



Agenda

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

September 14, 2020
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Warren Fisk

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

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

Consent Agenda

- [1.](#) Consideration of a motion to approve the August 24, 2020 Council Minutes
- [2.](#) Consideration of a motion approving a Class "BW" and Sunday Sales renewal for First Garden
- [3.](#) Consideration of a motion approving an ownership update and license renewal for Ross Reid Post #9 of the American Legion

Resolutions

- [4.](#) Consideration of a Resolution adopting Iowa Department of Transportation City Street Financial Report
- [5.](#) Consideration of a Resolution to Approve the First Amendment to the Owner's Statement, Covenants and Restrictions for Industrial Park Second Addition
- [6.](#) Consideration of a Resolution to Approve the Second Amendment to the Owner's Statement, Covenants and Restrictions for Industrial Park Second Addition
- [7.](#) Consideration of a Resolution Requesting Reimbursement from the Iowa COVID-19 Government Relief Fund
- [8.](#) Consideration of a Resolution Setting date for public hearing on 2020-1 amendment to urban renewal plan for Industrial Park Urban Renewal Area
- [9.](#) Consideration of a Resolution to fix a date of meeting at which it is proposed to hold a hearing on a Development Agreement with Hy-Vee

Motions

- [10.](#) Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development Committee re: Demolition Application for 220 9th Avenue SW and Hotel/Motel Funding Application from Oelwein Soccer Club
- [11.](#) Consideration of a motion authorizing signatures on Task Order with Fox Engineers for Flood Plain Mapping Services in the amount of \$5,000.00
- [12.](#) Consideration of a motion to approve Change Order No. 1 in the amount of \$55,000.00 for an altitude valve for the West Water Tower Repainting Project
- [13.](#) Consideration of a motion authorizing the purchase of a 2007 International Boom Truck from Steffen Truck and Equipment, Inc. in the amount of \$27,000.00
- [14.](#) Consideration of a motion to approve Pay Request No. 1 to Lodge Construction, Inc. in the amount of \$76,966.48 for work completed on Wings East Pavement Improvements Project
- [15.](#) Consideration of a request to temporarily suspend Noise Ordinance Regulations for Oelwein Community School outdoor Homecoming Dance September 25, 2020 from 9:30 - 11:30 P.M.

- [16.](#) Consideration of a motion approving payment to Lansing Brothers Construction Co. Inc. in the amount of \$79,500.00 for 2020 House Demolition Project - Group 1

Council Updates

Mayor's Report

- A. Consideration of a motion approving the appointment of Lynda Payne as Liaison to the Library Board
- B. Consideration of the appointment of Peggy Sherrets to the Planning and Zoning Commission
- C. Discussion on Public Safety Committee Appointment

City Attorney's Report

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

City Administrator's Report

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

Adjournment

- [ii.](#) Additional Information
-

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
Oelwein Community Plaza, 25 West Charles,
Oelwein, Iowa
August 24, 2020 - 6:00 PM

Pledge of Allegiance

Call to Order by Mayor DeVore at 6:00 PM

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

Additions or Deletions

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

Motion Carried

Citizens Public Comments - See Guidelines for Public Comments Below

Anthony Ricchio, Oelwein Soccer Club has 10, 12, 15 year old teams and all three teams are undefeated and playing against larger communities. He thanked the city for their support but is disappointed Oelwein School District does not have a school soccer program when these kids are so good. The club provided financial assistance to those that need help and every club member get to play. The club needs assistance to continue and having a school program would help with funding. The club pays \$1,200.00 in liability insurance annually. Oelwein Soccer Club is a 5 year old program but he has concerns regarding the future of the club.

Consent Agenda

1. Consideration of a motion to approve the August 10, 2020 council minutes
2. Consideration of a motion to approve the minutes of the August 17, 2020 Special Council meeting
3. Consideration of a motion to approve the Claims Resolution in the amount of \$882,896.79
4. Consideration of a motion to approve a Class 'B' Wine Permit renewal for Buds 'N Blossoms
5. Consideration of a motion approving a Class 'C' Liquor License renewal for American Legion Ross Reid Post #9

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

Motion Carried

Resolutions

6. Consideration of a Resolution Requesting Reimbursement from the Iowa COVID-19 Government Relief Fund

A motion was made by Cantrell, seconded by Fisk to adopt Resolution No. 5201-2020.

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

Motion Carried

7. Consideration of a Resolution Directing the Sale of the City's Interest in the Portion of the Vacated Alley Running East and West Adjacent to Lots 30-33, Block 2, Irvine's Addition to Oelwein, Fayette County, Iowa

A motion was made by Fisk, seconded by Cantrell to adopt Resolution No. 5202-2020.

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

Motion Carried

Motions

8. Consideration of a motion authorizing signatures on proposal with ECCO Midwest, Inc. for asbestos abatement in the amount of \$8,720.00

A motion was made by Weber, seconded by Fisk authorizing signatures. All voted aye.

Motion Carried

9. Consideration of a motion approving water and sewer services for the Homes for Iowa Project

A motion was made by Weber, seconded by Fisk to approve services with a lift station in the amount of \$650.00. All voted aye.

Motion Carried

10. Consideration of a motion to approve a request from Oelwein Volunteer Fire Department to collect funds for the Muscular Dystrophy Association's "FILL THE BOOT" campaign at the intersection of 1st Avenue and East Charles on August 28 and August 29, 2020

A motion was made by Fisk, seconded by Cantrell to approve the request. All voted aye.

Motion Carried

11. Consideration of a motion approving payment to Lansing Brothers Construction Co., Inc. in the amount of \$78,000.00 for 2020 House Demolition Project - Group 2

A motion was made by Cantrell, seconded by Fisk approving payment. All voted aye.

Motion Carried

12. Discussion on Rental Inspections

Weber believes the city is losing momentum and needs to start doing rental inspections again. DeVore, Seeders and Fisk also agree. Cantrell was surprised at the number of nuisance properties out there. Fisk would like to hire another full-time person in the department.

Weber suggested a priority complaint system.

It was Council consensus to see rental inspections started again.

Committee Reports

13. Report from Cantrell on August Park and Recreation Commission meeting

Cantrell presented August Park and Recreation minutes which can be found at <http://www.cityfoelwein.org/government/agendas-and-minutes.html>.

Mayor's Report

- N. Consideration of the reappointment of Anita Mars to the Library Board

A motion was made by Cantrell, seconded by Weber to approve the reappointment. All voted aye.

Motion Carried

City Attorney's Report

Attorney Dillon gave an update on nuisance property.

Adjournment

A motion was made by Cantrell, seconded by Weber to adjourn at 6:55 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 August 24, 2020 and copy of said proceedings was furnished to the Register August 25, 2020.

Dylan Mulfinger, City Administrator

Applicant License Application (BW0092662)

Item 2.

Name of Applicant: Hua, Quyen
Name of Business (DBA): First Garden
Address of Premises: 21 South Frederick
City Oelwein **County:** Fayette **Zip:** 50662
Business (319) 283-3700
Mailing 21 South Frederick
City Oelwein **State** IA **Zip:** 50662

Contact Person

Name Quyen Hua
Phone: (319) 238-2288 **Email** dhartmann@rfs.com

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term:12 months

Effective Date: 09/10/2020

Expiration Date: 09/09/2021

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)

Sunday Sales

Status of Business

BusinessType: Sole Proprietorship
Corporate ID Number: XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

Ownership

Quyen Hua

First Name: Quyen **Last Name:** Hua
City: Oelwein **State:** Iowa **Zip:** 50662
Position: owner
% of Ownership: 100.00% **U.S. Citizen:** Yes

Bang Fu

First Name: Bang **Last Name:** Fu
City: **State:** Iowa **Zip:** 50662
Position: spouse
% of Ownership: 0.00% **U.S. Citizen:** No

Insurance Company Information

Insurance Company: Illinois Casualty Co

Policy Effective Date: 09/10/2020

Policy Expiration 09/09/2021

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Item 2.

Applicant License Application (LC0026687)

Item 3.

Name of Applicant: Ross Reid Post #9 Of The

Name of Business (DBA): American Legion Ross Reid Post #9

Address of Premises: 108 1st Street SW

City Oelwein **County:** Fayette **Zip:** 5066200

Business (319) 283-2964

Mailing 108 1st Street SW

City Oelwein **State** IA **Zip:** 506620000

Contact Person

Name Ronald Luckeroth

Phone: (319) 283-2964 **Email** rossreidlounge@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 10/01/2020

Expiration Date:

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

Ownership

Ricky Kleppe

First Name: Ricky **Last Name:** Kleppe

City: Oelwein **State:** Iowa **Zip:** 50662

Position: Commander

% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Donald Blitsch

First Name: Donald **Last Name:** Blitsch

City: Oelwein **State:** Iowa **Zip:** 50662

Position: 1st Vice

% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Insurance Company Information

Insurance Company: Nationwide Mutual Insurance Co.

Policy Effective Date: 10/01/2018 **Policy Expiration** 10/01/2019

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Item 3.

Resolution No.

Road Use Tax Annual Street Financial Report

WHEREAS, The State of Iowa collects Road Use Tax Funds as permitted by Iowa Code 312 and transfers to each City the amount of Road Use Tax collected based on each City's population; and

WHEREAS, each city is required to record funds received and used for street projects, repairs, maintenance and operational expenses in a special Road Use Tax (RUT) Fund and numbered Fund 110; and

WHEREAS, each City is required to annually make a report known as the Street Financial Report (SFR) back to the IDOT which shows use of all RUT Funds and any other Funds used in the operation of City streets, including any funds used to service debt in conjunction with a prior street project.

NOW THEREFORE BE IT RESOLVED that the attached is a true and accurate record of the City of Oelwein Annual Street Financial Report, and the City Council authorizes the City Clerk and Mayor to sign and submit the attached report on behalf of the City of Oelwein, Iowa.

Passed, Approved and Adopted this 14th day of September, 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
Payne

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

City Administrator

Expenses	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Salaries - Roads/Streets		\$234,555					\$234,555
Benefits - Roads/Streets			\$146,155				\$146,155
Training & Dues		\$1,732					\$1,732
Building & Grounds Maint. & Repair		\$607					\$607
Vehicle & Office Equip Operation and Repair		\$5,441					\$5,441
Operational Equipment Repair		\$26,795					\$26,795
Other Utilities		\$2,393					\$2,393
Engineering		\$27,332			\$79,758		\$107,090
Insurance	\$38,340						\$38,340
Technology Expense		\$4,465					\$4,465
Other Professional Services		\$3,315					\$3,315
Minor Equipment Purchases		\$2,995					\$2,995
Office Supplies		\$1,846					\$1,846
Operating Supplies		\$49,173					\$49,173
Office Equipment		\$1,293					\$1,293
Right-of-Way						\$45,941	\$45,941
Buildings		\$68,107	\$63,071				\$131,178
Street - Preservation		\$187,855					\$187,855
Street - Safety/Environment		\$8,736					\$8,736
Principal Payment				\$483,000			\$483,000
Interest Payment				\$30,591			\$30,591
Bond Registration Fees				\$930			\$930
Street Lighting		\$106,254					\$106,254
Traffic Control/Safety		\$2,554					\$2,554
Snow Removal		\$11,444					\$11,444
Depreciation & Building Utilities		\$6,751					\$6,751
Street Cleaning		\$10,023					\$10,023
Total	\$38,340	\$763,666	\$209,226	\$514,521	\$79,758	\$45,941	\$1,651,452

Revenues	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Levied on Property	\$28,583		\$201,452	\$514,521			\$744,556
Interest	\$7,573				\$5,783		\$13,356
State Revenues - Road Use Taxes		\$824,574					\$824,574
Other State Grants - IDOT					\$38,421		\$38,421
Charges/fees	\$535					\$45,941	\$46,476
Fuel Tax Refund			\$7,774				\$7,774
Sale of Property & Merchandise	\$1,649						\$1,649
Proceeds from Debt					\$675,000		\$675,000
Total	\$38,340	\$824,574	\$209,226	\$514,521	\$719,204	\$45,941	\$2,351,806

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2009 Bonds	\$325,000	\$325,000	\$12,680	\$172,250	\$6,720	\$0
2011 Bonds	\$795,000	\$340,000	\$21,333	\$217,600	\$13,653	\$455,000
2016B GO Bond	\$960,000	\$135,000	\$14,808	\$93,150	\$10,218	\$825,000
2020 GO Bond	\$2,385,000	\$0	\$0	\$0	\$0	\$2,385,000

Description	Model Year	Usage Type	Cost	Purchased Status
Ford 137 F-250 4x2	2016	Purchased	\$24,980	No Change
IHC Truck w/Klaur Sno Go Blower	1972	Purchased	\$5,600	No Change
Champion Roller	1998	Purchased	\$15,000	No Change
JD 570 Road Grader	1995	Purchased	\$135,369	No Change
G720 Volvo Road Grader	2002	Purchased	\$79,372	No Change
Elgin Street Sweeper	1999	Purchased	\$77,681	No Change
LT-7506 Dump Truck	2002	Purchased	\$77,417	No Change
F-700 Dump Truck	1993	Purchased	\$38,980	Junked
LN8000 Dump Truck	1991	Purchased	\$38,591	No Change
LN7000 Dump Truck	1991	Purchased	\$35,880	No Change
Kioti DK65 Loader with 84" bucket	2004	Purchased	\$27,000	No Change
Bobcat A300 Skidloader	2006	Purchased	\$32,487	No Change
310SG JD Backhoe	2003	Purchased	\$31,861	No Change
Case 621E Wheel Loader	2011	Purchased	\$56,700	No Change
Ford F-250 Super Duty Pickup/V Snow Plow	2011	Purchased	\$22,393	No Change
International Dump Truck	2012	Purchased	\$105,000	No Change
Freightliner Truck	2014	Purchased	\$103,035	No Change
Freightliner Truck	2015	Purchased	\$105,600	No Change
Ford F450 Boom Truck	2004	Purchased	\$17,000	No Change

Project Description	Contract Price	Final Price	Contractor Name
OLD ROAD PAVING IMPROVEMENTS	\$292,417	\$313,116	FLYNN COMPANY INC

Summary	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Begining Balance		\$609,228			\$446,065		\$1,055,293
Expense	\$38,340	\$763,666	\$209,226	\$514,521	\$79,758	\$45,941	\$1,651,452
Revenue	\$38,340	\$824,574	\$209,226	\$514,521	\$719,204	\$45,941	\$2,351,806
Ending Balance		\$670,136			\$1,085,511		\$1,755,647

Resolution Number: 5203-2020
Execution Date: 9/14/2020
Signature: Brenda Michels

RESOLUTION NO. _____

Resolution to Approve the First Amendment to the Owner's Statement, Covenants and Restrictions for Industrial Park Second Addition

WHEREAS, the city rezoned Industrial Park Second Addition from Industrial to C-2 commercial; and

WHEREAS, the covenants on the land must be changed to accept any new buildings under the C-2 Commercial zoning; and

WHEREAS, the city owns the right-of-way, and must approve of the changes to the ground; and

WHEREAS, it is the intent of the City of Oelwein to amend the Restrictions of the Owner's Statement for Industrial Park Second Addition, City of Oelwein, Fayette County, Iowa, filed November 13, 2000 as File No. 2000-3648, in the office of the Fayette County Recorder in the attached amendment; and

THEREFORE, BE IT RESOLVED by the City Council of the City of Oelwein, Iowa the City will approve the First Amendment to the Owner's Statement, Covenants and Restrictions for Industrial Park Second Addition.

Passed and approved by the City Council of the City of Oelwein, Iowa this 14 day of September, 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

Weber
Seeders
Cantrell
Payne
Fisk
Stewart

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

City Administrator

*Amendment
for Industrial
Park 2nd Addition*

8-11-2020

**FIRST AMENDMENT TO
OWNER'S STATEMENT, COVENANTS AND RESTRICTIONS
FOR INDUSTRIAL PARK SECOND ADDITION,
CITY OF OELWEIN, FAYETTE COUNTY, IOWA**

RECORDERS COVER SHEET

Prepared by and return to: R. L. Van Veldhuizen 319-283-3203
PO Box 635
Oelwein IA 50662

Tax Statement Address: Not Applicable (unchanged)

Titleholder: Oelwein Chamber and Area Development, Inc.

Legal Description: Industrial Park Second Addition, City of Oelwein, Fayette County, Iowa

Document or Instrument number of previously recorded documents. _____

**FIRST AMENDMENT TO
OWNER'S STATEMENT, COVENANTS
AND RESTRICTIONS FOR
INDUSTRIAL PARK SECOND ADDITION,
CITY OF OELWEIN, FAYETTE COUNTY, IOWA**

This First Amendment to Owner's Statement, Covenants and Restrictions for Industrial Park Second Addition, City of Oelwein, Fayette County, Iowa, Iowa, dated this ____ day of August, 2020, executed by the following, constituting a majority of the owners of the Industrial Park Second Addition, City of Oelwein, Iowa, as follows:

Whereas Oelwein Chamber and Area Development, Inc. is the owner of Lot 3, except Parcel W, and Lots 1 and 2, Industrial Park Second Addition, City of Oelwein, Fayette County, Iowa

Whereas Oelwein Community School District is the owner of Parcel W in Lot 3, Industrial Park Second Addition, City of Oelwein, Fayette County, Iowa.

Whereas Greater Oelwein Area Charitable Foundation, Inc. is the owner of Lot 4, Industrial Park Second Addition, City of Oelwein, Fayette County, Iowa.

Whereas the City of Oelwein is the owner of public right-of-way in Industrial Park Second Addition, City of Oelwein, Fayette County, Iowa.

It is the intent of the above-named titleholders, constituting the owners of all lots in Industrial Park Second Addition, to amend the Restrictions of the Owner's Statement for Industrial Park Second Addition, City of Oelwein, Fayette County, Iowa, filed November 13, 2000 as File No. 2000-3648, in the office of the Fayette County Recorder, as follows:

1. Paragraph 2 shall be amended and replaced as follows:
 2. No retail sales or services shall be permitted on any of the above described property, except Lot 1, Industrial Park Second Addition, City of Oelwein, Fayette County, Iowa, which have been re-zoned to C-2 Commercial - Highway District, to permit uses which ordinarily serve the traveling public and commercial uses and explicitly permitting principal uses and structures pursuant to the City of Oelwein, Iowa, local zoning ordinance, including, but not limited to Motel, sales of gasoline and petroleum products, groceries and general retail sales.
2. Paragraph 7 shall be amended and replaced as follows:
 7. Any sign permitted may contain only the name and location of the business. The sign may not exceed the height of the structure upon which it is mounted and no flashing sign will be permitted. The sign may be illuminated provided that all lighting and reflections must be shielded to prevent stray light from creating a

nuisance on the other property. No sign may be allowed in the required front yard. Any business requesting a sign shall make written application to the Board of Directors of the Oelwein Chamber and Area Development, Inc. for approval of said sign including in said application the proposed size, height and location of said sign. No sign may be erected without the approval of said Board

Excepted from the above, Lot 1, Industrial Park Second Addition, Fayette County, Iowa, has been re-zoned to C-2 Commercial - Highway District, permitting signage consistent with said zoning classification, including, but not limited to electronic message signage with each face not exceeding 150 square feet and 25 feet in height.

3. Paragraph 9 shall be amended to add the following:

These restrictive covenants now recognize that Lot 1, Industrial Park Second Addition, City of Oelwein, Fayette County, Iowa, has been re-zoned C-2 Commercial - Highway District which permits uses which ordinarily serve the traveling public, any restrictive covenant to the contrary herein, the provisions in the City of Oelwein zoning ordinance shall govern.

Signed by the parties as follows on the attached pages:

Date Signed: _____ Oelwein Chamber and Area Development, Inc.

By: _____
_____, President

By: _____
_____, Treasurer

STATE OF IOWA)
) SS.
COUNTY OF FAYETTE)

On this ___ day of August, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who, being by me duly sworn, did say that they are the Vice-President and Treasurer, respectively of said corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the said) corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said _____ and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Date Signed: _____ City of Oelwein

By: _____
Brett DeVore, Mayor

By: _____
Dylan Mulfinger, City Administrator

STATE OF IOWA, COUNTY OF FAYETTE: ss

On this ____ day of August, 2020, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Brett DeVore and Dylan Mulfinger, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Oelwein, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed on behalf of the corporation, by authority of its City council, and Brett DeVore and Dylan Mulfinger acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

(notary seal)

Notary Public

(city seal)

Date Signed: _____

Oelwein Community School District

By: _____
(signature)

_____, _____
(Name) (Title)

By: _____
(signature)

_____, _____
(Name) (Title)

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this ____ day of August, 2020, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who, being by me duly sworn, did say that she is the President of the Board of Directors of the Oelwein Community School District; that no seal is affixed, and that the instrument was signed on behalf of the Oelwein Community School District, by authority of its Board of Directors, and _____ acknowledged the execution of the instrument to be her voluntary act and deed and the voluntary act and deed of the Oelwein Community School District, by it voluntarily executed.

(notary seal)

Notary Public

Date Signed: _____ Greater Oelwein Area Charitable Foundation, Inc.

By: _____
(signature)

_____, _____
(Name) (Title)

By: _____
(signature)

_____, _____
(Name) (Title)

STATE OF _____, COUNTY OF _____, SS:

On this ____ day of August, 2020, before me the undersigned a Notary Public in and for said state, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of Greater Oelwein Area Charitable Foundation, Inc., a non-profit corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that _____ as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

(notary seal)

Notary Public

RESOLUTION NO. _____

Resolution to Approve the Second Amendment to the Owner's Statement, Covenants and Restrictions for Industrial Park Second Addition

WHEREAS, the city rezoned Industrial Park Second Addition from Industrial to C-2 Commercial; and

WHEREAS, the covenants on the land must be changed to accept any new buildings under the C-2 Commercial zoning; and

WHEREAS, the city owns the right-of-way, and must approve of the changes to the ground; and

WHEREAS, it is the intent of the City of Oelwein to amend the Restrictions of the Owner's Statement for Industrial Park First Addition, City of Oelwein, Fayette County, Iowa, filed August 15, 1979 in Plat Book 4, Page 241, in the office of the Fayette County Recorder of the attached; and

THEREFORE, BE IT RESOLVED by the City Council of the City of Oelwein, Iowa the City will approve the Second Amendment to the Owner's Statement, Covenants and Restrictions for Industrial Park Second Addition.

Passed and approved by the City Council of the City of Oelwein, Iowa this 14 day of September, 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:

AYES NAYS ABSENT ABSTAIN

Dylan Mulfinger, City Administrator

Weber
Seeders
Cantrell
Payne
Fisk
Stewart

Recorded _____, 2020.

City Administrator

*Amendment for
Industrial Park 1st
Addition
8/11/2020*

**SECOND AMENDMENT TO
OWNER'S STATEMENT, COVENANTS AND RESTRICTIONS
FOR INDUSTRIAL PARK FIRST ADDITION,
CITY OF OELWEIN, FAYETTE COUNTY, IOWA**

RECORDERS COVER SHEET

Prepared by and return to: R. L. Van Veldhuizen 319-283-3203
PO Box 635
Oelwein IA 50662

Tax Statement Address: Not Applicable (unchanged)

Titleholder: Oelwein Chamber and Area Development, Inc.

Legal Description: Industrial Park First Addition, City of Oelwein, Fayette County, Iowa

Document or Instrument number of previously recorded documents. _____

**SECOND AMENDMENT TO
OWNER'S STATEMENT, COVENANTS
AND RESTRICTIONS FOR
INDUSTRIAL PARK FIRST ADDITION,
CITY OF OELWEIN, FAYETTE COUNTY, IOWA**

This Second Amendment to Owner's Statement, Covenants and Restrictions for Industrial Park First Addition, City of Oelwein, Fayette County, Iowa, Iowa, dated this ____ day of August, 2020, executed by the following, constituting a majority of the owners of the Industrial Park First Addition, City of Oelwein, Iowa, as follows:

Whereas Shri Gajanand Motel, Inc. is the owner of Parcel "A" (North 257 feet) of Lot, Block 1, Industrial Park First Addition, City of Oelwein, Fayette County, Iowa.

Whereas Bertch Cabinet Mfg. Inc. is the owner of Lot 1, Block 1, except the North 257 feet thereof, Industrial Park First Addition, City of Oelwein, Fayette County, Iowa.

Whereas Oelwein Chamber and Area Development, Inc. is the owner of Lot 2, Block 1, Industrial Park First Addition, City of Oelwein, Fayette County, Iowa.

Whereas Heavy Metals, LLC, f/k/a Heavy Metals, Inc., is the owner of Lot 1, Block 2, Industrial Park First Addition, City of Oelwein, Fayette County, Iowa.

Whereas Forsyth Management Company, LLC is the owner of Lot 2, Block 2, Industrial Park First Addition, City of Oelwein, Fayette County, Iowa.

Whereas the City of Oelwein is the owner of public right-of-way in Industrial Park First Addition, City of Oelwein, Fayette County, Iowa.

It is the intent of the above-named titleholders, constituting the owners of all lots in Industrial Park First Addition, to amend the Restrictions of the Owner's Statement for Industrial Park First Addition, City of Oelwein, Fayette County, Iowa, filed August 15, 1979 in Plat Book 4, Page 241, in the office of the Fayette County Recorder, as follows:

1. Paragraph 2 shall be amended and replaced as follows:
2. No retail sales or services shall be permitted on any of the above described property, except Parcel A in Lot 1 and Lot 2, all in Block 1, Industrial Park First Addition, City of Oelwein, Fayette County, Iowa, which have been re-zoned to C-2 Commercial - Highway District, permit uses which ordinarily serve the traveling public and commercial uses as explicitly permitting principal uses and structures pursuant to the City of Oelwein, Iowa, local zoning ordinance, including, but not limited to Motel, sales of gasoline and petroleum products, groceries and general retail sales.

2. Paragraph 7 shall be amended and replaced as follows:

7. Any sign permitted may contain only the name and location of the business. The sign may not exceed the height of the structure upon which it is mounted and no flashing sign will be permitted. The sign may be illuminated provided that all lighting and reflections must be shielded to prevent stray light from creating a nuisance on the other property. No sign may be allowed in the required front yard. Any business requesting a sign shall make written application to the Board of Directors of the Oelwein Chamber and Area Development, Inc. for approval of said sign including in said application the proposed size, height and location of said sign. No sign may be erected without the approval of said Board

Excepted from the above Parcel "A" in Lot 1 and Lot 2, all in Block 1, Industrial Park First Addition, City of Oelwein, Fayette County, Iowa, have been re-zoned to C-2 Commercial - Highway District, permitting signage consistent with said zoning classification, including, but not limited to electronic message signage with each face not exceeding 150 square feet and 25 feet in height.

3. Paragraph 9 shall be amended to add the following:

These restrictive covenants now recognize that parcel A in Lot 1 and Lot 2, all in Block 1, Industrial Park First Addition, City of Oelwein, Fayette County, Iowa, have been re-zoned C-2 Commercial - Highway District which permits uses which ordinarily serve the traveling public, any restrictive covenant to the contrary herein, the provisions in the City of Oelwein zoning ordinance shall govern.

Signed by the parties as follows on the attached pages:

Date Signed: _____ Oelwein Chamber and Area Development, Inc.

By: _____
_____, President

By: _____
_____, Treasurer

STATE OF IOWA)
) SS.
COUNTY OF FAYETTE)

On this ___ day of August, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who, being by me duly sworn, did say that they are the Vice-President and Treasurer, respectively of said corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the said) corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said _____ and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Date Signed: _____ City of Oelwein

By: _____
Brett DeVore, Mayor

By: _____
Dylan Mulfinger, City Administrator

STATE OF IOWA, COUNTY OF FAYETTE: ss

On this _____ day of August, 2020, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Brett DeVore and Dylan Mulfinger, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Oelwein, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed on behalf of the corporation, by authority of its City council, and Brett DeVore and Dylan Mulfinger acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

(notary seal)

Notary Public

(city seal)

Date Signed: _____

Shri Gajanand Motel, Inc.

By: _____
(signature)

_____, _____
(Name) (Title)

By: _____
(signature)

_____, _____
(Name) (Title)

STATE OF _____, COUNTY OF _____, SS:

On this ____ day of August, 2020, before me the undersigned a Notary Public in and for said state, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of Shri Gajanand Motel, Inc., the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that _____ as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

(notary seal)

Notary Public

Date Signed: _____

Bertch Cabinet Mfg., Inc.

By: _____
(signature)

_____, _____
(Name) (Title)

By: _____
(signature)

_____, _____
(Name) (Title)

STATE OF _____, COUNTY OF _____, SS:

On this ____ day of August, 2020, before me the undersigned a Notary Public in and for said state, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of Bertch Cabinet Mfg., Inc., the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that _____ as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

(notary seal)

Notary Public

Date Signed: _____ Heavy Metals, LLC (f/k/a Heavy Metals, Inc.)

By: _____
(signature)

_____, _____
(Name) (Title)

STATE OF _____, COUNTY OF _____, SS:

On this ____ day of August, 2020, before me the undersigned a Notary Public in and for said state, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the authorized Member of said Heavy Metals, LLC, a limited liability company, and that said instrument to which this is attached, was signed on behalf of the said limited liability company by authority of its managers and members; and the said _____ has acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said limited liability company, by it voluntarily executed.

(notary seal)

Notary Public

Date Signed: _____ Forsyth Management Company, LLC

By: _____
Dan Forsyth, Member and Manager

STATE OF _____, COUNTY OF _____, SS:

On this ____ day of August, 2020, before me the undersigned a Notary Public in and for said state, personally appeared Dan Forsyth, to me personally known, who being by me duly sworn, did say that he is the authorized Member of said Forsyth Management Company, LLC, a limited liability company, and that said instrument to which this is attached, was signed on behalf of the said limited liability company by authority of its managers and members; and the said Dan Forsyth has acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said limited liability company, by it voluntarily executed.

(notary seal)

Notary Public

RESOLUTION NO. _____

Resolution Requesting Reimbursement from the Iowa COVID-19 Government Relief Fund

WHEREAS, the City of Oelwein requests reimbursement for eligible costs related to the COVID-19 public health emergency from the Iowa COVID-19 Government Relief Fund; and

WHEREAS, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic; and

WHEREAS, Governor Kim Reynolds allocated \$100 million of the State of Iowa’s CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency; and

WHEREAS, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic, were not accounted for in the current fiscal year city budget, were incurred during the time period of March 1, 2020 through December 30, 2020 and have not been reimbursed from other sources; and

THEREFORE, BE IT RESOLVED, the City of Oelwein requests reimbursement of \$107,467.75 in eligible expenditures from public health and safety workers in response to the COVID-19 public health emergency.

Passed and approved by the City Council of the City of Oelwein, Iowa this 14 day of September, 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

Weber
Seeders
Cantrell
Payne
Fisk
Stewart

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

City Administrator

RESOLUTION NO. _____

Setting date for public hearing on 2020-1 amendment to urban renewal plan for Industrial Park Urban Renewal Area

WHEREAS, the City Council of the City of Oelwein, Iowa (the “City”) has created the Industrial Park Urban Renewal Area (the “Urban Renewal Area”) and has approved an urban renewal plan for that Area; and

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a city adds any property or approves any new urban renewal project to an urban renewal plan, a city must amend the existing urban renewal plan to include that new property or project; and

WHEREAS, an amendment to the urban renewal plan for the Industrial Park Urban Renewal Area has been prepared which identifies certain property to be added to the Urban Renewal Area and describes a new urban renewal project in the Urban Renewal Area related to a development agreement with Hy-Vee; and

WHEREAS, it is now necessary that a date be set for a public hearing on that plan amendment;

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

Section 1. This City Council will meet at the City Hall on October 12, 2020, at _____ p.m., at which time it will hold a public hearing on the proposed 2020-1 urban renewal plan amendment for the Industrial Park Urban Renewal Area.

Section 2. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator is hereby designated as the City’s representative in connection with the consultation process which is required under that section of the urban renewal law for the amendment.

Section 3. Notice of the hearing on the amendment for the Industrial Park Urban Renewal Area shall be published in the form set out as follows, which publication shall be made in a legal newspaper of general circulation in Oelwein, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for hearing.

NOTICE OF PUBLIC HEARING ON PROPOSED 2020-1 AMENDMENT TO
URBAN RENEWAL PLAN FOR INDUSTRIAL PARK URBAN RENEWAL
AREA

Notice Is Hereby Given: That at _____ p.m., on October 12, 2020, at the City Hall, the City Council of the City of Oelwein, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Industrial Park Urban Renewal Area to describe certain property to be added to the Urban Renewal Area and an urban renewal commercial development project, including a tax increment rebate agreement with Hy-Vee, involving incremental revenue in an amount not to exceed \$400,000.

A copy of the amendment is on file for public inspection in the office of the City Clerk.

At that time, any interested person may file written objections or comments and may be heard with respect to the subject matters of the hearing.

Dylan Mulfinger
City Clerk

RESOLUTION NO. _____

To fix a date of meeting at which it is proposed to hold a hearing on a Development Agreements with Hy-Vee

WHEREAS, the City of Oelwein, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City’s Industrial Park Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with Hy-Vee (the “Company”) in connection with the development of a commercial property located in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide property tax incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$400,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreements;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Oelwein, Iowa, as follows:

Section 1. This Council shall meet at the City Hall on October 12, 2020 at _____ p.m., at which time a public hearing will be held on the Development Agreement.

Section 2. Notice of the proposed hearing on the Development Agreement shall be published at least once not less than four days and not more than twenty days before the date of the meeting in a legal newspaper of general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF MEETING FOR PUBLIC HEARING ON DEVELOPMENT AGREEMENT
WITH HY-VEE

The City Council of the City of Oelwein, Iowa, will meet at the City Hall on October 12, 2020, at _____p.m., at which time a hearing will be held on a Development Agreement between the City and Hy-Vee, related to the Company's development and renovation of property located in the City's Industrial Park Urban Renewal Area, at 1345 S. Frederick Street.

The Development Agreement provides for certain property tax incentives in the form of annual appropriation incremental property tax payments in a total amount not exceeding \$400,000, as authorized by Section 403.9 of the Code of Iowa.

The commitment to make annual appropriation incremental property tax payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated by property owned by Hy-Vee located within the Industrial Park Urban Renewal Area. All payments under the Development Agreement will be subject to annual appropriation by the City Council.

At the meeting, the Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement.

This notice is given by order of the City Council of Oelwein, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Dylan Mulfinger
City Clerk



**CITY OF OELWEIN
HOTEL AND MOTEL TAX FUNDING APPLICATION
(TOURISM)**

Application Deadlines
September 1 -- December 1
March 1 -- June 1

Applications must be received by 5:00 p.m. on the deadline date. All areas of the applications must be completed and typed. Each applicant will be afforded the opportunity to attend a brief question and answer session with the Advisory Board.

Organization Name: Oelwein Soccer Club

Contact Name: Jessica Burkhart

Mailing Address: 9 S Frederick Ave

City, State, Zip: Oelwein, IA 50662

Phone: 319-283-5720

Fax:

Email Address: jburkhart5720@gmail.com

Total Project Cost: \$4430.00

Total Requested from Hotel/Motel Tax Funds: \$4430.00

Please indicate which category you are applying for funds:

- Category 1 - Primary
- Category 2 - Community Culture and Education
- Category 3 - Community Recreation and Events
- Category 4 - New and Emerging Organization and Events

Please sign and date this application. Your signature below certifies that you have read and understand all of the guidelines for this funding program. You further understand that you will be required to submit a summary of expenses at the end of the project and that if any funds are not expended or are found to be outside the scope of the grant made by the City Council you will be **required to reimburse/return** these funds to the City of Oelwein.

Applicant:

by:

Date 08/27/2020

Jessica Burkhart
(printed name)

**CITY OF OELWEIN
HOTEL/MOTEL TAX FUNDING APPLICATION
(Tourism)**

Project Identification

1. What is the title of your project? **Oelwein Soccer Protective Net & Balls**

Provide a brief description of your project. Attach additional pages, if needed.

Oelwein Soccer currently practices and plays at the Birdnow Soccer Complex on the West side of Hwy 150 and 20th St. The All-purpose backdrop system would prevent the ball from going into the businesses to the south and the parking lot. This would help keep safer so they don't have to run in the parking lot for balls. Each level of soccer is in need of newer soccer balls for practice and games.

2. Hotel and Motel Tax Funds must be used to fund projects that promote and/or expand tourism activity in Oelwein. How will your project help to realize this goal?

With the added sets of balls each team will have adequate practice and game gear as we continue to expand. Keeping the players and in a save environment to practice and play is also something we will strive to do.

3. Project Evaluation:

A. Targeted Population **Youth**

- 1) Hotel/Motel guests generated by project
 - a. Number of projected hotel/motel guests. **Teams from out of town may stay the night before or the night of the game.**
 - b. How will hotel/motel guests be tracked. **WE can contact teams the opposing teams if they is anyone getting a hotel for the evening.**
- 2) Number of adults the project will reach **30**
- 3) Number of youth the project will reach **200**

B. Geographic area of draw

The Oelwein Soccer Club plays in the Northeast Iowa Soccer League. Teams come as far as Clear Lake, Decorah, Postville, West Union, Tripoli and Sumner to name a few. Most games are played on Saturday's and a few Sunday's.

C. Volunteers

- 1) Number of volunteers
Oelwein Soccer Board Members (6) Coaches (6) Maintenance (4)
- 2) Number of volunteer hours **Approximately 20 per week. 3 months in the Spring and 3 in the Fall**

D. Attendance of event previous year(s) **130 at each game, this included players, spectators, refs and coaches.**

E. Day open to public or performance(s) **Practices are held 4 evening a week during the season and Games are held on Saturday mornings/afternoons 6 weekends in the spring and fall.**

4. Project Budget

A. Please provide a project budget and schedule of completion including all expenses. If desired, the project budget may be attached to the application. If exact costs are not known please attach estimates to the application, which should be identified as such.

Qty 1	AlumaGoal All-Purpose Back System	\$3000.00	\$3000.00
Qty 2	Select 10 pack size 5 Soccer balls	\$400.00	\$800.00
Qty 2	Select 10 pack size 4 Soccer balls	\$315.00	\$630.00
	Total		\$4430.00

B. List sources of matching funds obtained below. Funding requests are eligible for up to 100% funding, but priority will be given to projects with additional sources of funding, including in-kind donations.

The Oelwein Soccer Club solicits donations from local businesses each season to cover the cost of field paint and equipment. We also charge each of the participants to play. These fees go towards uniforms, league registrations, insurance and referees.

C. Is this application "seed money" for a new project? If yes, please explain.
No

D. Is this application for the expansion of an existing project/program? If yes, please explain.

Yes, every year we try and grow the club.

E. Have you ever received Hotel/Motel Tax Funding from the City of Oelwein in the past?

Yes: No: (check one)

If you answered yes, please answer the following: (attach additional pages, if needed)

Amount of Funding: \$ \$2000.00 & \$2500.00

Date of Funding: June 2018 & June 2019

Assurances

Applicants hereby agree and acknowledge that:

If they are awarded funds, they will conduct their operations in accordance with Title VI and the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, as amended, which prohibits discrimination against any employee, applicant for employment, or any person participating in a sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;

They will comply with the Americans with Disabilities Act;

They will comply with all other applicable State and federal laws, rules, ordinances, regulations, and orders;

They will expend funds, received as a result of this application, solely on the described project and programs included within the grant application documents within the fiscal year from which the grant is disbursed;

If they are awarded funds, applicants will include in all appropriate promotions, publicity, advertising, and in printed material the following credit line as applicable:

This project was partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

Our operations are partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

Our operations are and this project was partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

The filing of this application has been approved by the legally authorizing body of the applicant, if applicable;

The facts, figures and information contained in this application including all attachments, are true and correct;

Failure to comply with the administrative rules for this program will result in the forfeiture of funds allocated based upon this application grant;

All records of the grantee relating to this grant application are available during reasonable business hours to the City or their authorized representative upon request;

All records of the grantee related to this grant will be maintained for a period of three years following the date the final grant payment is made;

Assurances Continued

All grantees acknowledge that the source of the grant it is requesting from the City comes from the hotel and motel tax applicable in the City of Oelwein as contemplated by Iowa Code Chapter 422A (2007). The grantee specifically acknowledges the limited use that can be made of hotel and motel tax revenues and assures the City of Oelwein that the grant will be used only for allowable purposes as specifically set forth in Iowa Code Chapter 422A (2) (4) (2007). The grantee additionally and specifically acknowledges and assures the City of Oelwein that it will not use the grant for any purpose, which would be improper pursuant to this law. Furthermore, the grantee warrants that should it use the grant for any purpose not allowed by Iowa Code Section 422A (2)(4)(2007) that it will reimburse, in full, the City of Oelwein the entire amount of the grant;

All grantees acknowledge and assure the City of Oelwein that all grant funds received shall be segregated from other funds maintained by the grantee, until used for the proper purposes as described herein. The sums will be deposited into a segregated, identifiable checking account;

All grantees expressly acknowledge and assure the City of Oelwein that none of the sums received hereunder shall be used for "political purposes" as contemplated by Chapter 56 of the Code of Iowa (2007).

Cost Reimbursement

- o A complete project budget and schedule of completion must be included with the application.
- o Applicants must have accurate estimates included with the project budget.
- o Applicants are eligible for up to 100% funding and funds will be distributed upon approval of the City of Oelwein City Council.
- o Funds will be paid only to the applicant, not to contractors or vendors.
- o Upon completion of the project, the applicant must submit documentation of expenses and a project recap **within 60 days to City Hall.**
- o Any funds that are not expended or are found to be outside the scope of the grant made by the Funding Advisory Board must be reimbursed/returned, by the applicant, to the City of Oelwein **within 60 days.**
- o **Failure to comply with the aforementioned rules will prohibit the applicant from applying for funds for one year.**



Recipient

8-27-2020

Date

Recipient

Date



RESIDENTIAL DEMOLITION ASSISTANCE APPLICATION

Demolition cost assistance for up to 50 percent, with a limit not to exceed \$5,000 is available from the City of Oelwein through Neighborhood Revitalization Program Funds. Application deadlines are January 1, April 1, July 1 and October 1 annually. Along with the application, three demolition bids must be included for consideration. All qualified applications will be reviewed and prioritized by the Oelwein City Council. Reimbursement of funds will be awarded 30 days after demolition, once the final demolition invoice and proof of payment are provided and a successful inspection is completed by a Code Enforcement Officer.

A qualified applicant may apply for funding demolition to more than one qualified property. A qualified property may only receive a single award of program funds. Applications which are not funded may reapply.

PROJECT INFORMATION

Address of Property to be Demolished:	220 9th Ave SW, Oelwein, IA
Applicant Name:	Jerry & Alice Peeper
Owner Name:	Jerry & Alice Peeper
Mailing Address:	224 9th Ave SW
City, State, Zip:	Oelwein, IA 50662
Phone:	319-283-0983
E-mail Address:	japeeper@gmail.com
Legal Description:	lot 16, block 16 Armstrongs addition
Application date:	8/17/2020

If qualified applicant has received Economic Development Neighborhood Revitalization Program funding for any other qualified property, for each property state the following:

Year awarded

Project (address of property)

Amount awarded

List last date the structure was continuously occupied June 1, 2020

List the last time this structure was served by utilities July 17, 2020

If Applicant is qualified as the purchaser pursuant to a valid offer to buy the qualified property, then attach a copy of offer to buy or other purchase contract document.

List partners and identify participation in the project (such as, financial, administrative, etc.):

Partner

Identify participation in project

(For Official Use Only)

Community Development Department Application Review

Application reviewed on:

Application reviewed by:

Comments:

**CITY OF OELWEIN – ECONOMIC DEVELOPMENT
NEIGHBORHOOD REVITALIZATION PROGRAM**

For purposes of this program a qualified applicant is defined as:

- 1) Current property owner or holder of a valid offer to buy contingent only on the successful award of funding from the City of Oelwein for Economic Development – Neighborhood Revitalization Program; and

For purposes of this program, a qualified property shall be defined as:

- 1) Structure(s) or improvement(s) on the real estate that are not suitable for human habitation;
- 2) Estimated cost of repair or rehabilitation of the structure(s) exceeds the economic value of the real estate and improvements;
- 3) No Economic Development – Neighborhood Revitalization Program funds have previously been allocated to improvement of the real estate;
- 4) Improvements to the qualified property pursuant to the application will be completed within 45 days of the City Council’s award of funds. The Council may extend the deadline upon written application submitted to the City Council prior to expiration of the initial deadline and supported by good cause beyond the applicant’s control.
- 5) Improvement by total demolition of structure(s). No partial demolition of a structure shall qualify.

Brewer Construction, LLC

1251 Fontana Blvd
 Hazleton, IA 50641

Estimate

Date	Estimate #
8/3/2020	485

Name / Address
Jerry Peeper 9 th Ave S.W. Oelwein IA 50662

			Project
Description	Qty	Cost	Total
Remove and dispose of house at 224 9th Ave. S.W.	1	8,100.00	8,100.00
Permits	1	50.00	50.00
		Total	\$8,150.00

Customer Signature _____

Bryan Construction Inc

1302 Outer Rd
Oelwein, IA. 50662

Estimate

DATE	ESTIMATE NO.
7/29/2020	2349

NAME / ADDRESS
Jerry Peeper 220 9th Ave SW Oelwein, IA 50662

DESCRIPTION	QTY	COST	PROJECT
			TOTAL
Demolition House 220 9th Ave SW Oelwein 1. Cap Utilities As Required By City 2. Provide Demolition Permit 3. Remove Trees As Needed 4. Demolish House 5. Transport / Disposal Of House And Contents At Black Hawk County Landfill 6. Remove Foundation And Provide Clean Fill To Minimum 4' Depth 7. All Work To Be In Compliance With Governing Regulations 8. Tire Removal Fee Is \$20.00 Each (Not Included)		6,800.00	6,800.00
Proposal Valid For 30 Days		TOTAL	\$6,800.00

August 17, 2020

Jerry & Alice Peeper
224 9th Ave. SW
Oelwein, Iowa 50662

Re: House Demolition at 220 9th Ave. SW

Jerry & Alice Peeper,

As requested, we are submitting a proposal for the demolition of the house at 220 9th Ave. SW in Oelwein, Iowa. Our Cost Proposal and detailed Scope of Work are as follows:

Scope of Work – Demolition

City of Oelwein Demolition Permit
Iowa One Call to locate utilities
Disconnect of water and sewer service at property line per the City of Oelwein requirements
Demolition of house
Removal of building debris and landfill dumping fees
Removal of concrete private sidewalks
Removal of foundations to 4' below grade
Backfill of basement
Regrade disturbed areas to drain
4" of topsoil and fine grading
Contractor Salvage Rights to materials and items left in building at time of demolition
General Liability Insurance

Exclusions

Disconnect of water, sewer, electrical, and gas services
Hazardous material (including asbestos) testing, removal, and disposal

Bid Proposal - \$7,945.00

Terms – Net 15 Days

We will protect the City sidewalk to allow our access with heavy construction equipment. We will not be responsible for replacement of the City sidewalk at completion of the project.

All work to be completed per all State, Federal, and City requirements.

If you have any questions, you can contact me at 563-543-7360 cell.

Respectfully submitted,
Chad Lansing
Lansing Brothers Construction

August 31, 2020

This is Task Order No. 7120-20A, consisting of 2 pages.

Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated September 15, 2008 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

A. Title: FEMA Mapping Consultation

B. Description: FEMA is in the early stages of revising the Effective Flood Insurance Rate Map (FIRM) in the City of Oelwein. The preliminary FEMA maps shows an increase in the 100-yr flood zone that will require several homeowners and downtown business to purchase yearly flood insurance. The goal of the project is for FOX to investigate potential errors in the map and/or flood model to remove as many properties from the special flood hazard area as possible. FOX will complete a topographic survey of the FEMA cross section areas, compare cross sections, and investigate the flood model for errors.

1. Services of Engineer - Basic Services of Engineer shall be as per Exhibit A except as modified below:

a. A1.01 (Study and Report Phase) – As per exhibit A, but with the following additions:

- (1) FOX will obtain the hydraulic models developed by FEMA.
- (2) FOX will perform a field topographic survey to verify the FEMA cross section data is correct.
- (3) FOX will investigate the FEMA flood model for potential errors. FOX will NOT be performing a detailed study; rather we will attempt to verify that the model was created per the generally approved engineering practices.
- (4) FOX will have meetings with IDNR Floodplains and FEMA to review or findings. FOX will not be attending any council meetings unless requested by the Owner.

b. A1.02 (Preliminary Design Phase) – This scope of services is not included with this Task Order.

c. A1.03 (Final Design Phase) – This scope of services is not included with this Task Order.

d. A1.04 (Bidding Phase) - This scope of services is not included with this Task Order.

e. A1.05 (Construction Phase) - This scope of services is not included with this Task Order.

f. Part 2 (Additional Services) - This scope of services is not included with this Task Order.

2. Owner's Responsibilities - As per Exhibit B.

3. Times for Rendering Services - Engineer and Owner are aware that there are factors outside the Engineer’s control that may affect the Engineer’s schedule for completing the services to be provided under this Agreement. The Engineer shall perform these services with reasonable diligence and expediency consistent with sound professional services. The Study & Report Phase will be completed within 45 days of the signed acceptance of this agreement.

4. Payments to Engineer - As per Exhibit C and as follows:

Phase	(Hourly/Lump Sum)*	Amount
Study & Report Phase	Hourly Estimated	\$5,750
Meeting	Hourly Estimated	\$1,000

- 5. **Engineer's Consultants** - None
- 6. **Other Modifications to Master Agreement** - None
- 7. **Attachments** – None
- 8. **Documents Incorporated By Reference** - None

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2020.

Engineer

John Gade 8/31/2020
 Signature Date

John Gade, P.E.
 Name

Project Manager
 Title

Designated Representative for Task Order:

John Gade, P.E.
 Name

Project Manager
 Title

414 S 17th Street (Suite 107)
Ames, IA 50010
 Address

jmg@foxeng.com
 E-Mail Address

515-233-0000
 Phone

Owner

 Signature Date

Dylan Mulfinger
 Name

City Administrator
 Title

Designated Representative for Task Order:

Dylan Mulfinger
 Name

City Administrator
 Title

20 2nd Ave SW, Oelwein, IA 50662
 Address

DMulfinger@cityofuelwein.org
 E-Mail Address

(319) 283-5440
 Phone



Memo

To: Honorable Mayor & City Council,

From: Utility Superintendent Victor Kane

CC: City Administrator Dylan Mulfinger

Reference: West Tower Change Order

Date: 09/10/20

Greetings,

I am sure you are wondering why we have a change order already on this project. It is not an issue with the project design as I will explain. The additional work needed is to deal with a water flow issue to the tower. Around 2006 the City was mandated to increase water pressure in the higher elevation areas of town. This was done by dividing the water system into two. During this time the City had well issues they had to address. Over this time, we increased the pumping capacity of the 80 well a few years back. The current 42 well project was the final piece which also increased the pumping capacity. With the 42 well recently operable we were able to finally operate all the wells at their full capacities. A great day long awaited.

However, a unforeseen problem surfaced due to the new pump capacities combined with the hydraulics of the divided system. The short version is when the wells run in combination, they quickly overflow the west tower but do not fully fill the east tower. Once the wells shut down the water level equalizes between the two towers and the wells turn right back on again. We cannot control the situation through the well controls. What is needed is an altitude valve. This valve will close the west tower when full allowing the east tower to continue to fill as illustrated here: <https://www.youtube.com/watch?v=Z8-dvs4iRr8>.



Altitude Valve

The contractor will be replacing valves at the tower making this the most feasible time for this installation. The City has the funds to cover this Change order.

Due to this change the contractor has requested to modify the project schedule. With the added work they do not want to chance carrying into temperature issues with the painting. They would like to complete the piping and tower metal work this fall. It will be returned to service until next spring when it will be painted.

I recommend approval of this \$55,000 change order and schedule change.

Thank you for your time.

Victor Kane

From the Desk of
Oelwein Utility Superintendent Victor Kane

Change Order No. 1

Date of Issuance: 9/9/2020
 Owner: City of Oelwein, Iowa
 Contractor: Maguire Iron, Inc.
 Engineer: FOX Engineering
 Project: West Water Tower Repainting

Effective Date: 9/14/2020
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: 3406-19A
 Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Descriptions:

Item 1: Remove all lead jointed piping and fittings in the valve pit and replace with new ductile iron pipe and fittings as indicated in the attached revised Figure C. Includes new 14" tee, 14"x12" pipe reducers, and pipe supports between the new 12" gate valves.

Item 2: Install a 14-inch altitude valve for 2-way flow in the vertical piping located in the valve pit as indicated in the attached revised Figure C. Valve provided with fusion bonded epoxy coating and opening/closing speed control.

Item 3: The Contract Time shall be modified as follows:

1. The Contract time shall be revised to include an additional 10 calendar days. The Contractor shall complete the tank welding, concrete repairs, and repairs to the valve pit within 45 calendar days from the commencement of the contract times (tower removed from service) and have the tank ready to go back into service on or before December 1, 2020 at which time the contract time will be suspended.
2. All remaining work shall be completed in 2021 with the contract time resuming on the date the contractor requests the tank be removed from service per SC-4.01.A but no sooner than April 1, 2021 and no later than June 1, 2021. All remaining work shall be completed within the calendar days of the contract time remaining for final completion and payment.

Attachments: *Revised Figure C*, Contractor COR #1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>765,220.00</u>	Original Contract Times: Substantial Completion: <u>120 calendar days</u> Ready for Final Payment: <u>150 calendar days</u>
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order: \$ <u>765,220.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>120 calendar days</u> Ready for Final Payment: <u>150 calendar days</u>
[Increase] of this Change Order:	Increase of this Change Order: Substantial Completion: <u>10 calendar days</u>

\$ 55,000.00

Ready for Final Payment: 10 calendar days

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:
Substantial Completion: 130 calendar days

\$ 820,220.00

Ready for Final Payment: 160 calendar days

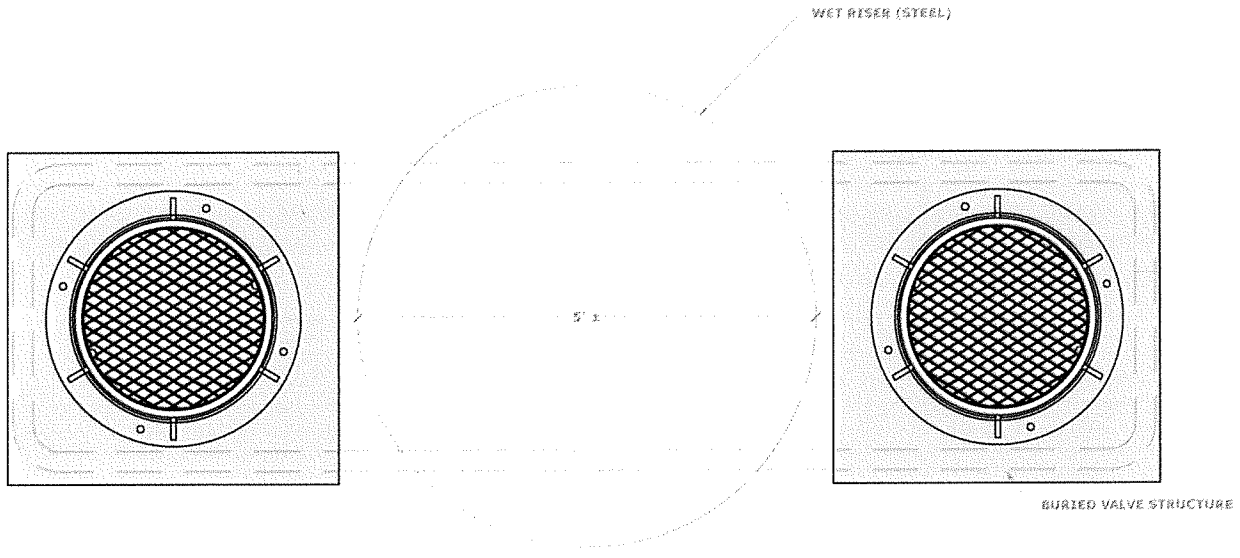
RECOMMENDED:
By: Matthew Hawes
Engineer (if required)
Title: Project Engineer
Date: 9/9/2020

ACCEPTED:
By: _____
Owner (Authorized)
Title: _____
Date: _____

ACCEPTED:
By: Tony Wendel
Contractor (Authorized)
Title: Chief PM Officer
Date: 9/9/20

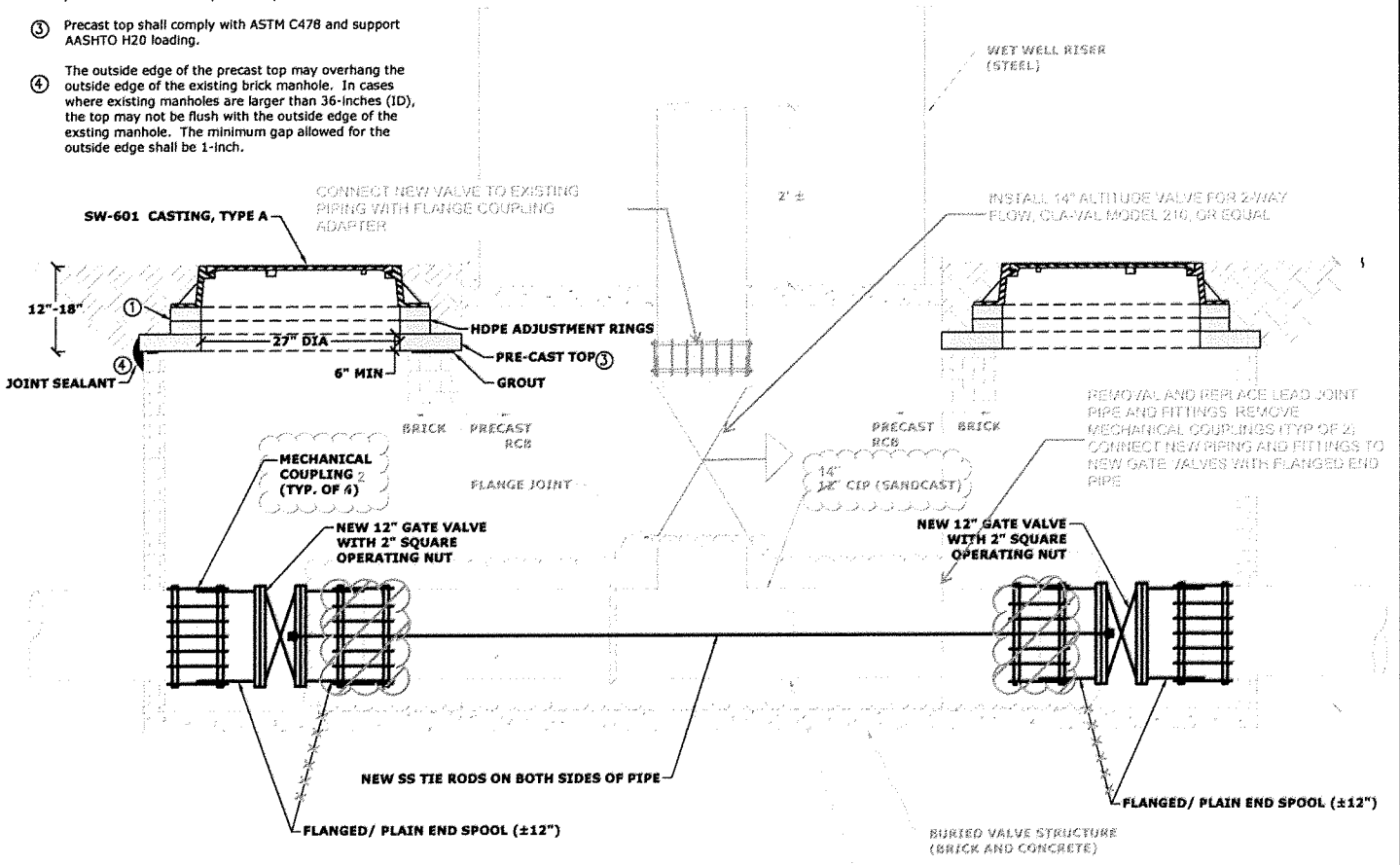
Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



PLAN

- ① Contractor shall use 1" butyle sealant rope as per ASTM C-990 and manufacturer's recommendations to achieve an air tight seal.
- ② Contractor shall verify existing brick manhole diameter prior to construction of precast top.
- ③ Precast top shall comply with ASTM C478 and support AASHTO H20 loading.
- ④ The outside edge of the precast top may overhang the outside edge of the existing brick manhole. In cases where existing manholes are larger than 36-inches (ID), the top may not be flush with the outside edge of the existing manhole. The minimum gap allowed for the outside edge shall be 1-inch.



SECTION

NOT TO SCALE



**OELWEIN WEST ELEVATED WATER TANK
VALVE VAULT MODIFICATIONS**
CHANGE ORDER NO. 1

FIGURE: C	
REVISION	NO. DATE
DRAWN JAK	PROJECT NO. 3406-19A DATE 1-23-2020



Memo

To: Honorable Mayor & City Council,

From: Utility Superintendent Victor Kane

CC: City Administrator Dylan Mulfinger

Reference: City Bucket Truck

Date: 09/10/20

Greetings,

In 2018 the City purchased a used 2006 Ford F-550 bucket truck with 91,000 miles and A 42-foot Altec boom for \$17,000.



The amount of use this unit has seen is impressive. From tree removals to hanging flags, banners and Christmas decorations. It has become a critical piece of our fleet. Due to a recent incident the trucks boom suffered damage that quickly surpassed the units salvage cost. The City received an insurance payout of \$27,358.34.

We have located a 2007 International 4200 bucket truck with 38,000 miles and a 45-foot Altec boom. The truck has all new tires with the boom recently passing inspection. We have a tentative agreement to purchase this unit for \$27,000. I respectfully request approval to purchase this unit.



Thank you for your time.

Victor Kane

From the Desk of
Oelwein Utility Superintendent Victor Kane



Steffen Truck and Equipment, Inc

4535 Harbor Drive
Sioux City, IA 51111
P: (712) 279-8080 TF: (712) 279-8070
www.NorthAmericanTruckTrailer.com

BILL OF SALE Item 13.

Date: 09/14/2020
Deal#: 2020-2703 | DE-36237
Invoice#: ST1279
Salesperson: Mike Feathers

-----WIRING INSTRUCTIONS-----

**First Bank & Trust | 520 6th St | Brookings | SD | 57006-5057 | (605) 696-2265 | ABA# 091408446 | ACCT# 1100206737
NAME: North American Truck & Trailer | (605)332-7112 | Fax (605) 367-1225**

Bill To: PROS-007158
CITY OF OELWEIN
20 2nd Ave SW
Oelwein IA 50662
Phone: (319)283-1197

Ship To:
CITY OF OELWEIN
20 2nd Ave SW
Oelwein, IA 50662

Stock#	VIN#	Year	Make	Model	Odometer	Color	Price:	Amount
MPFP1292	IHTMPAFL07H389385	2007	INTERNATIONAL	4200	38800	White		\$27,000.00
							Total Price	\$27,000.00
							Total	\$27,000.00 (US Dollars)

This is a cash sale. No credit is being extended to the Purchaser. This Order includes all the terms and conditions on this and subsequent pages, supersedes any prior agreement, and is the complete and exclusive statement of all terms and conditions. If this Order is for a used vehicle as defined in 16 C.F.R 455 the following Statement applies:

**THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT.
INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

THE SALE AND DELIVERY OF VEHICLE SHALL NOT BE DEEMED COMPLETE UNTIL DEALER RECEIVES THE FULLY EXECUTED PURCHASE DOCUMENTS, INCLUDING WITHOUT LIMITATION, BILL OF SALE, ADDITIONAL TERMS AND CONDITIONS, VEHICLE DELIVERY RECEIPT, REPRESENTATIONS OF PURCHASER, TRADE TITLE AND ANY/ALL LIEN RELEASES (IF APPLICABLE), AND COLLECTED/CLEARED PURCHASE FUNDS.

NOTICE TO THE PURCHASER: Do not sign this order before you have read all of the terms and conditions on ALL PAGES. You are entitled to an exact copy of the order you sign. PURCHASER ACKNOWLEDGES he as read and received a complete copy of this order and if applicable, the window form. PURCHASER CERTIFIES he is of majority age and no credit has been extended. THIS ORDER IS NOT VALID UNLESS SIGNED AS ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

X _____ 09/02/2020 _____ Mike Feathers
Purchaser's Signature Date Sales Representative

Purchaser's Signature Date Manager

ADDITIONAL TERMS AND CONDITIONS

- 1). **DEFINITION OF TERMS:** As used in this Order there terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
- 2). **PRICE REVISION:** in the event the price to Dealer of the motor vehicle ordered by Purchaser is changed by the manufacturer prior to delivery to Purchaser, Dealer has the right to accordingly change the cash delivered price to Purchaser, provided that if Purchaser does not agree with such price change Purchaser may cancel this Order. If a used vehicle has been traded in as a part of the consideration for the vehicle purchased by Purchaser, such trade-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer the amount received therefor less a selling commission of 15% and any expense (for storing, insuring, conditioning, or advertising such vehicle for sale) shall be returned to Purchaser
- 3). **REAPPRAISAL OF TRADED-IN VEHICLE:** If a vehicle has been traded in as a part of the consideration for the vehicle ordered by Purchaser and such vehicle is not delivered to Dealer until delivery to purchaser of the vehicle purchased by Purchaser, such traded-in vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefor shown on the face of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to delivery of the vehicle ordered hereunder to the Purchaser and surrender of the traded-in vehicle to Dealer.
- 4). **FAILURE OR REFUSAL TO ACCEPT DELIVERY:** Unless this Order shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any deposit made by Purchaser, and, in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for the expenses specified in paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser.
- 5). **CHANGES BY MANUFACTURER OF THE SERIES AND BODY TYPE:** In the event of a change by Manufacturer in design, chassis, accessories or parts thereof of the series and body type ordered by Purchaser, Dealer shall have no obligation to Purchaser to make the same or any similar change in any vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
- 6). **PURCHASER'S WARRANTY OF TITLE:** Purchaser agrees to deliver to Dealer satisfactory evidence of title to any motor vehicle traded in as a part of the consideration for the motor vehicle ordered herein at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all lien and encumbrances except as otherwise noted herein.
- 7). **FAILURE OR DELAY OF DELIVERY:** Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

INITIALS

- 8). **TRADE TITLE(S):** If dealer doesn't receive trade title(s) within 29 days from date of contract, under South Dakota law, dealer will not release title(s) to purchased vehicle until trade title(s) are received.
- 9). It is agreed that any dispute arising pursuant to or in relation to the Purchase Order for a Motor Vehicle hereunder shall be venued in the County of Minnehaha, Second Judicial Circuit, State of South Dakota, and that this agreement may be pled as a bar to any proceeding commenced in different venue. PURCHASER agrees that in the event litigation is commenced against the Seller hereunder that the Seller shall be entitled to recoup its expenses incurred in defending said action, including reasonable attorney fees and costs, in the event Seller is successful in defending said action.

All titles and MSO's will be held for 15 business days unless we have collected funds (i.e. wire transfer). No exceptions to this policy. The customer signature below acknowledges this policy.

Purchaser hereby acknowledges that the tightening and clamping force of all nuts, bolts, clamps and other types of fasteners are maintenance items and are NOT covered by warranty, either OEM or Seller.

10). **DISCLAIMER OF WARRANTY:** The dealer expressly disclaims all warranties, either express or implied. INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The dealer may provide the purchaser with a separate writing in which the dealer expressly agrees to assume certain obligations which obligations shall not be expanded beyond the terms of such separate writing. The dealer is not a party to any manufacturers' warranty and neither assumes nor authorized any other person to assume for the dealer any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the dealer any consequential damages, damages to property, damages from loss of use, loss of profits or income, or any other incidental damages. Purchaser acknowledges being so informed in writing prior to sale.

CUSTOMER SIGNATURE _____



Steffen Truck and Equipment, Inc

4535 Harbor Drive
Sioux City, IA 51111
P: (712) 279-8080 TF: (712) 279-8070
www.NorthAmericanTruckTrailer.com

Date: 09/02/2020
Deal#: DE-36237
Invoice#: ST1279
Salesperson: Mike Feathers

First Bank & Trust | 520 6th St | Brookings | SD | 57006-5057 | (605) 696-2265 | ABA# 091408446 | ACCT# 1100206737

TRUCK DELIVERY RECEIPT

INVOICE NUMBER:

ST1279

STOCK#	YEAR	MAKE	MODEL	VIN
MPFP1292	2007	INTERNATIONAL	4200	IHTMPAFL07H389385

Received the above described unit in good condition. Undersigned assumes all responsibility and risk of loss or damage.

DATE: 09/02/2020

CUSTOMER REPRESENTATIVE: _____

CUSTOMER NAME: CITY OF OELWEIN

ADDRESS: 20 2nd Ave SW

CITY, STATE ZIP: Oelwein IA 50662

Steffen Truck and Equipment, Inc

4535 Harbor Drive

Sioux City, IA 51111

Item 13.

REPRESENTATIONS OF PURCHASER

1. The PURCHASER represents and warrants that he/she/it is purchasing a piece/piece(s) of new or used equipment as more fully set forth in the Purchase Order for a Motor Vehicle dated September, 2nd, 2020 and entered into herewith.

Vehicle Info:

<u>STOCK#</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN#</u>
MPFP1292	2007	INTERNATIONAL	4200	IHTMPAFL07H389385

2. The PURCHASER represents and warrants that he/she/it has read the purchase agreement and specifically acknowledges that the item(s) of equipment being purchased hereunder are being sold WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. The PURCHASER acknowledges and agrees that no representations, warranties or guaranties have been made to he/she/it by the sales person or any employee or agent of the Seller hereunder regarding the equipment whatsoever. The PURCHASER agrees that this equipment is being sold in its "AS IS" condition unless specifically stated in Section 4 and 5 below.
4. If there have been any warranties, representations or guaranties by the sales person or any other employee, agent or representative of the Seller they must be stated here:

Warranties or Representation made pursuant to this sale are as follows:

a. _____

b. NONE. IF NO WARRANTIES OR REPRESENTATIONS HAVE BEEN MADE PURCHASER MUST INITIAL AS SUCH HERE _____.

5. Unless the PURCHASER has separate documents evidencing the purchase of extended warranties, the vehicle or equipment is sold without any express or implied warranties by the Seller. If the PURCHASER bought any extended warranties, these warranties are a separate contract between the PURCHASER and a separate and unrelated third party vendor.
6. Currently some states require that trucks be CARB certified. This certification must come from the truck manufacturer and must be ordered at the time the new truck is ordered. Only new trucks qualify for CARB certification. All new trucks that are CARB certified must have a "CARB Certification" sticker displayed on the truck as installed by the truck manufacturer. If you new truck is CARB certified and the certification sticker is removed for ANY REASON after the truck leaves the dealership, then the PURCHASER agrees not to hold the Seller liable for any cost incurred in replacing the CARB sticker. In other words, the PURCHASER agrees to be 100% responsible for the cost of any replacement CARB sticker.
7. GAP Insurance: The PURCHASER hereby acknowledges and agrees that he/she/it was offered GAP insurance and declined to purchase the same, except if the PURCHASER entered into a separate agreement purchasing GAP insurance.

- 8. Glider kits: If the Purchase Order is for a glider kit (not a complete chassis), the PURCHASER hereby agrees to and acknowledges the following very IMPORTANT points:
 - a. The PURCHASER agrees to inspect all kits and report all missing parts within the time period allowed by the Manufacturer (i.e. Kenworth, etc.), otherwise, the PURCHASER agrees to waive any and all future claims for missing parts.
 - b. The PURCHASER acknowledges and agrees that the Seller is treating this transaction as a parts sale, unless it is a complete chassis, and is subject to sales tax and not federal excise tax.
 - c. The PURCHASER acknowledges that he/she/it has been informed that the finished or partially finished (glider kit) product may be subject to Federal Excise Tax. The PURCHASER agrees to reimburse and indemnify the Seller for any and all Federal Excise Taxes, interest and penalties that maybe assessed by the appropriate governmental agency (i.e. Internal Revenue Service) against the Seller regarding the sale of this glider kit, now and in the future. The Seller recommends that the PURCHASER contact their own tax professional regarding the Federal Excise Tax rules and how they might apply to this transaction.
 - d. The PURCHASER hereby acknowledges that they have been advised of the following risk:
 - i. At times, there may be difference between the cost of a completed glider kit and the PURCHASER'S insurance coverage. Therefore, the PURCHASER should contact their insurance company and review any risk.
 - ii. Generally the value of a completed glider kit is worth less than the value on a comparable manufacturer built vehicle. Therefore, the PURCHASER hereby acknowledges that a future valuation variance may exist and they agree to assume said risk.
9. It is agreed that any dispute arising pursuant to or in relation to the Purchase Order for a Motor Vehicle hereunder shall be venued in the County of Minnehaha, Second Judicial Circuit, State of South Dakota, and that this agreement may be pled as a bar to any proceeding commenced in different venue. PURCHASER agrees that in the event litigation is commenced against the Seller hereunder that the Seller shall be entitled to recoup its expenses incurred in defending said action, including reasonable attorney fees and costs, in the event Seller is successful in defending said action.

All titles and MSO's will be held for 15 business days unless we have collected funds(i.e. wire transfer). No exceptions to this policy. The customer signature below acknowledges this policy.

Purchaser hereby acknowledges that the tightening and clamping force of all nuts, bolts, clamps and other types of fasteners are maintenance items and are NOT covered by warranty, either OEM or Seller.

Purchaser hereby acknowledges and agrees that (i) the vehicles or equipment purchased hereunder may be equipped with used tires or unused but aged tires, and that used or aged tires may fail in use, causing loss of vehicle control and personal injury or death; (ii) Seller has made no representations, warranties or guaranties regarding the age of the tires their useful life or safety.

SD Residents		
SSC#	Fed Tax ID#	Drivers License #
_____	_____	_____

Signed and Agreed to on this 2nd day of September 2020.

Steffen Truck and Equipment, Inc

By Mike Feathers
Salesman or Seller's Agent

CITY OF OELWEIN

By _____
PURCHASER'S Signature

By _____
CO-PURCHASER'S Signature





Item 13.





Price:	\$28,700	Condition:	Great
Engine Specs:	VT365 IHC Turbo Diesel	Engine Manufacturer:	IHC
Engine Type:	V8 Diesel innercooled	Cab:	Standard
Fuel Type:	Diesel	Horsepower:	325
Mileage:	38455	Transmission:	Allison lever shift 5 Speed
Engine Brake:		Suspension:	Spring
Tires:	11R 22.5 6 New Tires	Wheels:	Budd
Wheelbase:	170"	No. of rear axles:	Single
Wheelbase:	170"	No. of rear axles:	Single
Length:		Drive Side:	Left
Ratio:		Rear Axle Wright:	17,500#
Front Axle Weight:	8499#	Gross Vehicle Weight:	25,999#
Overdrive:	Yes		

Description:Chassis: Super Clean small town REC trade 38,000 Mile 4200 IHC UNDER CDL, 6000 total hours, Tilt Wheel cruise Control A/C. 6 new Tires, Eat off the floor nice. Equipment: ALTEC TA 40 Boom, MFG 10 2006, 45' Working Height, No Outriggers! 11' Service body, Dual remote Spot Lights, Hitch & Brake Control, central lock system on body. strobe & Work Lights. A new one at 1/6th the price!



Designed by **Elegant Themes** | Powered by **WordPress**



Contractor's Application for Payment No. 1

Application Period: <u>8-3-2020 - 9-2-2020</u>		Application Date: <u>9-14-2020</u>
To (Owner): City of Oelwein	From (Contractor): Lodge Construction Inc.	Via (Engineer): FOX Engineering
Project: Wings East Pavement Improvements Project	Contract: Wings East Pavement Improvements Project	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 1022-18A

**Application For Payment
Change Order Summary**

Approved Change Orders	1. ORIGINAL CONTRACT PRICE.....	\$ 448,671.40
Number Additions Deductions	2. Net change by Change Orders.....	\$
	3. Current Contract Price (Line 1 ± 2).....	\$ 448,671.40
	4. TOTAL COMPLETED AND STORED TO DATE	
	(Column F total on Progress Estimates).....	\$ 81,017.35
	5. RETAINAGE:	
	a. 5% X \$81,017.35 Work Completed.....	\$ 4,050.87
	b. X Stored Material.....	\$
	c. Total Retainage (Line 5.a + Line 5.b).....	\$ 4,050.87
	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 76,966.48
	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
	8. AMOUNT DUE THIS APPLICATION.....	\$ 76,966.48
	9. BALANCE TO FINISH, PLUS RETAINAGE	
	(Column G total on Progress Estimates + Line 5.c above).....	\$ 371,704.92
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

Contractor's Certification

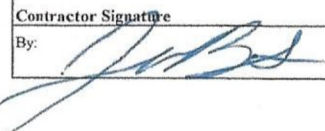
The undersigned Contractor certifies, to the best of its knowledge, the following:

(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 Signature

By:  Date: 09-08-2020

Payment of: \$ 76,966.48
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jessica M. B. Fisher 9/9/20
(Engineer) (Date)

Payment of: \$ 76,966.48
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)
Funding or Financing Entity (if applicable)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number:					
Wings East Pavement Improvements Project						1					
Application Period:						Application Date:					
8-3-2020 to 9-2-2020						9-14-2020					
A					B	C	D	E	F		
Bid Item No.	Item Description	Contract Information			Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price							
2.01	TOPSOIL, ON-SITE	147	CY	\$32.00	\$4,704.00	20	\$640.00		\$640.00	13.6%	\$4,064.00
2.02	EXCAVATION, ON-SITE	1	LS	\$6,000.00	\$6,000.00	0.33	\$1,980.00		\$1,980.00	33.0%	\$4,020.00
2.03	SUBGRADE PREPARATION, 6-INCH	2000	SY	\$2.00	\$4,000.00	1050	\$2,100.00		\$2,100.00	52.5%	\$1,900.00
2.04	SUBBASE, MODIFIED, 6-INCH	2000	SY	\$5.00	\$10,000.00	1050	\$5,250.00		\$5,250.00	52.5%	\$4,750.00
3.01	TRENCH FOUNDATION	50	TON	\$14.00	\$700.00						\$700.00
4.01	STORM SEWER, TRENCHED, 15-INCH, AS SUBDRAIN	189	LF	\$50.00	\$9,450.00						\$9,450.00
4.02	STORM SEWER, TRENCHED, 15-INCH	168	LF	\$50.00	\$8,400.00						\$8,400.00
4.03	FOOTING DRAIN COLLECTOR, PVC, 4-INCH	77	LF	\$13.00	\$1,001.00						\$1,001.00
4.04	FOOTING DRAIN CLEANOUT, PVC, 4-INCH	1	EA	\$500.00	\$500.00						\$500.00
4.05	FOOTING DRAIN CONNECTION	2	EA	\$400.00	\$800.00						\$800.00
6.01	INTAKE, SW-501	4	EA	\$4,500.00	\$18,000.00						\$18,000.00
6.02	CONNECTION TO EXISTING INTAKE	2	EA	\$1,500.00	\$3,000.00						\$3,000.00
7.01	CURB AND GUTTER, 36-INCH WIDTH, 7-INCH THICKNESS	770	LF	\$31.00	\$23,870.00	540	\$16,740.00		\$16,740.00	70.1%	\$7,130.00
7.02	PAVEMENT, HMA 7-INCH	1575	SY	\$40.00	\$63,000.00	585	\$23,400.00		\$23,400.00	37.1%	\$39,600.00
7.03	HMA PAVEMENT SAMPLES AND TESTING	1	LS	\$1,000.00	\$1,000.00						\$1,000.00
7.04	HMA OVERLAY, LEVELING COURSE	450	TONS	\$106.00	\$47,700.00						\$47,700.00
7.05	HMA OVERLAY, 1.0-INCH, INTERLAYER	7240	SY	\$7.50	\$54,300.00						\$54,300.00
7.06	HMA OVERLAY, 1.5-INCH, SURFACE COURSE	8350	SY	\$8.50	\$70,975.00						\$70,975.00
7.07	REMOVAL OF DRIVEWAY	113	SY	\$7.00	\$791.00	84	\$588.00		\$588.00	74.3%	\$203.00
7.08	REMOVAL OF SIDEWALK	216	SY	\$7.00	\$1,512.00						\$1,512.00
7.09	REMOVAL OF CURB	4	LF	\$50.00	\$200.00						\$200.00
7.10	SIDEWALK, PCC, 4-INCH	151	SY	\$42.00	\$6,342.00						\$6,342.00
7.11	SIDEWALK RAMP, PCC, 6-INCH	82	SY	\$71.00	\$5,822.00						\$5,822.00
7.12	DETECTABLE WARNINGS	144	SF	\$52.00	\$7,488.00						\$7,488.00
7.13	DRIVEWAY, PAVED, PCC, 6-INCH	113	SY	\$52.00	\$5,876.00	84	\$4,368.00		\$4,368.00	74.3%	\$1,508.00
7.14	SUBBASE OVER-EXCAVATION	200	TON	\$23.00	\$4,600.00						\$4,600.00
7.15	MILLING	155	SY	\$42.00	\$6,510.00						\$6,510.00
7.16	PAVEMENT REMOVAL	2466	SY	\$7.00	\$17,262.00	1580	\$11,060.00		\$11,060.00	64.1%	\$6,202.00
8.01	TEMPORARY TRAFFIC CONTROL	1	LS	\$6,000.00	\$6,000.00	0.25	\$1,500.00		\$1,500.00	25.0%	\$4,500.00
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	0.5	AC	\$6,000.00	\$3,000.00						\$3,000.00
9.02	FILTER SOCK, 8-INCH	163	LF	\$3.00	\$489.00						\$489.00
9.03	FILTER SOCKS, REMOVAL	163	LF	\$1.00	\$163.00						\$163.00
11.01	MOBILIZATION	1	LS	\$40,000.00	\$40,000.00	0.25	\$10,000.00		\$10,000.00	25.0%	\$30,000.00
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	1	LS	\$500.00	\$500.00						\$500.00
11.03	CONCRETE WASHOUT	1	LS	\$500.00	\$500.00						\$500.00
12.01	GRANULAR SURFACING, CLASS A	31	TON	\$23.00	\$713.00	147.45	\$3,391.35		\$3,391.35	475.6%	-\$2,678.35
12.02	PERMANENT SIGNAGE	9	EA	\$225.00	\$2,025.00						\$2,025.00
12.03	FIXTURE ADJUSTMENTS	7	EA	\$680.00	\$4,760.00						\$4,760.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Wings East Pavement Improvements Project						Application Number: 1					
Application Period: 8-3-2020 to 9-2-2020						Application Date: 9-14-2020					
A						B	C	D	E	F	
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
ALT 1.01	DRIVEWAY EDGE NOTCH	646	LF	\$10.40	\$6,718.40					\$6,718.40	
Totals					\$448,671.40		\$81,017.35		\$81,017.35	\$0.18	\$367,654.05

**OELWEIN POLICE DEPARTMENT
CITY OF OELWEIN, IOWA**



MEMORANDUM

FROM: Jeremy P. Logan, Chief of Police

DATE: September 9, 2020

TO: City Administrator Dylan Mulfinger – Mayor Brett DeVore – Oelwein City Council

SUBJECT: Oelwein Schools – Homecoming Request

The Oelwein Community School District is planning an outdoor Homecoming dance on September 25, 2020. Due to the various Covid-19 restrictions, the school is making an effort to maintain some sense of normalcy for the students while practicing safe measures. The plan is for the event to be held on the football field and participants will be required to wear a mask. The school is requesting consideration of allowing this event and requesting an exemption of the noise ordinance until 11:30 p.m.

The Oelwein Police Department supports this request and will provide a periodic law enforcement presence during the event. If approved by the council, the department will notify the public via social media and through any potential calls that may come in that evening.

Thank you for your time and consideration.



9 September 2020

To Whom It May Concern,

In consideration of present guidance and safety protocol, we at Oelwein High School are considering holding the Homecoming dance on Friday, 25 September at Husky Stadium. The dance would require participants to wear masks throughout the event.

The timeframe for the dance is from 2130-2330. Our request to the Oelwein Police Department is that the noise ordinance be temporarily waved to accommodate the music being played and the lights on during this time.

We appreciate your consideration of this request as we strive to continue to both provide safety and opportunities for students to participate in activities.

Very Respectfully,

Tim Hadley
Oelwein High School Principal

Lansing Brothers Construction Co. Inc.
101 First Street East
P.O. Box 36
Luxemburg, Iowa 52056
Office 563-853-2645

FED ID# 42-0945166

Customer: City of Oelwein
20 Second Ave. S
Oelwein, Iowa 50662

Date: 9-5-2020

Re: 2020 House Demolition Project – Group 1

Original Contract - \$79,500.00

GROUP 1 OF 5

14 2 nd Ave. NW	\$9,000.00
33 3 rd ST. NW	\$9,000.00
222 5 th Ave. NE	\$8,500.00
921 2 nd Ave. NE	\$7,500.00
620 3 rd Ave. SW	\$7,000.00
133 3 rd Ave. SE	\$11,000.00
17 5 th Ave. SE	\$9,500.00
313 4 th Ave. SE	\$9,000.00
145 2 nd Ave. NW	<u>\$9,000.00</u>

Total Due this Invoice - \$79,500.00



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 # 7050
Date: 08/28/2020
Due Upon Receipt

City of Oelwein nuisance/abatement work

nuisance/abatement work 657A's

Type	Date	Notes	Quantity	Rate	Total
Service	08/04/2020	call to Kisha Jones, no answer. Email to Jay.	0.50	\$136.83	\$68.42
Service	08/04/2020	Flat Rate: Drafting Affidavit re Resolution to sell property	1.00	\$50.00	\$50.00
Expense	08/04/2020	Reimbursable expenses: Recording fee for Proof of Publication and Affidavit re resolution	1.00	\$29.00	\$29.00
Expense	08/04/2020	Reimbursable expenses: Service fee on Ostert	1.00	\$35.00	\$35.00
Expense	08/13/2020	Reimbursable expenses: Report of Liens on Peterson & Clark	1.00	\$150.00	\$150.00
Service	08/13/2020	case review on kapler, download filing, email to Jim and Sam, update calendar and spreadsheet, case review on Garceau, email to Jim and Sam, email to Dylan re fire house, order two lien searches, beacon search x2	1.00	\$60.86	\$60.86
Service	08/19/2020	update spreadsheet, calendar event, email to Sam Jay and Jim for trial	0.20	\$60.86	\$12.17
Service	08/19/2020	email to Officer and dispatch calendar event, update calendar- ALber matter	0.20	\$60.86	\$12.17
Expense	08/20/2020	Reimbursable expenses: Lien search on McIntosh Kimberly	1.00	\$150.00	\$150.00
Service	08/20/2020	email to pat on taxes owed, and report of liens, Pauling property	0.10	\$60.86	\$6.09
Service	08/20/2020	email correspondence re pauling property	0.10	\$60.86	\$6.09

Service	08/20/2020	Flat Rate: Pauling property- 657A petition	1.00	\$350.00	\$350.00
Service	08/20/2020	drafting original notice and petition, email to Pat for review, review report of liens, land search, beacon search, old file search, iowa courts online search, google searches, email to sam to clarify	1.00	\$60.86	\$60.86
Service	08/20/2020	correspondence with officer, email pat for approval, draft and file motion to dismiss	0.30	\$60.86	\$18.26
Service	08/20/2020	Pauling email discussion and petition review.	0.75	\$136.83	\$102.62
Expense	08/24/2020	Reimbursable expenses: Recording fee for Strosahl Quit Claim Deed to City	1.00	\$22.00	\$22.00
Service	08/24/2020	email to Pat, update petition and notice, review	0.20	\$60.86	\$12.17
Service	08/24/2020	email from Sam, email order to sam	0.10	\$60.86	\$6.09
Service	08/25/2020	attention to 412 1st Ave questions	0.25	\$136.83	\$34.21
Service	08/25/2020	review council packets. email to Dylan.	0.50	\$136.83	\$68.42
Service	08/25/2020	data entry, file petition and original notice- pauling	0.50	\$60.86	\$30.43
Expense	08/25/2020	Reimbursable expenses: filing fee- 657A Pauling property	1.00	\$255.00	\$255.00
Service	08/25/2020	call to ted re service of Pauling	0.10	\$60.86	\$6.09
Expense	08/26/2020	Reimbursable expenses: lien search on Delphina Land Holdings	1.00	\$150.00	\$150.00
Service	08/26/2020	email to David Goraham to see if he will accept service, draft acceptance of service, email review, case review	0.30	\$60.86	\$18.26
Expense	08/26/2020	Reimbursable expenses: fee for service in Pauling matter	1.00	\$82.62	\$82.62
Service	08/26/2020	Pauling petition and original notice sent for service ted, polk co, black hawk co, state of iowa	0.75	\$60.86	\$45.65
Expense	08/26/2020	Reimbursable expenses: Black Hawk County Sheriff for Pauling Service	1.00	\$80.00	\$80.00
Expense	08/26/2020	Reimbursable expenses: 9 certified mail	1.00	\$62.70	\$62.70
Service	08/27/2020	call from Jim, email to Jim, call to Sam, email to Sam email to and from Pat re firehouses and wade citation	0.30	\$60.86	\$18.26

Total \$2,003.44

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7050	08/28/2020	\$2,003.44	\$0.00	\$2,003.44
			Outstanding Balance	\$2,003.44
			Total Amount Outstanding	\$2,003.44

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 # 7051
Date: 08/28/2020
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Service	07/28/2020	Review of email from Pat Dillon re: dog bite and Officer Heller's response NJL	0.10	\$133.43	\$13.34
Service	07/28/2020	Phone call from Rodriguez re: dog bite opinion. Draft email to Heller and Dillon; NJL	0.30	\$133.43	\$40.03
Service	07/29/2020	Review of email chain re: Oelwein v. Roznick; NJL	0.10	\$133.43	\$13.34
Service	08/01/2020	review filings, email to sam, set task, calendar event, update spreadsheet	0.20	\$59.60	\$11.92
Service	08/03/2020	make adjustments to spreadsheet, email to Sam, Nathan, Brett, calendar events	0.20	\$59.60	\$11.92
Service	08/03/2020	email to and from Sam	0.10	\$59.60	\$5.96
Service	08/04/2020	email from Jeremy	0.10	\$59.60	\$5.96
Service	08/05/2020	ct to mayor re 544 8th ST SW	0.25	\$133.43	\$33.36
Service	08/06/2020	Flat Rate: Drafting Warranty Deed and Groundwater Hazard Statement to McLane	1.00	\$100.00	\$100.00
Service	08/06/2020	packet retrieval	0.30	\$59.60	\$17.88
Service	08/07/2020	email to prouty, email to heller, review two case filings, calendar tasks,	0.40	\$59.60	\$23.84
Service	08/07/2020	email to Ted, review case status, calendar event	0.20	\$59.60	\$11.92
Service	08/07/2020	email from prouty, draft and file motion to set hearing	0.20	\$59.60	\$11.92

Service	08/10/2020	packet retrieval	0.30	\$59.60	\$17.88
Service	08/10/2020	case review, download filing order setting trial, email to prouty and sam	0.20	\$59.60	\$11.92
Service	08/10/2020	review filings in Mebyer cases, email to Sam and Prouty	0.10	\$59.60	\$5.96
Service	08/10/2020	review filings in Pahl matter, email from officer, draft motion for hearing, file	0.20	\$59.60	\$11.92
Service	08/10/2020	email to fayette co abstract, review email chain, beacon search 544 8th St	0.20	\$59.60	\$11.92
Service	08/10/2020	city council meeting, c t dylan re railroads	0.50	\$133.43	\$66.72
Service	08/10/2020	Jeremy Logan re campers	0.25	\$133.43	\$33.36
Service	08/10/2020	Review of email and attachments from Heller re: dog bite case; email to Dillon about same. NJL	0.30	\$133.43	\$40.03
Service	08/11/2020	further review of supplemental dog viscious reports.	0.25	\$133.43	\$33.36
Service	08/11/2020	emails to officers, dispatch, prouty, sam, update spreadsheet, calendar new events, draft 3 witness lists, file 3 witness lists, reveiw previous emails	0.80	\$59.60	\$47.68
Service	08/11/2020	Email from Dillon and to Dillon re: dog bite; email to Heller re: investigation of dog bite; NJL	0.20	\$133.43	\$26.69
Service	08/12/2020	review park board waiver document.	0.50	\$133.43	\$66.72
Service	08/13/2020	draft and file witness list for Kapler	0.20	\$59.60	\$11.92
Service	08/13/2020	pauling- draft and file witness list, email to Ted on service	0.20	\$59.60	\$11.92
Service	08/13/2020	attention to fire house notices	0.25	\$133.43	\$33.36
Service	08/14/2020	address searches for fire house notice 544 8th st, reveiw lien search, draft notice, email to Pat	0.40	\$59.60	\$23.84
Service	08/14/2020	draft 6 directions for service- 544 8th st- email to Pat	0.30	\$59.60	\$17.88
Service	08/14/2020	review city code, email to Sam, draft motion for hearing, file motion, beacon search, code search	0.30	\$59.60	\$17.88
Service	08/17/2020	email from officer, label exhibit, draft and file exhibit list and exhibit	0.30	\$59.60	\$17.88
Service	08/18/2020	email to Ted re Alber property citation	0.10	\$59.60	\$5.96
Service	08/18/2020	email to sam and prouty, update spreadsheet, draft and file witness list, calendar event	0.30	\$59.60	\$17.88
Service	08/18/2020	track cases- conner folsum- update spreadsheet	0.10	\$59.60	\$5.96
Service	08/18/2020	email to officer, email to Sam, update spreadsheet, calendar event, download filing, Jensen	0.20	\$59.60	\$11.92

Service	08/18/2020	pilzza hut utility bill questions	0.25	\$133.43	\$33.36
Service	08/18/2020	Review of files: Oelwein v. Moser and Oelwein v. Jensen; Prepare for trial; NJL	0.30	\$133.43	\$40.03
Service	08/18/2020	Attendance at: Oelwein v. Moser and Oelwein v. Jensen	0.30	\$133.43	\$40.03
Service	08/19/2020	TSC pentecost	0.20	\$59.60	\$11.92
Service	08/20/2020	email to Pat re notifying Nathan, email to Ted re service of Pauling	0.10	\$59.60	\$5.96
Expense	08/20/2020	Reimbursable expenses: Pauling lien search by Fayette Abstract	1.00	\$150.00	\$150.00
Expense	08/20/2020	Reimbursable expenses: recording fee for JMK Legacy Trail Easement	1.00	\$22.00	\$22.00
Service	08/20/2020	email to Dylan re fire houses	0.10	\$59.60	\$5.96
Service	08/24/2020	packet retrieval	0.30	\$59.60	\$17.88
Service	08/24/2020	attendance at council meeting	1.00	\$133.43	\$133.43
Service	08/24/2020	correspondence and return correspondence from Railroad attorney	0.25	\$133.43	\$33.36
Service	08/24/2020	Phone call from Martinez re: vicious dog declaration clarification NJL	0.10	\$133.43	\$13.34
Service	08/25/2020	attention to Golf Cart demand, emails from Logan, email to Eddy, emails from Dylan, guidance from Dylan.	0.50	\$133.43	\$66.72
Service	08/25/2020	Flat Rate: Drafting 2 affidavits regarding Resolutions	1.00	\$50.00	\$50.00
Service	08/25/2020	Review of Oelwein v. Gabriel; prepare for trial; NJL	0.20	\$133.43	\$26.69
Service	08/25/2020	Attendance at Oelwein v. Gabriel; conference with respondent, magistrate, and officer; NJL	0.50	\$133.43	\$66.72
Service	08/25/2020	email to DeJong, email to dispatch, update spreadsheet, calendar event, set task, review filing, save filing	0.20	\$59.60	\$11.92
Expense	08/25/2020	Reimbursable expenses: Recording fee for 2 resolutions	1.00	\$44.00	\$44.00
Service	08/25/2020	email to Sam re Steinbron hearing date of trial, calendar event, update spreadsheet	0.20	\$59.60	\$11.92
Service	08/25/2020	email to Jay and Sam, review filing, update spreadsheet, calendar event	0.20	\$59.60	\$11.92
Service	08/26/2020	email to Pat, review report of lies, email to carol, reveiw fire house notices	0.30	\$59.60	\$17.88

Service	08/26/2020	email to Dylan re firehouses	0.10	\$59.60	\$5.96
Expense	08/26/2020	Reimbursable expenses: Additional recording fee to Fayette County Recorder	1.00	\$5.00	\$5.00
Service	08/26/2020	fire houses- preparing notices to mail via certified to all interested parties, emailing to ted to post of property x3	1.25	\$59.60	\$74.50
Service	08/27/2020	call from Black hawk co sheriff department re service	0.10	\$59.60	\$5.96
Service	08/27/2020	call from Jim, email to Jim, reveiw closed case	0.30	\$59.60	\$17.88
Service	08/28/2020	attention to P.E. violating terms of his self reporting.	0.25	\$133.43	\$33.36
				Total	\$1,809.65

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
7051	08/28/2020	\$1,809.65	\$0.00	\$1,809.65	
				Outstanding Balance	\$1,809.65
				Total Amount Outstanding	\$1,809.65

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: 9/14/2020

Consent Agenda

1. Consideration of a motion to approve the August 24, 2020 Council Minutes
2. Consideration of a motion approving a Class "BW" and Sunday Sales renewal for First Garden
3. Consideration of a motion approving an ownership update for Ross Reid Post #9 of the American Legion

Resolutions

4. Consideration of a Resolution adopting Iowa Department of Transportation City Street Financial Report
 1. This is a report required by the state and is focused on Road User Tax. The city provides this report to the state each year. Council must approve the report before it is submitted to the state. The City Administrator recommends approving the resolution.
5. Consideration of a Resolution to Approve the First Amendment to the Owner's Statement, Covenants and Restrictions for Industrial Park Second Addition
 1. The City rezoned property in the industrial park on Highway 150. The covenants of the land restrict commercial business, which is what the city rezoned the parcel to accommodate an interested investor. Approving this resolution allows the covenants to be lifted as each adjacent landowner has signed off on the amendments to the covenants. The City Administrator recommends approving the resolution.
6. Consideration of a Resolution to Approve the Second Amendment to the Owner's Statement, Covenants and Restrictions for Industrial Park Second Addition
 1. This is the same item as above, just the second parcel. The City Administrator recommends approving the resolution.
7. Consideration of a Resolution Requesting Reimbursement from the Iowa COVID-19 Government Relief Fund
 1. The City is working through the state program that reimburses 25 percent of expenses for public safety during the pandemic. Oelwein is eligible for \$140,222.73. The city should be able to capture all the funding through public safety hours. This is the first of two applications that will be submitted. The City Administrator recommends approving the resolution.



- 8. Consideration of a Resolution Setting date for public hearing on 2020-1 amendment to urban renewal plan for Industrial Park Urban Renewal Area
 - 1. This is for the Hy-Vee TIF. We must amend the urban renewal plan to include the Hy-Vee property. The City Administrator recommends approving the resolution.
- 9. Consideration of a Resolution to fix a date of meeting at which it is proposed to hold a hearing on a Development Agreement with Hy-Vee
 - 1. The City Council worked in a work session with Hy-Vee on development incentives through Tax Increment Financing. The City will do a 10-year 90 percent TIF with a maximum amount of \$400,000. Should the TIF hit \$400,000 before 10 years the incentive will end. The City Administrator recommends approving the resolution.

Motions

- 10. Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development Committee re: Demolition Application for 220 9th Avenue SW and Hotel/Motel Funding Application from Oelwein Soccer Club
- 11. Consideration of a motion authorizing signatures on Task Order with Fox Engineers for Flood Plain Mapping Services in the amount of \$5,000.00
 - 1. The City is working with Fox to prepare the community for the expansion of the flood plain. The City anticipates new properties in the flood plain and wants to work with Fox on this item. Fox will come to Oelwein and do a survey to make sure that FEMA's maps are accurate and that homes are supposed to be in the flood plain. This service to the community will help homeowners who are not familiar with the flood plain and what it takes to own a home in the flood plain. The City Administrator recommends approving the task order.
- 12. Consideration of a motion to approve Change Order No. 1 in the amount of \$55,000.00 for an altitude valve for the West Water Tower Repainting Project
 - 1. Vic Kane, the Utility Superintendent, has provided a memo on this change order. Funding is available in the water infrastructure fee for this project. The City Administrator recommends approving the change order.
- 13. Consideration of a motion authorizing the purchase of a 2007 International Boom Truck from Steffen Truck and Equipment, Inc. in the amount of \$27,000.00
 - 1. Vic Kane, the Utility Superintendent, has provided a memo on the purchase of this vehicle. This is an important piece of equipment for the city and is used on a weekly basis. The City Administrator recommends approving the vehicle purchase.
- 14. Consideration of a motion to approve Pay Request No. 1 to Lodge Construction, Inc. in the amount of \$76,966.48 for work completed on Wings East Pavement Improvements Project
 - 1. Construction on the improvements for Wings East has been satisfactory. The City Administrator recommends approving the pay request.



15. Consideration of a request to temporarily suspend Noise Ordinance Regulations for Oelwein Community School outdoor Homecoming Dance September 25, 2020 from 9:30 - 11:30 P.M.
 1. Police Chief Jeremy Logan has provided a memo on this request. The City Administrator recommends approving the request provided they play at least one song from the 90s.
16. Consideration of a motion approving payment to Lansing Brothers Construction Co. Inc. in the amount of \$79,500.00 for 2020 House Demolition Project - Group 1
 1. Lansing is making progress on the tear down project. No issues have been reported as of now with the tear downs. Lansing has three more groups of homes to tear down. The City Administrator recommends approving the payment.



Bold360 Agent is a live chat program that will allow library patrons to engage in a virtual chat with librarians through a chat window deployed on our library's website. Customers will be able to access that chat window and initiate a chat by clicking the chat button that will be visible directly on the library's site, regardless of whether a customer accesses the site via a mobile device or their desktop. This solution will allow library staff to help customers find information, reserve books, write a resume, or learn about upcoming programming without in-person engagement. Chat is a quick and easy way for customers and librarians to engage at any time; however, chat is especially relevant during the COVID pandemic as it can ensure patrons are still getting the customer service they're used to while reducing health risks associated with face-to-face interactions.

Protect and Disinfect Kits

The State Library is providing Protect and Disinfect Kits at no cost to Iowa public libraries from federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding that was allotted to the State Library to assist libraries in responding to the coronavirus pandemic.

The kits contain:

- 56-quart clear storage bin with lid
- 3-ply surgical masks, box of 50 (2 boxes)
- Nitrile gloves, large, box of 100 (1 box)
- All-purpose cleaner, 32oz bottle (2 bottles)
- Paper towels (2 rolls) / Hand Sanitizer, 8oz. bottle (6 bottles)
- Bleach, 32oz bottle (1 bottle) / Wypall wipes, 56 per pack (1 pack)



Grainger, the supply vendor, has a master contract with the state of Iowa which allows libraries to purchase additional PPE, sanitizing products, and other supplies at the state contracted rate.

The Oelwein Public Library Board of Trustees will meet on Tuesday, September 8, 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 – Computer Replacement
- Director’s Report –** Anita’s term renewal, Bold360, Catalog – Reader’s Advisory Service, Council Liaison
- Friend’s Report –**
- Bills Approved –**
- Unfinished Business**
 - Caulking Report
 - Library Services and Hours - October
- New Business**
 - Book Return placement
 - Fee Schedule
 - Policy Review – Sex Offenders against Minors
- Adjournment**

August Statistics

<i>Circulation:</i>	<i>Computer Use:</i>	<i>Reference Questions:</i>
20 August: 2,619	20 August: 117	20 August: 463
<i>19 August: 6,408</i>	<i>19 August: 712</i>	<i>19 August: 638</i>
<i>Attendance:</i>	<i>New Patrons:</i>	<i>Program Attendance:</i>
20 August: (1,253) Sunday	20 August: 16	20 August: 0
<i>19 August: (3,592) Sunday</i>	<i>19 August: 26</i>	<i>19 August: 195</i>

<i>Acquisitions:</i>	<i>BRIDGES Downloads: 353</i>	<i>HOOPLA Downloads: 104</i>
Books 68	eBooks: 201	eBooks: 38
CD’s 7	Audio: 148	Audio: 17
Movies 7	eMagazines: 4	Movies: 14
	Video: 0	Comics: 7
		Music: 4
		TV: 24

40. The library budgets for computer replacement on a regular basis.

Sex Offenders against Minors
January 21, 2010
Reviewed 4/9/15, 6/12/18
Revised 10/20/11

- In accordance with Chapter 692A.113 of the Code of Iowa, the Board of Trustees prohibits the presence of sex offenders convicted of sex offenses against minors upon or within 300 feet of library property without written permission of the Library Director.
- The Library Director may only give written permission as the result of a vote at a meeting of the Board of Trustees at which a quorum is present.
- Sex offenders convicted of sex offenses against minors may be eligible for some library service.
 - They may register for a card directly via telephone or by designee.
 - They may access information resources via telephone or online.
 - They may make arrangements for a person of their choosing to select, check out, and return materials using that card.
 - Under any of these circumstances, the sex offender convicted of sex offenses against minors will remain responsible for all activity on their card.
 - The issuance of a library card to individuals who have been convicted of a sex offense involving a minor does not grant those individuals permission to enter the library or to be present on library property.
- Persons barred from library property under the law will not be served by the library's homebound delivery service.
- Suspicious persons or persons who appear to be "loitering" will be reported to the police to be checked out and investigated.
- Background checks will be performed using the National Sex Offender Registry on all employees, potential employees, and library volunteers who are or will be working on library property.
- Violations of this policy will be immediately reported to law enforcement.

Library Board Minutes September 8, 2020

The Oelwein Public Library Board of Trustees held its regular board meeting on Tuesday, September 8, 2020 at 5:00 p.m. at the library.

Present: Gilson, Mars, Kerns, Berryman, and Harris

Absent: Ingersoll

President Mars called the meeting to order at 5:00 p.m.

Gilson made a motion to approve the agenda and the minutes. Seconded by Berryman. Motion carried.

No correspondences.

Trustee Training: The board reviewed the standard on Library Access- Computer Replacement. Computers are replaced on a 5-year rotation.

Director's Report:

Mars was reappointed to the Library Board with her term running through July 1, 2026

Bold360 Agent is a live chat program that will allow library patrons to engage in a virtual chat with librarians through a chat window deployed on our library's website. Bold360 is being provided by the State library of Iowa for 2 years.

Readers Advisory has been added to our APOLLO catalog. This enhancement includes Premium Cover Service, Summary's, You May Also Like, Reader Reviews and Ratings, Tags, Look Inside, About the Author, Series Professional Reviews, Also Available As, Book Profile and, Awards. The price for this service is an additional \$ 200.00 per year. Our platform price was reduced by \$ 200.00 this year due to a lower usage associated with COVID-19 so, the total price will be the same as last year.

Lynda Payne will be nominated as the Library Liaison at the next City Council Meeting.

Friend's Report:

The annual meeting and election of officers will be September 14.

Bills were reviewed. Gilson made a motion to accept the bills. Seconded by Berryman. Motion carried.

Caulking: Seedorff Masonry submitted an estimate of \$38,950.00. Macken contacted them to get a breakdown of the estimate by priority. Seedorff Masonry has not yet provided this information. Lee Systems 7 provided an estimate of \$ 2000.00 to fix the leaks as well as joints that needed to be redone. They confirmed that they use the Np1 caulk recommended by Karr Tuckpointing. Lee Systems 7 was able to start right away and the job was finished on 9-2-20.

Services and Hours: Gilson made a motion to maintain the current restricted services and hours throughout the month of October. Seconded by Kerns. Motion carried.

Book Return Placement: The book return will be replaced due to being hit by a car. This is the 3rd time it has been hit. Insurance may not continue to cover the damages. Placing the new book return under the canopy at the front of the building would keep it protected from the elements and being damaged by vehicles. Placing the book return under the canopy will mean that it is no longer a “drive up” return. Berryman made a motion that the Book Return be placed under the canopy. Seconded by Gilson. Motion carried.

Fee Schedule: The Fee Schedule was reviewed. Gilson made a motion that the price of a lost magazine be changed from \$ 1.00 to “Cover Price or \$ 5.00”. Seconded by Kerns. Motion carried.

Policy Review: Gilson made a motion to accept the Sex Offenders against Minors as reviewed. Seconded by Berryman. Motion carried.

Gilson made a motion to adjourn at 5:25 p.m.

The next meeting will be October 13.

Respectfully submitted,

Catherine Harris



PARKS MONTHLY REPORT, AUGUST 2020

PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

With the dry weather, the employees were able to give the mowers a break and continue completing some projects. The bulk of the week was spent at diamond one where the employees trucked in limestone screenings and smoothing out the infield and around the bleachers. The park employees spread approximately 70 ton of lime to build the diamond area back up from the flood event we had this season. This week the mosquito sprayer representatives stopped in to calibrate the fogger. At Woodlawn, we had a full burial on Monday with Geilenfeld funeral home and have been working on some extra trimming and installing smaller foundations. The new slide for the aquatic center finally showed up this week while will be installed in the zero entry to give the kids another feature to utilize. The park employees also took up the two additional permabrellas to the pool that will be installed when we can get to them. I received the signed reop grant back from the county which I can now send into the IDNR for trail funding. We have also been working on other projects at the pool this week, which include filling in areas with black dirt, assembling the slide top canopy that was purchased through a grant from the RJ McElroy Trust. Lisa has been prepping diamonds and completing some painting projects at the pool.

Every morning the employees have been going through their daily routine of cleaning and sanitizing their area, equipment and vehicles. This week the park employees mowed all the properties, as they did not need to mow last week. Jay took the skid loader and swept the bike trails on both sides of town. The park employees took the power sprayer to the mowers this week to make sure all grass and oils were cleaned off the engines and pumps to ensure they are running efficiently. Lisa has been working on painting doors and trim at the aquatic center. This week we will shut off the chemical to the pool and will let the water set a day to dissipate the chlorine and start to drain. This week I hosted a trails committee meeting in which we went over future projects and the easements that we are working on to complete those projects. I sent the cities REAP grant proposal to the Iowa DNR this week as well after getting it back from the county. The cemetery employees have a cremation burial and a full burial for Geilenfeld funeral home this Saturday the 15th, which they are preparing today. The department is still short an employee as one has been off for the past three weeks that was hurt on his own time. Wings Park has had a lot of activity along the new trail segment and we have heard many compliments. The bleachers at diamond one sustained some vandal damage that Jay repaired right away. Diamond 1 repairs are completed from the flooding event with anchors and bases in place ready for men's league next week if they chose to use it. The cemetery employees smoothed out the dirt work where bushes were removed because of tornado damage and have been working on foundations. This week I developed, and had Pat Dillon review, a liability waiver and release that every camper will sign when they register at the campground. I am sending out the agenda today for the park and rec meeting I will host on Monday evening.

On August 17th I hosted the park and rec meeting on Monday night at Wings Park. In the parks, the park employees set the new slide at the pool into place before we drained it this week. The emerald ash borer is doing a number on the ash trees in the northeast quadrant as it has killed several trees at Wings and at the pool. All the trees in front of the pool had to be removed as I tasked the tree board members to choose a variety of shade trees to replace the trees. The park employees took down five ash trees at Wings by the north playground area that were all dead, as there are several to go. Chris and I met with the Hultman family this week about a foundation. Jay prepped the diamonds for adult softball league every Tuesday.

PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

The last full week in August, the park employees were busy working at the pool on the shade structure projects. The slide top canopy was installed, holes drilled for the permabrellas, and anchors concreted in. The park employees put the top couple of rows of shingles back on the front shelter that were ripped off by the tornado in March. Jay took the chipper and ground the stumps from the dead ash trees that they took down at the pool and Wings Park. The park employees finished dirt work and seeded the front area at the pool. The park employees have been preparing the rec fields every week for the softball league. The tire swing was replaced this week as parts finally came in to finish the job. The public waterway sign was pulled out at City Park so the park employees replaced it quickly. The campground waste cart was repaired as it had a bad wheel on it. The employees also replaced a door closer at the aquatic facility that was in need of changing. Steffen electric replaced the starter for the main filtration pump this week. I have been working on our fee schedule and acquiring comparable pricing. I met with contractors for the red gate bathroom and shelter project, as I would like to get the bathroom in this season and shelter in the spring. The cemetery employees have been leveling out areas in Block 6, some from tornado damage with all the trees that were lost in the spring with removal. The employees have also seeded some areas where bushes were tornado damaged and removed in block 16.

Diamond 1 flood cleanup



Fogger calibration

Burial



Slide

Permabrellas



PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

Black dirt



Painting



Slide top canopy frame



Trail sweeping



Mower maintenance



Painting



Bleacher repair



Tornado cleanup



PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

Wings ash tree removal



Pool ash trees



Pool slide



Disc golf baskets



Foundations



Burials



Ballfields



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Park and Recreation www.oelwein.fun

EAB



EAB



PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

Slide top shade



Red Gate shelter



Stump grinding



Finish work



Ball diamonds



Tire swing



Sign



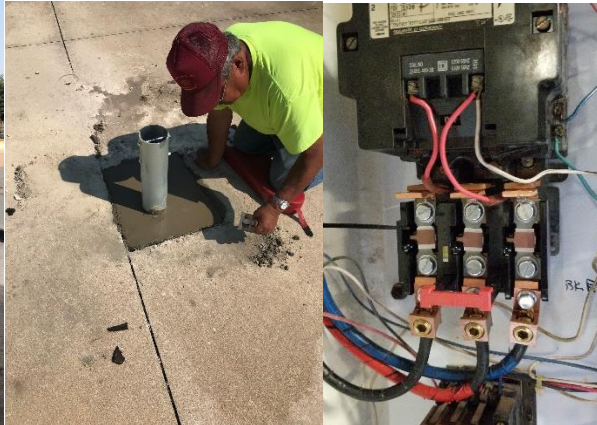
Tire repair



PermaBrellas



Starter



PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

Leveling

Seeding



Daily Activities 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
- ❖ 2 burials, 1 cremation
- ❖ Diamonds prepared

Progress on Projects www.oelwein.fun

- ❖ Trails REAP grant finished and sent in
- ❖ Ash tree removal, stumps ground
- ❖ Forming up foundations at Woodlawn
- ❖ Website work
- ❖ Getting quotes on different projects
- ❖ Getting comparable pricing for fee schedule
- ❖ Mowing all parks/cemeteries/lots
- ❖ Dead tree removal at Woodlawn
- ❖ Set anchors for pool umbrellas
- ❖ Drainage area cleaned out at Woodlawn
- ❖ Tire swing replaced at City Park
- ❖ Small shelter roof repaired at red gate park from tornado
- ❖ Trim at pool painted
- ❖ Mulch around dog park obstacles
- ❖ Drain pool, tarp diving boards
- ❖ Cleaned out around culverts on trails and City Park
- ❖ Walking bridge repair at Woodlawn



PARKS / CEMETERY / AQUATICS / CAMPGROUND

Next Month and Future Projects

www.oelwein.fun

- ❖ 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 install
- ❖ Extend tile at Platt
- ❖ Replace campground doors
- ❖ Bleachers to diamond 3
- ❖ Diamond 1 building work
- ❖ Finish storm cleanup at Red gate park
- ❖ Ash tree removal
- ❖ Finish tornado cleanup at Woodlawn
- ❖ Picnic table repairs
- ❖ Finish 3x large umbrella fixtures, slide top canopy, guard umbrellas
- ❖ Dead ash tree removal
- ❖ Signage updates for trails, trail easements
- ❖ Transplant trees to dog park
- ❖ Electrical project at City Park
- ❖ Bathroom project at Red Gate Park
- ❖ Replace decking on old Wings bridge
- ❖ City Hall sidewalk
- ❖ Aerate ball fields
- ❖ Disc golf course install
- ❖ Trees Forever planting- October

Joshua Johnson MA
Oelwein Park Superintendent
319-283-0544

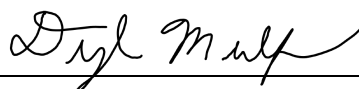


Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	620,189.06	22,283.87	179,115.95	(916.67)	462,440.31	
051 County Emergency Manage	6,840.43	85.51	-	-	6,925.94	
110 Road Use Tax	614,688.04	67,880.99	81,962.34	-	600,606.69	
112 Trust and Agency	486,712.95	3,561.76	76,772.17	-	413,502.54	
113 Flex Spending	1,363.99	1,615.12	1,659.92	-	1,319.19	1,319.19
119 Emergency	754.09	176.39	-	-	930.48	
120 Sidewalks Repaired/Replaced	-	-	-	-	-	
121 Sales Tax	92,854.54	49,966.10	-	-	142,820.64	
122 Hotel/Motel Tax	50,899.54	13,232.70	8,000.00	-	56,132.24	
123 Gas-Electric Franchise Fee	748,818.99	246.77	23,764.09	(21,180.00)	704,121.67	
124 Library Bequest	372,895.67	193.88	11.20	-	373,078.35	
126 Downtown TIF	1,152.60	2,896.04	-	-	4,048.64	
127 Industrial Park TIF	-	-	-	-	-	
128 Ind Park SubFund TIF East Penn	173,791.87	57.27	-	-	173,849.14	
132 DARE	2,113.80	-	-	-	2,113.80	
136 Trees Forever	19,405.82	-	-	-	19,405.82	
146 Oelwein Housing Revolving Loan Fund	129,830.41	42.78	-	-	129,873.19	
160 Econ Dev (\$12,500 Wellness Res)	504,236.90	566.17	19,669.12	-	485,133.95	
161 IRP Revolving Loan	211,931.19	16,168.62	994.15	-	227,105.66	228,099.81
162 Downtown Business Grants	77,837.52	25.65	-	-	77,863.17	
166 NSP	-	-	-	-	-	
167 Oelwein Volunteer Fire Dept	9,923.84	-	88.35	916.67	10,752.16	
177 Forfeit Assets	3,820.97	300.00	1,107.95	-	3,013.02	
200 Debt Service	173,690.27	2,425.68	-	21,180.00	197,295.95	
201 Water Bondsinking	64,815.88	21.36	-	16,888.00	81,725.24	
202 Sewer Bondsinking	150,412.61	49.57	-	53,800.00	204,262.18	
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	(3,082.28)	-	842.00	-	(3,924.28)	
285 2009 Bond Sale	-	-	-	-	-	
286 2016B GO Bond (Rise City Port)	-	-	-	-	-	
287 2020 GO Bond	575,403.98	189.62	400.00	-	575,193.60	
288 2016D Water Revenue Bond	-	-	-	-	-	
302 Oelwein Housing Teardown	-	-	78,000.00	-	(78,000.00)	
305 Airport Grant	(54,295.51)	-	-	-	(54,295.51)	
307 Tri Park Trail Extensions	472,576.11	155.73	5,035.00	-	467,696.84	
314 Oel Ind Park E Penn/14th St Ext	490,811.56	161.75	-	-	490,973.31	
385 West Water Tower	(53,829.93)	-	-	-	(53,829.93)	
386 42 Well Rehab	(154,793.88)	-	-	-	(154,793.88)	
387 Pave 10th Street SE/Old Road	580,943.50	191.44	4,429.55	-	576,705.39	
397 Railroad Grant-Viaduct	58,835.36	19.39	-	-	58,854.75	
501 Cemetery Perp Care	289,300.78	240.19	-	-	289,540.97	4,540.97
600 Water (2016D Reserve \$67,000)	445,198.13	98,966.12	61,803.75	(16,888.00)	465,472.50	
601 Water Infrastructure Fee	988,750.80	15,780.96	1,408.61	-	1,003,123.15	
620 Customer Water Deposits	125,829.02	3,760.00	1,900.03	-	127,688.99	
640 Fuel	17,029.69	16,801.63	4,994.40	-	28,836.92	
670 Landfill	(6,753.09)	47,478.42	27,769.65	-	12,955.68	
671 Recycling	(8,593.68)	6,207.14	56.00	-	(2,442.54)	
672 ROW Trees Utility Fee	38,699.05	5,205.74	2,567.14	-	41,337.65	
680 Wellness Center	5,628.88	11,226.50	12,396.80	-	4,458.58	
698 Wellness Center Reserve	-	-	-	-	-	
700 Sewer/Waste Treatment	823,183.02	122,545.19	67,459.32	(52,055.00)	826,213.89	
701 Sewer Infrastructure Fee	154,498.61	5,190.31	-	(1,745.00)	157,943.92	
706 20th Street Lift Station	90,784.32	29.92	-	-	90,814.24	
	9,395,105.42	515,946.28	662,207.49		9,248,844.21	

Item ii.

Fidelity 999-1003 and Community 999-1004 Money Market Accounts	8,266,656.67
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	232,965.82
Unapplied Accounts Receivable	-
Balance Checking Account 999-1000	364,221.72
Payroll Liabilities	-
	9,248,844.21
	9,248,844.21

Signature:



Date: 9/1/2020

8/1/2020		8/31/2020		7/31/2020	
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	-	
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	-	
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	-	
127-___-4	127-___-6	127-___-49	127-___-69	-	
128-___-4	128-___-6	128-___-49	128-___-69	-	
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	-	
166-___-4	166-___-6	166-___-49	166-___-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	(21,180.00)	
201-___-4	201-___-6	201-___-49	201-___-69	(16,888.00)	
202-___-4	202-___-6	202-___-49	202-___-69	(53,800.00)	
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	-	
285-___-4	285-___-6	285-___-49	285-___-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	-	
302-___-4	302-___-6	302-___-49	302-___-69	-	
305-___-4	305-___-6	305-___-49	305-___-69	-	
307-___-4	307-___-6	307-___-49	307-___-69	-	
314-___-4	314-___-6	314-___-49	314-___-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	-	
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	-	
620-___-4	620-___-6	620-___-49	620-___-69	-	
640-___-4	640-___-6	640-___-49	640-___-69	-	
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	-	
698-___-4	698-___-6	698-___-49	698-___-69	-	
700-___-4	700-___-6	700-___-49	700-___-69	-	
701-___-4	701-___-6	701-___-49	701-___-69	-	
706-___-4	706-___-6	706-___-49	706-___-69	-	

Item ii.

			(92,784.67)	
	364,221.72	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	
	364,221.72	364,221.72	Ckg Bal to match	
			Col I Line 63	