



## Agenda

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

November 09, 2020  
Oelwein, Iowa

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**Mayor:** Brett DeVore

**Mayor Pro Tem:** Warren Fisk

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

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**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 minutes of the October 26, 2020 Council Meeting
- [2.](#) Consideration of a motion to approve a Class 'B' Beer Permit renewal and ownership update for Oelwein Chamber and Area Development
- [3.](#) Consideration of a motion approving a Class 'B' Native Wine Permit refund for Delish at Decades

**Resolutions**

- [4.](#) Consideration of a Resolution Requesting Reimbursement from the Iowa COVID-19 Government Relief Fund
- [5.](#) Consideration of a Resolution Approving appropriation to the payment of General Obligation Bonds, Series 2016A, in Fiscal Year 2021-22
- [6.](#) Consideration of a Resolution Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year - Forsyth Management Company
- [7.](#) Consideration of a Resolution Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year - Steil's Studio of Dance
- [8.](#) Consideration of a Resolution obligating funds from the Cornerstone Inn and Suites, LLC Subfund of the City's Industrial Park Urban Renewal Area Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation economic development tax increment payments due to be paid in the next succeeding fiscal year.
- [9.](#) Consideration of a Resolution Approving Internal Loan and Obligating funds from the City's Central Urban Renewal Tax Revenue Fund for appropriation to the payment of Project
- [10.](#) Consideration of a Resolution obligating funds from the Performance Rehab Subfund of the City's Central Urban Renewal Area Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation economic development tax increment payments due to be paid in the next succeeding fiscal year
- [11.](#) Consideration of a Resolution Certifying Tax Increment Finance Indebtedness in Various Districts in the City of Oelwein, Iowa
- [12.](#) Consideration of a Resolution setting date for public hearing on 2020-2 amendment to urban renewal plan for Industrial Park Urban Renewal Area
- [13.](#) Consideration of a Resolution to fix a date of meeting at which it is proposed to hold a hearing on a Development Agreements with ICE Manufacturing

**Motions**

- [14.](#) Consideration of a motion authorizing signatures on Change Order No. 3 in the amount of \$9,700.00 with Maguire Iron, Inc. for West Water Tower Repainting Project
- [15.](#) Consideration of a motion authorizing repair to Hwy. 3 and Charles Street Traffic Lights by K & W Electric, Inc. in the amount of \$6,000
- [16.](#) Consideration of a motion authorizing utility meter reading software and tower upgrade by Municipal Supply in the amount of \$30,840

#### **Council Updates**

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

- A. Consideration of a motion to appoint City Administrator Dylan Mulfinger as an alternate to the RPA-1 Transportation Policy Board

#### **City Attorney's Report**

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

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

[City](#) Administrator's Report

#### **Adjournment**

- [i.](#) 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  
Oelwein Community Plaza, 25 West Charles,  
Oelwein  
October 26, 2020 - 6:00 PM

Pledge of Allegiance

Call to Order

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

Additions or Deletions

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

Motion Carried

Consent Agenda

1. Consideration of a motion to approve the minutes of the October 12, 2020 council meeting
2. Consideration of a motion to approve the Claims Resolution in the amount of \$558,897.37

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

Motion Carried

Resolutions

3. Consideration of a Resolution Directing the Sale of the City's Interest in 15 4th Street NE, Oelwein, Fayette County, Iowa

A motion was made by Stewart, seconded by Seeders to table this Resolution and go to bid since other offers came in. All voted aye.

Motion Carried

4. Consideration of a Resolution Resuming Payment to the Fayette County Landfill Commission for Recycling Fees

A motion was made by Weber, seconded by Fisk to adopt Resolution No. 2516-2020 with amendment to add wording to include pickup twice a week Monday and Friday.

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

Motion Carried

Motions

5. Consideration of a motion approving Pay Request No. 2 to Lodge Construction, Inc. in the amount of \$78,973.17 for work completed on Wings East Pavement Improvements Project

A motion was made by Weber, seconded by Fisk approving Pay Request No. 2 to Lodge Construction. All voted aye.

Motion Carried

6. Consideration of a motion authorizing payment to Lansing Brothers Construction., Inc. in the amount of \$72,500.00 for Housing Demolition Program - Group 4

A motion was made by Weber, seconded by Cantrell authorizing payment to Lansing Brothers. All voted aye.

Motion Carried

- 7. Consideration of a motion authorizing up to \$20,000.00 for 13th Avenue NE tile extension  
A motion was made by Seeders, seconded by Fisk to authorize the tile extension. All voted aye.  
Motion Carried

Committee Reports

- 8. Report from Payne on October Library Board Meeting  
Payne presented the October Library minutes. The minutes can be found at <https://www.oelwein.lib.ia.us/>.

Council Updates

Fisk will attend Upper Explorerland Regional Housing Authority meeting on October 29<sup>th</sup>. He reported there are 102 HUD homes in Oelwein, 166 total in Fayette County and 403 in the 5 county UERPC area.

Mayor's Report

UERPC Board will be meeting via zoom. DeVore is on the Board of Directors.

City Attorney's Report

Dillon is working on uniform process for fire houses for property owners to clean up.

Adjournment

A motion was made by Fisk, seconded by Cantrell to adjourn at 6:55 P.M.

\_\_\_\_\_  
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 October 26, 2020 and copy of said proceedings was furnished to the Register October 27, 2020.

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

Following adjournment was a council work session on budgeting. Council also toured City Hall safety improvement progress towards reopening.

**Name of Applicant:** OELWEIN CHAMBER AND AREA

**Name of Business (DBA):** Oelwein Chamber & Area Development

**Address of Premises:** 25 W. Charles

**City** Oelwein                      **County:** Fayette                      **Zip:** 50662

**Business**                      (319) 283-1105

**Mailing**                      6 S. Frederick

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

**Contact Person**

**Name** Oelwein Chamber and Area Development

**Phone:** (319) 283-1105                      **Email**                      ocad@oelwein.com

**Classification** Class B Beer (BB) (Includes Wine Coolers)

**Term:**12 months

**Effective Date:** 12/01/2020

**Expiration Date:** 11/30/2021

**Privileges:**

Class B Beer (BB) (Includes Wine Coolers)

**Status of Business**

**BusinessType:** Privately Held Corporation

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

**Ownership**

**Debra Howard**

**First Name:** Debra                      **Last Name:** Howard

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

**Position:** Executive Director

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

**Sandie Graf**

**First Name:** Sandie                      **Last Name:** Graf

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

**Position:** Treasurer

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

**Josh Ehn**

**First Name:** Josh                      **Last Name:** Ehn

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

**Position:** president

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

**Laura Frana**

Item 2.

**First Name:** Laura                      **Last Name:** Frana  
**City:** Stanley                      **State:** Iowa                      **Zip:** 50671  
**Position:** vice president  
**% of Ownership:** 0.00%                      **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Founders Insurance Company</u>	
<b>Policy Effective Date:</b> <u>12/01/2020</u>	<b>Policy Expiration</b> <u>12/01/2021</u>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>

**Applicant License Application ( WBN001139 )**

Item 3.

**Name of Applicant:** Debra Lynn Kellogg-Rummel

**Name of Business (DBA):** Delish at Decades

**Address of Premises:** 25 South Frederick Avenue

**City** Oelwein                                      **County:** Fayette                                      **Zip:** 50662

**Business**                                      (319) 504-1464

**Mailing**                                      25 South Frederick Avenue

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

**Contact Person**

**Name** Debra Kellogg-Rummel

**Phone:** (319) 361-7380                                      **Email**                                      delishatdecades@gmail.com

**Classification** Class B Native Wine Permit (WBN)

**Term:** 12 months

**Effective Date:** 04/01/2021

**Expiration Date:**

**Privileges:**

Class B Native Wine Permit (WBN)

**Status of Business**

**BusinessType:** Sole Proprietorship

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

**Ownership**

**Randy Rummel**

**First Name:** Randy                                      **Last Name:** Rummel

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

**Position:** None

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

**Debra Kellogg-Rummel**

**First Name:** Debra                                      **Last Name:** Kellogg-Rummel

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

**Position:** Owner/Manager

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

**Insurance Company Information**

**Insurance Company:**

**Policy Effective Date:**                                      **Policy Expiration**

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

*Item 3.*



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

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

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

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

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

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

NOW, THEREFORE IT BE RESOLVED, the City of Oelwein requests reimbursement of all eligible expenditures in response to the COVID-19 public health emergency.

BE IT FURTHER RESOLVED, the City of Oelwein affirms that the above requests for reimbursement follow all formal published Federal and State of Iowa guidance on how the funds should be spent, and understand if the reimbursements are misrepresented, the local government will be liable for any applicable penalty and interest.

Passed and approved by the City Council of the City of Oelwein, Iowa this \_\_\_\_ day of November.

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

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

AYES      NAYS      ABSENT      ABSTAIN

Weber  
Seeders  
Cantrell  
Payne  
Fisk  
Stewart

Attest:

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

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

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

RESOLUTION \_\_\_\_\_

Approving appropriation to the payment of General Obligation Bonds, Series 2016A, in Fiscal Year 2021-22

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

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

WHEREAS, the City Council has also created a subfund of the Industrial Park Urban Renewal Tax Revenue Fund (the “East Penn Subfund”) to be used to account for payments to be made on certain indebtedness incurred in the Urban Renewal Area; and

WHEREAS, the City has authorized the issuance of Taxable Annual Appropriation General Obligation Urban Renewal Economic Development Grant Bonds, dated February 16, 2016 (the “Series 2016A Bonds”); for the purpose of financing certain projects in the Urban Renewal Area; and

WHEREAS, payments related to the Series 2016A Bonds are scheduled to be made on December 1, 2021 and June 1, 2022 (the “Fiscal Year 2021-22 Payments”); and

WHEREAS, in accordance with the provisions of the resolutions that authorized the issuance of the Series 2016A Bonds, no payments may be made on these Bonds unless the City Council appropriates funds for such payments; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Payments on the Series 2016A Bonds funds from the East Penn Subfund;

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

Section 1. There is hereby obligated for appropriation from the East Penn Subfund the approximate amount of \$648,575.00, in order to make the Fiscal Year 2021-22 Payments on the Series 2016A Bonds.

Section 2. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify to the Fayette County Auditor, no later than December 1, 2020, the amount obligated for appropriation in Section 1 above as part of the City’s 2020 certification of debt

payable from the East Penn Subfund and to reflect such amount in the City’s budget for the fiscal year 2021-22.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 9, 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

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

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year

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

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

WHEREAS, the City has scheduled payments in the amount of 90% of what is available approximately \$46,295.00 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2021 with respect to the City's Development Agreement (the "Agreement") with Forsyth Management Company, LLC/Quality Plus Mfg. Inc. which was finally approved by resolution of the City Council on June 27, 2011; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2021;

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

Section 1. The City Council hereby obligates 90% of what is available approximately \$46,295.00 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2021.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2020 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 9, 2020.

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

Attest:

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

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

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

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

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year

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

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

WHEREAS, the City has scheduled payments in the amount of 90% of what is available approximately \$13,940.00 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2021 with respect to the City's Development Agreement (the "Agreement") with Steil's Studio of Dance dba North East Iowa Dance Academy which was finally approved by resolution of the City Council on December 23, 2013; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2021;

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

Section 1. The City Council hereby obligates 90% of what is available approximately \$13,940.00 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2021.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2020 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 9, 2020.

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

Attest:

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

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

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

RESOLUTION \_\_\_\_\_

Obligating funds from the Cornerstone Inn and Suites, LLC Subfund of the City’s Industrial Park Urban Renewal Area Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation economic development tax increment payments due to be paid in the next succeeding fiscal year

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

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

WHEREAS, the City Council has approved a Development Agreement (the “Agreement”) with Cornerstone Inn and Suites, LLC (the “Company”), pursuant to which the City has agreed to make annual economic development tax increment payments to the Company, subject to annual appropriation by the City Council; and

WHEREAS, in the resolution approving the Agreement, the City Council created a subfund of the Industrial Park Urban Renewal Area Urban Renewal Tax Revenue Fund to be used to account for payments to be made under the Agreement (the “Cornerstone Inn and Suites, LLC Subfund”); and

WHEREAS, payments under the Agreement are scheduled to be made from the Cornerstone Inn and Suites, LLC Subfund during the fiscal year that will begin July 1, 2021, in an amount equal to 90% of the incremental property tax payments made by the Company in that fiscal year (the “Payments”); and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Payments, funds anticipated to be received in the Cornerstone Inn and Suites, LLC Subfund in the fiscal year that will begin July 1, 2021;

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

Section 1. There is hereby obligated for appropriation from the Cornerstone Inn and Suites LLC Subfund the estimated amount of \$25,725.00, which is estimated to be an amount equal to 90% of the incremental property tax revenues that are expected to be received by the City in such Subfund from the Fayette County Treasurer in the fiscal year that will begin July 1, 2021.

Section 2. The City Clerk is hereby directed to certify to the Fayette County Auditor, no later than December 1, 2020, the amount obligated for appropriation in Section 1 above as part of the City’s 2019 certification of debt payable from the Industrial Park Urban Renewal Area Urban Renewal Tax Revenue Fund and to reflect such estimated amount in the City’s budget for the fiscal year that will begin July 1, 2021.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 9, 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

RESOLUTION \_\_\_\_\_

Approving Internal Loan and Obligating funds from the City’s Central Urban Renewal Tax Revenue Fund for appropriation to the payment of Project

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

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

WHEREAS, the City has approved an amendment to the urban renewal plan for the Urban Renewal Area that authorizes a project consisting of the use of incremental property tax revenues to expand existing business, encourage development of new business, improve buildings and building facades and provide for renovation of upper stories into housing units (the “Project”); and

WHEREAS, payments related to the Project are scheduled to be made in the fiscal year 2021-22 (the “Fiscal Year 2021-22 Payments”); and

WHEREAS, in order to make the amount of the Fiscal Year 2021-22 Payments eligible to be paid from future incremental property tax revenues that will be received in the Central Urban Renewal Tax Revenue Fund, it is necessary to create an internal TIF debt; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Fiscal Year 2021-22 Payments funds from the Central Urban Renewal Tax Revenue Fund;

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

Section 1. It is hereby directed that \$75,000 be advanced to the Central Urban Renewal Tax Revenue Fund from the City’s Local Option Sales Tax Fund, in order to make the Fiscal Year 2021-22 Payments. This advance shall be treated as a loan (the “Loan”) to the Central Urban Renewal Tax Revenue Fund and shall be repaid to the Local Option Sales Tax Fund out of incremental property tax revenues received in the Central Urban Renewal Tax Revenue Fund in the future.

Payments may be made on the Loan on June 1 of each year, to the extent there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Central Urban Renewal Tax Revenue Fund. The City reserves the right to issue other obligations, or to enter into additional loans, payable from the Central Urban Renewal Tax



Revenue Fund, which may either rank on a parity with the Loan or may have a priority over the Loan with respect to the revenues in the Central Urban Renewal Tax Revenue Fund.

Section 2. There is hereby obligated for appropriation from the Central Urban Renewal Tax Revenue Fund the amount of \$75,000 in order to make the Fiscal Year 2021-22 Payments

Section 3. The Central Urban Renewal Tax Revenue Fund is hereby pledged to the repayment of the Loan, and a copy of this resolution shall be filed in the office of the Fayette County Auditor to evidence this pledge. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify to the Fayette County Auditor, no later than December 1, 2019, the amount obligated for appropriation in Section 2 above as part of the City's 2020 certification of debt payable from the Central Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the current fiscal year.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 9, 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

RESOLUTION \_\_\_\_\_

Obligating funds from the Performance Rehab Subfund of the City’s Central Urban Renewal Area Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation economic development tax increment payments due to be paid in the next succeeding fiscal year

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

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

WHEREAS, the City Council has approved a Development Agreement (the “Agreement”) with Performance Rehab (the “Company”), pursuant to which the City has agreed to make annual economic development tax increment payments to the Company, subject to annual appropriation by the City Council; and

WHEREAS, in the resolution approving the Agreement, the City Council created a subfund of the Central Urban Renewal Area Urban Renewal Tax Revenue Fund to be used to account for payments to be made under the Agreement (the “Performance Rehab Subfund”); and

WHEREAS, payments under the Agreement are scheduled to be made from the Performance Rehab Subfund during the fiscal year that will begin July 1, 2021, in an amount equal to 70% of the incremental property tax payments made by the Company in that fiscal year (the “Payments”); and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Payments, funds anticipated to be received in the Performance Rehab Subfund in the fiscal year that will begin July 1, 2021;

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

Section 1. There is hereby obligated for appropriation from the Performance Rehab Subfund the approximate amount of \$3,400.00, which is estimated to be an amount equal to 70% of the incremental property tax revenues that are expected to be received by the City in such Subfund from the Fayette County Treasurer in the fiscal year that will begin July 1, 2021.

Section 2. The City Clerk is hereby directed to certify to the Fayette County Auditor, no later than December 1, 2020, the amount obligated for appropriation in Section 1 above as part of the City’s 2019 certification of debt payable from the Central Urban Renewal Area Urban Renewal Tax Revenue Fund and to reflect such estimated amount in the City’s budget for the fiscal year that will begin July 1, 2021.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 9, 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

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

CERTIFYING TAX INCREMENT FINANCE INDEBTEDNESS  
IN VARIOUS DISTRICTS IN THE CITY OF OELWEIN, IOWA

CERTIFIED DECEMBER 2020

**Industrial Park Urban Renewal Area:**

2016 A GO Debt E Penn Expansion, Annual Appropriation and  
2016 B GO Debt E Penn Expansion and  
2016 C GO Debt E Penn Cash Flow 100% of what is available approx \$648,575

Rebate Agreements

Forsyth Management Company, LLC/Quality Plus Mfg., Inc.  
Annual Appropriation 90% of what's available approx. \$46,295

Motorcycles Midwest, Inc/Deans Honda assigned to  
Steil's Studio of Dance dba North East Iowa Dance Academy  
Annual Appropriation 90% of what's available approx. \$13,940

Boulders Inn assigned to Cornerstone Inn and Suites, LLC  
Annual Appropriation 90% of what's available approx. \$25,725

**Central Urban Renewal Area:**

Downtown Streetscape for Downtown Business Grants  
Annual Appropriation New 75,000  
2018-19, 2019-20 shortages approx. \$48,000  
100% of what's available approx. 189,430

Rebate Agreements

Performance Rehab  
Annual Appropriation 70% of what's available approx. \$3,400

**Residential Urban Renewal Area:**

None

\_\_\_\_\_  
Brett DeVore, MAYOR

ATTEST:

\_\_\_\_\_  
DYLAN MULFINGER, CITY ADMINISTRATOR

Recorded November 9, 2020

\_\_\_\_\_  
DYLAN MULFINGER, CITY ADMINISTRATOR

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

City: Oelwein County: Fayette

Urban Renewal Area Name: Oelwein Industrial Park UR (Urban Renewal #2) East Penn Related

Urban Renewal Area Number: 33004 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 0

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Dated this 9 day of November, 2020

\_\_\_\_\_  
Signature of Authorized Official 319-283-5440  
Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: Oelwein County: Fayette

Urban Renewal Area Name: Oelwein Industrial Park UR (Urban Renewal #2) East Penn Related

Urban Renewal Area Number: 33004 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1:** 0

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.



**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

City: Oelwein County: Fayette

Urban Renewal Area Name Oelwein Industrial Park UR (Urban Renewal #2)

Urban Renewal Area Number 33004 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 0

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

2019-2020 Two rebate agreements assigned to new property names and/or owners.  
Boulders Inn Oelwein LLC assigned to Cornerstone Inns and Sites, LLC  
Motorcycles Midwest/Deans's Honda assigned to Steil's Studio of Dance dba North East Iowa Dance Academy.

Dated this 9 day of November, 2020

\_\_\_\_\_  
Signature of Authorized Official 319-283-5440  
Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: Oelwein County: Fayette

Urban Renewal Area Name: Oelwein Industrial Park UR (Urban Renewal #2)

Urban Renewal Area Number: 33004 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Rebate Agreement - Boulders Inn assigned to Cornerstone Inn and Suites, LLC</u> <u>Year 3 of annual appropriation rebate (90% available - approximately \$25,725)</u> <u>\$395,000 NTE over life of rebate, FY 2022 will be year 3 of 10 year agreement</u> <u>Annual Appropriation</u> <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>5-30-17</u>	<u>0</u>
2. <u>Rebate Agreement - Forsyth Management - Quality Plus</u> <u>Year 9 of annual appropriation rebate (90% of available - approximately \$46,295)</u> <u>\$750,000 NTE over life of rebate, FY 2022 will be year 9 of 10 year agreement</u> <u>Annual Appropriation</u> <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>11-17-14</u>	<u>0</u>
3. <u>Rebate Agreement - Motorcycles Midwest - Dean's Honda</u> <u>Year 6 of annual appropriation rebate (90% of available - approximately \$13,940)</u> <u>\$130,000 NTE over life of rebate, FY 2022 will be year 6 of 10 year agreement</u> <u>Annual Appropriation</u> <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>12-23-2013</u>	<u>0</u>
4. _____ _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1:** 0

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.



**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR  
 CERTIFICATION TO COUNTY AUDITOR  
 Due To County Auditor By December 1 Prior To The Fiscal Year  
 Where Less Than The Legally Available TIF Increment Tax Is Requested  
 Use One Certification Per Urban Renewal Area**

City: Oelwein County: Fayette

Urban Renewal Area Name: Oelwein Industrial Park UR (Urban Renewal #2)

Urban Renewal Area Number: 33004 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
The City requests the following TIF Receipts for FY 2022 from this Area:	
Boulders Inn Rebate assigned to Cornerstone Inn and Suites, LLC - 90% of available, approximately	25,725
Forsyth Management/Quality Plus Rebate - 90% of available, approximately	46,295
Motorcycles Midwest/Deans Honda Rebate assigned to Steil's Studio of Dance dba North East Iowa	
'Dance Academy, 90% of available, approximately	13,940
<b>TOTAL</b>	<b>85,960</b>

Dated this 9 day of November, 2020

\_\_\_\_\_  
 Signature of Authorized Official

319-283-5440  
 Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

City: Oelwein County: Fayette

Urban Renewal Area Name Oelwein Downtown Urban Renewal (Central Urban Renewal)

Urban Renewal Area Number 33012 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 75,000

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Addition of an annual interfund transfer of \$75,000 from LOST to TIF for downtown grant projects.  
This amount will be certified each year in the future to pay back the Economic Development fund.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this 9 day of November, 2020

\_\_\_\_\_  
Signature of Authorized Official 319-283-5440  
Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: Oelwein County: Fayette

Urban Renewal Area Name: Oelwein Downtown Urban Renewal (Central Urban Renewal)

Urban Renewal Area Number: 33012 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
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1. Interfund Transfer - Local Option Sales Tax to TIF Downtown Grants Annual transfer for yearly grants For FY 2022 - \$75,000	11-13-2018	75,000
--	------------	--------

'X' this box if a rebate agreement. List administrative details on lines above.

2. Rebate Agreement - Performance Rehab Year 3 of annual appropriation rebate (sliding scale, year 3 - 70% available) approximately \$3,400 NTE \$30,000 over life of rebate, FY 2022 will be year 3 of 5 of this agreement Annual Appropriation	5-08-17	
--	---------	--

'X' this box if a rebate agreement. List administrative details on lines above.

3.		
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'X' this box if a rebate agreement. List administrative details on lines above.

4.		
----	--	--

'X' this box if a rebate agreement. List administrative details on lines above.

5.		
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'X' this box if a rebate agreement. List administrative details on lines above.

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1: 75,000**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR**  
**CERTIFICATION TO COUNTY AUDITOR**  
 Due To County Auditor By December 1 Prior To The Fiscal Year  
 Where Less Than The Legally Available TIF Increment Tax Is Requested  
 Use One Certification Per Urban Renewal Area

City: Oelwein County: Fayette

Urban Renewal Area Name: Oelwein Downtown Urban Renewal (Central Urban Renewal)

Urban Renewal Area Number: 33012 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
The City request 100% of all the available TIF increment dollars from this district to pay back the interfund transfer to the Economic Development fund for \$75,000. Funds over \$75,000 will be used to complete prior years 75,000 shortages to complete a full \$225,000, then to serevice the GO 2011A debt. Approximately	189,430
Performance Rehab Rebate, 70% of what is available, approximately	3,400
Iowa UR law states if qualified as a "Blighted Area" then no statutory expiration date so the Oelwein Downtown Urban Renewal Area has no sunset.	

Dated this 9 day of November, 2020

\_\_\_\_\_  
Signature of Authorized Official      319-283-5440  
Telephone

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

Setting date for public hearing on 2020-2 amendment to urban renewal plan for Industrial Park Urban Renewal Area

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

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

WHEREAS, an amendment to the urban renewal plan for the Industrial Park Urban Renewal Area has been prepared which describes a new urban renewal project in the Urban Renewal Area related to a development agreement with ICE Manufacturing; and

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

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

Section 1. This City Council will meet at the City Hall on December 14, 2020, at \_\_\_\_\_ p.m., at which time it will hold a public hearing on the proposed 2020-2 urban renewal plan amendment for the Industrial Park Urban Renewal Area.

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

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

NOTICE OF PUBLIC HEARING ON PROPOSED 2020-2 AMENDMENT TO  
URBAN RENEWAL PLAN FOR INDUSTRIAL PARK URBAN RENEWAL  
AREA

Notice Is Hereby Given: That at \_\_\_\_\_ p.m., on December 14, 2020, at the City Hall, the City Council of the City of Oelwein, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Industrial Park Urban Renewal Area to describe an urban renewal industrial development expansion project, including a tax increment rebate agreement with ICE Manufacturing, involving incremental revenue in an amount not to exceed \$106,570.

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

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

Dylan Mulfinger  
City Clerk

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

To fix a date of meeting at which it is proposed to hold a hearing on a Development Agreements with ICE Manufacturing

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

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

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with ICE Manufacturing (the “Company”) in connection with the expansion of an industrial facility located in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide property tax incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$106,570 under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This Council shall meet at the City Hall on December 14, 2020 at \_\_\_\_\_ p.m., at which time a public hearing will be held on the Development Agreement.

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

NOTICE OF MEETING FOR PUBLIC HEARING ON DEVELOPMENT AGREEMENT  
WITH ICE MANUFACTURING

The City Council of the City of Oelwein, Iowa, will meet at the City Hall on December 14, 2020, at \_\_\_\_\_p.m., at which time a hearing will be held on a Development Agreement between the City and ICE Manufacturing, related to the Company’s expansion and renovation of a facility located in the City’s Industrial Park Urban Renewal Area, at 1001 Industrial Park Road.

The Development Agreement provides for certain property tax incentives in the form of annual appropriation incremental property tax payments in a total amount not exceeding \$106,570, as authorized by Section 403.9 of the Code of Iowa.

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

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

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

Dylan Mulfinger  
City Clerk



Tax Increment Financing Rebate Agreement Proposal- [ICE Manufacturing Expansion \(90% for 10 yr\)](#)

For FY 2021 the City's combined tax rate is: \$39.45354

Deductions required to compute TIF tax rate

- City Debt Service Levy \$3.20447
- County Debt Service Levy \$0.45328
- Community College Debt Service Levy \$0.28807
- School Debt Service Levy \$0.00000
- School PPEL \$1.34000
- School Instructional Levy \$0.33565

**TOTAL TIF TAX RATE FOR FY 2021: \$33.83207**

Developer Project total Assessed (Commercial Property) \$618,935

Deduct the existing land at \$268,935

**Total Incremental Value of Development TAXABLE \$350,000**

**Total Taxes for Development (100%) \$350 x 39.45354 = \$13,809**

**Total Taxes Eligible for TIF Rebate \$350 x \$33.83207 = \$11,841**

**Total TIF Rebate Proposal (10yr)**

Year 1	90% Rebate	\$10,657	Year 6	90% Rebate	\$10,657
Year 2	90% Rebate	\$10,657	Year 7	90% Rebate	\$10,657
Year 3	90% Rebate	\$10,657	Year 8	90% Rebate	\$10,657
Year 4	90% Rebate	\$10,657	Year 9	90% Rebate	\$10,657
Year 5	90% Rebate	\$10,657	Year 10	90% Rebate	\$10,657

**TOTAL APPROXIMATE REBATE OVER 10 YR - \$106,570**

Suggestions for TIF Rebate Agreement:

- Annual Appropriations
- Not to exceed amounts per year or over life of rebate.

**PRELIMINARY - SUBJECT TO CHANGE**



# Memo

**To:** Honorable Mayor & City Council,

**From:** Utility Superintendent Victor Kane

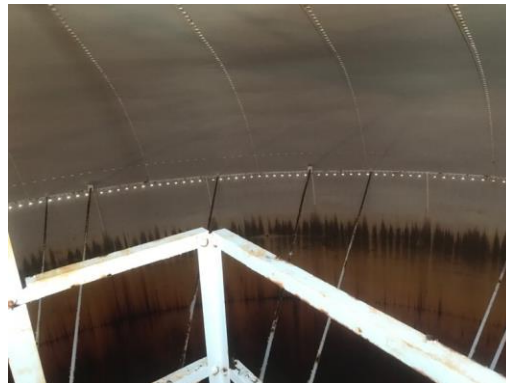
**CC:** City Administrator Dylan Mulfinger

**Reference:** West Tower - Vent Holes

**Date:** 11/03/2020

Greetings,

We had some recent conversation with FOX and the contractor on this line of holes shown in the photo.



They were not included to be addressed in the bid because they are the vent holes for the structure. Originally approved by DNR so grandfathered even though they are no longer allowed. The contractor on the job builds water towers and raised concerns since these vents are open to atmosphere without any screening. The reason why they are no longer allowed. They pointed out since we specified a new vent to be installed on the tank, they will have no functional use. Making this is the opportune time to have them removed. Thus, allowing us to meet the new Ten State Standards regulations and remove this possible contamination source.

FOX did a rough estimate to do this work based on Maguire's bid adjustment price for hole repairs. That price roughly would be around \$16,000. Maguire provided a fixed price of \$9,700 to do this work. Considering everything and the fact this will not get cheaper with time I would recommend that the Council approve this change order.

Thank you for your time.  
Victor Kane

From the Desk of  
Oelwein Utility Superintendent Victor Kane

Change Order No. 3

Date of Issuance: 10/30/2020  
 Owner: City of Oelwein, Iowa  
 Contractor: Maguire Iron, Inc.  
 Engineer: FOX Engineering  
 Project: West Water Tower Repainting

Effective Date: 11/9/2020  
 Owner's Contract No.:  
 Contractor's Project No.:  
 Engineer's Project No.: 3406-19A  
 Contract Name:

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

**Item 1:** Perform welding repairs to fill the open vent holes located around the upper perimeter of the elevated storage tank walls. With the new vent to be installed, these are no longer required and are recommended for removal.

Attachments: *Figure CO-3.1*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ <u>765,220.00</u>	Original Contract Times: Substantial Completion: <u>120 calendar days</u>  Ready for Final Payment: <u>150 calendar days</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :  \$ <u>56,500.00</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>10 days</u>  Ready for Final Payment: <u>10 days</u>
Contract Price prior to this Change Order:  \$ <u>821,720.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>130 calendar days</u>  Ready for Final Payment: <u>160 calendar days</u>
Increase of this Change Order:  \$ <u>9,700.00</u>	Increase of this Change Order: Substantial Completion: <u>0 calendar days</u>  Ready for Final Payment: <u>0 calendar days</u>
Contract Price incorporating this Change Order:  \$ <u>831,420.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>130 calendar days</u>  Ready for Final Payment: <u>160 calendar days</u>

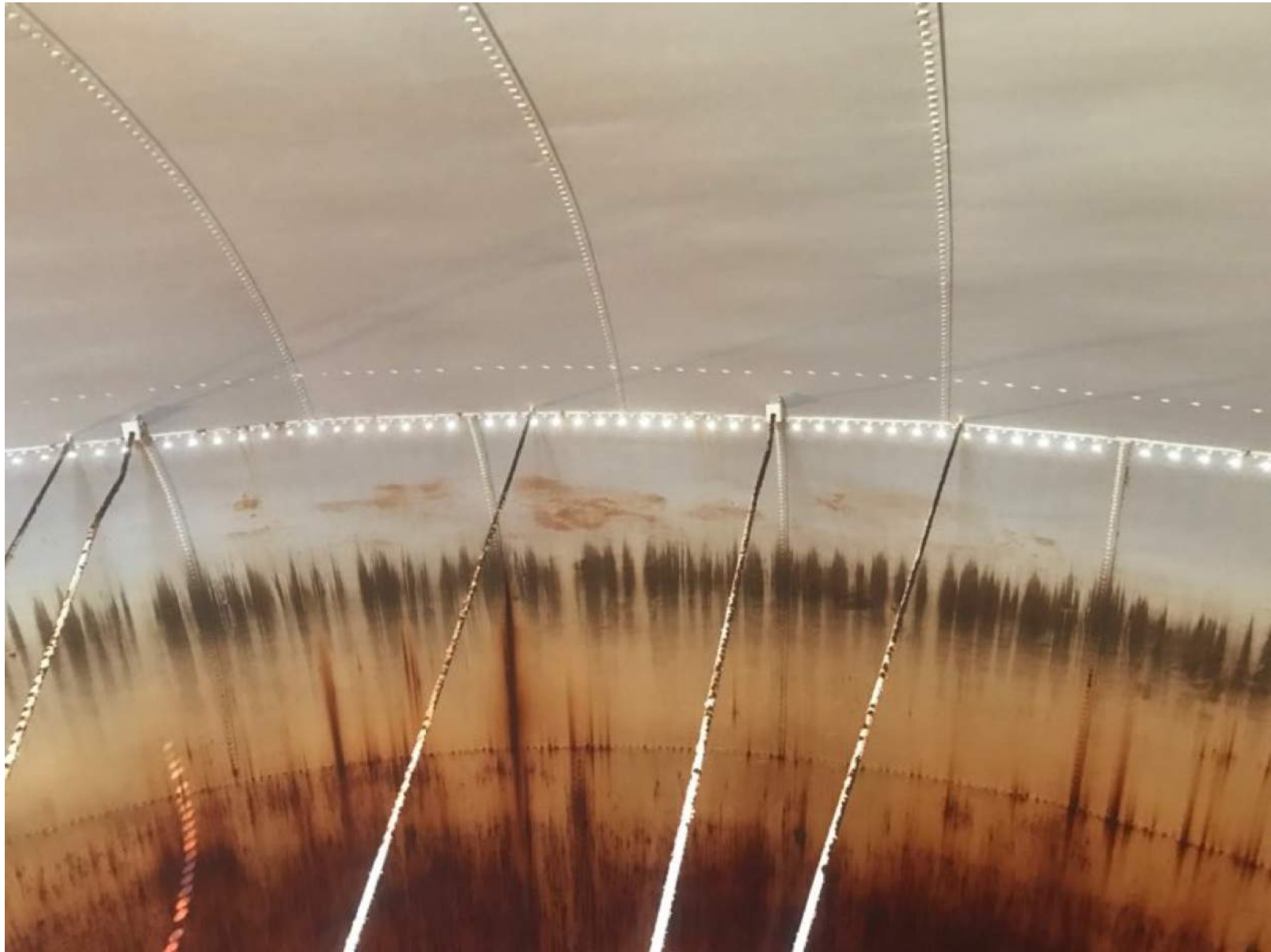
RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Matthew Hawes</u>	By: _____	By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized)	Contractor (Authorized)	Contractor (Authorized)	Contractor (Authorized)	Contractor (Authorized)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____
Date: <u>11-5-2020</u>	Date: _____	Date: <u>11-3-20</u>	Date: _____	Date: <u>11-3-20</u>	Date: _____

Approved by Funding Agency (if applicable)

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

**WEST WATER TOWER REPAINTING  
CITY OF OELWEIN, IOWA**

**FIGURE CO-3.1: Tower Vent Holes**





# Memo

**To:** Honorable Mayor & City Council,

**From:** Utility Superintendent Victor Kane

**CC:** City Administrator Dylan Mulfinger

**Reference:** East Charles & 1<sup>st</sup> Street Ave Traffic Light

**Date:** 11/04/2020

Greetings,

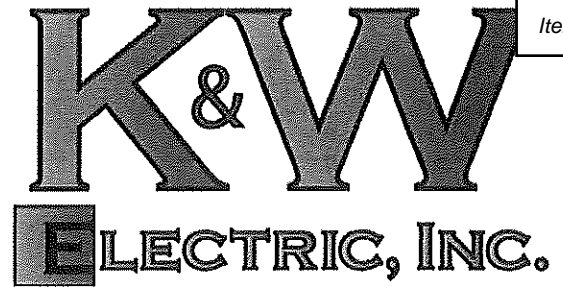
The last we discussed K&W, at their expense, was to replace a bad wire from the conduit installation they performed for us. This was completed thus allowing this light be removed from the timing mode and back to traffic loop activation. However, the loops did not activate. It was found that at some point years ago the loops had failed and were disconnected in the hand holds. Our guess is when the downtown project was happening. No matter the reason this should be the only thing left in what became a rebuild of this light.

Reinstallation of the loops will allow the light to trigger to the active loop instead of waiting for it to run a full timer circuit. This will quicken the wait times when a single vehicle is at the light. It may possibly help the periodic traffic congestion in the 100 block of East Charles. The cost to install all new loops is \$6,000. The contractor is not sure this can be completed yet this fall. So, it may be a spring installation. I recommend approval of this installation.

Thank you for your time.

Victor Kane

From the Desk of  
Oelwein Utility Superintendent Victor Kane



To: City of Oelwein

Attn: Herb

Re: Traffic Signal Loop Detectors

Our quote to replace the loop detectors at the intersection of Hwy 3 and Charles Street is as follows:

Sawcut traffic signal loop detector:                      \$1,500 ea            x 4            = \$6,000

This work will require temperatures above 40 degrees in order for the sealant to properly set up. With our current work schedule being pretty full for the fall there is a chance that we may not be able to get these installed yet this fall but it will depend on the weather.

Thank You

A handwritten signature in black ink, appearing to read 'Jeremy Brandt', is written over a circular stamp or mark.

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](http://www.k-welectric.com)

Email: [kwe@k-welectric.com](mailto:kwe@k-welectric.com)

Equal Opportunity Employer



# Memo

**To:** Honorable Mayor & City Council,

**From:** Utility Superintendent Victor Kane

**CC:** City Administrator Dylan Mulfinger

**Reference:** SENSUS – TGB & RNI Upgrade

**Date:** 11/05/2020

Greetings,

Our Sensus meter reading system is no longer supported by Sensus thus needs updated. The upgrade will eliminate the old servers at the tower moving our readings to the cloud. We will see an increase in our yearly maintenance agreement which has remained at \$3,722.06 for the last 4 years. This is a common theme on practically all software related items. I have included information for your review.

We had budgeted this replacement in the last year's budget. Due to coordination issue we were unable to get it started. We will be splitting this cost between water and sewer as we do the meter purchases. I recommend that you approve the SENSUS RNI & TGB upgrade for \$30,840.

Thank you for your time.

Victor Kane

From the Desk of  
Oelwein Utility Superintendent Victor Kane

### Oelwein RNI and TGB Upgrades

10-16-2020

RNI Set-Up	\$6365
Sensus Analytics Set-Up and Integration	\$6800
RNI and SA Training	\$4400
New TGB	\$13,275
<b>Total System Upgrade:</b>	<b>\$30,840</b>

New Annual Support after upgrades will be \$5258

March 2022: \$6429

March 2023: \$8112

March 2024: \$10,130

March 2025: \$12,743

After 2025 increase by 3%/year.



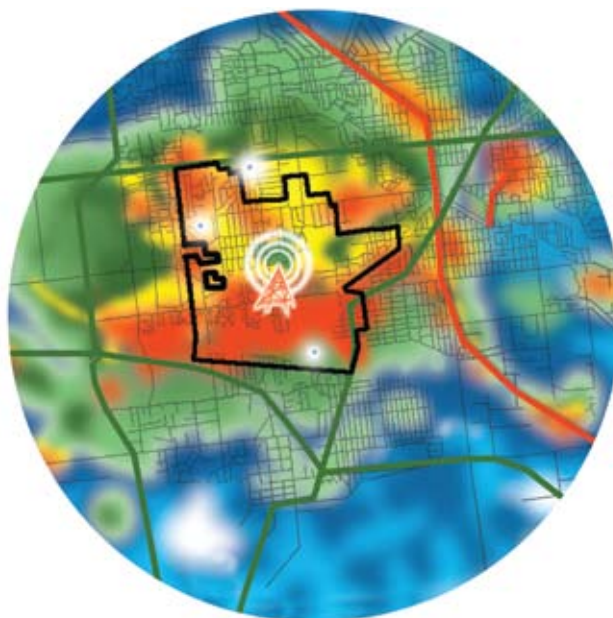


# Sensus FlexNet System



The Sensus FlexNet System is a wide area Advanced Metering Infrastructure (AMI) system that provides the ability to read water, gas and electric meters with a common AMI platform. The FlexNet system is designed around the central concepts of Simplicity, Flexibility, and Reliability.

The Sensus FlexNet system is a “single-tier” system, meaning that readings are transmitted directly from the meter endpoint to one or more Tower Gateway Base Stations (TGBs) which are usually miles apart from each other. No complex series of collectors are required to “store and forward” reading data due to the excellent network performance capabilities. Upon reaching the TGBs, the readings are sent immediately to the back-end software (RNI and MDM) via any available Ethernet connection (wired, wireless, Wi-Fi, fiber, frame relay, analog modem). Typical range from the endpoints to the TGB varies due to many factors (building density, topography and foliage), but reliable communications can be established between meter endpoints via one of the variety of transmit modes. The FlexNet system supports long range reliable transmission which can be achieved with minimal infrastructure. This in turn results in low overall maintenance costs.



## Where every dollar invested makes more cents.

Our Software as a Service (SaaS) offer provides all the benefits of a Sensus communications network by placing the RNI (Regional Network Interface) in your own private cloud-based solution. When you move to a SaaS model, we provide all of the hardware and software required to operate the RNI through our world-class data centers<sup>1</sup>. There is no need for additional capital expenditures such as IT, additional office space and specialized resources. You can achieve the business outcomes you require, with the lowest total cost of ownership and complete peace-of-mind.

We monitor your servers and network connections around the clock to ensure high availability and reliability. Our data center team performs all hardware maintenance as well as software patches, updates, and upgrades to ensure you have access to the latest features. In addition to standard security testing procedures, we perform quarterly third party audits and security testing by certified Cyber-Security partners to ensure your information is safe. In addition, we eliminate your need to maintain a separate disaster recovery environment using our geographically separated data center locations.

### Overview of Sensus Software as a Service

- Sensus owns RNI software and license
- Sensus manages, maintains and monitors software and server hardware
- Annual fee includes all hardware and software licenses
- FlexWare software maintenance is included
- Disaster recovery included

	Customer Responsibility	Sensus Responsibility
RNI License		X
Connection from BaseStation to Data Center	X	
Hardware (servers, storage, etc.)		X
Software (Operating System, Third-party, RNI)		X
Disaster recovery (Hardware, Software, etc.)		X

See below and reverse side for a detailed comparison of responsibilities

### Benefits and Outcomes Delivered:

- Reduce
  - IT and operational costs
  - Risk associated with system configuration and maintenance
  - Risk in planning for business continuity through disaster recovery
  - Environmental impact (carbon footprint)
- Provide predictable costs for budgetary planning
- Increase availability and system performance through our dedicated network and servers
- Increase and strengthen security of your IT systems
- Accelerate time to market with new technologies
- Increase operational efficiency leveraging our Network Operations Center

## Compare the Benefits

Own and Operate	
Customer Responsibilities	Sensus Responsibilities
<b>NETWORK</b>	
<ul style="list-style-type: none"> <li>• Configure and manage equipment (non-RNI)</li> <li>• Configure and manage network addresses</li> <li>• Configure and manage Virtual Private Networks (VPNs)</li> <li>• Configure and manage standard time source (NTP or GPS)</li> <li>• Configure and manage security access points</li> <li>• Respond to relevant alarms and notifications</li> </ul>	<ul style="list-style-type: none"> <li>• Assist in configuring connection from base stations to licensed RNI server</li> <li>• Assist in configuring standard time source (NTP or GPS)</li> <li>• Respond to customer incidents when customer calls technical support</li> </ul>
<b>STORAGE AREA NETWORK (SAN)</b>	
<ul style="list-style-type: none"> <li>• Respond to alarms and notifications</li> <li>• Investigate issues using log files</li> <li>• Manage vendor if physical storage is off-site</li> <li>• Configure and verify regular backups are occurring successfully</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>

Software as a Service (SaaS)	
Customer Responsibilities	Sensus Responsibilities
<b>NETWORK</b>	
<ul style="list-style-type: none"> <li>• Configure and manage equipment (non-RNI)</li> <li>• Configure and manage local area network and addresses</li> </ul>	<ul style="list-style-type: none"> <li>• Configure and manage equipment (non-RNI) in Data Center</li> <li>• Configure and manage network addresses in Data Center</li> <li>• Configure and manage Virtual Private Networks (VPNs)</li> <li>• Configure and manage standard time source (NTP or GPS)</li> <li>• Configure and manage security access points</li> <li>• Respond to relevant alarms and notifications</li> </ul>
<b>STORAGE AREA NETWORK (SAN)</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• Respond to alarms and notifications</li> <li>• Investigate issues using log files</li> <li>• Manage vendor if physical storage is off-site</li> <li>• Configure and verify regular backups are occurring successfully</li> </ul>

Own and Operate	
Customer Responsibilities	Sensus Responsibilities
<b>DATABASE</b>	
<ul style="list-style-type: none"> <li>Define data retention policy</li> <li>Archive relevant data</li> <li>Purge old, irrelevant, and excess data</li> <li>Monitor space and capacity requirements</li> <li>Respond to database alarms and notifications</li> <li>Install database software upgrades and patches</li> <li>Migrate data during installation and upgrades</li> </ul>	<ul style="list-style-type: none"> <li>May perform or assist with installation of database patches, updates, and upgrades as a paid service</li> <li>Perform standard technical support troubleshooting of RNI application and/or database when customer calls for assistance</li> </ul>
<b>RNI APPLICATION</b>	
<ul style="list-style-type: none"> <li>Research significant problems with meter reads and system performance</li> <li>Create and manage user accounts</li> <li>Customize application configurations</li> <li>Support application users</li> <li>Investigate application operational issues</li> <li>Respond to alarms and notifications</li> <li>Install application upgrades and patches</li> <li>Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades</li> </ul>	<ul style="list-style-type: none"> <li>May perform or assist with installation of application patches, updates, and upgrades as a paid service</li> <li>Perform standard technical support troubleshooting of application when customer calls for assistance</li> </ul>
<b>OPERATING SYSTEM AND THIRD-PARTY SOFTWARE</b>	
<ul style="list-style-type: none"> <li>Install operating system and other 3rd party software patches, updates, and upgrades</li> <li>Perform system hardware maintenance, or delegate and monitor maintenance personnel with tasks such as monitor system performance, capacity, and availability</li> </ul>	<ul style="list-style-type: none"> <li>May perform or assist with installation of system patches, updates, and upgrades as a paid service</li> <li>Perform standard technical support troubleshooting of system when customer calls for assistance</li> </ul>
<b>SECURITY</b>	
<ul style="list-style-type: none"> <li>Configure and manage security policies</li> <li>Install security-related software and hardware upgrades and patches for operating system, database, and applications</li> <li>Respond to alarms and notifications</li> </ul>	<ul style="list-style-type: none"> <li>May perform or assist with installation of security patches, updates, and upgrades as a paid service</li> <li>Perform standard technical support troubleshooting of RNI application and/or database when customer calls for assistance</li> </ul>
<b>BUSINESS CONTINUITY</b>	
<ul style="list-style-type: none"> <li>Develop and implement a disaster recovery plan</li> <li>Monitor system performance trends</li> <li>Monitor for significant equipment and infrastructure faults</li> <li>Identify problems and tasks required to perform required repairs; delegate to appropriate personnel</li> <li>Replicate all systems (hardware and software) to a separate location (if available)</li> <li>Perform complete system switch over to disaster recovery location (if available)</li> </ul>	<ul style="list-style-type: none"> <li>May consult with customer to create a business continuity plan and/or procedures as a paid service</li> <li>May assist with switch over of systems to disaster recovery location as a paid service</li> <li>Perform standard technical support troubleshooting of system when customer calls for assistance during a disaster situation</li> </ul>

Software as a Service (SaaS)	
Customer Responsibilities	Sensus Responsibilities
<b>DATABASE</b>	
<ul style="list-style-type: none"> <li>None</li> </ul>	<ul style="list-style-type: none"> <li>Define data retention policy</li> <li>Archive relevant data</li> <li>Purge old, irrelevant, and excess data</li> <li>Monitor space and capacity requirements</li> <li>Respond to database alarms and notifications</li> <li>Install database software upgrades and patches</li> <li>Migrate data during installation and upgrades</li> </ul>
<b>RNI APPLICATION</b>	
<ul style="list-style-type: none"> <li>Research significant problems with meter reads and system performance</li> <li>Create and manage user accounts</li> <li>Customize application configurations</li> <li>Support application users</li> <li>Investigate application operational issues</li> <li>Respond to alarms and notifications</li> <li>Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades</li> </ul>	<ul style="list-style-type: none"> <li>Install RNI application patches, updates, and upgrades when customer requests per Change Management process</li> <li>Perform standard technical support troubleshooting of application when customer calls for assistance</li> </ul>
<b>OPERATING SYSTEM AND THIRD-PARTY SOFTWARE</b>	
<ul style="list-style-type: none"> <li>None</li> </ul>	<ul style="list-style-type: none"> <li>Install operating system and other 3rd party software patches, updates, and upgrades</li> <li>Perform system hardware maintenance and monitor system performance, capacity, and availability</li> <li>Perform standard technical support troubleshooting of system when customer calls for assistance</li> </ul>
<b>SECURITY</b>	
<ul style="list-style-type: none"> <li>None</li> </ul>	<ul style="list-style-type: none"> <li>Configure and manage security policies</li> <li>Install security-related software and hardware upgrades and patches for operating system, database, and applications</li> <li>Respond to alarms and notifications</li> </ul>
<b>BUSINESS CONTINUITY</b>	
<ul style="list-style-type: none"> <li>Develop and implement a disaster recovery plan</li> <li>Inform Sensus when to execute and switch over to the disaster recovery environment (execution fee will apply)</li> </ul>	<ul style="list-style-type: none"> <li>Develop and implement a disaster recovery plan</li> <li>Monitor system performance trends</li> <li>Monitor for significant equipment and infrastructure faults</li> <li>Identify problems and tasks required to perform required repairs; delegate to appropriate personnel</li> <li>Replicate all systems (hardware and software) to a separate location</li> <li>Perform complete system switch over to disaster recovery environment</li> </ul>

**Software as a Service Agreement**

between

**City of Oelwein**  
 ("Customer")

and  
**Sensus USA Inc.**  
 ("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

**Sensus USA Inc.**

**Customer: City of Oelwein**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Contents of this Agreement:**

- Agreement
- Exhibit A Software
- Exhibit B Technical Support

## Agreement

1. **General**
  - A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.
2. **Software.**
  - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
  - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
3. **Spectrum**
  - A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 1/1/2016 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
4. **Equipment.**
  - A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT
  - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
5. **Services.**
  - A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
  - B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
  - C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
  - D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
  - E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
6. **General Terms and Conditions.**
  - A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
  - B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
  - C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
  - D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
  - E. **Intellectual Property Rights.**

- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
  - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
  - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
  - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
  - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Acknowledgement of Events.** The Parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The Parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The Parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**

- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **"Confidential Information"** means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **"Field Devices"** means the SmartPoint Modules.
- E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

**Exhibit A  
Software**

**Software as a Service**

**1. Description of Services.**

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

**A. Software as a Service Generally.**

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
  - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

**B. Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

**C. Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

**D. Software as a Service means only the following services:**

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
  - (a) Network addresses and virtual private networks (VPN)
  - (b) Standard time source (NTP or GPS)
  - (c) Security access points
  - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
  - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
  - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
  - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
  - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
  - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
  - (a) Implement the data retention plan and policy, and will provide the policy upon request.
  - (b) Monitor space and capacity requirements.
  - (c) Respond to database alarms and notifications.
  - (d) Install database software upgrades and patches.
  - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
  - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
  - (b) Respond to incidents and problems that may occur to the Application(s).
  - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
  - (d) Correlate incidents and problems where applicable.



- (e) Sensus personnel will use the self-service portal to document and track incidents.
  - (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
  - (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
  - (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
- (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
  - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
  - (c) Conduct period penetration testing of the network and data center facilities.
  - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
  - (e) Perform anti-virus and Malware patch management on all systems.
  - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
  - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
  - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
  - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
  - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
- (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
  - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
  - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
  - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
  - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
  - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
  - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
  - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
  - (i) The Application shall have a RTO of forty-eight (48) hours.
  - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
  - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.
- E. **Customer Responsibilities:**
- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
  - ii. Participate in all required configuration and change management procedures.
  - iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
  - iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
  - v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
  - vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
  - vii. Responsible for local area network configuration, management, and support.
  - viii. Identify and research problems with meter reads and meter read performance.
  - ix. Create and manage user accounts.
  - x. Customize application configurations.
  - xi. Support application users.
  - xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
  - xiii. Respond to alarms and notifications.
  - xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
- F. **Software as a Service** does not include any of the following services:
- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
  - ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.
- If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.**

## 2. Further Agreements

### A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \left( \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}} \right)$$

TMO

- ii. **Calculations**
  - a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
  - b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
  - c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. **Exceptions.** Exceptions mean the following events:
  - Force Majeure
  - Emergency Work, as defined below; and
  - Lack of Internet Availability, as described below.
  - a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
  - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
  - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
  - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
  - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
  - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
  - v. Dry pipe pre-action fire detection and suppression systems are provided.
  - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer.**
  - i. Customer shall promptly pay all Software as a Service fees.
  - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
  - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by

Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

#### D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
  - a. Core Package
    - (i) Communication
      1. Manages all inbound and outbound traffic to and from endpoints
      2. Outbound routing optimization
      3. Route analyzer
      4. AES256 bit encryption of radio messages
      5. Reports and metric details of network performance and troubleshooting aids
      6. Management of RF equipment (base stations and endpoint radios)
    - (ii) Data Collection
      1. Missing read management
      2. Management of duplicate reads
      3. 60 day temporary storage
    - (iii) Application integration
      1. To Sensus Analytics applications
      2. Enable 3<sup>rd</sup> party application integration
      3. Batch CMEP file export
      4. Real-time access through MultiSpeak
    - (iv) Endpoint Management
      1. Gas, water, electric, lighting concurrent support
      2. Remote configuration
      3. Remote firmware updates
      4. Reports, metrics and Troubleshooting
    - (v) User Management
      1. Secure access
      2. Password management
      3. Definable user roles
      4. User permissions to manage access to capabilities
  - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
    - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
      1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
      2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
    - (ii) Customer Responsibilities:
      1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
      2. Establish the network and security required for the two systems to reasonably communicate.
      3. Verify integration to third party system functionality is working as intended.
    - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

#### 3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

- A. Essential Package.** The Essential Package of the Sensus Analytics Application shall consist of the following modules:
- i. Device Access
    - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
    - b. Allows a view of the meter interval or register reads.
    - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
    - d. Allows the current and historical data to be viewed.
    - e. Allows the current usage to be compared to historical distribution averages.
    - f. Allows the user to see the meter location on a map view.
    - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
    - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
  - ii. Meter Insight (provides the following)
    - a. # of active meters.
    - b. # of orphaned meters with drill down to the list of meters.
    - c. # of inactive meters with usage drill down to the list of meters.
    - d. # of stale meters with drill down to the list of meters.
    - e. # of almost stale meters with drill down to the list of meters.
    - f. # of meters where no read is available with drill down to the list of meters.
    - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
    - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
    - i. # of unknown radios with drill down to the list of meters.
  - iii. Report Access
    - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
    - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
    - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
    - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
    - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
    - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
    - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
    - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
    - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
    - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
    - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
    - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
    - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter id in the RNI. Users must enter which billing request file prior to running the report.
    - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
  - iv. Billing Access
    - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
    - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
    - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
    - d. Will store created billing files for a period of three years unless otherwise denoted.
    - e. The system will allow creation of test files before export to the billing system.
  - v. Billing Adaptor
    - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
  - vi. Data Store
    - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
    - b. Stored data is available online for reports and analysis.
    - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
- i. Alarm Insight
    - a. Allows the user to summarize and filter alarms by a date range.
    - b. Allows the user to review all alarm types on a single screen.
    - c. The user can filter out the alarms not wanted on the screen.
    - d. Alarm totals can be visualized.
    - e. Adds a view of trending alarms over time.
    - f. Click to drill down on an alarm to gain more information on specific events.
    - g. Click to analyze a specific event on a particular device.
  - ii. Alert Manager
    - a. Allows creation of alert groups who will be notified when an alarm occurs.
    - b. Users can manage alert groups by adding and removing group members.
    - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).

- d. Allows creation of an alert from the available system events from smart points and assign to a group.
- e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

**C. Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
  - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
  - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
  - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
  - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
  - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

**4. Third Party Software.**

**A. RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	<a href="http://www.redhat.com/licenses/rhel_rha_eula.html">http://www.redhat.com/licenses/rhel_rha_eula.html</a>
JBoss Enterprise Middleware	<a href="http://www.redhat.com/licenses/jboss_eula.html">http://www.redhat.com/licenses/jboss_eula.html</a>

## Exhibit B Technical Support

### 1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

### 2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AML, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

### 3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

### 4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

#### A. Severity Levels Description:

**Sev1** Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

**Sev2** Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

**Sev3** The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
  - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
  - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
  - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

### 5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> <li>Satisfactory workaround is provided.</li> <li>Program patch is provided.</li> <li>Fix incorporated into future release.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> </ul>
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> <li>Satisfactory workaround is provided.</li> <li>Program patch is provided.</li> <li>Fix incorporated into future release.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> </ul>
3	1 Business Day	30 business days	<ul style="list-style-type: none"> <li>Answer to question is provided.</li> <li>Satisfactory workaround is provided.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> <li>Fix incorporated into future release.</li> </ul>

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
- 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.



## 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 # 7319  
Date: 11/03/2020  
Due Upon Receipt

### City of Oelwein nuisance/abatement work

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

Type	Date	Notes	Quantity	Rate	Total
Service	10/01/2020	Munn Review docs, Westlaw search, email from Ted, email to Pat, draft Application and Proposed Order	0.40	\$60.86	\$24.34
Service	10/01/2020	email to ted re service	0.10	\$60.86	\$6.09
Service	10/02/2020	file motion application, diligent search, email from Ted	0.20	\$60.86	\$12.17
Expense	10/02/2020	Reimbursable expenses: service fee on Carol Munn - diligent search	1.00	\$35.00	\$35.00
Service	10/02/2020	PM to Hope Robinson re Pauling house- FB search	0.30	\$60.86	\$18.26
Service	10/02/2020	Munn- send for service via publication- review order	0.30	\$60.86	\$18.26
Service	10/05/2020	review hope messages	0.10	\$60.86	\$6.09
Service	10/07/2020	call to Ylonda, call to Sam, email to pat, fix QCD with Carol,	0.40	\$60.86	\$24.34
Service	10/09/2020	draft report to the court, file	0.20	\$60.86	\$12.17
Service	10/09/2020	email to Sam re baker property	0.10	\$60.86	\$6.09
Service	10/14/2020	email correspondence with Prouty re Rozinek and Buhr	0.10	\$60.86	\$6.09
Service	10/15/2020	review cases for next week, email to Nathan and Prouty	0.20	\$60.86	\$12.17
Service	10/16/2020	email prouty and same new order, update calendar and spreadsheet	0.10	\$60.86	\$6.09
Service	10/19/2020	Jay from Oelwein	0.50	\$136.83	\$68.42



Service	10/20/2020	Flat Rate: Drafting Quit Claim Deed from Shuck & Voshell to the city of Oelwein	1.00	\$100.00	\$100.00
Service	10/22/2020	email to Sam re photos	0.10	\$60.86	\$6.09
Expense	10/26/2020	Reimbursable expenses: filing fee Hamilton	1.00	\$155.00	\$155.00
Service	10/26/2020	data entry for citation filing	0.20	\$60.86	\$12.17
Service	10/27/2020	Flat Rate: Westlaw search	1.00	\$250.00	\$250.00
Service	10/27/2020	call from Clerk of Court- search identifying info for def in Hamilton matter.	0.40	\$60.86	\$24.34
Service	10/27/2020	call to Clerk, refile citation, Beacon search, land record search, adjust citation	0.30	\$60.86	\$18.26
Expense	10/27/2020	Reimbursable expenses: Service fee on Hamilton	1.00	\$160.00	\$160.00
				<b>Total</b>	<b>\$981.44</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
7319	11/03/2020	\$981.44	\$0.00	\$981.44	
				<b>Outstanding Balance</b>	<b>\$981.44</b>
				<b>Total Amount Outstanding</b>	<b>\$981.44</b>

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



## Dillon Law PC

209 E 1st Street  
Sumner, Iowa 50674

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

### CityOelwein

### Oelwein City Attorney

## INVOICE

Invoice # 7320  
Date: 11/03/2020  
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Service	09/29/2020	09.29.2020: Review of Oelwein v. Garceau, Rozinek, Steinbron, and Gabriel; Prepare for trials: .3  NJL	0.30	\$133.43	\$40.03
Service	09/29/2020	09.29.2020: Attendance at Oelwein v. Garceau; trial of matter .3  NJL	0.30	\$133.43	\$40.03
Service	09/29/2020	09.29.2020: Attendance at Oelwein v. Rozinek; trial of matter; .5  NJL	0.50	\$133.43	\$66.72
Service	09/29/2020	09.29.2020: Attendance at Oelwein v. Steinbron; trial of matter; .3  NJL	0.30	\$133.43	\$40.03
Service	10/02/2020	email to Nathan for next weeks cases	0.10	\$59.60	\$5.96
Expense	10/05/2020	Reimbursable expenses: Recording fee for RISE Ltd deed package	1.00	\$34.00	\$34.00
Service	10/06/2020	update spreadsheet, review filing, set task 1 year from today	0.20	\$59.60	\$11.92
Service	10/07/2020	email to Jay and Sam re witness in hill matter, draft and file witness list, calendar event, update spreadsheet	0.30	\$59.60	\$17.88
Service	10/09/2020	email correspondence with Sam, review filing, email	0.20	\$59.60	\$11.92

		filings to sam			
Service	10/09/2020	email correspondence with John 3, draft letter to John 3	0.30	\$59.60	\$17.88
Service	10/12/2020	email to Nathan, Sam, and Mayor cases spreadsheet	0.10	\$59.60	\$5.96
Service	10/12/2020	attendance at city council meeting.	1.25	\$133.43	\$166.79
Service	10/13/2020	review filing - kapler	0.10	\$59.60	\$5.96
Service	10/15/2020	review emails and docs re Hallberg tax sale, email to Pat	0.20	\$59.60	\$11.92
Service	10/15/2020	Hallbreg- email to Treasurer re deed	0.10	\$59.60	\$5.96
Service	10/15/2020	sales coordination 15th Ave ST NE	0.25	\$133.43	\$33.36
Service	10/15/2020	attention to tax sale issue Halberg	0.25	\$133.43	\$33.36
Service	10/15/2020	affdavit of lost check review.	0.25	\$133.43	\$33.36
Expense	10/15/2020	Reimbursable expenses: Recording Hallberg deed	1.00	\$17.00	\$17.00
Expense	10/15/2020	Reimbursable expenses: Fee to Fayette county Treasurer on Hallberg	1.00	\$25.00	\$25.00
Service	10/15/2020	request checks, email from Treasurer, draft letter to treasurer mail with checks	0.30	\$59.60	\$17.88
Service	10/16/2020	email correspondence with Nathan and Jim, draft and file motion to continue	0.30	\$59.60	\$17.88
Service	10/16/2020	10.16.2020: Email from Wehiling re: Oelwein v. Jensen, reply; .1  NJL	0.10	\$133.43	\$13.34
Service	10/19/2020	email correspondence with Sam, review files	0.20	\$59.60	\$11.92
Service	10/19/2020	property tax review	0.25	\$133.43	\$33.36
Service	10/20/2020	review email chain, email to Pat and Sam, beacon search, iowa land record search, email to recorder	0.30	\$59.60	\$17.88
Service	10/20/2020	review filing, update spreadsheet	0.10	\$59.60	\$5.96
Service	10/21/2020	email to Pat re 208 8th Ave, review emails	0.20	\$59.60	\$11.92
Service	10/21/2020	conf with Jay re enforcemtn procedures.	0.25	\$133.43	\$33.36
Service	10/21/2020	email to Sam with QCD	0.10	\$59.60	\$5.96
Service	10/22/2020	draft citation, email to pat for approval, review docs, land records search, beacon search	0.50	\$59.60	\$29.80
Service	10/22/2020	review, respond and research to email form Jay on multiple status updates	0.40	\$59.60	\$23.84
Expense	10/22/2020	Reimbursable expenses: Recording fee for Affidavit on	1.00	\$12.00	\$12.00

Tax Sale					
Service	10/23/2020	draft affidavit, send to recorder	0.30	\$59.60	\$17.88
Service	10/23/2020	email to Sam and Pat re Rozoncki	0.10	\$59.60	\$5.96
Service	10/23/2020	attention to community development correspondence.	0.25	\$133.43	\$33.36
Service	10/26/2020	update and email case spreadsheet, email to Nathan re hours	0.20	\$59.60	\$11.92
Service	10/26/2020	mail tax sale deed draft letter to send with	0.20	\$59.60	\$11.92
Service	10/26/2020	packet retrieval	0.30	\$59.60	\$17.88
Service	10/26/2020	review council packet, call to Scott Banister at the Railroad, tele message to Jay re fire buildings.	1.00	\$133.43	\$133.43
Service	10/26/2020	attend council meeting	0.75	\$133.43	\$100.07
Service	10/27/2020	draft directions for service	0.20	\$59.60	\$11.92
Service	10/28/2020	Update QCD per email from Sam, Draft aff of surviving joint tenant	0.40	\$59.60	\$23.84
Service	10/28/2020	Email correspondence and adjustments with Pat, Sam, and Carol re Voshell and Shuck	0.30	\$59.60	\$17.88
Service	10/28/2020	Flat Rate: Drafting Corporation Warranty Deed transferring to Northeast Iowa Community Action Corp.	1.00	\$100.00	\$100.00
				<b>Total</b>	<b>\$1,346.20</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
7320	11/03/2020	\$1,346.20	\$0.00	\$1,346.20	
				<b>Outstanding Balance</b>	<b>\$1,346.20</b>
				<b>Total Amount Outstanding</b>	<b>\$1,346.20</b>

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



To: Mayor and City Council

From: Dylan Mulfinger

Subject: Administrator's Council Agenda Memo

Date: 11/9/2020

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### Consent Agenda

1. Consideration of a motion to approve the minutes of the October 26, 2020 Council Meeting
2. Consideration of a motion to approve a Class 'B' Beer Permit renewal and ownership update for Oelwein Chamber and Area Development
3. Consideration of a motion approving a Class 'B' Native Wine Permit refund for Delish at Decades

### Resolutions

4. Consideration of a Resolution Requesting Reimbursement from the Iowa COVID-19 Government Relief Fund
  1. The City is eligible for \$140,000 of federal funds provided by the Cares Act. These funds require a resolution. While we have had three resolutions already, I have been informed that the language we had was not enough and that we must update our ask. This is the last resolution now to receive the city's funding. The City Administrator recommends approving the resolution.
5. Consideration of a Resolution Approving appropriation to the payment of General Obligation Bonds, Series 2016A, in Fiscal Year 2021-22
  1. The City uses general appropriates so that debt only counts for the year and does not count toward the debt service. The City uses general appropriation in TIF so to ensure a proper debt ratio for the City. The City Administrator recommends approving the resolution.
6. Consideration of a Resolution Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year - Forsyth Management Company
  1. This is a TIF payment for Forsyth Management Company. The City Administrator recommends approving the resolution.
7. Consideration of a Resolution Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year - Steil's Studio of Dance
  1. This is a TIF payment for Steill's Studio of Dance. This business took over the Dean's Honda TIF payment. The City Administrator recommends approving the resolution.
8. Consideration of a Resolution obligating funds from the Cornerstone Inn and Suites, LLC Subfund of the City's Industrial Park Urban Renewal Area Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation economic development tax increment payments due to be paid in the next succeeding fiscal year.



1. This is a TIF payment to Cornerstone Hotel. The City Administrator recommends approving the resolution.
9. Consideration of a Resolution Approving Internal Loan and Obligating funds from the City's Central Urban Renewal Tax Revenue Fund for appropriation to the payment of Project
  1. The city must have debt in order to TIF. The City creates this debt by having incentives for the business. The City Administrator recommends approving the resolution.
10. Consideration of a Resolution obligating funds from the Performance Rehab Subfund of the City's Central Urban Renewal Area Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation economic development tax increment payments due to be paid in the next succeeding fiscal year
  1. Performance Rehab has a TIF and is part of a larger TIF program. This money is part of the economic development agreement with Performance Rehab. The City Administrator recommends approving the resolution.
11. Consideration of a Resolution Certifying Tax Increment Finance Indebtedness in Various Districts in the City of Oelwein, Iowa
  1. We certify the debt as we are required by the state. The City Administrator recommends approving the resolution.
12. Consideration of a Resolution setting date for public hearing on 2020-2 amendment to urban renewal plan for Industrial Park Urban Renewal Area
  1. This public hearing is for the 10-year 90 percent TIF that council is providing to ICE Manufacturing. The City Administrator recommends approving the resolution.
13. Consideration of a Resolution to fix a date of meeting at which it is proposed to hold a hearing on a Development Agreements with ICE Manufacturing
  1. The ICE Manufacturing TIF will be 10 years at 90 percent. The City Administrator recommends approving the resolution.

#### Motions

14. Consideration of a motion authorizing signatures on Change Order No. 3 in the amount of \$9,700.00 with Maguire Iron, Inc. for West Water Tower Repainting Project
  1. Utility Superintendent Vic Kane has provided a write up on this item. The city has funds available in water infrastructure to complete this change order. The City Administrator recommends approving the change order.
15. Consideration of a motion authorizing repair to Hwy. 3 and Charles Street Traffic Lights by K & W Electric, Inc. in the amount of \$6,000
  1. Utility Superintendent Vic Kane has provided a write up on this item. This funding will come out of Road User Tax Supplies. The City Administrator recommends approving the purchase.
16. Consideration of a motion authorizing utility meter reading software and tower upgrade by Municipal Supply in the amount of \$30,840



1. Utility Superintendent Vic Kane has provided a write up on this item. Funding for this item was approved in last year's CIP but was not completed. Funding stayed in place and is now ready to be used. The City Administrator recommends approving the purchase.



## PARKS MONTHLY REPORT, OCTOBER 2020

### PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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

Like all season long, the employees start their day disinfecting the shop, equipment and trucks before they start the day. This month the cemetery and parks employees have been busy working on concrete projects. On Tuesday the 6th, the employees poured the foundation for the small shelter at Platt Park and finished the last two foundations at Woodlawn. The sidewalk at City Hall was backfilled and relief cuts completed. The department was short two employees with the park side with Jack P. still off and Tim L. gone on a family trip. At the cemetery, the employees were extremely busy with five full burials and one cremation that week. The park employees took down the batting net at diamond 3 at Wings and pulled bags on all diamonds, as the softball league is complete. Jay replaced a couple outlets at the campground that are changed every year. I have been compiling the information that I have collected from the park and rec board to create the park and rec master plan the past two years. I met with the tree board on the 5<sup>th</sup> and we went over our planting project scheduled for Oct. 21<sup>st</sup>. I have completed the Trees Forever grant for next cycle to send out by the end of this month. I am met with the trails committee Tuesday the 13<sup>th</sup> and went over our work from the past month. I met with Missy Rau this month at the complex, as Missy would like to donate a memorial bench at that location. I have a senior who wants to complete her senior seminar project by painting the small shelters at Red gate Park and I talked to Travis Manske from Corner Market and he will donate two trees for her to plant at the park as well.

Both departments helped plant 54 trees on Wednesday the 21<sup>st</sup> in street boulevards that were purchased through a \$5,000 grant the tree board received through Trees Forever. Both departments went around these past two weeks winterizing all the bathrooms and facilities and closed up the campground for the season. Tab S. mowed all the empty lots and houses for the City once again last week. An employee accidentally clipped a tree backing up one of the trucks so we completed all reports, and received quotes to get it repaired. The faith discipleship group brought a handful of their members to the campground to paint all the picnic tables at the campground. I hosted the park and rec meeting on Monday the 19<sup>th</sup> at the library were I presented the board progress on the parks master plan and started going over short and long term goals. I am constantly contacting contractors to receive bids on some of our upcoming projects. I am applying to another grant in which we could receive more funds for playground equipment at Red gate Park.

The last week in October, we started work on the disc golf course at City Park with the help of the Rotary Club. I have been attending continuing education classes for licenses. Jane Cue is finishing her senior seminar project by planting two more trees at Red Gate Park that I asked Manskes to donate to the City. The park employees planted a tree at the City Park dog park this past week, as well as chopping and burning leaves at that park. Mike L. and Jay P. have been working downtown on the streetscape and should finish trimming it up tomorrow. The school finished their two benches at the dog park that Jay and I set the foundations for last fall. Tab has been going around watering the trees we just planted and the cemetery employees have Woodlawn ready for the winter months.





PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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

Platt Park Foundation



City Hall

Finished Foundations



Grave Prep

Master Plan



Trees Forever Planting



PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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

Winterizing

Maintaining properties



Picnic tables painted

Grant proposal

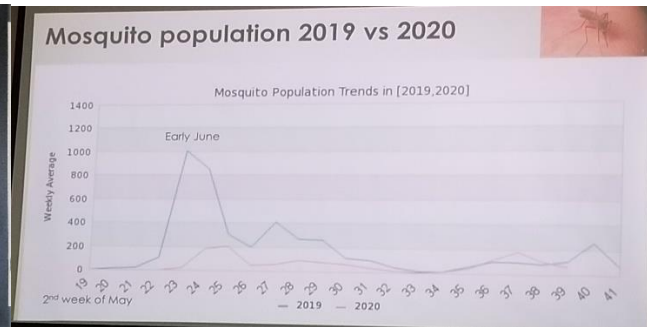


A PLAYCORE Company

Disc Golf



Continuing education classes



Tree planting at Red Gate Park





PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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

Contractors



Tree Planting



Downtown



Dog Park Benches



Trees Forever grant finished





**PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS**

**Daily Activities www.oelwein.fun**

- ❖ Sanitizing shop and equipment
- ❖ Pick up garbage downtown
- ❖ Checking/maintaining parks, cemeteries
- ❖ Monthly safety checklist
- ❖ Maintenance on equipment
- ❖ Order supplies for all departments
- ❖ Safety meeting/orientations
- ❖ 5 full burials, 1 infant burial, and 4 cremations
- ❖ Meet with contractors
- ❖ Watering all trees planted

**Progress on Projects www.oelwein.fun**

- ❖ Ash tree removal, stumps ground at Wings/City Park
- ❖ Website work
- ❖ Meeting with contractors getting quotes on different projects
- ❖ Trail monthly meeting/easements
- ❖ Trail at Wings/pool over seeded
- ❖ New bleachers taken to complex and Wings Park
- ❖ Picnic tables painted at campground
- ❖ Mulched/burned leaves
- ❖ Winterized all facilities
- ❖ Started work on City park disc golf course
- ❖ Continuing education classes
- ❖ Mowers, trucks, equipment cleaned and put away
- ❖ Seasonal employee year end reviews
- ❖ Yard waste removal for library
- ❖ Grave heaters/propane trailers brought up, posts installed along roads for snow removal
- ❖ Planted 54 trees is street boulevards
- ❖ Downtown/city hall trimmed up for winter months
- ❖ Dog park benches installed
- ❖ Trees Forever 2021 grant completed
- ❖ Tree Forever report for this year’s planting completed
- ❖ Paint Iowa Beautiful completion report turned in
- ❖ 2020 Tree City application started
- ❖ Playground equipment for red gate park ordered
- ❖ Dumpsters removed from complex, campground and cemetery
- ❖ Work on Park and Rec master plan
- ❖ Trails Summit meetings

**Next Month and Future Projects www.oelwein.fun**

- ❖ Equipment maintenance
- ❖ Disc golf course install
- ❖ Diamond 3 fencing
- ❖ Website work
- ❖ Shelter install at Platt Park
- ❖ Remove old well houses at City Park
- ❖ Drinking fountains install
- ❖ Replace campground doors
- ❖ Diamond 1 building work
- ❖ Trail easements
- ❖ Electrical project at City Park
- ❖ Bathroom project at Red Gate Park
- ❖ Replace decking on old Wings bridge
- ❖ Aerate ball fields
- ❖ Grant work

Joshua Johnson MA  
Oelwein Park Superintendent  
319-283-0544



The Oelwein Public Library Board of Trustees will meet on Tuesday, November 10, 2020 at 5:00 p.m. at the Oelwein Public Library.

**AGENDA**

- Roll Call**
- Agenda Approved**
- Minutes Approved**
- Correspondence and communications –**
- Trustee Training – Library Access – Computer Classes**
- Director’s Report –**
- Friend’s Report –**
- Bills Approved –**
- Unfinished Business**
  - Library Services and Hours - December
- New Business**
  - Policy Review – Library Lockdown
- Adjournment**

**October Statistics**

<b><i>Circulation:</i></b>	<b><i>Computer Use:</i></b>	<b><i>Reference Questions:</i></b>
<b>20 October: 2,893</b>	<b>20 October: 166</b>	<b>20 October: 534</b>
<i>19 October: 5,430</i>	<i>19 October: 518</i>	<i>19 October: 499</i>
<b><i>Attendance:</i></b>	<b><i>New Patrons:</i></b>	<b><i>Program Attendance:</i></b>
<b>20 October: (1,368) Sunday</b>	<b>20 October: 20</b>	<b>20 October: 43</b>
<i>19 October: (3,478) Sunday</i>	<i>19 October: 19</i>	<i>19 October: 213</i>
 <b><i>Acquisitions:</i></b>	<b><i>BRIDGES Downloads: 366</i></b>	<b><i>HOOPLA Downloads: 110</i></b>
<b>Books 112</b>	<b>eBooks: 192</b>	<b>eBooks: 39</b>
<b>CD’s 10</b>	<b>Audio: 163</b>	<b>Audio: 33</b>
<b>Movies 5</b>	<b>eMagazines: 11</b>	<b>Movies: 18</b>
		<b>Comics: 10</b>
		<b>Music: 5</b>
		<b>TV: 5</b>

42. The library provides computer and/or Internet training for its customers.

Library Lockdown Policy  
December 13, 2012  
Reviewed 8/12/15, 11/10/20  
Revised 3/15/16

In the event of a police emergency such as an "Active Shooter", it may become necessary to "Lockdown" the library to protect occupants and minimize the overall exposure to danger. A "Lockdown" is the temporary sheltering technique, e.g. 30 minutes to several hours, utilized to limit civilian exposure to an "Active Shooter" or similar incident.

When instructed by the Oelwein Police Department to initiate a "Lockdown" of the Public Library, the following tiered level policy is to be implemented.

- **Low Level Lockdown** - Implement when alerted that an incident has occurred in the surrounding area. All exterior doors are locked not allowing entry to anyone until the all clear has been sounded. Patrons would be allowed to conduct business as usual and to leave at their own risk.
- **Medium Level Lockdown** - Implement when alerted that an incident has occurred in the City of Oelwein. All exterior doors are locked not allowing entry or exit to anyone until the all clear has been sounded. Patrons are not allowed to leave not only for their own safety, but also for the safety of others; including officers who would have to provide attention to their movements.
- **High Level Lockdown:** Implement when an incident occurs on or near the library premises. All exterior doors are locked, lights are eliminated, and persons are gathered into one location. No one is allowed to leave until the all clear signal has been given.
- If an "Active Shooter" enters the library building, evacuate out the safest exit.

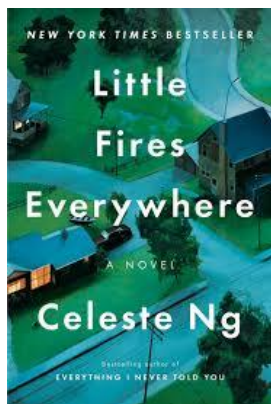
# Library Report to the City Council – November 2020

## Oelwein Daily Register Digital Archives

The Oelwein Daily Register and the Library are working together to preserve another segment of the local newspaper. The Daily Register is covering the cost of microfilming the newspaper for the year 2016. The library will cover the cost of digitizing 2016 so that it is easier to search for information and articles. Together, the Daily Register and the Library have been working on this project since 2015. To date, the local newspaper is searchable by computer from the years 1887-2015.



September 16, 1919 – concerns on Spanish Flu



## Book Club

The Book Club will meet via GoToMeeting to discuss the November book selection, “Little Fires Everywhere.”

Join the discussion on Wednesday, December 2 at 10:00 a.m. The link will be posted on the library

Facebook Page or contact the library for the link.



## Virtual Film Screening & Chat with Engineers

*Dream Big: Engineering Our World* takes viewers on a journey of discovery from the world’s tallest building to a bridge higher than the clouds!



Participate in the film screening of this award-winning documentary on November 10, 14, 17, and 24. In addition, patrons can join live conversations with the Dream Teams of Engineers! Look for the links for the film viewing and the chat on the library’s Facebook Page.

Produced by MacGillivray Freeman Films in partnership with ASCE. The ASCE Foundation is supporting the free screenings. The American Society of Civil

Engineers (ASCE) is partnering with the STAR Library Network (STAR Net) and its Project BUILD engineering program. Project BUILD is supported by the National Science Foundation.