the U.S. Department of Housing and Urban Development, herein referred to as HUD, Annual Contributions Contract (ACC), and all applicable Federal Rules and Regulations as now or in the future will be required for carrying out the responsibilities of managing and operating the public housing authority for the region of the City of Oskaloosa in the State of Iowa, the CITY OF OSKALOOSA MUNICIPAL HOUSING AGENCY hereafter OMHA.

II. Purpose

OMHA hereby engages AHA as an independent contractor to appropriately manage the OMHA Housing Choice Voucher Program and in addition, to appropriately administer the operation of the City of Oskaloosa's Housing Choice Vouchers program.

III. Scope of Services and Specific Conditions

AHA will manage the OMHA Housing Choice Voucher Program and agrees to appropriately administer the program, adhering to all applicable Federal Rules and Regulations as set forth by HUD with the OMHA, and AHA agreeing to the following specific conditions:

1. AHA agrees to maintain the Housing Choice Voucher program funds for the same intent and purpose for which they were originally assigned and intended by HUD, carrying out the responsibilities under the HUD Annual Contributions Contract.
2. AHA shall indemnify, defend and hold harmless, OMHA from any and all claims and damages, arising out of AHA's use of the city hall building, or arising as a result of gross negligence, and errors or omissions of contractors or employees, with reference to the activities undertaken by AHA pursuant to this agreement
3. AHA and the OMHA agree that a staff presence in the City Hall of Oskaloosa is necessary. Specific personnel requirements are in Section VI herein this document.
4. OMHA agrees to continue to provide the present office space, equipment, phones, computers and office equipment, at no charge to AHA, in the City Hall Building, in similar location and quality as it has done in the past for the OMHA, to support AHA operations.

IV. Effective Date and Duration

This Memorandum of Understanding shall become effective on May 1, 2015, and will be supported by the passing of separate resolutions executed by OMHA and AHA. This Memorandum of Understanding will include a sixty (60) day probationary period where either party may give thirty (30) days' notice to terminate, after the probationary sixty (60) day period, said agreement will continue in full force and effect until April 30, 2025, unless terminated earlier pursuant to Section VIII, and Section IX herein.

V. Administrative Fees, Reserve and Equipment

1. OMHA agrees that all OMHA operating fees and reserve funds are transferred to AHA and become part of the AHA operating fees and reserve funds for AHA to continue effective program operation within the City of Oskaloosa. Administrative fees earned by AHA are based on program lease-up. All fees earned, as outlined in the ACC, are earned by AHA and will be utilized to support ongoing program operation. AU fraud recovery collected will become part of the AHA reserve.
2. AHA and OMHA agree that upon completion of the probationary period, OMHA property and equipment used by AHA, become the property of AHA. OMHA shall make available the present office space at the City of Oskaloosa, City Hall, and further make available to use any of the property or equipment on or off the premises said office. The City of Oskaloosa is responsible for the disposition of any other OMHA property adhering to HUD's disposition guidelines.

VI. Personnel

AHA represents that it has or will acquire, all personnel necessary to perform the services under this agreement. AHA agrees to provide at a minimum one staff person, 40 hours per week combined, in the City of Oskaloosa Housing Office. AHA reserves the right to alter staffing patterns based on future program demand and need, by mutual agreement with the OMHA. AHA will have sole discretion in hiring and all personnel matters, and is not extending any employment guarantees or continuation of employment benefits to any OMHA employee who may be hired by AHA.

VII. Performance Measures

AHA will generate materials to aid the OMHA Board of Directors in the evaluation of services provided by AHA to satisfy this MOU. The materials will include an Annual Report of Programs and Services which is presented at the OMHA Annual meeting in October of every year. The AHA will have an audit conducted at the end of each fiscal year, and the audit report will be presented to the OMHA Board of Directors.

VIII. Termination by the OMHA

After the initial probationary period, the following termination rights apply:

1. The OMHA may, by ninety (90) days written notice to AHA, terminate this contract. In no case, shall termination become effective prior to the end of the current fiscal year. Upon receipt of such notice, AHA shall: (1) discontinue all services affected (unless the notice directs otherwise) at the end of the current fiscal year, and (2) deliver to the OMHA all program files, operating files, operating accounts, equipment and data, as may have been accumulated by the AHA in performing this Memorandum of Understanding when completed or in process.
2. Notwithstanding the above, AHA shall not be relieved of liability to the OMHA for damages sustained by OMHA by virtue of any breach of the contract by AHA.
3. AHA reserves the right to keep all operating reserves accumulated by AHA as the result of operating the OMHA program under their HUD Annual Contributions Contract.
4. Upon notice of termination by the OMHA under Section 8.1, the OMHA and AHA shall agree to establish an action plan which will enable the OMHA to resume operation of the OMHA program in an orderly fashion. All reasonable costs incurred by AHA as a result of the above action plan and transference of the housing program and the responsibilities under the HUD Annual Contributions Contract (ACC) will be reimbursed to AHA by the OMHA upon receipt of invoice from AHA for said expenses.

IX. Termination by the AHA

After the initial probationary period, the following termination rights apply:

1. AHA may terminate this contract by ninety (90) days written notice to the OMHA for any of the following reasons:
 - A. Both parties agree a continuation of the contract will not be in the best interest of the OMHA.
 - B. AHA ceases to exist or it is restricted or prohibited by its governmental authorities from continuing to provide services under this Memorandum of Understanding.
 - C. Upon a substantial or material change in the HUD contract for the Housing Choice Voucher Program which makes it economically impractical for AHA to continue all said OMHA programs.
 - D. Any other substantial change of economic circumstances which make it economically impractical for AHA to continue all said OMHA programs.
2. Upon notice of termination by the AHA under Section IX.1, IX.2 or IX.3, the OMHA and AHA shall agree to establish an action plan which will enable the OMHA to resume operation of the OMHA program in an orderly fashion. All reasonable costs incurred by the OMHA as a result of the above action plan and transference of the housing program and the responsibilities under the HUD Annual Contributions Contract (ACC) will be reimbursed to the OMHA by AHA's receipt of invoice from OMHA for said expenses.

X. Default

In case of a breach of any material provision hereunder, the non-breaching party shall give the other party prompt, written notice of such breach, setting forth the facts and reasonable detail. In the event that the breaching party has not cured such breach within thirty (30) days, or has failed to commence action to cure said breach within thirty (30) days, the non-breaching party has right to terminate this agreement without further notice.

XI. Severability and Intent

Should any part of this agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out such decision will not affect the validity of the remainder this agreement, which will continue in full force and effect. This agreement shall be signed, transferred, or pledged by either party without the prior written consent of the other party. However, this agreement shall be binding upon the successors or assigns of the respected parties.

XII. Applicable Law

Subject to the required federal regulations, this agreement shall be governed by the Laws of the State of Iowa.

XIII. Entire Agreement

This agreement constitutes the entire agreement between the parties, with respect to the subject matter, and supersedes any previous understandings, representations, commitments or agreements, oral or written. No provision of this agreement may be waived except by a writing signed by the party to be

charged, nor may this agreement may be amended except by a writing signed by both parties. If any provision, or portion thereof, of this agreement is or becomes invalid under any applicable statute or rule of law, it shall be deemed stricken and the remainder of this agreement shall remain in full force and effect.

Oskaloosa Municipal Housing Agency Bylaws

ARTICLE I - THE AGENCY

Section 1. Name of Agency. The name of the Agency shall be the "Oskaloosa Municipal Housing Agency (OMHA) of Oskaloosa, Iowa."

Section 2. Office of Agency. The offices of the Agency shall be at the City Hall in the City of Oskaloosa, Iowa, but the Agency may hold its' meetings at such other place or places as it may from time to time designate by resolution.

Section 3. Commissioners. There shall be five (5) commissioners, appointed by the Mayor with City Council approval. The term of the office for three (3) of said commissioners originally appointed shall be two (2) years and the term of office for two (2) of said commissioners originally appointed shall be one (1) year. Thereafter the term of office for each commissioner shall be two (2) years.

ARTICLE II - OFFICERS

Section 1 - Officers. The officers of the Agency shall be a Chairman, a Vice-Chairman and an Executive Director (who shall also be the Secretary of the Agency).

Section 2 - Chairman. The Chairman shall preside at all meetings of the Agency. Except as otherwise authorized by resolution of the Agency, the Chairman shall sign all contracts, deeds and other instruments made by the Agency. At each meeting, the Chairman shall submit such recommendations and information as she/he may consider proper concerning the business, affairs and policies of the Agency.

Section 3 - Vice-Chairman. The Vice-Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of the resignation or death of the Chairman, the Vice-Chairman shall perform such duties as are imposed on the Chairman until such time as a new Chairman shall be designated.

Section 4 - Executive Director. The Executive Director shall have general supervision over the administration of the business and affairs of the Agency, subject to the direction of the Agency. **She/He** shall be charged with the management of the housing projects of the Agency. **She/He** shall have the care and custody of all funds of the Agency and shall deposit the same in the name of the Agency in such bank or banks as the Agency may select. **She/He** shall sign all orders and checks for the payment of money and shall pay out and disburse such moneys under the direction of the Agency. Except as otherwise authorized by resolution of the Agency, all such orders and checks shall be countersigned by the Chairman. **She/He** shall keep regular books of accounts showing receipts and expenditures and shall render to the Agency, at each regular meeting (or more often when requested), an account of **her/his** transactions and also of the financial condition of the Agency. **She/He** shall give such bond for the faithful performance of his duties as the Agency may determine.

Section 5 - Secretary. The Executive Director shall be Secretary of the Agency. **She/He** shall keep the records of the Agency, shall act as Secretary of the meetings of the Agency and record all votes, and shall keep a record of the proceedings of the Agency in a journal of proceedings to be kept for that purpose, and shall perform all duties incident to the office of Secretary.

Section 6 - Additional Duties. The officers of the Agency shall perform such other duties and functions as may from time to time be required by the Agency or the by-laws or rules and regulations of the Agency.

Section 7 - Appointment. The Executive Director shall be appointed according to the Memorandum of Understanding (MOU) between the Albia Housing Agency and OMHA. Any person appointed to fill the office of Executive Director, or any vacancy therein, shall have such term as the MOU fixes, but no member of the Agency shall be eligible to this office.

ARTICLE III - MEETINGS

Section 1 - Annual Meeting. The annual meeting of the Agency shall be held at the first regular meeting scheduled after the FYE 9/30 at the regular meeting time and place of the Agency.

Section 2 - Regular Meeting. Regular meetings shall be held on a quarterly basis on the second Monday of the designated month each quarter at 12 noon at the meeting room located on the lower level of City Hall. Designated months shall be as follows: November, February, May & August.

Section 3 - Special Meetings.

The Chairman of the Agency may, when she/he deems it expedient, and shall, upon the written request of two members of the Agency, call a special meeting of the Agency for the purpose of transacting any business designated in the call. The call for a special meeting to each member of the Agency or may be mailed or emailed to the business or home address of each member of the Agency at least two days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call, but if all of the members of the Agency are present at a special meeting, any and all business may be transacted at such special meeting.

Section 4 - Quorum. At all meetings of the Agency, three members of the Agency shall constitute a quorum for the purpose of transacting business; provided that a smaller number may meet and adjourn to some other time or until a quorum is obtained. Any member that anticipates being absent from a meeting is required to contact the Executive Director of the intended absence at their earliest convenience.

Section 5 - Order of Business.

At the regular meetings of the Agency the following shall be the order of business:

1. Roll Call
2. Reading and approval of the minutes of the previous meeting.
3. Review and approval of financial statement
4. Report of the Executive Director
5. Unfinished Business
6. New Business
7. Adjournment

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Agency.

Section 6 - Manner of Voting. The voting on all questions coming before the Agency shall be by ayes and nays and shall be entered upon the minutes of such meeting.

ARTICLE IV – PROGRAM RESIDENT (not required at this time)

Federal law requires at least one program participant resident serve on the Board of Directors/Agency.

ARTICLE V - AMENDMENTS

Section 1 - Amendment of By-Laws. The by-laws of the Agency shall be amended only with the approval of at least three of the members of the Agency at a regular or a special meeting.