



City of Oskaloosa  
City Council Study Session  
Council Chambers  
City Hall, 220 S. Market Street  
Oskaloosa, IA 52577  
Agenda

**Tuesday, September 7, 2021, 5:00 P.M.**

**1. Discussion of Urban Park Liability Insurance Coverage**

Documents:

[28E AGREEMENT SKATE PARK AND MCRF.PDF](#)

**2. Adjourn**

If you require special accommodations, please contact the city manager's office at least 24 hours prior to the meeting at 641.673.9431.



*Michael A. Mauro*  
**Secretary of State**  
*State of Iowa*

# 28E Agreement

FOR OFFICE USE ONLY:

FILED

M503482

7/6/2010 6:04:43 PM

**PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM**

**Item 1.** The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	City of Oskaloosa	City	Mahaska
Party 2	Mahaska Community Recreation Foundation	Other	Mahaska
Party 3			
Party 4			
Party 5			

*\*Enter "Other" if not in Iowa*

**Item 2.** The type of Public Service included in this agreement is: 510 Parks and Recreation  
(Enter only one Service Code and Description) Code Number Service Description

**Item 3.** The purpose of this agreement is: *(please be specific)*  
 The City of Oskaloosa and Mahaska Community Recreation Foundation wish to create a skate and bike park and associated recreational amenities to be situated on a portion of Penn Central Mall Parking Lot.

**Item 4.** The duration of this agreement is: *(check one)*  Agreement Expires \_\_\_\_\_  Indefinite Duration  
[mm/dd/yyyy]

**Item 5.** Does this agreement amend or renew an existing agreement? *(check one)*

**NO**

**YES** Filing # of the agreement: \_\_\_\_\_

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: [www.sos.state.ia.us/28E](http://www.sos.state.ia.us/28E).

**Item 6.** Attach two copies of the agreement to this form if not filing online.

**Item 7.** The primary contact for further information regarding this agreement is: *(optional)*

**LAST** Name \_\_\_\_\_ **FIRST** Name \_\_\_\_\_

Title \_\_\_\_\_ Department \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Document 2010- 1769 Page 1 of 3  
Book 2010 Page 1769 Fee: 19.00  
Date: June 25, 2010 Time: 1:00pm

*Diane Upton Crookham - Mahaska County Recorder*  
106 S. 1st Street, Oskaloosa, Iowa 52577

Prepared by: David D. Dixon, 118 N. Market, Oskaloosa, IA 52577  
Return to: David D. Dixon, 118 N. Market, Oskaloosa, IA 52577

**28E AGREEMENT  
BETWEEN THE CITY OF OSKALOOSA IOWA  
AND  
MAHASKA COMMUNITY RECREATION FOUNDATION**

THIS AGREEMENT, is made and entered into this 21<sup>st</sup> day of June, 2010, by and between the City of Oskaloosa Iowa, herein called "City", and Mahaska Community Recreation Foundation, herein called "MCRF".

NOW WHEREAS City is the holder of record title to the parking lot areas of Penn Central Regional Mall;

AND WHEREAS City and MCRF wish to create a skate and bike park and associated recreational amenities to be situated on a portion of said Penn Central Mall Parking Lot;

AND WHEREAS; the parties wish to memorialize their agreement relative to the said skate and bike park and associated amenities;

IT IS THEREFORE AGREED, in consideration of the mutual covenants and promises contained herein, as follows:

1. Lease: City hereby leases to MCRF those portions of the Penn Central Mall Parking lot as shown and marked on the sketch attached hereto as exhibit "A" for the construction and operation of a skate and bike park and associated recreational amenities.
2. Term: This lease shall commence on the date hereof, and shall continue for a term of one year. Thereafter this lease shall continue for successive one year terms upon the same terms and conditions thereof unless otherwise terminated by a party as provided herein.

3. Termination: This lease may be terminated by either party upon the tendering to the other party of a written notice of intent to terminate lease, given not less than six months prior to the termination date.
4. Rent: MCRF shall pay to City for the lease of the said premises the sum of \$1.00 per year, payable in advance.
5. Site Development: MCRF shall at its expense make all necessary site preparations; install all equipment; and shall additionally install a fence surrounding the premises and make all other development, safety, and aesthetic improvements necessary or required for compliance with City ordinances.
6. Site Regulation: MCRF shall, in cooperation with City, recommend, develop, approve, and post safety rules and regulations for the use and operation of the site which comport with the recreational immunity statutes of the State of Iowa.
7. Integration Clause: This writing constitutes the complete agreement of the parties, and may be altered or varied only by a written agreement signed by the party sought to be charged.

IN WITNESS WHEREOF, the parties hereto have affixed their signature on the date above written.

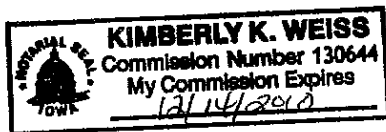
CITY OF OSKALOOSA IOWA

By: David Krutzfacker

MAHASKA COUNTY RECREATION  
FOUNDATION

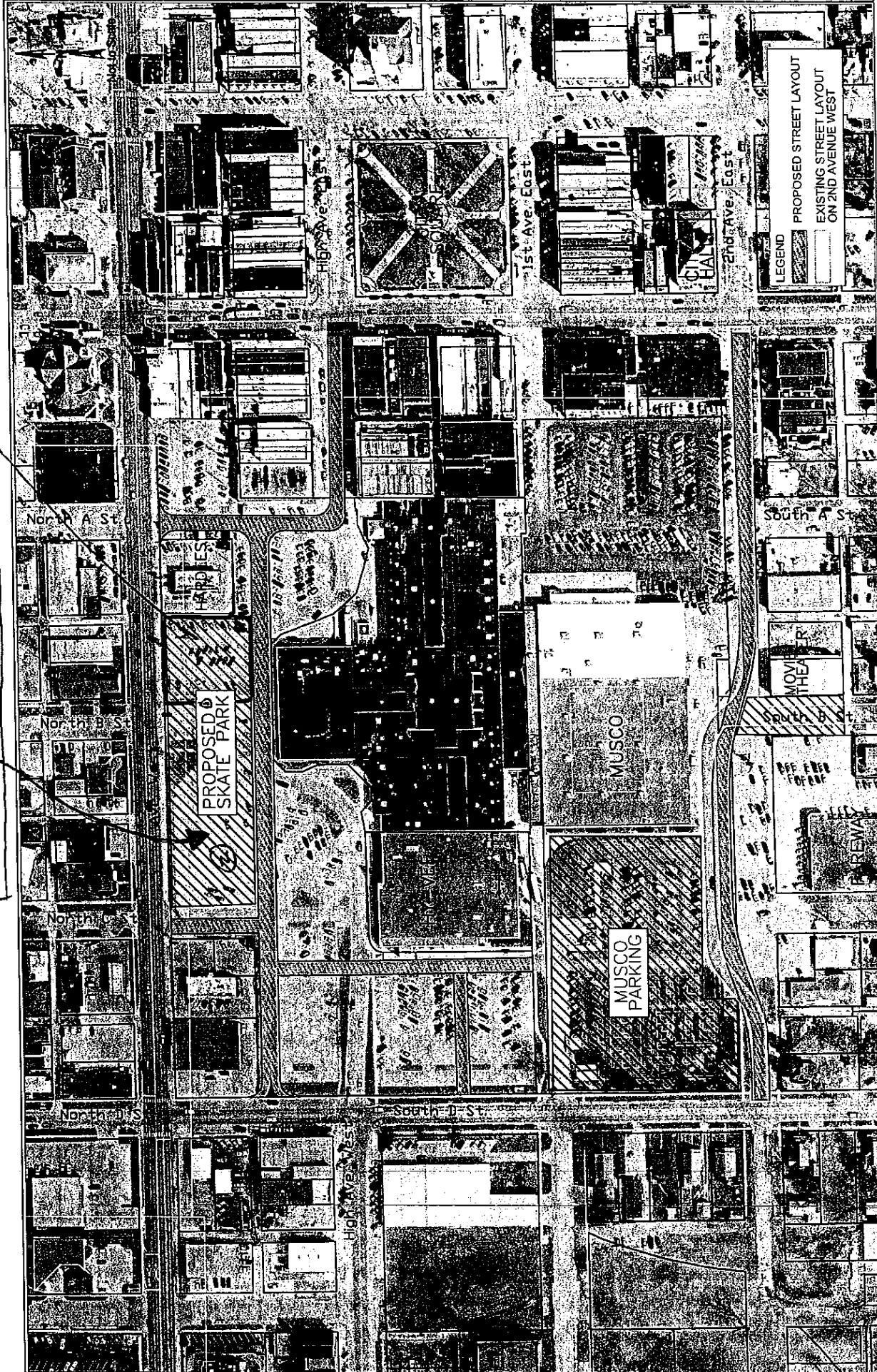
By: Sherry Vavra

Subscribed and sworn to before me, a Notary Public, on this 24th day of June 2010, by David Krutzfacker as Mayer for and on behalf of the City of Oskaloosa Iowa, and Sherry Vavra as Executive Director for and on behalf of Mahaska County Recreation Foundation.



Sherry Vavra  
NOTARY PUBLIC





SKATE PARK #2

#2  
 FUTURE PARK DEVELOPMENT

06/22/2010  
 MS