CITY OF CHARITON, IOWA
CITY COUNCIL MEETING AGENDA
June 2, 2025 – 5:00 PM
115 S. Main Street – Chariton City Hall

1. **CALL TO ORDER**

2. **APPROVAL OF THE AGENDA**

3. **PUBLIC COMMENT –** *If the public desires to address the Council, please stand, state your name and address, and proceed with your comments. All comments should be under three minutes, unless otherwise permitted by the presiding officer. Please note that no action can be taken at this meeting, but items may be requested as future agenda items at the direction of the Council.*

4. **APPROVAL OF THE CONSENT AGENDA –** *All items included in the Consent Agenda will be approved with a single motion. Individual discussion on these items will only occur if a request is made prior to the Council voting on the motion.*
   a. Accept and Place on File the Minutes of the Council Meeting held on May 19, 2025

5. **REVIEW AND APPROVAL OF CLAIMS**

6. **NEW BUSINESS**
   a. Update and Discussion of City Pool
   b. Consideration of Approval of the 2025-26 Mainstay Systems Contract
   c. Consideration of A Motion to Approve 800 Osage and 808 Osage Avenue Utilizing a Shared Sewer Line to the Sewer Main
   d. Appointment to the Housing Board of Chariton, Iowa

7. **CITY MANAGER COMMENTS**

8. **COUNCIL MEMBER COMMENTS**

9. **STAFF MEMBER COMMENTS**

10. **MOTION TO ADJOURN**

COUNCIL MEETING
City of Chariton, Iowa
May 19, 2025 5:00 P.M.

The City Council of the City of Chariton, Iowa, met in regular session in the Council Chambers in City Hall of said City on May 19, 2025, at 5:00 p.m. The meeting was called to order by Mayor Jayma Hoch. Present for the meeting were Council Members Stephen Fenton, Jayma Hoch, David Kuball, Jarrett McGee and Gary Shutt. Absent – None.

Also present for the meeting was City Attorney Verle Norris, City Manager Douglas Anderson, City Clerk Christy Metzger, Chief of Police Bill Knight, Street Superintendent Dave VanRyswyk, Fire Chief Steve Davis and Building and Code Enforcement Officer Shawn Werts.

It was moved by McGee, seconded by Shutt, to approve the May 19, 2025, Council meeting agenda. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

Earl Comstock spoke during Public Comment to invite the Council to the ceremony at Lucas County Veterans Park on May 26, 2025 at 10:00 a.m.

It was moved by McGee, seconded by Shutt, to approve the consent agenda consisting of the approval of the minutes of the City Council meetings held on May 5, 2025 and May 9, 2025. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

It was moved by Fenton, seconded by Kuball, that the resolution authorizing the payment of claims be adopted. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

Thereupon the Mayor declared the resolution duly adopted and numbered 2025-34 and signed her approval thereto.

It was moved by Fenton, seconded by Shutt, to approve the Treasurer’s April 2025 Financial Report. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

Discussion was held on the Spill Prevention, Control and Countermeasure (SPCC) Plan for the Chariton Municipal Airport. After discussion, it was moved by Hoch, seconded by Kuball, to approve the Spill Prevention, Control and Countermeasure Plan as presented. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

Discussion was held on a request received from Scott McGee, McGee Concrete, to allow him to operate a concrete plant at his property located at 50622 State Highway 14, since it is within the extraterritorial zone of the City. After discussion, it was moved by Fenton, seconded by Shutt, to approve the use request as presented. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

Discussion was held on a request received from Dennis Golosinskiy to open a business of buying used vehicles, rebuilding and selling said vehicles at his property located at 45547 State Highway 14, since it is within the extraterritorial zone of the City. After discussion, it was moved by Fenton, seconded by Shutt, to approve the request for selling vehicles only, not to include the buying of used vehicles to rebuild and sell. The roll was called and the vote was:

Aye: Fenton, McGee, Shutt
Nay: Hoch, Kuball

It now being the time and place set for the scheduled public hearing to be held for the purpose of amending the current budget for the City for the fiscal year ending June 30, 2025, the Mayor declared the hearing open. The proposed amendment to the current budget is due to an increase in expenditures include storm damage to the roof on City Hall, replacement of a jetter and camera for the street/sewer department, completion of fuel project at the airport and the purchase of a backhoe by the water department. There being no one present and there being no written objections filed, the Mayor declared the hearing closed. It was moved by Fenton, seconded by Kuball, that a resolution entitled, "Resolution Amending the Current Budget for the Fiscal Year Ending June 30, 2025", be adopted. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

Thereupon the Mayor declared the resolution duly adopted and numbered 2025-35 and signed her approval.

It now being the time and place set for the public hearing to be held concerning the conveyance of real property described as the West 67.7 feet of Lot 10 in Block 21 of Coolbaugh and Brooks' Addition to the City of Chariton, Iowa, locally known as 1147 Orchard Avenue, to Donald Lacey, a/k/a Doan Lacey and Cali Lacey, in the amount of $3,000.00, the Mayor declared the hearing open. There being no written objections filed and no one present to state an oral objection, the Mayor declared the hearing closed. It was moved by Hoch, seconded by Shutt, that a resolution entitled, "Resolution for Conveyance of the Following Described Real Property in the City of Chariton, Iowa", be adopted. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

Thereupon the Mayor declared the resolution duly adopted and numbered 2025-36

and signed her approval thereto.

It was moved by Shutt, seconded by McGee, that a resolution entitled, "Resolution of the City of Chariton, Iowa, Regarding the Sale of Real Property", be adopted, the same being a resolution setting the date and time of July 21, 2025, at 5:00 p.m., in the Council Chambers in City Hall, Chariton, Iowa, to hold a public hearing for the consideration of the sale of the lots located at 918 and 920 Court Avenue, and that bids to purchase the said lots are due by 12:00 p.m. on July 17, 2025 and any person who submits a written offer shall have the opportunity to raise their bid at the date and time of said public hearing. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

Thereupon the Mayor declared the resolution duly adopted and numbered 2025-37 and signed her approval thereto.

It was moved by McGee, seconded by Fenton, to approve using the remaining funds from the Housing Grant on the Palmer Building to rehabilitate the second-floor apartments. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

It was moved by McGee, seconded by Shutt, to approve the Mayor's reappointment of Lisa Offenburger to the Planning and Zoning Commission with a term to expire May 5, 2030. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

It was moved by Shutt, seconded by Kuball, to approve the Mayor's reappointment of Chris Curran to the Planning and Zoning Commission with a term to expire May 5, 2030. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

It was moved by Shutt, seconded by McGee, to approve the Mayor's reappointment of Vernon Vogel to the Planning and Zoning Commission with a term to expire May 5, 2030. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

It was moved by Shutt, seconded by Fenton, to approve the Mayor's appointment of Denise Lazear to the Chariton Historic Preservation Commission, to fill a vacancy, with a term to expire February 19, 2028. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

There being no further business to come before the meeting, it was moved by Fenton, seconded by Shutt, that the meeting be adjourned until 5:00 p.m., June 2, 2025, in the Council Chambers in City Hall, Chariton, Iowa. The roll was called and the vote was:

Aye: Fenton, Hoch, Kuball, McGee, Shutt
Nay: None

The meeting adjourned at 5:34 p.m.

_____
Christy Metzger, City Clerk

RESOLUTION NO. 2025

BE IT RESOLVED by the City Council of the City of Chariton, Iowa, that the following claims be approved and payment authorized:

GENERAL

ACCO UNLIMITED CORPORATION	CHEMICALS	$6,000.13
ALLIANT ENERGY	UTILITIES	$6,751.19
AMERICAN RED CROSS	TRAINING	$531.43
ASCENDANCE TRUCK CENTERS	EQUIPMENT MAINTENANCE	$92.69
BOMGAARS	EQUIPMENT MAINTENANCE	$448.66
CASH	PETTY CASH	$23.15
CENTRAL IOWA FASTENERS	OPERATING SUPPLIES	$495.78
CHARITON WATER DEPARTMENT	1/2 CELL TOWER RENT	$1,053.70
CITY OF CHARITON	CITY FUELS SALES	$1,284.93
DINGES FIRE COMPANY	SMALL EQUIPMENT-GRANT	$755.73
HARING DRAIN SOLUTIONS, LLC	CAMERA MAINTENANCE	$120.00
HY-VEE INC	CLEANING SUPPLIES	$135.43
INFOMAX OFFICE SYSTEMS	COPY MACHINE LEASE	$436.73
KARL CHEVROLET OF ANKENY	EQUIPMENT MAINTENANCE	$109.68
KIEFER AQUATICS	NEW EQUIPMENT	$2,779.00
LEEANN MILLIZER	MOWING	$580.00
LUCAS CO CLERK OF DISTRICT COURT	CIVIL INFRACTION	$95.00
LUCAS COUNTY	DISPATCHERS SALARY	$8,541.67
MACQUEEN EQUIPMENT INC	EQUIPMENT MAINTENANCE	$1,473.44
NAPA PARTS COMPANY	FUEL FILTER	$13.27
NORRIS, VERLE	LEGAL EXPENSE	$350.00
NORTHLAND PRODUCTS COMPANY	MACHINE SERVICE	$352.95
O'REILLY AUTO PARTS	EQUIPMENT MAINTENANCE	$766.44
POSTMASTER	POSTAGE	$365.00
TRAVIS MECHANICAL & CONTROLS	EQUIPMENT MAINTENANCE	$716.66
WINDSTREAM	UTILITIES	$977.53
ZIEGLER COMPANIES	EQUIPMENT MAINTENANCE	$23.16
MAY 30 PAYROLL	SALARIES	$30,911.40
	TOTAL:	$66,184.75

CEMETERY MAINTENANCE

ALLIANT ENERGY	UTILITIES	$64.53
BOMGAARS	OPERATING SUPPLIES	$139.60
CITY OF CHARITON	CITY FUEL SALES	$503.25
DON'S JONS	RENTAL	$140.00
HUNTER, ALYSE	OPERATING SUPPLIES	$30.15
NEWCOM TECHNOLOGIES INC	LICENSE SERVICE AGREEMENT	$395.00
O'REILLY AUTO PARTS	EQUIPMENT MAINTENANCE	$6.40
PALMER POWER EQUIPMENT	MOWER SUPPLIES	$53.00
MAY 30 PAYROLL	SALARIES	$4,858.10
	TOTAL:	$6,190.03

COMM CENTER OPERATING

HY-VEE INC	CLEANING SUPPLIES		$3.69
WINDSTREAM	UTILITIES		$109.62
MAY 30 PAYROLL	SALARIES		$652.60
		TOTAL:	$765.91

ROAD USE TAX

ALLIANT ENERGY	UTILITIES		$793.86
CITY OF CHARITON	CITY FUEL SALES		$3,282.16
ELLIOTT OIL COMPANY	DIESEL		$51.27
MAY 30 PAYROLL	SALARIES		$13,146.91
		TOTAL:	$17,274.20

EMPLOYEE BENEFITS

HEALTH EQUITY	ANNUAL POP FEE		$200.00
		TOTAL:	$200.00

SEWER

ALLIANT ENERGY	UTILITIES		$7,953.54
BOMGAARS	EQUIPMENT MAINTENANCE		$87.23
CHARITON WATER DEPARTMENT	SEWER BILLING		$1,545.00
CITY OF CHARITON	CITY FUEL SALES		$155.00
ELECTRIC PUMP	EQUIPMENT MAINTENANCE		$6,329.50
GPM ENVIROMENTAL SOLUTIONS	EQUIPMENT MAINTENANCE		$6,111.00
HYGENIC LABORATORY	LAB TESTING		$560.00
USW UTILITY GROUP	WASTEWATER OPERATION		$23,371.98
WINDSTREAM	UTILITIES		$636.17
MAY 30 PAYROLL	SALARIES		$220.72
		TOTAL:	$46,970.14

AIRPORT HANGAR O&M

ALLIANT ENERGY	UTILITIES		$236.40
MCGEE CONCRETE, LLC	RUNWAY REPAIR		$418.50
RATHBUN REGIONAL WATER ASSOCIATION	WATER		$28.50
WINDSTREAM	UTILITIES		$338.29
		TOTAL:	$1,021.69

RECYCLING

CITY OF CHARITON	CITY FUEL SALES		$450.00
		TOTAL:	$450.00

CENTRAL FUEL FACILITY

IMPACT DISTRIBUTING LLC	DIESEL FUEL ADDITIVE		$388.65
		TOTAL:	$388.65
EMPLOYEE BENEFITS			
MAY 30 PAYROLL	TAXES & BENEFITS		$9,033.38
		TOTAL:	$9,033.38
		GRAND TOTAL:	$148,478.75

Council Member introduced the foregoing resolution and moved its adoption. Council Member seconded the motion and upon the roll being called the vote was:

Aye:
Nay:

Thereupon the Mayor declared the resolution duly adopted and numbered 2025 and signed her approval thereto this 2nd day of June, 2025.

_____
Mayor

Attest:

_____
City Clerk

CITY OF CHARITON

115 South Main Street Chariton, Iowa 50049 641-774-5991 Fax 641-774-4111

City Manager Douglas Anderson City Clerk/Treasurer Christy Metzger

To: Mayor and City Council

From: Doug Anderson, City Manager
Hannah McGourty

Date: June 2, 2025

Subject: Pool Repair

Acco, our pool supply and repair company, has shared the following details about the costs and timeline of the repair.

Timing

- Acco is available to start the repair on June 4.
- The new concrete requires 28 days to cure.
- The new paint on the concrete requires 7 days to cure. Painting could be postponed until the pool closes for the season if a decision is reached to open the pool for a shortened season.

Costs

- If only one pipe needs to be replaced, the cost of the repair is $16,000.
- We plan to lower this price by having the street crew cut the 5x5 section of concrete above the pipe. We would also hire a local contractor to replace the concrete. Acco subcontracts both the concrete removal and replacement, so the cost saving comes from hiring the concrete contractor directly.

Additional information needed:

- Out of the $16,000, what is the cost breakdown for concrete removal, pipe replacement, concrete replacement, and painting?
- The cost of replacing all the pipes under the deep end? There is a high likelihood that if one pipe fails, the others will soon follow. This could even occur when Acco pressure tests the new pipe.

Hannah has requested the additional information by Monday afternoon. We will share it with each of you at the council meeting on Monday if we receive it on time.

CITY OF CHARITON

115 South Main Street Chariton, Iowa 50049 641-774-5991 Fax 641-774-4111

City Manager Douglas Anderson City Clerk/Treasurer Christy Metzger

To: Mayor and City Council

From: Doug Anderson, City Manager

Date: June 2, 2025

Subject: Mainstay Contract Renewal

The annual Mainstay Systems contract for information technology support and maintenance is scheduled to renew on July 1, 2025.

The monthly cost has increased from $215 to $226, which represents a 5.12% rate increase.

STANDARD ON-SITE MAINTENANCE CONTRACT

AGREEMENT START DATE: 07/01/2025

This Agreement is made between MAINSTAY SYSTEMS of IOWA LLC. (hereinafter referred to as "MSI"), a corporation organized and existing under the laws of the State of Iowa, with the principal office in Des Moines, Iowa 50310 and the: City of Chariton, Chariton Iowa, 50049 (hereinafter referred to as "Client").

Pursuant to the Terms and Conditions set forth herein, MSI will provide on-site remedial maintenance services to the Client for the Equipment described in Exhibit "A" attached hereto, and the Client agrees to accept such maintenance services subject to the Terms and Conditions stated herein. These Terms and Conditions are complete, and fully represent the scope of their agreement. Client agrees that this Agreement, its exhibit(s), and mutually agreed upon written changes are the complete and exclusive Statement of Agreement between the parties.

MAINSTAY SYSTEMS of IOWA LLC.	Chariton City Hall & Police
"MSI"	"Client"
Cade F. Curtis — Digitally signed by Cade F. Curtis Date: 2025.05.14 09:23:27 -05'00'	
Name: Cade F. Curtis	**Name:**
Title: President	**Title:**
Date: 05/14/2025	**Date:**

1. CONTRACT PERIOD

This Agreement shall become effective on the Start Date and shall continue for a period of one (1) year, unless terminated as provide herein by either party. This agreement and its terms, and conditions may be renewed at the end of the Contract Period for additional one year terms upon mutual agreement of the parties.

2. MAINTENANCE PAYMENTS

Client agrees to pay the monthly maintenance rate of **$226.00** covering all equipment described in Exhibit "A" . MSI shall invoice Client quarterly during the Contract Period for services as stated within. Payment is due in full within thirty (30) days of the invoice date. Late payments are subject to a late fee of 2% per month.

3. MAINTENANCE COVERAGE

MSI agrees to provide on-site maintenance coverage to the Client during the Contract Period. This Agreement shall cover the following two remedial maintenance service levels: Level 1 (24 hours per day, 7 days per week) and Level 2 (9 hours per day, 5 days per week, excluding legal holidays and weekends as recognized by the State of Iowa). The coverage level for each system is as listed in Exhibit "A". Maintenance coverage includes travel, labor, materials and remedial maintenance required to return Client's equipment to good operating condition. MSI agrees to use expeditious methods of restoring Client's equipment to its operating condition, which may include part or whole component replacement. MSI agrees to provide replacement parts for the Contract Period. Maintenance parts will be furnished on an exchange basis, and the exchanged parts will become the property of MSI. All replacement or exchanged parts will be new or refurbished of equal quality, and they become the property of Client. Maintenance parts may or may not be manufactured by the original equipment manufacturer; may be altered by MSI to enhance maintainability; and may be new or reconditioned to perform as new by the original equipment manufacturer. When necessary to remove equipment from Client's site, MSI, if possible, will provide a loaner of similar (not necessarily identical) type until Client's equipment can be repaired and returned. MSI shall provide Client with verbal reports of all maintenance activity. Damage or equipment failure, for reasons listed under non-covered maintenance, will be repaired at MSI's Time and Material rates.

4. RESPONSE TIME

Response time is defined as the time between receipt of Client's telephone request for remedial maintenance and that time the MSI personnel arrives on site. Response time for remedial maintenance shall not exceed four (4) hours including travel time to the site. MSI shall provide a central location and an Iowa telephone number for maintenance calls being reported and dispatched.

5. TERMINATION OF MAINTENANCE

This Agreement may be terminated by either party upon giving written notice to the other party thirty (30) calendar days prior to termination.

6. NON-COVERED MAINTENANCE

MSI shall have no liability for failure to fulfill its obligations under this Agreement or for damages to Client's equipment due to: fire, explosion, labor disputes, water, acts of God; the elements, war, civil disturbances, inability to secure raw materials; transportation facilities, fuel or energy shortages; acts or omissions of communications carriers; failure to follow MSI's installation, operation or maintenance guidelines; repair or modification to equipment by other than MSI's personnel; abuse, misuse or negligent acts, movement of equipment to a new location; power failure or surges; changes to the cosmetic detail of equipment including but not limited to discoloration of shrouds, burn in/etching of LCD's; lightning, fire, flood, pest damage, accident, other events not arising under normal operating conditions or other causes beyond MSI's control whether or not similar to the foregoing.

7. CLIENT RESPONSIBILITY

Client agrees to perform the following duties which are not covered under this agreement: provide an environment that is consistent with equipment manufacturer's specifications in regards to space, temperature and humidity; maintain correct power requirements as specified by the equipment manufacturer; minimize static electric buildup in carpeted areas with the use of properly grounded static mats and/or application of anti static carpet spray as needed; change printer ribbon, toner cartridge, fuser cartridge, batteries, paper and other consumable supplies; maintain a secure copy of all master passwords and encryption keys for all PC's and devices covered under this maintenance contract; notify MSI immediately of any equipment malfunction; notify MSI thirty (30) days prior to moving equipment. Performance of any of these duties by MSI or remedial maintenance caused by Client's failure to perform these duties may result in additional charges which Client agrees to pay.

8. EQUIPMENT INSPECTION

MSI reserves the right to inspect all equipment to ensure that it is in good operating condition. MSI will provide an estimate of the cost to return any equipment to good operational condition. If Client chooses to have these repairs performed by someone other than MSI, then they shall give notification as to when the repairs are complete and the maintenance service on that equipment can commence.

9. LIMITATION OF LIABILITY

MSI shall not be liable for failure to perform services at a location deemed hazardous to health or safety or the failure to perform services due to causes beyond the control of MSI. MSI shall not be held liable for deficiencies in backup systems, including but not limited to: uninterpretable power supplies, power generation systems, cloud based or on premises data backup systems. MSI shall not be liable for injury to Client employees or damage to Client property arising from the use of equipment maintained by MSI, or arising for any reason, unless such injury or damage is due to the fault, negligence, or misconduct of MSI, its officers, employees, or subcontractors notwithstanding any other provision in this Agreement to the contrary, in no event shall either party be liable for any indirect, incidental or consequential damages (including but not limited to loss of profit and/or revenue) resulting from or arising out of its performance or failure to perform under this Agreement except for those damages arising out of intentional misconduct or gross negligence.

10. GENERAL

This Agreement shall be construed in accordance with and governed by the local laws of the State of Iowa. MSI may subcontract any or all of the work to be performed under this Agreement, with the written approval of the Client. MSI shall retain responsibility for the subcontracted work. Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. If any portion of this Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect. The parties further agree that in the event such invalid or unenforceable portion is an essential part of this Agreement, they will immediately begin negotiations for a replacement Agreement.

11. CJIS

MSI shall furnish Client with signed FBI/CJIS security addendum's for each of it's employees annually and/or on demand of Client.

EXHIBIT A

Level 1:

Level 2:

City Hall PC x 4

Police PC x 5

City Hall Laptop x 3

Police QNAP

City Hall Watchguard Firewall

City Hall Watchguard Wi-Fi

CITY OF CHARITON

115 South Main Street Chariton, Iowa 50049 641-774-5991 Fax 641-774-4111

City Manager Douglas Anderson City Clerk/Treasurer Christy Metzger

To: Mayor and City Council

From: Doug Anderson, City Manager

Date: June 2, 2025

Subject: 800 and 808 Osage Shared Sewer Line

The sewer lines for 800 and 808 Osage Avenue connect and flow into the sewer main. According to the Chariton city code 13.08.08, each residence must have its own connection to the sewer main unless written permission is obtained from the owner of the line and council approval is granted.

These lines were originally constructed before the Chariton city code was adopted; therefore, the connected lines are grandfathered in. However, this grandfathering expires when repairs are needed. 808 Osage Avenue initiated necessary sewer line repairs, which revealed the connected lines.

According to the city code, the city council may approve the continued use of shared sewer lines if the line's owner consents. In this case, determining the original owner of the line is not possible, so both parties have allowed each other to use the shared sewer line.

Due to the considerable distance and high cost involved in requiring both homeowners to have dedicated sewer lines to the main, I recommend that the council approve the shared sewer line.

May 29, 2025

Chariton City Council
115 Main Street
Chariton, Iowa 50049

RE: Shared Sewer Line

Recognizing that there is no practical way to determine the origin of the shared sewer line. Both parties agree to permit the other to continue using a shared sewer line.

I, Patricia J. Vajda, the owner of 800 Osage Avenue, Chariton, Iowa 50049, permit Jessica Boldyrev, the owner of 808 Osage Avenue, Chariton, Iowa, 50049, to share a sewer connection.

I, Jessica Boldyrev, the owner of 808 Osage Avenue, Chariton, Iowa 50049, permit Patricia J. Vajda, the owner of 808 Osage Avenue, Chariton, Iowa, 50049, to share a sewer connection.

Patricia J. Vajda

5-29-2025
Date

Jessica Boldyrev

Jessica Boldyrev

5/29/25
Date

Lucas County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

Parcel Number:	0720308009
Deed Holder:	BOLDYREV, JESSICA
Contract Buyer:	
Property Address:	808 OSAGE AVE CHARITON, IA 50049-0000 MAP THIS ADDRESS
Mailing Address:	BOLDYREV, JESSICA 808 OSAGE AVENUE CHARITON, IA 50049-0000 USA
Class:	RESIDENTIAL
Map Area:	CHARITON A
Tax District:	CHARITON CORPORATION
Plat Map:	07-20E
Sec-Twp-Rng:	--
Lot-Block:	2-
Legal Description:	20-72-21 BROWNS SUB DIV LOT 2 NW SW (NOT TO BE USED ON LEGAL DOCUMENTS)
Online Signature:	HOMESTEAD TAX CREDIT (54-028) SUBMISSION MILITARY SERVICE TAX EXEMPTION APPLICATION (54-146) SUBMISSION
Property Report:	PROPERTY REPORT (PDF FILE)
Tax Information:	TAX INFORMATION

Pin 0720308009 Photo

1 / 1

CURRENT VALUE AS OF JANUARY 1, 2025 - TAXES PAYABLE SEPTEMBER 2026 AND MARCH 2027

Land Value	Dwelling Value	Improvement Value	Total Value
$13,080	$42,414	$0	$55,494

Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2024	$13,080	$32,969	$0	$46,049
2023	$13,080	$32,969	$0	$46,049
2022	$9,280	$5,380	$0	$14,660

Land Front Foot Information

Lot	Front	Rear	Side 1	Side 2	Eff Frontage
Main Lot	60.00	60.00	150.00	150.00	65.40

Residential Building Information

Occupancy	Style	Year Built	Total Living Area
Single-Family / Owner Occupied	1 Story Frame	1900	928

Sale Information

Lucas County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc.

Parcel Number:	0720308010
Deed Holder:	VAJDA, PATRICIA J
Property Address:	800 OSAGE AVE . CHARITON, IA 50049-0000 MAP THIS ADDRESS
Mailing Address:	VAJDA, PATRICIA J 800 OSAGE AVE CHARITON, IA 50049-0000 USA
Class:	RESIDENTIAL
Map Area:	CHARITON A
Tax District:	CHARITON CORPORATION
Plat Map:	07-20E
Sec-Twp-Rng:	20-72-21
Lot-Block:	-
Legal Description:	20-72-21 W32'LOT 1 BROWN SUB DIV LOT 2 IN NW SW (NOT TO BE USED ON LEGAL DOCUMENTS)
Online Signature:	HOMESTEAD TAX CREDIT (54-028) SUBMISSION MILITARY SERVICE TAX EXEMPTION APPLICATION (54-146) SUBMISSION
Property Report:	PROPERTY REPORT (PDF FILE)
Tax Information:	TAX INFORMATION

Pin 0720308010 Photo

1 / 1

CURRENT VALUE AS OF JANUARY 1, 2025 - TAXES PAYABLE SEPTEMBER 2026 AND MARCH 2027

Land Value	Dwelling Value	Improvement Value	Total Value
$6,976	$71,126	$0	$78,102

Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2024	$6,976	$57,174	$0	$64,150
2023	$6,976	$57,174	$0	$64,150
2022	$5,960	$21,780	$0	$27,740

Land Front Foot Information

Lot	Front	Rear	Side 1	Side 2	Eff Frontage
Main Lot	32.00	32.00	150.00	150.00	34.88

Residential Building Information

Occupancy	Style	Year Built	Total Living Area
Single-Family / Owner Occupied	1 1/2 Story Frame	1900	1,504

Sale Information

OSAGE AVE
15"
8"
320.1
528
800
808
N 8TH ST
12"


2025/05/27
15:46


2025/05/27
15:46


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treatment works. The waterworks department shall forward to the city amounts received for bills and late penalties within fifteen days from the date of receipt.

(Ord. 826 § 3, 2005)

Chapter 13.08 SEWER REGULATIONS[2]

13.08.010 Definitions.

Unless the context specifically indicates otherwise, the meaning of terms in this chapter shall be as follows:

(1) "BOD" (Denoting Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at twenty degrees centigrade, expressed in parts per million by weight;

(2) "Building drain" means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall;

(3) "Building sewer" means the extension from the building drain to the public sewer or other place of disposal;

(4) "City" means the city of Chariton, Iowa;

(5) "City manager" means the city manager of Chariton, or authorized representatives of this office as appointed or directed by the city manager or the city council;

(6) "Combined sewer" means a sewer receiving both sewage and surface runoff intentionally admitted;

(7) "Garbage" means solid wastes from the preparation, cooking and dispensing of food;

(8) "Industrial wastes" means the liquid wastes from industrial processes as distinct from sanitary sewage;

(9) "Lateral sanitary sewer" means that portion of a sanitary sewer into which drain building sewers only;

(10) "Main sanitary sewer" means any sewer accommodating lateral and building sewers which carry sewage, and to which storm, surface, and ground waters are not intentionally admitted;

(11) "Natural outlet" means any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water;

(12) "Person" means any individual, firm, company, association, society, corporation, or group;

(13) "pH" means the logarithm of the reciprocal of hydrogen ions in grams per liter of solution;

(14) "Plumbing inspector" means the plumbing inspector of the city, as appointed by the city manager;

(15) "Properly shredded garbage" means the wastes from the preparation, cooking and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension;

(16) "Public sewer" means a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority, and shall include subsections (6), (17) and (22);

[2] Prior ordinance history: Ords. 526, 510.

(17) "Sanitary sewer" means a sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted;

(18) "Sewage" means a combination of water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present;

(19) "Sewage treatment plant" means any arrangement of devices and structures used for treating sewage;

(20) "Sewage works" means all facilities for collections, pumping, treating, and disposing of sewage;

(21) "Sewer" means a pipe or conduit for carrying sewage;

(22) "Shall" is mandatory; "may" is permissive;

(23) "Slug" means any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen minutes more than five times the average twenty-four hour concentration or flows during normal operation;

(24) "Storm sewer" or "storm drain" means a sewer which carries storm and surface waters and drainage, but excludes any polluted wastes;

(25) "Suspended solids" means solids that either float on the surface of, or are in suspension in water, sewage, or other liquids; and which are removable by laboratory filtering;

(26) "Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently;

(27) "Y branch" means a short extension from a main or lateral sanitary sewer for the purpose of attaching a building sewer.

(Ord. 574 § 1 (part), 1986)

13.08.020 Sewer district.

For the purpose of the construction and reconstruction of main sewers, lateral sewers, sewer outlets and disposal or purifying plants, the city shall be divided into the following sewer districts:

(a) The original Chariton sewer district, which shall consist of the entire city except the area included in the Albia Road sewer district;

(b) The Albia Road sewer district, which shall consist of the South 400 feet of the Southeast Quarter of the Northeast Quarter of Section 29, Township 72 North, Range 21 West of the 5th P.M. and the North 400 feet of the Northeast Quarter of the Southeast Quarter of Section 29, Township 72 North, Range 21 West of the 5th P.M., all in Lucas County, Iowa.

(Ord. 752 § 2 (part), 1999: Ord. 574 § 1 (part), 1986)

13.08.030 Plans and specifications.

All main sewers, lateral sewers, sewer outlets or building sewers to be hereafter constructed or reconstructed shall be built according to Specification for Standard Sewer Construction on file and approved by the Iowa Department of Natural Resources or where applicable to the IAPMO Uniform Plumbing Code as adopted by Chapter 15.12. No deviation from the plans shall be made or allowed that will reduce the efficiency or capacity of the system, and no change whatever shall be made without a recommendation of the city manager, sanctioned by a three-fourths vote of the city council. Before any work is ordered constructed, the plans, details, and specifications and an estimate of the costs thereof shall be filed with the city clerk.

(Ord. 574 § 1 (part), 1986)

13.08.040 Procedure in construction of sewers.

Whenever the council deems it advisable or necessary, upon its own motion or upon the petition of property owners, to construct or reconstruct any sewer, sewer outlet, sewage disposal or purifying plants, it is authorized, empowered and directed to proceed, and it shall proceed with such work and the payment therefor as provided, authorized, and directed by the laws of the state of Iowa.

(Ord. 574 § 1 (part), 1986)

13.08.050 Plat of sewers.

A profile of all sewers in the city shall be kept in the city clerk's office, upon which shall be designated all intersection branches and connections therewith, and all Y's and T's in such a manner that the same be ascertained at all times in the future.

(Ord. 574 § 1 (part), 1986)

13.08.060 Use of public sewers required.

(a) It is unlawful for any person to place, deposit, or permit to be deposited in an unsanitary manner upon public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.

(b) It is unlawful to discharge into any storm sewer, or into any natural outlet or watercourse within the city, or in any area under the jurisdiction of the city, any sanitary sewage, industrial wastes or other polluted waters except where established treatment has been provided in accordance with the subsequent provisions of this chapter.

(c) Except as hereinafter provided, it is unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.

(d) The owners of all houses, buildings or property used for human occupancy, employment, recreation or other purpose situated within the city, and which are within four hundred feet of where there is now located, or may in the future be located a public sanitary sewer of the city are required, at their expense, to install suitable toilet facilities therein, and to connect such facilities directly with the sanitary sewer within ninety days after date of official notice to do so.

(Ord. 574 § 1 (part), 1986)

13.08.070 Private sewers and sewage disposal.

(a) Any person desiring to lay a private sewer in the streets and alleys to connect with a main or lateral sanitary sewer must first obtain the consent of the city manager. The city manager shall determine the size of the sewer, but in no case shall the size of the sewer be less than eight inches in the clear diameter, and same shall be laid under the directions of the city manager.

(b) Where a public sanitary sewer is not available under the provisions of Section 13.08.060(d), the building sewer shall be connected to a private sewage disposal system complying with the provisions of this chapter.

(c) Before commencement of the construction of a private sewage disposal system the owner shall first obtain written approval of the city manager. The applicant shall supply plans, specifications and other information as deemed necessary by the city manager.

(d) Final approval of a sewage disposal system shall not become effective until the installation is completed to the satisfaction of the city manager. He shall be allowed to inspect the work in any stage of construction, and in any event, the owner shall notify the city manager when the work is ready for final inspection and before any underground portions are covered. The inspection shall be made within forty-eight hours of the receipt of notice by the city manager.

(e) Final approval shall not be given by the city manager unless and until the owner has secured any and all required permits from the Iowa Department of Health and the Iowa Department of Natural Resources.

(f) The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of the Iowa Department of Health and Iowa Department of Natural Resources.

(g) At such time as a public sewer becomes available to a property served by a private sewage disposal system as provided in Section 13.08.060(d), a direct connection shall be made to the public sewer in compliance with this chapter, and any septic tanks, cesspools, privies or privy vaults, and similar private sewage disposal facilities shall be abandoned and filled with a suitable material.

(h) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times at no expense to the city.

(i) No statement contained in this chapter shall be construed to interfere with any additional requirements that may be imposed by the Iowa Department of Health or the Iowa Department of Natural Resources.

(Ord. 574 § 1 (part), 1986)

13.08.080 Building sewer and connections.

(a) No unauthorized person shall uncover, make any connection with, or opening into, use, alter, or disturb any public main sewer, Y branch, lateral sanitary sewer, combined sewer or appurtenance thereof, without first obtaining a written permit from the city clerk.

(b) The charge for making any connection with the city sewer or sewers is one hundred dollars per connection. In addition to the foregoing connection charge, the fee for the initial connection to the city sewer of any house, building, or property used for human occupancy, employment, recreation or other purpose situated within the Albia Road sewer district shall be eight thousand dollars. The connection fee is due and payable when a utility connection application is filed with the city; provided, that the fee may be paid in no more than ten annual installments including interest on the unpaid balance at the rate of seven percent per year accruing from the date of connection, with the first installment delinquent if not paid at the time of connection and the following nine installments delinquent if not paid on or before July 1st of each subsequent year; and provided further, that failure to pay any installment before it becomes delinquent shall result in the immediate acceleration of the unpaid balance without further notice. All connection fees shall be paid to the city treasurer, and the moneys collected as fees shall be used only for the purposes of operating the city sewers or to pay debt service on obligations issued to finance improvements or extensions to the city sewers.

(c) No person or persons, company or corporation, shall be allowed to connect, either directly or indirectly, through some other person's sewer without written approval from the other party involved and permission of the council.

(d) Any person desiring to make connection with any of the public sewers shall first file with the city an application therefor setting out the location and description of the property wherein the sewer or drain is to be located and for what purpose the sewer or drain is to be used. Upon approval of the application the city clerk shall issue a permit to tap the sewer as contemplated in the application.

(e) It is unlawful to make, or cause to be made any excavation in the streets, alleys or public grounds for the purpose of connecting with any public sewer without first obtaining a permit for the same.

(f) The city clerk shall keep a permanent record of all applications received and permits granted, and such other pertinent information in relation thereto as shall, in their judgment, be of value.

(g) All cost and expenses incident to the installation and connection of any building sewer and building drain shall be borne by the owner.

(h) The applicant for a connection permit shall notify the city manager when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the city manager, or his authorized representative, and shall be at the location as designed by the manager or his representative.

(i) The city manager shall have full power to revoke and cancel any permit as herein provided when in his opinion the parties to whom the permit is granted shall have violated any of the requirements of this chapter or shall have failed to conform to the orders, rules and regulations of the Iowa Department of Health, the Iowa Department of Natural Resources or any of the ordinances of the city.

(j) All excavation for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored to at least their condition before the commencement of the construction work.

(k) It is unlawful to tap any public sewer at any other place than at the regular junction built into the sewer for that purpose. The location of the tap shall be designated by the manager or his authorized representative and no other location shall be used without first obtaining permission from the manager or his authorized representative.

(l) All building sewers hereafter constructed within the city shall be a minimum of four inches in diameter and shall be constructed of material as approved by the IAPMO Uniform Plumbing Code and the Chariton Municipal Code.

(Ord. 752 § 2 (part), 1999; Ord. 708 § 2, 1996; Ord. 574 § 1 (part), 1986)

13.08.090 Use of public sewers.

(a) No person shall make connection of roof downspouts, interior and exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

(b) Stormwater and all other unpolluted drainage waters shall be discharged to such sewers as are specifically designated storm sewers, or to an outlet approved by the city manager.

(c) When required by the city manager, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans

approved by the city manager. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times.

(d) Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

(1) Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit;

(2) Any water or waste which may contain more than one hundred parts per million, by weight, of fat, oil or grease;

(3) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;

(4) Any garbage, that has not been properly shredded;

(5) Any ashes, cinders, sand, mud, straw, shavings, metals, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works;

(6) Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works;

(7) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, to create any hazard in the receiving waters of the sewage treatment plant;

(8) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;

(9) Any noxious or malodorous gas or substance capable of creating a public nuisance;

(10) Material which expert or cause excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);

(11) Any waters or wastes containing substances which are not amenable to treatment or reduction by sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(e) Grease, oil, and sand interceptors shall be provided when they are necessary for the proper handling of liquid wastes containing grease or any flammable wastes, sand, and other harmful ingredients; except that such interceptors shall not be required for private living quarters of dwelling units. All interceptors shall be of a type and capacity such that they will effectively block all objectionable material from entering the sewer, and shall be located so as to be readily and easily accessible for cleaning and inspection. Such interceptors shall be installed in all garages or other establishments in which automobiles are cleaned or repaired or where oil, gasoline, or grease are kept or handled in such a way that they can flow into the sewer.

Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight, and equipped with easily removable covers which when bolted in place shall be gastight and watertight.

(f) Where installed, all grease, oil and sand interceptors shall be maintained by the owner, at his expense in continuously efficient operation at all times.

(g) Any connection with any sewer wherein such interceptor is not placed by any garage or other establishment in which garage or establishment automobiles are cleaned or repaired or where oils, gasoline or grease are

kept or handled in such a way that they can flow into the sewer is a nuisance and it shall be the duty of the manager of the city to abate the nuisance by causing the same to be disconnected.

(h) The admission into the public sewers of any waters or wastes:

(1) Having a five-day biochemical oxygen demand greater than three hundred parts per million, or

(2) Containing more than three hundred fifty parts per million by weight of suspended solids, or

(3) Containing any quantity of substances having the characteristics described in subsection (d) of this section, or

(4) Having an average flow greater than two percent of the average daily sewage flow of the city, shall be subject to the review and approval of the city manager and city council.

(i) Where necessary in the opinion of the city manager, the wastes may have a deleterious effect upon the sewage works the city manager may reject the wastes or the owner shall provide, at his expense such preliminary treatment as may be necessary to:

(1) Reduce the biochemical oxygen demand to three hundred parts per million,

(2) Reduce the suspended solids to three hundred fifty parts per million by weight, or

(3) Reduce objectionable characteristics or constituents to within the maximum limits provided for in subsection (d) of this section, or

(4) Control the quantities and rates of discharge of such waters and wastes.

(j) The owner shall provide a method to stop any flow from the preliminary treatment facility when it is found that the required preliminary treatment has not met these standards. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the city manager and of the Department of Natural Resources of the state, and no construction of such facilities shall be commenced until the approvals are obtained in writing.

(k) Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation, by the owner at his expense.

(l) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in subsections (d) and (h) of this section shall be determined in accordance with "Standard Methods for the Examination of Water and Sewage," and shall be determined at the control manhole provided for in subsection (c) of this section or upon suitable samples taken at the control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected.

(m) No statement contained in the chapter shall be construed as preventing any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the city for treatment, subject to payment therefor by the industrial concern.

(Ord. 574 § 1 (part), 1986)

13.08.100 Protection from damage.

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the municipal sewer works.

(Ord. 574 § 1 (part), 1986)

13.08.110 Public sewer outside the corporate limits.

The following provisions shall apply to public sewer outside the corporate limits of the City of Chariton, Iowa.

(1) As provided in this chapter, the city is responsible for the management, maintenance, repair and replacement of public sewer (as defined in Section 13.08.010(16)) outside the corporate limits. The city shall maintain a map of public sewer located outside the corporate limits of the city.

(2) No new public sewer shall be constructed outside the corporate limits of the city, except as necessary to provide connection to the sewage treatment plant (as defined in Section 13.08.010(19)).

(3) No new connection to the public sewer shall be permitted more than two miles from the corporate limits.

(4) No new connection to the public sewer shall be permitted from a building drain as defined in Section 13.08.010(2) (more than three hundred feet from the public sewer).

(5) No connection to the public sewer may be made from a building drain on real estate contiguous to the corporate limits unless the real estate is voluntarily annexed into the city prior to the time of connection.

(6) The connection fee for any new connection to the public sewer outside the corporate limits shall be ten thousand dollars per connection. The connection fee shall be due and payable as provided in Section 13.08.080.

(7) Any person making a connection to the public sewer outside the corporate limits shall be responsible for all construction expenses for the connection, and shall be responsible for all future maintenance and repair of the private sewer system to the point of connection with the public sewer.

(Ord. No. 897, § 3, 10-21-2013)

Chapter 13.12 UTILITIES CONNECTIONS

13.12.010 When made.

If permanent improvements are to be made to a street and the city council deems it advisable to have connections for sewer, water, gas, electricity or other underground utilities made before such permanent improvement is constructed, it may require the owners of property on such street to make necessary utility connections to service the adjoining property from the utility line to the curbline adjacent to the property, by following the procedure set out in this chapter.

(Ord. 210 § 1, 1960)

13.12.020 Resolution for required connection.

The city council shall by resolution require the property owners to have connections for utilities made before the permanent street improvement is constructed in accordance with plans and specifications filed in the office of the city clerk and under the supervision of the city manager or his representative.

(Ord. 210 § 2, 1960)