



Agenda

City Council

20 Second Avenue SW, Oelwein

6:00 PM

February 10, 2020
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Warren Fisk

Council Members: Matt Weber, Renee Cantrell, Tom Stewart, Charles Gerdts, Rex Ericson

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

Consent Agenda

- [1.](#) Consideration of a motion approving the January 27, 2020 Council minutes
- [2.](#) Consideration of a motion approving a Class 'C' Liquor, Outdoor and Sunday Sales renewal for Clete and Connies

Public Hearing

- [3.](#) Public Hearing on City of Oelwein Fiscal Year 2021 Maximum Property Tax Dollars
- [4.](#) Public Hearing on Proposed Resolution of Necessity covering the Special Assessment for Outer Road and 6th Street NE HMA Improvements

Resolutions

- [5.](#) Consideration of a Resolution of Necessity Covering the Outer Road and 6th Street NE HMA Improvements Project
- [6.](#) Consideration of a Resolution to Approve the Fiscal Year 2021 Maximum Property Tax Dollars
- [7.](#) Consideration of a Resolution authorizing the issuance of \$2,385,000 General Obligation Corporate Purpose Bonds, Series 2020, and providing for the levy of taxes to pay the same

Motions

- [8.](#) Consideration of a motion authorizing repairs to traffic signals by K & W Electric, Inc. in an amount not to exceed \$45,500
- [9.](#) Consideration of a motion authorizing the Mayor to sign Limited Site Usage License Agreement with the City of Jesup, Iowa for Public Safety Communications

Committee Reports

- [10.](#) Report from Gerdts on January Library Work Session

Council Updates

Mayor's Report

- [A.](#) Consideration of the reappointment of Roger Boleyn and Carol Tousley to the City of Oelwein Planning and Zoning Commission
- [B.](#) Consideration of the appointment of Robin Eick to the Civil Service Commission

City Attorney's Report

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

City Administrator's Report

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

Adjournment

- [ii.](#) Additional Information
- [iii.](#) Additional Information
- [iv.](#) Additional Information

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



Minutes
 City Council Meeting
 20 Second Avenue SW, Oelwein
 January 27, 2020 - 6:00 PM

Pledge of Allegiance

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

Roll Call Present: Fisk, Stewart, Gerdts, Weber, Cantrell, Ericson
 Absent: None
 Also Present: Mulfinger, Rigdon, Dillon

Additions or Deletions

A motion was made by Ericson, seconded by Weber to adopt the Agenda as presented. All voted aye. Motion Carried

Citizens Public Comments

Paul Ganske, 116 Eastline Road pointed out if he is getting assessed on Outer Road, then residents of Q Avenue should also be assessed.

Ron Winter, 914 4th Avenue NE felt the enforcement of the snow removal on sidewalks was unfair. Fisk stated the city does not have the manpower to effectively enforce this ordinance regarding the time it takes to patrol every sidewalk in the city.

Proclamation The Great Kindness Challenge Proclamation

1. Mayor Devore read the "Great Kindness Challenge" proclamation. Seven children were present to receive the proclamation.

Consent Agenda

2. Consideration of a motion approving January 13, 2020 Council minutes
3. Claims Resolution in the amount of \$591,467.05
4. Consideration of a motion approving Pay Request No. 3 to JB Holland Construction in the amount of \$2,850.00 for work completed on Grading Connector Taxiway to Runway 13 End
5. Consideration of a motion approving payment to AECOM Engineers in the amount of \$3,711.50 for work completed on Grading Connector Taxiway to Runway 13 End
6. Consideration of a motion approving Pay Request No. 3 in the amount of \$222,590.51 to Heartland Asphalt, Inc. for work completed on Paving Connector Taxiway to Runway 13 End
7. Consideration of a motion approving payment to Aecom Engineers in the amount of \$19,764.29 for work completed on Paving Connector Taxiway to Runway 13 End

A motion was made by Fisk, seconded by Weber to adopt the Consent Agenda. All voted aye. (Ericson abstained from #2).

Motion Carried

Public Hearing

8. Public Hearing on Proposed Disposal by Sale of the City's Interest in 219 Lincoln Drive NE, 602 2nd Avenue NE, 17 1st Street NE, 19 1st Street NE, 17 2nd Avenue SE, 9 6th Street NE, 608 1st Avenue SE, 418 7th Avenue SE and 129 5th Avenue NE all in Oelwein, Fayette County, Iowa

Mayor DeVore opened the Public Hearing. No oral or written comments were made. Mayor DeVore closed the hearing.

Ordinances

9. Consideration of an Ordinance Amending Section 22-92, Parking in Residential Areas and Section 22-94, Prohibited Parking - Third and Final Reading

A motion was made by Fisk, seconded by Weber to adopt Ordinance No. 1178 Amending Section 22-92, Parking in Residential Areas and Section 22-94, Prohibited Parking on the third and final reading.

Ayes: Fisk, Stewart, Gerdts, Weber, Cantrell, Ericson
 Nays: None

10. Consideration of an Ordinance Amending Oelwein Code of Ordinances Chapter 3, Article IX and Chapter 21 Parks Violations - Third and Final Reading

A motion was made by Fisk, seconded by Gerdts to adopt Ordinance No. 1179 Amending Oelwein Code of Ordinances Chapter 3, Article IX and Chapter 21 Parks Violations on the third and final reading.

Ayes: Fisk, Stewart, Gerdts, Weber, Cantrell, Ericson

Nays: None

Motion Carried

Resolutions

11. Consideration of a Resolution Scheduling a Public Hearing on City of Oelwein Fiscal Year 2021 Maximum Property Tax Dollars for February 10, 2020 at 6:00 P.M.

A motion was made by Weber, seconded by Cantrell to adopt Resolution No. 5144-2020 Scheduling a Public Hearing on City of Oelwein Fiscal Year 2021 Maximum Property Tax Dollars for February 10, 2020 at 6:00 P.M.

Ayes: Fisk, Stewart, Gerdts, Weber, Cantrell, Ericson

Nays: None

Motion Carried

12. Consideration of a Resolution Awarding Sale of General Obligation Corporate Purpose Bonds, Series 2020

A motion was made by Fisk, seconded by Weber to adopt Resolution No. 5145-2020 Awarding Sale of General Obligation Corporate Purpose Bonds, Series to UMB Bank.

Ayes: Fisk, Stewart, Gerdts, Weber, Cantrell, Ericson

Nays: None

Motion Carried

Motions

13. Consideration of a motion authorizing signatures on Contract for Services with Upper Explorerland Regional Planning Commission re: Revolving Loan Fund

A motion was made by Ericson, seconded by Fisk authorizing signatures on Contract for Services with Upper Explorerland Regional Planning Commission. All voted aye.

Motion Carried

14. Consideration of a motion authorizing signatures on Agreement for Cleaning Services with Horan Cleaning

A motion was made by Weber, seconded by Fisk authorizing signatures on Agreement for Cleaning Services. All voted aye.

Motion Carried

Committee Reports

15. Stewart reported on the January Airport Board meeting. Currently there are two vacant hangars and the Board voted to change to bi-monthly meetings.
16. Gerdts reported on the January Library Board meeting. Discussed were the carpet selection, frozen sprinkler and Chocolate Fest.
17. Cantrell reported on the January Park and Recreation Commission meeting. A restroom was broken into and Dog Park benches are done.

Mayor's Report

- A. Consideration of a motion approving the reappointment of Bill Brownell and Ron Lenth to the Tree Board.

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

Motion Carried

Mayor DeVore was disappointed in Facebook users who called out a city employee for doing his job. If there is an issue community members should contact Administration or their council member. It is not appropriate to target city employees on social media. Employees are following what council has instructed so concerns should go to Administration or City Council.

City Administrator's Report

Council will meet at City Hall to tour newly acquired rental properties at 8:00 A.M. Saturday, February 22, 2020.

Adjournment

A motion was made by Weber, seconded by Fisk to adjourn at 6:35 P.M. All voted aye.

Motion Carried

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held January 27, 2020 and copy of said proceedings was furnished to the Register January 29, 2020.

Dylan Mulfinger, City Administrator

Applicant License Application (LC0020027)

ITEM #2.

Name of Applicant: Dempsey, Connie Jo

Name of Business (DBA): Clete And Connie's

Address of Premises: 12 1st Street Southwest

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

Business (319) 283-5455

Mailing 12 1st Street SW

City Oelwein **State** IA **Zip:** 50662

Contact Person

Name Connie

Phone: (319) 283-5455 **Email** rsweger@msn.com

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 03/14/2020

Expiration Date: 03/13/2021

Privileges:

- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

Status of Business

BusinessType: Sole Proprietorship

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

Ownership

Connie Dempsey

First Name: Connie **Last Name:** Dempsey

City: Hazleton **State:** Iowa **Zip:** 50641

Position: Owner

% of Ownership: 100.00% **U.S. Citizen:** Yes

Cletus Dempsey

First Name: Cletus **Last Name:** Dempsey

City: Hazleton **State:** Iowa **Zip:** 50641

Position: Spouse

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

Insurance Company Information

Insurance Company: Society Insurance

Insurance Company: Society Insurance

Policy Effective Date: 03/14/2020

Policy Expiration 03/14/2021

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

ITEM #2.

CITY NAME Oelwein	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY Fiscal Year July 1, 2020 - June 30, 2021	CITY CODE 33-316
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The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/10/2020	Meeting Time: 6:00 PM	Meeting Location: Oelwein City Hall
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At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

City Web Site (if available): www.cityofoelwein.org	City Telephone Number: 319-283-5440
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Iowa Department of Management	Current Year Certified Property Tax 2019/2020	Budget Year Effective Property Tax 2020/2021**	Budget Year Proposed Maximum Property Tax 2020/2021	Annual % CHG
Regular Taxable Valuation	1 140,825,764	160,811,504	160,811,504	
Tax Levies:				
Regular General	2 \$1,140,689	\$1,140,689	\$1,302,573	
Contract for Use of Bridge	3 \$0	\$0	\$0	
Opr & Maint Publicly Owned Transit	4 \$0	\$0	\$0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5 \$0	\$0	\$0	
Opr & Maint of City-Owned Civic Center	6 \$0	\$0	\$0	
Planning a Sanitary Disposal Project	7 \$0	\$0	\$0	
Liability, Property & Self-Insurance Costs	8 \$122,000	\$122,000	\$130,000	
Support of Local Emer. Mgmt. Commission	9 \$21,042	\$21,042	\$21,042	
Emergency	10 \$38,023	\$38,023	\$43,419	
Police & Fire Retirement	11 \$170,000	\$170,000	\$170,000	
FICA & IPERS	12 \$186,000	\$186,000	\$197,000	
Other Employee Benefits	13 \$180,600	\$180,600	\$470,000	
*Total 384.15A Maximum Tax Levy	14 \$1,858,354	\$1,858,354	\$2,334,034	25.60%
Calculated 384.15A Maximum Tax Rate	15 \$13.19612	\$11.55610	\$14.51411	

Explanation of significant increases in the budget:

The City of Oelwein used reserves in trust and agency in FY2020 to pay for employee benefits. Using reserves allowed for the city to levy more in debt service. By levying more in debt service, the city was able to pay down debts and save interest. The city is working toward a more aggressive debt service to pay for infrastructure repairs and replacement. The levy for employee benefits is returning to a level before FY2020. This is the max levy that council may lower.

If applicable, the above notice also available online at:

http://www.cityofoelwein.org/	https://www.facebook.com/oelweiniowa
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*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

t NE

40th St

ITEM #4.

3rd St NE

13th Ave NE

2nd St NE

12th Ave NE

1st St NE

Elmwood Pky

Charles St

9

East Line Rd. N Outer Rd.

W19

Outer Road & 6th St NE HMA Improvements

PRELIMINARY ASSESSMENT SCHEDULE

Type 01

BOND#

6-inch HMA Paving on Outer Road & 6th ST NE

City of Oelwein, Iowa

9/10/2019

FOX PN 1022-19A.460

Total Project Cost: \$288,494.58

Fayette County: \$144,247.29 50%

General Benefit (Oelwein): \$79,336.01 55%

Special Benefit (Private Owners): \$64,911.28 45%

Frontage Assessment \$32,456 50%
Area Assessment \$32,456 50%

Certificate Number	Parcel No.	Parcel ID	Current Title Holder	Mail To Address	Legal Description	Lot Frontage, Feet	Corner Lot Frontage, Feet	Lot Area, Square Feet (150-ft depth)	Council Valuation ³	25% Valuation	Total Preliminary Assessment	Percent of Total Project Cost	Conditional Deficiency Assessment	Agricultural Deferralment	Notes
	1	1822101006	Mark A. & Karen A. Steward, Charles D. & Christine Hurley		W PART OF PARCEL "C" IN NW AKA NW EX PC NE COR & EX WING'S EAST 1ST ADD & EX 1ST ADD TO FAIRACRES & EX 4AC NW COR & EX PC 165'X 530'ON W & EX PC 94' X 167.21' ON S PER SURVEY, & EX SCHOOL & EX PC ON E SIDE SURVEY BK 1997 PG. 2302	470.0	0.0	70,500	\$ 77,770	\$ 19,443	\$ 7,980.42	2.8%	\$ -	\$ 7,980.42	1
	2	1822126002	Gerald E. & Renee C. Krasko	1342 6TH ST. NE	COM 350' W OF NE COR NW TH S 300' W 278' N 300' E TO BEG IN NE NW	278.0	0.0	41,402	\$ 231,600	\$ 57,900	\$ 4,703.77	1.6%	\$ -	\$ -	
	3	1822126003	Matthew W. & Brittney L. Baerg	1346 6TH ST. NE	BEG NE COR NW TH S 300' W 350' N 300' E TO BEG IN NE NW EX PC SE CRK & EX ROADS	317.0	181.0	56,698	\$ 229,280	\$ 57,320	\$ 7,454.83	2.6%	\$ -	\$ -	
	4	1822126005	Virginia K. & Mark A. Schmitz	520 N EAST LINE RD	BEG 300'S OF NE COR NW SEC 22 TH S 217'W 300'N 217'E 300'TO BEG EX ROAD & PC SE OF CREEK OF FOLLOWING COM NE COR NW SEC 22 TH S 300'W 350'N 300 E 350'TO BEG IN THE NE NW	324.0	0.0	44,709	\$ 238,420	\$ 59,605	\$ 5,285.03	1.8%	\$ -	\$ -	
	5	1822101006	Mark A. & Karen A. Steward, Charles D. & Christine Hurley		W PART OF PARCEL "C" IN NW AKA NW EX PC NE COR & EX WING'S EAST 1ST ADD & EX 1ST ADD TO FAIR ACRES & EX 4AC NW COR & EX PC 165'X 530'ON W & EX PC 94' X 167.21' ON S PER SURVEY, & EX SCHOOL & EX PC ON E SIDE SURVEY BK 1997 PG. 2302	10.0	0.0	7,837	\$ 77,770	\$ 19,443	\$ 522.17	0.2%	\$ -	\$ 522.17	1
	6	1822126030	Roger A. Schulz, Revocable Trust, C/O Gwendolyn Wilson	300 EAST LINE RD. N	E PART OF PARCEL "C" BEING IN NW: AKA BEG SE COR LOT 3, BLK 5, WINGS EAST 1ST ADD TH N 158.55' TH NWLY 124.57' TH SWLY 40' TH NWLY 690' TO NE COR LOT 1, BLK 1, WINGS EAST 1ST ADD TH NWLY 847.56' TO 1/4 SEC LINE TH S 1293.17' TH W270.10' TO POB EX PC IN NW COR. BEING IN NE NW & SE NW SURVEY BK 1997 PG 2302 & EX PARCEL "G" BEING PT OF PARCEL "C" SE NW & EX SCHULZ'S 2ND ADD 2005 IN PT OF EXISTING PARCEL "C" NW	455.0	0.0	64,731	\$ 28,710	\$ 7,178	\$ 7,530.05	2.6%	\$ 352.55	\$ -	
	7	1822126036	Michael D. II & Megan R. Fauser	200 N EAST LINE RD.	LOT 2, SCHULZ'S 2ND ADD 2005	218.0	0.0	29,568	\$ 292,640	\$ 73,160	\$ 3,527.40	1.2%	\$ -	\$ -	
	8	1822126037	Timothy P. & Viva M. Weber	124 N EAST LINE RD.	LOT 3, SCHULZ'S 2ND ADD 2005	155.0	0.0	25,995	\$ 302,300	\$ 75,575	\$ 2,784.48	1.0%	\$ -	\$ -	
	9	1822126040	Jacob D. & Lynsey A. Steil	120 N EAST LINE RD.	PARCEL "G" BEING PT OF PARCEL "C" SE NW, EX PARCEL "J" PER SURVEYS 2001/955 & 2005/2647	230.0	0.0	30,423	\$ 375,100	\$ 93,775	\$ 3,678.61	1.3%	\$ -	\$ -	
	10	1822126041	Paul T. Ganske	116 N EAST LINE RD.	PARCEL "J" SE NW SURVEY 2005/2647	190.0	0.0	29,217	\$ 252,860	\$ 63,215	\$ 3,266.00	1.1%	\$ -	\$ -	
	11	1822176061	James E & Marilyn K Ralls	1307 1ST ST. NE	LOTS 57,58,59,60 1ST ADD TO FAIR ACRES	356.0	0.0	52,766	\$ 222,040	\$ 55,510	\$ 6,009.49	2.1%	\$ -	\$ -	
	12	1822177012	James D. Ahrens	10 N EAST LINE RD.	LOTS 61,62,63 1ST ADD TO FAIR ACRES	198.0	0.0	29,771	\$ 177,400	\$ 44,350	\$ 3,365.91	1.2%	\$ -	\$ -	
	13	1822177013	Victor Lee & Jean Kane	1311 E. CHARLES	LOT 82 1ST ADD TO FAIR ACRES	30.2	0.0	17,130	\$ 144,750	\$ 36,188	\$ 1,213.68	0.4%	\$ -	\$ -	
	14	1822177026	Victor Lee & Jean Kane	1311 E. CHARLES	TRACT OF LAND DESCR: E 250' S 250' SE SE NW EX LOT 62 & LOT 81, FAIRACRES 1ST ADDN TO OELWEIN	164.4	0.0	12,372	\$ 8,110	\$ 2,028	\$ 2,107.99	0.7%	\$ 80.49	\$ -	
	15	1822126004	Berryman, Clinton T. & Berryman, Callie J.	1338 6th ST NE	COM 350'W & 300'S OF NE COR NW TH E 50' S 217' W 50' S 111.7' SWLY 30.4' NWLY 137.06' W 202.73' N 207.5' E 278' TO BEG IN NW	0.0	0.0	37,200	\$ 204,890	\$ 51,223	\$ 2,068.55	0.7%	\$ -	\$ -	
	16	1822126006	Schuchmann, Kurt D.	1334 6th ST NE	PARCEL A & PARCEL B IN NE NW	0.0	0.0	24,350	\$ 252,930	\$ 63,233	\$ 1,354.01	0.5%	\$ -	\$ -	
	A		City of Oelwein		1st St NE (ROW)	60.0	0.0	9,000	\$ -	\$ -	\$ 1,018.78	0.4%	\$ 1,018.78	\$ -	
	B		City of Oelwein		E Charles St (ROW)	54.4	0.0				\$ 469.94	0.2%	\$ 469.94	\$ -	
	C		City of Oelwein		6th St NE (ROW)	33.0	0.0				\$ 285.08	0.1%	\$ 285.08	\$ -	
	D		City of Oelwein		Outer Rd (ROW)	33.0	0.0				\$ 285.08	0.1%	\$ 285.08	\$ -	
TOTALS:						3,576	181.0	583,669			\$ 64,911.28		\$ 2,491.91	\$ 8,502.60	

Notes:

Total Project Length 3,757

- This land can be Agricultural Deferred.
- The paving improvements are assessed as Special Benefits to private property owners at 45%, and as a General Benefit to the City at 55%.
- Council Valuation Explanation: Based on Fayette Co Assessed Value of the lot and building.
- Deficiency is between the amount proposed to be assessed and the proportion of the estimated total cost of the improvement allocated to each lot.
- Assessment Lot Depth is 150-feet. Parcels 15 & 16 Lot Area is based on 150-ft lot depth offset from the west property line.

ITEM #4.



Sta. 15+50.0 to Sta. 26+48.0
Div 11B - 6th St
50/50 City/County Split

Sta. 0+00.0 to Sta. 26+59.0
Div 11A - Outer Rd
50/50 City/County Split

166

11

Div 11A	8/20/2019
Outer Rd - 50/50 City/County	

No.	Item Code	Description	Unit	Quantity	Cost/Unit	Total Cost
0010	2102-2710090	Excavation, Class 10, Waste	CY	-	\$10.00	\$0.00
0020	2213-2713300	Excavation, Class 13 For Widening	CY	-	\$15.00	\$0.00
0030	2213-8200000	Base Widening, HMA Mixture	TON	-	\$35.00	\$0.00
0040	2214-5145150	Pavement Scarification	SY	-	\$2.00	\$0.00
0050	2303-0002380	HMA Mixture Interlayer Base Course, 1/2 In Mix	TON	-	\$37.50	\$0.00
0060	2303-1032500	HMA Standard Traffic, Intermediate Course, 1/2 In Mix	TON	1,804.76	\$32.00	\$57,752.19
0070	2303-1033500	HMA Standard Traffic, Surface Course, 1/2 In Mix	TON	730.85	\$34.00	\$24,849.02
0080	2303-1258343	Asphalt Binder, PG 58-34S, Standard Traffic	TON	152.14	\$475.00	\$72,264.87
0090	2303-1258346	Asphalt Binder, PG 58-34E, Extremely High Traffic	TON	-	\$625.00	\$0.00
0100	2303-6911000	HMA Pavement Samples	LS	0.03	\$3,000.00	\$75.00
0110	2303-7000610	Incentive/Disincentive for HMA Lab Voids	EACH	1,267.80	\$1.00	\$1,267.80
0120	2303-7000620	Incentive/Disincentive for HMA Field Voids	EACH	1,267.80	\$1.00	\$1,267.80
0130	2312-8260051	Granular Surfacing on Road, Class A Crushed Stone	TON		\$20.00	\$0.00
0140	2316-7000120	Incentive/Disincentive for HMA Pavement Smoothness	EACH	1,560.00	\$1.00	\$1,560.00
0150	2318-1001100	Cold In-Place Recycled Asphalt Pavement	SY	-	\$2.00	\$0.00
0160	2318-1001220	Asphalt Stabilizing Agent (Foamed Asphalt)	TON	-	\$600.00	\$0.00
0170	2435-0600010	Manhole Adjustment, Minor	EACH	1.00	\$120.00	\$120.00
0180	2518-6910000	Safety Closure	EACH	2.00	\$125.00	\$250.00
0190	2527-9263109	Painted Pavement Marking	STA	-	\$12.00	\$0.00
0200	2528-8445110	Traffic Control	LS	0.02	\$1,000.00	\$20.00
0210	2529-8202000	Rumble Strip Panel (In Full Depth Patch)	EACH	-	\$405.00	\$0.00
0220	2533-4980005	Mobilization	LS	0.02	\$100,000.00	\$2,000.00
0230	2602-0000020	Flaggers	EACH		\$450.00	\$0.00

	Total	\$161,426.69
	Shoulders	\$1,000.00
	+25% Contingency	\$203,033.36

- * Estimate based on nominal 2" intermediate/leveling course (estimated at 3"), 2" intermediate course, 2" surface course.
- * Binder content estimated at 6%.
- * Rock shouldering to be done by the County.
- * 50/50 City/County cost share to apply to this section.

Div 11B	8/20/2019
6th St - 50/50 City/County	

No.	Item Code	Description	Unit	Quantity	Cost/Unit	Total Cost
0010	2102-2710090	Excavation, Class 10, Waste	CY	-	\$10.00	\$0.00
0020	2213-2713300	Excavation, Class 13 For Widening	CY	-	\$15.00	\$0.00
0030	2213-8200000	Base Widening, HMA Mixture	TON	-	\$35.00	\$0.00
0040	2214-5145150	Pavement Scarification	SY		\$2.00	\$0.00
0050	2303-0002380	HMA Mixture Interlayer Base Course, 1/2 In Mix	TON	-	\$37.50	\$0.00
0060	2303-1032500	HMA Standard Traffic, Intermediate Course, 1/2 In Mix	TON	737.11	\$32.00	\$23,587.60
0070	2303-1033500	HMA Standard Traffic, Surface Course, 1/2 In Mix	TON	296.37	\$34.00	\$10,076.61
0080	2303-1258343	Asphalt Binder, PG 58-34S, Standard Traffic	TON	62.01	\$475.00	\$29,454.28
0090	2303-1258346	Asphalt Binder, PG 58-34E, Extremely High Traffic	TON	-	\$625.00	\$0.00
0100	2303-6911000	HMA Pavement Samples	LS	0.03	\$3,000.00	\$75.00
0110	2303-7000610	Incentive/Disincentive for HMA Lab Voids	EACH	516.74	\$1.00	\$516.74
0120	2303-7000620	Incentive/Disincentive for HMA Field Voids	EACH	516.74	\$1.00	\$516.74
0130	2312-8260051	Granular Surfacing on Road, Class A Crushed Stone	TON		\$20.00	\$0.00
0140	2316-7000120	Incentive/Disincentive for HMA Pavement Smoothness	EACH	792.00	\$1.00	\$792.00
0150	2318-1001100	Cold In-Place Recycled Asphalt Pavement	SY	-	\$2.00	\$0.00
0160	2318-1001220	Asphalt Stabilizing Agent (Foamed Asphalt)	TON	-	\$600.00	\$0.00
0170	2435-0600010	Manhole Adjustment, Minor	EACH	-	\$1,200.00	\$0.00
0180	2518-6910000	Safety Closure	EACH	2.00	\$125.00	\$250.00
0190	2527-9263109	Painted Pavement Marking	STA	-	\$12.00	\$0.00
0200	2528-8445110	Traffic Control	LS	0.02	\$5,000.00	\$100.00
0210	2529-8202000	Rumble Strip Panel (In Full Depth Patch)	EACH	-	\$405.00	\$0.00
0220	2533-4980005	Mobilization	LS	0.02	\$100,000.00	\$2,000.00
0230	2602-0000020	Flaggers	EACH		\$450.00	\$0.00

	Total	\$67,368.98
	Shoulders	\$1,000.00
	+25% Contingency	\$85,461.22

- * Estimate based on nominal 2" intermediate/leveling course (estimated at 3"), 2" intermediate course, 2" surface course.
- * Binder content estimated at 6%.
- * Rock shouldering to be done by the County.
- * 50/50 City/County cost share to apply to this section.

RESOLUTION NO. _____

Resolution of Necessity Covering the Outer Road and 6th Street NE HMA Improvements Project

WHEREAS, this Council has adopted a preliminary resolution in accordance with Section 384.42 of the Code of Iowa, covering the Outer Road and 6th Street NE HMA Improvements Project (the "Project"); and

WHEREAS, pursuant thereto, the Project Engineers have prepared preliminary plans and specifications, an estimated total cost of the work and a plat and schedule, including the valuation of each lot as determined by this Council, and the same have been duly adopted are now on file with the City Clerk;

NOW, THEREFORE, It is Resolved by the City Council of the City of Oelwein, Iowa:

Section 1. It is hereby found and determined to be necessary and for the best interest of the City and its inhabitants to proceed with the Project, and to assess a portion of the cost to the property benefitted thereby.

Section 2. The Project consists generally of the construction of 6" HMA surface and other work incidental thereto beginning at Station 0+00, said station located at the north edge of pavement at the intersection of Charles St and Outer Road within the city limits of City of Oelwein; thence north 2,659 feet along the centerline of Outer Road to Station 26+59, said station located at the intersection of Outer Road and 6th St NE; thence 1,098 feet west along the centerline of 6th St NE which is the end of the project

It is considered that the property described as follows will be specially benefitted by this improvement and should be specially assessed:

That area within the Oelwein City Limits lying within one hundred and fifty feet west of the Outer Road right-of-way between E Charles St and 6th St NE, as well as the area one hundred and fifty feet south of the south 6th St NE right-of-way for 1,098 feet west of the Outer Road and 6th St NE intersection. The assessment area also includes portions of 1334 6th St NE and 1338 6th St NE properties.

Section 3. It is hereby found and determined that there are now on file in the office of the City Clerk an estimated total cost of the proposed work and a preliminary plat and schedule showing the amount proposed to be assessed to each lot by reason of the Project.

Section 4. Unless a property owner files objections with the City Clerk at the time of the hearing on this resolution of necessity, the property owner shall be deemed to have waived all objections pertaining the regularity of the proceedings and the legality of using the special assessment procedure.

Section 5. All resolutions, parts of resolutions, or actions of the Council in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved this 10th day of February, 2020.

Brett DeVore, Mayor

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

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

City Administrator

M Weber
Stewart
Cantrell
Gerds
Fisk
Ericson

Resolution No. _____

Resolution to Approve the Fiscal Year 2021 Maximum Property Tax Dollars

WHEREAS, the City Council of the City of Oelwein have considered the proposed FY2021 city maximum property tax dollars for the affected levy total, and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on city web site and/or primary social media accounts,

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held on February 10, 2020 at 6:00 PM

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Oelwein that the maximum property tax dollars for the affected tax levies for FY2021 shall not exceed the following total:

Total maximum levy for affected property tax levies - \$2,446,992

The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY2021 does represent an increase of greater than 102% from the Maximum Property Tax dollars requested for FY 2021.

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

City Administrator

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

M Weber
Stewart
Cantrell
Gerds
Fisk
Ericson

RESOLUTION NO. _____

Resolution authorizing the issuance of \$2,385,000 General Obligation Corporate Purpose Bonds, Series 2020, and providing for the levy of taxes to pay the same

WHEREAS, pursuant to advertisement of sale, bids for the purchase of General Obligation Corporate Purpose Bonds, Series 2020, in the amount of \$2,385,000 (the “Bonds”) were received and canvassed on behalf of the City of Oelwein, Iowa (the “City”) on January 27, 2020, and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the City’s municipal advisor determined that the bid of UMB Bank, n.a., Kansas City, MO (the “Purchaser”), was the best, and the Council awarded the Bonds to the Purchaser; and

WHEREAS, it is now necessary 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 Bonds are hereby authorized to be issued, in the total aggregate principal amount of \$2,385,000, to be dated February 25, 2020, in the denomination of \$5,000 each, or any integral multiple thereof, maturing on June 1 in each of the years, in the respective principal amounts and bearing interest at the respective rates, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2021	\$105,000	2.00%	2027	\$235,000	2.00%
2022	\$205,000	2.00%	2028	\$240,000	2.00%
2023	\$210,000	2.00%	2029	\$245,000	2.00%
2024	\$210,000	2.00%	2030	\$155,000	2.00%
2025	\$220,000	2.00%	2031	\$165,000	2.00%
2026	\$225,000	2.00%	2032	\$170,000	2.00%

Section 2. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Bond Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Bond Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Bond Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk 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 prepay part or all of the Bonds maturing in each of the years 2027 through 2032, inclusive, prior to and in any order of maturity on June 1, 2026, 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. 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. 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.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2020. 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 Clerk, 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 name 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 3. 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 book-entry 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 book-entry 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 4. 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 CORPORATE PURPOSE BOND, SERIES 2020

No. _____ \$ _____

RATE	MATURITY DATE	DATE	CUSIP
_____%	June 1, _____	February 25, 2020	_____

The City of Oelwein (the "City"), in Fayette County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, NY

or registered assigns, the 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, 2020, 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 Corporate Purpose Bonds, Series 2020 (the "Bonds") issued by the City in the aggregate principal amount of \$2,385,000, for the purpose of paying the cost, to that extent, of constructing improvements to streets, the acquisition of emergency communications equipment for the police department, the acquisition of equipment for the fire department, improvements and adding trails to the City's system of trails, and improvements and upgrading equipment at the Municipal Swimming Pool.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council adopted and approved on February 10, 2020, providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution 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 prepay part or all of the Bonds maturing in each of the years 2027 through 2032, inclusive, prior to and in any order of maturity on June 1, 2026, 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. 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. 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 Clerk, as of February 25, 2020.

CITY OF OELWEIN, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

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)

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 survivorship and not as tenants in common | As Custodian for | _____ |
| | | | | (Minor) |
| | | | under Uniform Transfers to Minors Act | _____ |
| | | | | (State) |

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature 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 5. 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.

Section 6. 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 in each of the years while the Bonds are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years, to-wit:

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of \$165,420;

For collection in the fiscal year beginning July 1, 2021,
sufficient to produce the net annual sum of \$250,600;

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$251,500;

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$247,300;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$253,100;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$253,700;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$259,200;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$259,500;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$259,700;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$164,800;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$171,700;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$173,400.

Section 7. 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. Any amount received by the City as accrued interest on the Bonds shall be deposited into such special account and used to pay interest due on the Bonds on the first interest payment date.

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 6 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 8. 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 9. 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 10. 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 such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding.

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

Passed and approved February 10, 2020.

Mayor

Attest:

City Clerk



Memo

To: Honorable Mayor & City Council,

From: Utility Superintendent Victor Kane

CC: City Administrator Dylan Mulfinger

Reference: East Charles 7 1st Traffic Light.

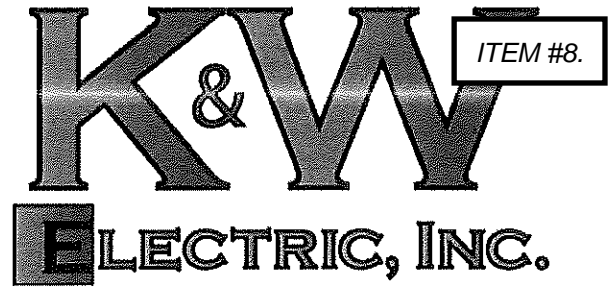
Date: 02/05/2020

The contractor updating our crosswalk lights warned us that although adequate for now all our traffic lights will all need to be upgraded. They did encounter an issue with the traffic light at East Charles and 1st Ave. In their own words “the worst setup they have seen”. Two of the crosswalk activation buttons will not function because the wiring running to the poles is broken and needs replaced. They are currently setup to allow pedestrians to walk when the light changes but they cannot activate the lights on demand. We have no choice but to replace the wiring. While they are replacing the wires, it would be a good time to update the obsolescing controller and signal heads of this light set.

The pole sets are good so that saves us a large sum of money. The controller priced out is the most economical and will still work with the current loop systems we have. The signal heads we have are obsolete due to the new mounting brackets and close to the point of unrepairable from sun degradation. This update would give us spare parts to hopefully keep the other 4 lights functioning as we move to update them over the next few years. I have attached the quote for your information. I recommend that we make the wire repairs and complete all upgrades on this light set for a cost of \$37,500. Including authorization for another \$8,000, in boring, if the conduits are found unusable.

Thank you for your time.

Victor Kane
Oelwein Utility Superintendent



To: City of Oelwein
Attn: Herb
Re: Hwy 3 and Hwy 150 traffic signal upgrade

The following is our quote for upgrading various parts of the traffic signal system at Hwy 3 and Hwy 150. As I'm sure you are aware many of the portions of the existing system are really beginning to show some age. The signal cabinet is outdated and nearly obsolete. The underground wiring is in poor condition and in need of replacement and the signal heads are getting brittle which is causing pieces of them to fail and fall off. I am listing some options below for your consideration. These are listed in order of importance (my opinion).

Replace signal wiring: \$7,500.00

Note: This is for replacing the wiring only and leaving the existing conduits in place. There is no good way to know if the existing conduits are good until we try to remove the existing wiring. If it is deemed that the conduit is unusable we would have to bore new conduits under the road and remove sidewalk in all 4 corners to connect to the footings/handholes. Additional cost for this would be somewhere around \$8,000.

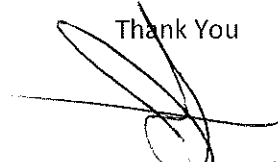
Replace signal cabinet and controller: \$19,000.00

Replace signal heads and brackets on the mast arms: \$11,000.00

In our opinion the existing poles and footings are still in pretty good shape and do not need to be replaced.

The north intersection in town is in a similar condition and replacements/upgrades should be considered for that in the coming years as well.

Thank You



Jeremy Brandt
Vice President

1127 Lincoln St.
PO Box 967
Cedar Falls, IA 50613
Ph: 319.277.0415
F: 319.277.1418

1004 Main St.
PO Box 426
Emmetsburg, IA 50536
Ph: 712.852.9077
F: 712.852.8061

Visit our website at www.k-welectric.com

Email: kwe@k-welectric.com

LIMITED SITE USAGE LICENSE AGREEMENT

by and between

CITY OF JESUP, IOWA

And

CITY OF OELWEIN, IOWA

Dated _____, 20__

LIMITED SITE USAGE LICENSE AGREEMENT

RECITALS:

WHEREAS, City of Jesup, Iowa, ("Jesup"), is an Iowa governmental body acting by and through its City Council located in Buchanan County, Iowa; and

WHEREAS, City of Oelwein, Iowa, ("Oelwein"), is an Iowa governmental body acting by and through its City Council located in Fayette County, Iowa; and

WHEREAS, Jesup and Oelwein desire to enter into this Limited Site Usage License Agreement ("Agreement") upon the following terms and conditions.

NOW THEREFORE IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. Jesup hereby grants, subject to the terms and conditions hereinafter set forth, a non-exclusive license to Oelwein for limited use of a part of the water tower site ("Site"). The Site and area thereon for use by Oelwein is the water tower located at 110 4th Street, Jesup, Iowa.
2. Scope of License. Oelwein's use of the Site is non-exclusive and is for purposes related to Oelwein's public safety communications responsibilities including installing, removing, replacing, maintaining and operating, at its expense six foot diameter 6 GHz microwave dish antennas mounted to the railing system at the top of the water tower including associated feed lines and reasonably related equipment and fixtures upon the licensed Site as required by this Agreement. Oelwein shall use the Site in a manner which will not disturb or interfere with antennas currently located on said tower and do not interfere with the openings to the water tower, ladders, braces, paint removal or painting of the tower, the use and occupancy of the Site by Jesup and/or Jesup's present or future tenants and/or licensees, except that Oelwein shall have priority of use in such regard over any subsequent licensees (i.e., no subsequent licensee shall interfere with any then-existing use or frequencies of Oelwein).
3. Term. The term of this Agreement shall commence upon approval by both parties (hereinafter the "Commencement Date") and end on _____, 20____ (hereinafter the "Termination Date").
4. Renewal. This Agreement shall be automatically renewed upon the same terms set forth herein and for the same number of years unless either party gives notice to the other of the termination of same more than sixty (60) days prior to a Termination Date; whereupon this Agreement may be renewed, but then only pursuant to a new written Agreement between the parties.

5. Duties of Oelwein. In addition to any and all other duties of Oelwein described in this Agreement, Oelwein shall:
 - a. Lease space from Black Hawk County in Black Hawk County's equipment shelter.
 - b. Pay an annual license fee of \$1 per year, the initial payment due upon the Commencement Date and all subsequent payments due on or before the annual anniversary of the Commencement Date.
 - c. Oelwein shall procure and, at all times this Agreement is in existence, maintain a public liability policy, with limits of \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, with a certificate of insurance to be furnished to Jesup within 30 days following the initial Commencement Date and annually thereafter. Such policy shall provide that cancellation shall not occur without at least 30 days prior written notice to Jesup. Jesup shall be named as an additional insured on Oelwein's insurance policy.

6. Duties of Jesup. In addition to any and all other duties of Jesup described in this Limited Site Usage License Agreement, Jesup shall:
 - a. Provide and maintain the water tower at the Site for Oelwein's use subject to the terms of this Agreement.
 - b. Provide Oelwein reasonable access to the Site for the purposes permitted under this Agreement.
 - c. Coordinate the addition of any tenant with Oelwein to ensure the addition does not adversely affect Oelwein's use of the site.

7. Location of Equipment. Final permission relative to precise locations and allowances of space for placement of Oelwein's fixtures, equipment and antennae at the Site (all of which shall be done at Oelwein's sole expense), and any alterations thereof, shall remain at all times with Jesup. However, Jesup shall not unreasonably withhold permission from Oelwein when Oelwein requests permission to make alterations to or upon the Site provided such requested alterations (all of which shall be done at

Oelwein's expense) shall be completed in a good and workmanlike manner, shall not adversely affect the integrity of the Site or the structures located on the Site and shall not interfere with the use of the Site by Jesup, its tenants, successors, assigns and/or other licensees. The existing uses of the Site by Jesup or any other licensee at the time of requested Site alterations by Oelwein shall be considered a primary use. Jesup may withhold permission from time to time and may limit such fixtures, equipment and antennae and their respective placement if such placement is, at such time, likely to unreasonably interfere with or in any manner unreasonably disturb the use and occupancy of the Site by Jesup or any of its other licensees.

8. Installation of Antenna and Equipment. All installation and cabling of the antennas shall be by means of clamping or strapping and in no event shall any part of the antenna or cabling system be at risk of falling or detaching. All installation work shall be done in a good, skillful manner, satisfactory in every respect to Jesup. Welded attachments shall not be allowed except with prior approval by Jesup. If welded attachments are approved, Oelwein shall be responsible for replacing interior or exterior tank coatings that are damaged by welding. All replacement of coatings shall meet the exact specifications of the existing tank coating and must be completed within sixty (60) days of the time that welding on the tank occurs. All costs associated with the new coatings including Jesup's operational costs (i.e. draining elevated tank), shall be borne by Oelwein. Oelwein shall not pierce or drill into the exterior of the water tower except with prior approval by Jesup.

Oelwein shall provide Jesup with "as built" drawings of the equipment to be installed on the water tower which show the actual location of all equipment and improvements. Such drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and antenna facilities actually placed on the water tower site.

9. Maintenance. Oelwein recognizes that the primary function of the elevated water tower is to provide water storage for Jesup and its customers. Oelwein understands that Jesup may find it necessary from time to time to interrupt Oelwein's use of the premises for maintenance of the water tower. Oelwein acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations to the water tower and Jesup shall incur no liability to Oelwein for any injury, expense, or claim incurred by Oelwein during any such repair or renovation so long as Jesup provides Oelwein at least sixty (60) days prior written notice for nonemergency maintenance. The maintenance period shall not exceed sixty (60) days. The parties will cooperate to determine which of the following options or combination of options will be used to address the impact of the antennas on the cost of maintenance/painting of the water tower:

- 1) Before the painting date, Oelwein will place a temporary antenna array or move its equipment to a structure such as portable tower or crane. If not previously removed, Oelwein will then remove the antennas from the water tower and the

maintenance/painting will proceed. Such temporary location shall not exceed the maintenance period. Once the painting/maintenance is finished, Oelwein will then re-attach the antennas where they were previously located. All costs incurred in removing the antenna, placement of a temporary antenna array and reattaching the antennas shall be the sole responsibility of Oelwein.

- 2) The contractor will bid on the cost of the maintenance/painting of the tower without the antennas. The contractor will then bid on the cost of maintenance/painting of the tower with Oelwein's antennas left in place. The contractor will then proceed to maintain/paint the tower with Oelwein's antennas left in place. Oelwein will reimburse Jesup for the difference between the two bids.
- 3) Oelwein, at its sole cost and expense, may relocate temporarily its antennas to a different location on the water tower, provided however, that such relocation shall not interfere with Jesup's maintenance/painting or any other users on the water tower. Such temporary location shall not exceed the maintenance period. Oelwein shall be allowed to relocate to any location on the water tower that is not being used or intended to be used by Jesup and will not cause interference with any other equipment located on the water tower.

Oelwein will only be responsible for its equipment located on the tower. Any other equipment will be the responsibility of its respective owner.

10. Existing Uses. The existing uses of the Site by Jesup or any other licensees at the time of any Site alterations requested by Oelwein shall be considered a primary use. Jesup may withhold permission from time to time and may limit such fixtures, equipment and antennae and their respective placement if such placement is, at such time, likely to unreasonably interfere with or in any manner unreasonably disturb the use and occupancy of the Site by Jesup and/or Jesup's tenants and/or Jesup's other licensees at the Site.
11. Interference. To the extent required by applicable rules and laws, Oelwein will at all times immediately resolve any and all technical interference problems with other equipment located at the Site within ninety days of notice of such interference, relative to existing equipment and to any equipment that becomes attached to the Site at any future date. Jesup will not knowingly permit the installation of any future equipment that results in technical interference problems with Oelwein's then existing equipment. In the case that any equipment is installed that causes technical interference with Oelwein's equipment, its use will be discontinued until such time the issue is resolved to Oelwein's satisfaction.
12. Hold Harmless. Oelwein shall hold harmless and indemnify Jesup for and from any and all liability in any way arising from or related to any activity undertaken by Oelwein (or its agents, employees and/or subcontractors) pursuant to, in regard to or in any

way relating to any aspect of this Agreement or any action authorized by this Agreement any acts of negligence by Jesup, its employees, agents, and contractors. Among other things, this hold harmless agreement requires Oelwein to pay and reimburse Jesup for all attorney fees, costs, expenses, judgments and settlements related to any such claims for which Oelwein is required to hold Jesup harmless. Jesup assumes absolutely no liability in any matter relating to the installation, use or maintenance of any antenna or other radio or related equipment placed upon the subject real estate under this Agreement.

Jesup shall hold harmless and indemnify Oelwein for and from any and all liability in any way arising from or related to any activity undertaken by Jesup (or its agents, employees and/or subcontractors) pursuant to, in regard to or in any way relating to any aspect of this Agreement or any action authorized by this Agreement or taken pursuant to this Agreement (whether expressly authorized or not), regardless of any acts of negligence by Oelwein, its employees, agents, and contractors. Among other things, this hold harmless agreement requires Jesup to pay and reimburse Oelwein for all attorney fees, costs, expenses, judgments and settlements related to any such claims for which Jesup is required to hold Oelwein harmless.

- 13. Limited Usage and Non-Assignability. This license shall not be deemed a grant unto Oelwein any interest in real estate but is a personal and non-assignable limited usage allowance upon the Site; provided, however, that this provision shall not interfere with or preclude any present or future security or other interests granted by Jesup.
- 14. Notices. All notices required under this Agreement must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, to the parties of this Agreement as provided for below:

City of Oelwein, Iowa
 City of Oelwein
 Att: City Clerk
 Fayette, Iowa
 20 2nd Ave SW
 Oelwein, IA 50662
 Phone: (319) 283-5440

City of Jesup, Iowa
 City of Jesup
 Att:, City Clerk
 791 6th Street
 PO Box 592
 Jesup, Iowa 50648-0592
 Phone: (319) 827-1522

- 15. Compliance with Laws. Oelwein shall fully and timely comply with all applicable laws, rules and regulations relating to its license for non-exclusive possession and use of the Site.
- 16. Termination. This Agreement shall terminate pursuant to Paragraph Three (3) or Seventeen (17) herein EXCEPT that Oelwein may terminate this Agreement prior to the Commencement Date without further liability by written notice to Jesup prior to the Commencement Date [a] if Oelwein is unable to obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any off-site easements required from any third party required to enable Oelwein to use the Site as described herein or [b] if any such approval is canceled, expires or is withdrawn or

terminated, or [c] if Jesup fails to have proper ownership or leasehold or licensure rights in and to the Site or authority to enter into this Agreement, or [d] if Oelwein, for any reason in its sole discretion determines that it will be unable to use the Site for its intended purpose. Upon termination, all prepaid license fees shall be retained by Jesup and Oelwein shall promptly pay to Jesup any deficiencies.

17. Default. If either party is in default under this Agreement for a period of (a) twenty (20) business days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money. In either event, the non-defaulting party, at its discretion, may declare this Agreement terminated, void and of no further force and pursue any remedies available to it against the defaulting party under applicable law. However, if the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences and substantially concludes appropriate action to cure the default within such thirty day period and proceeds with all due diligence to fully cure the default within sixty (60) days of receiving notice of such default.
18. Removal of Property. Upon termination or expiration of this Agreement, Oelwein shall promptly remove any and all of its property from the Site within sixty (60) days and shall restore the Site to the condition existing on the date of this Agreement, except for ordinary wear and tear. Oelwein's failure to remove such property within 60 days shall result in such property and improvements reverting to and becoming the sole property of Jesup and shall no longer be subject to any claimed lien hold or security interests of others; provided however that Oelwein shall pay Jesup all expenses Jesup incurs in removing Oelwein's property and improvements from the Site.
19. Miscellaneous.
 - (a) This Agreement applies to and binds the respective successors of the parties to this Agreement and for all purposes to be deemed a mere personal property usage interest in relation to the subject real estate.
 - (b) Until further written notice, all notices required to be sent shall be mailed or delivered at the respective addresses of the parties as shown in paragraph 14 above.
 - (c) This Agreement is governed by the laws of the State of Iowa, and any action for enforcement must be brought in the Iowa District Court for Buchanan County or the United States District Court for the Northern District of Iowa.
 - (d) This Agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties.
 - (e) Any amendments to this Agreement must be in writing and executed by both

- parties.
- (f) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
 - (g) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

OELWEIN, IOWA

Executed in triplicate by licensee, Oelwein, Iowa, this ___ day of _____, 20___.

Oelwein, Iowa

By: _____

By: _____

STATE OF IOWA, COUNTY OF _____ ss:

On this _____ day of _____, 20___ before me, the undersigned, a notary public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of City of Oelwein, Iowa; that the seal affixed to the foregoing instrument is the Corporate Seal of City of Oelwein, and that the instrument was signed and sealed on behalf of City of Oelwein, by authority of its City Council, as contained in the Resolution No. _____ adopted by Oelwein of Oelwein Council on the _____ day of _____, 20___ and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of City of Oelwein by it voluntarily executed.

Notary Public
In and For the State of Iowa

CITY OF JESUP, IOWA

Executed in triplicate by City of Jesup, Iowa, this _____ day of _____, 20_____,

City of Jesup

By: _____

_____, Mayor

By: _____

_____, City Clerk

State of Iowa, County of _____ ss:

On this _____ day of _____, 20____ before me, the undersigned, a notary public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of City of Jesup, Iowa; that the seal affixed to the foregoing instrument is the Corporate Seal of City of Jesup, and that the instrument was signed and sealed on behalf of City of Jesup, by authority of its City Council, as contained in the Resolution No. _____ adopted by Jesup of Jesup Council on the _____ day of _____, 20_____ and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of City of Jesup by it voluntarily executed.

Notary Public
In and for the State of Iowa

Oelwein Public Library Work Session January 29, 2020

The Oelwein Public Library Board of Trustees held a work session on Wednesday, January 29, 2020 at 4:15 p.m. at the library.

Present: Kerns, Berryman, Gilson, Ingersoll, Gerdts, and Macken. Also present were Mulfinger and Shekleton.

Absent: Mars

The Building Official explained that, during the building process, plastic sheeting was used instead of sheetrock between the attic space and the fire sprinkler system. Consequently, it is possible for the plastic sheeting and the insulation to fall down exposing the fire sprinkler system to cold air from the attic and warm air to rise into the attic. Possible implications could be condensation, frozen pipes, and ice dams. Also, there are no fire-stops. When the extra ventilation was added, it may have caused too much air movement which could blow down the plastic. The architect had stated that, by making the modification in adding the extra ventilation to the roof when the roof was re-shingled, the ventilation system should have been tested for balance.

An option would be to replace the plastic sheeting with sheetrock around the entire perimeter of the building. In order to access this area, the drywall portion along the perimeter of the ceiling would need to be removed. Advantages and disadvantages to this option were discussed.

Berryman made a motion to re-insulate the affected areas, re-attach and tape the plastic sheeting as needed, and replace the damaged drywall. Seconded by Gilson. Motion carried. The affected area to be repaired is in the fireplace room which was water damaged by an activated fire sprinkler head which had frozen.

Meeting adjourned at 4:45.

Respectfully submitted,

Susan Macken



Application for Appointment to Boards and Commissions

20 Second Avenue SW, Oelwein, Iowa 50662 319-283-5440

Name ROBER BOLEYN

Address 209 7TH AVE. S.W.

Phone 319 283 4471 E-Mail rboleyn7@msn.com

Occupation RETIRED How long have you been a resident of Oelwein? 46

Please check the following boards or commissions to which you would like to be appointed:

<input type="checkbox"/>	Airport Board	<input type="checkbox"/>	Civil Service Commission
<input type="checkbox"/>	Electrical Board	<input type="checkbox"/>	International Code Council Board of Appeals
<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Mechanical Board
<input type="checkbox"/>	Park & Recreation Commission	<input checked="" type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	Plumbing Board	<input type="checkbox"/>	Tree Board
<input type="checkbox"/>	Zoning Board of Adjustment	<input type="checkbox"/>	

Describe past experience which would benefit the board or commission applied for:

NEW TERM

Describe the qualities and attributes you possess that would be of benefit to the board or commission applied for:

Describe your desire to serve on this board of commission:

KEEP CITY CLEAN + UP TO DATE

Describe similar volunteer experiences:

SERVED ON PLANNING BOARD

Describe any goals and/or objectives you envision for the board/commission:

BE FARE TO HOME OWNERS

Any additional information or comments you wish to offer:

COLLEGE TRAINED ELECTRICAL + PLUMBING

Hours of Availability:

ANY

Roger Boleyn
Applicant Signature

29 Jan 2022
Date

City Hall

Reviewed by:

- Mayor
- City Administrator
- Board or Commission Chair
- Department Head



Application for Appointment to Boards and Commissions

20 Second Avenue SW, Oelwein, Iowa 50662 319-283-5440

Name Carol Tousley

Address 909 3rd Ave SW

Phone 283-2020 E-Mail Ctousley@Oelwein.K12.IA.US

Occupation Retired How long have you been a resident of Oelwein? 53 yrs

Please check the following boards or commissions to which you would like to be appointed:

<input type="checkbox"/>	Airport Board	<input type="checkbox"/>	Civil Service Commission
<input type="checkbox"/>	Electrical Board	<input type="checkbox"/>	International Code Council Board of Appeals
<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Mechanical Board
<input type="checkbox"/>	Park & Recreation Commission	<input checked="" type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	Plumbing Board	<input type="checkbox"/>	Tree Board
<input type="checkbox"/>	Zoning Board of Adjustment	<input type="checkbox"/>	

Describe past experience which would benefit the board or commission applied for:

Been on Planning + Zoning for approx 15 plus years.

Describe the qualities and attributes you possess that would be of benefit to the board or commission applied for:

Retired Banker. Know the Community.

Describe your desire to serve on this board of commission:

If know one else will run, I will renew my term.

Describe similar volunteer experiences:

Was on Park + Rec many years. I am on many boards in Delweir. I am an Ambassador + Positively Delweir Committee.

Describe any goals and/or objectives you envision for the board/commission:

Keep Delweir moving forward.

Any additional information or comments you wish to offer:

Need this to board to help comply with Delweir's ordinances & rules.

Hours of Availability: Most

Carol Tausley
Applicant Signature

1/30/2020
Date

City Hall

Reviewed by:

- Mayor City Administrator Board or Commission Chair Department Head



Application for Appointment to Boards and Commissions

20 Second Avenue SW, Oelwein, Iowa 50662 319-283-5440

Name

Robin Ann Eick

Address

525 5th Ave SE, Oelwein IA 50662

Phone 319-238-1149 E-Mail robin.eick@hotmail.com

Occupation Para and Sub van driver How long have you been a resident of Oelwein? 19 years

Please check the following boards or commissions to which you would like to be appointed:

- Airport Board
- Electrical Board
- Library Board
- Park & Recreation Commission
- Plumbing Board
- Zoning Board of Adjustment
- Civil Service Commission
- International Code Council Board of Appeals
- Mechanical Board
- Planning and Zoning Commission
- Tree Board

Describe past experience which would benefit the board or commission applied for:

in a law enforcement family for 37 years
Oelwein School employee for 16 years
Service minded and orientated

Describe the qualities and attributes you possess that would be of benefit to the board or commission applied for:

good listener, listen and understand both sides to a story

Describe your desire to serve on this board of commission:

I want to be involved in the community and help out.

Describe similar volunteer experiences:

Oelwein Elementary PTO

Describe any goals and/or objectives you envision for the board/commission:

fairness and impartiality

Any additional information or comments you wish to offer:

I have a direct interest in public safety and of our town and emergency services.

Hours of Availability: Afternoons, evenings and weekends

Paul A. [Signature]
Applicant Signature

2/5/2020
Date

Reviewed by: Mayor City Administrator Board or Commission Chair Department Head



Dillon Law PC

209 E 1st Street
Sumner, Iowa 50674

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

INVOICE

Invoice # 5647
Date: 01/29/2020
Due Upon Receipt

City of Oelwein nuisance/abatement work

nuisance/abatement work 657A's

Type	Date	Notes	Quantity	Rate	Total
Service	01/02/2020	email to officer x2, email to building guys x1 notification of cases	0.33	\$58.49	\$19.30
Service	01/02/2020	email to Brenda	0.10	\$0.00	\$0.00
Service	01/02/2020	edit and file proposed order x3, motion x3	0.50	\$58.49	\$29.25
Service	01/02/2020	renter question on proof of service	0.25	\$130.94	\$32.74
Expense	01/03/2020	Reimbursable expenses: certified copies of judgments Schultz Vici Nicol	1.00	\$63.00	\$63.00
Service	01/03/2020	send tax invoice x3, draft recorder cover sheet x3, call to clerk of court, order cert copies x3,	0.75	\$58.49	\$43.87
Expense	01/03/2020	Reimbursable expenses: Fayette County recorder fee for Oelwein vs Vici, Schoultz and Nicol	1.00	\$81.00	\$81.00
Expense	01/07/2020	Reimbursable expenses: Lien search by Fayette Abstract for Pentecost property	1.00	\$150.00	\$150.00
Service	01/07/2020	call from Jay, draft and file witness list, email from Ron,	0.33	\$58.49	\$19.30
Service	01/07/2020	reminders emailed for court, spreadsheet update, email to prouty and Sam, case review	0.25	\$58.49	\$14.62
Service	01/07/2020	review petition 657A and lien search report, make edits, email to Pat	0.25	\$58.49	\$14.62
Service	01/07/2020	Flat Rate: 657A petition	1.00	\$350.00	\$350.00
Service	01/08/2020	email correspondence with Jim and Sam, order lien search	0.25	\$58.49	\$14.62

Service	01/08/2020	prep 657A	0.25	\$58.49	\$14.62
Service	01/09/2020	complete affidavit of mailing and notice, file, mail to 4 defendants	0.25	\$58.49	\$14.62
Service	01/09/2020	attention to Ethan Eply information request on Davy's doings	0.25	\$130.94	\$32.74
Service	01/09/2020	attention to Vlci, Nicol and Scholutz defaults	0.35	\$130.94	\$45.83
Service	01/10/2020	email correspondence with Sam	0.25	\$58.49	\$14.62
Expense	01/10/2020	Reimbursable expenses: lien search on McCloud	1.00	\$150.00	\$150.00
Service	01/13/2020	email correspondence with Sam, research of potential defendant -	0.25	\$58.49	\$14.62
Service	01/13/2020	draft and file motion to dismiss Luigi case	0.25	\$58.49	\$14.62
Service	01/14/2020	draft and file affidavit of mailing anf 10 day notice, mail to def.	0.30	\$58.49	\$17.55
Service	01/14/2020	draft and file motion to dismiss x2	0.25	\$58.49	\$14.62
Service	01/14/2020	beacon search taxes owed, mail with recording s to Sam	0.20	\$58.49	\$11.70
Service	01/15/2020	email correspondence with sam, emailed order	0.10	\$58.49	\$5.85
Expense	01/15/2020	Reimbursable expenses: filing fee- pentecost	1.00	\$235.00	\$235.00
Service	01/15/2020	data entry, address look up, file 657a- pentecost	0.33	\$58.49	\$19.30
Service	01/15/2020	Flat Rate: 657a- pentecost	1.00	\$350.00	\$350.00
Expense	01/16/2020	Reimbursable expenses: filing fee 657A McCloud	1.00	\$235.00	\$235.00
Service	01/16/2020	draft docs, data entry, filing petition	0.50	\$58.49	\$29.25
Service	01/16/2020	send docs out for service	0.25	\$58.49	\$14.62
Service	01/16/2020	Flat Rate: 657A fee	1.00	\$350.00	\$350.00
Service	01/16/2020	sent out for service - McCloud	0.33	\$58.49	\$19.30
Service	01/16/2020	Look at photos of 132 2nd ave nw Oelwein look at course of actions available.	0.50	\$130.94	\$65.47
Service	01/17/2020	email to Sam, email to officer, email ordering lien search, beacon search, iowa land records search, spreadsheet update,	0.50	\$58.49	\$29.25
Service	01/17/2020	email to officer, draft and file motion to dismiss	0.25	\$58.49	\$14.62
Service	01/20/2020	email from Officer, email to Nathan, order review	0.20	\$58.49	\$11.70
Service	01/20/2020	file affidavits x3	0.33	\$58.49	\$19.30
Service	01/20/2020	email correspondence with pat	0.25	\$58.49	\$14.62

Service	01/21/2020	beacon search x3, email correspondence with Sam and Pat	0.40	\$58.49	\$23.40
Service	01/21/2020	draft and file report to the court, email from lien	0.20	\$58.49	\$11.70
Service	01/21/2020	sent for service MCloud, email to Ted, email to Carol to remit payment	0.25	\$58.49	\$14.62
Expense	01/21/2020	Reimbursable expenses: Service fee to Buchanan County Sheriff Oelwein vs. McCloud	1.00	\$39.70	\$39.70
Service	01/21/2020	attention to Oakes property filing	0.25	\$130.94	\$32.74
Service	01/22/2020	edit, file application for default judgment and motion for default judgment- Oakes	0.25	\$58.49	\$14.62
Expense	01/23/2020	Reimbursable expenses: Service fee to Chickasaw Sheriff for McCloud	1.00	\$33.00	\$33.00
Service	01/23/2020	call from Angela, email to Sam	0.15	\$58.49	\$8.77
Service	01/23/2020	email to Pat re : Angela	0.10	\$58.49	\$5.85
Service	01/24/2020	draft and file application, file affidavit parties in possession	0.33	\$58.49	\$19.30
Service	01/24/2020	email to Chickasaw county, email to Ted	0.25	\$58.49	\$14.62
Service	01/24/2020	email to officer	0.10	\$58.49	\$5.85
Expense	01/24/2020	Reimbursable expenses: order cert copy for oaks	1.00	\$21.00	\$21.00
Service	01/24/2020	case review, email correspondence with Sam, update spreadsheet, call to clerk of court, order cert copy	0.40	\$58.49	\$23.40
Expense	01/24/2020	Reimbursable expenses: Fayette County Recorder fee for Oakes	1.00	\$27.00	\$27.00
Service	01/24/2020	beacon search taxes owed, email to Sam, draft rec cover sheet, mail to recorder	0.25	\$58.49	\$14.62
Service	01/24/2020	call from Jay, call from Ted, email to pat, beacon search	0.40	\$58.49	\$23.40
Expense	01/27/2020	Reimbursable expenses: Three service fees for McCloud	1.00	\$105.00	\$105.00
Service	01/27/2020	posts on lets talk about oelwein	0.15	\$58.49	\$8.77
Expense	01/27/2020	Reimbursable expenses: Service fee on Caleb Pentecost	1.00	\$39.70	\$39.70
Service	01/27/2020	call from Jay x2	0.25	\$58.49	\$14.62
Service	01/28/2020	photo download, photo guide	0.25	\$58.49	\$14.62
Service	01/28/2020	photo organization, email to officer, call to Sam	0.33	\$58.49	\$19.30
Service	01/29/2020	- Oelwein attention to complaint regarding plaquarding	1.00	\$130.94	\$130.94

ITEM #A.

data compilation and review					
Service	01/29/2020	further prep of 657a on Latham house, email to Pat, review report of liens	0.25	\$58.49	\$14.62
Expense	01/29/2020	Reimbursable expenses: Lien search on Patricia Latham	1.00	\$150.00	\$150.00
				Total	\$3,422.30

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
5647	01/29/2020	\$3,422.30	\$0.00	\$3,422.30
Outstanding Balance				\$3,422.30
Total Amount Outstanding				\$3,422.30

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



Dillon Law PC

209 E 1st Street
Sumner, Iowa 50674

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

CityOelwein

Oelwein City Attorney

INVOICE

Invoice # 5648
Date: 01/29/2020
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Service	01/03/2020	email correspondence with Sam, email to fayette county abstract update spreadsheet, prep petition	0.40	\$59.60	\$23.84
Service	01/06/2020	draft and file motion to dismiss, email form officer	0.20	\$59.60	\$11.92
Service	01/07/2020	email correspondence with Ron	0.10	\$59.60	\$5.96
Service	01/08/2020	mail recorded judgment, search beacon for taxes owed, mailed with order	0.25	\$59.60	\$14.90
Service	01/09/2020	Brenda michels collection cost issues.	0.25	\$133.43	\$33.36
Service	01/09/2020	January 9th, 2020: Email from Schmelzer re: Oelwein v. Wright. Research dispositional history and respond to same: .2 NJL	0.20	\$133.43	\$26.69
Service	01/13/2020	review docs for meeting.	0.50	\$133.43	\$66.72
Service	01/13/2020	attend council meeting.	0.78	\$133.43	\$104.08
Service	01/13/2020	January 13th, 2020: Email from DeJong re: Latham property; return email. .2 NJL	0.20	\$133.43	\$26.69
Service	01/16/2020	update spreadsheet, email correspondence with Pat, draft and file objection	0.25	\$59.60	\$14.90
Service	01/17/2020	email correspondence with Nathan, email to chief, case review, email to officer, email to pat	0.25	\$59.60	\$14.90
Service	01/21/2020	draft and file witness list, notify officer, via email, update spreadsheet	0.25	\$59.60	\$14.90
Service	01/21/2020	attention to stienbron rental code violation issues	0.50	\$133.43	\$66.72

Service	01/21/2020	January 21st, 2020: Email from Wehling re: Oelwein v. Gabriel; reply email; .1 NJL	0.10	\$133.43	\$13.34
Service	01/22/2020	look up info on tobacco in oelwein issue from 2018	0.25	\$59.60	\$14.90
Service	01/22/2020	email order to officer	0.10	\$59.60	\$5.96
Expense	01/22/2020	Reimbursable expenses: filing fee steinbron	1.00	\$135.00	\$135.00
Service	01/22/2020	data entry, filing citation, efile instructions, and codes-steinbron	0.25	\$59.60	\$14.90
Service	01/23/2020	email to Sam and Jay, email to Ted, discuss with Pat	0.25	\$59.60	\$14.90
Service	01/24/2020	review council packet, email from Jay re Rental code	0.70	\$133.43	\$93.40
Service	01/27/2020	update spreadsheet Email Nathan for hours Email spreadsheet	0.25	\$59.60	\$14.90
Service	01/27/2020	enter lein time	0.10	\$0.00	\$0.00
Service	01/27/2020	attend council meeting	0.50	\$133.43	\$66.72
Service	01/28/2020	attention to unsafe house issues	1.00	\$133.43	\$133.43
				Total	\$933.03

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
5648	01/29/2020	\$933.03	\$0.00	\$933.03	
				Outstanding Balance	\$933.03
				Total Amount Outstanding	\$933.03

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



To: Mayor and City Council
From: Dylan Mulfinger
Subject: Administrator's Council Agenda Memo
Date: 2/10/2020

Consent Agenda

1. Consideration of a motion approving the January 27, 2020 Council minutes
2. Consideration of a motion approving a Class 'C' Liquor, Outdoor and Sunday Sales renewal for Clete and Connies

Public Hearing

3. Public Hearing on City of Oelwein Fiscal Year 2021 Maximum Property Tax Dollars

The City of Oelwein is required by the state of Iowa to set a Maximum Tax Dollar Levy. This levy does not include debt service. The city is increasing their benefits levy after spending down reserves in the past two years. The city will go into FY 2021 with a full levy of 17.71858. The proposed levy for council is a minor decrease from FY2020. Council is lowering debt service to bring the levy back to a level close to FY2020 17.1952.

4. Public Hearing on Proposed Resolution of Necessity covering the Special Assessment for Outer Road and 6th Street NE HMA Improvements

The City of Oelwein is working on a road improvement with the county for Outer Road and 6th Street NE. Council has expressed interest in assessing the project. This public hearing allows for community members to voice their concerns for the project and the assessment.

Resolutions

5. Consideration of a Resolution of Necessity Covering the Outer Road and 6th Street NE HMA Improvements Project

This resolution sets out the procedure for council to do assessments on Outer Road and 6th Street NE. This road is going from a chip seal to an asphalt overlay. This improvement will take place in the summer of 2020. Council is setting the maximum assessment for this road. Currently, council is setting a 45 percent match to property owners based on previous council discussion. The city has historically assessed roads 50 percent for residential. The roads being assessed are collectors according to the Iowa DOT classification. Council may set the maximum assessment tonight, then change that amount when they finalize the



assessment. The City Administrator recommends setting the maximum amount tonight then discussing in a work session a plan for the final amount. The City Administrator recommends an assessment for Outer Road and 6 St. The City Administrator recommends approving the resolution.

- 6. Consideration of a Resolution to Approve the Fiscal Year 2021 Maximum Property Tax Dollars

The City Administrator recommends approving the resolution.

- 7. Consideration of a Resolution authorizing the issuance of \$2,385,000 General Obligation Corporate Purpose Bonds, Series 2020, and providing for the levy of taxes to pay the same

The City is finalizing their loan. The city received a great rating and an even better rate. The City Administrator recommends approving the resolution.

- Street Repair-\$675,000
- Public Safety Radio Upgrades-\$850,000
- Fire- Pumper and Radios- \$450,000
- Trails- Adding Trails to the City- \$250,000
- Pool- Upgrades to old equipment \$100,000
- Total- \$2,325,000

Motions

- 8. Consideration of a motion authorizing repairs to traffic signals by K & W Electric, Inc. in an amount not to exceed \$45,500

As discussed briefly in the 1/27/2020 work session, the signal setup at Charles and 150 needs upgraded. This is an unbudgeted item, but the city does have money in reserve. This will be the last item for an extended period that can be taken out of reserve, as funds are approaching the 20 percent recommended reserve for the road user tax fund. The City Administrator recommends approving the repairs for the traffic signals.

- 9. Consideration of a motion authorizing the Mayor to sign Limited Site Usage License Agreement with the City of Jesup, Iowa for Public Safety Communications

Part of the upgrades to the new public safety radio system require connection through Jesup. The City Administrator recommends approving the limited site usage license agreement.



January Parks Monthly Report 2020

Parks / Cemetery / Aquatics / Campground

Park and Recreation

www.cityofuelwein.org

Early in January, someone kicked in a bathroom door at Wings Park between diamonds 2 & 3. The school metals program is completing some metal security doors to protect our bathroom doors, which we should receive shortly. With more snow in the forecast, Jay has been busy clearing snow on city properties. We updated the park shop SDS sheets and working on pesticide forms. Jay is in the middle of maintenance of the trucks for the parks and cemetery. This includes installing LED warning lighting on these vehicles. I have been busy working with the engineer on the next trail segment talking with landowners for easements and having utilities moved. I finished and distributed this year's park and rec brochure.

Jay has been continuing his efforts with maintenance of equipment. This week we installed a new cutting edge on the cemetery, skid loader bucket. We have removed sidewalk snow 3x in the last week on City owned properties. I have been working on trail work for our next trail section with our engineer. I spent some time working on updating the park and rec website. I ordered two CIP project permabrellas for the aquatic center this week. I attended the monthly safety meeting and ordered in the decals for the new recreation vehicle.

On Monday the 20th, we discussed with council our budget lines and CIP items for general budget departments. Tuesday the 21st I hosted the park and rec meeting at City Hall to go over some projects. I went over trail information with the board on trail segment 1 that we plan to complete this next season. In the meeting, I also showed the board all the work that I have completed thus far, developing a new website for the department. The website is still a work in progress but will have our forms for departments on it and will be very user friendly. I have been working on trail work and website work this week, as well as our cemetery sign project. We updated the first aid kits at both the park maintenance shop and the cemetery. Jay has been continuing his efforts on truck maintenance and working on getting his certifications. The employees have been in to remove snow multiple times on city sidewalks. Jay went out Tuesday with a dozen work orders from City Hall to clear sidewalks on private properties who had not cleaned their sidewalks of snow yet.

I met with the financial donor for the cemetery sign and a contractor to move forward on the new cemetery sign project so we are ready to go in the spring. I took the continuing education course for my pool certification on Monday. Jay attended the full course on Tuesday and Wednesday and

Park and Recreation www.cityofoelwein.org

passed his pool certification. I have been updating the emergency action plans for the aquatic facility and getting other paperwork ready for that facility. This month the City had five full burials and two cremations at Woodlawn Cemetery.



Door kicked in

Snow removal

Burials

SDS updating

Maintenance with led updates

Annual brochure finished



Window covers

White board

Cutting edge



Park and Recreation www.cityofuelwein.org

Snow blower repairs



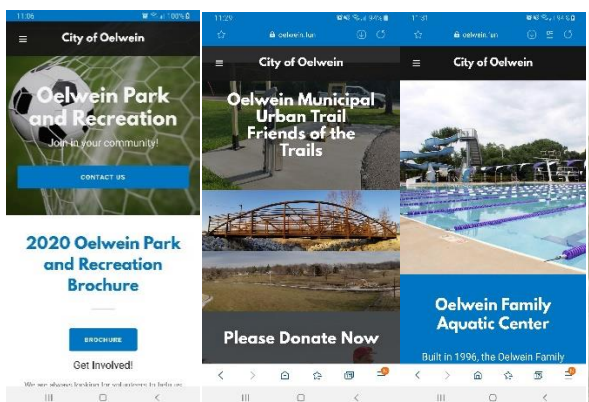
Trail work



Permbrellas



New website work



Trail work



Snow removal



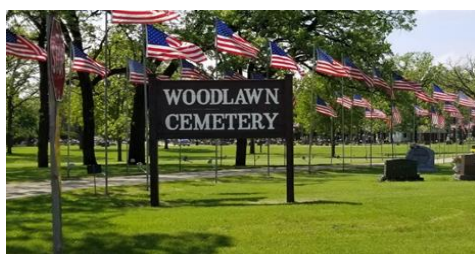
New first aid kits



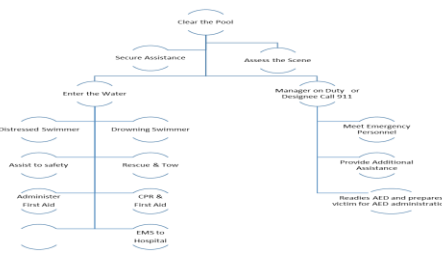
Truck maintenance



Woodlawn Sign



EAP



Funerals





Daily Activities

- ❖ Pick up garbage downtown
- ❖ Checking parks, cemeteries
- ❖ Monthly safety checklist
- ❖ Maintenance on equipment
- ❖ Order supplies for different departments
- ❖ Work with trails committee, Friends of Trails
- ❖ Safety meetings with departments and city
- ❖ 5 graves, 2 cremations
- ❖ Snow removal

Progress on Projects

- ❖ Updated and distributed park and rec brochure
- ❖ Completed year-end report
- ❖ Trail extension at Wings Park
- ❖ Trails committee meeting
- ❖ School program work on cemetery sign/bathroom security doors
- ❖ Ordered 2 permabrellas for aquatics, a CIP item
- ❖ Update aquatics EAP, SDS, other paperwork
- ❖ Update Park SDS book
- ❖ Park code updated
- ❖ Cleaning contract updated with Horan Services

Next Month and Future Projects

- ❖ Tree Board meeting
- ❖ Trails Committee meetings
- ❖ Park and Rec meeting
- ❖ Wings Park trail extension
- ❖ Park master plan
- ❖ Grant work
- ❖ Diamond 3 fencing
- ❖ Pool LED conversion
- ❖ Old bridge prep for new placement
- ❖ Trail segment 1C work
- ❖ Website work
- ❖ Cemetery signs projects
- ❖ Install water fountains
- ❖ Prairie planting at Platt Park
- ❖ Remove well houses at City Park
- ❖ Install permabrellas at pool

Joshua Johnson MA
Oelwein Park Superintendent
319-283-5440 – City Hall
319-283-0544 – Cell



Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	356,973.29	169,344.47	197,236.64	-	329,081.12	
051 County Emergency Manage	6,388.70	1,461.62	-	-	7,850.32	
110 Road Use Tax	611,528.14	87,219.17	37,045.77	-	661,701.54	
112 Trust and Agency	775,146.90	46,481.93	119,201.82	-	702,427.01	
113 Flex Spending	1,363.99	1,615.12	1,615.12	-	1,363.99	1,363.99
119 Emergency	21,132.48	2,641.20	-	-	23,773.68	
120 Sidewalks Repaired/Replaced	-	-	-	-	-	
121 Sales Tax	330,132.97	46,943.90	-	-	377,076.87	
122 Hotel/Motel Tax	61,761.90	58.50	-	-	61,820.40	
123 Gas-Electric Franchise Fee	664,219.00	167,457.36	20,269.85	(21,148.00)	790,258.51	
124 Library Bequest	366,528.15	2,027.18	154.97	-	368,400.36	
126 Downtown TIF	23,114.49	7,119.78	-	-	30,234.27	
127 Industrial Park TIF	-	2,438.50	-	-	2,438.50	
128 Ind Park SubFund TIF East Penn	836,829.71	2,147.38	-	-	838,977.09	
132 DARE	3,785.50	-	2,296.70	-	1,488.80	
136 Trees Forever	18,505.82	-	-	-	18,505.82	
146 1st Time Home Buyers Prog	4,775.21	-	-	-	4,775.21	
160 Econ Dev (\$12,500 Wellness Res)	574,778.86	544.44	5,287.86	-	570,035.44	
161 IRP Revolving Loan	178,463.76	49,717.80	40,858.90	-	187,322.66	188,181.56
162 Downtown Business Grants	77,000.00	72.94	-	-	77,072.94	
166 NSP	-	-	-	-	-	
177 Forfeit Assets	3,820.97	-	-	-	3,820.97	
200 Debt Service	525,752.08	46,263.45	-	21,148.00	593,163.53	
201 Water Bondsinking	119,897.67	113.57	-	17,005.00	137,016.24	
202 Sewer Bondsinking	372,205.39	352.54	-	53,389.00	425,946.93	
205 Special Assessments	-	-	-	-	-	
214 2016A GO UR ED Bond Ind Pk Land	-	-	-	-	-	
268 Municipal Trust	-	-	-	-	-	
269 Future Proposed Bond Sale	-	-	-	-	-	
278 West Charles Mall	-	-	-	-	-	
282 CDBG Housing Rehab	19,476.00	6,533.45	64.85	-	25,944.60	
285 2009 Bond Sale	-	-	-	-	-	
286 2016B GO Bond (Rise City Port)	-	-	-	-	-	
287 2020 GO Bond	(269,288.02)	47,700.00	12,000.00	-	(233,588.02)	
288 2016D Water Revenue Bond	-	-	-	-	-	
305 Airport Grant	(18,644.41)	-	227,731.12	-	(246,375.53)	
307 Tri Park Trail Extensions	4,528.36	550.00	150.75	-	4,927.61	
314 Oel Ind Park E Penn/14th St Ext	488,532.27	462.74	-	-	488,995.01	
385 West Water Tower	(435.78)	-	-	-	(435.78)	
386 42 Well Rehab	(139,180.07)	-	-	-	(139,180.07)	
387 Pave 10th Street SE/Old Road	(73,554.10)	11,138.56	-	-	(62,415.54)	
397 Railroad Grant-Viaduct	58,562.14	55.47	-	-	58,617.61	
501 Cemetery Perp Care	288,821.91	120.16	-	-	288,942.07	3,942.07
600 Water (2016D Reserve \$67,000)	558,153.94	83,739.43	72,510.48	(17,005.00)	552,377.89	
601 Water Infrastructure Fee	897,347.94	16,513.98	729.32	-	913,132.60	
620 Customer Water Deposits	119,665.92	2,700.00	2,656.97	-	119,708.95	
640 Fuel	15,472.44	2,723.08	-	-	18,195.52	
670 Landfill	48,249.24	48,631.39	81,116.12	-	15,764.51	
671 Recycling	5,844.08	6,517.23	19,730.43	-	(7,369.12)	
672 ROW Trees Utility Fee	29,143.95	5,414.44	5,890.61	-	28,667.78	
680 Wellness Center	589.33	27,943.26	18,837.85	-	9,694.74	
698 Wellness Center Reserve	-	-	-	-	-	
700 Sewer/Waste Treatment	926,208.05	127,524.76	74,213.26	(51,709.00)	927,810.55	
701 Sewer Infrastructure Fee	128,725.86	5,450.99	-	(1,680.00)	132,496.85	
706 20th Street Lift Station	95,313.09	90.28	-	-	95,403.37	
	9,117,637.12	1,027,830.07	939,599.39		9,205,867.80	

ITEM #iii.

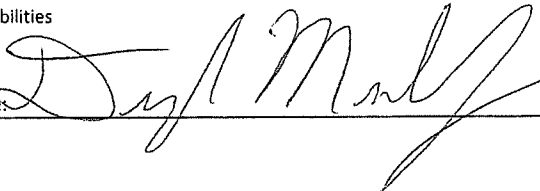
1,363.99

188,181.56

3,942.07

Fidelity 999-1003 and Community 999-1004 Money Market Accounts 7,880,777.88
 CD'S Cemetery \$285,000/Water Deposits \$100,000 385,000.00
 Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002 192,628.72
 Unapplied Accounts Receivable Hanger rent paid in advance \$5, Funeral Home credit balance \$150 (155.00)
 Balance Checking Account 999-1000 747,617.00
 Payroll Liabilities -

9,205,867.80 9,205,867.80

Signatures:  58 2/4/20

The Oelwein Public Library Board of Trustees will meet on Wednesday, February 12, 2020 at 5:00 p.m. at the Oelwein Public Library.

AGENDA

Roll Call

Agenda Approved

Minutes Approved

Correspondence and communications – Oelwein Student Services

Trustee Training – Library Collections – Adding Materials

Director’s Report – Mushroom Program, EV Grant

Friend’s Report – Chocolate Fest

Bills Approved –

Unfinished Business

Carpeting

Furnishings and Rugs

New Business

Policy Review – Bylaws p. 4

Adjournment

January Statistics

Circulation:

20 January: 5,465

19 January: 5,415

Computer Use:

20 January: 664

19 January: 646

Reference Questions:

Wireless: 1,698

Wireless: 1,941

20 January: 619

19 January: 525

Attendance:

20 January: 2,850 (102) Sunday

19 January: 3,269 (138) Sunday

New Patrons:

20 January: 34

19 January: 26

Program Attendance:

20 January: 171

19 January: 99

Acquisitions:

Books 109

CD’s 4

Movies 19

BRIDGES Downloads: 338

eBooks: 229

Audio: 106

eMagazines: 3

HOOPLA Downloads: 76

eBooks: 28

Audio: 26

Movies: 10

Comics: 7

Music: 2

TV: 3

32. (Tier 3) The library purchases or adds materials at regular intervals throughout the year to ensure a steady flow of new materials. On average, three percent or more of the collection is added each year. An average based on the last three years of additions will be used to determine this standard. Report all items added regardless of funding source. Include donated items.

THE BOARD OF TRUSTEES BYLAWS

OELWEIN PUBLIC LIBRARY

January 1996

Revised 12/28/2006; 4/17/2008

Reviewed 8/9/2010; 6/9/2011; 9/18/2014; 6/13/2017; 2/12/2020

ITEM #iv.

Library Board

1. According to the requirements of Chapter 3, Article VII, of the Code for the City of Oelwein, the board of trustees shall consist of five members to be appointed by the mayor, with the approval of the city council.
2. The general powers and duties of the board of trustees are outlined in Chapter 3, Section 3-130 to Section 3-138.
3. The Board shall exercise its powers and duties by:
 - a. Employing a competent and qualified library director.
 - b. Evaluate the performance and effectiveness of the Director in fulfilling his/her duties and responsibilities as prescribed in the Bylaws. This evaluation will be performed annually by the Board of Trustees and will be discussed with the Director at an April meeting of the Board.
 - c. Cooperating with the librarian in determining and adopting written policies to govern the operation and program of the library including personnel policies and policies governing the selection of library material, supplies and equipment.
 - d. Reporting to and cooperating with other public officials, boards, and the community as a whole to support a public relations program for the library.
 - e. Assisting in the preparation of and seeking adequate support for the annual budget.
 - f. Developing long-range goals for the library and working toward their achievement.

Officers

The officers of the Board will be President, Vice President and Secretary, who shall serve terms of 2 years. Elections shall be held at a June meeting of the Board. The duties of the officers are as follows:

1. The President will
 - a. preside at all meetings of the Board.
 - b. sign the monthly financial claims presented by the Director as an indication of the acceptance of the claims by the Board.
 - c. present the budget request to the City Council.
2. The Vice President will
 - a. perform such functions as may be assigned by the President or the Board.
 - b. perform all the functions of the President in his/her absence or disability.
3. The Secretary will
 - a. sign the monthly financial claims together with the President.
 - b. perform all the functions of the President in the simultaneous absence and/or disability of the President and Vice President.

Meetings

1. The board of trustees shall hold regular meetings monthly, date and hour to be determined by the board, at the library or such other place as the Board may determine.
2. The order of business for regular meetings shall include but not be limited to the following items:
 - a. Roll call
 - b. Approval of agenda
 - c. Disposition of minutes of previous meeting
 - d. Correspondence and communications
 - e. Friends of the Oelwein Public Library Report
 - f. City Council Liaison Report
 - g. Library Director's Report
 - h. Financial report and approval of expenditures
 - i. Unfinished business
 - j. New business
 - k. Other
 - l. Adjournment
3. An agenda for board meetings shall be prepared by the librarian, in cooperation with the of the Board of Trustees.
4. All meetings of the board shall be open to the public except for those sessions which may be closed under the provisions of Chapter 28A, Code of Iowa, Official Meetings Open to Public. Members of the public who wish to address the board should request a place on the agenda not later than twenty-four (24) hours before the time established for the meeting. The request may be directed to the President, the Secretary, or the librarian.
5. Roberts Rules of Order shall govern in the parliamentary procedure of the Board.
6. The Director is a non-voting, ex-officio member of the Board of Trustees.



Progress in the Fireplace Room

The room damaged when the fire sprinkler head was activated is starting to get back into shape. After fixing loose plastic and insulated needed areas, the drywall went back up on the ceiling and the walls. The contractor is doing an excellent job in protecting the tile floor, the stained glass, the fireplace, and the windows in preparation for taping the seams.

Funds from the insurance company have been received. Surprisingly, the sofa and chair style is still being manufactured by Cabot Wrenn though the fabric styles have changed. Three fabric styles are available that should be compatible. We should receive swatches by the end of the week.

Patrons miss reading by the fireplace, especially in winter! Staff have moved current magazines and newspapers in the new books section.



The Friends of the Library will host the Chocolate Festival on Friday, February 14 from 4:30-7:00 p.m. Buy a box of chocolate for you and your Valentine, sit back and relax while you listen to easy-listening music performed by Bruce Beringer, and sample some craft beer.



How to Cultivate Mushrooms on Hardwood – Thursday, February 20 4:00 p.m.

Learn from experienced mushroom log cultivators how to grow small scale log-grown gourmet and medicinal mushrooms. Get hands-on experience in the inoculation process. Sponsored by the Friends of the Library.

Pricing for the CF Stinson PENELOPE, color: TBD

#1253 – Kennet 2-Seat Sofa, 57”w x 36”d x 34”h

Fully upholstered in CF Stinson PENELOPE

Wood finish: **TBD** (oiled mahogany no longer available, Mahogany is an option)

Cost per sofa: \$2,190.00

#4048 – Fusion Lounge Chair, 31.5”w x 30.75”d x 32.25”h

Fully upholstered in CF Stinson PENELOPE

Wood finish: **TBD** (oiled mahogany no longer available, Mahogany is an option)

Cost per chair: \$1,632.50

For fabric swatch and spec sheet - <https://www.cfstinson.com/Finishes/detail.jsp?lid=1001&fid=829848>Pricing for the CF Stinson HUSH, color: TBD

#1253 – Kennet 2-seat Sofa, 57”w x 36”d c 34”h

Fully upholstered in CF Stinson HUSH

Wood finish: **TBD** (oiled mahogany no longer available, Mahogany is an option)

Cost per sofa: \$2,377.50

#4048 – Fusion Lounge Chair, 31.5”w x 30.75”d x 32.25”h

Fully upholstered in CF Stinson HUSH

Wood finish: **TBD** (oiled mahogany no longer available, Mahogany is an option)

Cost per chair: \$1,750.00

For fabric swatch and spec sheet - <https://www.cfstinson.com/Finishes/detail.jsp?lid=1001&fid=753026>Pricing for the CF Stinson LUCENT, color: TBD

#1253 – Kennet 2-seat Sofa, 57”w x 36”d c 34”h

Fully upholstered in CF Stinson LUCENT

Wood finish: **TBD** (oiled mahogany no longer available, Mahogany is an option)

Cost per sofa: \$2,741.70

#4048 – Fusion Lounge Chair, 31.5”w x 30.75”d x 32.25”h

Fully upholstered in CF Stinson LUCENT

Wood finish: **TBD** (oiled mahogany no longer available, Mahogany is an option)

Cost per chair: \$2,006.33

For fabric swatch and spec sheet - <https://www.cfstinson.com/Finishes/detail.jsp?lid=1001&fid=326140>Estimated NET freight for (1) sofa and (1) lounge chair shipping to Iowa = **\$317.10*****this pricing does NOT include the upcharge for the lift gate, as Cabot Wrenn is waiting for the quote from the freight company. I will send the corrected freight costs to you as soon as we hear.**

Thank you,
Sarah Hart Hall
 hartassociates