

## **Agenda**

# City Council Meeting Oelwein Public Library, 201 East Charles, Oelwein, Iowa 6:00 PM

June 10, 2024 Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Matt Weber

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

#### Pledge of Allegiance

**Call to Order** 

**Roll Call** 

#### **Additions or Deletions**

Citizens Public Comments - See Guidelines for Public Comments Below

1. Public Comment Policy.

#### **Consent Agenda**

2. Consideration of a motion approving the May 28, 2024 minutes.

#### **Ordinances**

3. Consideration of an ordinance amending Appendix A – Zoning Ordinance, Section 206 -C-1 Commercial-Central Business District. - Second Reading.

#### Resolutions

- 4. Consideration of a resolution setting a public hearing pursuant to lowa Code § 354.23 (2021) to consider submission of a CDBG Community Facilities application to the lowa Economic Development Authority for the RISE Ltd. Oelwein Day Habilitation Center Improvements Project on behalf of RISE Ltd. shall be held on the 24th day of June 2024, at 6:00 P.M. in the Oelwein Public Library at 201 East Charles Street, Oelwein, IA 50662.
- 5. Consideration of a resolution authorizing and approving a Loan Agreement, providing for the issuance of \$1,450,000 General Obligation Bridge Improvement Bonds, Series 2024, and providing for the levy of taxes to pay the same.
- <u>6.</u> Consideration of a resolution approving a a Fixed Based Operator Contract with George Tegler at the Oelwein Municipal Airport, OLZ.
- 7. Consideration of a resolution approving an Iowa Transportation Alternatives Set-Aside Program Application.

#### **Motions**

- 8. Consideration of a motion approving the recommendation of the Planning, Finance, Enterprise, and Economic Development on the demolition assistance application on 725 2nd Avenue SE.
- 9. Consideration of a motion approving the recommendation of the Planning, Finance, Enterprise, and Economic Development on the house forfeiture application on 132 6th Avenue SE.
- 10. Consideration of a motion approving the recommendation of the Planning, Finance, Enterprise, and Economic Development on the lot sale of 637 5th Avenue SW.
- 11. Consideration of a motion approving the recommendation from the Planning, Finance, Enterprise, and Economic Development on the lot sale of 516 4th Street SW.

#### **Council Updates**

#### **Mayor's Report**

#### **City Administrator's Report**

A. City Administrator.

#### **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



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

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



- ii. The Mayor or Mayor Pro Tem, in the sole discretion of the Mayor or Mayor Pro Tem in the absence of the Mayor, may provide additional time or reduce time allowed any speaker and/or make other allowances or judgements deemed appropriate under the circumstances, in the Mayor's capacity as the presiding official.
- iii. In many cases, the speaker will be directed to meet with staff outside of the meeting to further discuss, obtain answers to questions, to resolve the issue, and/or to discuss next steps.
- iv. Other than asking a question to clarify a statement made by the speaker, Council members shall refrain from entering into a dialogue with the speaker. This portion of the agenda is not intended for a discussion or debate between the City Council and the speaker and should not be used for that purpose. Iowa Code requires public notice of all items to be considered/debated to be posted at least twenty-four (24) hours in advance of the meeting. Therefore, Council discussion or debate on a topic brought up in the public comment section would be a violation of Iowa Code.
- v. The Mayor is responsible for maintaining order and decorum and will not allow the speaker, or any other person in attendance, to make personal attacks or inflammatory comments and will, when appropriate, direct any person violating any of the rules set forth herein to be quiet, to sit down and/or return to their seat as appropriate. Failure to comply with directives of the Mayor may result in the person being asked to leave the meeting or removed from the meeting. The Mayor may call for a break or recess to allow the speaker to leave or be removed from the meeting.
- 2. City Council Meetings "Public Comments" on Agenda Items during the meeting
  - a. The City Council meeting is designed for the City Council to discuss and make decisions on the various issues on the agenda. The procedure for introduction, consideration, and action on agenda items is as follows:
    - i. Each agenda item is introduced by the Mayor
    - ii. The Mayor asks for a staff presentation or clarification of any relevant staff report.
    - iii. If dealing with an issue tied to an applicant, the Mayor may ask for comments from the applicant.
    - iv. The Mayor will then request whether any person in attendance wished to comment on the agenda item.
    - v. After the cessation of Council debate and any other comments as appropriate, the Mayor will call for a motion and second.
    - vi. Once a motion has been made and seconded, no additional comments will be received from the public, only City Council debate, with staff input as appropriate, will occur from this point forward.
  - b. The rules for addressing the City Council at the designated time during this portion of the meeting are:
    - i. The speaker must be recognized by the Mayor.
    - ii. The speaker must speak from the podium and must provide their name and address for the record.



- iii. At no time will members of the public be allowed to enter into the City Council discussion from their seat. Upon recognition by the Mayor, a person may only be allowed to speak at the podium during the City Council discussion so long as the Mayor finds the comments to be germane, necessary and/or helpful to the City Council.
- iv. No speaker will be allowed to speak more than once on any agenda item unless clarification is requested by the City Council and permission granted by the Mayor.
- v. When an agenda includes a "Public Hearing", any comments from the Public will only be received during the Public Hearing, not after the Public Hearing during consideration of any action item tied to the Public Hearing discussion.
- vi. All rules set forth above in the "Public Comments" on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items.

#### 3. Public Hearings

- a. When an item under consideration requires a public hearing by statute, the Mayor will open and facilitate the public hearing. Public comments will be received in the same manner, and subject to, all provisions described and set forth under Paragraph 2 of this Policy.
- b. Reasonable limitations on the number of speakers and time allowed to speak may be imposed by the Mayor in order to keep the meeting moving.
- c. Public hearings are held to gather data and opinions from the public to assist and facilitate the decision-making process.
- d. All rules set forth above in the "Public Comments" on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items..
- 4. Public Comments at Council Workshops / Work Sessions.
  - a. The committee chair runs the work session. The purpose of work sessions is to allow staff to present material and for the Council to have time to discuss and consider issues in greater detail before taking action.
  - b. Public Comments:
    - i. Because the Workshop/Work Session is designed for discussion among the members of the City Council and staff, public comment is not warranted. A member of the audience may only speak should the chair recognizes a member of the public or interested party or if a Council member requests that a member of the public be recognized. If so recognized, the same rules of decorum as listed for Council meetings apply, and the chair may impose any and all other restrictions deemed appropriate in the sole discretion of the chair.
  - c. All rules set forth above in the "Public Comments" on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items.
- 5. Rules of Decorum for the Audience during Council Meetings and Work Sessions
  - a. Meeting attendees (the audience):



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



# **Minutes**

City Council Meeting
Oelwein Public Library, 201 East Charles, Oelwein, Iowa
May 28, 2024 - 6:00 PM

#### Pledge of Allegiance

#### **Call to Order**

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

#### **Roll Call**

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

Also Present: Mayor DeVore, City Administrator Mulfinger, City Clerk Rigdon

Absent: NA

#### **Additions or Deletions**

A motion was made by Weber, seconded by Lenz to approve the agenda as amended.

All aye. Motion carried.

#### Citizens Public Comments - See Guidelines for Public Comments Below

Public Comment Policy.

LouAnn Milks, 212 10<sup>th</sup> Street SW, reported the Plentiful Pantry at 28 West Charles Street serves 600 households. She invited everyone to the Low Country Boil at Ampersand following the parade on Saturday, June 1<sup>st</sup>, at 12PM.

#### **Consent Agenda**

- 2. Consideration of a motion approving the May 13, 2024 minutes.
- 3. Claims resolution in the amount of \$1,115,354.30.
- 4. Consideration of a resolution authorizing temporary closure of public ways or grounds for Oelwein Chamber and Area Development on June 13, July 11, August 8, and September 12.

Resolution No. 5569-2024 was applied to this resolution.

- 5. Consideration of a motion approving the Special Class C alcohol license for Top of Iowa Lucky Wife.
- 6. Consideration of a motion approving the Class F alcohol license for Oelwein Celebrations Renewed, Inc.

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

All aye. Motion carried.

#### **Public Hearing**

7. Public Hearing amending the Fiscal Year 2023-2024 budget on May 28, 2024 at 6:00 PM at the Oelwein Public Library.

Mayor DeVore opened the public hearing.

No further oral or written comments were received.

Mayor DeVore closed the public hearing.

8. Public Hearing for the sale of 902 1st Ave SW to Sean and Amanda Emery.

Mayor DeVore opened the public hearing.

Mulfinger explained this sale is to a neighboring homeowner.

No further oral or written comments were received.

Mayor DeVore closed the public hearing.

9. Public Hearing for the sale of 222 South Frederick Avenue to Hub City Heritage Corporation.

Mayor DeVore opened the public hearing.

Mulfinger explained this sale is from the recommendation from the Planning, Finance, Enterprise and Economic Development Committee.

No further oral or written comments were received.

Mayor DeVore closed the public hearing.

10. Public Hearing for the sale of 322 6th Ave SE to Andrew Heth.

Mayor DeVore opened the public hearing.

Mulfinger explained this sale is to a neighboring homeowner.

No further oral or written comments were received.

Mayor DeVore closed the public hearing.

#### **Ordinances**

11. Consideration of an ordinance amending Chapter 7: Water and Sewer, Article II, Section 10: Water Rates and amending Article III, Section 41: Sanitary Sewer - Surcharges: Schedules. - Third and Final Reading.

A motion was made by Garrigus, seconded by Weber to adopt Ordinance No. 1212.

Ayes: Weber, Lenz, Garrigus, Ricchio

Nays: Seeders, Payne

Motion carried.

12. Consideration of an ordinance amending language in Chapter 12 - Buildings, Article 1 Building Code: Section 12-3 Amendments, Subsection H) 1, 3, and 4: Demolition Permits. - Third and Final Reading.

A motion was made by Garrigus, seconded by Weber to adopt Ordinance No. 1213.

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

Nays: NA Motion carried.

13. Consideration of an ordinance amending, Chapter 6, Article IV, Oelwein Airport Board, Section 6-101 Qualifications of Board Members. - Third and Final Reading.

A motion was made by Lenz, seconded by Garrigus to adopt Ordinance No. 1214.

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

Nays: NA Motion carried.

14. Consideration of a motion amending the rules to waive the second and third reading of an ordinance amending Chapter 22, Article VII, Automated Traffic Enforcement System.

A motion was made by Weber, seconded by Garrigus to approve waiving the second and third reading of an ordinance to amend Chapter 22, Article VII, Automated Traffic Enforcement System.

All ave. Motion carried.

15. Consideration of an ordinance amending Chapter 22, Article VII, Automated Traffic Enforcement System. - First Reading and Final.

A motion was made by Weber, seconded by Garrigus to adopt Ordinance No. 1215.

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

Nays: NA Motion carried.

16. Consideration of an ordinance amending Appendix A – Zoning Ordinance, Section 206 -C-1 Commercial-Central Business District. - First Reading.

A motion was made by Seeders, seconded by Garrigus to approve the first reading.

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

Nays: NA Motion carried.

#### Resolutions

17. Consideration of a resolution amending the Fiscal Year 2023-2024 Budget.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5570-2024.

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

Nays: NA Motion carried.

18. Consideration of a resolution awarding General Obligation Bridge Improvement Bonds, Series 2024.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5571-2024.

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

Nays: NA Motion carried.

19. Consideration of a resolution approving a Well Pump Rebuild with Northway in the amount of \$60,061.25 for the 59 Well.

A motion was made by Garrigus, seconded by Lenz to adopt Resolution No. 5572-2024.

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

Nays: NA Motion carried.

20. Consideration of a resolution approving the Pay Application No. 4 in the amount of \$200,982.84 to Shift Companies for the Reed Bed Expansion and EQ Basin Liner Replacement Project.

A motion was made by Lenz, seconded by Weber to adopt Resolution No. 5573-2024.

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

Nays: NA Motion carried.

21. Consideration of a resolution approving Pay Application No. 6 in the amount of \$77,147.07 for Oelwein NE Sanitary Sewer Improvements project to Dave Schmitt Construction.

A motion was made by Garrigus, seconded by Weber to adopt Resolution No. 5574-2024.

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

Nays: NA Motion carried.

22. Consideration of a resolution approving construction-related services (CRS) with AECOM in the amount of \$47,000 for engineering services on the Airfield Lighting Vault Oelwein Municipal Airport (OLZ) Project.

A motion was made by Garrigus, seconded by Ricchio to adopt Resolution No. 5575-2024.

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

Nays: NA Motion carried.

23. Consideration of a resolution approving the sale and transfer of city owned real estate located at 902 1st Ave SW, Oelwein, IA to Sean and Amanda Emery.

A motion was made by Weber, seconded by Lenz to adopt Resolution No. 5576-2024.

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

Nays: NA Motion carried.

24. Consideration of a resolution approving the sale and transfer of city owned real estate located at 222 South Frederick Avenue, Oelwein, IA to the Hub City Corporation.

A motion was made by Garrigus, seconded by Lenz to adopt Resolution No. 5577-2024.

Ayes: Weber, Lenz, Garrigus, Seeders

Nays: NA

Abstain: Ricchio, Payne Motion carried.

25. Consideration of a resolution approving the sale and transfer of city owned real estate located at 322 6th Ave SE, Oelwein, IA to Andrew Heth.

A motion was made by Weber, seconded by Lenz to adopt Resolution No. 5578-2024.

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

Nays: NA Motion carried.

#### **Committee Reports**

26. Report from Ricchio on the May Airport Board minutes.

For full minutes, please visit: https://www.cityofoelwein.org/bc-ab/page/airport-board-34

27. Report from Seeders on the May Library Board minutes.

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

28. Report from Garrigus on the May Park and Recreation Commission minutes.

For full minutes, please visit: https://www.cityofoelwein.org/bc-parks/page/parks-and-recreation-14

#### **Council Updates**

Councilmember Payne feels there are other areas that need to be monitors. Public Safety Chief Logan explained in order to add more cameras it would be dictated by traffic counts. New cameras cannot be installed until 2026, according to the new law.

Payne continues to want to pay the full balance of the event center now and not continue with the five-year installments. Other council members stated we should follow the five-year agreement.

#### **Mayor's Report**

Mayor DeVore mentioned Mulfinger's review is due back to him by June 12<sup>th</sup>, 2024.

City	۸dm	inistr	ator's	Report
CILV	Aam	mistra	ator s	Kebort

Dylan Mulfinger, City Administrator

Mulfinger reported there will be no council weekly updates for the next two weeks.

### Adjournment

A motion was made by Weber, seconded	by Lenz to adjourn	the meeting at 6:48 PM.	
	All aye.	Motion carried.	
		Bre	tt DeVore, Mayor
ATTEST:			
Dylan Mulfinger, City Administrator			
I, Dylan Mulfinger, City Administrator in and for t foregoing is a true accounting of the Council Proo furnished to the Register May 31, 2024.	•	•	

#### Ordinance No. 1216

# AN ORDINANCE AMENDING, APPENDIX A – ZONING ORDINANCE, SECTION 206 -C-1 COMMERCIAL-CENTRAL BUSINESS DISTRICT.

BE IT ORDAINED by	the Citر ،	<i>ı</i> Council o	f the Cit	v of Oelwein	. Iowa	. as follows
-------------------	------------	--------------------	-----------	--------------	--------	--------------

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012, with subsequent amendments, be amended by deleting Section 206.1 C-1 Commercial Central Business District, Section 206.1 Permitted Principle Uses and Structures, Item 9, and replacing it as follows:

9. Medical, dental, chiropractic, and small-animal veterinary clinics.

<u>Section 2</u>. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed.

First reading -	May 28, 2024
Second reading -	June 10, 2024
Third reading -	June 24, 2024

Passed and adopted by the City Council of the City of Oelwein, Iowa, this day of June 24, 2024.

Brett DeVore, Mayor

Attest:	First Reading on: May 28, 2024
	It was moved by Seeders and seconded by Garrigus that the Ordinance as read be adopted, and upon roll call there were:
Dylan Mulfinger, City Administrator	AYES NAYS ABSENT ABSTAIN
Recorded June 25, 2024.	Ricchio x Seeders x Weber x Lenz x Garrigus x Payne x
Second Reading on June 10, 2024  It was moved by and seconded that the Ordinance as read be adopted, and upon roll call there were:	Third Reading on June 24, 2024. It was moved by and seconded by that the Ordinance as read be adopted, and upon roll call there were:
AYES NAYS ABSENT ABSTAIN  Ricchio Seeders Weber Lenz Garrigus Payne	AYES NAYS ABSENT ABSTAIN  Ricchio Seeders Weber Lenz Garrigus Payne

<b>RESOL</b>	UTION NO.	
--------------	-----------	--

RESOLUTION SCHEDULING HEARING SUBMITTAL OF AN APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FROM THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) FUNDING FOR THE RISE LTD. OELWEIN DAY HABILITATION CENTER IMPROVEMENTS PROJECT IN OELWEIN, IOWA.

**WHEREAS**, the Oelwein City Council has determined that a submission of a CDBG Community Facilities and Services application to the Iowa Economic Development Authority is available for a facility improvements project on behalf of RISE Ltd.; and,

**WHEREAS**, the City of Oelwein supports acting as the applicant for this project which will allow RISE Ltd. to strengthen its day program services for adults and children with intellectual disabilities, mental illnesses, brain injuries and other developmental disabilities.

**WHEREAS**, this project will provide much needed facility upgrades and accessibility improvements to help RISE Ltd. better serve current clients and prepare for future programming growth.

WHEREAS, this project will also be funded with local matching funds from RISE Ltd.; and,

**WHEREAS**, the Oelwein City Council does desire to schedule a public hearing to provide citizens the opportunity to comment on the proposed project, the application and the community needs within the city prior to submittal.

#### NOW, THEREFORE, BE IT RESOLVED BY THE OELWEIN CITY COUNCIL:

- 1. A public hearing pursuant to Iowa Code § 354.23 (2021) to consider submission of a CDBG Community Facilities and Services application to the Iowa Economic Development Authority for the RISE Ltd. Oelwein Day Habilitation Center Improvements Project on behalf of RISE Ltd. shall be held on the 24th day of June 2024, at 6:00 p.m. in the Oelwein Public Library at 201 East Charles Street, Oelwein, IA 50662.
- 2. The City of Oelwein shall publish notice of the public hearing not less than four nor more than twenty days prior to the date set for the hearing.

PASSED AND ADOPTED this 10th day of June 2024

	OELWEIN CITY COUNCIL	
	Brett DeVore, Mayor City of Oelwein	
ATTEST:		
Dylan Mulfinger, City Administrator City of Oelwein		



June 6, 2024

#### Via Email

Dylan Mulfinger City Administrator/City Hall Oelwein, Iowa

Re: General Obligation Bridge Improvement Bonds, Series 2024

Our File No. 421044-48

Dear Dylan:

We have prepared and attach proceedings to be used at the June 10, 2024 City Council meeting to enable the Council to adopt the resolution (the "Resolution") approving the Loan Agreement and providing for the issuance of the General Obligation Bridge Improvement Bonds, Series 2024 (the "Bonds").

The proceedings attached include the following items:

1. Minutes of the meeting, followed by the Resolution approving the Loan Agreement and issuing the Bonds.

The blanks in the form of Bond, the form of Certificate of Authentication and the form of Assignment included as part of the Resolution should not be completed or executed.

- 2. Attestation Certificate with respect to the validity of the transcript.
- 3. County Filing Certificate relating to the filing of a certified copy of this Resolution in the Fayette County Auditor's office. After it is adopted, a certified copy of the Resolution must be filed with the Fayette County Auditor ahead of closing on June 25, 2024. An extra copy of the Resolution should be printed for this purpose.

As provided in the earlier prelevy resolution and in the attached Resolution, beginning in the 2025-2026 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Bonds unless the City's budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City's budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

As these proceedings are completed, please return one fully executed copy to our office.



Also attached is a Loan Agreement for execution by the Mayor and City Clerk. Please print the Loan Agreement for execution. After it has been signed, please scan and e-mail a copy to us as soon as possible and in advance of closing.

We are also attaching a Continuing Disclosure Certificate for the Mayor and City Clerk to sign. Please retain one executed copy for the City's records and e-mail a copy to us <u>as soon as</u> possible and in advance of closing.

Finally, we are attaching a Registrar and Paying Agent Agreement for the Mayor and City Clerk to sign. Please print a copy for execution, after which it should be returned to us by email so that we may forward it to UMB Bank, n.a. for signature as soon as possible and in advance of closing.

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

Best regards,

John P. Danos

#### Attachments

cc: Barb Rigdon

Kaylonna McKee Speer Financial, Inc. Diana VanVleet

Robert W. Baird & Co., Inc.

Assured Guaranty Municipal Corp. (AGM)

MINUTES TO AUTHORIZE ISSUANCE OF BONDS

421044-48

Oelwein, Iowa

June 10, 2024

The City Council of the City of Oelwein, Iowa, met on June 10, 2024, at 6 o'clock p.m. at the Oelwein Public Library, 201 East Charles St., Oelwein, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present:	
Absent:	
After due consideration and discussion, Council Membertroduced the following resolution and moved its adoption, seconded by Council Member The Mayor put the question upon the adoption of	
solution, and the roll being called, the following Council Members voted:	
Ayes:	
Nays:	
Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.	
••••	
At the conclusion of the meeting, and upon motion and vote, the City Council adjourn	ned.
Mayor	
ttest:	
ity Administrator	

#### RESOLUTION NO. \_\_\_\_-2024

Resolution authorizing and approving a Loan Agreement, providing for the issuance of \$1,450,000 General Obligation Bridge Improvement Bonds, Series 2024, and providing for the levy of taxes to pay the same

WHEREAS, the City of Oelwein (the "City"), in Fayette County, State of Iowa, heretofore proposed to enter into a general obligation loan agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$1,500,000 for the purpose of paying the costs, to that extent, of constructing bridge and related infrastructure improvements (the "Project"), and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on March 11, 2024; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of General Obligation Bridge Improvement Bonds, Series 2024 (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Speer Financial, Inc., as municipal advisor (the "Municipal Advisor") to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Purchaser"), was determined to be the best, such bid proposing the lowest interest cost to the City for the Bonds; and

WHEREAS, the Purchaser has executed a certain official bid form/sale agreement (the "Sale Agreement") with respect to the Loan Agreement and the Bonds, and the City Council has previously approved the Sale Agreement and has made provision for its execution and delivery; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$1,450,000 for the purposes set forth in the preamble hereof.

The Mayor and City Administrator are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The Bonds, in the aggregate principal amount of \$1,450,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated June 25, 2024, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	Interest Rate	<u>Date</u>	<b>Principal</b>	Interest Rate
2025	\$125,000	4.00%	2030	\$145,000	4.00%
2026	\$125,000	4.00%	2031	\$155,000	4.00%
2027	\$130,000	4.00%	2032	\$160,000	4.00%
2028	\$135,000	4.00%	2034	\$335,000	4.00%
2029	\$140,000	4.00%			

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Administrator are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2032 and 2034, inclusive, prior to and in any order of maturity on June 1, 2031, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

Principal of the Bond maturing on June 1, 2034 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2033 at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

	Principal
<u>Year</u>	<u>Amount</u>
2033	\$165,000
2034	\$170,000 (Maturity)

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be

redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2024. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Administrator, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a bookentry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to

continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the bookentry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically

provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

#### (Form of Bond)

#### UNITED STATES OF AMERICA STATE OF IOWA FAYETTE COUNTY CITY OF OELWEIN

#### GENERAL OBLIGATION BRIDGE IMPROVEMENT BOND, SERIES 2024

No			\$
RATE	MATURITY DATE	BOND DATE	CUSIP
%	June 1, 20	June 25, 2024	676125
The City of O to pay on the maturity	elwein (the "City"), in Fayette (date of this Bond to	County, State of Iowa, for	value received, promises
	Cede & New York, N		
or registered assigns, t	he principal sum of		

#### THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2024, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Bridge Improvement Bonds, Series 2024 (the "Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of June 25, 2024 (the "Loan Agreement"), entered into by the City for the purpose of paying the costs, to that extent, of constructing bridge and related infrastructure improvements.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on June 10, 2024, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2032 and 2034, inclusive, prior to and in any order of maturity on June 1, 2031, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. Principal of the Bonds maturing on June 1, 2034 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2033 in accordance with the mandatory redemption schedule set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Oelwein, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Administrator, as of June 25, 2024.

CITY OF OELWEIN, IOWA
-----------------------

	By (DO NOT SIGN)
	Mayor
Attest:	
(DO NOT SIGN)	
City Clerk	

Registration Date: (June 25, 2024)

#### REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB Bank, n.a. West Des Moines, Iowa Registrar

By (Authorized Signature)
Authorized Officer

#### STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to UMB Bank, n.a., West Des Moines, Iowa, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

#### **ABBREVIATIONS**

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA
TEN ENT	-	as tenants by the entireties	(Custodian)
JT TEN -	as joint tenants with right of	As Custodian for	
		survivorship and not as tenants	(Minor)
in common	under Uniform Transfers to Minors Act		
			(State)
Addit	iona	l abbreviations may also be used t	though not in the list above.
		ASSIC	GNMENT
For va Bond to	alual	ble consideration, receipt of which	h is hereby acknowledged, the undersigned assigns this
		(Please print or type nam	ne and address of Assignee)
		SOCIAL SECURITY OR OTHE UMBER OF ASSIGNEE	ER
		irrevocably appoints kept for registration thereof with	, Attorney, to transfer this
		s kept for registration thereof with	Tun power of substitution.
Signature gua		<del>-</del>	
accordance w procedures of Such standar signatures to guarantor ins	vith the ds be stitut	ntee must be provided in the prevailing standards and Registrar and Transfer Agent. and procedures may require guaranteed by certain eligible tions that participate in a are guarantee program.)	

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$1,473,938.25), including original issue premium (\$23,938.25) (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$26,728.75) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds (\$1,409,994.50) (the "Project Proceeds) received from the sale of the Bonds, shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds (\$37,215) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of \$178,000;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of \$178,000;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of \$177,800;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of \$177,400;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of \$176,800;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of \$181,000;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of \$179,800;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of \$178,400; and

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of \$176,800.

(Such taxes being supplemental and additional to taxes previously authorized by the City for this purpose for collection in the fiscal year beginning July 1, 2024).

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Fayette County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved June 10, 2024.

	Mayor	
Attest:		
City Administrator		

#### ATTESTATION CERTIFICATE

STATE OF IOWA
<b>FAYETTE COUNTY</b>
CITY OF OELWEIN

SS:

I, the undersigned, City Administrator of the City of Oelwein, do hereby certify that as such City Administrator I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a Loan Agreement and providing for the issuance of \$1,450,000 General Obligation Bridge Improvement Bonds, Series 2024 of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this 10 day of June, 2024.

City Administrator

### **COUNTY FILING CERTIFICATE**

STATE OF IOWA
SS: FAYETTE COUNTY
I, the undersigned, County Auditor of Fayette County, in the State of Iowa, do hereby certify that on the day of, 2024, the City Administrator of the City of Oelwein filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on June 10, 2024, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the issuance of \$1,450,000 General Obligation Bridge Improvement Bonds, Series 2024, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.
I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2025, and subsequent years as provided in the resolution, such taxes being supplemental and additional to taxes previously authorized by the City for such purpose for collection in the fiscal year beginning July 1, 2024.
WITNESS MY HAND this day of, 2024.
County Auditor

#### LOAN AGREEMENT

This Loan Agreement is entered into as of June 25, 2024, by and between the City of Oelwein, Iowa (the "City"), and Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Purchaser"). The parties agree as follows:

- 1. The Purchaser shall loan to the City the sum of \$1,450,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Bridge Improvement Bonds, Series 2024 in the aggregate principal amount of \$1,450,000 (the "Bonds").
- 2. The City has adopted a resolution on June 10, 2024 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.
- 3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated June 25, 2024, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.
- 4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

	CITY OF OELWEIN, IOWA
Attest:	By Mayor
City Clerk	
	ROBERT W. BAIRD & CO., INC. Milwaukee, Wisconsin
	By(Signature)
	(Print Name and Title)

#### REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this June 25, 2024 (the "Dated Date") by and between the City of Oelwein, Iowa hereinafter called "ISSUER", and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$1,450,000 General Obligation Bridge Improvement Bonds, Series 2024 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

- 1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
- 2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
  - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
  - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
  - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
  - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

- 3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.
- 4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.
- 5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.
  - 6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

34

- 7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.
- 8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.
- 9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.
- 10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.
- 11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.
- 12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

- 13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.
- 14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.
- 15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.
- 16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.
- 17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.
- 18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

- 19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.
- 20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:
  - a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
  - b) It is anticipated that during the term of the Bonds, the Securities Depository will make bookentry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
  - c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
  - d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.
- 21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

5

37

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

- 22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.
- 23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.
- 25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT: UMB Bank, n.a.

Attn: Corporate Trust & Escrow Services

7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266

If to ISSUER: City of Oelwein, Iowa

Attn: City Clerk

City Hall

20 Second Avenue S.W. Oelwein, Iowa 50662-2241

- 26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
- 27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.
- 28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

	CITY OF OELWEIN, IOWA
	Mayor
Attest:	
City Clerk	
city ciem	
	UMB BANK, N.A., as PAYING AGENT/REGISTRAF
	By:
	Authorized Signatory



# PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

### **ADMINISTRATION**

Book Entry Bonds \$300 initial/\$600 annual
 Registered/Private Placement Bonds \$750 initial/\$600 annual

#### ADDITIONAL SERVICES

• Placement of CDs or Sinking Funds	\$500 per set up/outside UMB
• Late Payments	\$100
Optional or Partial Redemption	\$300
Mandatory Redemption	\$100
• Early Termination/Full Call	\$500
• Paying Costs of Issuance	\$500 one-time fee

### SERVICES AVAILABLE UPON REQUEST

• Dissemination Agent \$1,000 annual

### CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

<sup>\*</sup> Initial Fees charged at Closing

<sup>\*</sup>Annual Fees charged in arrears month of closing

#### CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Oelwein, Iowa (the "Issuer"), in connection with the issuance of \$1,450,000 General Obligation Bridge Improvement Bonds, Series 2024 (the "Bonds"), dated June 25, 2024. The Bonds are being issued pursuant to a resolution of the Issuer approved on June 10, 2024 (the "Resolution"). The Issuer covenants and agrees as follows:

- Section 1. <u>Purpose of the Disclosure Certificate</u>. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.
- Section 2. <u>Definitions</u>. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access system available at <a href="http://emma.msrb.org">http://emma.msrb.org</a>.

"Financial Obligation" shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

"Holders" shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street, N.W., Suite 1000, Washington, D.C. 20005.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Iowa.

#### Section 3. <u>Provision of Annual Reports.</u>

- (a) Not later than June 30 (the "Submission Deadline") of each year following the end of the 2023-2024 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.
- (b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.
- (c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.
- Section 4. <u>Content of Annual Reports</u>. The Issuer's Annual Report shall contain or include by reference the following:
  - (a) The Audited Financial Statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet

available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

#### **Debt Information:**

Debt Limitation Summary of Outstanding General Obligation Bonded Debt General Obligation Debt Statement of Bonded Indebtedness

#### **Property Assessment and Tax Information:**

Actual (100%) Valuations for the City Taxable (Rollback) Valuations for the City Tax Extensions and Collections Principal Taxpayers Property Tax Rates

#### **Financial Information**

Cash Basis Statement of Activities and Net Position Statement of Cash Receipts, Disbursements, and Changes in Cash Balances

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

#### Section 5. Reporting of Significant Events

- (a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:
  - (1) Principal and interest payment delinquencies.
  - (2) Non-payment related defaults, if material.
  - (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
  - (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
  - (5) Substitution of credit or liquidity providers, or their failure to perform.

- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, event of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.
- (c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.
- Section 6. <u>Termination of Reporting Obligation</u>. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.
- Section 7. <u>Dissemination Agent</u>. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Speer Financial, Inc.
- Section 8. <u>Amendment; Waiver</u>. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:
  - (a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in

circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. <u>Additional Information</u>. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. <u>Default</u>. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. <u>Duties, Immunities and Liabilities of Dissemination Agent.</u> The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers

and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. <u>Beneficiaries</u>. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: June 25, 2024		
	CITY OF OELWEIN, IOWA	
	By Mayor	
Attest:		
Ву		
City Clerk		

RESOLUTION NO	2024
RESOLUTION APPROVING a Fixed Based Operator Contr Airport C	
•	ased Operator to run their repair business at the ce to the Oelwein Municipal Airport OLZ and
WHEREAS, George Tegeler's services are recom	mended by the airport board; and
WHEREAS, the new contract will be for one yea	r in the amount of \$37,818.51. and;
WHEREAS, this contract sets the flow fee at \$.14	4;
NOW, THEREFORE, BE IT RESOLVED by the City Contract with George Tegler at the Oelv	Council of Oelwein, Iowa a Fixed Based Operator vein Municipal Airport OLZ
Passed and approved this 1	LO day of June, 2024.
Brett Do	eVore, Mayor
	noved by and seconded by that the
Attest: Resolut	ion as read be adopted, and upon roll call there were:  AYES NAYS ABSENT ABSTAIN
Ricchio	
Weber	

Lenz

Garrigus Seeders

Payne

Dylan Mulfinger, City Administrator

Recorded June 11, 2024.

Notes from Airport Board Members on Fixed Based Operator Geroge Tegeler May 2024.

#### Positives.

- 1. George does a good job of maintaining the turf strip and keeping the snow clear. He takes a lot of pride in the keeping both runways clear and maintained.
- 2. George brings a lot of traffic to OLZ as the FBO. In contrast, IIB doesn't really attract traffic, even though their facility is larger. Their FBO doesn't try to attract traffic with services.
- In general, I think there is value in having an FBO at OLZ that can provide services to keep aircraft running and airworthy. I think George does a decent job of keeping things moving along at OLZ.
- 4. I personally think overall the building and grounds look pretty good where George is concerned. The lobby area and restrooms are neat and clean and the grass is cut, although it could be cut again in the near future I believe.
- 5. George, is doing alot better with his duties, the airport is neat, clean and looks professionally, maintained. I believe we should have an, FBO. HE provides visibility, accessibility, and a degree of security, on a daily basis
- 6. Because of George the airport has all of the hangars spoken for which is not always the case.
- 7. Having a FBO at the Oelwein Airport greatly improves the traffic in and out and also increase fuel sales
- 8. Having a person at the airport on a regular basis (hours of 8-5) makes the Oelwein Alrport one that people like to fly into..

#### Negatives.

- 1. George could do a better job of keeping the terminal building clean and presentable. Both the inside and outside of the terminal building should be clean and tidy at all times. We never know when we will have visitors flying in.
- 2. George could do a better job of offering/arranging a CFI for training. I realize he only has so much time in a day, and probably doesn't want to teach, but I'd like to see him partner with a CFI to offer flight lessons. I think someone should be able to come to OLZ with no flight experience and have a path to earning their ticket.
- 3. I did notice one thing that should be addressed and that is there is grass coming up in the cracks in the ramp and hanger areas and also in front of the building in the landscape rocks.
- 4. I would like George to be a little more mindful of the dusting of window sills, sweeping of the sidewalks of the grass after mowing and repairing broken windows on a more timely manner.

#### Comments on keeping an FBO:

I still think it is good to have an FBO for the tenants that have their planes hangared at the airport. He will drop what he is doing if you have any issues hangar wise that might hinder your flying. George

helped me identify a door issue, sensor problem, which took an hour of his mechanic time. He also helped another tenant replace a frayed door cable. Would the city work on the doors or would they have to call a door company? At what cost?

George maintains most of the aircraft on the field. Would the tenants leave Oelwein to find an airport that has a mechanic for their yearly annuals? Loss of hangar rent for the city? It is good to be an airport with a mechanic on duty. A transient that need maintenance is sure to be grateful and purchase fuel.

How much would the mowing, trimming, weeding, cleaning the terminal, snowplowing, maintaining the equipment, maintaining the hangars and making sure that the Ag business has enough fuel during the season cost the city? Would the Ag sprayers have to order their own fuel or will they go elsewhere. Would that be a loss of \$2000 to \$4000 fuel income to the city?

When the fuel system is up and running the FBO should have more time with less fueling of aircraft, and no billing.

I have always been on George about the cleanliness of the Terminal. It should be clean at all times when a plane lands at Oelwein. The first thing everyone does is head straight to the bathroom. George lets the terminal slip when he is working at his mechanic business. He still needs to do a better job at keeping it clean, in my opinion.

He also needs to take better care of trimming and/or killing of weeds.

He did a good job making the airport look good for the Young Eagles.

If we do not have an FBO present at the airport on a daily basis none of the day to day duties will every get accomplished.



#### Oelwein Municipal Airport FBO Lease July 1, 2024 to June 30, 2025

THIS AGREEMENT, made and entered into the date executed below, between the City of Oelwein, Iowa, hereinafter referred to as the Lessor, and George J. Tegeler, d/b/a Tegeler Aviation, LLC, hereinafter referred to as Lessee.

WHEREAS, Lessor owns and operates the Oelwein Municipal Airport and the Lessor is willing to lease to the Lessee certain premises hereinafter more fully described and located on said airport upon the terms and conditions and stated herein;

WHEREAS, the said leased premises may be used for the operation of a flight training school, aircraft maintenance and repair, aircraft charter, aircraft sale and rental, and sales of aircraft gasoline and oil. Lessee may also conduct his business on premises relating to sales and services of aircraft and building and constructing various makes and models of experimental aircraft. Lessee, at Lessee's option, may conduct additional business activity on the leased premises, which is permitted by, or not prohibited, by law and expressly approved in writing, in advance, by the Lessor upon a written proposal submitted by Lessee.

Lessee must keep 100 Low Lead fuel and Jet A fuel on hand for resale to local and transit aircraft, or as allocated, and have fuel service available from 8:00 a.m. to 5:00 p.m. Monday through Friday and as requested or deemed necessary and,

WHEREAS, under the terms of the Lease, the Lessee shall be responsible for operating a base radio and communications equipment, which is located in buildings that Lessee occupies, at all times from 8:00 a.m. to 5:00 p.m. Monday through Friday and as requested or deemed necessary.

NOW THEREFORE, in consideration of the rent, covenants and agreements herein contained, Lessor does hereby lease to Lessee, maintenance hangar and an office in the Terminal Building.

1. Compensation for grounds keeping paid to FBO following annual contract price:

2023-2024	-
\$ 37,818.51	-

Said amount to be payable to Lessee monthly with the amount being due by last day of each month. It is understood the designated office space is for the exclusive use of the fixed base operator, but the public lounge and restroom area in the administration buildings are public use facilities.

- A. Lessee shall provide for and supply at its expense all janitorial and custodial service with respect to the buildings and facilities associated with the leased premises and shall maintain all premises in a clean and accommodating appearance for persons using the same during normal hours of operation or when requested or necessary, except Lessor shall supply janitorial supplies for the public lounge (designated room A) and restroom areas in the administration buildings herein designated as public-use facilities.
- B. Lessee shall attend to necessary maintenance, involved in keeping runways, and adjoining areas, taxi-ways and lawn areas mowed, and free of snow as required,



- provided Lessor will furnish equipment and fuel for mowing and snow removal.
- C. Lessee shall provide labor for basic preventive maintenance and repairs on buildings, facilities, grounds and equipment. Any major repair, rebuilding or alteration, including painting, seeding, overhauling, building or similar matter shall be the responsibility of Lessor as listed in the FBO contract duties.
- D. Lessee shall enforce any rules or ordinances of the City applicable to the Oelwein Municipal Airport.
- 2. The term of this Lease shall be for the period commencing at midnight on July 1, 2024 through to and ending at midnight on June 30, 2025.
- 3. Lessee shall maintain a log of all airport activity. Lessee shall report as needed to Lessor through the City Administrator or his designee all important, unusual and otherwise pertinent information. Failure to provide the report to the City will result in delay of monthly compensation.
- 4. Lessee shall attend the Airport Board meetings and submit an activity report including, but not limited to: the number of take-offs and landings, identity of businesses using the airport facilities, type of aircraft (single, twin or jet), and all other activities.
- 5. Lessee shall also have an attendant present, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Lessee shall comply with the courtesy car and FBO protocol incorporated herein by this reference and attached marked as Exhibits A and shall provide all drivers with Exhibit B.
- 6. It is hereby agreed nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 208 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting activities of an aeronautical nature.
- 7. <u>Insurance</u>. The Lessee shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Lessee's operations under the Contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All such insurance shall be subject to the approval of the City for adequacy of protection, and shall include a provision preventing cancellation without thirty (30) days' prior notice to the City in writing.
  - A. <u>Liability Insurance Requirements</u>. The Lessee shall procure and maintain, at its own expense liability insurance as hereinafter specified. The liability insurance required is as follows:
  - B. Commercial General Liability Insurance issued to the Lessee and protecting it from all claims for personal injury, including death and all claims for destruction of or damage to property arising out of or in connection with any operation under his Contract, whether such operation be by himself or by a subcontractor under him, or anyone directly or indirectly employed by the Lessee or by a subcontractor under him, or by anyone for whose acts any of them may be liable.
  - C. All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of one occurrence for bodily injury, including, death, and property damage. The General Liability policy should have a general aggregate limit of \$2,000,000 for all damages and a products completed operations aggregate of \$2,000,000 for all damages.
  - D. All such insurance shall be written on a comprehensive policy form and shall specifically cover products and completed operations. Certificates evidencing the issuance of such insurance, addressed to the City, shall be filed within ten (10) days after the date of the execution of the contract.
  - E. The policy shall include the City as an additional insured. The insurer shall give the City



notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy or of any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the City at least thirty (30) days' prior written notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy.

- F. Workers' Compensation Insurance. The Lessee shall maintain at his own expense Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the Lessee in accordance with the provisions of the laws of the State of Iowa. The Lessee shall furnish the City with a certificate giving evidence the Lessee is covered by the Workers' Compensation Insurance herein required, each certificate specifically stating such insurance includes occupational disease provisions. This policy should also include Employer's Liability Insurance with minimum limits of \$500,000 each accident for bodily injury, \$500,000 each accident for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease.
- G. <u>Special Provisions</u>. All liability policies which include the City as an additional insured shall include a Governmental Immunities Endorsement pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:
- H. <u>Nonwaiver of Government Immunity</u>. The insurance carrier expressly agrees and states the purchase of this policy and including the City as an Additional Insured does not waive any of the defenses of governmental immunity available to the City under Iowa code Section 670.4 as it now exists and as it may be amended from time to time.
- I. <u>Claims Coverage</u>. The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under lowa Code Section 670.4 as it now exists and as it may be amended from time to time.
- J. <u>Assertion of Government Immunity</u>. The City shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
- K. <u>Non-Denial of Coverage</u>. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the City under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City.
- 8. Lessee agrees to observe and obey reasonable rules and regulations with respect to the use of the premises; provided, however, such rules and regulations shall be consistent with safety and with rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the airport; and provided further, such rules and regulations shall not be inconsistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Lessee's aircraft at the airport. Lessee and all of its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the Lessor, the United States of America or any Department or Agency thereof, and the State of Iowa.
- 9. Lessee shall not assign, sublet nor hypothecate this Lease without the written consent of the Lessor, except said Lease may be assigned by Lessee to any corporation owned by, or in which it may become shareholder of, but such assignment shall not relieve or release the Lessee from the terms and obligations of this Lease insofar as the Lessor is concerned.
- 10. Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not discriminatory prices for each unit of service; provided the Lessee may make reasonable and non-discriminatory discounts, rebates or other



similar types of price reductions to volume purchasers.

- 11. Lessor agrees to pay for lights, "T" hangar lights, windsock light, wind "T" lights, security lights, repair and maintenance radio and communications equipment at the airport.
- 12. Lessor reserves the right to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
- 13. Lessor reserves the right to seek Federal and/or State funds to develop and improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit and without interference or hindrance from the Lessee.
- 14. Lessor reserves the right to take any action it considered necessary to protect the aerial approaches of the airport against obstructor, together with the right to prevent Lessee from creating, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.
- 15. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area and publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, so far as they are inconsistent with the provisions of the agreement with the Government shall be suspended.
- 16. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and United States relative to the maintenance, operation, or development of the airport.
- 17. The Lessee will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of Federal Aviation Regulations. The Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.
- 18. The Lessee agrees no signs or advertising material shall be placed or erected upon the leased premises without the prior written consent of the Lessor.
  - 19. Lessee shall not use City vehicles or equipment for personal use.
  - 20. As demand dictates Lessee will provide aircraft maintenance, aircraft rental and flight training.
- 21. Starting September of 2023, all fuel operations will run through the City of Oelwein. Lessee will have the authority to order fuel and set the price of fuel. Lessee will notify Public Works of each order and will notify them of the current fuel rate. City Hall will issue a check each month of fuel proceeds to Lessee. The City will track all amounts of fuel purchased and sold at the Oelwein Municipal Airport. The flow fee will be taken out of the payment to Lessee and Lessee will not be required to reimburse the City.
- 22. The city will take a \$.14 flow fee per gallon on all fuel sold at the airport. This fee will be taken from the proceeds of the fuel sales. The flow fee maintains the fuel system and pays all credit card fees associated with the purchasing system.
- 23. Lessee will be supplied a charge account for fuel at the city. Lessee will work with airport users who consume more than 1,000 gallons a month to set up a charge account with the city.
- 24. Lessor reserves the right to enter upon the leased premises at a reasonable time for the purpose of making any inspection it may deem expedient.
- 25. This Lease may be terminated for non-compliance of FBO Operations at any time hereafter by either party giving the other one hundred (180) days' notice of intention to so terminate the same, or this notice shall be by registered mail. This Lease may not be assigned without the written consent of the opposite party affected thereby. If the city fails to provide a renewal to the contract before June 30, 2024 the contract will proceed month to month with no adjustments in compensation.



- 26. At the expiration or termination of this lease, the Lessee agrees it will give peaceful possession of the leased premises in as good condition as they now are, ordinary wear and tear excepted.
- 27. Lessee will provide a report monthly to the Airport Board and the City Administrator on the activities of the airport.
- 28. This agreement shall extend to and be binding upon the heirs, executors, administrators, trustee, successors, receivers and assigns of the parties hereto.

Dated at Oelwein, Iowa, this	day of	, 2024.
CITY OF OELWEIN, IOWA		TEGELER AVIATION, LLC
By:		By:

NOTE: The intent of this Contract is to be an Agreement between a Lessor and Lessee. It is not to be interpreted as an employer, employee relationship and shall not be construed by anyone as such.



#### Oelwein Municipal Airport FBO Lease Exhibit A

- FBO is granted the authority to implement and administer protocol for granting competent and qualified Guests Pilots and Fly-in Guest permission to use Oelwein Airport courtesy car. Exercise of this authority shall be consistent with instructions herein.
- The Courtesy Car shall be titled to "Courtesy Car" and shall be identified on the front driver and passenger side doors of the vehicle as the "Courtesy Car".
- The Courtesy Car shall be under control of FBO or designee(s).
- FBO to maintain the courtesy car as safe and mechanically fit for use and shall maintain interior and exterior in reasonably clean condition. Any major issues will be corrected by the city.
- Courtesy car to be made available for convenience of licensed Guest Pilots and Fly-in Guests patronizing the Oelwein Municipal Airport and shall not be used by any other persons for any other purpose.
- Courtesy car and ignition key to be secured by FBO at all times the vehicle is not in use by licensed Guest Pilot and Fly-in Guests.
- Vehicle keys to be issued to Guest Pilot and Fly-in Guest. FBO shall make contact with Guest Pilot and courtesy car operator.
- FBO may grant permission to licensed Guest Pilots and Fly-in Guests to use courtesy car, conditioned on:
  - o FBO's personal contact with operator
  - FBO shall confirm operator has a valid drivers license and liability insurance
  - FBO has no reason to believe Guest Pilot or operator will exceed authorized use of vehicle
  - FBO obtains assurances that vehicle will be used for personal convenience of Guest Pilot and Fly-in Guests and not for commercial purpose
- FBO shall confirm Courtesy Car Operator meets minimum age requirements to operate a motor vehicle in Iowa.
- FBO shall provide Courtesy Car Operator with the terms and conditions of the courtesy car program and shall secure and retain a properly executed acknowledgment by each Guest Pilot who accepts use of the courtesy car.
- FBO shall exercise reasonable care to confirm operator shall have a valid drivers license in his/her possession at all times while operating the courtesy car.
- FBO shall deny use of the courtesy car to any person who has previously exceeded authorized use of courtesy car
- FBO shall support and enforce provisions of this and/or subsequent courtesy car program protocol.
- FBO shall report to the Oelwein City Administrator or their designee, all incidents involving the operation of the vehicle that could result in a violation, citation, charge, arrest warrant or civil action, not later than the close of the next business day.
- FBO to maintain records of all drivers authorized to operate the courtesy car: Name and Airplane Identification



# Oelwein Municipal Airport Courtesy Car Driver Guidelines

Guest Pilot/ Vehicle Operator by accepting use of Oelwein Municipal Airport courtesy car, accepts and agrees to the following terms and conditions:

- Assume personal responsibility that the automobile is in proper operating condition, clear of snow and ice (in winter months) and that visibility is unrestricted.
- Agrees to obey the laws, federal, state and local, drive with diligence and abide by the provisions
  of the courtesy car program at all times.
- Turn off ignition, remove key and lock vehicle when unattended.
- Operating courtesy car off roadway is not permitted.
- Smoking in the courtesy car is not permitted.
- Alcoholic beverages are not permitted in the courtesy car.
- Driver shall not use cell phone or any type of earphone equipment while driving the courtesy
  car.
- Driver assumes all responsibility for all fines resulting from traffic or parking violations arising out of the use of the courtesy car while the courtesy car is entrusted to Driver.
- Assure no other person will be permitted to operate the courtesy car entrusted to Guest Pilot's control.
- The number of passengers may not exceed the number of seat belts. All occupants of the courtesy car are required to wear seat belts at all times.
- Assure all passengers will adhere to all safety rules at all times.
- Accident reporting is required.
  - o Call 911 if there are injuries.
  - o If no injuries, call the local law enforcement.
  - Obtain and document all information for the accident investigation form provided.
  - Provide the other party with insurance information contained in the vehicle, as well as your name, address and phone number.
- Drive with diligence at all times, comply with state of lowa and local laws and regulations.
- If Driver concludes that the courtesy car or conditions are unsafe, the final decision rests with the driver.
- Acknowledge that privilege to operate courtesy car shall be revoked immediately upon failure to comply with terms and conditions of courtesy car program or satisfaction of records.
- By signing below, Guest Pilot or Courtesy Car Operator affirms possession of a valid driver's license and liability insurance; acknowledges receipt of these Guidelines; and agrees to comply with all terms and conditions of the above Guidelines.

RESOLUTION APPROVING AN IOWA TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM APPLICATION	
WHEREAS, the City of Oelwein is working toward the expansion and completion of their trail and	plan;

RESOLUTION NO. \_\_\_\_\_-2024

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

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

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

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

Passed and approved this 10<sup>th</sup> day of June, 2024.

-	Brett DeVore, Mayor			
Attest:	It was moved by Resolution as read be a			
	AYES	NAYS	ABSENT	ABSTAIN
	Ricchio			
	Weber			
Dylan Mulfinger, City Administrator	Lenz			
Dylan Mullinger, City Administrator	Garrigus			
D 1 11 44 2024	Seeders			
Recorded June 11, 2024.	Payne			



Date: 6/05/24

To: Honorable Mayor & City Council

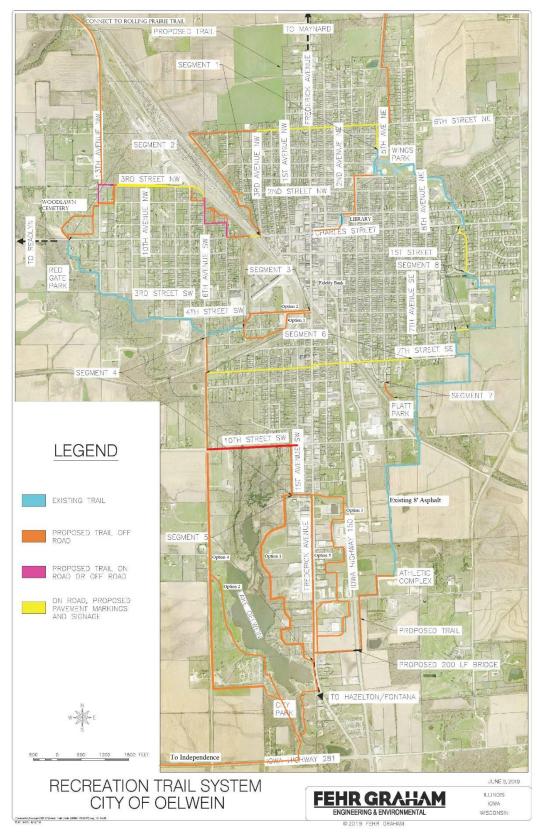
From: Park Superintendent

CC: City Administrator Dylan Mulfinger

Staff requesting permission to pursue the currently unexpected (TAP) transportation alternative program money that is currently available in the amount of \$171,000. This federal funding is available in the federal fiscal years (FY) 2025-2028. This funding became available due to a previously awarded project in Clayton County being cancelled. This trail segment would be ten foot wide concrete due to federal requirements and would start on 6<sup>th</sup> Ave SW and continue 2,233' to South Frederick Ave as a part of the 10<sup>th</sup> Street bridge project. Engineer estimates are \$436,000 for construction and \$118,000 in engineering fees.

JOSHUA JOHNSON MA
OELWEIN PARK SUPERINTENDENT







#### **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, two 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:	725 2nd Ave 52
Applicant Name:	
Owner Name:	DOUS BUTHER
Mailing Address:	101 county line pour
City, State, Zip:	Octvein JA 50662
Phone:	319-283-2345
E-mail Address:	dous & brian heavy equir nent. con
Legal Description:	
Application date:	4/22/24

Is the property cleaned out? If not, why?

(Attach additional page if necessary)

405

Why do you need the financial assistance on the tear down?

(Attach additional page if necessary)

bycause it qualifies

What is the future of this property?

Parkins

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

Year awarded

no

Project (address of property)

Amount awarded

List last date the structure was continuously occupied

List the last time this structure was served by utilities

Unkrown

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:

5/2/2024

Application reviewed by:

David Kral

Comments:

dilapidated building, vacant for multiple years, large property zoned industrial, has phone tower in back of plot



# VACANT BUILDING INITIAL INSPECTION STATUS: FAIL 725 2ND Ave. SE (Primary) Date of Second Inspection: 04/30/2024 9:00AM

February 27, 2024

Premier Heavy Equipment, LLC c/o Bryan Heavy Equipment 101 County Line Rd E. Oelwein, IA 50662

The City of Oelwein has enacted various codes that address housing standards and property maintenance throughout the city. Proper maintenance of properties ensures the availability of quality housing, protects property values and contributes to an improved quality of life for residents of Oelwein. Property owners are therefore required to comply with minimum maintenance standards found in City Code Chapter 12, Article IX, <u>Vacant Building Permit and Inspection</u>.

Vacant properties are required to be registered with the City of Oelwein. Residential properties are \$25, commercial properties are \$50 and industrial properties are \$100 annually. Proof of liability insurance is required for issuance of vacant permit. You must apply for your vacant property permit within 30 days from the date of this notice. Properties not applied for within this time will accrue a \$10/day additional fine up to \$300.\*\*

The easiest way to register is to go to: <a href="https://www.cityofoelwein.org/community-development/page/rental-vacant-building-program">https://www.cityofoelwein.org/community-development/page/rental-vacant-building-program</a> and follow the bright red "Vacant Property Registration" link by scrolling to the middle of the page.

In accordance with code, on 02/16/2024, the structure at 725 2ND Ave. SE (Primary) was inspected and failed. The code violations must be corrected by 04/30/2024. If, at the time of the next inspection, the required corrections are not made then a reinspection and a \$250 fee will be required. Failed inspections at the third and subsequent inspections will result in \$350 fees each time it fails, and a follow up inspection being scheduled.

If additional time is needed to address the violation(s), please submit a written request to the Building Official/Zoning Administrator a minimum of (2) days before the next inspection for a maximum of 15 days extension. If an appeal is being filed then the completed appeal form and \$100 fee must be submitted to the Community Development Department within twenty (20) days of the date of this notice. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

If no progress is made by the time of the reinspection, the case will be referred to the city attorney and a municipal infraction up to \$750 will be issued, as well as costs assessed by the court.

\*\*Permit Fee Exemption:

A. The property owner may qualify for an exemption from fees if the property is scheduled to be rehabilitated, in the process or scheduled for demolition, or if the property is actively being marketed.

i. Actively being marketed—Being listed with a real estate agent, the property has a for sale sign visible from the adjacent road, the property is advertised online or in the local paper.

ii. Applicants must provide written evidence that qualifies them for an exemption.

B. Fee may be waived if a building permit is pulled on the location and progress is being made on the property for substantial improvement or code compliance.

C. The following owners will be exempt from fees: Fannie Mae/Freddie Mac and United States Department of Agriculture (USDA).

Sincerely,
City of Oelwein
Community Development Department

# Violations are listed on the following page

City of Oelwein Community Development Department 20 2nd Ave SW Oelwein, Iowa 50662

#### 319-283-5862

#### Exterior:

- 1. Grading & Drainage -
  - Section 25-32/Exterior Property Areas
  - -Gutters have failed on the front of the home and are no longer moving water away from the foundation
- 2. Foundation Walls -
  - Section 25-36/Component Serviceability
  - -Foundation walls show signs of partial structural failure and should be checked
- 3. Roofing or Roofing Components -
  - Section 25-34/Exterior Structure
  - -Roofing is deteriorating and should be replaced before the home is damaged by water

REMINDER: For any work requiring a permit, you can apply for one online on our website at: <a href="http://www.cityofoelwein.org/departments/community-development-department.html">http://www.cityofoelwein.org/departments/community-development-department.html</a>

Lonnie & Jennifer Brewer

1251 Fontana Blvd Hazleton, IA 50641

# **Estimate**

Date	Estimate #	
5/1/2024	566	

Name / Address

Premier Heavy Equip 101 County line Rd Oelwein IA 50662

Project

Description	Oty	Cost	Total
ear down and remove house only Ill materials hauled to landfill Itilities done to city spees excavated hole filled and capped with 4 inches black dirt any trees removed will be extra. Price to be determined	1	8,700.00 0.00	8,700.00
	No.		
All work is complete!		Total	

**Customer Signature** 

## Bryan Construction Inc

1302 Outer Rd Oelwein, IA. 50662



DATE	ESTIMATE NO.		
4/29/2024	2419		

NAME / ADDRESS

Premier Heavy Equipment C/O Bryan Heavy Equipment 101 County Line Rd E Oelwein, IA 50662

PROJECT

<u></u>			
DESCRIPTION	QTY	COST	TOTAL
Demolition House 725 2nd Ave. SE Oelwein, IA  1. Cap Utilities As Required By City 2. Provide City Of Oelwein Demolition Permit 3. Remove Trees As Needed 4. Demolish And Remove House Only 5. Transport / Disposal Of House ,Contents, And Debris At Black Hawk County Landfill 6. Remove Foundations And Provide Clean Fill To Minimum 4' Depth 7. Provide 4" Top Soil And Finish Grade 9. All Work To Be In Compliance With Governing Regulations 10. Tire Removal Fee Is \$30.00 Each ( Not Included )		8,200.00	8,200.00
Proposal Valid For 30 Days		TOTAL	\$8,200.00

#### Kaylonna McKee

**From:** Dylan Mulfinger

**Sent:** Tuesday, May 28, 2024 8:02 AM

To: David Kral
Cc: Kaylonna McKee
Subject: Re: letter to city

We will submit to council in June.

#### **Dylan Mulfinger**

City Administrator City of Oelwein 20 2<sup>nd</sup> Ave SW Oelwein, Iowa 50662 City Hall- 319-283-5440 Cell- 319-238-0039



From: David Kral < Building Official@cityofoelwein.org>

Sent: Tuesday, May 28, 2024 7:56 AM

To: Dylan Mulfinger <dmulfinger@cityofoelwein.org>

Subject: FW: letter to city

Your thoughts?

From: Christine Rema <christine@bryanheavyequipment.com>

Sent: Friday, May 24, 2024 4:23 PM

To: David Kral < Building Official@cityofoelwein.org>

**Subject:** RE: letter to city

The cell tower is part of Abco and the manufacturing part of the property. The demolition assistance is for the house that has not had utilities in over 15 years and does not generate any revenue and is not a rental house and has not had any occupancy in over 20 plus years. The house qualifies for the assistance like other houses have and the house generates no money and has been vacant which makes it qualified.

THANKS!

**CHRISTI** 

From: David Kral < Building Official@cityofoelwein.org >

**Sent:** Friday, May 24, 2024 11:49 AM

To: Christine Rema <christine@bryanheavyequipment.com>

Subject: RE: letter to city

#### Christi,

1. We did not hear from Mr. Bryan so it is not on the agenda.

- 2. The problem is that he wrote "because it qualifies" under the "Why do you need financial assistance on the tear down" section and did not provide any other details
- 3. The City Council is concerned the property has received revenue from the antenna that is also on the property

Can you provide feedback on item 2 and 3 please?

Thanks,

#### **David Kral**

Building Official/Zoning Admin. City of Oelwein 20 2<sup>nd</sup> Ave SW Oelwein, Iowa 50662 319-283-5862



From: Christine Rema <christine@bryanheavyequipment.com>

**Sent:** Friday, May 24, 2024 11:28 AM

To: David Kral < Building Official@cityofoelwein.org >

Subject: letter to city

This response below is to the letter we received in the mail about the demolition.

THANKS!

**CHRISTI** 

We will not be able to attend the council meeting. The house has been vacant for over 15 years and never produced revenue. There has not been water usage in over 15 years if there is a problem with something with the application explain what it is so we can get it corrected.

Thanks

Doug Bryan-President Bryan Auction Co. Bryan Heavy Equipment Inc.



Policy: Demolition Assistance

Adopted by Resolution: 5296-2021

Date: September 13, 2021

The City of Oelwein wants to improve the community by removing homes that no longer provide a safe and habitable living condition for community members. To help achieve this goal, the city will provide demolition assistance to property owners in Oelwein. Demolition assistance is paid to the property owner who successfully demolishes a home and either adds to their current property or builds on the demolished property.

#### Rules of the program

- The city will fund 50 percent of the demolition with a maximum award of \$5,000 as a reimbursement
- Applicants who have received income from the property are not eligible
- Strong consideration is given to applicants who acquire an adjacent property and want to add to their existing property

#### The process for the award is as follows:

- The applicant must provide two demolition bids for the property
- The applicant must apply to the city via the demolition assistance application
- All homes that are applying for assistance must be inspected by the city
- Applications and completed inspections are sent to the Planning, Finance, Enterprise, and Economic Development Committee for recommendation to council
  - This committee meets as needed and as time allows
- The Committee can recommend funding, recommend denying funding, or provide a recommendation with conditions
- Once the council approves funds, the applicant then proceeds to work with their contractor on the demolition of the property
- Contractors must pull a permit for a demolition in the City of Oelwein
- Once the demolition is completed and passes the demolition inspection, the property owner submits landfill tickets and copies of paid invoices to the city
- A reimbursement check is cut to the property owner once all building permits are clear and all paperwork has been provided to the city

While the city strives to follow the above guidelines, exceptions can be made in dire circumstances. This program helps the city avoid demolishing a home and bearing all of the cost.



Policy: Oelwein Property Forfeiture Policy

Adopted by Resolution: 5297-2021

Date: September 13, 2021

The City is willing to work with property owners when the situation is advantageous to the city and community members. Anyone who owns a property, residential or commercial, that they can no longer manage may submit a request to sign the property over to the city. The process below outlines how a property owner can quitclaim deed their property over to the city:

- The property owner works with Community Development on an inspection of the property
- Community Development inspects the property and produces a report
- The property owner writes a letter to the city making a request for the property to be quitclaim deeded to the city
- The report and letter from the owner is presented to the Planning, Finance, Enterprise and Economic Development Committee with a recommendation from the City Administrator
- The Committee will make a recommendation to council
- Council will vote the same night through a motion to accept or deny the property transfer
- At the following meeting, the council will accept the property through a resolution
  - City council must accept all property through a resolution

Conditions do apply when requesting to surrender a property to the city through a quitclaim deed:

- The property owner must provide to the city evidence of a significant hardship to be eligible to quitclaim deed the property
- The property must be current on all taxes and utility bills
- The property must be clean inside and out
- All immediate nuisances on the property should be cleaned or eradicated before presenting to council

While the city strives to follow the above guidelines, exceptions can be made in dire circumstances. The city accepts dilapidated properties because going through the court system would prove costly for the city. While the city can assess demolitions or clean-ups to the taxes, these circumstances have not paid off for the city. The most cost-effective option for the city is to take a property and demolish it rather than going after an individual who does not and will not have the resources to demolish a property. All enforcement roads lead to demolition for the city. With the city taking possession of the property, the city avoids court costs and attorney fees.

# **Forfeiting Properties to City**

The City is willing to work with property owners when the situation is advantageous to the city and community members. Anyone who owns a property, residential or commercial, that they can no longer manage may submit a request to sign the property over to the city.



Property Address			Property Parcel Number			
	2 64 AVES	SE	1992 GAV	k Sir Enst		
Experience of the second secon	Owners' Name(s)					
GR	Porg of Doy &					
101 Owner's o	r Owners' Email Address	AVE APT31	3A 235 23 Owner's or Owners' Phone	287.1314		
Are you be	ing represented by a	real estate agent or law	yyer? Yes V No			
Owner's o	r Owners' Representa	ntive Name and Contact	Information			
	If you do not have a Representative: I/we understand that I/we are entering into a legal contract and					
Initials	choose to represer	nt my/ourselves, with all	the due diligence required being	g done on my/our part.		
Please desc	cribe why you are req	uesting to forfeit this p	roperty to the City.			
C	number of	Doule				
GREGOY J Doyle Printed Name			Printed Name			
My	m A Deste	MAYIS				
Signature		Date '	Buyer Signature	Date		
Legal Relationship to Each Other if more than 1 party:						
-			<b>(4)</b>	<u></u>		





















































# Offer to Purchase City Properties

To purchase City-owned real estate, completely fill out this form. The timeline is usually about 45 days. Your offer will be sent to the Planning, Finance, Enterprise & Economic Development committee who will review the application and forward it to City Council for approval. At the appropriate time, we will schedule a date and time for buyer(s) to sign and provide a payment of the offered/accepted bid, plus \$20 for the recording fee.



Property Address	Property Parcel Number	14
637 5th AveSW	1828104012	
Buyer's or Buyers' Name Clayton M Davis	grace B lillibridge	
Buyer's or Buyers' Address, C		
623 5th Ave	SW	
Buyer's or Buyers' Email Addition 12 CRC 365	cutlock coll	2
Are you being represented by	y a real estate agent or lawyer? Yes No	

**Buyer Representative Name and Contact Information** 

Please describe your intentions for the property with a timeline and include your offer (Minimum \$1,020 per lot). would like to combined with current lot. after of 1,050

Buyer Printed Name (As will appear on deed)

Buyer Printed Name (As will appear on deed)

Clayton M Davis & Grace B lillibridge

Buyer Signature Signature Date 05/10/24 Buyer Signature May Sullibridge

Buyers' Legal Relationship to Each Other engaged





Overview



Legend

Corporate Limits

**Parcels** 

Major Highways

County Highway

Federal Highway

State Highway

Roads

Parcel ID 1828104012 Sec/Twp/Rng 28-91-9 Property Address 637 5TH AVE. SW **OELWEIN** 

Alternate ID n/a Class R Acreage n/a Owner Address Oelwein, City Of City Hall 20 2nd Ave. SW Oelwein, IA 50662-

District **OELWEIN OELWEIN INC** 

LOT 6 BLK 1 **Brief Tax Description IRVINES 2ND ADD** 

(Note: Not to be used on legal documents)

Disclaimer: Fayette County, the Fayette County, the Fayette County Assessor and their employees make every effort to produce and publish the most current and accurate information possible. The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. See the recorded documents for more detailed legal information. Data is provided in ""as is"" condition. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Fayette County and its employees assume no responsibility for the consequences of inappropriate uses or interpretations of the data. Any person that relies on any information obtained from this site does so at his or her own risk. All critical information should be independently verified. If you have questions about this site please contact the Assessor's Office at (563) 422-3397.

Date created: 6/4/2024 Last Data Uploaded: 6/4/2024 3:39:04 AM



### Item 11.

## Offer to Purchase City Properties

To purchase City-owned real estate, completely fill out this form. The timeline is usually about 45 days. Your offer will be sent to the Planning, Finance, Enterprise & Economic Development committee who will review the application and forward it to City Council for approval. At the appropriate time, we will schedule a date and time for buyer(s) to sign and provide a payment of the offered/accepted bid, plus \$20 for the recording fee.



516 4th St SW

1821354004 & 1821354012

**Property Address** 

**Property Parcel Number** 

Sterling E Silver

**Buyer's or Buyers' Name** 

Winter, 8338 E Emelita Ave Mesa AZ 85208 124 Goldfinch CT; Independence, Iowa 50644

Buyer's or Buyers' Address, City, State, ZIP

hihosilver1005@yahoo.com

3192830336

**Buyer's or Buyers' Email Address** 

**Buyer's or Buyers' Phone** 

Are you being represented by a real estate agent or lawyer?

Yes



**Buyer Representative Name and Contact Information** 

SES

If you do not have a Buyer Representative: I/we understand that I/we are entering into a legal contract and choose to represent my/ourselves, with all the due diligence required being done on my/our part.

**Initials** 

Plan on building a design home . 1100 square ft, Will build for sure next year, Doubt If all would be readv this year, I leave for winter in October. I see the minmum but would like to bid 1200.00 on both lots as the back lot has no access.

Please describe your intentions for the property with a timeline and include your offer (Minimum \$1,020 per lot).

Sterling Edd Silver and or

Buyer Printed Name (As will appear on deed)

**Buyer Signature** 

Date

Janice Marie Schroeder-Silver

Buyer Printed Name (As will appear on deed)

er Signature

Buyers' Legal Relationship to Each Other married

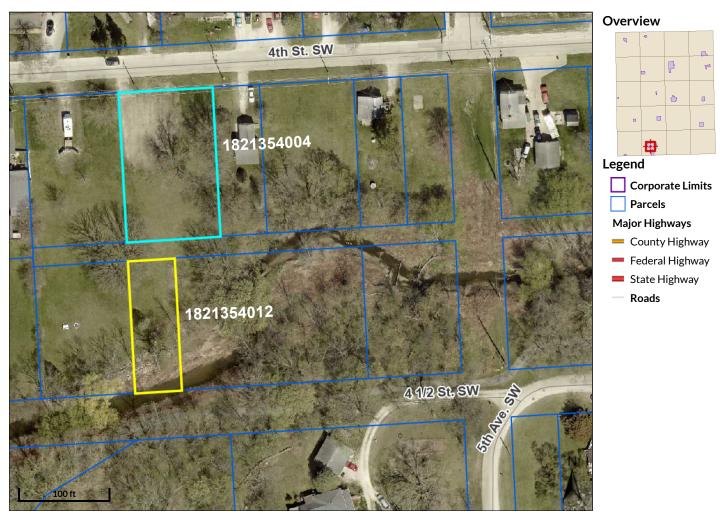
Phone: (319) 283-5862 Fax: (319) 283-4032

20 2nd Ave. S.W. Oelwein, Iowa 50662 buildingadmin@CityofOelwein.org www.CityofOelwein.org

100



### 516 4th St SW



Parcel ID 1821354004 Alternate ID n/a Owner Address Oelwein, City Of Sec/Twp/Rng 21-91-9 Class R City Hall 20 2nd Ave. SW Property Address 516 4TH ST. SW Acreage n/a Oelwein, IA 50662-**OELWEIN** 

**OELWEIN OELWEIN INC** District **Brief Tax Description** LOTS 6 & 7 BLK 4

MILES ADD

(Note: Not to be used on legal documents)

Disclaimer: Fayette County, the Fayette County, the Fayette County Assessor and their employees make every effort to produce and publish the most current and accurate information possible. The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. See the recorded documents for more detailed legal information. Data is provided in ""as is"" condition. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Fayette County and its employees assume no responsibility for the consequences of inappropriate uses or interpretations of the data. Any person that relies on any information obtained from this site does so at his or her own risk. All critical information should be independently verified. If you have questions about this site please contact the Assessor's Office at (563) 422-3397.

Date created: 7/20/2023

Last Data Uploaded: 7/20/2023 3:29:33 AM



Item 11.

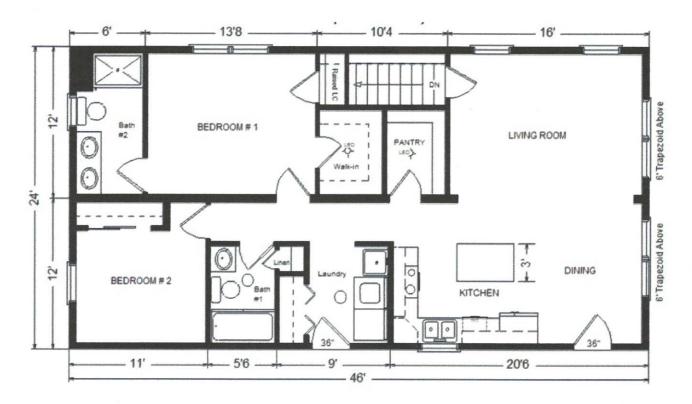


also Would Build A 24 x 30 UN Attach + 2 9 may P

From: Sterling Silver we hihosilver1005@yahoo.com

Date: May 30, 2024 at 8:53:19 AM

To: Sterling Silver Sr. hihosilver1005@yahoo.com



Sent from my iPhone



Front Porch Added to home



To: Mayor and City Council From: Dylan Mulfinger

Subject: City Administrator Agenda Memo

Date: 6/10/2024

### **Ordinances**

1. Consideration of an ordinance amending Appendix A – Zoning Ordinance, Section 206 -C-1 Commercial-Central Business District. - Second Reading.

 This change will help attract a new small animal vet to a commercial space in town. Large animals would cause an issue within commercial, but a small animal vet clinic should not cause issues. The City Administrator recommends approving the second reading.

### Resolutions

- Consideration of a resolution setting a public hearing pursuant to Iowa Code § 354.23 (2021) to
  consider submission of a CDBG Community Facilities application to the Iowa Economic
  Development Authority for the RISE Ltd. Oelwein Day Habilitation Center Improvements Project
  on behalf of RISE Ltd. shall be held on the 24th day of June 2024, at 6:00 P.M. in the Oelwein
  Public Library at 201 East Charles Street, Oelwein, IA 50662.
  - This is another public hearing for this project as a minor delay required the project to restart the process. The City Administrator recommends approving the resolution.
- 3. Consideration of a resolution authorizing and approving a Loan Agreement, providing for the issuance of \$1,450,000 General Obligation Bridge Improvement Bonds, Series 2024, and providing for the levy of taxes to pay the same.
  - 1. This finalizes the loan terms for the 10<sup>th</sup> St. bridge loan. The City Administrator recommends approving the resolution.
- 4. Consideration of a resolution approving a a Fixed Based Operator Contract with George Tegler at the Oelwein Municipal Airport, OLZ.
  - 1. This new contract represents a three percent increase for the FBO. The City has a professional relationship with George and the airport board does enjoy having an FBO. The City Administrator recommends approving the resolution.
- 5. Consideration of a resolution approving an Iowa Transportation Alternatives Set-Aside Program Application.
  - Money has come back from a turned down project and the city has another chance to get funding for a trail. The City Administrator recommends approving the resolution.



### **Motions**

- 6. Consideration of a motion approving the recommendation of the Planning, Finance, Enterprise, and Economic Development on the demolition assistance application on 725 2nd Avenue SE.
  - 1. The City Administrator recommends approval as the tower was part of the business and not the house.
- 7. Consideration of a motion approving the recommendation of the Planning, Finance, Enterprise, and Economic Development on the house forfeiture application on 132 6th Avenue SE.
  - This house will become the city's issue no matter what path is taken. This
    path is the least expensive for the city. The City Administrator
    recommends approval of the motion.
- 8. Consideration of a motion approving the recommendation of the Planning, Finance, Enterprise, and Economic Development on the lot sale of 637 5th Avenue SW.
  - 1. This sale will add onto a well-maintained property in the southwest. The City Administrator recommends approval of the motion.
- 9. Consideration of a motion approving the recommendation from the Planning, Finance, Enterprise, and Economic Development on the lot sale of 516 4th Street SW.
  - This is déjà vu for the city council because we already sold this lot, to the same person. Mr. Silver is now back and ready to build this time, although he will not start until 2025. The City Administrator recommends approval of the motion.

	MAY 2024		EIN TREASURER'S F	REPORT		Date Printed	6/3/2024
	Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALA
001	General	930,861.58	280,749.30	232,864.49	(916.67)	977,829.72	Item A
051	County Emergency Manage	11,863.69	2,951.95	-	- "	14,815.64	
110	Road Use Tax	675,365.24	67,417.44	29,290.29	Α	713,492.39	
112	Trust and Agency	517,557.37	121,650.48	70,610.73	-	568,597.12	
113	Flex Spending	2,192.87	1,408.12	2,164.26	-	1,436.73	1,436.73
119	Emergency	37,045.96	5,411.74	-	-	42,457.70	
120	Sidewalks Repaired/Replaced	-	-	-	-	-	
121	Sales Tax	672,068.97	64,681.72	-	- "	736,750.69	
122	Hotel/Motel Tax	63,565.57	10,422.99	8,000.00	-	65,988.56	
123	Gas-Electric Franchise Fee	545,252.09	206,091.76	76,960.49	(19,937.00)	654,446.36	
124	Library Bequest	380,344.14	1,570.78		-	381,914.92	
126	Downtown TIF	162,186.70	13,313.50	-	-	175,500.20	
127	Industrial Park TIF	17,987.86	23,908.02		-	41,895.88	
128	Ind Park SubFund TIF East Penn	987,136.64	2,485.78			989,622.42	
132	DARE	(44.98)	-	(44.98)			
136	Trees Forever	13,130.51	-	860.74		12,269.77	
146	Oelwein Housing Revolving Loan Fund	104,854.96	746.71	100		105,601.67	
160	Econ Dev (\$12,500 Wellness Res)	615,751.61	1,975.29	44,031.68		573,695.22	
161	IRP Revolving Loan	281,090.70	18,286.82	1,200.87	- "	298,176.65	299,377.52
162	Downtown Business Grants	116,766.71	323.72	30,000.00	=	87,090.43	
167	Oelwein Volunteer Fire Dept	24,358.99	11,500.00	18,772.58	916.67	18,003.08	
177	Forfeit Assets	3,121.36		98.00		3,023.36	
200	Debt Service	795,577.99	58,091.11	1,259,132.48	19,937.00	(385,526.38)	
201	Water Bondsinking	348,472.34	858.35	_	29,090.00	378,420.69	
202	Sewer Bondsinking	670,035.30	1,649.31	2	57,590.00	729,274.61	
205	Special Assessments	47,080.93	5,287.56		+	52,368.49	
282	CDBG Housing Rehab	_	_	-	2	-	
287	2020 GO Bond	8,302.67	-	-	-	8,302.67	
301	HMGP 4483 GRANT	30,500.00	_	-	-	30,500.00	
302	Oelwein Housing Teardown	(93,123.05)	36,700.00	-	· ·	(56,423.05)	
305	Airport Grant	(80,536.97)	-	1,969.06	-	(82,506.03)	
307	Tri Park Trail Extensions	1,044,601.23	2,630.56	-	-	1,047,231.79	
310	Plaza Park Expansion (OCAD Project)	(299,043.91)		_	-	(299,043.91)	
314	Dry Run Creek Flooding	(73,105.84)	-	-		(73,105.84)	
360	Cares Act NE Sewer Replacement	(43,944.18)	-	86,821.05	-	(130,765.23)	
385	Water Main Rpl 1 Av NE 5 & 12 Av SE	(5,779.11)	-	_	-	(5,779.11)	
387	'23 HMA Paving Imp 1st 12th SF Evnt	383,760.19	969.66	59.84	-	384,670.01	
388	2024 GO Bond Const 10th St Bridge	(20,817.22)	29,000.00	_	-	8,182.78	
393	2022 GO Bond Construction City Hall	312,971.95	793.74	37,258.33	-	276,507.36	
397	Railroad Grant-Viaduct	18,926.31	47.66	-	-	18,973.97	
501	Cemetery Perp Care	296,830.64	360.34		-	297,190.98	4,190.98
600	Water (2016D Reserve \$67,000)	962,183.58	131,527.19	66,021.68	(29,090.00)	998,599.09	
601	Water Infrastructure Fee	11,434.35	24.73		-	11,459.08	
620	Customer Water Deposits	138,992.33	2,250.00	3,648.73	_	137,593.60	
640	Fuel	5,582.29	3,310.05	-,	1-	8,892.34	
670	Landfill	222,071.64	52,048.83	30,748.96	-	243,371.51	
671	Recycling	66,775.59	6,471.04	74.00	_	73,172.63	
672	ROW Trees Utility Fee	32,721.93	8,421.54	536.22	1-	40,607.25	
680	Wellness Center	3,174.11	13,300.60	18,979.66	-	(2,504.95)	
700	Sewer/Waste Treatment	1,356,219.98	157,247.78	115,584.84	(57,590.00)	1,340,292.92	
701	Sewer Infrastructure Fee	23.51	2.47	-	-	25.98	
101							
706	Reed Bed Exp - EQ Liner	(220,216.54)	1,118.75	213,045.48	-	(432,143.27)	

Fidelity 999-1003 and Community 999-1004 Money Market Accounts CD'S Fidelity 999-1113, Community 999-1114 Cemetery 501-1001

Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002

Unapplied Accounts Receivable

Balance Checking Account 999-1000

Payroll Liabilities

2,842,727.06 6,593,000.00

303,804.36

-

1,340,917.07

11,080,448.49

11,080,448.49

Signature

Date: 6/3/24

5/1/2024	5/31/2024		4/30/2024
revenue expense	transfer in	transfer out	
0014 001		00169	There is a second of the secon
0514 051		05169	
1104 110		11069	
1124 112		11269	
	6	11369	April 1
	6	11969	
1204 120		12069	
1214 121		12169	in the first of the state of the
1224 122	612249	12269	
1234 123	6 12349	12369	· · · · · · · · · · · · · · · · · · ·
1244 124	6 12449	12469	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
1264 126	6 12649	12669	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
1274 127	6 12749	12769	
1284 128	6 12849	12869	(0.00)
1324 132	6 13249	13269	
1364 136	6 13649	13669	
1464 146	6 14649	14669	
1604 160	6 16049	16069	
1614 161	6 16149	16169	
1624 162	6 16249	16269	
1674 167	6 16749	16769	(916.67)
1774 177	6 17749	17769	
2004 200	649	20069	(19,937.00)
2014 201	6 20149	20169	(29,090.00)
2024 202	6 20249	20269	(57,590.00)
2054 205	6 20549	20569	
2824 282	628249	28269	*
2874 287	649	28769	-
3014 301	6 30149	30169	
3024 302	649	30269	
3054 305	649	30569	_
3074	6 30749	30769	-
3104 310	6 31049	31069	
3144 314	6 31449	31469	
3604 360	649	36069	
3854 385	649	38569	
	638749		The second secon
	649	38869	
	649	39369	
3974 397		39769	0.00
	6 50149	50169	•
	649	60069	
	6 60149	60169	0.00
	662049	62069	
	6 64049	64069	
Street St	6 67049 6 67149	67069 67169	0.00
	6 67149 6 67249	67269	0.00
	6 68049	68069	
	649 6 70049	70069	
7014 701		70169	To the second tender
	6 70649	70669	
.55 700		.00 05	(107,533.67)
			·

1,340,917.07 9991000 Checking 9991111 Utility 0.00 0.00 9991112 Accounts Receivable 0.00 0012120 payroll liabilities 0.00 \_\_\_\_-2020 accounts payable 1,340,917.07 Ckg Bal to match Col I Line 62

001-1301

108

Revenue check - should equal transfers

Item A.



### City of Oelwein, IA

### **CLIENT LIAISON:**

Jim Holz, AICP

Phone: 563.584.2884 Cell: 563.590.6351 jholz@msa-ps.com

### DATE:

June 3, 2024



### FLOOD MITIGATION SCOPING - PROJECT #08884010

MSA finalized the flood mitigation report, sent April 30, in advance of the May council meeting. The report outlines the flooding concerns, a series of different mitigation options, a cost benefit and possible funding opportunities. MSA presented the study and its findings to City Council on May 13. MSA will be presenting the study again for the Rotary Club on June 10.

### COMMUNITY CHANGE GRANT – PROJECT #08884014

The City has signed an agreement with MSA to complete an application to fund redevelopment of the old railyard site.

MSA has reviewed requirements for the grant program and identified potential activities to propose in addition to the old railyard site redevelopment. MSA will reach out to the City Administrator with list of activities and discuss public engagement strategies this month.



## Oelwein Public Library

Volume 15 Issue 6 June 2024

### **Contact Us:**

201 East Charles Oelwein, IA 50662

319-283-1515

oelwein@oelwein.lib.ia.us www.oelwein.lib.ia.us



### **Library Hours:**

Monday-Tuesday: 9:00 am-8:00 pm

Wednesday-Thursday: 9:00 am-7:00 pm

Friday: 9:00 am-5:30 pm

Saturday: 9:00 am-3:00 pm





# The Library Noise



### June Calendar

ı			
	6/3	Hospice Program	3:00
	6/4	Elections 7 a.m	-8 p.m.
	6/5	Creature Feature at the Library	9:00
	6/5	SRP-Stuffed Animal Sleepover	10:00
	6/5	Scattergood Hostel Program	5:30
	6/6	SRP-Dr. Bechtel Animals Program	m 3:00
	6/10	Friends Meeting	1:30
	6/11	Library Board Meeting	5:15
	6/12	SRP-Law Enforcement Officers	10:00
	6/13	SRP-LEGOs	4:00
	6/19	SRP-Dance & Sing Along	10:00
	6/20	SRP-DIY Tote Bag Program	4:00
	6/24	Book Talk	10:00
	6/25	SRP-Backyard Conservation	6:00
	6/26	SRP-Bees & Butterflies	10:00
	6/27	SRP-lowa Honey Princess	6:00

Stay after Honey program for the Finale Party
\*SRP= Summer Reading Program Events\*

### **Did You Know...**

The library can now laminate items for the public.

Lamination Size: 8.5x11" (Standard Size) or smaller.

Lamination cost: 50 cents per lamination sheet

Disclaimer:

- Due to the heat process involved in lamination and the possibility of special coatings on the materials, the library assumes no liability as to its effect on the items being laminated.
- Patrons are advised that discoloration, bubbling, and such are a probability when laminating.
- The information that is to be processed may not represent treason or libel (as proven in court) or pornography.
- Copyright Statement: The library adheres to the copyright laws of the United States (Title 7 US Code) governing the making of copies of copyrighted materials.
- U.S. or State Documents cannot be laminated, this includes licenses, social security cards, birth certificates, passports, ect.
- The library has the right to dispose of items not picked up 7 days after notification.
- The library is not responsible for damage or loss of materials or the final condition of processed materials. No refunds will be issued.

### The 8th Annual Oelwein Public Library Art Show



Artwork entered will be on display June 3rd-14th. Judging will take place on Friday, June 7th. Winners will receive ribbons. Voting for People's Choice Award will be June 3rd-7th. The public is allowed one vote for their favorite piece. Deadline for picking up your artwork after the show is Friday, June 21st. Visit our website at www.oelwein.lib.ia.us for more information.

# Scattergood Hostel June 5th at 5:30 p.m.

**Guest Speaker: Michael Luick-Thrams** 

Scattergood school, in West Branch, IA, became a safe place for WWII refugees fleeing for their lives from Nazi Germany. Our speaker

will share the history of what was happening in the US during WWII and the story behind the Hostel which sheltered 185 European refugees from 1939 to 1943.



Care Initiatives Hospice Program Monday, June 3rd at 3:00 p.m.



Learn how they can help you navigate medical decisions. Want more information? Visit www.careinitiatives.org

# Donor's Corner

The following people made donations in memory of loved ones during the month of May:

In memory of Seth Garceau Jens & Joanne Nielsen In memory of Marion Rau Adam, Julie, Sylvia & Weston Costello



For more information on how you can create this lasting tribute to someone you have lost or would like to honor, please contact Deann Fox at 283-1515.







Creature Feature in the Library June 5, July 3, August 7 at 9:00 a.m.

Join Naturalist Michael from Fontana to learn about a creature that will live in the library for a month.

### Summer Reading Program Events

The Summer Reading Program is offered every year in June. Designed to encourage a love of reading. Earn tickets for the drawing for prizes, and have FUN! Open to all ages. Stop in to the library or visit our website at www.oelwein.lib.ia.us for more information and registration forms.

May 29th at 10a.m.-Rick Eugene Magic Show June 5th at 10 a.m.-Stuffed Animal Sleepover June 6th at 3 p.m.-Dr. Bechtel Animal Program June 12th at 10 a.m.-Read With Law Enforcement June 13th at 4 p.m.-LEGOs June 19th at 10 a.m.-Dance & Sing Along Party June 20th at 4 p.m.-DIY Tote Bags Program June 25th at 6 p.m.-Backyard Conservation June 26th at 10 a.m.-Bees & Butterflies June 27th at 6 p.m.-Meet the Iowa Honey Princess June 27th-Stay after Honey Program for the Finale Party. We'll have the prize drawing and fun! Must be present to win prizes.

# Help Grow A Reader

Stop in the library or visit our website at www.oelwein.lib.ia.us to learn how to sign up.





# Take & Make Kits

Make your own **Bee Bookmark** 





## **New Fiction**

Stuart Woods' Smolder-Brett Battles Mistakes We Never Made-Hannah Brown Think Twice-Harlan Coben Missing White Woman-Kellye Garrett Camino Ghosts-John Grisham Summer on Highland Beach-Sunny Hostin Southern Man-Greg Iles First Frost-Craig Johnson All Fours-Miranda July The 24th Hour-James Patterson With Each Tomorrow-Tracie Peterson Last House-Jessica Shattuck The Comfort of Ghosts-Jacqueline Winspear

### **New Non-Fiction**

The Secret Lives of Booksellers and Librarians-James Patterson Look Away-Jacob Kushner The Age of Grievance-Frank Bruni Love is a Burning Thing-Nina St. Pierre The Infernal Machine-Steven Johnson The End of Everything-Victor Davis Hanson Ageless Aging-Maddy Dychtwald

### **New Young Adult**

Playing For Keeps-Jennifer Dugan Rise of the Melody-Wendy Higgins Heartless Hunter-Kristen Ciccarelli The Reappearance of Rachel Price-Holly Jackson Every Time You Hear That Song-Jenna Vorris

# Ladybug

Bubbly Beautiful Kitty-Corn-Shannon Hale Walkies-Estrela Lourenco The Truth About the Couch-Kaz Windness Spinosaurus-Haley Williams Floof-Heidi McKinnon Hot to Catch a Mamasaurus-Alice Walstead

### New J

The Secret Library-Kekla Magoon Emma McKenna, Full Out-Kate Messner Friends Forever-Shannon Hale Hocus and Pocus and the Spell for Home-A. R. Capetta

## New DVD's

Imaginary, The Lion King 1 1/2, One Life

Children under the age of seven (7) must be accompanied by a responsible person at least fourteen (14) years old. It is the responsibility of parents/guardians/caregivers to supervise and monitor the behavior and safety of their children or persons in need of a caregiver at 111 times. The library is not responsible for children or persons in need of a caregiver left in the building.