



Agenda

City Council Meeting
20 Second Avenue SW, Oelwein
6:00 PM

February 26, 2024
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Matt Weber

Council Members: Karen Seeders, Anthony Ricchio, Lynda Payne, Dave Garrigus, Dave Lenz

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

- [1.](#) Public Comment Policy

Consent Agenda

- [2.](#) Consideration of a motion approving the February 12, 2024 minutes.
- [3.](#) Claims resolution in the amount of \$612,985.98.
- [4.](#) Consideration of a motion approving the amendment to the Class 'B' Alcohol License for Kwik Star #665.
- [5.](#) Consideration of a motion approving the amendment to the Class 'E' Alcohol License for Kwik Star #1156.

Ordinances

- [6.](#) Consideration of an ordinance amending Chapter 19: Animals and Fowl, Section 3: Bothersome Animals and Adding Section 12: Chickens on Residential Property - First Reading.

Resolutions

- [7.](#) Consideration of a resolution approving an agreement for bond services with Dorsey & Whitney, LLP in the amount of \$13,500 for the FY2025 10th Street Bridge Bond.
- [8.](#) Consideration of a resolution setting the date for public hearing on proposal to enter into a General Obligation Bridge Improvement Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$1,500,000.00 on March 11, 2024 at 6PM in the Oelwein Council Chambers.
- [9.](#) Consideration of a resolution approving Pay Application No. 2 in the amount of \$116,890.28 for Oelwein Reed Bed Expansion and EQ Liner.

[10.](#) Consideration of a resolution approving an Iowa Transportation Alternatives Set-Aside Program Application.

[11.](#) Consideration of a resolution approving a contract with CSG Forte for CivicRec payment processing software.

Motions

[12.](#) Consideration of a motion to provide Fayette County with the City of Oelwein's Proposed Tax Levy.

[13.](#) Consideration of a motion to direct staff to prepare a development agreement with Matt Construction in the amount of \$100,000 for rehabilitation of 1 South Frederick.

[14.](#) Consideration of a motion to allow the Pony Express Riders of Iowa to collect funds for Camp Sunnyside at the intersection of Frederick and Charles on March 29, 2024 from 7:30AM to 12:00PM.

Council Updates

Mayor's Report

City Administrator's Report

[A.](#) City Administrator.

Adjournment

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 319-283-5440



Public Comment Policy
 Oelwein Guidelines for Public Participation during City Council Meetings
 Adopted by Council Resolution 5495-2023

1. Regular City Council Meetings “Public Comments” on non-agenda items.
 - a. The first opportunity for public comment is listed on the agenda as “Public Comments”. This time is set aside for the public to address the City Council on issues not scheduled on the agenda. It is not to be confused with a public hearing, which is a formal proceeding conducted for the purpose of discussing a specific topic, such as the city budget.
 - b. Anyone wishing to address the City Council must adhere to the following “Rules of Procedure and Decorum”:
 - i. Be recognized by the Mayor or Mayor Pro Tem.
 - ii. State their name and address.
 - iii. Speak from the podium in a civil, non-argumentative and respectful manner.
 - iv. Whenever a group wishes to address the City Council on the same subject, the Mayor may request that a spokesperson be chosen by the group to avoid significant repetitive comments. Follow up comments by others that are similarly minded, should be limited to acknowledging their agreement with the comments made by the spokesperson or any other prior speaker, and not merely repeating previously made comments.
 - v. Each person wishing to speak during the public comment period shall be given three (3) minutes to share their comments.
 - vi. Speakers will be required to speak into the microphone, speak clearly and succinctly, to ensure all in attendance, in person or virtually, can clearly hear and understand what is being said.
 - vii. All remarks shall be directed to the Mayor and City Council as a body rather than to the Mayor, any particular Councilmember, or any member of the staff or audience.
 - viii. If the speaker intends to share any documents the City Council during their comments, a copy must also be provided to the City Clerk. If the speaker is reading a “statement” to the Council, it is requested that a copy of the “statement” be provided to the City Clerk so as to have a clear and accurate record of what was said.
 - ix. Speakers shall refrain from the use of profanity; language likely to incite violence or outbursts from the audience; language that is disruptive to the orderly process of the meeting; engaging in conversations with individual council members; making comments of a personal nature regarding others; shouting, yelling or screaming.
 - x. Speakers shall not continue to address the City Council once they have left the podium and will at no point address or engage in conversation with the Mayor, Council, or staff from their seat.
 - c. Other matters relevant to the Public Comment section reference topics not on the Agenda.
 - i. Should the Mayor or Council request clarifications from the speaker the Mayor, in the Mayor’s sole discretion, may provide additional time to the speaker.



- ii. The Mayor or Mayor Pro Tem, in the sole discretion of the Mayor or Mayor Pro Tem in the absence of the Mayor, may provide additional time or reduce time allowed any speaker and/or make other allowances or judgements deemed appropriate under the circumstances, in the Mayor's capacity as the presiding official.
- iii. In many cases, the speaker will be directed to meet with staff outside of the meeting to further discuss, obtain answers to questions, to resolve the issue, and/or to discuss next steps.
- iv. Other than asking a question to clarify a statement made by the speaker, Council members shall refrain from entering into a dialogue with the speaker. This portion of the agenda is not intended for a discussion or debate between the City Council and the speaker and should not be used for that purpose. Iowa Code requires public notice of all items to be considered/debated to be posted at least twenty-four (24) hours in advance of the meeting. Therefore, Council discussion or debate on a topic brought up in the public comment section would be a violation of Iowa Code.
- v. The Mayor is responsible for maintaining order and decorum and will not allow the speaker, or any other person in attendance, to make personal attacks or inflammatory comments and will, when appropriate, direct any person violating any of the rules set forth herein to be quiet, to sit down and/or return to their seat as appropriate. Failure to comply with directives of the Mayor may result in the person being asked to leave the meeting or removed from the meeting. The Mayor may call for a break or recess to allow the speaker to leave or be removed from the meeting.

2. City Council Meetings "Public Comments" on Agenda Items during the meeting

- a. The City Council meeting is designed for the City Council to discuss and make decisions on the various issues on the agenda. The procedure for introduction, consideration, and action on agenda items is as follows:
 - i. Each agenda item is introduced by the Mayor
 - ii. The Mayor asks for a staff presentation or clarification of any relevant staff report.
 - iii. If dealing with an issue tied to an applicant, the Mayor may ask for comments from the applicant.
 - iv. The Mayor will then request whether any person in attendance wished to comment on the agenda item.
 - v. After the cessation of Council debate and any other comments as appropriate, the Mayor will call for a motion and second.
 - vi. Once a motion has been made and seconded, no additional comments will be received from the public, only City Council debate, with staff input as appropriate, will occur from this point forward.
- b. The rules for addressing the City Council at the designated time during this portion of the meeting are:
 - i. The speaker must be recognized by the Mayor.
 - ii. The speaker must speak from the podium and must provide their name and address for the record.



- iii. At no time will members of the public be allowed to enter into the City Council discussion from their seat. Upon recognition by the Mayor, a person may only be allowed to speak at the podium during the City Council discussion so long as the Mayor finds the comments to be germane, necessary and/or helpful to the City Council.
 - iv. No speaker will be allowed to speak more than once on any agenda item unless clarification is requested by the City Council and permission granted by the Mayor.
 - v. When an agenda includes a “Public Hearing”, any comments from the Public will only be received during the Public Hearing, not after the Public Hearing during consideration of any action item tied to the Public Hearing discussion.
 - vi. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items.
3. Public Hearings
- a. When an item under consideration requires a public hearing by statute, the Mayor will open and facilitate the public hearing. Public comments will be received in the same manner, and subject to, all provisions described and set forth under Paragraph 2 of this Policy.
 - b. Reasonable limitations on the number of speakers and time allowed to speak may be imposed by the Mayor in order to keep the meeting moving.
 - c. Public hearings are held to gather data and opinions from the public to assist and facilitate the decision-making process.
 - d. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items..
4. Public Comments at Council Workshops / Work Sessions.
- a. The committee chair runs the work session. The purpose of work sessions is to allow staff to present material and for the Council to have time to discuss and consider issues in greater detail before taking action.
 - b. Public Comments:
 - i. Because the Workshop/Work Session is designed for discussion among the members of the City Council and staff, public comment is not warranted. A member of the audience may only speak should the chair recognizes a member of the public or interested party or if a Council member requests that a member of the public be recognized. If so recognized, the same rules of decorum as listed for Council meetings apply, and the chair may impose any and all other restrictions deemed appropriate in the sole discretion of the chair.
 - c. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items.
5. Rules of Decorum for the Audience during Council Meetings and Work Sessions
- a. Meeting attendees (the audience):



- i. Will refrain from commenting, clapping, shouting, booing, or other inappropriate and/or disruptive behavior.
 - ii. Will refrain from private conversations during meetings.
 - iii. Should not address Council members in individual conversation or make comments to individual Council members.
6. Contacting City Council Members outside of Meetings
 - a. You may contact your City Council member at any time. Their contact information is on the City's website (<https://www.cityfoelwein.org>) at the button marked Government then City Council. Phone numbers may be provided City Hall should permission be given by the elected official.



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
February 12, 2024 - 6:00 PM

Pledge of Allegiance

Call to Order

Mayor DeVore called the meeting to order at 6:00 PM.

Roll Call

Present: Seeders, Payne, Weber, Lenz, Garrigus, Ricchio

Also Present: Mayor DeVore, City Administrator Mulfinger, Administrative Assistant Kaylonna McKee

Absent: NA

Additions or Deletions

A motion was made by Weber, seconded by Lenz to adopt the agenda as presented.

All aye. Motion carried.

Citizens Public Comments - See Guidelines for Public Comments Below

1. Public Comment Policy.

Rod Eckhoff, Kluesner Sanitation, asked if Council had heard any complaints about the services they were offering. He also requested the downtown trash cans be serviced.

Warren Fisk, 102 6th Avenue SW, spoke about a neighboring rental home which he had reservations on the condition of the home.

Katheryn Nolan, 120 South Frederick Avenue, stated she would not sign the deed in lieu of foreclosure as she felt her concerns hadn't been addressed.

2. Recognition of years of service awards for the fire and police departments.

Public Safety Chief Jeremy Logan recognized the following for years of service:

<u>Police Department</u>		<u>Fire Department</u>	
Julie Phillips	15 years	Tim Meaney	25 years
Brandon DeJong	20 years	Jay Melchert	25 years

Consent Agenda

3. Consideration of a motion approving the January 22, 2024 minutes.
4. Consideration of a motion approving the Class 'B' Alcohol License for Dollar General #2328.
5. Consideration of a motion approving the Class 'C' Alcohol License for Oelwein Columbus Club, Inc.
6. Consideration of a motion approving the Special Class 'C' Alcohol License for Oelwein Chamber of Commerce and Area Development.
7. Consideration of a motion approving the Class 'C' Alcohol License for Clete and Connie's.

A motion was made by Garrigus, seconded by Lenz to approve the consent agenda.

All aye. Motion carried.

Ordinances

8. Consideration of an ordinance amending Chapter 25: Section 25-34; Appendix A – Zoning Ordinance; Sections 104, 202.2, 203.2, 204.2, 205.2, 202.3, and 203.3; Housing Maintenance and Occupancy Code. - Third and Final Reading.

A motion was made by Weber, seconded by Garrigus to adopt Ordinance No. 1210.

Ayes: Seeders, Payne, Weber, Lenz, Garrigus, Ricchio

Nays: NA

Motion carried.

Resolutions

9. Consideration of a resolution approving a revenue purpose statement for Traffic Camera Enforcement Revenue.

A motion was made by Weber, seconded by Seeders to approve a resolution approving a revenue purpose statement for Traffic Camera Enforcement Revenue.

Ayes: Seeders, Weber

Nays: Payne, Lenz, Garrigus, Ricchio

Resolution failed.

Payne questioned if all the parking lots for the event center were completed. Mayor DeVore requested direction from the city council on what changes needed to be made to pass the resolution, no response was provided by the no votes.

10. Consideration of a resolution to rebuild a Raw Wastewater Pump for the Wastewater Treatment Facility in the amount of \$16,262.42 from Iowa Pump Works.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5513-2024.

Ayes: Seeders, Payne, Weber, Lenz, Garrigus, Ricchio

Nays: NA

Motion carried.

11. Consideration of a resolution to approve the purchase of a new pool water boiler for the Oelwein Family Aquatic center from WBC Mechanical, Inc. in the amount of \$59,637.00.

A motion was made by Seeders, seconded by Garrigus to adopt Resolution No. 5514-2024.

Ayes: Seeders, Payne, Weber, Lenz, Garrigus, Ricchio

Nays: NA

Motion carried.

12. Consideration of a resolution approving the 2024 Housing Tax Abatement Applications.

A motion was made by Weber, seconded by Lenz to adopt Resolution No. 5515-2024.

Ayes: Seeders, Payne, Weber, Lenz, Garrigus, Ricchio

Nays: NA

Motion carried.

13. Consideration of a resolution authorizing the temporary closure of public ways or grounds for Oelwein Odd Rods.

A motion was made by Seeders, seconded by Weber to adopt Resolution No. 5516-2024.

Ayes: Seeders, Payne, Weber, Lenz, Garrigus, Ricchio

Nays: NA

Motion carried.

Committee Reports

14. Report from Payne on the Library Board minutes.

For full minutes, please visit: <https://www.oelwein.lib.ia.us/about/library-board-minutes-1>

15. Report from Ricchio on the Airport Board minutes.

For full minutes, please visit: <https://www.cityofeelwein.org/bc-ab/page/airport-board-30>

Mayor's Report

A. Consideration of a motion to appoint William Walenceus to the Airport Board.

A motion was made by Garrigus, seconded by Weber to appoint William Walenceus to the Airport Board. All aye. Motion carried.

B. Consideration of a motion to reappoint Jeff Milks and Kyle Scheel to the Tree Board.

A motion was made by Garrigus, seconded by Weber reappoint Jeff Milks and Kyle Scheel to the Tree Board. All aye. Motion carried.

City Administrator's Report

City Administrator Mulfinger discussed the library bill that is circulating in both the Iowa House of Representatives and Iowa Senate. Mulfinger reminded Council if they wanted to take an official stance they would need to vote.

Adjournment

2. Additional Information.

A motion was made by Seeders, seconded by Weber adjourn the meeting at 6:25PM.

All aye. Motion carried.

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held February 12, 2024 and copy of said proceedings was furnished to the Register February 14, 2024.

Dylan Mulfinger, City Administrator

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-1100-61810 UNIFORM					
CARDMEMBER SERVICES	114-8798721-5	hi-vis vest	01/12/2024	19.98	19.98
GALLS LLC	26943853	Uniform bars	01/30/2024	458.49	.00
UNIFORM DEN INC	114690-1	Flashlight holder	01/19/2024	75.11	.00
Total 001-1100-61810 UNIFORM:				553.58	19.98
001-1100-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	2682774	newspaper subscription renewal	01/29/2024	124.00	124.00
CARDMEMBER SERVICES	47361	FBINAA Dues 2024	01/18/2024	125.00	125.00
IOWA PEACE OFFICERS ASSO	02122024121	IPOA Continued Ed	02/12/2024	125.00	125.00
KERNS COMPANY INC	141074	OPD Service Awards	01/19/2024	130.77	.00
Total 001-1100-61990 EMPLOYEE PERSONNEL EXPENSE:				504.77	374.00
001-1100-63310 VEHICLE					
ADVANCED AUTOMOTIVE INC	5613	car 6 blower unit	01/11/2024	184.21	.00
ADVANCED AUTOMOTIVE INC	5796	car 1 window motor	02/08/2024	627.97	.00
ADVANCED AUTOMOTIVE INC	5823	car 2 oil change	02/07/2024	53.25	.00
ADVANCED AUTOMOTIVE INC	5825	car 3 repairs	02/07/2024	496.21	.00
O'REILLY AUTOMOTIVE STORE	0390-485427	Car 6 wipers	01/19/2024	19.00	.00
O'REILLY AUTOMOTIVE STORE	0390-485765	car 4 mirror repair	01/22/2024	13.99	.00
WEX BANK	94977422	FUEL PURCHASES	01/31/2024	1,771.18	1,771.18
Total 001-1100-63310 VEHICLE:				3,165.81	1,771.18
001-1100-63510 RADIO REPAIRS					
RACOM CORPORATION	ACSO201355	Battery backup replacement	01/23/2024	1,175.00	.00
Total 001-1100-63510 RADIO REPAIRS:				1,175.00	.00
001-1100-63730 COMMUNICATIONS					
RINGCENTRAL INC	CD_00074925	PHONE SERVICE	02/05/2024	998.12	.00
Total 001-1100-63730 COMMUNICATIONS:				998.12	.00
001-1100-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	02/06/2024	104.73	104.73
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	21.04	21.04
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	19.73	.00
EAGLE POINT ENERGY 5 LLC	OELWEIN 64	ELECTRIC SERVICE	02/05/2024	167.84	167.84
Total 001-1100-63810 UTILITIES:				313.34	293.61
001-1100-64090 JANITORIAL					
HORAN CLEANING LLC	1648	MONTHLY PD CLEANING - JAN	02/05/2024	368.00	.00
Total 001-1100-64090 JANITORIAL:				368.00	.00
001-1100-64300 IMPOUND VEHICLE EXPENSES					
MIDWEST COLLISION CENTER I	5277	Tow 72 parked vehicle 24-000373	01/31/2024	100.00	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-1100-64300 IMPOUND VEHICLE EXPENSES:				100.00	.00
001-1100-64910 TELETYPE CONTRACT					
IA DEPT OF PUBLIC SAFETY	617	JAN-MAR TELETYPE BILLING	02/19/2024	1,391.52	.00
Total 001-1100-64910 TELETYPE CONTRACT:				1,391.52	.00
001-1100-64950 CONTRACTS					
BLACKHAWK AUTOMATIC SPRI	118235	quarterly inspection	01/30/2024	165.00	.00
COPY SYSTEMS INC	IN513154	COPIER MAINT SUPPORT	02/06/2024	40.56	.00
Total 001-1100-64950 CONTRACTS:				205.56	.00
001-1100-65041 EQUIPMENT					
CARDMEMBER SERVICES	#114-5432691-	Rescue Webbing	01/31/2024	116.61	116.61
Total 001-1100-65041 EQUIPMENT:				116.61	116.61
001-1100-65060 OFFICE SUPPLIES					
CARDMEMBER SERVICES	16-11124-2378	Patrol chair arm replacements - 9	02/01/2024	163.61	163.61
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	111.50	111.50
Total 001-1100-65060 OFFICE SUPPLIES:				275.11	275.11
001-1100-65102 INVESTIGATION					
SIRCHIE ACQUISTITION COMPA	0628098-IN	evidence	01/24/2024	57.02	.00
US CELLULAR	453072630 202	CAMERA	02/02/2024	20.29	20.29
Total 001-1100-65102 INVESTIGATION:				77.31	20.29
001-1100-65130 COMPUTER SUPPLIES					
CARDMEMBER SERVICES	AD0133590000	Adobe Prem	01/18/2024	122.07	122.07
Total 001-1100-65130 COMPUTER SUPPLIES:				122.07	122.07
001-1500-61810 UNIFORM					
RAY O'HERRON CO INC	2325352	OEFD Dress Shirt	02/16/2024	67.50	.00
SYMBOLARTS	0483565	Department Badges	01/25/2024	2,830.50	.00
Total 001-1500-61810 UNIFORM:				2,898.00	.00
001-1500-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	227831	FF1 Coursebooks and test prep b	01/03/2024	584.00	584.00
CARDMEMBER SERVICES	46EC02AB-000	Sign content software	02/02/2024	192.00	192.00
KERNS COMPANY INC	141074	OFD Service Awards	01/19/2024	60.00	.00
Total 001-1500-61990 EMPLOYEE PERSONNEL EXPENSE:				836.00	776.00
001-1500-63310 VEHICLE					
ACE HARDWARE	B132429	fuses	01/04/2024	5.98	.00
CARDMEMBER SERVICES	114-2747539-6	Vehicle socket set	01/10/2024	219.00	219.00
LUMBER RIDGE HOME SOURC	A174707	GFI Supplies for truck chargers	12/29/2023	108.08	.00
WEX BANK	94977422	FUEL PURCHASES	01/31/2024	30.68	30.68
Total 001-1500-63310 VEHICLE:				363.74	249.68

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-1500-63730 COMMUNICATIONS					
RINGCENTRAL INC	CD_00074925	PHONE SERVICE	02/05/2024	83.18	.00
Total 001-1500-63730 COMMUNICATIONS:				83.18	.00
001-1500-63810 UTILITIES					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	01/29/2024	46.22	46.22
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	02/06/2024	22.17	22.17
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	206.17	206.17
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	305.17	.00
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	01/19/2024	24.54	24.54
ALLIANT ENERGY	9707011000 20	GAS SERVICE	01/15/2024	534.43	534.43
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/14/2024	548.58	.00
EAGLE POINT ENERGY 5 LLC	OELWEIN 64	ELECTRIC SERVICE	02/05/2024	25.34	25.34
Total 001-1500-63810 UTILITIES:				1,712.62	858.87
001-1500-64950 CONTRACTS					
HORAN CLEANING LLC	1648	MONTHLY FD CLEANING - JAN	02/05/2024	96.00	.00
MIDWEST BREATHING AIR LLC	27342	Quarterly Test	01/19/2024	189.00	.00
Total 001-1500-64950 CONTRACTS:				285.00	.00
001-1500-65041 EQUIPMENT					
CARDMEMBER SERVICES	114-2747539-6	Scene Light 771	01/10/2024	288.45	288.45
CARDMEMBER SERVICES	114-7653364-2	Scene light 772	01/10/2024	286.94	286.94
MIDWEST BREATHING AIR LLC	27342	compressor service and 1/4 check	01/19/2024	191.85	.00
Total 001-1500-65041 EQUIPMENT:				767.24	575.39
001-1500-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	3.78	3.78
Total 001-1500-65060 OFFICE SUPPLIES:				3.78	3.78
001-1700-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	2000-035	IABO FEES 2024 FOR DAVID AN	02/02/2024	108.15	108.15
CARDMEMBER SERVICES	2000-038	internachi monthly fee	01/28/2024	49.00	49.00
Total 001-1700-61990 EMPLOYEE PERSONNEL EXPENSE:				157.15	157.15
001-1700-63310 VEHICLE					
ADVANCED AUTOMOTIVE INC	5522	tire repair	01/02/2024	24.95	.00
Total 001-1700-63310 VEHICLE:				24.95	.00
001-1700-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV81725	PRIORITIZING BANDWIDTH - CI	02/01/2024	39.80	.00
RINGCENTRAL INC	CD_00074925	PHONE SERVICE	02/05/2024	110.90	.00
Total 001-1700-63730 COMMUNICATIONS:				150.70	.00
001-1700-63750 CELLULAR/PAGING					
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	21.98	21.98
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	26.98	26.98
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	53.98	53.98
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	43.98	43.98

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
US CELLULAR	453072630 202	TABLET	02/02/2024	70.00	70.00
US CELLULAR	453072630 202	TABLET	02/02/2024	52.23	52.23
Total 001-1700-63750 CELLULAR/PAGING:				269.15	269.15
001-1700-65060 OFFICE SUPPLIES					
CARDMEMBER SERVICES	8557 DM 2024	ADOBE - MONTHLY SUBSCRIPT	02/03/2024	25.43	25.43
CREATIVE PLANNING HOLDCO	CP149514	PREMIUM OFFICE 365	02/01/2024	50.00	.00
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	167.86	167.86
Total 001-1700-65060 OFFICE SUPPLIES:				243.29	193.29
001-2510-64110 LEGAL EXPENSE					
LYNCH DALLAS PC	150213-00800	LEGAL/PROFESSIONAL FEES -	02/14/2024	305.00	.00
Total 001-2510-64110 LEGAL EXPENSE:				305.00	.00
001-2800-63730 COMMUNICATIONS					
AUREON COMMUNICATIONS	0789004155 20	AIRPORT PHONE SERVICE	02/01/2024	32.07	32.07
COMMUNITY DIGITAL WIRELES	0510000374 20	AIRPORT INTERNET SERVICE	02/01/2024	53.95	53.95
Total 001-2800-63730 COMMUNICATIONS:				86.02	86.02
001-2800-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	20.38	20.38
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	130.98	.00
EAGLE POINT ENERGY 5 LLC	OELWEIN 64	ELECTRIC SERVICE	02/05/2024	94.17	94.17
Total 001-2800-63810 UTILITIES:				245.53	114.55
001-2800-64950 CONTRACTS					
TEGELER AVIATION LLC	2024 02 01	FEBRUARY FBO FEE	02/01/2024	3,059.82	.00
Total 001-2800-64950 CONTRACTS:				3,059.82	.00
001-2800-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	39.69	39.69
Total 001-2800-65060 OFFICE SUPPLIES:				39.69	39.69
001-4100-61990 EMPLOYEE PERSONNEL EXPENSE					
ROTARY CLUB OF OELWEIN	366	1ST QTR DUES SUSAN	01/31/2024	125.00	.00
Total 001-4100-61990 EMPLOYEE PERSONNEL EXPENSE:				125.00	.00
001-4100-63100 BUILDING					
BLACKHAWK AUTOMATIC SPRI	118234	FIRE SPRINKLER INSPECITON/	01/30/2024	165.00	.00
CARDMEMBER SERVICES	02012024	LIGHT BULBS	02/15/2024	245.69	245.69
HAWKEYE ALARM & SIGNAL CO	96113	ANNUAL ALARM MONITORING	02/11/2024	300.00	.00
HOMETOWN PEST CONTROL	102115	PEST CONTROL	02/15/2024	150.00	.00
Total 001-4100-63100 BUILDING:				860.69	245.69
001-4100-63730 COMMUNICATIONS					
CENTURYLINK	503191595 202	LIBRARY PHONE SERVICE	01/24/2024	105.72	105.72

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-4100-63730 COMMUNICATIONS:				105.72	105.72
001-4100-63810 UTILITIES					
ALLIANT ENERGY	5998790000 20	LIBRARY GAS SERVICE	01/19/2024	84.55	84.55
ALLIANT ENERGY	5998790000 20	LIBRARY ELECTRIC SERVICE	01/19/2024	3,256.83	3,256.83
EAGLE POINT ENERGY 5 LLC	OELWEIN 64	ELECTRIC SERVICE	02/05/2024	127.85	127.85
Total 001-4100-63810 UTILITIES:				3,469.23	3,469.23
001-4100-64090 JANITORIAL					
ACE HARDWARE	288924	Batteries	01/30/2024	15.99	.00
CARDMEMBER SERVICES	02012024	SUPPLIES	02/15/2024	74.06	74.06
Total 001-4100-64090 JANITORIAL:				90.05	74.06
001-4100-64092 MOWING SAUR LOT					
SCHMITT CLEANING SERVICES	020124	SNOW REMOVAL	02/01/2024	291.20	.00
Total 001-4100-64092 MOWING SAUR LOT:				291.20	.00
001-4100-64950 CONTRACTS					
SCHMITT CLEANING SERVICES	020124	CLEANING	02/01/2024	1,213.33	.00
Total 001-4100-64950 CONTRACTS:				1,213.33	.00
001-4100-65060 OFFICE SUPPLIES					
DEMCO	7423159	BOOK COVERS	01/17/2024	123.00	.00
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	8.82	8.82
QUILL.COM	36770644	OFFICE SUPPLIES	01/19/2024	57.58	.00
SUSAN MACKEN	020124	POSTAGE	02/09/2024	102.05	.00
UNIQUE MANAGEMENT	6122228	COLLECTION SERVICE	02/01/2024	58.25	.00
Total 001-4100-65060 OFFICE SUPPLIES:				349.70	8.82
001-4100-65072 BOOKS - ENRICH IOWA					
CARDMEMBER SERVICES	02012024	STEM TOYS, COIN JAR	02/15/2024	101.46	101.46
Total 001-4100-65072 BOOKS - ENRICH IOWA:				101.46	101.46
001-4100-65077 PASSPORT EXPENSES					
SUSAN MACKEN	020124	PASSPORTS	02/09/2024	127.05	.00
Total 001-4100-65077 PASSPORT EXPENSES:				127.05	.00
001-4100-65220 BOOKS,FILM,CD'S,ETC					
BAKER & TAYLOR	2038075805	BOOKS	01/31/2024	1,373.21	.00
CARDMEMBER SERVICES	02012024	BOOKS	02/15/2024	41.84-	41.84-
CARDMEMBER SERVICES	02012024	MOVIES	02/15/2024	161.81	161.81
CARDMEMBER SERVICES	02012024	BOOKS	02/15/2024	72.90	72.90
GAME & FISH	02012024	MAGAZINE SUB RENEWAL	02/01/2024	21.97	.00
Total 001-4100-65220 BOOKS,FILM,CD'S,ETC:				1,588.05	192.87
001-4300-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	114-339905.-37	High viz vests	01/26/2024	60.35	60.35
CARDMEMBER SERVICES	65aa55fa04a2b	CPO class	01/15/2024	360.00	360.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
JOHN DEERE FINANCIAL F.S.B.	3046154	Ice cleats	01/17/2024	42.27	42.27
Total 001-4300-61990 EMPLOYEE PERSONNEL EXPENSE:				462.62	462.62
001-4300-63200 BUILDING					
LUMBER RIDGE HOME SOURC	a174775	Lumber/shrink tubing/butt connect	01/02/2024	63.02	.00
Total 001-4300-63200 BUILDING:				63.02	.00
001-4300-63310 VEHICLE					
OELWEIN FUEL FUND	2024 01 15	FUEL JAN 01 2024 TO JAN 15 20	01/15/2024	107.38	.00
Total 001-4300-63310 VEHICLE:				107.38	.00
001-4300-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV81726	PRIORITIZING BANDWIDTH - UT	02/01/2024	49.75	.00
RINGCENTRAL INC	CD_00074925	PHONE SERVICE	02/05/2024	27.72	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	57.97	57.97
Total 001-4300-63730 COMMUNICATIONS:				135.44	57.97
001-4300-63810 UTILITIES					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	01/29/2024	131.43	131.43
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	173.30	173.30
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	262.93	262.93
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	167.33	.00
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	227.62	.00
ALLIANT ENERGY	9707011000 20	GAS SERVICE	01/15/2024	116.06	116.06
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/14/2024	111.52	.00
Total 001-4300-63810 UTILITIES:				1,190.19	683.72
001-4300-65041 EQUIPMENT					
ARNOLD MOTOR SUPPLY LLP	09nv107160	Brake cleaner	01/22/2024	35.88	.00
OELWEIN FUEL FUND	2024 01 15	FUEL JAN 01 2024 TO JAN 15 20	01/15/2024	211.63	.00
Total 001-4300-65041 EQUIPMENT:				247.51	.00
001-4300-65060 OFFICE SUPPLIES					
CARDMEMBER SERVICES	114-8922845-7	Battery Backup	01/15/2024	143.56	143.56
CARDMEMBER SERVICES	2887421265	website godaddy renewal	01/13/2024	166.79	166.79
CREATIVE PLANNING HOLDCO	CP149514	PREMIUM OFFICE 365	02/01/2024	25.00	.00
OELWEIN PUBLISHING CO	304041721	HELP WANTED ADS	01/31/2024	8.21	.00
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	11.97	11.97
Total 001-4300-65060 OFFICE SUPPLIES:				355.53	322.32
001-4300-65070 SUPPLIES					
ACE HARDWARE	b132463	keys	01/05/2024	56.84	.00
CARDMEMBER SERVICES	8557 DM 2024	ADOBE - MONTHLY SUBSCRIPT	02/03/2024	25.43	25.43
JOHN DEERE FINANCIAL F.S.B.	3051610	Sandpaper	02/08/2024	17.78	17.78
LUMBER RIDGE HOME SOURC	a174698	FOAM SEALANTS/7' PVC	12/29/2023	72.95	.00
Total 001-4300-65070 SUPPLIES:				173.00	43.21
001-4320-63730 COMMUNICATIONS					
US CELLULAR	453072630 202	INTERNET - CAMPGROUND	02/02/2024	81.15	81.15

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-4320-63730 COMMUNICATIONS:				81.15	81.15
001-4320-63810 UTILITIES					
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	01/19/2024	65.10	65.10
Total 001-4320-63810 UTILITIES:				65.10	65.10
001-4320-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	.63	.63
Total 001-4320-65060 OFFICE SUPPLIES:				.63	.63
001-4320-65070 SUPPLIES					
AVALON TIRE	143492	tire	02/06/2024	102.98	.00
JOHN DEERE FINANCIAL F.S.B.	3051472	Sandpaper	02/07/2024	16.47	16.47
Total 001-4320-65070 SUPPLIES:				119.45	16.47
001-4400-63310 VEHICLE					
OELWEIN FUEL FUND	2024 01 15	FUEL JAN 01 2024 TO JAN 15 20	01/15/2024	31.41	.00
O'REILLY AUTOMOTIVE STORE	0390-484544	WIPER BLADES	01/11/2024	40.78	.00
Total 001-4400-63310 VEHICLE:				72.19	.00
001-4400-63730 COMMUNICATIONS					
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	43.99	43.99
Total 001-4400-63730 COMMUNICATIONS:				43.99	43.99
001-4400-63810 UTILITIES					
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	01/19/2024	21.00	21.00
Total 001-4400-63810 UTILITIES:				21.00	21.00
001-4400-65060 OFFICE SUPPLIES					
OELWEIN PUBLISHING CO	304041721	HELP WANTED ADS	01/31/2024	8.22	.00
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	6.30	6.30
Total 001-4400-65060 OFFICE SUPPLIES:				14.52	6.30
001-4400-65220 ADULT SOFTBALL					
COVENANT MEDICAL CENTER I	2240129	DECEMBER REC PROGRAM W	01/29/2024	339.12	339.12
TREASURER STATE OF IOWA	1-33-000974 2	JANUARY SALES TAX	01/31/2024	19.63	.00
Total 001-4400-65220 ADULT SOFTBALL:				358.75	339.12
001-4400-65240 BASKETBALL					
COVENANT MEDICAL CENTER I	2240129	DECEMBER REC PROGRAM W	01/29/2024	423.90	423.90
TREASURER STATE OF IOWA	1-33-000974 2	DECEMBER SALES TAX	12/31/2023	19.95	19.95
Total 001-4400-65240 BASKETBALL:				443.85	443.85
001-4400-65290 SOCCER					
TREASURER STATE OF IOWA	1-33-000974 2	JANUARY SALES TAX	01/31/2024	3.27	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-4400-65290 SOCCER:				3.27	.00
001-4400-65380 DODGEBALL					
COVENANT MEDICAL CENTER I	2240129	DECEMBER REC PROGRAM W	01/29/2024	127.17	127.17
TREASURER STATE OF IOWA	1-33-000974 2	DECEMBER SALES TAX	12/31/2023	6.22	6.22
TREASURER STATE OF IOWA	1-33-000974 2	JANUARY SALES TAX	01/31/2024	68.56	.00
Total 001-4400-65380 DODGEBALL:				201.95	133.39
001-4410-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	00090674 2024	POOL PHONE/INTERNET SERVI	02/09/2024	175.45	175.45
RINGCENTRAL INC	CD_00074925	PHONE SERVICE	02/05/2024	55.45	.00
Total 001-4410-63730 COMMUNICATIONS:				230.90	175.45
001-4410-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	40.07	40.07
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	35.00	.00
Total 001-4410-63810 UTILITIES:				75.07	40.07
001-4410-64180 SALES TAX - ADMISSIONS					
TREASURER STATE OF IOWA	1-33-000974 2	DECEMBER SALES TAX	12/31/2023	22.96	22.96
Total 001-4410-64180 SALES TAX - ADMISSIONS:				22.96	22.96
001-4410-65041 EQUIPMENT					
O'REILLY AUTOMOTIVE STORE	0390-484551	Bobcat Wiper	01/11/2024	12.79	.00
Total 001-4410-65041 EQUIPMENT:				12.79	.00
001-4410-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	8.19	8.19
Total 001-4410-65060 OFFICE SUPPLIES:				8.19	8.19
001-4500-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	0003535 2024	PHONE/INTERNET SERVICE	02/16/2024	45.45	.00
Total 001-4500-63730 COMMUNICATIONS:				45.45	.00
001-4500-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	67.31	67.31
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	101.60	.00
EAGLE POINT ENERGY 5 LLC	OELWEIN 64	ELECTRIC SERVICE	02/05/2024	13.40	13.40
Total 001-4500-63810 UTILITIES:				182.31	80.71
001-4500-65041 EQUIPMENT					
CARDMEMBER SERVICES	114-5327154-1	Bobcat seals	01/26/2024	41.14	41.14
Total 001-4500-65041 EQUIPMENT:				41.14	41.14
001-4500-65060 OFFICE SUPPLIES					
IOWA INSURANCE DIVISION	2024 02 07	ANNUAL CEMETERY REPORT	02/07/2024	201.00	.00
OELWEIN PUBLISHING CO	304041721	HELP WANTED ADS	01/31/2024	8.22	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	11.97	11.97
Total 001-4500-65060 OFFICE SUPPLIES:				221.19	11.97
001-4500-65070 SUPPLIES					
ACE HARDWARE	a287792	Shear Pins	01/12/2024	12.78	.00
Total 001-4500-65070 SUPPLIES:				12.78	.00
001-6200-61990 EMPLOYEE PERSONNEL EXPENSE					
BRENDA MICHELS	2024 02 14	REIMBURSE - MILEAGE/MEALS	02/14/2024	65.01	65.01
CARDMEMBER SERVICES	211102	CULVERS - MEALS UPPER EXP	01/11/2024	10.63	10.63
ROTARY CLUB OF OELWEIN	372	QTRLY DUES/MEALS-DYLAN	01/31/2024	125.00	.00
Total 001-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				200.64	75.64
001-6200-63310 VEHICLE					
ARNOLD MOTOR SUPPLY LLP	09NV107257	OIL/AIR FILTERS - C1	01/23/2024	29.28	.00
OELWEIN FUEL FUND	2024 01 15	FUEL JAN 01 2024 TO JAN 15 20	01/15/2024	44.09	.00
Total 001-6200-63310 VEHICLE:				73.37	.00
001-6200-63730 COMMUNICATIONS					
AT&T MOBILITY LLC	287315354942	FIRSTNET INTERNET SERVICE	01/28/2024	10.32	10.32
BIGLEAF NETWORKS INC	INV81725	PRIORITIZING BANDWIDTH - CI	02/01/2024	39.80	.00
MEDIACOM COMMUNICATIONS	0003535 2024	PHONE/INTERNET SERVICE	02/16/2024	74.74	.00
RINGCENTRAL INC	CD_00074925	PHONE SERVICE	02/05/2024	55.45	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	43.98	43.98
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	35.18	35.18
Total 001-6200-63730 COMMUNICATIONS:				259.47	89.48
001-6200-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	88.36	88.36
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	130.79	.00
ALLIANT ENERGY	8482421000 20	ELECTRIC SERVICE - CAR CHA	02/06/2024	29.10	29.10
ALLIANT ENERGY	9707011000 20	GAS SERVICE	01/15/2024	222.60	222.60
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/14/2024	231.20	.00
EAGLE POINT ENERGY 5 LLC	OELWEIN 64	ELECTRIC SERVICE	02/05/2024	10.86	10.86
TREASURER STATE OF IOWA	3-01-505729 2	ELEC FUEL TAX - CAR CHARGI	12/31/2023	10.99	10.99
Total 001-6200-63810 UTILITIES:				723.90	361.91
001-6200-64090 JANITORIAL					
HORAN CLEANING LLC	1648	MONTHLY CITY HALL CLEANIN	02/05/2024	97.33	.00
Total 001-6200-64090 JANITORIAL:				97.33	.00
001-6200-64110 LEGAL EXPENSE					
LYNCH DALLAS PC	150213-00300	LEGAL/PROFESSIONAL FEES -	01/25/2024	132.00	.00
LYNCH DALLAS PC	150213-00500	LEGAL/PROFESSIONAL FEES -	02/14/2024	36.00	.00
LYNCH DALLAS PC	150213-00600	LEGAL/PROFESSIONAL FEES -	02/14/2024	192.90	.00
LYNCH DALLAS PC	150213-00900	LEGAL/PROFESSIONAL FEES -	02/14/2024	135.75	.00
LYNCH DALLAS PC	150213-01000	LEGAL/PROFESSIONAL FEES -	02/14/2024	1,466.15	.00
LYNCH DALLAS PC	150213-01100	LEGAL/PROFESSIONAL FEES -	01/25/2024	162.00	.00
LYNCH DALLAS PC	150213-01300	LEGAL/PROFESSIONAL FEES -	02/14/2024	216.00	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-6200-64110 LEGAL EXPENSE:				2,340.80	.00
001-6200-64140 LEGAL PUBLICATION					
OELWEIN PUBLISHING CO	304035247	JAN 8 MINUTES	01/13/2024	40.68	.00
OELWEIN PUBLISHING CO	304039658	JANUARY CLAIMS	01/27/2024	102.40	.00
OELWEIN PUBLISHING CO	304041604	JAN 22 MINUTES	01/30/2024	53.32	.00
OELWEIN PUBLISHING CO	304041605	DEC RECEIPTS	01/30/2024	11.52	.00
Total 001-6200-64140 LEGAL PUBLICATION:				207.92	.00
001-6200-64950 CONTRACTS					
CREATIVE PLANNING HOLDCO	CP149215	MFA PROJECT PHASE 2	01/31/2024	2,750.00	.00
EVERBRIDGE INC	M80182	NIXLE ENGAGE ANNUAL FEE	01/22/2024	617.50	617.50
Total 001-6200-64950 CONTRACTS:				3,367.50	617.50
001-6200-65060 OFFICE SUPPLIES					
ADVANCED BUSINESS SYSTEM	101694	INK CARTRIDGE-POSTAGE MA	01/26/2024	49.87	.00
CARDMEMBER SERVICES	1199441	AMAZON - PAPER TOWELS/AN	01/22/2024	93.82	93.82
CARDMEMBER SERVICES	8557 DM 2024	ADOBE - MONTHLY SUBSCRIPT	02/03/2024	50.86	50.86
COPY SYSTEMS INC	IN513442	COPIER MAINT SUPPORT	02/08/2024	12.03	.00
CORO MEDICAL LLC	PS-INV193142	LIFEPAK CR2 AED	01/25/2024	754.00	.00
CREATIVE PLANNING HOLDCO	CP149514	PREMIUM OFFICE 365	02/01/2024	37.50	.00
CREATIVE PLANNING HOLDCO	CP149514	HOSTED EXCHANGE	02/01/2024	28.00	.00
CREATIVE PLANNING HOLDCO	CP149514	HOSTED EXCHANGE PLAN 2 -	02/01/2024	8.00	.00
CREATIVE PLANNING HOLDCO	CP149682	EMAIL SECURITY	02/01/2024	32.00	.00
CREATIVE PLANNING HOLDCO	CP149687	WEBROOT	02/01/2024	30.66	.00
OFFICE TOWNE INC	124777	TONER - YELLOW QTY 3	01/18/2024	187.49	.00
OFFICE TOWNE INC	124946	BLK TONER/BINDERS/CALC RIB	02/08/2024	81.82	.00
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	21.70	21.70
STOREY KENWORTHY CORP	PINV1151080	1095 FORMS	01/29/2024	13.23	.00
Total 001-6200-65060 OFFICE SUPPLIES:				1,400.98	166.38
110-2100-63200 SNOW SUPPLIES - SALT & SAND					
JOHN DEERE FINANCIAL F.S.B.	3043653	Welding Rod	01/10/2024	16.78	16.78
JOHN DEERE FINANCIAL F.S.B.	3044057	Plow Bolts	01/11/2024	197.06	197.06
Total 110-2100-63200 SNOW SUPPLIES - SALT & SAND:				213.84	213.84
110-2100-63310 VEHICLE					
OELWEIN FUEL FUND	2024 01 15	FUEL JAN 01 2024 TO JAN 15 20	01/15/2024	2,185.45	.00
Total 110-2100-63310 VEHICLE:				2,185.45	.00
110-2100-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV81726	PRIORITIZING BANDWIDTH - UT	02/01/2024	49.75	.00
RINGCENTRAL INC	CD_00074925	PHONE SERVICE	02/05/2024	27.72	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	43.98	43.98
Total 110-2100-63730 COMMUNICATIONS:				121.45	43.98
110-2100-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	21.20	21.20
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	262.93	262.93
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	19.73	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	227.62	.00
ALLIANT ENERGY	9707011000 20	GAS SERVICE	01/15/2024	646.90	646.90
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/14/2024	910.24	.00
Total 110-2100-63810 UTILITIES:				2,088.62	931.03
110-2100-64950 CONTRACTS					
EVERBRIDGE INC	M80182	NIXLE ENGAGE ANNUAL FEE	01/22/2024	617.50	617.50
Total 110-2100-64950 CONTRACTS:				617.50	617.50
110-2100-65041 EQUIPMENT					
ARNOLD MOTOR SUPPLY LLP	09NV106982	FUEL FILTER - BACK HOE	01/18/2024	27.69	.00
ARNOLD MOTOR SUPPLY LLP	09NV107147	Fuel Treatment	01/22/2024	42.99	.00
ARNOLD MOTOR SUPPLY LLP	09NV108608	Fuel Filters - JD Grader/S-4 Dum	02/19/2024	112.14	.00
CORO MEDICAL LLC	PS-INV193144	LIFEPAK CR2 AED	01/25/2024	1,131.00	.00
DEL-CLAY FARM EQUIPMENT	86798	Skidloader Anti Freeze	01/29/2024	112.88	.00
DONS TRUCK SALES INC	538974	Fuel filters	01/17/2024	248.87	.00
ICE MANUFACTURING INC	2181	Steel for Dump Truck	01/25/2024	80.00	.00
JOHN DEERE FINANCIAL F.S.B.	3045742	fuel treatment	01/16/2024	33.98	33.98
JOHN DEERE FINANCIAL F.S.B.	3046341	Hydraulic hose	01/18/2024	17.99	17.99
JOHN DEERE FINANCIAL F.S.B.	3046536	Hydraulic Hose	01/18/2024	61.97	61.97
JOHN DEERE FINANCIAL F.S.B.	3047923	Bolts for Dump Truck	01/24/2024	70.10	70.10
JOHN DEERE FINANCIAL F.S.B.	P74162	T boxes - Parts for Dump Truck	01/22/2024	36.83	36.83
JOHN DEERE FINANCIAL F.S.B.	P74163	Parts for Dump Truck - Elec Repa	01/22/2024	5.52-	5.52-
JOHN DEERE FINANCIAL F.S.B.	P74306	Hydraulic Hose/fitting - Dump Truc	01/24/2024	87.04	87.04
NORTHERN TOOL & EQUIPMEN	53255113	Amber warning light bar	01/30/2024	174.99	.00
OELWEIN FUEL FUND	2024 01 15	FUEL JAN 01 2024 TO JAN 15 20	01/15/2024	694.05	.00
RECALL AUTO PARTS LLC	486	Hoses for sno go	02/07/2024	93.24	.00
Total 110-2100-65041 EQUIPMENT:				3,020.24	302.39
110-2100-65060 OFFICE SUPPLIES					
CARDMEMBER SERVICES	8557 DM 2024	ADOBE - MONTHLY SUBSCRIPT	02/03/2024	25.43	25.43
COPY SYSTEMS INC	IN513442	COPIER MAINT SUPPORT	02/08/2024	12.03	.00
CREATIVE PLANNING HOLDCO	CP149514	PREMIUM OFFICE 365	02/01/2024	12.50	.00
CREATIVE PLANNING HOLDCO	CP149699	CLOUD CONT DESKTOP	02/01/2024	28.00	.00
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	17.01	17.01
Total 110-2100-65060 OFFICE SUPPLIES:				94.97	42.44
110-2100-65070 SUPPLIES					
ACE HARDWARE	A288837	Paint for LB bracket	01/29/2024	6.99	.00
ACE HARDWARE	B133092	bulb/keys	01/17/2024	10.77	.00
JOHN DEERE FINANCIAL F.S.B.	3048203	SPRAYER	01/25/2024	14.99	14.99
JOHN DEERE FINANCIAL F.S.B.	3048454	Cleaning supplies/mop/mop refills	01/26/2024	28.47	28.47
JOHN DEERE FINANCIAL F.S.B.	3048564	METAL CUT OFF WHEEL	01/26/2024	19.98	19.98
JOHN DEERE FINANCIAL F.S.B.	3049202	PAINTER'S TOUCH/SAW BLADE/	01/29/2024	79.00	79.00
JOHN DEERE FINANCIAL F.S.B.	3049845	Sign hardware	02/02/2024	31.90	31.90
JOHN DEERE FINANCIAL F.S.B.	3050100	FLAP DISCS/GRINDING WHEEL	02/02/2024	38.96	38.96
JOHN DEERE FINANCIAL F.S.B.	3050873	DEGREASER - Street Supplies	02/05/2024	27.98	27.98
JOHN DEERE FINANCIAL F.S.B.	3050939	LATCH/HINGE/CUT OFF WHEEL	02/05/2024	42.34	42.34
JOHN DEERE FINANCIAL F.S.B.	3051474	Street Shop Supplies - shop towel	02/07/2024	46.45	46.45
JOHN DEERE FINANCIAL F.S.B.	3051643	LOCTITE Street sign supplies	02/08/2024	6.29	6.29
KENS ELECTRIC	35212898	Bennet accident - utility pole hit pl	01/14/2024	450.09	.00
LUMBER RIDGE HOME SOURC	B93294	Map gas/ Torch	01/17/2024	87.57	.00
MULGREW OIL CO	1405014	Oil/DEF	01/16/2024	778.75	778.75

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 110-2100-65070 SUPPLIES:				1,670.53	1,115.11
110-2100-67614 STREET SIGNS					
ACE HARDWARE	A287734	Sign repair	01/11/2024	5.29	.00
Total 110-2100-67614 STREET SIGNS:				5.29	.00
110-2300-63810 UTILITIES					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	01/29/2024	381.02	381.02
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	01/29/2024	8,498.62	8,498.62
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	02/06/2024	63.10	63.10
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	1,132.04	1,132.04
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	446.75	.00
Total 110-2300-63810 UTILITIES:				10,521.53	10,074.78
110-2300-65041 EQUIPMENT					
O'REILLY AUTOMOTIVE STORE	0390-487256	Street Light Supplies - hex bit set/	02/07/2024	28.98	.00
Total 110-2300-65041 EQUIPMENT:				28.98	.00
110-2400-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	02/06/2024	159.90	159.90
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	91.95	91.95
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	76.50	.00
Total 110-2400-63810 UTILITIES:				328.35	251.85
112-3820-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	01/25/2024	164.01	164.01
WELLMARK INC	240110001477	FEB 2024 HOSPITAL INSURANC	01/15/2024	21,508.35	21,508.35
WELLMARK INC	240400005678	FEB 2024 HOSPITAL INSURANC	02/15/2024	20,513.57	.00
Total 112-3820-61500 MEDICAL-HEALTH:				42,185.93	21,672.36
112-3820-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	11358	SELF FUND MEDICAL INS	01/19/2024	130.50	130.50
ADVANTAGE ADMINISTRATORS	11571	SELF FUND MEDICAL INS	02/16/2024	121.80	121.80
ADVANTAGE ADMINISTRATORS	2024 01 19	JAN 19 MEDICAL CLAIMS	01/19/2024	120.90	120.90
ADVANTAGE ADMINISTRATORS	2024 01 26	JAN 26 MEDICAL CLAIMS	01/26/2024	47.64	47.64
ADVANTAGE ADMINISTRATORS	2024 01 29	PAYROLL DEDUCTION FLEX SP	01/31/2024	831.14	831.14
ADVANTAGE ADMINISTRATORS	2024 01 29	PAYROLL DEDUCTION FLEX SP	01/31/2024	756.14	756.14
ADVANTAGE ADMINISTRATORS	2024 02 09	FEB 09 MEDICAL CLAIMS	02/09/2024	2,230.31	2,230.31
ADVANTAGE ADMINISTRATORS	2024 02 16	FEB 16 MEDICAL CLAIMS	02/16/2024	223.79	223.79
Total 112-3820-61840 CLAIMS-SIDE FUND:				4,462.22	4,462.22
112-3830-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	01/25/2024	33.87	33.87
WELLMARK INC	240110001477	FEB 2024 HOSPITAL INSURANC	01/15/2024	5,241.69	5,241.69
WELLMARK INC	240400005678	FEB 2024 HOSPITAL INSURANC	02/15/2024	5,211.69	.00
Total 112-3830-61500 MEDICAL-HEALTH:				10,487.25	5,275.56
112-3830-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	11358	SELF FUND MEDICAL INS	01/19/2024	26.10	26.10

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ADVANTAGE ADMINISTRATORS	11571	SELF FUND MEDICAL INS	02/16/2024	26.10	26.10
ADVANTAGE ADMINISTRATORS	2024 01 19	JAN 19 MEDICAL CLAIMS	01/19/2024	3.72	3.72
ADVANTAGE ADMINISTRATORS	2024 01 26	JAN 26 MEDICAL CLAIMS	01/26/2024	35.00	35.00
ADVANTAGE ADMINISTRATORS	2024 02 02	FEB 02 MEDICAL CLAIMS	02/02/2024	146.70	146.70
Total 112-3830-61840 CLAIMS-SIDE FUND:				237.62	237.62
112-3840-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	01/25/2024	55.56	55.56
WELLMARK INC	240110001477	FEB 2024 HOSPITAL INSURANC	01/15/2024	7,751.86	7,751.86
WELLMARK INC	240400005678	FEB 2024 HOSPITAL INSURANC	02/15/2024	7,701.86	.00
Total 112-3840-61500 MEDICAL-HEALTH:				15,509.28	7,807.42
112-3840-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	11358	SELF FUND MEDICAL INS	01/19/2024	43.50	43.50
ADVANTAGE ADMINISTRATORS	11571	SELF FUND MEDICAL INS	02/16/2024	43.50	43.50
ADVANTAGE ADMINISTRATORS	2024 01 19	JAN 19 MEDICAL CLAIMS - LIBR	01/19/2024	35.00	35.00
ADVANTAGE ADMINISTRATORS	2024 01 26	JAN 26 MEDICAL CLAIMS - LIBR	01/26/2024	35.00	35.00
ADVANTAGE ADMINISTRATORS	2024 02 02	FEB 02 MEDICAL CLAIMS	02/02/2024	35.00	35.00
ADVANTAGE ADMINISTRATORS	2024 02 16	FEB 16 MEDICAL CLAIMS - LIBR	02/16/2024	35.00	35.00
Total 112-3840-61840 CLAIMS-SIDE FUND:				227.00	227.00
112-3860-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	01/25/2024	56.45	56.45
WELLMARK INC	240110001477	FEB 2024 HOSPITAL INSURAN	01/15/2024	4,363.07	4,363.07
WELLMARK INC	240400005678	FEB 2024 HOSPITAL INSURAN	02/15/2024	4,343.07	.00
Total 112-3860-61500 MEDICAL-HEALTH:				8,762.59	4,419.52
112-3860-61830 FLEX BENEFITS Q ADM FEE ALL EE					
ADVANTAGE ADMINISTRATORS	PLAN # 608 20	QUARTERLY ADMIN FEE - 1ST	01/30/2024	164.10	164.10
Total 112-3860-61830 FLEX BENEFITS Q ADM FEE ALL EE:				164.10	164.10
112-3860-61840 CLAIMS-SIDE FUND Q HRA FEE					
ADVANTAGE ADMINISTRATORS	11358	SELF FUND MEDICAL INS	01/19/2024	26.10	26.10
ADVANTAGE ADMINISTRATORS	11571	SELF FUND MEDICAL INS	02/16/2024	26.10	26.10
ADVANTAGE ADMINISTRATORS	2024 01 19	JAN 19 MEDICAL CLAIMS	01/19/2024	26.25	26.25
ADVANTAGE ADMINISTRATORS	2024 01 26	JAN 26 MEDICAL CLAIMS	01/26/2024	3.34	3.34
ADVANTAGE ADMINISTRATORS	2024 02 02	FEB 02 MEDICAL CLAIMS	02/02/2024	11.04	11.04
ADVANTAGE ADMINISTRATORS	2024 02 16	FEB 16 MEDICAL CLAIMS	02/16/2024	209.54	209.54
Total 112-3860-61840 CLAIMS-SIDE FUND Q HRA FEE:				302.37	302.37
113-3900-61840 FLEX SPENDING					
ADVANTAGE ADMINISTRATORS	2024 02 FLEX	PAYROLL DEDUCTION FLEX SP	02/13/2024	756.14	.00
ADVANTAGE ADMINISTRATORS	2024 02 FLEX	PAYROLL DEDUCTION FLEX SP	02/13/2024	756.14	.00
Total 113-3900-61840 FLEX SPENDING:				1,512.28	.00
122-5210-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	.63	.63
Total 122-5210-65060 OFFICE SUPPLIES:				.63	.63

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
123-1100-67990 POLICE CAPITAL					
UNIFORM DEN INC	114969	Outer Vest Uniform Project	01/16/2024	4,928.52	.00
UNIFORM DEN INC	114969	Outer Vest Uniform Project	01/16/2024	250.00	.00
Total 123-1100-67990 POLICE CAPITAL:				5,178.52	.00
123-4410-67990 PARK CAPITAL					
CIVICPLUS, LLC	288974	PREMIUM PACKAGE/TRAINING/	12/31/2023	10,868.75	10,868.75
Total 123-4410-67990 PARK CAPITAL:				10,868.75	10,868.75
123-5250-65041 FIRE CAPITAL					
ALEX AIR APPARATUS 2 LLC	INV-49255	Turnout Gear x 4	01/26/2024	11,712.64	.00
Total 123-5250-65041 FIRE CAPITAL:				11,712.64	.00
124-4100-65070 SUPPLIES					
CORO MEDICAL LLC	PS-INV193141	LIFEPAK CR2 AED	01/25/2024	2,262.00	.00
Total 124-4100-65070 SUPPLIES:				2,262.00	.00
160-1710-63100 BUILDING					
ACE HARDWARE	A287165	battery for door contact	01/02/2024	4.99	.00
ACE HARDWARE	A288207	zip ties for adjusting duct work	01/18/2024	9.97	.00
CARDMEMBER SERVICES	2000-030	colored wifi front lights for city hall	01/04/2024	64.18	64.18
Total 160-1710-63100 BUILDING:				79.14	64.18
160-1710-63310 VEHICLE					
OELWEIN FUEL FUND	2024 01 15	FUEL JAN 01 2024 TO JAN 15 20	01/15/2024	36.55	.00
STRANG TIRE CO	2000-035	new tires on bruces vehicle	01/22/2024	466.00	.00
Total 160-1710-63310 VEHICLE:				502.55	.00
160-1710-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV81725	PRIORITIZING BANDWIDTH - CI	02/01/2024	39.80	.00
Total 160-1710-63730 COMMUNICATIONS:				39.80	.00
160-1710-63750 CELLULAR/PAGING					
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	21.99	21.99
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	26.99	26.99
US CELLULAR	453072630 202	TABLET	02/02/2024	70.00	70.00
Total 160-1710-63750 CELLULAR/PAGING:				118.98	118.98
160-1710-65060 OFFICE SUPPLIES					
OFFICE TOWNE INC	124922	TONER - BLACK	02/05/2024	89.84	.00
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	42.65	42.65
Total 160-1710-65060 OFFICE SUPPLIES:				132.49	42.65
160-5200-63730 COMMUNICATIONS					
AT&T MOBILITY LLC	287315354942	FIRSTNET INTERNET SERVICE	01/28/2024	10.31	10.31
MEDIACOM COMMUNICATIONS	0003535 2024	PHONE/INTERNET SERVICE	02/16/2024	74.74	.00
RINGCENTRAL INC	CD_00074925	PHONE SERVICE	02/05/2024	55.45	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 160-5200-63730 COMMUNICATIONS:				140.50	10.31
160-5200-64110 LEGAL EXPENSE					
LYNCH DALLAS PC	150213-00300	LEGAL/PROFESSIONAL FEES -	01/25/2024	88.00	.00
LYNCH DALLAS PC	150213-00500	LEGAL/PROFESSIONAL FEES -	02/14/2024	24.00	.00
LYNCH DALLAS PC	150213-00600	LEGAL/PROFESSIONAL FEES -	02/14/2024	128.60	.00
LYNCH DALLAS PC	150213-00900	LEGAL/PROFESSIONAL FEES -	02/14/2024	90.50	.00
LYNCH DALLAS PC	150213-01000	LEGAL/PROFESSIONAL FEES -	02/14/2024	977.43	.00
LYNCH DALLAS PC	150213-01100	LEGAL/PROFESSIONAL FEES -	01/25/2024	108.00	.00
LYNCH DALLAS PC	150213-01300	LEGAL/PROFESSIONAL FEES -	02/14/2024	144.00	.00
Total 160-5200-64110 LEGAL EXPENSE:				1,560.53	.00
160-5200-64133 TOURISM					
ALLIANT ENERGY	6464321877 20	ELECTRIC SERVICE	02/06/2024	57.41	57.41
ALLIANT ENERGY	8100421000 20	ELECTRIC SERVICE	02/07/2024	21.96	21.96
Total 160-5200-64133 TOURISM:				79.37	79.37
160-5200-64140 LEGAL PUBLICATION					
OELWEIN PUBLISHING CO	304035247	JAN 8 MINUTES	01/13/2024	13.56	.00
OELWEIN PUBLISHING CO	304039658	JANUARY CLAIMS	01/27/2024	34.13	.00
OELWEIN PUBLISHING CO	304041604	JAN 22 MINUTES	01/30/2024	17.77	.00
OELWEIN PUBLISHING CO	304041605	DEC RECEIPTS	01/30/2024	3.84	.00
Total 160-5200-64140 LEGAL PUBLICATION:				69.30	.00
160-5200-65060 OFFICE SUPPLIES					
ADVANCED BUSINESS SYSTEM	101694	INK CARTRIDGE-POSTAGE MA	01/26/2024	49.87	.00
COPY SYSTEMS INC	IN513442	COPIER MAINT SUPPORT	02/08/2024	12.03	.00
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	9.45	9.45
Total 160-5200-65060 OFFICE SUPPLIES:				71.35	9.45
160-5200-67271 WELLNESS CAPITAL					
OFFICE TOWNE INC	124688	NEW FRONT DESK	01/08/2024	4,995.00	.00
Total 160-5200-67271 WELLNESS CAPITAL:				4,995.00	.00
161-5225-64030 ADMINISTRATIVE COSTS					
UPPER EXPLORERLAND	FY24595	JANUARY 2024 ADMIN COSTS I	01/31/2024	1,219.39	.00
Total 161-5225-64030 ADMINISTRATIVE COSTS:				1,219.39	.00
302-5030-64950 CONTRACTS					
BRYAN CONSTRUCTION	10971	2022 RESIDENTIAL & COMMERI	01/08/2024	110,709.50	110,709.50
Total 302-5030-64950 CONTRACTS:				110,709.50	110,709.50
360-7520-64950 CONTRACTS					
FOX STRAND INC	206427	OEL NE SANITARY SEWER IMP	01/11/2024	15,783.39	.00
FOX STRAND INC	207776	OEL NE SANITARY SEWER IMP	02/12/2024	2,642.50	.00
UPPER EXPLORERLAND	FY24604	JANUARY 2024 CDBG SEWER#	01/31/2024	1,441.93	.00
Total 360-7520-64950 CONTRACTS:				19,867.82	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
360-7520-67850 CONSTRUCTION					
DAVE SCHMITT CONSTRUCTIO	2024 01 15	PAY REQ # 5 OELWEIN NE SANI	01/22/2024	90,317.78	90,317.78
Total 360-7520-67850 CONSTRUCTION:				90,317.78	90,317.78
393-7509-67850 CONSTRUCTION					
WBC MECHANICAL	62700	Pool Boiler 50% down	02/21/2024	29,818.50	.00
Total 393-7509-67850 CONSTRUCTION:				29,818.50	.00
600-6200-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	01/25/2024	66.85	66.85
WELLMARK INC	240110001477	FEB 2024 HOSPITAL INSURANC	01/15/2024	8,949.12	8,949.12
WELLMARK INC	240400005678	FEB 2024 HOSPITAL INSURANC	02/15/2024	8,034.34	.00
Total 600-6200-61500 MEDICAL-HEALTH:				17,050.31	9,015.97
600-6200-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	11358	SELF FUND MEDICAL INS	01/19/2024	43.50	43.50
ADVANTAGE ADMINISTRATORS	11571	SELF FUND MEDICAL INS	02/16/2024	43.50	43.50
ADVANTAGE ADMINISTRATORS	2024 01 19	JAN 19 MEDICAL CLAIMS	01/19/2024	38.62	38.62
ADVANTAGE ADMINISTRATORS	2024 01 26	JAN 26 MEDICAL CLAIMS	01/26/2024	62.40	62.40
ADVANTAGE ADMINISTRATORS	2024 02 02	FEB 02 MEDICAL CLAIMS	02/02/2024	5.52	5.52
ADVANTAGE ADMINISTRATORS	2024 02 09	FEB 09 MEDICAL CLAIMS	02/09/2024	77.01	77.01
ADVANTAGE ADMINISTRATORS	2024 02 16	FEB 16 MEDICAL CLAIMS	02/16/2024	180.85	180.85
Total 600-6200-61840 CLAIMS-SIDE FUND:				451.40	451.40
600-6200-61990 EMPLOYEE PERSONNEL EXPENSE					
BRENDA MICHELS	2024 02 14	REIMBURSE - MILEAGE/MEALS	02/14/2024	65.01	65.01
Total 600-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				65.01	65.01
600-6200-63730 COMMUNICATIONS					
AT&T MOBILITY LLC	287315354942	FIRSTNET INTERNET SERVICE	01/28/2024	10.32	10.32
BIGLEAF NETWORKS INC	INV81725	PRIORITIZING BANDWIDTH - CI	02/01/2024	39.80	.00
MEDIACOM COMMUNICATIONS	0003535 2024	PHONE/INTERNET SERVICE	02/16/2024	96.90	.00
MEDIACOM COMMUNICATIONS	0003535 2024	PHONE/INTERNET SERVICE	02/16/2024	74.73	.00
RINGCENTRAL INC	CD_00074925	PHONE SERVICE	02/05/2024	55.46	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	26.39	26.39
Total 600-6200-63730 COMMUNICATIONS:				303.60	36.71
600-6200-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	147.26	147.26
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	217.98	.00
ALLIANT ENERGY	8482421000 20	ELECTRIC SERVICE - CAR CHA	02/06/2024	29.11	29.11
ALLIANT ENERGY	9707011000 20	GAS SERVICE	01/15/2024	166.95	166.95
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/14/2024	173.40	.00
EAGLE POINT ENERGY 5 LLC	OELWEIN 64	ELECTRIC SERVICE	02/05/2024	18.10	18.10
TREASURER STATE OF IOWA	3-01-505729 2	ELEC FUEL TAX - CAR CHARGI	12/31/2023	11.00	11.00
Total 600-6200-63810 UTILITIES:				763.80	372.42
600-6200-64090 JANITORIAL					
HORAN CLEANING LLC	1648	MONTHLY CITY HALL CLEANIN	02/05/2024	97.33	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 600-6200-64090 JANITORIAL:				97.33	.00
600-6200-64110 LEGAL EXPENSE					
LYNCH DALLAS PC	150213-00300	LEGAL/PROFESSIONAL FEES -	01/25/2024	110.00	.00
LYNCH DALLAS PC	150213-00500	LEGAL/PROFESSIONAL FEES -	02/14/2024	30.00	.00
LYNCH DALLAS PC	150213-00600	LEGAL/PROFESSIONAL FEES -	02/14/2024	160.75	.00
LYNCH DALLAS PC	150213-00900	LEGAL/PROFESSIONAL FEES -	02/14/2024	113.13	.00
LYNCH DALLAS PC	150213-01000	LEGAL/PROFESSIONAL FEES -	02/14/2024	1,221.79	.00
LYNCH DALLAS PC	150213-01100	LEGAL/PROFESSIONAL FEES -	01/25/2024	135.00	.00
LYNCH DALLAS PC	150213-01300	LEGAL/PROFESSIONAL FEES -	02/14/2024	180.00	.00
Total 600-6200-64110 LEGAL EXPENSE:				1,950.67	.00
600-6200-64140 LEGAL PUBLICATION					
OELWEIN PUBLISHING CO	304035247	JAN 8 MINUTES	01/13/2024	18.08	.00
OELWEIN PUBLISHING CO	304039658	JANUARY CLAIMS	01/27/2024	45.51	.00
OELWEIN PUBLISHING CO	304041604	JAN 22 MINUTES	01/30/2024	23.70	.00
OELWEIN PUBLISHING CO	304041605	DEC RECEIPTS	01/30/2024	5.12	.00
Total 600-6200-64140 LEGAL PUBLICATION:				92.41	.00
600-6200-64182 WATER EXCISE TAX					
TREASURER STATE OF IOWA	1-33-809659 2	DECEMBER WET TAX	12/31/2023	5,696.68	5,696.68
TREASURER STATE OF IOWA	1-33-809659 2	JANUARY WET TAX	01/31/2024	5,834.84	.00
Total 600-6200-64182 WATER EXCISE TAX:				11,531.52	5,696.68
600-6200-64950 CONTRACTS					
CREATIVE PLANNING HOLDCO	CP149215	MFA PROJECT PHASE 2	01/31/2024	2,750.00	.00
EVERBRIDGE INC	M80182	NIXLE ENGAGE ANNUAL FEE	01/22/2024	617.50	617.50
Total 600-6200-64950 CONTRACTS:				3,367.50	617.50
600-6200-65060 OFFICE SUPPLIES					
ADVANCED BUSINESS SYSTEM	101694	INK CARTRIDGE-POSTAGE MA	01/26/2024	49.88	.00
CARDMEMBER SERVICES	1199441	AMAZON - PAPER TOWELS/AN	01/22/2024	93.82	93.82
CARDMEMBER SERVICES	8557 DM 2024	ADOBE - MONTHLY SUBSCRIPT	02/03/2024	50.86	50.86
COPY SYSTEMS INC	IN513442	COPIER MAINT SUPPORT	02/08/2024	12.03	.00
CORO MEDICAL LLC	PS-INV193142	LIFEPAK CR2 AED	01/25/2024	754.00	.00
CREATIVE PLANNING HOLDCO	CP149514	PREMIUM OFFICE 365	02/01/2024	37.50	.00
CREATIVE PLANNING HOLDCO	CP149514	HOSTED EXCHANGE	02/01/2024	28.00	.00
CREATIVE PLANNING HOLDCO	CP149682	EMAIL SECURITY	02/01/2024	32.00	.00
CREATIVE PLANNING HOLDCO	CP149687	WEBROOT	02/01/2024	30.67	.00
FIDELITY BANK & TRUST	2024 02 09	PSN MONTHLY FEE-CR CARD/D	02/09/2024	27.45	.00
OFFICE TOWNE INC	124777	TONER - YELLOW QTY 3	01/18/2024	187.49	.00
OFFICE TOWNE INC	124946	BLK TONER/BINDERS/CALC RIB	02/08/2024	81.82	.00
QUADIANT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	408.87	408.87
STOREY KENWORTHY CORP	PINV1151080	1095 FORMS	01/29/2024	13.23	.00
U S POST OFFICE	2024 01 31	FEB WATER BILL POSTAGE	01/31/2024	309.76	309.76
Total 600-6200-65060 OFFICE SUPPLIES:				2,117.38	863.31
600-8100-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	211102	CULVERS - MEALS UPPER EXP	01/11/2024	10.64	10.64
COVENANT OCCUPATIONAL M	74234	DRUG TEST - H DOUDNEY/J LU	01/16/2024	163.00	.00
JOHN DEERE FINANCIAL F.S.B.	3049830	Gloves	02/01/2024	16.99	16.99

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 600-8100-61990 EMPLOYEE PERSONNEL EXPENSE:				190.63	27.63
600-8100-63310 VEHICLE					
OELWEIN FUEL FUND	2024 01 15	FUEL JAN 01 2024 TO JAN 15 20	01/15/2024	280.70	.00
Total 600-8100-63310 VEHICLE:				280.70	.00
600-8100-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV81726	PRIORITIZING BANDWIDTH - UT	02/01/2024	49.75	.00
MEDIACOM COMMUNICATIONS	0003535 2024	PHONE/INTERNET SERVICE	02/16/2024	249.99	.00
RINGCENTRAL INC	CD_00074925	PHONE SERVICE	02/05/2024	110.90	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	43.98	43.98
US CELLULAR	453072630 202	TABLET	02/02/2024	48.09	48.09
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	27.39	27.39
Total 600-8100-63730 COMMUNICATIONS:				530.10	119.46
600-8100-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	02/06/2024	5,218.22	5,218.22
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	197.20	197.20
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	486.75	486.75
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	170.72	.00
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	1,588.96	.00
ALLIANT ENERGY	9707011000 20	GAS SERVICE	01/15/2024	179.23	179.23
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/14/2024	349.30	.00
Total 600-8100-63810 UTILITIES:				8,190.38	6,081.40
600-8100-64920 ONE CALL					
IOWA ONE CALL	258042	ONE CALLS	01/23/2024	4.50	.00
Total 600-8100-64920 ONE CALL:				4.50	.00
600-8100-64950 CONTRACTS					
FOX STRAND INC	206428	PROJECT 7038.035 OEL CITY E	01/11/2024	2,675.89	.00
Total 600-8100-64950 CONTRACTS:				2,675.89	.00
600-8100-65041 EQUIPMENT					
CORO MEDICAL LLC	PS-INV193144	LIFEPAK CR2 AED	01/25/2024	1,131.00	.00
HACH COMPANY	13929569	Do Probe/Lab	02/20/2024	373.00	.00
Total 600-8100-65041 EQUIPMENT:				1,504.00	.00
600-8100-65060 OFFICE SUPPLIES					
ACE HARDWARE	B133242	TRASH BAGS	01/19/2024	9.59	.00
ACE HARDWARE	B133466	ZIP TIES/MARKERS/SCISSORS/	01/24/2024	33.73	.00
CARDMEMBER SERVICES	114-7036917-9	Printer for Herbs Office	01/19/2024	236.20	236.20
CREATIVE PLANNING HOLDCO	CP149514	PREMIUM OFFICE 365	02/01/2024	25.00	.00
CREATIVE PLANNING HOLDCO	CP149699	CLOUD CONT DESKTOP	02/01/2024	28.00	.00
Total 600-8100-65060 OFFICE SUPPLIES:				332.52	236.20
600-8100-65070 SUPPLIES					
ACE HARDWARE	B133347	PRIMER PVC PURPLE/PVC CE	01/22/2024	14.58	.00
ACE HARDWARE	B133521	T HANDLE HEX KEY	01/25/2024	22.99	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ACE HARDWARE	B133544	DRAWER DIVIDERS	01/26/2024	19.98	.00
CARDMEMBER SERVICES	114-8175283-0	Vacuum for Water Shop	01/24/2024	132.10	132.10
EUROFINS ENVIRONMENT TES	3100134611	WATER SAMPLES	01/31/2024	262.15	.00
LUMBER RIDGE HOME SOURC	A175258	Drill Bit	01/17/2024	15.99	.00
USABLUEBOOK	INV00254038	Water supplies	01/23/2024	343.03	.00
UTILITY EQUIPMENT CO	30068933-000	Repair clamps	01/23/2024	335.13	.00
Total 600-8100-65070 SUPPLIES:				1,145.95	132.10
600-8100-67850 METER SYSTEM					
ACE HARDWARE	B132257	Meter supplies	01/02/2024	10.77	.00
ACE HARDWARE	B132371	SEAL TAPE/BUTT CONN/TAPE -	01/04/2024	22.93	.00
GRAINGER	9972250105	Lead water meter seals	01/23/2024	180.30	.00
Total 600-8100-67850 METER SYSTEM:				214.00	.00
640-8250-65041 EQUIPMENT					
DICKS PETROLEUM CO	38043	Reset fuel system	01/22/2024	276.80	.00
Total 640-8250-65041 EQUIPMENT:				276.80	.00
670-8400-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	41.19	41.19
U S POST OFFICE	2024 01 31	FEB WATER BILL POSTAGE	01/31/2024	145.77	145.77
Total 670-8400-65060 OFFICE SUPPLIES:				186.96	186.96
670-8420-64950 BLACKHAWK CONTRACT					
KLUESNER SANITATION LLC	79185	monthly garbage & recycling picku	02/01/2024	30,502.88	.00
Total 670-8420-64950 BLACKHAWK CONTRACT:				30,502.88	.00
671-8410-65060 OFFICE SUPPLIES					
U S POST OFFICE	2024 01 31	FEB WATER BILL POSTAGE	01/31/2024	72.88	72.88
Total 671-8410-65060 OFFICE SUPPLIES:				72.88	72.88
672-4310-64952 STUMP REMOVAL					
HAWKEYE FARM SERVICES LL	INV0431	STUMP GRINDING 8/31/23--12/2	12/22/2023	6,065.00	6,065.00
Total 672-4310-64952 STUMP REMOVAL:				6,065.00	6,065.00
680-8220-63730 COMMUNICATIONS					
CARDMEMBER SERVICES	3397 JR 2024	YES! MUSIC MONTHLY SUB	02/05/2024	8.94	8.94
Total 680-8220-63730 COMMUNICATIONS:				8.94	8.94
680-8220-63810 UTILITIES					
SECURITY EQUIPMENT INC	836422	SERVICE AGREEMENT	01/16/2024	280.80	.00
Total 680-8220-63810 UTILITIES:				280.80	.00
680-8220-64090 JANITORIAL					
COVENANT MEDICAL CENTER I	2240129	DECEMBER JANITORIAL EXPE	01/29/2024	2,344.86	2,344.86
Total 680-8220-64090 JANITORIAL:				2,344.86	2,344.86

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
680-8220-64180 SALES TAX					
TREASURER STATE OF IOWA	1-33-000974 2	DECEMBER SALES TAX	12/31/2023	854.82	854.82
TREASURER STATE OF IOWA	1-33-000974 2	JANUARY SALES TAX	01/31/2024	723.91	.00
Total 680-8220-64180 SALES TAX:				1,578.73	854.82
680-8220-64950 CONTRACTS					
COVENANT MEDICAL CENTER I	2240129	DECEMBER WELLNESS EXPEN	01/29/2024	13,771.95	13,771.95
Total 680-8220-64950 CONTRACTS:				13,771.95	13,771.95
680-8220-65041 EQUIPMENT					
CARDMEMBER SERVICES	114598058487	Towels	02/02/2024	314.52	314.52
PUSH PEDAL PULL INC	377535	HANDLES - REPAIRED/REPLAC	02/19/2024	84.80	.00
PUSH PEDAL PULL INC	377535	PREVENTATIVE MAINT	02/19/2024	200.00	.00
Total 680-8220-65041 EQUIPMENT:				599.32	314.52
680-8220-65060 OFFICE SUPPLIES					
FIDELITY BANK & TRUST	2024 02 09	WELLNESS CENTER MERCHAN	02/09/2024	216.39	.00
FIDELITY BANK & TRUST	2024 02 09	WELLNESS TSYS FEES-ACH BI	02/09/2024	209.70	.00
FIDELITY BANK & TRUST	2024 02 09	WELLNESS BANKCARD FEES	02/09/2024	181.86	.00
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	144.27	144.27
Total 680-8220-65060 OFFICE SUPPLIES:				752.22	144.27
680-8220-65070 SUPPLIES					
ACE HARDWARE	A288895	Masking Tape	01/30/2024	4.59	.00
COPY SYSTEMS INC	IN512773	COPIER MAINT SUPPORT	02/02/2024	44.58	.00
FAREWAY STORES INC	005-00142111	Kleenex & Laundry detergentn	01/04/2024	17.96	.00
Total 680-8220-65070 SUPPLIES:				67.13	.00
680-8220-65350 AFTER SCHOOL PROGRAMS					
FAREWAY STORES INC	143247	ASP Snacks	01/10/2024	91.96	.00
Total 680-8220-65350 AFTER SCHOOL PROGRAMS:				91.96	.00
700-6200-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	01/25/2024	76.36	76.36
WELLMARK INC	240110001477	FEB 2024 HOSPITAL INSURANC	01/15/2024	8,959.10	8,959.10
WELLMARK INC	240400005678	FEB 2024 HOSPITAL INSURANC	02/15/2024	8,889.10	.00
Total 700-6200-61500 MEDICAL-HEALTH:				17,924.56	9,035.46
700-6200-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	11358	SELF FUND MEDICAL INS	01/19/2024	52.20	52.20
ADVANTAGE ADMINISTRATORS	11571	SELF FUND MEDICAL INS	02/16/2024	43.50	43.50
ADVANTAGE ADMINISTRATORS	2024 01 19	JAN 19 MEDICAL CLAIMS	01/19/2024	20.05	20.05
ADVANTAGE ADMINISTRATORS	2024 01 26	JAN 26 MEDICAL CLAIMS	01/26/2024	19.16	19.16
ADVANTAGE ADMINISTRATORS	2024 02 02	FEB 02 MEDICAL CLAIMS	02/02/2024	13.37	13.37
ADVANTAGE ADMINISTRATORS	2024 02 16	FEB 16 MEDICAL CLAIMS	02/16/2024	104.77	104.77
Total 700-6200-61840 CLAIMS-SIDE FUND:				253.05	253.05
700-6200-61990 EMPLOYEE PERSONNEL EXPENSE					
BRENDA MICHELS	2024 02 14	REIMBURSE - MILEAGE/MEALS	02/14/2024	65.01	65.01

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 700-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				65.01	65.01
700-6200-63730 COMMUNICATIONS					
AT&T MOBILITY LLC	287315354942	FIRSTNET INTERNET SERVICE	01/28/2024	10.32	10.32
BIGLEAF NETWORKS INC	INV81725	PRIORITIZING BANDWIDTH - CI	02/01/2024	39.80	.00
MEDIACOM COMMUNICATIONS	0003535 2024	PHONE/INTERNET SERVICE	02/16/2024	74.73	.00
RINGCENTRAL INC	CD_00074925	PHONE SERVICE	02/05/2024	55.45	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	26.39	26.39
Total 700-6200-63730 COMMUNICATIONS:				206.69	36.71
700-6200-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	147.26	147.26
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	217.98	.00
ALLIANT ENERGY	8482421000 20	ELECTRIC SERVICE - CAR CHA	02/06/2024	29.11	29.11
ALLIANT ENERGY	9707011000 20	GAS SERVICE	01/15/2024	166.95	166.95
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/14/2024	173.41	.00
EAGLE POINT ENERGY 5 LLC	OELWEIN 64	ELECTRIC SERVICE	02/05/2024	18.10	18.10
TREASURER STATE OF IOWA	3-01-505729 2	ELEC FUEL TAX - CAR CHARGI	12/31/2023	11.00	11.00
Total 700-6200-63810 UTILITIES:				763.81	372.42
700-6200-64090 JANITORIAL					
HORAN CLEANING LLC	1648	MONTHLY CITY HALL CLEANIN	02/05/2024	97.34	.00
Total 700-6200-64090 JANITORIAL:				97.34	.00
700-6200-64110 LEGAL EXPENSE					
LYNCH DALLAS PC	150213-00300	LEGAL/PROFESSIONAL FEES -	01/25/2024	110.00	.00
LYNCH DALLAS PC	150213-00500	LEGAL/PROFESSIONAL FEES -	02/14/2024	30.00	.00
LYNCH DALLAS PC	150213-00600	LEGAL/PROFESSIONAL FEES -	02/14/2024	160.75	.00
LYNCH DALLAS PC	150213-00900	LEGAL/PROFESSIONAL FEES -	02/14/2024	113.12	.00
LYNCH DALLAS PC	150213-01000	LEGAL/PROFESSIONAL FEES -	02/14/2024	1,221.78	.00
LYNCH DALLAS PC	150213-01100	LEGAL/PROFESSIONAL FEES -	01/25/2024	135.00	.00
LYNCH DALLAS PC	150213-01300	LEGAL/PROFESSIONAL FEES -	02/14/2024	180.00	.00
Total 700-6200-64110 LEGAL EXPENSE:				1,950.65	.00
700-6200-64140 LEGAL PUBLICATION					
OELWEIN PUBLISHING CO	304035247	JAN 8 MINUTES	01/13/2024	18.08	.00
OELWEIN PUBLISHING CO	304039658	JANUARY CLAIMS	01/27/2024	45.52	.00
OELWEIN PUBLISHING CO	304041604	JAN 22 MINUTES	01/30/2024	23.69	.00
OELWEIN PUBLISHING CO	304041605	DEC RECEIPTS	01/30/2024	5.12	.00
Total 700-6200-64140 LEGAL PUBLICATION:				92.41	.00
700-6200-64180 SALES TAX					
TREASURER STATE OF IOWA	1-33-000974 2	DECEMBER SALES TAX	12/31/2023	1,681.45	1,681.45
TREASURER STATE OF IOWA	1-33-000974 2	JANUARY SALES TAX	01/31/2024	1,550.29	.00
Total 700-6200-64180 SALES TAX:				3,231.74	1,681.45
700-6200-64950 CONTRACTS					
CREATIVE PLANNING HOLDCO	CP149215	MFA PROJECT PHASE 2	01/31/2024	2,750.00	.00
EVERBRIDGE INC	M80182	NIXLE ENGAGE ANNUAL FEE	01/22/2024	617.50	617.50

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 700-6200-64950 CONTRACTS:				3,367.50	617.50
700-6200-65060 OFFICE SUPPLIES					
ADVANCED BUSINESS SYSTEM	101694	INK CARTRIDGE-POSTAGE MA	01/26/2024	49.88	.00
CARDMEMBER SERVICES	1199441	AMAZON - PAPER TOWELS/AN	01/22/2024	93.82	93.82
CARDMEMBER SERVICES	8557 DM 2024	ADOBE - MONTHLY SUBSCRIPT	02/03/2024	50.86	50.86
COPY SYSTEMS INC	IN513442	COPIER MAINT SUPPORT	02/08/2024	12.04	.00
CORO MEDICAL LLC	PS-INV193142	LIFEPAK CR2 AED	01/25/2024	754.00	.00
CREATIVE PLANNING HOLDCO	CP149514	PREMIUM OFFICE 365	02/01/2024	37.50	.00
CREATIVE PLANNING HOLDCO	CP149514	HOSTED EXCHANGE	02/01/2024	28.00	.00
CREATIVE PLANNING HOLDCO	CP149682	EMAIL SECURITY	02/01/2024	32.00	.00
CREATIVE PLANNING HOLDCO	CP149687	WEBROOT	02/01/2024	30.67	.00
FIDELITY BANK & TRUST	2024 02 09	PSN MONTHLY FEE-CR CARD/D	02/09/2024	27.45	.00
OFFICE TOWNE INC	124777	TONER - YELLOW QTY 3	01/18/2024	187.49	.00
OFFICE TOWNE INC	124946	BLK TONER/BINDERS/CALC RIB	02/08/2024	81.83	.00
QUADIENT FINANCE USA INC	80284692 2024	POSTAGE 11/14/2023--1/16/2024	01/16/2024	443.52	443.52
STOREY KENWORTHY CORP	PINV1151080	1095 FORMS	01/29/2024	13.23	.00
U S POST OFFICE	2024 01 31	FEB WATER BILL POSTAGE	01/31/2024	382.65	382.65
Total 700-6200-65060 OFFICE SUPPLIES:				2,224.94	970.85
700-8310-63310 VEHICLE					
MIDWEST COLLISION CENTER I	5285	Meter Truck Repair	02/06/2024	1,554.43	.00
OELWEIN FUEL FUND	2024 01 15	FUEL JAN 01 2024 TO JAN 15 20	01/15/2024	62.22	.00
Total 700-8310-63310 VEHICLE:				1,616.65	.00
700-8310-63810 UTILITIES					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	01/29/2024	558.50	558.50
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	65.73	65.73
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	33.71	33.71
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	56.91	.00
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	35.15	.00
ALLIANT ENERGY	9707011000 20	GAS SERVICE	01/15/2024	59.74	59.74
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/14/2024	116.43	.00
Total 700-8310-63810 UTILITIES:				926.17	717.68
700-8310-64920 ONE CALL					
IOWA ONE CALL	258042	ONE CALLS	01/23/2024	4.50	.00
Total 700-8310-64920 ONE CALL:				4.50	.00
700-8310-65060 OFFICE SUPPLIES					
CREATIVE PLANNING HOLDCO	CP149699	CLOUD CONT DESKTOP	02/01/2024	28.00	.00
Total 700-8310-65060 OFFICE SUPPLIES:				28.00	.00
700-8310-67850 METER SYSTEM					
MUNICIPAL SUPPLY INC	899158-IN	Event Center Meter	02/19/2024	1,920.00	.00
Total 700-8310-67850 METER SYSTEM:				1,920.00	.00
700-8500-61990 EMPLOYEE PERSONNEL EXPENSE					
USABLUBOOK	INV00262593	Safety gloves	01/31/2024	89.06	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 700-8500-61990 EMPLOYEE PERSONNEL EXPENSE:				89.06	.00
700-8500-63310 VEHICLE					
OELWEIN FUEL FUND	2024 01 15	FUEL JAN 01 2024 TO JAN 15 20	01/15/2024	217.76	.00
RECALL AUTO PARTS LLC	550	Turn Signal Assembly	02/14/2024	416.22	.00
Total 700-8500-63310 VEHICLE:				633.98	.00
700-8500-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV81726	PRIORITIZING BANDWIDTH - UT	02/01/2024	49.75	.00
MEDIACOM COMMUNICATIONS	0003535 2024	PHONE/INTERNET SERVICE	02/16/2024	282.35	.00
RINGCENTRAL INC	CD_00074925	PHONE SERVICE	02/05/2024	55.46	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/02/2024	27.39	27.39
Total 700-8500-63730 COMMUNICATIONS:				414.95	27.39
700-8500-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	01/12/2024	7,099.13	7,099.13
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/13/2024	6,145.83	.00
ALLIANT ENERGY	9707011000 20	GAS SERVICE	01/15/2024	348.18	348.18
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/14/2024	334.56	.00
Total 700-8500-63810 UTILITIES:				13,927.70	7,447.31
700-8500-64950 CONTRACTS					
FOX STRAND INC	206428	PROJECT 7038.035 OEL CITY E	01/11/2024	2,675.89	.00
Total 700-8500-64950 CONTRACTS:				2,675.89	.00
700-8500-65041 EQUIPMENT					
GRAINGER	9008188154	Gasket set for boiler	02/05/2024	25.90	.00
O'REILLY AUTOMOTIVE STORE	0390-486058	Gear Puller	01/26/2024	89.99	.00
Total 700-8500-65041 EQUIPMENT:				115.89	.00
700-8500-65060 OFFICE SUPPLIES					
CREATIVE PLANNING HOLDCO	CP149514	PREMIUM OFFICE 365	02/01/2024	25.00	.00
Total 700-8500-65060 OFFICE SUPPLIES:				25.00	.00
700-8500-65070 SUPPLIES					
EUROFINS ENVIRONMENT TES	3100134562	WASTEWATER SAMPLES	01/31/2024	740.44	.00
FAREWAY STORES INC	412070	Distilled Water	01/19/2024	41.89	.00
GRAINGER	9007650683	Boiler circulation pump seal kit	02/02/2024	360.55	.00
NCL OF WISCONSIN INC	498756	LAB SUPPLIES	01/26/2024	99.20	.00
NCL OF WISCONSIN INC	498869	LAB SUPPLIES	01/30/2024	1,838.91	.00
O'REILLY AUTOMOTIVE STORE	0390-487470	Gasket Maker for WPCP	02/09/2024	21.98	.00
Total 700-8500-65070 SUPPLIES:				3,102.97	.00
706-8315-64070 ENGINEERING					
FOX STRAND INC	206426	PROJECT 7038.021 REED BED	01/11/2024	6,361.50	.00
FOX STRAND INC	207839	PROJECT 7038.021 REED BED	02/13/2024	2,142.75	.00
Total 706-8315-64070 ENGINEERING:				8,504.25	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Grand Totals:				611,019.04	354,014.02

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Check Number	Check Issue Date	Payee	Amount
59250	01/23/2024	TRAVIS MANNING	-117.48
60249	02/08/2024	MADISON HAVILL OR KARYLANN LEWIN	-156.74
61667	01/31/2024	HAWKEYE SOW CENTERS	82.80
61668	01/31/2024	THERESA LOBAN	121.76
61669	01/31/2024	LUIS CARLOS RIVERA CABARLLER	72.79
61676	02/08/2024	CITY OF OELWEIN	156.74
61684	02/12/2024	SHAWANA BRATTEN	20.00
61685	02/12/2024	JAMES RICCHIO	20.00
61686	02/12/2024	BRE HARTSOCK	20.00
61687	02/12/2024	MIMI NISSEN	20.00
61688	02/12/2024	CHANTEL HALL	15.00
61697	02/21/2024	DALE LOWE	108.00
61698	02/21/2024	PAUL BURKHALTER	12.00
61699	02/21/2024	MIKE BOLTON	156.87
61700	02/21/2024	LISA CROUX	156.12
61701	02/21/2024	EPM IOWA LLC	155.55
61702	02/21/2024	JARED LADEBURG	156.75
61703	02/21/2024	DUSTIN NEWTON	156.86
61704	02/21/2024	JOSE ROSALES	100.00
61705	02/21/2024	JORDAN GALLMEYER	152.36
61706	02/21/2024	JONATHAN DUMIRE	151.43
61708	02/22/2024	JESSICA BURKHART	406.13
Grand Totals:			1,966.94

Check Number	Check Issue Date	Payee	Check Amount		
59250	01/23/2024	TRAVIS MANNING	-117.48		
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
	1		Void - REFUND CAMPGROUND FEES	001-4320-64915	-117.48
60249	02/08/2024	MADISON HAVILL OR KARYLANN LEWIN	-156.74		
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
	1		Void - REFUND WATER DEPOSIT	620-8130-64912	-150.00
	2		Void - REFUND INTEREST	620-8130-68515	-6.74
61667	01/31/2024	HAWKEYE SOW CENTERS	82.80		
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
	1		REFUND WATER DEPOSIT	620-8130-64912	78.37
	2		REFUND INTEREST	620-8130-68515	4.43
61668	01/31/2024	THERESA LOBAN	121.76		
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
	1		REFUND WATER DEPOSIT	620-8130-64912	119.19
	2		REFUND INTEREST	620-8130-68515	2.57
61669	01/31/2024	LUIS CARLOS RIVERA CABARLLER	72.79		
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
	1		REFUND WATER DEPOSIT	620-8130-64912	68.67
	2		REFUND INTEREST	620-8130-68515	4.12
61676	02/08/2024	CITY OF OELWEIN	156.74		
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
	1		REFUND WATER DEPOSIT - HAVILL	620-8130-64912	150.00
	2		REFUND INTEREST	620-8130-68515	6.74
61684	02/12/2024	SHAWANA BRATTEN	20.00		
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
	1		REFUND SOCCER REG. FEES	001-4400-64915	20.00
61685	02/12/2024	JAMES RICCHIO	20.00		
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
	1		REFUND SOCCER REG. FEES	001-4400-64915	20.00
61686	02/12/2024	BRE HARTSOCK	20.00		
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
	1		REFUND SOCCER REG. FEES	001-4400-64915	20.00
61687	02/12/2024	MIMI NISSEN	20.00		
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
	1		REFUND SOCCER REG. FEES	001-4400-64915	20.00
61688	02/12/2024	CHANTEL HALL	15.00		

Check Number	Check Issue Date	Payee	Check Amount	
Sequence	Source	Description	GL Account	
Amount				
	1	REFUND SOCCER REG. FEES	001-4400-64915	15.00
61697	02/21/2024	DALE LOWE		108.00
Sequence	Source	Description	GL Account	Amount
	1	REFUND MEMBERSHIP OVERCHARGED SINGLE VS	680-8220-64915	108.00
61698	02/21/2024	PAUL BURKHALTER		12.00
Sequence	Source	Description	GL Account	Amount
	1	REFUND MEMBERSHIP - INS NOW COVERS	680-8220-64915	12.00
61699	02/21/2024	MIKE BOLTON		156.87
Sequence	Source	Description	GL Account	Amount
	1	REFUND WATER DEPOSIT	620-8130-64912	150.00
	2	REFUND INTEREST	620-8130-68515	6.87
61700	02/21/2024	LISA CROUX		156.12
Sequence	Source	Description	GL Account	Amount
	1	REFUND WATER DEPOSIT	620-8130-64912	150.00
	2	REFUND INTEREST	620-8130-68515	6.12
61701	02/21/2024	EPM IOWA LLC		155.55
Sequence	Source	Description	GL Account	Amount
	1	REFUND WATER DEPOSIT	620-8130-64912	150.00
	2	REFUND INTEREST	620-8130-68515	5.55
61702	02/21/2024	JARED LADEBURG		156.75
Sequence	Source	Description	GL Account	Amount
	1	REFUND WATER DEPOSIT	620-8130-64912	150.00
	2	REFUND INTEREST	620-8130-68515	6.75
61703	02/21/2024	DUSTIN NEWTON		156.86
Sequence	Source	Description	GL Account	Amount
	1	REFUND WATER DEPOSIT	620-8130-64912	150.00
	2	REFUND INTEREST	620-8130-68515	6.86
61704	02/21/2024	JOSE ROSALES		100.00
Sequence	Source	Description	GL Account	Amount
	1	REFUND OVERPMT ON ACCT - 12 6TH AVE NE	999-1111	100.00
61705	02/21/2024	JORDAN GALLMEYER		152.36
Sequence	Source	Description	GL Account	Amount
	1	REFUND WATER DEPOSIT	620-8130-64912	150.00
	2	REFUND INTEREST	620-8130-68515	2.36
61706	02/21/2024	JONATHAN DUMIRE		151.43
Sequence	Source	Description	GL Account	Amount

Check Number	Check Issue Date	Payee	Check Amount		
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
	1		REFUND WATER DEPOSIT	620-8130-64912	150.00
	2		REFUND INTEREST	620-8130-68515	1.43
61708	02/22/2024	JESSICA BURKHART			406.13
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
	1		REIMBURSEMENT AMAZON RACKETS	680-8220-65041	115.52
	2		REIMBURSEMENT AMAZON PICKELBALLS/RACQUE	680-8220-65041	65.09
	3		REIMBURSEMENT AMAZON BASKETBALLS	001-4400-65240	97.37
	4		REIMBURSEMENT AMAZON BASKETBALLS	680-8220-65041	128.15
Grand Totals:					<u>1,966.94</u>

Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	1,214,513.16	148,394.74	236,022.79	(916.67)	1,125,968.44	
051 County Emergency Manage	4,043.24	708.22	-	-	4,751.46	
110 Road Use Tax	595,783.70	69,303.06	40,053.72	-	625,033.04	
112 Trust and Agency	522,167.15	30,213.62	87,468.92	-	464,911.85	
113 Flex Spending	1,436.73	1,587.28	1,587.28	-	1,436.73	1,436.73
119 Emergency	22,712.54	1,298.32	-	-	24,010.86	
120 Sidewalks Repaired/Replaced	-	-	-	-	-	
121 Sales Tax	440,344.28	60,584.49	-	-	500,928.77	
122 Hotel/Motel Tax	45,661.65	112.57	1,500.63	-	44,273.59	
123 Gas-Electric Franchise Fee	526,443.79	4,623.84	38,875.00	(22,217.00)	469,975.63	
124 Library Bequest	382,553.13	1,302.89	7,506.79	-	376,349.23	
126 Downtown TIF	142,550.10	624.15	-	-	143,174.25	
127 Industrial Park TIF	-	-	-	-	-	
128 Ind Park SubFund TIF East Penn	976,932.11	2,408.04	-	-	979,340.15	
132 DARE	2,014.02	-	739.00	-	1,275.02	
136 Trees Forever	8,635.15	-	-	-	8,635.15	
146 Oelwein Housing Revolving Loan Fund	103,052.99	253.82	-	-	103,306.81	
160 Econ Dev (\$12,500 Wellness Res)	659,387.62	1,632.50	8,014.72	-	653,005.40	
161 IRP Revolving Loan	257,082.69	18,156.70	998.47	-	274,240.92	274,240.92
162 Downtown Business Grants	160,094.44	394.62	-	-	160,489.06	
167 Oelwein Volunteer Fire Dept	20,747.95	-	-	916.67	21,664.62	
177 Forfeit Assets	2,622.94	377.42	-	-	3,000.36	
200 Debt Service	566,413.25	14,036.93	-	22,217.00	602,667.18	
201 Water Bondsinking	229,331.04	559.52	-	29,090.00	258,980.56	
202 Sewer Bondsinking	434,377.94	1,055.58	-	57,590.00	493,023.52	
205 Special Assessments	45,500.90	1,208.96	-	-	46,709.86	
214 2016A GO UR ED Bond Ind Pk Land	-	-	-	-	-	
282 CDBG Housing Rehab	-	-	-	-	-	
286 2016B GO Bond (Rise City Port)	-	-	-	-	-	
287 2020 GO Bond	8,302.67	-	-	-	8,302.67	
288 2016D Water Revenue Bond	-	-	-	-	-	
301 HMGP 4483 GRANT	30,500.00	-	-	-	30,500.00	
302 Oelwein Housing Teardown	18,571.95	-	111,695.00	-	(93,123.05)	
305 Airport Grant	(46,865.01)	-	-	-	(46,865.01)	
307 Tri Park Trail Extensions	861,817.12	2,124.29	1,557.20	-	862,384.21	
310 Plaza Park Expansion (OCAD Project)	(351,836.91)	52,793.00	-	-	(299,043.91)	
314 Dry Run Creek Flooding	(36,615.84)	-	19,665.00	-	(56,280.84)	
360 Cares Act NE Sewer Replacement	12,069.98	52,537.02	111,242.78	-	(46,635.78)	
385 Water Main Rpl 1 Av NE 5 & 12 Av SE	(5,710.36)	-	68.75	-	(5,779.11)	
386 42 Well Rehab	-	-	-	-	-	
387 '23 HMA Paving Imp 1st 12th SF Evnt	385,529.19	992.15	853.55	-	385,667.79	
393 2022 Go Bond Construction City Hall	347,822.49	857.34	-	-	348,679.83	
397 Railroad Grant-Viaduct	25,837.51	12,563.68	19,629.48	-	18,771.71	
501 Cemetery Perp Care	295,932.80	0.25	-	-	295,933.05	2,933.05
600 Water (2016D Reserve \$67,000)	935,740.44	119,314.30	76,254.70	(29,090.00)	949,710.04	
601 Water Infrastructure Fee	11,412.60	12.88	-	-	11,425.48	
620 Customer Water Deposits	139,342.33	2,700.00	1,800.00	-	140,242.33	
640 Fuel	15,003.04	2,551.68	19,374.87	-	(1,820.15)	
670 Landfill	174,853.79	120,589.38	80,072.87	-	215,370.30	
671 Recycling	52,382.39	31,868.58	18,287.11	-	65,963.86	
672 ROW Trees Utility Fee	22,092.67	8,315.61	14,335.55	-	16,072.73	
680 Wellness Center	42,692.23	26,941.25	42,375.04	-	27,258.44	
700 Sewer/Waste Treatment	1,384,894.34	141,656.22	92,371.09	(57,590.00)	1,376,589.47	
701 Sewer Infrastructure Fee	23.31	1.36	-	-	24.67	
706 Reed Bed Exp - EQ Liner	(13,456.39)	-	3,343.22	-	(16,799.61)	
	11,674,738.85	934,656.26	1,035,693.53		11,573,701.58	

Item 3.

1,436.73

274,240.92

2,933.05

Fidelity 999-1003 and Community 999-1004 Money Market Accounts 3,714,653.30
 CD'S Fidelity 999-1113, Community 999-1114 Cemetery 501-1001 6,593,000.00
 Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002 278,610.70
 Unapplied Accounts Receivable -
 Balance Checking Account 999-1000 987,437.58
 Payroll Liabilities -

11,573,701.58 11,573,701.58

Signature: Daryl Mulg Date: 2/1/24

1/1/2024

1/31/2024

12/31/2023

revenue	expense	transfer in	transfer out	
001-___-4	001-___-6	001-___-49	001-___-69	-
051-___-4	051-___-6	051-___-49	051-___-69	-
110-___-4	110-___-6	110-___-49	110-___-69	-
112-___-4	112-___-6	112-___-49	112-___-69	(0.00)
113-___-4	113-___-6	113-___-49	113-___-69	-
119-___-4	119-___-6	119-___-49	119-___-69	-
120-___-4	120-___-6	120-___-49	120-___-69	-
121-___-4	121-___-6	121-___-49	121-___-69	-
122-___-4	122-___-6	122-___-49	122-___-69	(0.00)
123-___-4	123-___-6	123-___-49	123-___-69	0.00
124-___-4	124-___-6	124-___-49	124-___-69	-
126-___-4	126-___-6	126-___-49	126-___-69	(0.00)
127-___-4	127-___-6	127-___-49	127-___-69	-
128-___-4	128-___-6	128-___-49	128-___-69	0.00
132-___-4	132-___-6	132-___-49	132-___-69	-
136-___-4	136-___-6	136-___-49	136-___-69	-
146-___-4	146-___-6	146-___-49	146-___-69	-
160-___-4	160-___-6	160-___-49	160-___-69	-
161-___-4	161-___-6	161-___-49	161-___-69	-
162-___-4	162-___-6	162-___-49	162-___-69	-
167-___-4	167-___-6	167-___-49	167-___-69	(916.67)
177-___-4	177-___-6	177-___-49	177-___-69	-
200-___-4	200-___-6	200-___-49	200-___-69	(22,217.00)
201-___-4	201-___-6	201-___-49	201-___-69	(29,090.00)
202-___-4	202-___-6	202-___-49	202-___-69	(57,590.00)
205-___-4	205-___-6	205-___-49	205-___-69	-
214-___-4	214-___-6	214-___-49	214-___-69	-
282-___-4	282-___-6	282-___-49	282-___-69	-
286-___-4	286-___-6	286-___-49	286-___-69	-
287-___-4	287-___-6	287-___-49	287-___-69	-
288-___-4	288-___-6	288-___-49	288-___-69	-
301-___-4	301-___-6	301-___-49	301-___-69	-
302-___-4	302-___-6	302-___-49	302-___-69	-
305-___-4	305-___-6	305-___-49	305-___-69	-
307-___-4	307-___-6	307-___-49	307-___-69	-
310-___-4	310-___-6	310-___-49	310-___-69	-
314-___-4	314-___-6	314-___-49	314-___-69	-
360-___-4	360-___-6	360-___-49	360-___-69	-
385-___-4	385-___-6	385-___-49	385-___-69	-
386-___-4	386-___-6	386-___-49	386-___-69	-
387-___-4	387-___-6	387-___-49	387-___-69	-
393-___-4	393-___-6	393-___-49	393-___-69	-
397-___-4	397-___-6	397-___-49	397-___-69	-
501-___-4	501-___-6	501-___-49	501-___-69	-
600-___-4	600-___-6	600-___-49	600-___-69	-
601-___-4	601-___-6	601-___-49	601-___-69	0.00
620-___-4	620-___-6	620-___-49	620-___-69	-
640-___-4	640-___-6	640-___-49	640-___-69	(0.00)
670-___-4	670-___-6	670-___-49	670-___-69	-
671-___-4	671-___-6	671-___-49	671-___-69	-
672-___-4	672-___-6	672-___-49	672-___-69	-
680-___-4	680-___-6	680-___-49	680-___-69	-
700-___-4	700-___-6	700-___-49	700-___-69	-
701-___-4	701-___-6	701-___-49	701-___-69	(0.00)
706-___-4	706-___-6	706-___-49	706-___-69	-

(109,813.67)

987,437.58	9991000 Checking
0.00	9991111 Utility
0.00	9991112 Accounts Receivable
0.00	0012120 payroll liabilities
0.00	___-2020 accounts payable

Revenue check - should equal transfers

987,437.58

Ckg Bal to match
Col I Line 62

001-1301

Item 3.

Ownership Updates Application (App-195891) For (LG0000514)

License or Permit Type

License or Permit Type

Length of License Requested

Class B Retail Alcohol License

12 Month

Tentative Effective Date

Tentative Expiration Date

2023-05-28

2024-05-27

Privileges / Sub-Permits Information

Privileges

Sub-Permits

Premises Information

Business Information

*** (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)**

KWIK TRIP, INC.

*** (required) Name of Business (D/B/A)**

Kwik Star #665

Indicate how the business will be operated

Corporation

*** (required) Federal Employer ID #**

39-1036365

*** (required) Business Number of Secretary of State**

106706

Premises Information

Address of Premises:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

10 1st Ave SE,Oelwein,Iowa,Fayette

Search by a location name or address to automatically populate the address fields below (optional)

*** (required) Premises Street**

10 1st Ave SE

Premises Suite/Apt Number

*** (required) Premises City**

Oelwein

Premises State

Iowa

*** (required) Premises Zip/Postal Code**

50662

Premises County

Fayette

*** (required) Local Authority (Select the Local Authority which has jurisdiction over the premises where operations will be conducted)**

City of Oelwein

Control of Premises

Own

*** (required) # of Floors:**

1

Premises Type

Convenience Store

Does your premises conform to all local and state health, fire and building laws and regulation?

Yes

Does or will your licensed location wholesale alcoholic beverages to on-premises retail alcohol licensees?

Yes

*** (required) The total square footage of the entire retail sales area plus any alcoholic beverage storage areas of the business. This includes areas of walk-in alcoholic beverage coolers that are accessible to the public.**

1,738

Contact Information

*** (required) Contact Name**

Deanna Hafner

*** (required) Business**

(required) Extension

(319) 283-2113

*** (required) Email Address**

dhafner@kwiktrip.com

*

*** (required) Phone**

(required) Extension

(008) 793-6262

Same as Premises Address

Mailing Address:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

1626 Oak St,La Crosse,Wisconsin,LaCrosse

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

1626 Oak St

Mailing Suite/Apt Number

PO Box 2107

Mailing City

La Crosse

Mailing State

Wisconsin

Mailing Zip/Postal Code

54602

Mailing County

LaCrosse

Ownership

Scott Zietlow

Position: Owner

SSN: XXX-XX-0467

US Citizen: Yes

Ownership: 100%

DOB: 12/15/1957

David Wagner

Position: Treasurer

SSN: XXX-XX-9428

US Citizen: Yes

Ownership: 0%

DOB: 10/05/1965

Thomas Reinhart

Position: Secretary

SSN: XXX-XX-9524

US Citizen: Yes

Ownership: 0%

DOB: 02/15/1954

Criminal History Information

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law (not including traffic violations, except those that are alcohol related)?

No

Local Authority Information

Extension

*** (required) Daytime Phone for**

- Local Authority

(319) 283-5440

Was a DCI background check run?

No

*** (required) Local Authority Email Address**

deputyclerk@cityofelwein.org

Comments

Document Upload Information

<p>DOCUMENT NAME</p> <p>Sketch</p> <p>UPLOADED DOCUMENTS</p> <p>ADDITIONAL COMMENTS</p>
<p>DOCUMENT NAME</p> <p>Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement)</p> <p>**Purchase agreements not accepted</p> <p>UPLOADED DOCUMENTS</p> <p>ADDITIONAL COMMENTS</p>
<p>DOCUMENT NAME</p> <p>TTB Basic Permit</p> <p>UPLOADED DOCUMENTS</p> <p>ADDITIONAL COMMENTS</p>

Ownership Updates Application (App-195892) For (LE0003935)

License or Permit Type

License or Permit Type

Length of License Requested

Class E Retail Alcohol License

12 Month

Tentative Effective Date

Tentative Expiration Date

2023-10-03

2024-10-02

Privileges / Sub-Permits Information

Privileges

Sub-Permits

Premises Information

Business Information

*** (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)**

KWIK TRIP, INC.

*** (required) Name of Business (D/B/A)**

Kwik Star #1156

Indicate how the business will be operated

Corporation

*** (required) Federal Employer ID #**

39-1036365

*** (required) Business Number of Secretary of State**

106706

Premises Information

Address of Premises:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

1350 Industrial Park Dr,Oelwein,Iowa,Fayette

Search by a location name or address to automatically populate the address fields below (optional)

*** (required) Premises Street**

1350 Industrial Park Dr

Premises Suite/Apt Number

*** (required) Premises City**

Oelwein

Premises State

Iowa

*** (required) Premises Zip/Postal Code**

50662

Premises County

Fayette

*** (required) Local Authority (Select the Local Authority which has jurisdiction over the premises where operations will be conducted)**
City of Oelwein

Control of Premises

Own

Are other liquor, wine or beer businesses accessible from the interior of your premises?

No

*** (required) # of Floors:**

1

Premises Type

Convenience Store

Does your premises conform to all local and state health, fire and building laws and regulation?

Yes

Does or will your licensed location wholesale alcoholic beverages to on-premises retail alcohol licensees?

Yes

*** (required) The total square footage of the entire retail sales area plus any alcoholic beverage storage areas of the business. This includes areas of walk-in alcoholic beverage coolers that are accessible to the public.**

4,160

Do you have a separate premises for the sale of alcoholic liquor (spirits)?

No

Hours of Operation: Beginning

12:00 AM

Hours of Operation: Ending

11:59 PM

Hours deliveries may be received: Beginning

6:00 AM

Hours deliveries may be received: Ending

6:00 PM

Are the hours of deliveries flexible?

Yes

Contact Information

* (required) Contact Name

Deanna Hafner

* (required) Business

(required) Extension Phone (319) 636-7100

* (required) Email Address

dhafner@kwiktrip.com

* (required) Phone

(required) Extension (008) 793-6262

Same as Premises Address

Mailing Address:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

1626 Oak St,La Crosse,Wisconsin,LaCrosse

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

Mailing Suite/Apt Number

1626 Oak St

PO Box 2107

Mailing City

La Crosse

Mailing State

Wisconsin

Mailing Zip/Postal Code

54603

Mailing County

LaCrosse

Ownership

Scott Zietlow

Position: Owner

SSN: XXX-XX-0467

US Citizen: Yes

Ownership: 100%

DOB: 12/14/1957

David Wagner

Position: Treasurer

SSN: XXX-XX-9428

US Citizen: Yes

Ownership: 0%

DOB: 10/05/1965

Thomas Reinhart

Position: Secretary

SSN: XXX-XX-9524

US Citizen: Yes

Ownership: 0%

DOB: 02/15/1954

Criminal History Information

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law (not including traffic violations, except those that are alcohol related)?

No

Local Authority Information

Extension

* (required) Daytime Phone for

Local Authority

(319) 283-5440

Was a DCI background check run?

* (required) Local Authority Email Address

deputyclerk@cityoffoelwein.org

Comments

Document Upload Information

<p>DOCUMENT NAME</p> <p>Sketch</p> <p>UPLOADED DOCUMENTS</p> <p>ADDITIONAL COMMENTS</p>
<p>DOCUMENT NAME</p> <p>Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement)</p> <p>**Purchase agreements not accepted</p> <p>UPLOADED DOCUMENTS</p> <p>ADDITIONAL COMMENTS</p>
<p>DOCUMENT NAME</p> <p>TTB Basic Permit</p> <p>UPLOADED DOCUMENTS</p> <p>ADDITIONAL COMMENTS</p>

Ordinance 1211

AN ORDINANCE AMENDING CHAPTER 19 – ANIMALS AND FOWL -
Section 19-3 Bother Some Animals; Addition of Section 19-12 Chicken on
Residential Property

BE IT ORDAINED by the City Council of the City of Oelwein, Iowa, as follows:

Section 1. That Chapter 19 of the City Code of the City of Oelwein, Iowa, be amended by removing section 19-3 and replacing with the following language:

19-3 BOTHERSOME ANIMALS

A) It is unlawful for a person to possess within residential areas of the City bothersome animals such as bees, cattle, horses, goats, swine, sheep, fowl, excluding hen chickens if otherwise possessed in accordance with the City Code, and further excluding fowl kept in bird cages as a pet inside the principal Dwelling as defined by Chapter 25 of this Code of Ordinances, with allowable pets to never include chicken, geese, duck, and other common domestic or state protected birds, donkey, alpaca, buffalo, llama, any other domesticated livestock, or feral cats. The possession of bothersome animals within residential areas shall only be allowed for educational purposes on public school property.

1. Gerbils, hamsters, guinea pigs, rabbits, mice, exotic birds, snakes, insects, lizards, and other similar animals that are normally sold at pet stores and maintained as household pets and maintained in an enclosure inside a principal or accessory structure are not considered a bothersome animal, but may be excluded under other provisions of the City Code of Ordinances.

Section 2. That Chapter 19 of the City Code of the City of Oelwein, Iowa, be amended by adding the following language:

19-12 CHICKEN ON RESIDENTIAL PROPERTY

Chicken on residential property shall abide by the following:

1. Be kept in an enclosure which is fully enclosed on all sides and top.
 - i. 4 square feet of space minimum provided per chicken.

- ii. Enclosures must be in rear yard and may occupy a max of 100 square feet of ground space.
 - iii. Enclosures shall be maintained to be aesthetically and structurally sound; and be made of weather-resistant materials.
2. A maximum of ten hens shall be allowed on a property.
3. Be female chickens(hens). Roosters are prohibited.
4. Enclosures must be kept in a clean, dry, odor-free, neat and sanitary condition at all times. Odors from chickens, chicken manure or other chicken related substances shall not be perceptible beyond the boundaries of the property.
5. Chickens shall be provided with access to feed and clean water. The feed and water shall be unavailable to rodents, wild birds, and predators.
6. No person shall keep chickens inside a single-family dwelling unit, multi family dwelling unit(s) or rental unit.
7. No chickens are allowed to run at large.
8. Noise from chickens shall not be loud enough beyond the boundaries of the property to disturb persons of reasonable sensitivity.

Section 3. 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 4. Effective Date. Effective March 25, this ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the Council this 25th day of March, 2024.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded March 26, 2024.

Second Reading on March 11, 2024:
It was moved by _____ and seconded by _____
that the Ordinance as read be adopted (or to suspend
the rules), and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

Weber
Garrigus
Lenz
Ricchio
Seeders
Payne

First Reading on February 26, 2024:
It was moved by _____ and seconded by _____
that the Ordinance as read be adopted, and upon roll
call there were:

AYES NAYS ABSENT ABSTAIN

Weber
Garrigus
Lenz
Ricchio
Seeders
Payne

Third Reading on March 25, 2024 It was moved by
_____ and seconded by _____ that the
Ordinance as read be adopted (or to suspend the
rules) and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

Weber
Garrigus
Lenz
Ricchio
Seeders
Payne

RESOLUTION NO. _____-2024

RESOLUTION APPROVING AN AGREEMENT FOR BOND SERVICES WITH DORSEY & WHITNEY LLP IN THE AMOUNT OF \$13,500 FOR THE FY2025 10TH STREET BRIDGE BOND

WHEREAS, the City of Oelwein is working toward a bond for the 10th Street Bridge; and

WHEREAS, the city must work with a bonding attorney to sell a bond at market; and

WHEREAS, this process cost \$13,500 with Dorsey and Whitney LLP out of Des Moines, Iowa; and

WHEREAS, this bond will pay off the new bridge to be constructed on 10th Street;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves an agreement for bond services with Dorsey & Whitney LLP in the amount of \$13,500 for the FY2025 10th Street Bridge Bond.

Passed and approved this 26 day of February, 2024.

Brett DeVore, Mayor

It was moved by _____ and seconded by _____ that the Resolution as read be adopted, and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

Dylan Mulfinger, City Administrator

Recorded February 27, 2024.

February 19, 2024

VIA E-MAIL

Dylan Mulfinger
City Administrator/City Hall
Oelwein, Iowa

Re: Oelwein, Iowa
General Obligation Bridge Improvement Bonds, Series 2024

Dear Dylan:

I am writing to explain our role as Bond Counsel for the City's proposed General Obligation borrowing. It is our understanding that the City will issue General Obligation Bridge Improvement Bonds (the "Bonds") in the approximate principal amount of \$1,450,000 into the municipal bond market through a competitive sale to be facilitated by Speer Financial, Inc., the City's municipal advisor (the "Municipal Advisor").

As Bond Counsel, it is our responsibility to provide legal representation to the City with respect to the authorization of the issuance of the Bonds. In serving the City as Bond Counsel, we will prepare appropriate resolutions, notices, agreements, filings and closing certificates, consult with the Municipal Advisor, and undertake such additional duties as we deem necessary to help the City through this transaction. At closing of the Bond issue, assuming the proper conditions are in place, we will deliver our Bond Counsel opinion that (1) the Bonds are valid and binding general obligations of the City, and (2) the interest paid on the Bonds will be excluded from gross income for federal income tax purposes.

In performing our services as Bond Counsel our sole client in this matter will be the City of Oelwein. We will not represent any other party in this financing and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City of Oelwein.

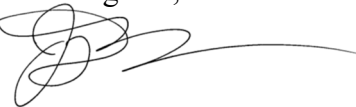
It is important to note that we have not been engaged to serve as "disclosure counsel" to the City, which would cover in-depth legal work with respect to securities law regulations related to the Bonds and the official statement which will be drafted to facilitate their sale. This means that while we will review and comment on the portions of the official statement that are pertinent to our role as Bond Counsel (particularly tax related matters, state law authority related matters and collateralization related matters), we will not engage in a due diligence process to (i) investigate the accuracy of financial data contained therein, or (ii) to discover any bond holder risks that are unknown to us. We will not be responsible for the preparation of Appendix A to the Official Statement, but we will coordinate with the Municipal Advisor as they prepare that portion of the document. Furthermore, we will not be giving a legal opinion with respect to any aspects of the official statement. Please be aware that we are available to provide these additional services should the City desire to expand the scope of our representation. Please let me know if you would like to discuss this.

Page 2

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake, (iii) the time we anticipate devoting to the project, and (iv) the responsibilities we assume, we estimate that our aggregate fees and expenses for legal services as Bond Counsel will be \$13,500. We typically bill for our services after closing of the Bond issue, but we reserve the right to bill for the value of our time invested in the representation if closing has not occurred by July 1, 2024.

After this arrangement is approved on behalf of the City, please have this letter executed in the space below and email an executed copy to lemke.susan@dorsey.com. If you have questions, please call me.

We look forward to working with you. Thank you for the opportunity to serve the City.

Best regards,

John P. Danos

JPD/sl

I understand and agree to the arrangements stated above.

CITY OF OELWEIN, IOWA

BY: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

Date: _____

February 19, 2024

Via Email

Dylan Mulfinger
City Administrator/City Hall
Oelwein, Iowa

Re: 2024 General Obligation Bridge Improvement Loan Agreement
Our File No. 421044-NEW

Dear Dylan:

We have prepared and attach proceedings to be used at the February 26, 2024 City Council meeting to enable the City Council to set March 11, 2024 as the date for the hearing on the General Obligation Bridge Improvement Loan Agreement (the “Loan Agreement”) to be entered into with respect to the issuance of a General Obligation Bridge Improvement Bonds, Series 2024.

The documents attached include the following items:

1. Resolution fixing the date, time and place of the meeting at which it is proposed to hold the hearing and take action on the proposal to enter into the Loan Agreement. The form of notice of hearing is set out in Section 2 of the resolution. Please print an extra copy for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice.
2. Attestation Certificate with respect to the validity of the transcript.
3. Organization Certificate.
4. Publication Certificate with respect to publication of the notice, to which must be attached the publisher’s affidavit of publication with a clipping of the notice as published.

The notice must be published at least once, not less than four (4) and not more than twenty (20) days before the March 11th meeting date set for the hearing, in a legal newspaper which has a general circulation in Oelwein. **The last date on which this notice can be effectively published is Thursday, March 7, 2024.**

Please scan and email a copy of the published notice to lemke.susan@dorsey.com as soon as it appears in the newspaper. As soon as possible after the City Council meeting, please return one fully executed copy of these proceedings.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Barb Rigdon
Kaylonna McKee
Speer Financial, Inc.
Diana VanVleet

MINUTES TO SET DATE FOR HEARING ON PROPOSAL TO ENTER INTO A LOAN AGREEMENT

421044-NEW

Oelwein, Iowa

February 26, 2024

The City Council of the City of Oelwein, Iowa, met on February 26, 2024, at 6 o'clock p.m., at the Oelwein Council Chambers, Oelwein, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present:

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes:

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Administrator

RESOLUTION NO. _____-2024

Resolution setting the date for public hearing on proposal to enter into a General Obligation Bridge Improvement Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$1,500,000

WHEREAS, the City of Oelwein (the "City"), in Fayette County, State of Iowa, proposes to enter into a general obligation bridge improvement loan agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$1,500,000 for the purpose of paying the costs, to that extent, of constructing bridge and related infrastructure improvements (the "Project"); and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Oelwein, Iowa, as follows:

Section 1. This City Council shall meet on March 11, 2024, at the Oelwein City Council Chambers, Oelwein, Iowa, at 6 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A
LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL
AMOUNT NOT TO EXCEED \$1,500,000

(GENERAL OBLIGATION)

The City Council of the City of Oelwein, Iowa (the “City”), will meet on March 11, 2024, at the Oelwein City Council Chambers, Oelwein, Iowa, at 6 o’clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$1,500,000 for the purpose of paying the costs, to that extent, of constructing bridge and related infrastructure improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Oelwein, Iowa.

Dylan Mulfinger
City Administrator

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$1,500,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project has heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved this February 26, 2024.

Mayor

Attest:

City Administrator

ATTESTATION CERTIFICATE

STATE OF IOWA
FAYETTE COUNTY
CITY OF OELWEIN

SS:

I, the undersigned, City Administrator of the City of Oelwein, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for additional action on the City's proposal to enter into a certain loan agreement, as referred to therein.

WITNESS MY HAND this 26 day of February, 2024.

City Administrator

ORGANIZATION CERTIFICATE

STATE OF IOWA
FAYETTE COUNTY
CITY OF OELWEIN

SS:

I, the undersigned City Administrator, do hereby certify that the City of Oelwein is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

- Brett DeVore _____, Mayor
- Dylan Mulfinger _____, City Administrator
- Barbara Rigdon _____, City Clerk
- Matthew Weber _____, Council Member/Mayor Pro Tem
- Karen Seeders _____, Council Member
- Anthony Ricchio _____, Council Member
- Dave Lenz _____, Council Member
- Dave Garrigus _____, Council Member
- Lynda Payne _____, Council Member

WITNESS MY HAND this 26 day of February, 2024.

City Administrator

PUBLICATION CERTIFICATE

(PLEASE NOTE: Please do not date and return this certificate until you have received the publisher’s affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
FAYETTE COUNTY
CITY OF OELWEIN

SS:

I, the undersigned, City Clerk of the City of Oelwein, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into a certain loan agreement, the notice, of which the printed slip attached to the publisher’s affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

(Attach here the publisher’s original affidavit with clipping of the notice, as published.)

RESOLUTION NO. _____-2023

RESOLUTION APPROVING PAY APPLICATION NO. 2 IN THE AMOUNT OF \$116,890.28 TO SHIFT COMPANIES FOR OELWEIN REED BED EXPANSION AND EQ BASIN LINER

WHEREAS, the City of Oelwein has made progress on the Oelwein Reed Bed Expansion and EQ Liner,

WHEREAS, the pay application number 2 will cost \$116,890.28; and

WHEREAS, the project has been designed and administered by Fox Strand;

WHEREAS, the contractor is Shift Companies;

WHEREAS, the work done on the project has been satisfactory; and

Now, therefore, be it resolved by the City Council of Oelwein, Iowa approves Pay Application No. 2 in the amount of \$116,890.28 for Oelwein Reed Bed Expansion and EQ Liner,

Passed and approved this 26th day of February, 2024.

Brett DeVore, Mayor

It was moved by _____ and seconded by _____ that the Resolution as read be adopted, and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

Dylan Mulfinger, City Administrator

February 27, 2024

Contractor's Application for Payment

Owner: <u>City of Oelwein, IA</u>	Owner's Project No.: <u>1-2023</u>
Engineer: <u>Fox Strand</u>	Engineer's Project No.: _____
Contractor: <u>Shift Companies</u>	Contractor's Project No.: <u>S2308</u>
Project: <u>Reed Bed Expansion and EQ Basin Liner Replacement</u>	
Contract: <u>1-2023</u>	
Application No.: <u>2</u>	Application Date: <u>2/5/2024</u> <u>2/19/2024</u>
Application Period: From <u>12/1/2024</u> to <u>2/5/2024</u>	<u>TAL</u>

1. Original Contract Price	\$	1,347,000.00
2. Net change by Change Orders	\$	40,000.00
3. Current Contract Price (Line 1 + Line 2)	\$	1,387,000.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	228,042.40
5. Retainage		
a. <u>5%</u> X <u>\$ 218,279.00</u> Work Completed =	\$	10,913.95
b. <u>5%</u> X <u>\$ 9,763.40</u> Stored Materials =	\$	488.17
c. Total Retainage (Line 5.a + Line 5.b)	\$	11,402.12
6. Amount eligible to date (Line 4 - Line 5.c)	\$	216,640.28
7. Less previous payments (Line 6 from prior application)	\$	99,750.00
8. Amount due this application	\$	116,890.28
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	1,170,359.72

Contractor's Certification

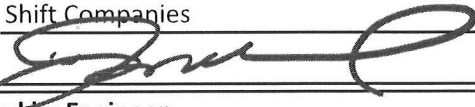
The undersigned Contractor certifies, to the best of its knowledge, the following:

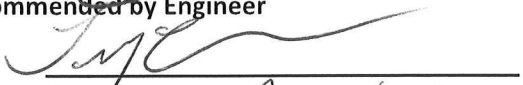
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Shift Companies

Signature:  **Date:** 2/5/2024

Recommended by Engineer	Approved by Owner
By: 	By: _____
Title: <u>Assistant Project Manager</u>	Title: <u>Brett DeVore, Mayor</u>
Date: <u>2/21/2024</u>	Date: <u>February 26, 2024</u>
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: <u>Dylan Mulfinger, City Administrator</u>
Date: _____	Date: <u>February 26, 2024</u>

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Oelwein, IA	Owner's Project No.:	1-2023
Engineer:	Fox Strand	Engineer's Project No.:	
Contractor:	Shift Companies	Contractor's Project No.:	S2308
Project:	Reed Bed Expansion and EQ Basin Liner Replacement		
Contract:	1-2023		

Application No.: 2 Application Period: From 12/01/24 to 02/05/24 Application Date: 02/05/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
1	MOBILIZATION	205,072.50	65,000.00	17,029.00		82,029.00	40%	123,043.50
2	ONSITE GRADING IMPORT AND EROSION CONTROL	160,000.00	40,000.00	40,000.00		80,000.00	50%	80,000.00
3	SITE UTILITIES	200,000.00				-	0%	200,000.00
4	SITE LINER EQ BASIN AND REED BED	202,500.00			9,763.40	9,763.40	5%	192,736.60
5	REED BED AGGREGATES AND PLANTS	200,000.00				-	0%	200,000.00
6	CONCRETE WALL AND RAMPS	170,000.00				-	0%	170,000.00
7	SLUDGE REMOVAL	75,000.00		56,250.00		56,250.00	75%	18,750.00
8	SITE ELECTRICAL AND FENCE	50,000.00				-	0%	50,000.00
9	ROCK PERIMETER ROAD	15,000.00				-	0%	15,000.00
Original Contract Totals		\$ 1,277,572.50	\$ 105,000.00	\$ 113,279.00	\$ 9,763.40	\$ 228,042.40	18%	\$ 1,049,530.10

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Oelwein, IA	Owner's Project No.:	1-2023
Engineer:	Fox Strand	Engineer's Project No.:	
Contractor:	Shift Companies	Contractor's Project No.:	52308
Project:	Reed Bed Expansion and EQ Basin Liner Replacement		
Contract:	1-2023		

Application No.: 2 Application Period: From 12/01/24 to 02/05/24 Application Date: 02/05/24

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
CO 1	CHANGE TO USE CWG	40,000.00				-	0%	40,000.00
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
Change Order Totals		\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,000.00
Original Contract and Change Orders								
Project Totals		\$ 1,317,572.50	\$ 105,000.00	\$ 113,279.00	\$ 9,763.40	\$ 228,042.40	17%	\$ 1,089,530.10

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Oelwein, IA	Owner's Project No.:	1-2023
Engineer:	Fox Strand	Engineer's Project No.:	
Contractor:	Shift Companies	Contractor's Project No.:	S2308
Project:	Reed Bed Expansion and EQ Basin Liner Replacement		
Contract:	1-2023		

Application No.: 2 Application Period: From 12/01/24 to 02/05/24 Application Date: 02/05/24

A	B	C	D	E	F	G	H	I	J	K	L			
Bid Item No.	Description	Item Quantity	Contract Information			Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)			
			Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)							
Original Contract														
10	REHAB SLUDGE PUMP	1.00	EA	30,000.00	30,000.00			-	-	0%	30,000.00			
11	REHAB UNDERDRAIN PIPE	225.00	LF	125.00	28,125.00			-	-	0%	28,125.00			
12	REPLACE REED BED PEA GRAVEL	55.00	CY	46.50	2,557.50			-	-	0%	2,557.50			
13	REPLACE REED BED ROCK LAYER	100.00	CY	87.45	8,745.00			-	-	0%	8,745.00			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
								-	-		-			
Original Contract Totals					\$	69,427.50		\$	-	\$	-	0%	\$	69,427.50

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Oelwein, IA	Owner's Project No.: 1-2023
Engineer: Fox Strand	Engineer's Project No.: _____
Contractor: Shift Companies	Contractor's Project No.: 52308
Project: Reed Bed Expansion and EQ Basin Liner Replacement	
Contract: 1-2023	

Application No.: 2 Application Period: From 12/01/24 to 02/05/24 Application Date: 02/05/24

A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information			Work Completed			Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Change Orders												
Change Order Totals					\$	-	\$	-	\$	-	\$	-
Original Contract and Change Orders												
Project Totals					\$	69,427.50	\$	-	\$	-	0%	\$ 69,427.50

Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Oelwein, IA	Owner's Project No.:	1-2023
Engineer:	Fox Strand	Engineer's Project No.:	
Contractor:	Shift Companies	Contractor's Project No.:	52308
Project:	Reed Bed Expansion and EQ Basin Liner Replacement		
Contract:	1-2023		

Application No.: 2 Application Period: From 12/01/24 to 02/05/24 Application Date: 02/05/24

A	B	C	D	E	F	Materials Stored			Incorporated in Work			M	
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount	Amount Stored this	Amount Stored to	Amount Previously	Amount	Total Amount	Materials Remaining in Storage (I-L) (\$)	
						Stored (\$)	Period (\$)	Date (G+H) (\$)	Incorporated in the Work (\$)	Incorporated in the Work this Period (\$)	Incorporated in the Work (J+K) (\$)		
4	23099	31 05 19.16-0001 00	T Lock Embedment Strips	Onsite	2		9,763.40	9,763.40			-	9,763.40	
											-	-	
											-	-	
											-	-	
											-	-	
											-	-	
											-	-	
											-	-	
											-	-	
											-	-	
											-	-	
											-	-	
											-	-	
											-	-	
											-	-	
											-	-	
											-	-	
											-	-	
											-	-	
Totals						\$	-	\$ 9,763.40	\$ 9,763.40	\$	-	\$ -	\$ 9,763.40

RESOLUTION NO. _____-2024

RESOLUTION APPROVING AN IOWA TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM APPLICATION

WHEREAS, the City of Oelwein is working toward the expansion and completion of their trail plan; and

WHEREAS, the Transportation Alternatives Set-Aside Program provides funding for trails; and

WHEREAS, this application covers segment four of the trail taking the trail to city park;

WHEREAS, this will be major addition to the trail system;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a n Iowa Transportation Alternatives Set-Aside Program Application

Passed and approved this 26th day of February, 2024.

Brett DeVore, Mayor

It was moved by _____ and seconded by _____ that the Resolution as read be adopted, and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

Dylan Mulfinger, City Administrator

Recorded February 27, 2024.

Iowa Transportation Alternatives Set-Aside Program Application

Please review the program guidance before completing this application.

https://iowadot.gov/systems_planning/Grant-Programs/Transportation-Alternatives

PART A – PROJECT SPONSOR INFORMATION					
Project Sponsor:	City of Oelwein				
Contact Name:	Joshua Johnson	Contact Title:	Park Superintendent		
Email Address:	jjohnson@cityfoelwein.org				
Street Address:	20 2 nd Ave SW				
City:	Oelwein	Zip Code:	50662	Phone Number:	319-283-0544
Unique Entity Identifier (UEI):		946303674			
<i>(To verify existing UEI or to register, go to System for Award Management at https://SAM.gov. The entity name associated with the UEI must match the entity listed on this application as the project sponsor.)</i>					
Metropolitan Planning Organization (MPO) or Regional Planning Affiliation (RPA):		RPA 1 – Upper Explorerland Regional Commission			
<i>(To identify your local MPO or RPA, go to https://iowadot.gov/systems_planning/Grant-Programs/Transportation-Alternatives)</i>					

PART B – PROJECT INFORMATION	
Project Title.	Oelwein Municipal Urban Trail System – Segment 4
Project Description.	<p>The project description entered in the space below should include summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project. For a construction project, the description should include the facility name, brief description of the work to be completed, length of the project to be completed, the project end points or termini, and any existing connecting trails or facilities.</p> <p>Segment 4 consists of 1.3 miles of PCC trail that will be 8’ in width to connect the existing trail system to City Park on the south side of Oelwein. The trail will connect with the existing trail on 6th Avenue SW and traverse 1.125 miles south of 6th Avenue then turn east and travel .25 miles along the north side of an existing field to connect to the campground at City Park.</p>
Is this application intended to be considered for funding as a Safe Routes to School (SRTS) project? If yes, Part E of this application form must be completed. If a SRTS construction project, the project must be located within 2 miles of a school serving students K-12.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this application located immediately adjacent to a state-designated Iowa Byway? If yes, the project should be identified in the byway’s adopted Corridor Management Plan and the application shall include an endorsement of the project by the local byway organization.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Upon completion, will the project be open to the public?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Do you intend to charge a fee to users? If yes, how much will the fee be and how will the revenue be used?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

RESOLUTION NO. _____-2024

RESOLUTION APPROVING A CONTRACT WITH CSG FORTE FOR CIVICREC PAYMENT PROCESSING SOFTWARE

WHEREAS, the City of Oelwein must use a payment processing firm that is recommended by Civic Plus new CivicRec software to take online and credit card payments; and

WHEREAS, CivicRec CSG Forte payment processing will allow for the payment of memberships for the Wellness Center, park shelter reservations, pool passes, and rec sports; and

WHEREAS, this software will improve the current process for Parks and Recreation; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a contract with CSG Forte for CivicRec payment processing software.

Passed and approved this 26th day of February, 2024.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded February 27, 2024.

It was moved by _____ and seconded by _____ that the Resolution as read be adopted, and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 (“FORTE” or “Party”), and _____, with its primary business address at _____ (“AGENCY” or “Party” or “Merchant”), and is effective upon the date last signed below (the “Effective Date”). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents” or “Customer”).

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE’s systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY’s actions in the event of a real or perceived security risk.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE’s opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY’s accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

2.5 Use of Information and Data. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII, as more fully defined in Appendix A). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security. Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of 5 years (the “Term”). Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days’ prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY’s receipt of services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY’s account.

5.4 Termination without Notice. FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on Merchant’s account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY’s receipt of services prior to terminating AGENCY’s account.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card and ACH Transactions on AGENCY’s behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding payment network. Transactions which are received after the designated cut-off time will be included in the next business day’s settlement processing.

6.1.1 Sale Transactions. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Authorization-Capture Transactions. If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder’s billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY’s behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY’s application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Additional Agreements AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Consumer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.11 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Consumer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly

authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

6.18 Authorization. AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and

limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Customer shall constitute receipt of payment to AGENCY, extinguishing such Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Customer's payment, AGENCY's sole recourse shall be to FORTE, not the Customer.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing the Constituent's payment obligation to AGENCY as if the Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not the Constituent.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a

third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. DATA SECURITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services (“Absorbed Fee Model”) will result in fees being billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY’s designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction (“Service Fee Model”) will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

13.3 FORTE’s pricing is subject to the underlying fees established by the Payment Networks and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days’ notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY’S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF

THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE:

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver; and (iii) AGENCY shall provide proof of Authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

15.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

16. FORCE MAJEURE

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure is due to circumstances beyond the reasonable

control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

17. ASSIGNMENT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the Laws of the state of _____ without reference to choice of laws rules.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

25. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

CSG FORTE PAYMENTS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A DEFINITIONS

ACH Network. “ACH Network” or “Automated Clearing House Network” is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

Affiliate. “Affiliate” means an entity controlled or managed by the same centralized federal, state or local government.

Agent. “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of Agency with the actual, implied or apparent authority of Agency.

Authorization. “Authorization” means a Transaction request on a Consumer bank account or card account to confirm Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted transaction.

Business Banking Day. “Business Banking Day” means Monday through Friday excluding banking holidays.

Confidential Information. “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party’s products and services that is not generally available to the public.

Consumer. “Consumer” means the individual end users, Constituents of AGENCY.

CPA. “CPA” or “Canadian Payment Association” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback. “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

Credit Entry. “Credit Entry” means an ACH/EFT Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

Debit Entry. “Debit Entry” means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

Laws. “Laws” means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive order, regulation or Rule (collectively, “Export Laws”), and Fair Credit Reporting Act and USA Patriot Act.

Merchant. “Merchant” means AGENCY.

NACHA. “NACHA” or “National Automated Clearing House Association” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI. “ODFI” or “Originating Depository Financial Institution” means the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator. “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. “Payment Network” means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as “Payment Association”.

Payment Network Resources:

VISA Regulations (from VISA website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

NACHA: www.nacha.org

PCI-DSS. “PCI-DSS” or “Payment Card Industry Data Security Standard” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers and/or other government issued numbers. PII includes “Personal Data” as commonly defined by privacy laws.

RDFI. “RDFI” or “Receiving Depository Financial Institution” means the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver. “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve. “Reserve” means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

Rules. “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

Settlement Entry. “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. “Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users. “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.

APPENDIX B ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

APPENDIX C ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.

2. **Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing Customer relationship and Customer's authority to submit such payments.
 - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide. All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.
2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.
3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.
4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.
5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:
 - An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
 - Merchant's physical address in the U.S.
 - An email address or telephone number for customer service disputes.
 - Return/refund policy.
 - A description of Merchant's delivery policy (e.g., no overnight delivery).
 - A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
 - A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.
6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.
7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).
8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.
9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.
10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

APPENDIX E INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
 - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
 - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY’s behalf or otherwise necessary for a AGENCY’s use of Forte’s products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that ISV or FORTE have access to or collects such Source Data, each agrees that it does so solely on behalf of the AGENCY and the AGENCY’s Consumer customers pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.
4. Security Obligations.
 - a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that the PII to which it will have access pursuant to this Agreement (if any), that FORTE shall gain possession of any ownership or other proprietary rights with respect to such PII. FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
 - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s customers, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
 - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.
- a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law
 - b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.
 - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
 - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be [AGENCY/Agency]'s sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

SCHEDULE 1
PRICING FEE SCHEDULE

Such Pricing Fee Schedule is executed and attached to AGENCY's "Merchant Application" and incorporated herein by reference.



PRICING FEE SCHEDULE

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- **Absorbed Model** - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office.

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

3.20% of the payment amount with a minimum fee of \$2.00 based upon volume.

Debit Cards (Tax Program only)

1.95% of the transaction amount

Electronic check – online WEB and IVR payments

Includes Forte Verification for known accounts.

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.25 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.25 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.25 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.25 w/Verification	Per Transaction

Absorbed Pricing Option:

Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Option 1. Visa, MasterCard, Discover, American Express	3.20%	Per Transaction
Option 2. Visa, MasterCard, Discover,	*Pass Thru pricing + \$0.20+ 40bpts*	Per transaction
Option 2. American Express	*Pass Thru pricing + \$0.20	Per Transaction
Forte Protect (End-2-End Encryption)	\$0.10	Per transaction
Forte Protect (Key Injection Fee)	\$25.00	One time Per Device
Account Updater (Optional)	\$0.35	Per Transaction
Account Updater (Optional)	\$25.00	Per Month
Credit Card Chargeback Fee	\$25.00	Per Chargeback
Batch Fee	\$0.25	No Charge - Waived
ACH Fee-debits/credits	\$2.00 with Forte Validate Plus	Per Transaction
ACH Return Fee	\$2.00	Per Return
Monthly Fee	\$5.00	Each Month per Merchant Account

*Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from the associations. Forte Payment Systems believes in transparent pricing, meaning that we utilize a *Pass-Thru Plus* pricing model. Interchange pass thru pricing is a form of credit card processing that allows the actual cost of the processing (*interchange fees & assessments) to be passed directly through to your office. The advantage of this pricing strategy is that it is transparent and, in most instances, provides the lowest processing costs.

Forte's fees include: Total volume processed multiplied by bpts
 Total # of transactions processed by per item fee

Gateway Only Pricing Option:

Fee Description	Fee	Frequency
Forte Gateway Fee	\$0.25	Per Transaction
Monthly Gateway Fee	\$29.99	Per Merchant ID

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Standalone)		\$399.00 per terminal plus shipping
VeriFone V400c Terminal (Hybrid with cables)		\$450.00 per terminal plus shipping
MagTek eDynamo		\$179 per devise plus shipping
MagTek eDynamo and Counter-Top Docking Station Bundle (recommended)		\$219/Device with Docking station plus shipping

Select pricing option(s) desired: **Absorbed Pricing** **Service Fee Pricing** **Gateway Only Pricing**

Option 1 Option2 Dual Bill

*Required Merchant Signature: _____

Date _____



Comparison for
City of Oelwein - Utilities
 Oct-23

Current							Proposed							
	Volume	# Trans	# Authorizations	Rate	Per Trans	Per Auth		Volume	# Trans	# Authorizations	Rate	Per Trans	Per Auth	
Visa Credit	\$1,347.73	40	42	1.62%	\$0.46	\$0.12		\$1,347.73	40	42	1.55%	\$0.45	\$0.10	\$43.09
MasterCard Credit	\$808.00	11	11	1.62%	\$0.46	\$0.12		\$808.00	11	11	1.55%	\$0.45	\$0.10	\$18.57
Discover Credit	\$0.00	0	0	1.62%	\$0.46	\$0.12		\$0.00	0	0	1.55%	\$0.45	\$0.10	\$0.00
American Express	\$0.00	0	0	1.77%	\$0.46	\$0.12		\$0.00	0	0	1.75%	\$0.45	\$0.10	\$0.00
Total Sales	\$2,155.73	51	53					\$2,155.73	51	53				\$61.66
Interchange & Pass-Through Fees														\$30.59
Dues & Assessments														\$2.85
TOTAL														\$32.40
Monthly Fees														\$38.45
TOTAL														\$19.50
Total Sales Volume														\$2,155.73
Total Processing Fees														\$136.00
Average ticket														\$42.27

Total Monthly Savings - Dollars	\$22.44
Total Monthly Savings - Percentage	16%
Annual Reduction in Fees	\$269.24
3 Year Reduction in Fees	\$807.71

THIS MESSAGE IS CONFIDENTIAL. This analysis contains information that may be confidential and/or proprietary. It is intended solely for the addressee. Access to this analysis by anyone else is unauthorized. If you are not the intended recipient of this transmission, any disclosure, copying, use of distribution of the information included in this analysis and any attachments is strictly prohibited. If you have received this analysis in error, please notify the sender by email and permanently delete this analysis. Analysis is an estimate based on historical data provided and processing trends of merchant category and processing in a qualifying manner at all times. Interchange categories that can be "optimized" to lower rates requires using the CardPointe Gateway/Integration. Commercial Card Interchange Service included. PCI compliancy required to obtain savings offered. Savings guaranteed if account opened within 30 days of analysis completion.

CP1245B



The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:
 Meeting Date: 4/8/2024 Meeting Time: 05:30 PM Meeting Location: City Hall 20 2nd Street Oelwein, IA

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
 cityofuelwein.org

City Telephone Number
 (319) 283-5440

Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	144,224,825	150,214,165	150,214,165
Consolidated General Fund	1,207,162	1,207,162	1,232,641
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	121,642	121,642	233,397
Support of Local Emergency Mgmt. Comm.	21,241	21,241	21,281
Unified Law Enforcement	0	0	0
Police & Fire Retirement	203,844	203,844	194,497
FICA & IPERS (If at General Fund Limit)	229,082	229,082	230,480
Other Employee Benefits	433,898	433,898	596,135
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	169,370,897	179,929,166	179,929,166
Debt Service	443,958	443,958	623,118
CITY REGULAR TOTAL PROPERTY TAX	2,660,827	2,660,827	3,131,549
CITY REGULAR TAX RATE	17.99215	17.22546	20.16216
Taxable Value for City Ag Land	634,968	619,263	619,263
Ag Land	1,908	1,908	1,860
CITY AG LAND TAX RATE	3.00375	3.08108	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Resident	983	934	-4.98
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	983	934	-4.98

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

Reasons for tax increase if proposed exceeds the current:

10th street bridge replacement, Liability Insurance increase, increase cost for employee benefits, lower Trust and Agency balance



To: Mayor and City Council
From: Dylan Mulfinger
Subject: Matt Construction 1 South Frederick
Date: 2/26/2024

The city council has a rare opportunity to partner with a firm which has the capabilities to save a downtown building in Oelwein. I recommend the city provides a \$100,000 economic development incentive for Matt Construction so that they can save and rehabilitate the 1 South Frederick building. The City has funds in reserve from the Downtown TIF program that can be used for this improvement. This award should not affect the current program if the county’s projections on the downtown taxes are accurate.

Year	Funds awarded
FY2025	\$50,000
FY2026	\$25,000
FY2027	\$25,000

The proposed improvements for 1 South Frederick meet all the criteria required in the Downtown TIF program. These funds are being awarded because it saves the building and will help the new owner’s chances at being awarded the Downtown Catalyst grant from the Iowa Economic Development Authority.

Should the city council pass this motion city staff will work with the city attorney to create a development agreement which allows the city to award the funding. The city council will have to pass the development agreement by resolution at the next council meeting. Should Matt Construction not make the improvements, they will not be awarded the funding.

21418 M Avenue
West Union, IA 52175
563-422-3459
February 18, 2024

Oelwein City Council:

Pony Express Riders of Iowa is once again raising funds for Camp Sunnyside. On Easter weekend Pony Express Riders will ride from all corners of Iowa to deliver the funds collected at dances, traffic collection points, auctions and similar activities. Pony Express appreciates the opportunity to collect in Oelwein previously.

We would like permission to collect funds at the intersection of Frederick and Charles. Our event will be on Good Friday March 29, 2024 from 7:30 AM to noon. Proof of insurance should arrive from the insurance company in a separate mailing.

Please feel free to contact me if you have questions.

Thank you very much.

Sincerely your servant,



Sheryl L. Struthers
Fayette County Coordinator for Pony Express Riders of Iowa



To: Mayor and City Council
From: Dylan Mulfinger
Subject: Administration City Council Agenda Memo
Date: 2/26/2024

Ordinances

5. Consideration of an ordinance amending Chapter 19: Animals and Fowl, Section 3: Bothersome Animals and Adding Section 12: Chickens on Residential Property - First Reading.
 1. After a public work session, staff worked with the city attorney to design an ordinance which allowed chickens and helps staff to enforce instances where chickens are at large. Public comment was overwhelmingly in support of chickens. Community members felt passionately about their flocks. A properly kept coop does not cause issues in the community and provides a recreational activity for a property owner. The City Administrator recommends passing the first reading.

Resolutions

6. Consideration of a resolution approving an agreement for bond services with Dorsey & Whitney, LLP in the amount of \$13,500 for the FY2025 10th Street Bridge Bond.
 1. Should the city council want to get a bond for the 10th St Bridge, the process needs to start now. Approving this does not lock the city council into the bridge, but it allows the council to move forward on the process. If the council votes no on the bridge, the process will stop. Should the city council vote yes on the bridge, then the process will continue with the bonding attorney and financial advisor. The City Administrator recommends approving the resolution.
7. Consideration of a resolution setting the date for public hearing on proposal to enter into a General Obligation Bridge Improvement Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$1,500,000.00.
 1. Should the city want to get a bond for the 10th St Bridge, the process needs to start now. Approving this does not lock the city council into the bridge, but it allows the council to move forward on the process. If the council votes no on the bridge, the process will stop. The City Administrator recommends approving the resolution.
8. Consideration of a resolution approving Pay Application No. 2 in the amount of \$116,890.28 for Oelwein Reed Bed Expansion and EQ Liner.
 1. This project is progressing as needed. The City Administrator recommends approving the resolution.
9. Consideration of a resolution approving an Iowa Transportation Alternatives Set-Aside Program Application.



1. The city applies for these funds through Upper Explorerland. These funds will help us complete our trail system. The funds are competitive, and Oelwein has not always been successful in the past due to a major focus from the committee on other trails. The City Administrator recommends approving the resolution.
10. Consideration of a resolution approving a contract with CSG Forte for CivicRec payment processing software.
1. The city must use another payment processing service as Civic does not recognize our current provider. All fees are passed on to the customer. The City Administrator recommends approving the resolution.

Motions

11. Consideration of a motion to provide Fayette County with the City of Oelwein's Proposed Tax Levy.
1. The State of Iowa requires Oelwein to send their proposed tax rate to Fayette County so it can be sent out in mailers to each resident. This tax rate is the highest rate proposed. The city can only lower this tax rate once it is published. This rate includes the new bridge loan. Should the city council want to make changes, those can be made before the budget is adopted April 8. The City Administrator recommends approving the motion.
12. Consideration of a motion to direct staff to prepare a development agreement with Matt Construction in the amount of \$100,000 for rehabilitation of 1 South Frederick.
1. The City Council has a chance to prevent a downtown building from crumbling. Improvements to this building will help the downtown tax base. This is a good investment of the downtown TIF dollars. The City Administrator recommends approving the motion.
13. Consideration of a motion to allow the Pony Express Riders of Iowa to collect funds for Camp Sunnyside at the intersection of Frederick and Charles on March 29, 2024 from 7:30AM to 12:00PM.
1. This has happened annually with no issues. The City Administrator recommends approving the motion.