



## Agenda

City Council Meeting  
Community Plaza, 25 West Charles Street, Oelwein  
6:00 PM

August 10, 2020  
Oelwein, Iowa

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**Mayor:** Brett DeVore

**Mayor Pro Tem:** Warren Fisk

**Council Members:** Matt Weber, Renee Cantrell, Tom Stewart, Karen Seeders

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**Pledge of Allegiance**

**Call to Order**

**Roll Call**

**Additions or Deletions**

**Discussions**

1. Lisa Roberts, Fayette County Emergency Management Coordinator on emergency proclamations

**Citizens Public Comments**

**Consent Agenda**

- [2.](#) Consideration of a motion to approve the minutes of the July 27, 2020 Council meeting
- [3.](#) Consideration of a motion approving a Class 'B' Wine Permit renewal for Oelwein Family Pharmacy

**Resolutions**

- [4.](#) Consideration of a Resolution to discontinue recycling bins on City owned property
- [5.](#) Consideration of a Resolution directing the sale of the city's interest in 219 East Charles and 223 East Charles, Oelwein, Fayette County, Iowa
- [6.](#) Consideration of a Resolution directing the sale of the city's interest in 308 6th Avenue SE
- [7.](#) Consideration of a Resolution Filling the Vacancy in the Office of Third Ward Council by Appointment and the Publication of Notice Thereof

**Motions**

- [8.](#) Consideration of a motion approving Pay Request No. 3 from Matt Construction in the amount of \$5,035 for work completed on Wings Park Trail Improvements Project
- [9.](#) Consideration of a motion approving Change Order No. 1 from Matt Construction in the amount of \$1,174.52 for Wings Park Trail Improvements Project
- [10.](#) Consideration of a motion approving Pay Request No. 4 (final) from Matt Construction in the amount of \$7,823.73 for work completed on Wings Park Trail Improvements Project
- [11.](#) Consideration of a motion accepting Wings Park Trail Improvements Project

**Committee Reports**

**Council Updates**

**Mayor's Report**

**City Attorney's Report**

- [A.](#) City Attorney's Report

**City Administrator's Report**

[City](#) Administrator's Report

**Adjournment**

- [ii.](#) Additional information
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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



# Minutes

City Council Meeting  
Community Plaza, 25 West Charles, Oelwein  
July 27, 2020 - 6:00 PM

### Pledge of Allegiance

Call to Order by Mayor DeVore at 6:00 P.M.

### Roll Call

Present: Fisk, Cantrell, Weber, Stewart, Seeders  
Absent: None  
Also Present: Mulfinger, Rigdon, Dillon

### Additions or Deletions

A motion was made by Cantrell, seconded by Weber to adopt the Agenda as amended. All voted aye.

Motion Carried

### Citizens

Paul Ganske, 116 Eastline Road reported new road is paved and already vehicles are squealing tires at stop signs. He requested the two stop signs on 1<sup>st</sup> Street NE be removed.

### Consent Agenda

1. Consideration of a motion to approve the minutes of the July 13, 2020 Council meeting
2. Consideration of a new Tobacco Permit for Super Mart, 701 South Frederick
3. Consideration of a new Class 'E' Liquor and Sunday Sales License for Super Mart
4. Consideration of a Class 'B' Beer and Sunday Sales renewal for Country Cottage Cafe
5. Claims Resolution in the amount of \$529,635.46

A motion was made by Weber, seconded by Seeders to adopt the Consent Agenda. All voted aye.

Motion Carried

### Ordinances

6. Consideration of an Ordinance Providing for the Vacation of the West Portion of the Alley Running East and West Adjacent to Lots 18-28 and Lots 30-41, Block 2, Irvine's Addition to Oelwein, Fayette County, Iowa - Third and Final Reading

A motion was made by Fisk, seconded by Cantrell to adopt Ordinance No. 1181.

Ayes: Fisk, Cantrell, Weber, Stewart, Seeders  
Nays: None

Motion Carried

7. Consideration of a motion to suspend the rules and adopt an ordinance on the first and final reading

A motion was made by Cantrell, seconded by Fisk to suspend the rules.

Ayes: Fisk, Cantrell, Weber, Stewart, Seeders  
Nays: None

Motion Carried

8. Consideration of an Ordinance deleting Section 22-113 (7) BB Stop Sign

A motion was made by Seeders, seconded by Cantrell to adopt Ordinance No. 1182.

Ayes: Fisk, Cantrell, Weber, Stewart, Seeders  
Nays: None

Motion Carried

## Resolutions

9. Consideration of a Resolution authorizing temporary closure of public ways or grounds for Oelwein Fire Department training

A motion was made by Fisk, seconded by Stewart to adopt Resolution No. 5194-2020.

Ayes: Fisk, Cantrell, Weber, Stewart, Seeders

Nays: None

Motion Carried

10. Consideration of a Resolution directing the sale of the city's interest in the west portion of the vacated alley running east and west adjacent to Lots 18-28 and Lots 30-41, Block 2, Irvine's Addition to Oelwein, Fayette County, Iowa

A motion was made by Cantrell, seconded by Weber to adopt Resolution No. 5195-2020.

Ayes: Fisk, Cantrell, Weber, Stewart, Seeders

Nays: None

Motion Carried

## Motions

11. Consideration of a motion to enter into a Parking Lot Lease Agreement with Bowers North Discount Store

A motion was made by Cantrell, seconded by Weber to enter into the lease with Bowers. All voted aye.

Motion Carried

12. Consideration of a motion accepting Change Order for residential demolition project in the amount of \$28,350

A motion was made by Fisk, seconded by Cantrell to accept the Change Order. All voted aye.

Motion Carried

## Committee Reports

13. Report from Cantrell on July Park and Recreation Commission Meeting

Cantrell presented July Park and Recreation Commission minutes. A copy can be found online at <http://www.cityofuelwein.org/government/agendas-and-minutes.html>.

## Council Updates

Fisk expressed concern regarding a camper in City Park that has taken up permanent residency. Dog chains have completely rubbed the grass barren.

Cantrell stated the county needs to be responsible for cleanup around their dumpsters. It's time to remove them from city limits. To be listed on next meeting agenda.

## Mayor's Report

- N. Consideration of the appointment of Dave Garrigus to the Zoning Board of Adjustment and Jennifer Rueber & Ryan Keeley to the Planning and Zoning Commission

A motion was made by Weber, seconded by Cantrell to appoint Dave Garrigus to the Zoning Board of Adjustment. All voted aye.

Motion Carried

A motion was made by Seeders, seconded by Cantrell to appoint Jennifer Rueber to the Planning and Zoning Commission. All voted aye.

Motion Carried

A motion was made by Weber, seconded by Stewart to appoint Ryan Keeley to the Planning and Zoning Commission. 3 voted aye, 2 (Seeders, Fisk) voted nay.

Motion Carried

## City Attorney's Report

Court opens next week. Face shields and maska required based on type of trial.

City Administrator's Report

The removal of the machine at the yard waste site will be another three weeks. Asbestos crews are out working now in the city housing teardowns. The teardowns should start next at two houses per day totaling 44 houses.

Adjournment

A motion was made by Cantrell, seconded by Weber to adjourn at 6:43 P.M. All voted 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 July 27, 2020 and copy of said proceedings was furnished to the Register July 28, 2020.

\_\_\_\_\_  
Dylan Mulfinger, City Administrator



RESOLUTION NO. \_\_\_\_\_

A Resolution to Discontinue Recycling Bins on City Owned Property

WHEREAS, City has allowed County recycling bins on city owned property; and

WHEREAS, these recycling bins are no longer needed as the City offers curbside recycling for all residents; and

WHEREAS, this practice is no longer viable due to the amount of city resources required for clean-up of the area; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa that recycling bins be longer be located on city owned property.

Passed and Approved this \_\_\_\_\_ day of August, 2020.

\_\_\_\_\_  
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

M Weber  
Stewart  
Cantrell  
Seeders  
Fisk

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Administrator

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DIRECTING THE SALE OF THE CITY’S INTEREST IN 219 EAST CHARLES AND 223 EAST CHARLES, OELWEIN, FAYETTE COUNTY, IOWA

WHEREAS, the City is desirous of selling the real estate described herein.

WHEREAS, the City Council has set forth its proposal to sell its interest in the above described real estate and has published notice of the date, time and place of a public hearing thereon; and

WHEREAS, said public hearing was held and the City Council believes it is in the best interest of the City to sell the real estate in the above described real estate on the terms and conditions set forth below;

BE IT RESOLVED by the Council of the city of Oelwein, Iowa, as follows:

Section 1. On behalf of the City, the Mayor shall contract to sell and shall convey by Quit Claim Deed the following described real estate:

219 EAST CHARLES LEGALLY DESCRIBED AS LOT 8, BLOCK 2, PAIGNS SECOND ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA, EXCEPT THE EAST 25 FEET OF THE NORTH 40 FEET

223 EAST CHARLES LEGALLY DESCRIBED AS THE SOUTH 80 FEET OF LOT 9, BLOCK 2, PAIGN’S SECOND ADDITION TO OELWEIN FAYETTE COUNTY, IOWA

To: RISE, Ltd.

For the sum of \$1.00 and other valuable consideration with said property owner being solely responsible for the recording of the documents necessary to effectuate said transfer.

Section 2. The City Administrator shall co-sign such contracts and deeds. The Deed shall be delivered thirty days after the date of this Resolution, unless an appeal on this action has been made to District Court. Action on this Resolution shall be final upon the purchaser of the Deed giving evidence to the Clerk that the Deed has been recorded, and such facts to be noted on the official record of this Resolution.

Section 3. This resolution shall be in effect upon its passage and approval as provided by law.

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 10<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
Brett DeVore, Mayor

Attest:

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

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Administrator

AYES      NAYS      ABSENT      ABSTAIN

Weber  
Fisk  
Cantrell  
Stewart  
Seeders



RESOLUTION NO. \_\_\_\_\_

RESOLUTION DIRECTING THE SALE OF THE CITY'S INTEREST IN 308 6<sup>th</sup> AVENUE SE, OELWEIN, FAYETTE COUNTY, IOWA

WHEREAS, the City is desirous of selling the real estate described herein.

WHEREAS, the City Council has set forth its proposal to sell its interest in the above described real estate and has published notice of the date, time and place of a public hearing thereon; and

WHEREAS, said public hearing was held and the City Council believes it is in the best interest of the City to sell the real estate in the above described real estate on the terms and conditions set forth below;

BE IT RESOLVED by the Council of the city of Oelwein, Iowa, as follows:

Section 1. On behalf of the City, the Mayor shall contract to sell and shall convey by Quit Claim Deed the following described real estate:

308 6<sup>TH</sup> AVENUE SE LEGALLY DESCRIBED AS LOT 14, BLOCK 10, GRANDVIEW ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA

To: David J. Weaver

For the sum of \$30,000 pursuant to the terms of the attached Purchase Agreement.

Section 2. The City Administrator shall co-sign such contracts and deeds. The Deed shall be delivered thirty days after the date of this Resolution, unless an appeal on this action has been made to District Court. Action on this Resolution shall be final upon the purchaser of the Deed giving evidence to the Clerk that the Deed has been recorded, and such facts to be noted on the official record of this Resolution.

Section 3. This resolution shall be in effect upon its passage and approval as provided by law.

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 10<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
Brett DeVore, Mayor

Attest:

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

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Administrator

AYES      NAYS      ABSENT      ABSTAIN  
Weber  
Fisk  
Cantrell  
Stewart  
Seeders

98-102 Adopted by the Northeast Iowa Regional Board of REALTORS® Revised (4/17)  
Adopted by the Black Hawk County Bar Association 2017



# PURCHASE AGREEMENT

Date 08/04/2020

TO: City of Oelwein (Seller)

FROM: David J Weaver (Buyer)

As **joint tenants** with full rights of survivorship unless otherwise specified.

**Buyer offers to buy:** 308 6th Ave SE, Oelwein, IA 50662

**Legally described as:** LOT 14 BLK 10 GRANDVIEW ADD

**SUBJECT TO RESTRICTIVE COVENANTS, ORDINANCES, AND LIMITED ACCESS PROVISIONS OF RECORD IF ANY, AND TO EXISTING EASEMENTS, IF ANY.** The property intended to be covered by the terms hereof shall include all buildings, storage sheds, land, rights, easements, and access necessary or appurtenant thereto and owned by Seller. Included, if now in or on said premises and owned by the Seller, are all fixtures including but not limited to: attached carpeting; window shades; blinds; curtain rods and hardware; lighting fixtures and bulbs; ceiling fans; built-in appliances and accessories; antenna, television mounting brackets; awnings; door chimes; fireplace grates, andirons; mailbox, installed sump pumps; garage door openers and controls; and bushes, shrubs and other vegetation. Also included, if not rentals, are satellite dish, water softener and filtration systems, installed alarm devices, propane tanks and all other fixtures not hereinafter reserved by Seller in writing.

**RESERVED ITEMS:** \_\_\_\_\_

**FOR THE SUM OF \$**30,000.00

**Earnest money of \$**250.00 to be held in trust by Cornerstone Realtors Trust and the balance in cash to be paid at closing upon performance of Seller's obligations hereunder. Any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation ( a charitable non-profit entity), the State of Iowa (if required by law), or as directed and mutually agreed in writing by both Buyer and Seller.

**Return of Earnest Money.** Earnest money submitted as part of the purchase price of the above described property shall be returned to the Buyer in case this agreement is not accepted. Any other release of earnest money shall require informed written consent of all parties to this agreement.

**Closing** to take place on or before 5:00 PM, the 25th day of September, 2020

**Possession** to be given to Buyer at closing or by 12:00 AM PM on the 4th day of September, 2020. Buyer agrees to take possession subject to rights of non-owner occupants now in possession. YES NO. Any rents shall be prorated to date of closing. Seller agrees to deliver to Buyer all existing keys and garage door controls no later than possession.

Buyer(s)   
08/04/20  
5:49 PM CDT  
dotloop (Initials)

Seller(s) \_\_\_\_\_  
(Initials)

**Property Address** 308 6th Ave SE, Oelwein, IA 50662

**CHECK THE APPROPRIATE BOX**

1. **CASH** to be paid at closing. Buyer may have access to property purchased for appraisal; however, this agreement is not contingent upon Buyer obtaining funds. Settlement fee, if any, shall be paid by the Buyer.

2. **FINANCING.** This agreement is subject to Buyer  **OBTAINING**  **ASSUMING** a commitment for a  **CONVENTIONAL**  **INSURED CONVENTIONAL**  **FHA**  **VA**  **USDA**  **OTHER** mortgage loan on said property at an initial interest rate not to exceed \_\_\_\_\_ % per annum  **FRM**  **ARM** amortized over a period of 15 \_\_\_\_\_ years. All costs incurred in securing such mortgage shall be paid by the Buyer unless otherwise noted herein. Buyer's financing is also conditional upon the property appraising at the purchase price or greater on or before the mortgage commitment date stated herein. Buyer agrees upon acceptance of this agreement to immediately make application for such mortgage loan with a lender and to make a good faith effort to obtain a mortgage commitment and proceed toward closing as above provided. Buyer shall obtain such mortgage commitment on or before 09/16/2020. Within this same period, Buyer shall notify Seller, in writing, that Buyer has secured said mortgage commitment and that this contingency is removed. If Buyer, after a good faith effort has not obtained a written mortgage commitment and given such written contingency removal notice within this same time period, this agreement shall be null and void and the earnest money shall be returned to Buyer.

3. **INSTALLMENTS.** Check if applicable. See attached ADDENDUM to this Purchase Agreement.

4. **ASSUMPTION/ASSIGNMENT.** Check if applicable. See attached ADDENDUM to this Purchase Agreement.

**5. TAXES AND ASSESSMENTS.** Seller shall pay all taxes due, plus prorated to the date of closing of the installment of general property taxes on said property which become delinquent if not paid on or before \_\_\_\_\_ and all prior installments. Buyer shall pay all subsequent installments. If any installment of general property taxes is to be prorated and if such taxes cannot be determined by the date of the settlement thereof, such prorating shall be based on the amount of the last determinable installment, proportionately adjusted by any change in the assessed valuation attributable to capital improvements and which are determinable on the date of settlement. If closing takes place other than the date on the Purchase Agreement, taxes shall be prorated to the revised date of closing. Buyer shall pay the cost of all street oilings which are not liens on the date hereof. Seller shall pay all sewage disposal assessments due and all special assessments which are liens against said premises on the date thereof, except those for improvements which have not been completed and accepted by the City Council on the date thereof, which Buyer will pay.

**6. CONDITION OF PROPERTY.** The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever occurs first. Seller further represents plumbing, heating, cooling, electrical systems, and appliances included in this Purchase Agreement to be in working order at the time of possession or closing, whichever occurs first, unless otherwise stated on attached Seller Disclosure of Property Condition, written amendments or addendums to this Purchase Agreement or unless otherwise stated in paragraph 8, and Buyer shall be permitted to make a "walk through" inspection of the property prior to possession or closing, whichever occurs first to verify the same. Seller agrees to remove all debris and personal property, not included herein, from the premises prior to possession.

**7. INSPECTION OF PROPERTY.** The Buyer is responsible for making their own inspection of any property for which they make an offer. (It is understood that these provisions are independent of any lender requirements for financing approval.) Within 7 \_\_\_\_\_ days after the final acceptance date of this agreement, Buyer may, at Buyer's sole expense, have the property inspected by a person(s) of Buyer's choice to identify any structural, mechanical, plumbing, electrical, pest infestation, environmental concerns or other deficiency(s). Within this same period, Buyer may notify Seller in writing of any such deficiency the Buyer wants remedied. Failure to do so shall be deemed a waiver of the Buyer's inspection. In the event of any request by Buyer as a result of inspections, Seller shall within three(3) business days after said notification (date of notification does not count) notify the Buyer in writing which steps, if any, Seller will take to remedy any deficiency before closing. The Buyer shall within three (3) business days (date of notification does not count) notify the Seller in writing that (1) such steps are acceptable, in which case, this agreement, so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this agreement shall be null and void, and any earnest money shall be returned to Buyer. Failure by either Seller or Buyer to give the notification within the three (3) business days as stated above, shall render this agreement null and void, and any earnest money shall be returned to Buyer.

**Buyer(s)**                       
08/04/20 5:49 PM dotloop Ver 11.1  
**(Initials)**

**Seller(s)**                       
**(Initials)**

98-102 (Revised 4/17)

**Property Address** 308 6th Ave SE, Oelwein, IA 50662

**8. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:**

\*Buyer agrees to occupy the property as primary resident within 6 months of closing.

Multiple horizontal lines for additional terms or conditions.

**9. RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this agreement null and void. The property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date.

**10. TITLE PAPERS AND ABSTRACT.** At the time of the final payment hereunder, the Seller shall convey the premises to the Buyer by warranty deed and shall furnish the Buyer an abstract of title that, in the case of platted property, begins with the recording of the proprietors plat of subdivision, or with root of title, and that shows marketable record title to the premises vested in the Seller as of the date of this agreement between the parties hereto. Within a reasonable time after the execution of this agreement, such abstract, certified to a date subsequent to the date hereof, shall be submitted to the Buyer for examination. Buyer or Buyer's attorney shall either approve the title or point out specific objections. After all valid objections have been satisfied or provided for, Seller shall have no obligation to pay for further abstracting excepting any made necessary by his own affairs.

**11. COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this agreement shall be subject to Court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly proceed to a hearing for Court approval. In that event a Court Officer's Deed shall be used to convey title.

**12. SURVEY.** Buyer may, at Buyer's sole expense, prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the property or if any improvements located on the property encroaches on lands of others, the encroachment shall be treated as a title defect. If the survey is required under Iowa Code Chapter 354, Seller shall pay the cost thereof. (Chapter 354 applies only to land which has been divided using a metes and bounds description.)

**Buyer(s)**                       
08/04/20  
5:49 PM CDT  
dotloop verified  
**(Initials)**

**Seller(s)**                       
**(Initials)**

**Property Address** 308 6th Ave SE, Oelwein, IA 50662

**13. REMEDIES OF THE PARTIES.** If Buyer or Seller fails to timely fulfill the terms of this agreement, then the other party shall be entitled to utilize any and all remedies or actions at law or in equity which may be available to them (including but not limited to: forfeiture, foreclosure, termination, rescission, or specific performance), and the prevailing party shall further be entitled to obtain judgment for costs and attorney fees.

**14. THIS IS A LEGALLY BINDING CONTRACT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. Any modification of this agreement must be in writing and signed and dated by all parties. TIME IS OF THE ESSENCE in the performance of each part of this agreement. If not understood, consult your attorney.

**15. FOREIGN PERSON STATUS. (FIRPTA, Foreign Investment in Real Property Tax Act.)** Seller is not a foreign person as defined in Internal Revenue Code Section 1445 and any related regulations. At closing, Buyer will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.

**16. ELECTRONIC SIGNATURES.** In accordance with Iowa Code ch. 554D, all parties agree that this transaction can be conducted by electronic means; Signed and faxed/scanned electronic documents (i.e. pdf) or certified electronic signatures will be binding on all parties. Text messaging and traditional e-mails will not be binding as signatures.

**17. NOTICE AND COUNTERPARTS.** Any notice required under this agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this agreement shall be the Seller and Buyer or their respective agents. A signed copy of this agreement, counteroffers, and all addendums or amendments to this agreement shall, taken together, constitute a single binding agreement.

**18. ADDENDUMS ATTACHED TO THIS OFFER INCLUDE:**

- SPECIFIC PROPERTY AGENCY DISCLOSURE AGREEMENT YES
- SELLER DISCLOSURE OF PROPERTY CONDITION YES  NO  NOT APPLICABLE  EXEMPT
- LEAD BASE PAINT DISCLOSURE YES  NO  NOT APPLICABLE
- SEPTIC SYSTEM ADDENDUM YES  NO  NOT APPLICABLE

**19. ACCEPTANCE DATE.** When accepted by the Seller, this agreement shall become a binding agreement for the sale of the above described property. If this agreement is not accepted by the Seller on or before 08/26/2020 @ 5:00 PM, it shall become null and void and the earnest money shall be returned to the Buyer without liability on the part of either party.

**20. SELLER HEREBY**  **ACCEPTS**  **COUNTERS**  **REJECTS** the above agreement on \_\_\_\_\_. If Seller has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Buyer on or before \_\_\_\_\_. If Buyer has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Seller on or before \_\_\_\_\_.

*David J Weaver* dotloop verified 08/04/20 5:49 PM CDT WWEN-MWUA-V6BT-WVFN

BUYER  
BUYER

SELLER

SELLER

ADDRESS

Travis Bushaw  
PRINT NAME OF SELLING LICENSEE/BROKERAGE COMPANY

ADDRESS

Cornerstone Real Estate

Travis Bushaw  
PRINT NAME OF LISTING LICENSEE/BROKERAGE COMPANY

Cornerstone Real Estate

FINAL ACCEPTANCE DATE: \_\_\_\_\_

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RESOLUTION NO. \_\_\_\_\_

RESOLUTION FILLING THE VACANCY IN THE OFFICE OF THIRD WARD COUNCIL BY APPOINTMENT AND THE PUBLICATION OF NOTICE THEREOF

WHEREAS, Charles Gerdts was elected to the office of Third Ward Councilperson.

WHEREAS, Charles Gerdts has provided written notice of his resignation to serve as the Third Ward Councilperson effective July 13, 2020.

WHEREAS, pursuant to Iowa Code 372.13 a vacancy in an elective office may be filled at the Council's option by Appointment. When the Council chooses to proceed by appointment, it shall publish notice in the manner prescribed by Iowa Code 362.3 stating the Council intends to fill the vacancy by appointment.

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

Section 1. The Council intends to fill the Council vacancy by appointment at the Special Council meeting on August 17, 2020 at 6:00 P.M. at Oelwein Community Plaza, 25 West Charles, Oelwein, Iowa. The Clerk is directed to publish notice in the manner prescribed by Iowa Code 362.3 in the Oelwein Daily Register, a newspaper of General Circulation in the City of Oelwein, Iowa, stating the Oelwein City Council's intent to fill the vacancy by appointment and further advising the electors of the City of Oelwein of the right to file a petition requiring that the vacancy be filled by a Special Election shall be caused to be published.

Section 2. This Resolution shall be in effect upon its passage and approval as provided by law.

Passed and approved by the City Council of the City of Oelwein, Iowa this 10<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
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

M Weber  
Stewart  
Cantrell  
Fisk  
Seeders

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Administrator

PARTIAL PAY ESTIMATE NUMBER THREE, REV  
 WINGS PARK TRAIL IMPROVEMENTS, OELWEIN, IOWA  
 PROJECT NUMBER 18-477

Name of Contractor: Matt Construction, Inc.  
 203 Y Avenue, Sumner, IA 50674  
 Date of Completion:

Name of Owner: City of Oelwein  
 20 2nd Avenue SW, Oelwein, IA 50662

Original: Construction November 30, 2019, Seeding May 15, 2020  
 Revised:

Amount of Contract: Original: \$ 155,300.00  
 Revised: \$ 156,474.52

Dates of Estimate: From: December 1, 2019  
 Through: July 16, 2020

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
<b>BID ITEMS</b>									
1	2010-108-C-0	CLEARING AND GRUBBING	1	LS	\$ 1,500.00			1	\$ 1,500.00
2	2010-108-E-0	EXCAVATION, CLASS 10	331	CY	\$ 15.00		\$ 225.00	331	\$ 4,965.00
3	2010-108-I-0	SUBBASE, CRUSHED STONE, 6" THICK	906	SY	\$ 10.00			906	\$ 9,060.00
4	7030-108-A-0	REMOVAL OF TRAIL, HMA	70	SY	\$ 10.00			70	\$ 700.00
5	7030-108-C-0	TRAIL, PCC, 5" THICK, 8' WIDE	736	SY	\$ 45.00		\$ 270.00	736	\$ 33,120.00
6*	7030-108-G-0	DETECTABLE WARNING	20	SF	\$ 25.00			20	\$ 500.00
7	7040-108-H-0	PAVEMENT REMOVAL	299	SY	\$ 10.00		\$ 60.00	299	\$ 2,990.00
8	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 500.00		\$ 50.00	1	\$ 500.00
9	8040-108-E-0	SIGN, FURNISH & INSTALL	3	EA	\$ 250.00		\$ 750.00	3	\$ 750.00
10	9010-108-E-0	CONVENTIONAL SEEDING, FERTILIZING, & MULCHING	0.3	AC	\$ 6,650.00		\$ 1,995.00	0.3	\$ 1,995.00
11*	9040-108-J-0	RIP RAP, CLASS D	125.82	TON	\$ 36.00			125.82	\$ 4,529.52
12	9040-108-N-0	SILT FENCE INSTALLATION, MAINTENANCE AND REMOVAL	0	LF	\$ 3.00				\$ -
13	9090-108-A	BOLLARD, REMOVABLE	1	EA	\$ 1,415.00			1	\$ 1,415.00
14	11,010-108-A	CONSTRUCTION SURVEY	1	LS	\$ 3,500.00			1	\$ 3,500.00
15	11,020-108-A	MOBILIZATION	1	LS	\$ 9,000.00			1	\$ 9,000.00
16	2429-0000100	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE	1	EACH	\$ 80,000.00			1	\$ 80,000.00
Contract Change Order Items									
A01*		DRAIN LINE AND FLOOD GATE	1	LS	\$ 1,950.00		\$ 1,950.00	1	\$ 1,950.00
TOTAL BID ITEMS									
						\$ 5,300.00			
STORED MATERIALS									
PURCHASED AND STORED MATERIAL-BRIDGE									
					\$ 39,853.00				
TOTAL STORED ITEMS									

\* Modified by Contract Change Order

PARTIAL PAY ESTIMATE NUMBER THREE, REV  
WINGS PARK TRAIL IMPROVEMENTS, OELWEIN, IOWA  
PROJECT NUMBER 18-477

This Period	Retainer 5.00%	Total to Date
\$ 5,300.00	Amount Earned	\$ 156,474.52
\$ 265.00	Amount Retained	\$ 7,823.73
XXXXXXXXXXXXXXXXXXXX	Stored Material	143,615.79
5,035.00	Previous Payments	5,035.00
	Amount Due	

Estimated Percent of Job Completed

Is Contractor's Construction Progress on Schedule?

100%

Submitted By:

Approved By:

Matt Construction, Inc.

City of Oelwein

By: Kelly Matt Date: 7/31/20  
Kelly Matt, President

By: Brett DeVore Date: \_\_\_\_\_  
Brett DeVore, Mayor

Recommended By:

Fehr Graham

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: Jon Biederman Date: 7/14/2020  
Jon Biederman, Project Manager

By: Dylan Mulfinger Date: \_\_\_\_\_  
Dylan Mulfinger, City Administrator



CHANGE ORDER

No.: 1

Date of Issuance: July 16, 2020 Effective Date: July 16, 2020

Owner: City of Oelwein, IA

Contractor: Matt Construction

Contract:

Project: Wings Park Trail Improvements

Owners Contract No.: Engineer's Project No.: 18-477

Engineer: Fehr Graham - Jon Biederman, PE, LSI

You are directed to make the following changes in the Contract Documents:

Description:

Adjusted quantities. Added drain line and flood gate

Reason for Change Order:

Final quantities.

Attachments: (List documents supporting change):

- 1. Contract Changes for Project

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price

Original Contract Times

\$ 155,300.00

\_\_\_\_\_ days or dates

Previous Change Orders No.

Net change from previous Change Orders

NA To No. NA

0 \_\_\_\_\_ days

\$ NA

Contract Price prior to this Change Order

Contract Time prior to this Change Order

\$ 155,300.00

Construction - 11/30/19 Seeding - 5/15/20

Net Increase of this Change Order

Net Increase (Decrease) of this Change Order

\$ 1,174.52

0 \_\_\_\_\_ days or date

Contract Price with all approved Change Orders

Contract Time with all approved Change Orders

\$ 156,474.52

Construction - 11/30/19 Seeding - 5/15/20

APPROVED: City of Oelwein

ACCEPTED: Matt Construction, Inc.

Brett DeVore, Mayor

Kelly Matt, President

By:

By:

(Signature)

(Signature)

Date

Date



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Jon Biederman, PE, LSI  
License Number 13868

My license renewal date is December 31, 2020.

Pages covered by this seal: Change Order #1

7/17/2020

Date

Contract Changes for Wings Park Trail Improvement, Oelwein, Iowa  
 Project Number 18-477- Letting Date June 7, 2019  
 Prepared by Fehr Graham

CC01 rev

CHANGE ORDER - SUMMARY OF COST								
NO.	ACTION	ITEM	QUANTITY	UNIT	PRICE/UNIT	DECREASE	INCREASE	
2	Increase	EXCAVATION, CLASS 10	15.00	CY	\$15.00		\$225.00	
5	Increase	TRAIL, PCC, 5" THICK, 8' WIDE	6.00	SY	\$45.00		\$270.00	
6	Decrease	DETECTABLE WARNING	4.00	SF	\$25.00	-\$100.00		
7	Increase	PAVEMENT REMOVAL	6	SY	\$10.00		\$60.00	
11	Decrease	RIP RAP, CLASS D	24.18	TON	\$36.00	-\$870.48		
12	Decrease	SILT FENCE INSTALLATION, MAINTENANCE AND REMOVAL	120.00	TON	\$3.00	-\$360.00		
A01	Add	DRAIN LINE AND FLOOD GATE	1	LS	\$1,950.00		\$1,950.00	
						TOTALS	-\$1,330.48	\$2,505.00
						TOTAL CHANGE ORDER COST		\$1,174.52

Justification:

Item 2: Additional added for grading near west end of trail

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Items 5 & 7: Added for PCC at south end of trail to match adjacent street

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Item 6: Actual quantity.

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Item 11: Actual quantity.

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Item 12: Actual quantity.

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Item A01: Drain line added for area that did not have positive drainage.

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PARTIAL PAY ESTIMATE NUMBER FOUR-FINAL, REV  
WINGS PARK TRAIL IMPROVEMENTS, OELWEIN, IOWA  
PROJECT NUMBER 18-477

Name of Contractor: Matt Construction, Inc. 203 Y Avenue, Sumner, IA 50674		Name of Owner: City of Oelwein 20 2nd Avenue SW, Oelwein, IA 50662							
Date of Completion:		Amount of Contract:							
Original: Construction November 30, 2019, Seeding May 15, 2020		Original: \$ 155,300.00	From: July 17, 2020						
Revised:		Revised: \$ 156,474.52	Through: July 17, 2020						
Date of Completion:		Dates of Estimate:							
Item	Code	Description	Quantity	Unit	Unit Price	Quantity	Amount	Quantity	Amount
<b>BID ITEMS</b>									
1	2010-108-C-0	CLEARING AND GRUBBING	1	LS	\$ 1,500.00		\$ -	1	\$ 1,500.00
2	2010-108-E-0	EXCAVATION, CLASS 10	331	CY	\$ 15.00		\$ -	331	\$ 4,965.00
3	2010-108-I-0	SUBBASE, CRUSHED STONE, 6" THICK	906	SY	\$ 10.00		\$ -	906	\$ 9,060.00
4	7030-108-A-0	REMOVAL OF TRAIL, HMA	70	SY	\$ 10.00		\$ -	70	\$ 700.00
5	7030-108-C-0	TRAIL, PCC, 5" THICK, 8' WIDE	736	SY	\$ 45.00		\$ -	736	\$ 33,120.00
6*	7030-108-G-0	DETECTABLE WARNING	20	SF	\$ 25.00		\$ -	20	\$ 500.00
7	7040-108-H-0	PAVEMENT REMOVAL	299	SY	\$ 10.00		\$ -	299	\$ 2,990.00
8	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 500.00		\$ -	1	\$ 500.00
9	8040-108-E-0	SIGN, FURNISH & INSTALL	3	EA	\$ 250.00		\$ -	3	\$ 750.00
10	9010-108-E-0	CONVENTIONAL SEEDING, FERTILIZING, & MULCHING	0.3	AC	\$ 6,650.00		\$ -	0.3	\$ 1,995.00
11*	9040-108-J-0	RIP RAP, CLASS D	125.82	TON	\$ 36.00		\$ -	125.82	\$ 4,529.52
12	9040-108-N-0	SILT FENCE INSTALLATION, MAINTENANCE AND REMOVAL	0	LF	\$ 3.00		\$ -		\$ -
13	9090-108-A	BOLLARD, REMOVABLE	1	EA	\$ 1,415.00		\$ -	1	\$ 1,415.00
14	11,010-108-A	CONSTRUCTION SURVEY	1	LS	\$ 3,500.00		\$ -	1	\$ 3,500.00
15	11,020-108-A	MOBILIZATION	1	LS	\$ 9,000.00		\$ -	1	\$ 9,000.00
16	2429-0000100	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE	1	EACH	\$ 80,000.00		\$ -	1	\$ 80,000.00
<b>Contract Change Order Items</b>									
A01*		DRAIN LINE AND FLOOD GATE	1	LS	\$ 1,950.00		\$ -	1	\$ 1,950.00
<b>TOTAL BID ITEMS</b>									
<b>STORED MATERIALS</b>									
		PURCHASED AND STORED MATERIAL-BRIDGE			\$ 39,853.00				\$ 39,853.00
<b>TOTAL STORED ITEMS</b>									

\* Modified by Contract Change Order

PARTIAL PAY ESTIMATE NUMBER FOUR-FINAL, REV  
 WINGS PARK TRAIL IMPROVEMENTS, OELWEIN, IOWA  
 PROJECT NUMBER 18-477

This Period	Retainer 5.00%	Total to Date
\$ -	Amount Earned \$	156,474.52
\$ 7,823.73	Amount Retained	
XXXXXXXXXXXXXXXXXXXX	Stored Material	
	Previous Payments \$	148,650.79
	Amount Due \$	7,823.73

Estimated Percent of Job Completed

100%

Is Contractor's Construction Progress on Schedule?

Submitted By:

Matt Construction, Inc.

By: Kelly Matt Date: 7/27/20  
 Kelly Matt, President

Approved By:

City of Oelwein

By: Brett DeVore Date: 7/27/20  
 Brett DeVore, Mayor

Recommended By:

Fehr Graham

By: JR Date: 7/17/2020  
 Jon Biederman, Project Manager

By: Dylan Mulfinger Date: 7/27/20  
 Dylan Mulfinger, City Administrator

July 17, 2020

City of Oelwein  
20 2<sup>nd</sup> Avenue SW  
Oelwein, IA 50662

Re: Letter Recommending Acceptance  
Wings Park Trail Improvements. Oelwein, IA  
Project No. 18-477

Dear Mayor DeVore and Council Members:

Construction work on this project was started in October 2019 and completed by July 16, 2020. Work was done in substantial compliance with the terms of the Contract, Plans, Specifications, and Contract Change Order #1 for the project. With these change orders, the project's total construction cost was revised from \$155,300.00 to \$156,474.52. The opinion of probable cost at the time of the letting was \$157,147.00.

After direct observations and review of the project, I note the work of constructing the project has been completed by the Contractor and is recommended for acceptance by the City of Oelwein. Once the project is accepted, final payment can be made to Matt Construction, LLC. after waiting a minimum of thirty days. The Contractor has a two-year maintenance bond on this project with the period starting with the City's acceptance of the project.

As Engineer for the project, I hereby certify we have reviewed the completed work and the above information is correct to the best of my knowledge and recommend the City of Oelwein formally accept the project.

Respectfully submitted,



Jon Biederman, PE, LSI  
Project Engineer

JSB: bam

O:\Oelwein, City of\18-477 Wings Park Trail Imp\PA Final\18-477- Letter of Acceptance.docx



## Dillon Law PC

209 E 1st Street  
Sumner, Iowa 50674

City of Oelwein  
Attn: Dylan Mulfinger  
20 2nd Ave. SW  
Oelwein, IA 50662

## INVOICE

Invoice # 6921  
Date: 08/01/2020  
Due Upon Receipt

### City of Oelwein nuisance/abatement work

#### nuisance/abatement work 657A's

Type	Date	Notes	Quantity	Rate	Total
Expense	07/08/2020	Reimbursable expenses: Service fee on Kapler	1.00	\$65.35	\$65.35
Service	07/21/2020	draft and file motion to dismiss, email from Pat, email from Craun	0.25	\$60.86	\$15.22
Service	07/24/2020	rozniek correspondence from John Hoffmeyer	0.50	\$136.83	\$68.42
Service	07/27/2020	review order re TSC for pentecost 657a	0.15	\$60.86	\$9.13
Service	07/27/2020	rental code late fee enforcement discussion	0.20	\$136.83	\$27.37
Service	07/28/2020	follow up regarding 544 8th St. advise mayor. Follow up with squatter's advocate, tcw community development office, preparation of material for hearing	1.20	\$136.83	\$164.20
Service	07/30/2020	draft and file witness list, email to Pat, email from Pat, calendar event	0.25	\$60.86	\$15.22

**Total \$364.91**

### Detailed Statement of Account

#### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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6749	07/02/2020	\$389.37	\$0.00	\$389.37
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**Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6921	08/01/2020	\$364.91	\$0.00	\$364.91
			<b>Outstanding Balance</b>	<b>\$754.28</b>
			<b>Total Amount Outstanding</b>	<b>\$754.28</b>

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.





# Dillon Law PC

209 E 1st Street  
Sumner, Iowa 50674

City of Oelwein  
Attn: Dylan Mulfinger  
20 2nd Ave. SW  
Oelwein, IA 50662

## INVOICE

Invoice # 6865  
Date: 07/13/2020  
Due Upon Receipt

### Oelwein City sale to School

### Sale of property to Oelwein Schools

Type	Date	Notes	Quantity	Rate	Total
Service	07/13/2020	Flat Rate: Drafting Warranty Deed and Groundwater Hazard Statement to Oelwein Community School District	1.00	\$100.00	\$100.00
				<b>Total</b>	<b>\$100.00</b>

### Detailed Statement of Account

#### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6865	07/13/2020	\$100.00	\$0.00	\$100.00
			<b>Outstanding Balance</b>	<b>\$100.00</b>
			<b>Total Amount Outstanding</b>	<b>\$100.00</b>

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



## Dillon Law PC

209 E 1st Street  
Sumner, Iowa 50674

City of Oelwein  
Attn: Dylan Mulfinger  
20 2nd Ave. SW  
Oelwein, IA 50662

### CityOelwein

### Oelwein City Attorney

## INVOICE

Invoice # 6922  
Date: 08/01/2020  
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Service	07/06/2020	deniall letters.	0.25	\$133.43	\$33.36
Service	07/06/2020	email officer and dispatch, update spreadsheet, caledar event	0.20	\$59.60	\$11.92
Service	07/07/2020	parking lot correspondence	0.25	\$133.43	\$33.36
Service	07/08/2020	attention to Lansing Brothers mutiple emails and resopnd to the same. Attention to Jay's emalis.	0.50	\$133.43	\$66.72
Service	07/08/2020	calendar events, review filings multiple cases, email officer reminder, update spreadsheet	0.40	\$59.60	\$23.84
Service	07/09/2020	draft print and mail insuance deny letters x3, email to insurance	0.33	\$59.60	\$19.67
Service	07/09/2020	update new times on calendar and spreadsheet, email o Ted re service	0.10	\$59.60	\$5.96
Service	07/10/2020	draft memo for parking lot lease to Bowers North, beacon searches	0.75	\$59.60	\$44.70
Service	07/13/2020	packet retrieval	0.30	\$59.60	\$17.88
Service	07/13/2020	attention to tax sale, attention to contract questions, provide documents to RVV, attention to email from school respond to same.	0.50	\$133.43	\$66.72
Service	07/13/2020	Oelwein city council meeting	0.90	\$133.43	\$120.09
Service	07/15/2020	file return of service	0.20	\$59.60	\$11.92

Service	07/15/2020	call from John 3, email to Pat, review older emails on case	0.15	\$59.60	\$8.94
Service	07/15/2020	email to Ted re service, email to Sam with trial notification, draft witness list	0.25	\$59.60	\$14.90
Service	07/15/2020	email to sam and jim notification of trial dates	0.25	\$59.60	\$14.90
Service	07/16/2020	draft On and petition for FED on 124 7th Ave Oelwein	0.33	\$59.60	\$19.67
Service	07/16/2020	calendar event update spreadsheet	0.25	\$59.60	\$14.90
Service	07/16/2020	attention to Hallock et al. squatter issue and discussion with Community development staff re FED	0.50	\$133.43	\$66.72
Service	07/20/2020	cf nuisance property owner.	0.25	\$133.43	\$33.36
Service	07/20/2020	review emails, email logan and Sam re 124 7th AVE NW	0.20	\$59.60	\$11.92
Service	07/21/2020	email to officer with reminder	0.15	\$59.60	\$8.94
Service	07/21/2020	attention to squatter FED issues	0.50	\$133.43	\$66.72
Service	07/21/2020	FED filing for John Orstert	0.25	\$59.60	\$14.90
Expense	07/21/2020	Reimbursable expenses: filing fee- FED Ostert	1.00	\$95.00	\$95.00
Service	07/22/2020	roznick- review email chain, draft motion to dismiss	0.20	\$59.60	\$11.92
Service	07/22/2020	email to Ted re Ostert serving	0.20	\$59.60	\$11.92
Service	07/24/2020	rozinek discussion with hoffmeyer	0.25	\$133.43	\$33.36
Service	07/27/2020	file return of service Ostert	0.15	\$59.60	\$8.94
Service	07/27/2020	packet retrieval	0.30	\$59.60	\$17.88
Service	07/27/2020	Email from Heller re: Pit Bull bite; Review of picture, report, and city code. Email to Pat Dillon; .2 NJL	0.20	\$133.43	\$26.69
Service	07/27/2020	Email from Pat Dillon re: Pit Bull bite; .1 NJL	0.10	\$133.43	\$13.34
Service	07/27/2020	Email from Pat Dillon re: Rental housing trial next week with Hofmeyer. Review of ordinances attached to email. .2 NJL	0.20	\$133.43	\$26.69
Service	07/27/2020	Oelwein vicious animal hearing and council meeting	0.75	\$133.43	\$100.07
Service	07/28/2020	email from Sam, email to Pat re Ostert	0.15	\$59.60	\$8.94
Service	07/28/2020	dog bite advising with Officer Heller	0.25	\$133.43	\$33.36
Service	07/29/2020	Oelwein vs Ostert- FED	0.50	\$133.43	\$66.72
Service	07/30/2020	attention to Oelwein school closing	0.50	\$133.43	\$66.72
Service	07/30/2020	attention to Jail Fee issue	1.00	\$133.43	\$133.43

**Total      \$1,386.99**

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6750	07/02/2020	\$3,371.97	\$0.00	\$3,371.97

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6922	08/01/2020	\$1,386.99	\$0.00	\$1,386.99
<b>Outstanding Balance</b>				<b>\$4,758.96</b>
<b>Total Amount Outstanding</b>				<b>\$4,758.96</b>

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



To: Mayor and City Council

From: Dylan Mulfinger

Subject: Administrator's Council Agenda Memo

Date: 8/10/2020

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### Consent Agenda

1. Consideration of a motion to approve the minutes of the July 27, 2020 Council meeting
2. Consideration of a motion approving a Class 'B' Wine Permit renewal for Oelwein Family Pharmacy

### Resolutions

3. Consideration of a Resolution to discontinue recycling bins on City owned property
  1. Mayor and Council asked for this item to be placed on the agenda as the city is no longer interested in the blue bins on city property. The City is interested in the county placing them on their property or working with local businesses on the bins. The city has residential recycling and pays double for residents who want recycling.
4. Consideration of a Resolution directing the sale of the city's interest in 219 East Charles and 223 East Charles, Oelwein, Fayette County, Iowa
  1. The City is excited to sell these properties to RISE LTD. Rise has been approved for a variance to have a group home on this property. This will be a great investment in Oelwein and right on a visible part of Oelwein. The City Administrator recommends approving this resolution.
5. Consideration of a Resolution directing the sale of the city's interest in 308 6th Avenue SE
  1. The City has a competitive offer on this property and it is the first offer since May of 2020. The potential buyer has shown interest in remodeling the home and making a significant investment in the property. The City Administrator recommends selling the property as is and requiring the buyer to pay property taxes.
6. Consideration of a Resolution Filling the Vacancy in the Office of Third Ward Council by Appointment and the Publication of Notice Thereof
  1. The City does not have a person in mind, however the council must set and follow the calendar in order to appoint a new person. Council will have one week to come up with a name to fill the 4<sup>th</sup> ward council spot. The spot will serve two years until the next City election.

### Motions

7. Consideration of a motion approving Pay Request No. 3 from Matt Construction in the amount of \$5,035 for work completed on Wings Park Trail Improvements Project



1. The project is complete for the city. This project is ready to be closed out.  
The City Administrator recommends approving this motion.
8. Consideration of a motion approving Change Order No. 1 from Matt Construction in the amount of \$1,174.52 for Wings Park Trail Improvements Project
  1. The project is complete for the city. This project is ready to be closed out.  
The City Administrator recommends approving this motion.
9. Consideration of a motion approving Pay Request No. 4 (final) from Matt Construction in the amount of \$7,823.73 for work completed on Wings Park Trail Improvements Project
  1. The project is complete for the city. This project is ready to be closed out.  
The City Administrator recommends approving this motion.
10. Consideration of a motion accepting Wings Park Trail Improvements Project
  1. The project is complete for the city. This project is ready to be closed out.  
The City Administrator recommends approving this motion.



## PARKS MONTHLY REPORT, JULY 2020

### PARKS / CEMETERY / AQUATICS / CAMPGROUND

**Park and Recreation** [www.oelwein.fun](http://www.oelwein.fun)

This month the guys have been busy maintaining all properties. Jared is completing work on the new cemetery sign, which he should wrap up in the next week hopefully. Jay took some dirt out the complex trail bridge to fill the area in as it has washed out over the years. The supplies came to finish work on the Wings trail to take care of the drainage problem. Jay started work on the pool area to finish that project and diamonds are being prepared for little league games. Jay and Tim have been working on the road at City Park that washed out with the heavy rain. I took the skid loader with harley rake and started leveling out diamond 1 from the flooding. Signage was replaced at the tennis courts and Platt Park for the land and water grant that the City needs to keep posted and updated. I have been working on trail work, easements, and the REAP grant.

This past month the City experienced a windstorm on a Thursday afternoon, which created a mess at all the Cities properties. In all we lost six trees in the parks and trails with many branches down in all the parks and cemetery. There is still many branches and trees down at City owned lots and houses that we will continue to work on cleaning up. On Tuesday I met with the Tree Board at Red gate Park as we reviewed past projects and went over upcoming projects for this coming fall. On Wednesday evening, I met with the trails committee and we went over updates on fundraising and easements for our next projects. I have been working on trail work including easements and grants, along with turning in storm damage reports. Today there was a burial at Woodlawn for Geilenfeld funeral home. Diamonds are being drug, downtown care, pool checks and campground work completed.

During this week, the employees have been doing an excellent job keeping up with their mowing and trimming responsibilities. Last Friday someone kicked in a storage room door at Wings Park so we called the PD and had them file a report. The park employees boarded up them room, until we can get a new door in as they kicked the door off the hinges and busted the frame. While there, we removed the siding on the east side that was getting soft and replaced it with new siding that we primed and stained the week before. We also cleaned out the building that others have accumulated a bunch of junk over the years. The contractors came in this week to address the two drainage areas along the trail at Wings Park as well. The park employees went to the library and helped move shelving back into place with the carpeting project. I applied for a grant to the RJ McElroy trust for additional funding for Redgate Park to stretch our funding. We are still waiting on bids for the shelter project and the electrical project at City Park.

**PARKS / CEMETERY / AQUATICS / CAMPGROUND**

**Park and Recreation www.oelwein.fun**

Woodlawn sign



Wings Trail

Pool



Diamonds

City park road

Signage



Log Cabin

Wings





**PARKS / CEMETERY / AQUATICS / CAMPGROUND**

**Park and Recreation www.oelwein.fun**

City Park

Levin



Platt

City Hall



Vandalism

Cleaning



Siding





PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

Trails



Woodlawn sign

**Oelwein Daily Register**  
16h · 🌐

OELWEIN Area residents who go for drives or visits to Oelwein's Woodlawn Cemetery may have noticed a new sign marking the southeast diagonal entrance...  
See More

COMMUNITYNEWSPAPERGROUP.COM ⓘ

**New Woodlawn sign marks lasting remembrance to legacy...**

OELWEIN Area residents who go for drives or visits to Oelwein's Woodlawn Cemetery may have noti...

👍❤️ 79 9 Comments · 9 Shares

# McElroy Trust

Storm cleanup





## PARKS / CEMETERY / AQUATICS / CAMPGROUND

### Daily Activities

[www.oelwein.fun](http://www.oelwein.fun)

- ❖ Sanitizing shop and equipment
- ❖ Reviewing sanitizing and social distancing daily
- ❖ Pick up garbage downtown
- ❖ Water hanging flowers every morning
- ❖ Checking/maintaining parks, cemeteries
- ❖ Monthly safety checklist
- ❖ Maintenance on equipment
- ❖ Order supplies for different departments
- ❖ Safety meeting/orientations
- ❖ Weed spraying
- ❖ 3 burials, 4 cremations
- ❖ Diamonds prepared

### Progress on Projects

[www.oelwein.fun](http://www.oelwein.fun)

- ❖ Trails REAP grant finished
- ❖ Tree trimming
- ❖ Cemetery sign completed
- ❖ Website work
- ❖ Storm cleanup
- ❖ Waiting on quotes on different projects
- ❖ Wings trail extension drainage
- ❖ Mowing all parks/cemeteries/lots

### Next Month and Future Projects

[www.oelwein.fun](http://www.oelwein.fun)

- ❖ Wings Park trail extension
- ❖ Dirt work around bridges
- ❖ Diamond 3 fencing
- ❖ Website work
- ❖ Install water fountains
- ❖ Prairie planting at Platt Park
- ❖ Remove well houses at City Park
- ❖ Drinking fountains
- ❖ Extend tile at Platt
- ❖ Replace campground doors
- ❖ Bleachers to diamond 3
- ❖ Diamond 1 building work
- ❖ Storm cleanup at Red gate park
- ❖ Ash tree removal
- ❖ Picnic table repairs
- ❖ Install 3x large umbrella fixtures, Slide top canopy, Guard umbrellas
- ❖ Dead tree removal
- ❖ Signage updates for trails, Trail easements

Joshua Johnson MA  
Oelwein Park Superintendent  
319-283-0544 – Cell



# Library Report to the City Council – August 2020

## ***Rightfully Hers***

The Oelwein Public Library will host a new popup exhibition from the National Archives, ***Rightfully Hers***, commemorating the 100th anniversary of the ratification of the 19<sup>th</sup> Amendment. ***Rightfully Hers*** contains simple messages exploring the history of the ratification of the 19<sup>th</sup> amendment, women’s voting rights before and after the 19<sup>th</sup>, and its impact today. This exhibit runs through the month of August.



***Rightfully Hers*** is organized by the National Archives and Records Administration. The exhibition is presented in part by the Women’s Suffrage Centennial Commission and the National Archives Foundation through the generous support of Unilever, Pivotal Ventures, Carl M. Freeman Foundation in honor of Virginia Allen Freeman, AARP, and Denise Gwyn Ferguson.

## ***Toward a Universal Suffrage***

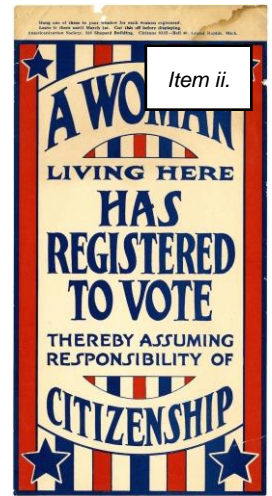
A new exhibit documenting the contributions of African American women to the suffrage movement in Iowa will be on display at the Oelwein Public Library from August 24-28.

A product of a collaboration between the Iowa Department of Human Rights’ Office on the Status of Women, the Central Iowa Community Museum, and the Carrie Chapman Catt Center for Women and Politics at Iowa State University, ***Toward a Universal Suffrage: African American Women in Iowa and the Vote for All***, highlights the contributions of African American in Iowa to the suffrage movement and reminds us that access to the ballot remains as important today as it was in 1920.



African American women played a crucial role in this struggle, advocating for women’s suffrage along with civil rights, the end to lynching, and other forms of systemized discrimination. Among these activists in Iowa were Gertrude Rush, Sue M. Wilson Brown, Helen Downey, and Vivian B. Smith.

Funding for ***Toward A Universal Suffrage*** is provided by the Iowa State University College of Liberal Arts and Sciences, Humanities Iowa, the National Endowment for the Humanities, and the Chrysalis Foundation.





# Minutes

August Tree Board Meeting  
Wings Park – North Shelter  
August 3, 2020 - 5:15 PM

**Call to Order:** 5:30pm

**Roll Call:** Brownell, Fick, Johnson, Lenth, Milks, Scheel

**Attending:** Brownell, Fick, Johnson, Lenth, Scheel

**Absent:** Milks

## Approval of Minutes

1. Consideration of a motion approving the minutes of the July 14, 2020 meeting

Motion: Brownell                      2<sup>nd</sup>: Fick  
Aye: All                                      Nay: None

**Fall 2020 Trees Forever Grant** – Lenth provided a list and a map for every one of areas that he would like to see some street trees planted. Brownell talked about some areas that he would like to see some tree planted. Scheel told the board that he would have his eleven spots picked out and Fick stated that he had numerous areas along 2<sup>nd</sup> Ave. NE that could use trees. Johnson stated that he has made some additions to the park department website, which includes information about trees. Johnson stated that he added a list of trees that have been chosen for this year’s tree planting that has pictures and information that people can view. Johnson gave out flyers to the board so that they can give to homeowners that explain the branching out program. Johnson told the board that if they needed any more flyers to call him and he would print off some more if needed.

**EAB discussion** – Johnson walked the board around the area that is seeing a lot of destruction due to EAB. The area has approximately 10 ash trees on the north side of Wings Park that are infected and are dying that will need to be removed this year. Johnson also talked about the pool front area that has infected trees that need to be replaced and Lenth suggested the City plant Japanese lilacs in their place. Lenth provided the board with an informational sheet that had a lot of information about EAB.

**Board Member Updates** - None

**Adjournment** 6:20 pm

**Next Meeting Date:** September 7, 2020

The Oelwein Public Library Board of Trustees will meet on Tuesday, August 11, 2020 at 5:00 p.m. at the Oelwein Public Library.

**AGENDA**

- Roll Call**
- Agenda Approved**
- Minutes Approved**
- Correspondence and communications –**
- Trustee Training –** Library Access – Library Website
- Director’s Report-** HVAC Fall Check, Carpeting Project, LED Conversion, Suffrage Exhibit, Director vacation
- Friend’s Report –**
- Bills Approved –**
- Unfinished Business**
  - Seedorf Masonry Report
  - September Library Services and Hours
- New Business**
  - End year expense and revenue report
  - Policy Review – Health Policy
- Adjournment**

**July Statistics**

<b>Circulation:</b>	<b>Computer Use:</b>	<b>Reference Questions:</b>
<b>20 July: 2,601</b>	<b>20 July: 101</b> <b>Wireless: 474</b>	<b>20 July: 405</b>
<i>19 July: 6,432</i>	<i>19 July: 771</i> <i>Wireless: 1,842</i>	<i>19 July: 622</i>
<b>Attendance:</b>	<b>New Patrons:</b>	<b>Program Attendance:</b>
<b>20 July: (1,124) Sunday</b>	<b>20 July: 14</b>	<b>20 July: 0</b>
<i>19 July: (3,880) Sunday</i>	<i>19 July: 44</i>	<i>19 July: 256</i>
<b>Acquisitions:</b>	<b>BRIDGES Downloads: 290</b>	<b>HOOPLA Downloads: 122</b>
<b>Books 82</b>	<b>eBooks: 155</b>	<b>eBooks: 42</b>
<b>CD’s 5</b>	<b>Audio: 132</b>	<b>Audio: 34</b>
<b>Movies 3</b>	<b>eMagazines: 1</b>	<b>Movies: 19</b>
	<b>Video: 2</b>	<b>Comics: 2</b>
		<b>Music: 7</b>
		<b>TV: 18</b>

39. (Tier 3) (ENHANCED STANDARD) The library maintains a current website. To meet this standard, the website MUST include, at a minimum, access to the library’s online catalog, information about the library, and links to local, state, or national resources. A social media page on a site such as Facebook does NOT meet this standard.

Health Policy  
December 12, 2017  
Reviewed 8/11/20

It is the responsibility of the Oelwein Public Library to maintain a healthy and clean environment for all library users and to protect the City's investment in library collections, equipment, and property. In order to fulfill this responsibility, the library may restrict a user's ability to borrow materials and/or to visit library facilities when such use may jeopardize the health and cleanliness of library facilities, collections, and users.

Examples of situations where borrowing of materials may be suspended include, but are not limited to:

- Evidence that items on loan to a library user may have been returned with insects that are known to be damaging to library materials, e.g. roaches, silverfish, and some types of beetles.
- Evidence that items on loan to a library user may have been returned with insects that can result in pest infestations in library facilities, e.g. bed bugs or roaches

Examples of situations where access to library facilities may be suspended include, but are not limited to:

- Library users, or users possessions, with fleas, lice, or bed bugs
- Library users with clothing that is stained with urine or feces

When necessary, the Library Director will notify the library user of the suspension of library privileges in order to protect library collections, facilities, or other users. Access to facilities and borrowing privileges will be restored when the suspended customer demonstrates that the situation that caused the loss of privileges has been remediated.

Any customer that has privileges suspended under the terms of this policy may request a re-evaluation of the suspension by the Library Board of Trustees.

Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	717,943.91	84,507.87	181,346.05	(916.67)	620,189.06	
051 County Emergency Manage	6,423.13	417.30	-	-	6,840.43	
110 Road Use Tax	670,136.33	107,854.45	163,302.74	-	614,688.04	
112 Trust and Agency	556,599.42	10,878.71	80,765.18	-	486,712.95	
113 Flex Spending	1,363.99	1,615.12	1,615.12	-	1,363.99	1,363.99
119 Emergency	-	754.09	-	-	754.09	
120 Sidewalks Repaired/Replaced	-	-	-	-	-	
121 Sales Tax	46,537.59	46,316.95	-	-	92,854.54	
122 Hotel/Motel Tax	50,877.90	21.64	-	-	50,899.54	
123 Gas-Electric Franchise Fee	619,489.97	156,485.02	5,976.00	(21,180.00)	748,818.99	
124 Library Bequest	372,532.21	363.46	-	-	372,895.67	
126 Downtown TIF	-	1,152.60	-	-	1,152.60	
127 Industrial Park TIF	-	-	-	-	-	
128 Ind Park SubFund TIF East Penn	173,717.98	73.89	-	-	173,791.87	
132 DARE	2,113.80	-	-	-	2,113.80	
136 Trees Forever	29,305.82	-	9,900.00	-	19,405.82	
146 Oelwein Housing Revolving Loan Fund	129,775.21	55.20	-	-	129,830.41	
160 Econ Dev (\$12,500 Wellness Res)	549,771.70	253.52	45,788.32	-	504,236.90	
161 IRP Revolving Loan	194,367.43	17,563.76	-	-	211,931.19	211,931.19
162 Downtown Business Grants	77,804.43	33.09	-	-	77,837.52	
166 NSP	-	-	-	-	-	
167 Oelwein Volunteer Fire Dept	9,007.17	-	-	916.67	9,923.84	
177 Forfeit Assets	3,820.97	-	-	-	3,820.97	
200 Debt Service	139,657.31	12,852.96	-	21,180.00	173,690.27	
201 Water Bondsinking	47,907.50	20.38	-	16,888.00	64,815.88	
202 Sewer Bondsinking	96,571.53	41.08	-	53,800.00	150,412.61	
205 Special Assessments	-	-	-	-	-	
214 2016A GO UR ED Bond Ind Pk Land	-	-	-	-	-	
269 Future Proposed Bond Sale	-	-	-	-	-	
278 West Charles Mall	-	-	-	-	-	
282 CDBG Housing Rehab	(9,009.28)	5,927.00	-	-	(3,082.28)	
285 2009 Bond Sale	-	-	-	-	-	
286 2016B GO Bond (Rise City Port)	-	-	-	-	-	
287 2020 GO Bond	945,612.94	402.23	370,611.19	-	575,403.98	
288 2016D Water Revenue Bond	-	-	-	-	-	
305 Airport Grant	(51,201.57)	-	3,093.94	-	(54,295.51)	
307 Tri Park Trail Extensions	472,125.28	450.83	-	-	472,576.11	
314 Oel Ind Park E Penn/14th St Ext	490,602.87	208.69	-	-	490,811.56	
385 West Water Tower	(46,329.93)	-	7,500.00	-	(53,829.93)	
386 42 Well Rehab	(152,784.38)	-	2,009.50	-	(154,793.88)	
387 Pave 10th Street SE/Old Road	594,708.03	252.97	14,017.50	-	580,943.50	
397 Railroad Grant-Viaduct	58,810.34	25.02	-	-	58,835.36	
501 Cemetery Perp Care	289,060.60	240.18	-	-	289,300.78	4,300.78
600 Water (2016D Reserve \$67,000)	413,059.35	106,029.11	57,002.33	(16,888.00)	445,198.13	
601 Water Infrastructure Fee	977,677.01	16,487.79	5,414.00	-	988,750.80	
620 Customer Water Deposits	125,166.32	2,700.00	2,037.30	-	125,829.02	
640 Fuel	17,029.69	-	-	-	17,029.69	
670 Landfill	26,825.78	48,581.63	82,160.50	-	(6,753.09)	
671 Recycling	4,714.44	6,530.25	19,838.37	-	(8,593.68)	
672 ROW Trees Utility Fee	41,519.92	5,416.52	8,237.39	-	38,699.05	
680 Wellness Center	-	19,746.27	14,117.39	-	5,628.88	
698 Wellness Center Reserve	-	-	-	-	-	
700 Sewer/Waste Treatment	806,380.62	134,422.87	65,565.47	(52,055.00)	823,183.02	
701 Sewer Infrastructure Fee	150,807.90	5,435.71	-	(1,745.00)	154,498.61	
706 20th Street Lift Station	90,970.62	38.70	225.00	-	90,784.32	
	<b>9,741,471.85</b>	<b>794,156.86</b>	<b>1,140,523.29</b>		<b>9,395,105.42</b>	
Fidelity 999-1003 and Community 999-1004 Money Market Accounts						8,432,571.27
CD'S Cemetery \$285,000/Water Deposits \$100,000						385,000.00
Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002						217,595.96
Unapplied Accounts Receivable						-
Balance Checking Account 999-1000						359,938.19
Payroll Liabilities						-
					<b>9,395,105.42</b>	<b>9,395,105.42</b>

Item ii.

Signature: 

Date: 8/5/2020



7/1/2020		7/31/2020		6/30/2020	
revenue	expense	transfer in	transfer out		
001-___-4	001-___-6	001-___-49	001-___-69	2,491,914.22	
051-___-4	051-___-6	051-___-49	051-___-69	21,821.43	
110-___-4	110-___-6	110-___-49	110-___-69	824,573.68	
112-___-4	112-___-6	112-___-49	112-___-69	643,822.25	
113-___-4	113-___-6	113-___-49	113-___-69	19,056.36	
119-___-4	119-___-6	119-___-49	119-___-69	39,430.71	
120-___-4	120-___-6	120-___-49	120-___-69	-	
121-___-4	121-___-6	121-___-49	121-___-69	544,518.74	
122-___-4	122-___-6	122-___-49	122-___-69	56,837.94	
123-___-4	123-___-6	123-___-49	123-___-69	731,931.23	
124-___-4	124-___-6	124-___-49	124-___-69	12,694.85	
126-___-4	126-___-6	126-___-49	126-___-69	54,941.18	
127-___-4	127-___-6	127-___-49	127-___-69	85,952.33	
128-___-4	128-___-6	128-___-49	128-___-69	655,368.98	
132-___-4	132-___-6	132-___-49	132-___-69	625.00	
136-___-4	136-___-6	136-___-49	136-___-69	17,400.00	
146-___-4	146-___-6	146-___-49	146-___-69	125,000.00	
160-___-4	160-___-6	160-___-49	160-___-69	439,509.56	
161-___-4	161-___-6	161-___-49	161-___-69	723,506.42	
162-___-4	162-___-6	162-___-49	162-___-69	75,304.43	
166-___-4	166-___-6	166-___-49	166-___-69	-	
167-___-4	167-___-6	167-___-49	167-___-69	8,303.53	
177-___-4	177-___-6	177-___-49	177-___-69	1,341.39	
200-___-4	200-___-6	200-___-49	200-___-69	1,756,770.98	
201-___-4	201-___-6	201-___-49	201-___-69	188,410.66	
202-___-4	202-___-6	202-___-49	202-___-69	590,534.99	
205-___-4	205-___-6	205-___-49	205-___-69	-	
214-___-4	214-___-6	214-___-49	214-___-69	-	
269-___-4	269-___-6	269-___-49	269-___-69	-	
278-___-4	278-___-6	278-___-49	278-___-69	-	
282-___-4	282-___-6	282-___-49	282-___-69	135,122.17	
285-___-4	285-___-6	285-___-49	285-___-69	-	
286-___-4	286-___-6	286-___-49	286-___-69	-	
287-___-4	287-___-6	287-___-49	287-___-69	2,450,669.48	
288-___-4	288-___-6	288-___-49	288-___-69	-	
305-___-4	305-___-6	305-___-49	305-___-69	316,157.38	
307-___-4	307-___-6	307-___-49	307-___-69	514,229.06	
314-___-4	314-___-6	314-___-49	314-___-69	5,582.81	
385-___-4	385-___-6	385-___-49	385-___-69	-	
386-___-4	386-___-6	386-___-49	386-___-69	-	
387-___-4	387-___-6	387-___-49	387-___-69	713,420.91	
397-___-4	397-___-6	397-___-49	397-___-69	248.20	
501-___-4	501-___-6	501-___-49	501-___-69	719.59	
600-___-4	600-___-6	600-___-49	600-___-69	1,086,047.10	
601-___-4	601-___-6	601-___-49	601-___-69	197,256.50	
620-___-4	620-___-6	620-___-49	620-___-69	39,900.00	
640-___-4	640-___-6	640-___-49	640-___-69	49,961.94	
670-___-4	670-___-6	670-___-49	670-___-69	580,677.66	
671-___-4	671-___-6	671-___-49	671-___-69	77,828.47	
672-___-4	672-___-6	672-___-49	672-___-69	64,778.94	
680-___-4	680-___-6	680-___-49	680-___-69	192,410.80	
698-___-4	698-___-6	698-___-49	698-___-69	-	
700-___-4	700-___-6	700-___-49	700-___-69	1,526,215.85	
701-___-4	701-___-6	701-___-49	701-___-69	65,023.64	
706-___-4	706-___-6	706-___-49	706-___-69	1,083.47	

Item ii.

	359,938.19	9991000 Checking	Revenue check - should equal transfers
	0.00	9991111 Utility	
	0.00	9991112 Accounts Receivable	
001-1301	0.00	0012120 payroll liabilities	
	0.00	___-2020 accounts payable	
	<b>359,938.19</b>	<b>359,938.19 Ckg Bal to match</b>	
		<b>Col I Line 63</b>	