



Agenda

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

May 09, 2022
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Lynda Payne

Council Members: Karen Seeders, Tom Stewart, Matt Weber, Dave Garrigus, Dave Lenz

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

Consent Agenda

1. Consideration of a motion to approve the April 25, 2022 minutes.

Ordinances

2. Consideration of an Ordinance Amending Chapter 22 Vehicles and Traffic Article IX Snowmobiles and All Terrain Vehicles. - Second Reading

Motions

3. Consideration of a motion to set a public hearing amending the Fiscal Year 2021-2022 budget on May 23, 2022 at 6:00 PM at the Oelwein Council Chambers.
4. Consideration of a motion to set a public hearing regarding the sale of 516 1st Ave NW to Charlie Shannon on May 23, 2022 at 6:00PM in the Oelwein Council Chambers.
5. Consideration of a motion authorizing Mayor DeVore's signature on the Quit Claim Deed to Arthur C. Schlumbohm.
6. Consideration of a motion directing the City Administrator and City Attorney to draft an ordinance allowing golf carts on City streets.
7. Consideration of a motion to amend the contract for City Administrator, Dylan Mulfinger.
8. Consideration of a motion approving Mayor DeVore's signature on the Security Assessment contract as presented by BerganKDV.

- [9.](#) Consideration of a motion discussing the Planning, Finance, Enterprise, and Economic Development committee's decision regarding the Williams Center for the Arts Hotel/Motel Tax Funding request in the amount of \$1,500.

Council Updates

Mayor's Report

- [A.](#) Consideration of a motion appointing Cindy Noll to the Zoning Board of Adjustment.

City Attorney's Report

- [A.](#) City Attorney

City Administrator's Report

- [A.](#) City Administrator.

Adjournment

- [ii.](#) Additional Information.
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In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 319-283-5440



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
April 25, 2022 - 6:00 PM

Pledge of Allegiance

Call to Order

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

Roll Call Present: Payne, Stewart, Weber, Garrigus, Seeders
 Also Present: Mulfinger, Rigdon, Dillon
 Absent: Lenz

Additions or Deletions

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

Motion carried.

Citizens Public Comments

1. Arbor Day Proclamation.

Mayor DeVore signed and presented the proclamation to Parks Department Superintendent Joshua Johnson and Parks Board Members Jeff Milks and Bill Brownell.

Consent Agenda

2. Consideration of a Motion to approve the April 11, 2022 minutes.
3. Consideration of a Motion renewing the Class E License for Oelwein Liquor.
4. Consideration of a Motion issuing a Class B Beer Permit to Oelwein Celebrations.
5. Consideration of a Motion to approve the Claims Resolution in the amount of \$774,489.69.

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

Motion carried.

Public Hearing

6. Public Hearing on proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the construction of the rehabilitate Runway, Taxiway and Apron at the Oelwein Municipal Airport.

Mayor DeVore opened the hearing. Weber questioned why there was a large variance in the line items between the two bids (Fahrner Asphalt Sealers \$330,555.95 and Ambrozi Contracting \$473,865.00). David Hughes, the AECOM airport project engineer, assured council both bids are accurate and have large variations on the cost. No other written or oral comments were received. Mayor DeVore closed the hearing.

Ordinances

7. Consideration of an Ordinance Amending Chapter 22 Vehicles and Traffic Article IX Snowmobiles and All-Terrain Vehicles. - First Reading

A motion was made by Stewart, seconded by Garrigus to adopt the first reading of an Ordinance Amending Chapter 22 Vehicles and Traffic Article IX Snowmobiles and All-Terrain Vehicles.

Ayes: Payne, Stewart, Weber, Garrigus, Seeders

Nays: None

Absent: Lenz

Motions

8. Consideration of a Motion to apply for Federal Assistance SF-424 for the Airport Re-pavement Project.

A motion was made by Stewart, seconded by Seeders to apply for Federal Assistance SF-424 for the Airport Re-pavement Project. All voted aye. Motion carried.

9. Consideration of a Motion to award the bid of the Airport Rehabilitation Project to Fahrner Asphalt Sealers, Inc. in the amount of \$330,555.95.

Two bids were received:

Fahrner Asphalt Sealers \$330,555.95; Ambrozi Contracting \$473,865.00

A motion was made by Stewart, seconded by Garrigus to award the bid for the Airport Rehabilitation Project to Fahrner Asphalt Sealers, Inc. All voted aye. Motion carried.

10. Consideration of a Motion to approve a contract for Construction-Related Services for pavement rehabilitation of Runway 13/31 with AECOM.

A motion was made by Stewart, seconded by Payne to approve a contract for Construction-Related Services for pavement rehabilitation of Runway 13/31 with AECOM. All voted aye. Motion carried.

11. Consideration of a Motion to accept proposals for rental inspection services.

A motion was made by Weber, seconded by Seeders to accept proposals for rental inspection services. All voted aye. Motion carried.

Committee Reports

12. Report from Payne on the Library Board Meeting.

Full minutes can be found at oelwein.lib.ia.us/about/library-board-minutes-1

City Attorney's Report

City Attorney Dillon reported two cases dismissed by the magistrate, that the city had appealed, resulted in the city receiving their money back.

Executive Session

2. Consideration of a Motion to go into closed session in accordance of Iowa Code 21.5 Section 1 I to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

A motion was made by Weber, seconded by Seeders to enter a closed session at 6:12 PM. All voted aye.

Motion carried.

3. Consideration of a Motion to return to regular session.

A motion was made by Seeders, seconded by Weber to return to regular session 7:07 PM. All voted aye.

Motion carried.

4. Consideration of a Motion to discuss the City Administrator's contract.

A motion was made by Seeders, seconded by Weber to discuss the City Administrator's contract. All voted aye.

Motion carried.

Council reviewed the City Administrator's contract making adjustments and to be brought back to next meeting for approval. A motion was made by Stewart, seconded by Seeders to approve a wage increase, ICMA credentialed manager school funding, and \$25.00 per month to procure leadership/city management books that would stay with the city. All voted aye. Motion carried.

Adjournment

A motion was made by Seeders, seconded by Payne to adjourn the meeting at 7:22 PM. 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 April 25, 2022 and copy of said proceedings was furnished to the Register April 28, 2022.

Dylan Mulfinger, City Administrator

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 VEHICLES AND TRAFFIC ARTICLE IX SNOWMOBILES AND ALL-TERRAIN VEHICLES OF THE CODE OF ORDINANCES OF THE CITY OF OELWEIN, IOWA

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

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by adding the following to Chapter 22 Vehicles and Traffic Article IX Snowmobiles and All-Terrain vehicles. The purpose of this ordinance is to update the ordinance to include utility terrain vehicles (UTV's).

Section 2. The original Code section 22-210 to 22-213 shall be deleted in its entirety and replaced with the following:

ARTICLE IX
SNOWMOBILES AND UTILITY TERRAIN VEHICLES

SECTION 22-210. PURPOSE.

To provide reasonable rules and regulations for the maintenance and operation of snowmobiles and utility terrain vehicles (UTV's) and to establish areas where snowmobiles and utility terrain vehicles may be used for the safety and general welfare in the City of Oelwein, Iowa.

SECTION 22-211. DEFINITIONS.

1. For use within this Article, unless the context otherwise requires, all the terms used in this Article shall have the same meaning as those set forth in Iowa Code Section 321G.1.
2. "UTV s" (Utility Terrain Vehicles) means a motorized flotation-tire vehicle with not less than four and not more than eight low-pressure tires that is limited in engine displacement to less than 1,500 cubic centimeters and in total dry weight of not more than 1,900 pounds and that has a seat which is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control.
3. "Highway" means any street, alley, avenue, boulevard or other roadway square or public places open to public travel in this City. (Ord. 17-68 § 1 (8), 1969)

SECTION 22-212 REGISTRATION

1. No person shall operate an UTV or snowmobile on any approved roadway, for any purpose, unless the operator possesses a City of Oelwein permit to do so, issued by the Oelwein Police Chief, or their designee.
2. The Oelwein Police Department shall not issue a permit until the owner/operator has provided the following:
 - a. Evidence that the operator is at least 18 years of age and in possession of a valid Iowa driver's license.
 - b. Proof that the UTV or snowmobile is registered with the Iowa DNR.
 - c. Proof that the owner and operator have liability insurance covering operation of UTVs or snowmobile on approved City roadways in the amount required by the Code of Iowa.

3. The fee for such City permits shall be set by the city of Oelwein by Resolution and shall be valid for one (1) calendar year from January 1st through December 31st. Permit fees will not be pro-rated.
4. All permits shall be issued for a specific snowmobile or UTV. Permit holders will be issued a number and a sticker to affix to the left rear of the vehicle in a place that can be easily seen by others viewing said vehicle from behind.
5. The permit shall be suspended for 30 days for a first offense; 90 days for a second offense; and a permanent revocation for the third offense occurring within a twelve-month period for any violation occurring while operating an UTV or snowmobile of Iowa Code Chapters 321 or this ordinance.
6. The permit may be suspended or revoked by any law enforcement officer upon finding evidence that the permit holder has violated the conditions of the permit or has abused the privilege of being a permit holder. There shall be no refund of the permit fee.
7. Only UTVs that are part of a fundraiser or community event are exempt from registration. Snowmobiles passing through Oelwein on a clearly marked route or that are part of a fundraiser or community event are exempt from registration.

SECTION 22-212. OPERATION LIMITATIONS SNOWMOBILES

1. Any person may operate and use a snowmobile upon the city streets with the exception of Highways 150 and 3 and all public right-of-way, streets and alleys in the C-1 Central Business District, taking the most direct street to the corporate limits of the City, except that a registered snowmobile may be operated upon a prohibited city street, other than a state highway, under the following conditions:
 - A. Upon a city street which has not been plowed during the snow season;
 - B. Upon a city street in an emergency during the period of time when and at locations where snow upon the roadways render travel by conventional motor vehicles impractical.
2. A snowmobile may make a direct crossing of a prohibited street or highway provided:
 - A. The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing; and
 - B. The snowmobile is brought to a complete stop before crossing the shoulder or main traveled way of the highway; and
 - C. The driver yields the right of way to all oncoming traffic which constitutes an immediate hazard;
3. Each snowmobile operated within the city shall be equipped with at least one head lamp and one tail lamp that comes standard from the manufacturer, which shall be lighted during the operation on a public street at any time from sunset to sunrise, and at such times when conditions such as fog, snow, sleet or rain provide insufficient lighting to render clearly discernible persons and vehicles at a distance of five hundred feet ahead.
4. Every snowmobile shall be equipped with brakes which conform to standards prescribed by the department of transportation.
5. Snowmobile shall not be operated without suitable and effective muffling devises which limit engine noise to not more than eighty-six decibels as measured on the "A" scale at a distance of fifty feet, except a snowmobile, manufactured after July 1, 1973, which shall have a muffler system that limits engine noise to not more than eighty-two decibels as measured on the "A" scale at a distance of fifty feet, and a snowmobile manufactured after July 1, 1975, which shall have a muffler system that limits engine noise to not more than seventy-eight decibels as measured on the "A" scale at a distance of fifty feet.

6. Deleted. (Ord. No. 1010, 02-10-2003.)
7. A snowmobile shall not be operated at a rate of speed greater than reasonable or proper under all existing conditions. In no event shall an all-terrain vehicle or snowmobile be operated upon a public street at a rate of speed in excess of the posted speed limit.
8. A snowmobile shall not be operated in a careless, reckless or negligent manner so as to endanger the person or property of another or to cause injury or damage thereto.
9. A snowmobile shall not be operated while the operator is under the influence of intoxicating liquor or narcotics or habit-forming drugs.
10. No person shall operate any snowmobile upon any sidewalk or public right-of-way outside the curb line of the street or alley.
11. A person, after having received a visual or audible signal from a police officer to come to a stop, shall not operate a snowmobile in willful or wanton disregard of the signal or interference with or endanger the officer or any other person or vehicle, or increase speed or attempt to flee to elude the officer.
12. A snowmobile shall not be operated on or across a city street or public highway by a person under eighteen years of age who does not have in the person's possession a safety certificate issued to the person by the State of Iowa.
13. No person shall operate a snowmobile on private property of another without prior permission.

Snowmobiles shall be defined pursuant to Iowa Code 3211.1 and 3216.1(20). (Ord. No. 1120, 6-26-2012.)

SECTION 22-213 OPERATION LIMITATIONS UTV

1. A person shall not drive or operate an UTV:
 - a. Unless they are 18 years of age, have a valid driver's license-are registered with the Iowa Department of Natural Resources (IDNR) with properly displayed registration decal and have a valid proof of insurance on their UTV OR
 - b. Operators under the age of 18 and who possess a valid driver's license and have a valid IDNR Certification for Off-Road Utility Vehicle education course.
2. Passengers under the age of 18 shall have an approved helmet.
3. Operators shall abide by all traffic laws and posted traffic signs.
4. No person shall operate a UTV without brakes, a lighted Iowa Department of Transportation approved headlight and taillight to render clearly discernible persons and vehicles at a distance of five hundred feet ahead and back, and, have a minimum one mirror to allow visibility to a minimum distance of 200 feet behind the vehicle. All headlight and taillight equipment must come standard with the equipment from the manufacturer to be approved.
5. No person shall operate a UTV in a careless, reckless, or negligent manner endangering the person or property of another or causing injury or damage to the same.
6. No person shall operate a UTV with more persons on the vehicle than it was designated to carry.
7. The operator and passengers of an UTV shall wear the seatbelt or harness as so equipped by the manufacturer
8. All passengers must be properly seated while the UTV is in motion.
9. No children under the age of six are permitted on a UTV.
10. No person shall operate a UTV on private property without the consent of the property owner.
11. No person shall operate a UTV on recreational bike/walking trails or sidewalks.
12. UTV's are prohibited from operating on the following roadways:

- a) A state highway
13. The UTV can cross state highways in order to access an approved roadway

SECTION 22-214 NEGLIGENCE

1. The owner and operator of a UTV are liable for any injury or damage occasioned by the negligent operation of the UTV.
2. All persons who operate or ride on UTVs on streets inside the city limits of Oelwein do so at their own risk and peril. The city has no liability under any theory of liability, for UTV s that are operated on the highway of the city.

SECTION 22-215 ACCIDENT REPORTS

1. Whenever a UTV is involved in an accident resulting in injury or death to anyone or property damage amounting to one-thousand-five-hundred dollars (\$1,500.00) or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer as required under Iowa Code Sections 3211.11 and 321.266.

SECTION 22-216 EXEMPT VEHICLES.

1. Ambulance, Fire, Law Enforcement, and Oelwein Public School UTV s are exempt from these hours of operation and areas prohibited in performance of their duties.
2. Special events can be exempt from UTV hours of operation and areas prohibited only with the prior approval of the Oelwein City Council. (i.e., Oelwein Celebration, Oelwein Homecoming, Old Thyme Christmas, etc.)

SECTION 22-217 STREET ETIQUETTE.

1. Except when executing a left turn, UTV's shall be driven as close as practical to the right-hand edge of any highway.
2. When two or more UTV s are being operated in the same direction and in the general vicinity on a highway, they shall proceed in single file.
3. A UTV may be parked on a highway or parking lots only in designated parking spaces.

SECTION 22-218 VIOLATION & PENALTIES.

Violation of this Ordinance constitutes a Simple Misdemeanor. The scheduled fine for violation of this section shall be two hundred and fifty dollars (\$250.00) plus all applicable court costs and fees.

1. All ordinances or parts of ordinances which conflict herewith are repealed.
2. Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudge invalid or unconstitutional.
3. This ordinance shall be in full force and effect from and after its passage and publication, as provided by law from and after the 1st day of July, 2022.

(Ord. No. 473, 2-28-72; Ord. No. 514, Section 1, 1-17-75; Ord. No. 564, Section 1, 4-11-77; Ord. No. 909, 1-23-95.)

State law reference – Section 321G.1 (2), Code of Iowa.

SECTIONS 22-220 - - 22-229. Reserved.

Section 3. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This Ordinance shall become effective upon the date specified above.

First reading – April 25, 2022
 Second reading – May 9, 2022
 Third reading –

Passed and adopted by the City Council of the City of Oelwein, Iowa, this _____ day of

_____.

 Brett DeVore, Mayor

Attest:

 Dylan Mulfinger, City Administrator

Recorded _____, 2022.

 Dylan Mulfinger, City Administrator

First Reading on April 25, 2022:

It was moved by Stewart and seconded by Garrigus that the Ordinance as read be adopted, and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

Garrigus	x		
M Weber	x		
Payne	x		
Lenz			x
Stewart	x		
Seeders	x		

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

AYES NAYS ABSENT ABSTAIN

Garrigus
 M Weber
 Payne
 Lenz
 Stewart
 Seeders

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

AYES NAYS ABSENT ABSTAIN

Garrigus
 M Weber
 Payne
 Lenz
 Stewart
 Seeders

**REAL ESTATE CONTRACT-INSTALLMENTS
Recorder's Cover Sheet**

Preparer Information: Patrick B. Dillon, 209 E 1st Street, Sumner, IA 50674, Phone: 563 578-1850

Taxpayer Information: Charlie Shannon, 516 1st Ave. NW, Oelwein, IA 50662

Return Document To: Patrick B. Dillon, 209 E 1st Street, Sumner, IA 50674

Grantors: City of Oelwein

Grantees: Charlie Shannon

Legal Description: See Page 2

Document or instrument number of previously recorded documents: _____



REAL ESTATE CONTRACT-INSTALLMENTS

IT IS AGREED on _____, 2022, by and between City of Oelwein of the County Fayette, State of Iowa, ("Sellers"); and Charlie Shannon of the County Fayette, State of Iowa, as a single person ("Buyers");

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to purchase the following described real estate situated in the County of Fayette, State of Iowa, to-wit:

Lot 8, Block 13, Martins Third Addition to Oelwein, Fayette County, Iowa

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

1. **TOTAL PURCHASE PRICE.** The Buyers agree to pay for said property the total of \$3784.00 due and payable at 20 2nd Ave. SE, Oelwein, Fayette County, Iowa, as follows: As part of purchase price, Buyer, at his expense, is required to remove roof and shingle roof; Remove siding and replace, replace windows, repair front drainage tile. These items of repair are considered essential to the contract and failure to performed them is equivalent to a failure to pay.

Upon completion of all the above repairs, Buyer to pay to seller \$3081 in back taxes and \$703 in transfer of ownership. To be completed and paid by December 1, 2022.

2. **POSSESSION.** Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on execution of contract; and thereafter so long as they shall perform the obligations of this contract. If Buyers are taking subject to the rights of lessees and are entitled to rentals therefrom on and after date of possession, so indicate by 'yes' in the space following: No.
3. **TAXES.** Buyer shall pay all taxes upon the property.
4. **SPECIAL ASSESSMENTS.** Buyer shall pay the special assessments against this property:
5. **INSURANCE.** Except as may be otherwise included in the last sentence of paragraph 1(b) above, Buyers as and from said date of possession, shall constantly keep in force insurance, premiums therefore to be prepaid by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Sellers may reasonably require on all buildings and improvements, now on or hereafter placed on said premises and any personal property which may be the subject of this contract, in companies to be reasonably approved by Sellers in an amount not less than the full insurable value of such improvements and personal property or not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as their interests may appear. Sellers' interest shall be protected in accordance with a standard or union-type loss payable clause. **BUYERS SHALL PROMPTLY DEPOSIT SUCH**

POLICY WITH PROPER RIDERS WITH SELLERS for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

6. **CARE OF PROPERTY.** Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers shall not use or permit said premises to be used for any illegal purpose.
7. **LIENS.** No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.
8. **ADVANCEMENT BY SELLERS.** If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Seller may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Sellers, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, see paragraph 5 above.)
9. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. Failure to promptly assert rights of Sellers herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.
10. **EXCEPTIONS TO WARRANTIES OF TITLE.** The warranties of title in any Deed made pursuant to this contract (See paragraph 14) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) As limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after equitable title passes to Buyers;
11. **APPROVAL OF ABSTRACT.** Buyers have not examined the abstract of title to this property and such abstract is not accepted.
12. **FORFEITURE.** If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

13. **ATTORNEY'S FEES.** In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Sellers, or in any other case permitted by law in which attorney's fees may be collected from Buyers, or imposed upon them, or upon the above described property, Buyers agree to pay reasonable attorney's fees.
14. **INTEREST ON DELINQUENT AMOUNTS.** Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.
15. **ASSIGNMENT.** In case of the assignment of this contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract.
16. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such personal property shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereto against all such personal property.
17. **CONSTRUCTION.** Words and phrases herein, including acknowledgments hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
18. **LEAD-BASED PAINT NOTICE.** If applicable, see attached Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard.
19. **CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
20. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.**

Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

21. SPECIAL PROVISIONS.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: _____

Charlie Shannon, Buyer

Item of Forfeiture:

If city documents someone living on the property, prior to the completion of this contract, it shall be considered a violation of the contract that may result in forfeiture of the contract.

Should there be an event where to the Oelwein Police or other enforcement agency is called to the property the City Administrator will contact Charlie Shannon and discuss the issues the occurred. If the issues are not remedied to the satisfaction of the seller, the seller may in its sole judgment, Forfeit the contract.

Charlie Shannon, Buyer

516 1st Ave. NW
Oelwein, IA 50662

City of Oelwein, Iowa, a municipality

By _____
Brett DeVore, Mayor

By _____
Dylan Mulfinger, City Administrator

NOTARY

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____,
by Brett DeVore, as Mayor, of City of Oelwein, Iowa a municipality.

Signature of Notary Public

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____,
by Dylan Mulfinger, as City Administrator, of City of Oelwein, Iowa a municipality.

Signature of Notary Public

STATE OF IOWA, COUNTY OF FAYETTE

This record was acknowledged before me on _____, by Charlie Shannon.

Signature of Notary Public

Return To: Patrick B. Dillon, 209 E 1st Street, Sumner, IA 50674

Taxpayer:

Preparer: Patrick B. Dillon, 209 E 1st Street, Sumner, IA 50674, Phone: 563 578-1850



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, City of Oelwein, Iowa, an Iowa municipality, does hereby Quit Claim to Arthur C. Schlumbohm and Kathryn M. Schlumbohm all our right, title, interest, estate, claim and demand in the following described real estate in Fayette County, Iowa:

This deed is exempt according to Iowa Code 428A.2(6).

30 feet on the South of Lot 4, Block 2, Wing's 2nd Addition to Oelwein, and 8 feet on the East of said 30 foot strip, and 8 feet of the East of Lots 1, 2, 3 and 4 in said Block.

This conveyance is without consideration as is to correct a missing conveyance contemplated by Oelwein Resolution filed 3 April 2017 17 MISC 466-470

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: May 10, 2022 _____.

City of Oelwein, Iowa, a municipality

By _____
Brett DeVore, Mayor

By _____
Dylan Mulfinger, City Administrator

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on May 10, 2022,
by Brett DeVore, as Mayor, of City of Oelwein, Iowa a municipality.

Signature of Notary Public

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on May 10, 2022,
by Dylan Mulfinger, as City Administrator, of City of Oelwein, Iowa a municipality.

Signature of Notary Public



To: Mayor and City Council

From: Dylan Mulfinger

Subject: Administrator's Council Agenda Memo

Date: 4/25/2022

On April 25, the Planning, Finance, Enterprise, and Economic Development Committee directed the City Administrator to place an agenda item allowing all of Council to provide direction on a golf cart ordinance. This vote will direct the City Administrator to work with the City Attorney on the best place for the radiance and the contents of the ordinance.

The City Administrator recommends letting the UTV settle in and then work on golf carts in 2023.

Ordinance No.

AN ORDINANCE CREATING A NEW CHAPTER GOLF CART AND UTILITY TRAIL VEHICLES REGULATIONS

BE ORDAINED by the City Council of the City of Oelwein, Iowa establishing Oelwein City Code Section **1** _____ Golf Cart and Utility Trail Vehicles is hereby admitted

_____ **PURPOSE:** The purpose of this chapter is to permit the operation of golf carts, as authorized by Section 321.247 of the Code of Iowa, on certain streets in the city. This chapter applies whenever a Golf Cart is operated on any city street or alley, subject to those exceptions stated herein.

_____ **DEFINITIONS:** 1. "Golf cart" means a four-wheeled recreational vehicle generally used for the transportation of person(s) in the sport of golf. Note that a vehicle with appearance of a "golf cart" but satisfying the requirements of 49 CFR 571.500 (i.e., is a "low speed vehicle") is not subject to this chapter but rather to the Code of Iowa 321.3 81 A.

_____ **OPERATION OF GOLF CARTS PERMITTED:** Golf carts may be operated upon the streets of the City by persons possessing a valid Iowa operator's license and at least sixteen (16) years of age, except as prohibited.

_____ **REQUIRED EQUIPMENT:** Golf Carts operated upon City streets shall be equipped with at least the following:

1. A slow moving vehicle sign.
2. An orange safety flag, the top of which shall be a minimum of five (5) feet above the ground level.
3. Adequate and functional brakes.
4. Rear view or side mirrors.
5. Adequate exhaust and muffler system.
- 6.

_____ **HOURS OF OPERATION:** Golf carts may be operated on City streets only between sunrise and sunset, as established by the National Weather Service, at which time said operations shall cease. Ambulance, Fire, Law Enforcement, and Oelwein Public School golf carts are exempt from these hours of operation hours in performance of their duties.

_____ **SPEED:** Golf carts shall be subject to posted speed limits.

_____ **PASSENGERS:**

1. All passengers must be properly seated while the golf cart is in motion.
2. No person shall operate a golf cart with more persons on the vehicle than it was designated to carry or have more than one person per seat (two per bench seat). No more than two passengers may ride in the back seat if said seat exists.
3. No part of any rider or operator may extend beyond the sides of the vehicle.
4. No children under the age of six are permitted on a golf cart.

_____ **OPERATION:**

1. Except as noted otherwise, herein, any person operating a golf cart on City streets or alleys shall adhere to all traffic signs and signals, and all other City of Oelwein and State of Iowa traffic rules and regulations and shall obey the orders and direction of any law enforcement officer authorized to direct or regulate traffic, or the direction of a fire department officer during a fire.
2. No person shall operate a golf cart in a careless, reckless, or negligent manner endangering the person or property of another or causing injury or damage to the same.
3. This ordinance forbids the operation of golf carts on:
 - a. Any recreational, bike or walking trail unless the trail is specifically designed to allow the use of motor Vehicles.
 - b. Sidewalks.
 - c. City parks or any other land owned by the City, unless permission is granted by the city council.
 - d. Private property without the consent of the property owner.
 - e. Primary Road extensions through the city limits, however Golf Carts may cross these roads at approximately a ninety (90) degree angle after yielding the right of way to cross traffic.

Ambulance, Fire, Law Enforcement, and Oelwein Public School golf carts and are exempt from these restrictions in performance of their duties.

3. Street Etiquette:

- a. Except when executing a left turn, golf carts and shall be driven as close as practical to the right-hand edge of any street or alley.

b. When necessary to prevent congestion of traffic, golf carts and shall be pulled to the right-hand edge of streets and be stopped to allow other motor vehicles traveling in the same direction to pass.

c. When two or more golf carts or are being operated in the same direction and general vicinity on a city Street or Alley, they shall proceed in single file.

4. Parking:

a. A golf cart or may be parked on City streets or parking lots only in designated parking spaces.

5. Negligence

a. The owner and operator of a golf cart are liable for any injury or damage occasioned by the negligent operation of the golf cart.

b. All persons who operate or ride on golf carts on streets inside the city limits of Oelwein do so at their own risk and peril. The city has no liability under any theory of liability, for golf carts that are operated on the streets of the city.

7. Accident reports

a. Whenever a golf cart is involved in an accident resulting in injury or death to anyone or property damage amounting to one thousand five hundred dollars (\$1,500.00) or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer as required under Iowa Code Sections 321.11 and 321.266.

_____ **PERMITS:** Golf carts and must be registered with the City of Oelwein before operating on any public street or alley.

1. A permit shall be issued once the owner has provided the following:
 - a. Proof that the owner has liability insurance covering operation of a golf cart or on city streets with limits of liability at least as great as those required by the Code of Iowa chapter 321A.1(1) as amended.
 - b. Inspection and approval by the Police Department of the City of Oelwein.

2. Any golf cart operated on the City streets shall display the City of Oelwein permit sticker prominently on the rear left fender or similar component.
3. All applications shall uniquely identify the name (s) and address (s) of the owner and shall be for specific golf cart, as evidenced by its serial number.
4. The fee for such permits shall be forty-five dollars (\$45.00) per 3-year period. The fee will not be prorated for permit its purchased during the year. The fee will not be refunded if the golf cart is sold, or the permit is suspended or revoked.
5. All permits will expire on December 31 of the third year. Permits may be purchased at any time.
6. The permit may be suspended or revoked
7. Businesses selling Golf Carts are exempt from having to obtain permits.
8. must comply with all applicable state regulations.

SPECIAL EVENTS EXEMPTION REQUIRES APPROVAL OF THE CITY COUNCIL

1. Special Events will be exempt from obtaining a Golf Cart permit only with the approval of the Oelwein City Council.

10.51.10 VIOLATION AND PENALTY:

1. A violation of this ordinance shall be considered a simple misdemeanor subject to a fine of \$750.00.

To all of the above fines shall be added the surcharge and costs pursuant to the Iowa Code and the Oelwein City Code.

Section II. All ordinances or parts of ordinances which conflict herewith are repealed.

Section III. Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or

any section, provision, or part thereof not adjudge invalid or unconstitutional.

Section IV. This ordinance shall be in full force and effect from and after its passage and publication, as provided by law from and after the _____ day of _____, 2022.

1st Reading was Passed, approved, and adopted this ____ day of _____, 2022.

2nd Reading was Passed, approved, and adopted this ____ day of _____, 2022.

3rd Reading was Passed, approved, and adopted this ____ day of _____, 2022.

Sample

Employee Agreement

THIS AGREEMENT is made and entered into this 28th day of March, 2016, between the City of Oelwein, Iowa (the City), and Dylan Mulfinger (the City Administrator). The official start date for Dylan Mulfinger is April 18, 2016.

Updated May of 2022 by City Council to reflect annual negotiations.

BACKGROUND FACTS

1. The City wishes to employ the services of as City Administrator of the City of Oelwein, Iowa.
2. The City and Dylan Mulfinger desire to provide for certain procedures, benefits and requirements regarding the employment of Dylan Mulfinger by the City.
3. Dylan Mulfinger wishes to accept employment as City Administrator of Oelwein, under the terms and conditions of this agreement.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

1. Duties: City agrees to employ Dylan Mulfinger as the City Administrator of the City of Oelwein to perform all duties as specified by law and ordinance and perform such other proper duties as assigned by the City Council.
2. Compensation: Dylan Mulfinger shall receive an annual salary of \$115,919.96, payable as a biweekly salary of \$4,458.46. Approved by salary resolution in 2022. The City Administrator will receive an initial performance evaluation November 1st, 2016 and thereafter an annual performance evaluation during the month of April of each year. An adjustment in salary for the City Administrator shall be considered after twelve (12) months, provided Mr. Mulfinger has an acceptable performance review. Additional future salary adjustments will be granted at the same time as for other management employees and are subject to Council approval and completion of a satisfactory performance evaluation.
3. Terms and Conditions: The City Administrator will serve at the will of the Council and may be terminated with or without cause at any time. Any of the following will constitute termination with cause and would result in no severance:
 - a. Willful neglect of duty.
 - b. Gross inefficiency or incompetence in office that is not corrected after a reasonable written notice.
 - c. Malfeasance in office.
4. Termination without cause shall require the affirmative vote of four (4) council members. Should the City terminate the employment of the City Administrator without cause, he will receive six (6) months' severance pay and benefits.
5. If the City Administrator decides to terminate employment, he will provide the City a minimum of 60 days' notice of intent to terminate.

6. Iowa Public Employees Retirement System (IPERS): City will contribute to City Administrator's IPERS benefit as statutorily established, currently 10.27% of yearly salary.
7. Insurance Coverage: The City Administrator will be provided insurance coverage at the same rate as other non-union City Employees.
8. Vacation, Holidays, and Sick Leave:
 - a. The City Administrator will be granted twenty (20) days per year of vacation time on April 18th of each year beginning April 18th, 2022. Up to ten days of unused vacation time may carry over to the following year. Future increases in vacation benefits shall be as follows:
 - 1 - 15 years of service = 20 days
 - 18 years of service = 22
 - days 20 years of service = 25 days
 - 25 years of service = 30 days
 - b. The City Administrator will be granted the same number of holidays as other City employees.
 - c. The City Administrator will be granted five (5) days of banked sick leave upon employment and shall earn additional sick leave at the rate other employees earn sick leave (18 days per year). All other provisions of the sick leave policy will apply to the City Administrator.
 - d. Personal leave days shall follow the employee personnel manual during the fiscal year. The employee will be allowed to carry over up to five (5) days each fiscal year.
 - e. City Administrator shall accrue 12 hours of sick leave per month up to a maximum of 130 days in what will be classified as an "initial bank of sick leave". The initial bank of sick leave of one hundred and thirty (130) days ("Initial Bank"), can only be used in the event of an illness or injury. In addition, during times when the initial bank of sick leave is at its maximum accrual, City Administrator shall earn a "Secondary Bank" of sick leave. This will be earned at a rate of twelve hours of sick leave per month, cumulative, for a maximum of 130 days of "Secondary Banked" time. This sick leave can only accumulate when the employee is at the maximum amount allowed of "Initial Banked" time. This sick leave shall be paid, upon retirement from the City of Oelwein, in the form of family health insurance as described below:
 - 40 "banked" days = 8 weeks of health insurance
 - 60 "banked" days = 12 weeks of health insurance
 - 100 "banked" days = 20 weeks of health insurance
 - 130 "banked" days = 26 weeks of health insurance
9. City Administrator may use up to forty (40) hours of sick leave, per contract year, for an emergency illness in the employees immediate family. Immediate family includes spouse, children or any permanent member of the employee's immediate household.
10. City Administrator will be granted up to four (4) days funeral leave, with the approval of the Mayor, to arrange and attend the funeral of the employee's spouse, children or stepchildren, children's spouse, parents or stepparents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren or permanent member of the

- immediate household. Any such leave shall be for scheduled workdays for the City Administrator only, which fall within the period commencing with the death and extending through the day of the funeral. The above leave with pay is intended to cover travel but in special cases involving travel in excess of 200 miles, one-way, the Mayor agrees to grant additional leave, i.e. vacation or personal days, without pay; not to exceed two (2) days.
11. City Administrator may accumulate one personal day for not utilizing any sick leave between the months of January thru June and July thru December. This will allow for a maximum of two (2) additional personal days to be earned each calendar year. These personal days will be cumulative.
 12. Business Expenses: City will reimburse the City Administrator for all reasonable employment related expenses including, but not limited to, meals, one local civic club membership.
 13. Wellness Center membership: The City will provide the administrator with a family membership to the wellness center
 14. Automobile Expenses: The City Administrator will have a City vehicle available for use while on City business.
 15. The City Administrator will receive a stipend of \$45.00 per month for the purpose of using his personal cell phone for City business. The City Administrator must make his personal cell phone number available for business use during business and non-business hours. Should the city provide a phone, the stipend will end.
 16. Dues, Subscriptions, and Continuing Education. The City shall budget and provide for the professional dues and subscriptions for the City Administrator which are deemed reasonable and necessary for the City Administrator's participation in national, regional, state and local associations necessary and desirable for the City Administrator's continued professional participation, growth and advancement. This shall include but not be limited to the International City/County Management Association (ICMA), Iowa City/County Association (IaCMA), Iowa League of Cities and Iowa Municipal Management Institute (IMMI).
 17. The City shall budget and pay, up to the amount budgeted, necessary and reasonable registration, travel and subsistence expenses of the City Administrator for professional and official travel, meetings and occasions adequate to continue the professional development of the City Administrator to adequately pursue necessary official and other committees thereof which the City Administrator serves as a member upon written approval of Mayor pursuant to the City of Oelwein personnel policy manual. The City Administrator shall use good judgment in his outside activities so he will not neglect his primary duties to the City. Professional development events include the ICMA annual conference, IaCMA Conferences, and Iowa League of Cities events.
 18. Tuition Reimbursement: Employee shall be reimbursed for college level or professional certification coursework, up to \$3,000 per year, on courses related to municipal finance and management, or administration and government accounting, business administration and/or general coursework needed to advance into those courses. Courses are subject to prior approval by Mayor. If the Employee leaves employment, within 12 months of completion of the coursework, the Employee shall reimburse the Employer for the amount that the Employer had previously reimbursed the Employee.
 19. The City shall pay for all associated fees for the International City/County Management Association Voluntary Credentialing Program. This program will ensure that the City

- Administrator is continuing their education and staying affluent on public administration practices.
20. The City shall supply \$25.00 monthly to provide for the City Administrator to create an Administrator library. The City Administrator shall buy one book per month based on leadership, management, or public administration.
 21. Moving and Relocation Expenses: The City shall advance \$3,000 for moving expenses to relocate City Administrator.
 - a. Should the City Administrator leave his employment voluntarily within the first three years, the relocation expenses shall be repaid to the City per the following schedule:
 - Within the first year: 100%
 - Within the second year: 66%
 - Third year: 33%
 22. Outside Activities: The employment provided for by this Agreement shall be the City Administrator's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Administrator may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or be a conflict of interest with his responsibilities under this Agreement. Any such activities shall be pre-approved by the council.
 23. Indemnification: In addition to that which is required under state and local law, the City shall defend, save harmless and indemnify the City Administrator against any tort, other than any intentional torts, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as City Administrator. The City may compromise and settle any such claims or suit and pay the amount of any settlement or judgment thereon.
 - a. Attorney Fees: In the event that any action is filed in relation to this agreement, the unsuccessful party shall pay to the successful party, in addition to all sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.
 24. Bonding: The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under law or ordinance.
 25. General Conditions of Employment: In addition to the benefits cited herein, the City shall provide the City Administrator with and all benefits that apply to any other non union employees pursuant to the City of Oelwein personnel policy manual.
 26. Binding Effect: This agreement shall be binding of the City and the City Administrator and the successor's assigns, and heirs of each respectively.

This agreement is now being executed by the parties as of the date stated at the beginning of this agreement.

Name	Signature	Date
Brett DeVore, Mayor		May 9, 2022
Dylan Muflinger, City Administrator		May 9, 2022
Barbara Rigdon, City Clerk Treasurer		May 9, 2022

bergankDV

We have prepared a quote for you

Security Assessment

Quote # 068514

Version 2

Prepared for:

City of Oelwein

Dylan Mulfinger

DMulfinger@cityofuelwein.org

Down Payment

Description	Price	Qty	Ext. Price
A down payment of 50% will be required on all purchases with a total of \$10,000 or greater. After approval of quote, an invoice for the down payment amount will be sent, orders will be placed after invoice is paid.			

Services

Description	Price	Qty	Ext. Price
Security Assessment Project Fee	\$12,750.00	1	\$12,750.00

Subtotal: \$12,750.00

Security Assessment

Prepared by:

Cedar Valley

Susan
(319) 433-3743
susan.perkins@bergankdv.com

Prepared for:

City of Oelwein

20 2nd Ave SW
Oelwein, IA 50662
Dylan Mulfinger
DMulfinger@cityofuelwein.org
(712) 870-0617

Quote Information:

Quote #: 068514

Version: 2
Delivery Date: 05/05/2022
Expiration Date: 06/30/2022

Quote Summary

Description	Amount
Services	\$12,750.00

Please DO NOT pay from quote. An invoice will be generated after authorization. Total: **\$12,750.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

May 9, 2022

Date

Terms and Approval

By signing and returning this Quotation, I authorize BerganKDV to order the above products. I also agree, upon delivery of the above products, to pay BerganKDV any and all amounts due. Unless explicitly specified in the above quotation details, labor hours required to deliver, install, configure, and/or support the above products is not included in the quoted price. In some cases, an amount will be due prior to ordering. Additional shipping charges may apply. Prices are subject to change without notice.

WARRANTIES AND DISCLAIMERS

A) Limitation of liability. BerganKDV shall not be liable to client under any circumstances for client's loss of the use of its network or related systems. In no event shall vendor be liable to customer for any indirect, special or consequential damages or loss profits arising out of or related to this agreement or the performance of services hereunder or any breach thereof even if vendor has been advised of the possibility thereof. Vendor's liability to customer hereunder, if any, shall in no event exceed the total amount paid to the vendor hereunder. In no event shall vendor be liable to customer for any damages resulting from or relate to any failure or delay of vendor in the performance of services hereunder.

B) Negation of Warranty. Vendor does not warrant the services performed hereunder or the accuracy or correctness of the results of the services, and there are no warranties, express or implied, including, but limited to warranties of the merchantability or fitness for any particular purpose.

INDEMNIFICATION

City of Oelwein hereby agrees to indemnify and defend at its sole expense: BerganKDV, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon City of Oelwein use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, City of Oelwein agrees to pay any judgment and costs associated with such claim.

RETURNS

Eligible returns must be made with 15 days in the original packaging in like new condition. There may be shipping costs as well as 20% restocking fee on items that can be returned. BerganKDV reserves the right to deny any returns or exchanges. Check with your account manager for details.

Schedule S

Version 2022

CLIENT	City of Oelwein
SCHEDULE NAME	Security Assessment (3 years)
START DATE	May1 , 2022
DELIVERABLES	<p>BerganKDV will provide the following Security Assessment service (collectively, the "Services"):</p> <ul style="list-style-type: none"> • Pre-project planning meeting. • Perform onsite assessment at agreed upon locations. • Vulnerability assessment is performed on 4 sites (1 subnet or multiple routed subnets) and 1 Active Directory. • Employee interviews will only be conducted at the main location identified in "Client Locations". • Employee interviews will be a minimum of 2 members. • Development of executive summary with 4 categories of risk. • Presentation and discussion of assessment which includes best practices and • Recommendations for corrective actions. • Meetings and interviews may be held virtually or in person. <p>It is important to note that security related issues of IT equipment and processes change daily. No security test or tests can ever guarantee 100% protection from all possible security attacks on the client's system. BerganKDV provides no guarantee in relation to the relevance of the testing methods used or the finding of any vulnerability assessment for any amount of time other than the exact time that any given specific test or procedure is executed.</p>
CLIENT LOCATION (S)	<p>This agreement covers the following CLIENT location(s):</p> <p>City Hall/Fire station Public Works Campus Wastewater Department Police Department</p>
FEES & PAYMENT	<p>CLIENT is purchasing an annual Security Assessment service in exchange for a base fee of \$10,500.00 per year for 3 years.</p> <p>In addition to the agreed upon fee, CLIENT agrees to pay for any requested service performed that is not listed under DELIVERABLES. Security Consultant time is billed at \$275/hour.</p> <p>Excluded Services may not be exchanged for the removal or non-performance of Included Services.</p>

The contents of this document are confidential and are only to be viewed by Client.

This Schedule is governed by the terms of the Professional Services Agreement:

For and on behalf of BerganKDV	For and on behalf of Client
Signature:	Signature:
Contact Name: Dan Roling	Contact Name: Brett DeVore
Title: Technology Solutions Leader	Title: Mayor
Date:	Date: May 9, 2022



April 21, 2022

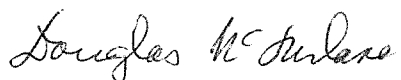
Mr. Dylan Mulfinger:

Please find the Williams Center for the Arts request for funding from the City of Oelwein Hotel/Motel Tax. This is for the July-August grant request calendar.

We greatly appreciate the City support of the Center and the programming provided to the citizens of Oelwein.

If I can be of further assistance, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Douglas McFarlane".

Douglas McFarlane,
Director – Williams Center for the Arts

**CITY OF OELWEIN
HOTEL AND MOTEL TAX FUNDING APPLICATION
(TOURISM, COMMUNITY CULTURE AND EDUCATION,
AND COMMUNITY RECREATION AND EVENTS)**

Application Deadlines

September 1 – December 1

March 1 – June 1

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

Organization Name: Williams Center for the Arts
(Williams Center, INC.)

Contact Name: Douglas E. McFarlane, Executive Director

Mailing Address: P. O. Box 636

City, State, and Zip: Oelwein, IA 50662-0636

Phone: 319-283-6616 **FAX:** 319-283-4497

Email Address: dmcfarlane@oelwein.k12.ia.us

Total Project Cost: \$17,490

Amount requested from the Hotel/Motel Tax Funds is \$1500.

Please indicate which category you are applying for funds:

- _____Primary
- X _____Community Culture and Education
- X _____Community Recreation and Events
- _____New and Emerging Organization and Events

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

Applicant:

By  MAY 15, 2022

Douglas E. McFarlane
(Printed name)

**CITY OF OELWEIN
HOTEL/MOTEL TAX FUNDING APPLICATIONM
(Tourism, Community Culture and Education, and Community
Recreation and Events.)**

Project Identification:

1. What is the title of your project?

The Ultimate Garth Brooks Tribute

2. Provide a brief description of your project. Attach Additional pages if needed.

The Ultimate Garth Brooks Tribute is the opening show for the 2022-2023 season. The funds requested are for the Ultimate Garth Brooks Tribute show. This concert is slated for August 20, 2022. Expenses for this concert include the artist's fee, lighting, sound, salaries, payments to Oelwein Community School District toward utilities and custodial services, printing, advertising, meals and housing.

The Williams Center for the Arts operates on a \$140,000, fiscal year budget. The request for this grant helps to bring in a top quality tribute show.

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

The Williams Center for the Arts has been one of the top destinations of choice for the arts shows in the five county areas of northeast Iowa, consisting of Fayette, Allamakee, Clayton Winneshiek, and Buchanan Counties. Almost 1/3 of our audiences have come from communities other than Oelwein. We have had concert attendees from over 40 area communities, including patrons from include: Spencer, IA, Des Moines, IA, Minneapolis, MN, Rochester, MN, Galena, IL,

Dubuque, IA, as well as the Oelwein area. People coming to Oelwein for programs at the Williams Center for the Arts not only come to the programs but also spend money with our local businesses such as eating establishments, convenience stores and motel/hotels.

During a normal concert year, the Williams Center for the Arts has spent almost \$10,000 in hotel costs at the Oelwein Cornerstone Inn and Suites. The number of shows being presented is 7 events. The hotel expenses for each show costs around \$1200.

The projected budget for The Ultimate Garth Brooks Tribute show can be found at the end of this grant application.

Project Evaluation:

A. Targeted Population

1.) Hotel/Motel guests generated by this project.

a. Number of guests.

In prior years the number of guests generated by this project was over 100 persons. This includes the performers as well as members of the audience needing housing. Because of the types of programs being presented, it is anticipated that the number of persons using hotels in Oelwein will remain at 100 or more persons.) For the Ultimate Garth Brooks show.)

b. How will hotel/motel guests be tracked?

We ask for information from the Super 8 Hotel, the Parkview Motel and the Cornerstone Inn and Suites as to the number of rooms used and how many guests were housed in those rooms per evening.

2.) Number of adults this project will reach.

The number of adults this project will reach is estimated at 600 adults. This is for this event only. The entire 2022-2023 season should reach 3500 persons. The past seasons have provided residents with special needs the opportunity to attend the events at the center at a reduced price.

In past years the following groups with special needs have been patrons of The Williams Center for the Arts are: Mercy One Living Plus, the two Alternative Living Homes in Oelwein, Full Circle Services, Grandview Nursing Home, Oelwein Care Nursing Home, Quality Choices and the ABCM facilities in Independence, IA.

Because of Covid 19 and the Delta and Omicron variants not all of these entities will return this concert season. At present we have clients of the Rise Alternative Living House, Goodwill and Quality Choices attending the concerts. When Covid 19 and the various variants subside, we anticipate a slow return of patrons from Care Facilities.

3.) Number of youth the project will reach.

As has been Center policy, all Oelwein Community School District School students K-12 are admitted at no charge. The school populations that are entitled to this service is around 1300. We are making a concerted effort for more students to attend.

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

Matching funds:

*The Greater Oelwein Charitable Foundation, the Northeast Iowa Charitable Foundation, and the Fayette County Community Foundation are involved in providing matching funds for this project.

*We continue to search for grants to assist the Williams Center for the Arts

*The Williams Center for the Arts is asking for \$1,500 from the City Hotel/Motel Tax to help finance this Artist Series Concert.

C. Is this application “seed money” for a new? Project?

If yes, please explain.

No

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

This application, if approved will help us with expenses incurred by The Ultimate Garth Brooks Tribute show.

E. Have you ever received Hotel/Motel funding?
From the City of Oelwein in the past?

Yes: ____X____ No: _____

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

Amount of Funding: The Williams Center for the Arts has received \$6000 annual divided into four quarters. We are

C. Volunteers

1.) Number of volunteers

It is anticipated there will be about 25 volunteers per event.

2.) Number of volunteer hours.

We anticipated volunteers would be contributing 50 or more hours.

D. Attendance of events during the previous year(s)

The total number of visitors to the Williams Center for the Arts is difficult to forecast. In past years approximately 75,000 persons have attended events at The Williams Center for the Arts. (This has included the Williams Center for the Arts Artist Series, North East Iowa Honor Bands and Honor Choirs, Pre-All State High School Vocal Workshop, Programs and Concerts from the Oelwein Community Schools, Gallagher-Bluedorn children's plays, and various Community usages. We are conservatively projecting 55,000 persons attending events for the 2022-2023 season.

E. Day open to the public or performances(s)?

The Center is open all year long for usage by various groups. These include the groups listed above.

4. Project Budget:

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

Cost estimates are Included at the conclusion of this grant request. Date of cost completion is anticipated to be August 20, 2022. A follow-up of event costs will be filed as soon as all expenses are forwarded to the Center.

hoping for a \$1,500 grant for this particular event.

Completion Date is: August 20, 2022.

The final report for this grant will be filed soon as all bills have been submitted and paid.

TOTAL BUDGET REQUESTED FOR THIS EVENT IS: \$1500

The \$1500 will be used to defray the fee for the Artist.

**ENTIRE BUDGET FOR THE ULTIMATE GARTH BROOKS SHOW
ENTIRE EVENT IS: \$17490**

Salaries: \$3290

Printing: \$650

Artist Fee: \$8,500

Advertising: \$650

Ground Transportation: \$0.

Utilities: \$500

Hotel: (2 nights 5 rooms @ night) \$1200

Sound and Lights: \$2400

Meals: \$300

Hotel Motel FY2019**Fund 122**

Remaining from previous FY 2018	14,834.85		
Balance on T Report June 30, 2018	25,602.62	Bal on T Report Jan. 31, 2019	57,951.82
		Bal on T Report Feb 28, 2019	51,506.36
Projected Rev 2019	54,000.00	Bal on T Report March 31, 2019	67,096.92
		Bal on T Report April 30, 2019	67,166.99
Revenue to General Fund	26,460.00	Bal on T Report May 31, 2019	56,834.18
Revenue to Tourism	17,540.00	Bal on T Report June 30, 2019	34,478.34
Revenue to Trails	10,000.00		

Project	Date Requested	Amount Requested	Date Council Awarded	Amount Awarded	Sent Ck Paid	Date Paid	Remaining Balance
Fair	8/28/2018	1000		1000	YES	9/25/2018	
Italian Days	6/24/2018	1200		1200	yes	7/9/2018	
Soccer Club	6/24/2018	2000		2000	yes	7/9/2018	
Williams Center	Jul-Sept 2018	1000	9/24/2018	1000	yes	10/9/2018	
United Way	6/27/2018	1060	9/24/2018	1040	yes	11/15/2018	
Pawsitively Oelwein Inc	9/25/2018	4045.49	9/24/2018	3900	YES	5/29/2019	
Williams Center	Oct-Dec 2018	2000	2/11/2019	1500	YES	2/12/2019	
OELWEIN CELEBRATIONS INC	2/1/2019	5000	2/11/2019	5000	yes	2/25/2019	
Williams Center	Jan-Mar 2019	1500	3/25/2019	1500	yes	5/7/2019	
Fayette Co Ag Society	2/28/2019	5000	3/25/2019	5000	YES	5/17/2019	
Williams Center	6/1/2019	1500	6/10/2019	1500			
Oelwein Soccer Club	5/16/2019	5200	6/10/2019	2200	yes	6/13/2019	holding check waiting on 501C3
Total Awarded				26840			

32,978.34 remaining balance T Report minus unpaid

Hotel Motel FY 2020**Past Fiscal Year**

Balance on T Report June 30, 2019	34,478.34
less trails 2018-19 (to trans 6-2020)	(10,000.00)
less Williams Center 6-1-request	(1,500.00)
Unused carry over balance	22,978.34
*not included in remaining balance in chart	

Current Fiscal Year**Estimated Revenue 2020**

Estimated Revenue 2020	60,000.00
less Revenue to General Fund 50%	(30,000.00)
less Revenue to Trails (to trans 6-2020)	(10,000.00)
FY 2019-20 available for tourism awards	20,000.00

Treasurer's Report Fund 122**Month End Balance History**

July	32,320.23
August	49,770.62
September	47,294.15
October	44,706.64
November	44,554.22
December	61,761.90
January	61,820.40
February	73,099.63
March	73,167.16
April	73,204.88
May	73,242.61
June	50,877.90

Revenue Rec'd Tracking (s/b \$60,000)

August '19	18,096.68
December '19	17,155.88
February '20	15,829.45
June '20	5,162.85
	56,244.86

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Williams Center (prior year award)	6/1/2019	1500	6/10/2019	1500	9/18/2019	1500.00	\$20,000.00	
Oelwein Community Plaza Board	7/1/2019?	7800	7/22/2019	3900	8/21/2019	685.63	\$16,100.00	50% HM / 50% ED
"	"				9/10/2019	833.75		50% HM / 50% ED
"	"				9/23/2019	201.25		50% HM / 50% ED
"	"				10/11/2019	445.62		50% HM / 50% ED
"	"				10/21/2019	696.25		50% HM / 50% ED
"	"				11/7/2019	209.38		50% HM / 50% ED
Williams Center Q1	10/1/2019	1,500	10/14/2019	1,500	10/18/2019	1500.00	\$14,600.00	
Junior Husky Basketball Club	10/1/2019	3,105	10/14/2019	3,105	2/12/2020	3105.00	\$11,495.00	
Williams Center Q2	12/1/2019	1,500	2/24/2020	1,500	2/25/2020	1500.00	\$9,995.00	
Williams Center Q3	3/1/2020	1,500	2/24/2020	1,500				
Fayette Co Ag Society	3/1/2020	6,000	3/9/2020	6,000	7/20/2020	6000.00		
Oelwein Celebrations	3/1/2020	5,000	3/9/2020	5,000				
Rotary Club		2,000		2,000	7/29/2020	6/22/1905		
Grand Theatre - new seating		10,000	6/23/2020	10,000				

Current FY Total Awarded \$ 34,505.00

Amt Remaining to be awarded \$ (14,505.00)

Hotel Motel FY 2021**Past Fiscal Year**

Balance on T Report June 30, 2019	34,478.34
less trails 2018-19 (to trans 6-2020)	(10,000.00)
less Williams Center 6-1-request	(1,500.00)
Unused carry over balance	<u>22,978.34</u>
*not included in remaining balance in chart	

Current Fiscal Year**Estimated Revenue 2021**

less Revenue to General Fund 50%	65,000.00
less Revenue to Trails (to trans 6-2021)	(30,000.00)
less Revenue to Trails (to trans 6-2021)	(10,000.00)
FY 2020-21 available for tourism awards	<u>25,000.00</u>

Treasurer's Report Fund 122**Month End Balance History**

July	50,899.54
August	56,132.24
September	56,150.82
October	51,736.11
November	71,465.17
December	69,983.19
January	69,999.51
February	70,015.12
March	78,148.28
April	78,165.84
May	81,999.06
June	45,342.41

Revenue Rec'd Tracking (s/b \$60,000)

August '20	13,215.93
December '20	19,715.85
February '21	9,615.41
June '21	<u>8,819.86</u>
	51,367.05

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Oelwein Community Plaza Board	7/1/2019?	7800	7/22/2019	3071.88	8/21/2019	685.63		50% HM / 50% ED
"	"				9/10/2019	833.75		50% HM / 50% ED
"	"				9/23/2019	201.25		50% HM / 50% ED
"	"				10/11/2019	445.62		50% HM / 50% ED
"	"				10/21/2019	696.25		50% HM / 50% ED
"	"				11/7/2019	209.38		50% HM / 50% ED
						<u>3071.88</u>		
Williams Center Q3	3/1/2020	1,500	2/24/2020	-	\$1500 WITHDRAWN			
Fayette Co Ag Society	3/1/2020	6,000	3/9/2020	6,000	7/20/2020	6000.00		
Oelwein Celebrations	3/1/2020	5,000	3/9/2020	-	\$5,000 WITHDRAWN			
Rotary Club		2,000		2,000	7/29/2020	2000.00		
Grand Theatre - new seating		10,000	6/23/2020	-	\$10,000 WITHDRAWN			
Oelwein Soccer Club	8/27/2020	4,430	9/18/2020	4,430	10/29/2020	4430.00		
Williams Center	12/1/2020	1,500	12/10/2020	1,500	12/23/2020	1500.00		
Williams Center	3/1/2021	1,500	3/8/2021	1,500	3/24/2021	1500.00		
Oelwein Celebrations	4/14/2021	12,000	4/12/2021	5,000	5/26/2021	5000.00		
Williams Center	6/1/2021	1,500	6/14/2021	1,500	6/15/2021	1500.00		
Fayette Co Ag Society	6/2/2021	7,000	6/28/2021	6,000	7/15/2021	6000.00		

Hotel Motel FY 2022**Past Fiscal Year**

Fund 122 balance 6/30/2021 45,342.41

45,342.41

Current Fiscal Year**Estimated Revenue 2022**

65,000.00

less Revenue to General Fund 50% (30,000.00)

less Revenue to Trails (to trans 6-2021) (10,000.00)

FY 2021-22 available for tourism awards 25,000.00

Treasurer's Report Fund 122**Month End Balance History**

July 39,351.49

August 55,236.52

September 55,247.53

October 53,758.24

November 53,768.35

December 78,741.94

January 78,756.07

February 78,768.82

March 73,420.04

April 60,434.08

May

June

Revenue Rec'd Tracking (s/b \$60,000)

August '21 15,877.61

December '21 24,963.75

February '22 14,637.03

June '22

55,478.39

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Williams Center	9/1/2021	1,500	9/13/2021	1,500	10/28/2021	1,500		
Grande Theatre of Oelwein	10/1/2021	10,000	10/11/2021	20,000	3/4/2022	20,000		
Williams Center	12/1/2021	1,500.00	12/22/2021	1,500	4/6/2022	1,500		
Williams Center	2/1/2022	1,500	2/14/2022	1,500	4/21/2022	1,500		
Junior Husky Basketball Club	2/1/2022	4,000	2/28/2022	4,000				
Oelwein Celebrations	3/1/2022	15,000	3/28/2022	10,000	4/6/2022	10,000		



Application for Appointment to Boards and Commissions

20 Second Avenue SW, Oelwein, Iowa 50662

319 283 5440

Name Cynthia (Cindy) Noll
Address 904 3rd St. SW, Oelwein
Phone (920) 205-2755 E-Mail cnoll09@gmail.com
Occupation Chiropractic assistant / admin
How long have you been a resident of Oelwein? 1.5 years

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 type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Plumbing Board | <input type="checkbox"/> Tree Board |
| <input checked="" type="checkbox"/> Zoning Board of Adjustment | |

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

Previous experience in real estate - still hold
Brokers license in WI (since 2001). Spent 14
years in commercial/residential property
management.

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

Good listening skills, objective, enjoy learning
new things. Newer to area so there
are no predetermined thoughts/opinions

Describe your desire to serve on this board of commission:

Want to make a difference and help better our community. World like to see area grow

Describe similar volunteer experiences:

Served as board member, VP/Treasurer on non-profit animal rescue for over 5 years. Had to listen to many people that wanted assistance and decide who to assist.

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

Bettering entire Delwein Community making area good for all residents/businesses.

Any additional information or comments you wish to offer:

Hours of Availability: after 515

Cynthia K. Noll

Applicant Signature (electronic accepted)

5/2/2022

Date

City Hall

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

CityOelwein

Oelwein City Attorney

INVOICE

Invoice # 10808
Date: 04/29/2022
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Expense	04/05/2022	Reimbursable expenses: Recording fee for Affidavit of Scrivener error	1.00	\$7.00	\$7.00
Service	04/11/2022	jamision development agreemetrn	0.50	\$136.83	\$68.42
Service	04/11/2022	attend council meeting	0.75	\$136.83	\$102.62
Service	04/12/2022	Flat Rate: Drafting Promissory Note and Mortgage for Hair Lines	1.00	\$100.00	\$100.00
Service	04/12/2022	Flat Rate: Drafting Promissory Note and mortgage for Farmer's Daughters Quilts	1.00	\$100.00	\$100.00
Service	04/12/2022	Flat Rate: Drafting mortgage and promissory note for Vargason	1.00	\$100.00	\$100.00
Expense	04/13/2022	Reimbursable expenses: Recording fee for Tatro easement	1.00	\$27.00	\$27.00
Service	04/22/2022	Flat Rate: Drafting Quit Claim to Justin Pierson for 1/2 alley	1.00	\$125.00	\$125.00
Service	04/25/2022	City Council meeting	1.50	\$136.83	\$205.25
Service	04/28/2022	Flat Rate: Drafting Real Estate Contract with Charlie Shannon	1.00	\$125.00	\$125.00
				Total	\$960.29

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10808	04/29/2022	\$960.29	\$0.00	\$960.29
Outstanding Balance				\$960.29
Total Amount Outstanding				\$960.29

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: 5/9/2022

Consent Agenda

1. Consideration of a motion to approve the April 25, 2022 minutes.

Public Hearing

Ordinances

2. Consideration of an Ordinance Amending Chapter 22 Vehicles and Traffic Article IX Snowmobiles and All-Terrain Vehicles. - Second Reading
 1. Council has provided direction to staff and an ordinance has been prepared. While the City Administrator is not in favor of UTVs on city streets, he works for the council and has provided an ordinance as directed. The City will begin issuing registrations July 1. This is the second reading.

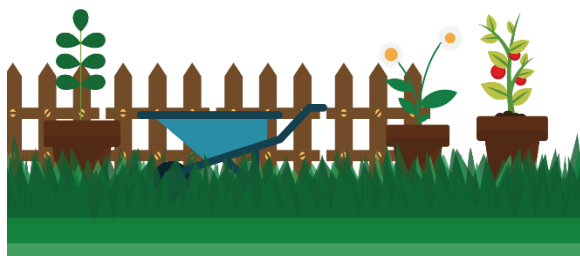
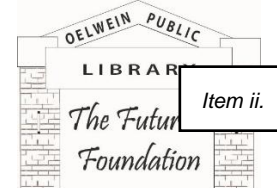
Motions

3. Consideration of a motion to set a public hearing amending the Fiscal Year 2021-2022 budget on May 23, 2022 at 6:00 PM at the Oelwein Council Chambers.
 1. The City amends the budget annually to meet state requirements. Amendments are made because of unplanned revenues and expenditures. While all expenditures are approved by council, they must be formally approved through the budget amendment.
4. Consideration of a motion to set a public hearing regarding the sale of 516 1st Ave NW to Charlie Shannon on May 23, 2022 at 6:00PM in the Oelwein Council Chambers.
 1. Council directed staff to sell this property back provided that the owner make several improvements. The roof, siding, windows, and drainage must be improved by December 1, otherwise the property returns to the city.
5. Consideration of a motion authorizing Mayor DeVore's signature on the Quit Claim Deed to Arthur C. Schlumbohm.
 1. This item is a correction to fix an error on the city in 1973. The City attorney has brought this item forward.



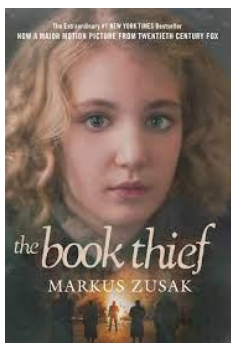
6. Consideration of a motion directing the City Administrator and City Attorney to draft an ordinance allowing golf carts on city streets
 1. The City Administrator recommends waiting one year to work toward a golf cart ordinance. Understanding the impact of UTVs in the community will help create a golf cart ordinance. The City Administrator is against golf carts on city streets, but he works for the council and their direction.
7. Consideration of a motion to amend the contract for City Administrator, Dylan Mulfinger.
 1. Council discussed all of the changes at the April 25 meeting. The changes include a four percent raise that is in line with staff, permission to seek becoming a credentialed manager, and a city manager library. The City Administrator recommends approval, obviously.
8. Consideration of a motion approving Mayor DeVore's signature on the Security Assessment contract as presented by BerganKDV
 1. This assessment will help the city start their process of preventing a cyber-attack. This was discussed with the PFEED committee on April 25 and they recommended one year. The City Administrator recommends approval.
9. Consideration of a motion discussing the Planning, Finance, Enterprise, and Economic Development committee's decision regarding the Williams Center for the Arts Hotel/Motel Tax Funding request in the amount of \$1,500.

Library Report to the City Council – May 2022



Seed Library

Ready to plant your garden? The Oelwein Public Library's Seed Exchange is stocked with seeds. It will soon be set out for you to take what you would like to plant in your garden!



Book Club!

The Book Thief by Markus Zusak is the selection for May. Books are available for checkout or download on

Bridges or Hoopla. Discussion on May 31st at 2:00 p.m.

Take & Make Kit

May's kit is an Origami Bird



Pages & Play Club

Join Miss Katie every Wednesday at 10:00

5/4 Secret Life of Squirrels

5/11 Kate, Who Tamed the Wind

5/18 Dragon Land

5/25 Bees in the Garden



Authors Christopher & Livian Clime

May 24th at 5:30 p.m.

Join us at the library to meet co-authors Christopher Clime and his daughter, Livian. They wrote the children's book, *Tracker the Dog-Cat*. Their book tells the story of hound



dog that loves to explore and learn. He meets a neighborhood cat and decides to try the cat life for a day. Chris was a 2000 graduate from Oelwein and now resides in Cedar Rapids.

Cookbook Book Club

Stop by the library to pick up your cookbook, or in this case, magazine! Join our new quarterly book club to try a new recipe and review it at the meeting. The theme for the June Meeting is "Recipes from Our Magazine Collection." Choose a recipe from the *Food Network*, *All Recipes*, or *Taste of Home* magazine to share with the club. Material will be available for checkout on May 9th.

