



## Agenda

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

November 13, 2023  
Oelwein, Iowa

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**Mayor:** Brett DeVore

**Mayor Pro Tem:** Lynda Payne

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

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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 approving the October 23, 2023 minutes.

**Ordinances**

2. Consideration of an ordinance updating the floodplain management. - Second Reading

**Resolutions**

3. Consideration of a resolution adopting Iowa Department of Transportation City Street Finance Report.
4. Consideration of a resolution approving a 28E Agreement with the Oelwein Community School District for the Williams Wellness Center.
5. Consideration of a resolution providing notice of termination to MercyOne for the 28 E agreement that allow as administration of the Williams Wellness Center.
6. Consideration of a resolution approving a competitive quote of \$24,900.00 from Bryan Construction for the Fall-Winter 2023 Demolition Project.

**Committee Reports**

7. Report from Stewart on the October Airport Board minutes.

**Council Updates**

**Mayor's Report**

- A. Consideration of a motion to approve the Mayor's recommendation to appoint Nathan Schares to the Airport Board.

**City Attorney's Report**

**City Administrator's Report**

A. City Administrator.

**Adjournment**

ii. Additional Information.

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



# Minutes

City Council Meeting  
20 Second Avenue SW, Oelwein  
October 23, 2023 - 6:00 PM

## Pledge of Allegiance

## Call to Order

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

## Roll Call

**Present:** Lenz, Garrigus, Seeders, Payne, Stewart, Weber

**Also Present:** Mayor DeVore, City Administrator Mulfinger, Administrative Assistant Kaylonna McKee

**Absent:** NA

## Additions or Deletions

Weber noted on the October 9, 2023 minutes the aye and nay votes were flipped on item number 13.

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

All aye. Motion carried.

## Citizens Public Comments

Lenнора Steinbronn, 16271 50<sup>th</sup> St, felt the Event Center was a good idea for the community but was frustrated with the location. She felt the Knights of Columbus building would have been a better location. Steinbronn further expressed her frustrations with the inspections on rental properties.

## Consent Agenda

1. Consideration of a motion approving the October 9, 2023 minutes.
2. Claims resolution in the amount of \$1,216,782.45.
3. Consideration of a motion approving the Class 'C' Alcohol License for Viper Lanes DBA: PJ's Bar and Grill.
4. Consideration of a motion approving the Class 'C' Alcohol License for Oil & Wine Beer Co., LLC DBA: Ampersand.

A motion was made by Weber to amend item number 1 to update the October 9, 2023 minutes where the aye and nay votes were flipped on item number 13, seconded by Garrigus to approve the amended consent agenda.

All aye. Motion carried.

## Public Hearing

5. Public Hearing for the sale of Parcel No. 1820402004 located on 12th Ave SW to Deanna Wenner on October 23, 2023 at 6:00 PM in the Oelwein City Council Chambers.

Mayor DeVore opened the public hearing.

No oral or written comments were received.

Mayor DeVore closed the public hearing.

6. Public Hearing to allow for adoption of the Oelwein Comprehensive Plan.

Mayor DeVore opened the public hearing.

City Administrator Mulfinger explained this plan is required by the state and will work as a road map for the City. It will influence the city's goals and zoning for years to come.

No other oral or written comments were received.

Mayor DeVore closed the public hearing.

### Ordinances

7. Consideration of an ordinance updating the floodplain management. - First Reading

A motion was made by Weber, seconded by Garrigus to approve updating the floodplain management ordinance.

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

Nays: NA

Motion carried.

### Resolutions

8. Consideration of a resolution adopting the Oelwein Comprehensive Plan 2023.

A motion was made by Seeders, seconded by Weber to adopt Resolution No. 5473-2023.

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

Nays: NA

Motion carried.

9. Consideration of a resolution Certifying Tax Increment Finance Indebtedness in various districts in the City of Oelwein, Iowa Fiscal Year 2024-2025.

A motion was made by Weber, seconded by Lenz to adopt Resolution No. 5474-2023.

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

Nays: NA

Motion carried.

10. Consideration of a resolution approving appropriation to the payment of General Obligation Bonds, Series 2016A, in Fiscal Year 2024-25.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5475-2023.

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

Nays: NA

Motion carried.

11. 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 for Forsyth Management Company, LLC aka Quality Plus Manufacturing, Inc.

A motion was made by Weber, seconded by Stewart to adopt Resolution No. 5476-2023.

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

Nays: NA

Motion carried.

12. 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.

A motion was made by Weber, seconded by Stewart to adopt Resolution No. 5477-2023.

Ayes: Weber, Lenz, Seeders, Payne, Stewart

Nays: NA

Abstain: Garrigus

Motion carried.

13. Consideration of a resolution obligating funds from Incremental Property Tax Revenues for appropriation to the funding of an economic development payment obligation which shall come due in the next succeeding fiscal year to ICE Manufacturing, Inc.

A motion was made by Weber, seconded by Lenz to adopt Resolution No. 5478-2023.

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

Nays: NA

Motion carried.

14. Consideration of a resolution obligating funds from Incremental Property Tax Revenues for appropriation to the funding of an economic development payment obligation which shall come due in the next succeeding fiscal year to Hy-Vee, Inc.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5479-2023.

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

Nays: NA

Motion carried.

15. Consideration of a resolution obligating funds from Incremental Property Tax Revenues for appropriation to the funding of an economic development payment obligation which shall come due in the next succeeding fiscal year to BR Development, LLC.

A motion was made by Weber, seconded by Payne to adopt Resolution No. 5480-2023.

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

Nays: NA

Motion carried.

16. 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.

A motion was made by Weber, seconded by Stewart to adopt Resolution No. 5481-2023.

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

Nays: NA

Motion carried.

17. Consideration of a resolution approving Final Pay Application No. 4 for Matt Construction on Plaza Park Improvements in the amount of \$77,480.64.

A motion was made by Stewart, seconded by Weber to adopt Resolution No. 5482-2023.

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

Nays: NA

Motion carried.

18. Consideration of a resolution accepting the completion of Plaza Park Improvement Project with Matt Construction.

A motion was made by Stewart, seconded by Weber to adopt Resolution No. 5483-2023.

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

Nays: NA

Motion carried.

19. Consideration of a resolution approving Change Order No. 1 in the amount of \$11,828.00 for Reed Bed Expansion and EQ Basin Liner Replacement Project.

City Administrator Mulfinger explained the Change Order and noted the error in the Resolution. He stated the Change Order ought to be in the amount of \$40,000.00.

A motion was made by Seeders to approve Change Order No. 1 in the amount of \$40,000.00 for Reed Bed Expansion and EQ Basin Liner Replacement Project, seconded by Payne adopt Resolution No. 5484-2023.

Ayes: Weber, Lenz, Seeders, Payne, Stewart

Nays: Garrigus

Motion carried.

20. Consideration of a resolution approving the sale of City owned real estate Parcel No. 1820402004 (Lot 6 Block 6 Armstrong Addition) located on 12th Ave SW, Oelwein, Fayette County, Iowa.

A motion was made by Seeders, seconded by Weber to adopt Resolution No. 5485-2023.

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

Nays: NA

Motion carried.

### **Committee Reports**

21. Report from Payne on the October Library Board minutes.

For full minutes, please visit: <https://www.oelwein.lib.ia.us/about/library-board-minutes-1>

### **Mayor's Report**

Mayor DeVore stated he has a recommendation for the airport board vacancy, which will be voted on at the November 13, 2023 meeting.

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

City Administrator Mulfinger stated he will be working Mayor DeVore and Building Official Kral to gain public input on residents' views on chickens within city limits.

### **Adjournment**

A motion was made by Weber, seconded by Lenz to adjourn the meeting at 6:24 PM.

All aye.

Motion carried.

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Brett DeVore, Mayor

ATTEST:

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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 23, 2023 and copy of said proceedings was furnished to the Register October 25, 2023.

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

ORDINANCE NO. \_\_\_\_\_-2023

AN ORDINANCE ADOPTING FLOODPLAIN MANAGEMENT

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

Section 1. That the General Ordinances of the City of Oelwein adopted April 12, 2021, be amended by deleting Ordinance No. 1186-2021 Flood Plain Management Ordinance in its entirety and replacing it with the following:

FLOODPLAIN MANAGEMENT ORDINANCE

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FLOODPLAIN MANAGEMENT ORDINANCE

SECTION I - Definitions

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

1. APPURTENANT STRUCTURE - A structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.
2. BASE FLOOD - The flood having one (1) percent chance of being equaled or exceeded in any given year. (Also commonly referred to as the "100-year flood").
3. BASE FLOOD ELEVATION (BFE) - The elevation floodwaters would reach at a particular site during the occurrence of a base flood event.
4. BASEMENT - Any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Also see "lowest floor."
5. DEVELOPMENT - Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials. "Development" does not include "minor projects" or "routine maintenance of existing buildings and facilities" as defined in this section. It also does not include gardening, plowing, and similar practices that do not involve filling or grading.
6. ENCLOSED AREA BELOW LOWEST FLOOR - The floor of the lowest enclosed area in a building when all the following criteria are met:
  - A. The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of Section VII(2)(D)(1) of this Ordinance, and
  - B. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and
  - C. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the base flood elevation, and
  - D. The enclosed area is not a "basement" as defined in this section.
7. EXISTING CONSTRUCTION - Any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community.
8. EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.
9. EXPANSION OF EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION - The preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
10. FACTORY-BUILT HOME - Any structure, designed for residential use which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this Ordinance factory-built homes include mobile homes, manufactured homes, and modular homes; and also include "recreational vehicles"

which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.

11. FACTORY-BUILT HOME PARK OR SUBDIVISION - A parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.
12. FIVE HUNDRED (500) YEAR FLOOD - A flood, the magnitude of which has a two-tenths (0.2) percent chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every five hundred (500) years.
13. FLOOD - A general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.
14. FLOOD INSURANCE RATE MAP (FIRM) - The official map prepared as part of (but published separately from) the Flood Insurance Study which delineates both the flood hazard areas and the risk premium zones applicable to the community.
15. FLOOD INSURANCE STUDY (FIS) - A report published by FEMA for a community issued along with the community's Flood Insurance Rate Map(s). The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.
16. FLOODPLAIN - Any land area susceptible to being inundated by water as a result of a flood.
17. FLOODPLAIN MANAGEMENT - An overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplains, including but not limited to emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.
18. FLOODPROOFING - Any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.
19. FLOODWAY - The channel of a river or stream and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one (1) foot.
20. FLOODWAY FRINGE - Those portions of the Special Flood Hazard Area outside the floodway.
21. HIGHEST ADJACENT GRADE - The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
22. HISTORIC STRUCTURE - Any structure that is:
  - A. Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;
  - B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
  - C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
  - D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either i) an approved state program as determined by the Secretary of the Interior or ii) directly by the Secretary of the Interior in states without approved programs.

23. **LOWEST FLOOR** - The floor of the lowest enclosed area in a building including a basement except when the criteria listed in the definition of Enclosed Area below Lowest Floor are met.
24. **MAXIMUM DAMAGE POTENTIAL DEVELOPMENT** - Hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use.
25. **MINOR PROJECTS** - Small development activities (except for filling, grading and excavating) valued at less than \$500.
26. **NEW CONSTRUCTION** - (new buildings, factory-built home parks) - Those structures or development for which the start of construction commenced on or after the effective date of the first floodplain management regulations adopted by the community.
27. **NEW FACTORY-BUILT HOME PARK OR SUBDIVISION** - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the effective date of the first floodplain management regulations adopted by the community.
28. **RECREATIONAL VEHICLE** - A vehicle which is:
- Built on a single chassis;
  - Four hundred (400) square feet or less when measured at the largest horizontal projection;
  - Designed to be self-propelled or permanently towable by a light duty truck; and
  - Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.
29. **ROUTINE MAINTENANCE OF EXISTING BUILDINGS AND FACILITIES** - Repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:
- Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
  - Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
  - Basement sealing;
  - Repairing or replacing damaged or broken window panes;
  - Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.
30. **SPECIAL FLOOD HAZARD AREA (SFHA)** - The land within a community subject to the "base flood". This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, and/or A99.
31. **START OF CONSTRUCTION** - Includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of

construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

32. STRUCTURE - Anything constructed or erected on the ground or attached to the ground, including, but not limited to, buildings, factories, sheds, cabins, factory-built homes, storage tanks, grain storage facilities and/or other similar uses.
33. SUBSTANTIAL DAMAGE - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair
34. SUBSTANTIAL IMPROVEMENT - Any improvement to a structure which satisfies either of the following criteria:
- A. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either (i) before the “start of construction” of the improvement , or (ii) if the structure has been “substantially damaged” and is being restored, before the damage occurred.
- The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. The term also does not include any alteration of an “historic structure”, provided the alteration will not preclude the structure’s designation as an “historic structure”.
- B. Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after the effective date of the first floodplain management regulations adopted by the community shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.
35. VARIANCE - A grant of relief by a community from the terms of the floodplain management regulations.
36. VIOLATION - The failure of a structure or other development to be fully compliant with the community’s floodplain management regulations.

## SECTION II - Statutory Authority, Findings of Fact and Purpose

1. The Legislature of the State of Iowa has in Chapter 414, Code of Iowa, as amended, delegated the power to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.
2. Findings of Fact
  - A. The flood hazard areas of the City of Oelwein are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety and general welfare of the community.
  - B. These flood losses, hazards, and related adverse effects are caused by: (i) The occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding and (ii) the cumulative effect of obstructions on the floodplain causing increases in flood heights and velocities.
  - C. This ordinance relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the Department of Natural Resources.
3. Statement of Purpose
 

It is the purpose of this Ordinance to protect and preserve the rights, privileges and property of the City of Oelwein and its residents and to preserve and improve the peace, safety, health, welfare, and

comfort and convenience of its residents by minimizing those flood losses described in Section II(2)(A) of this Ordinance with provisions designed to:

- A. Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.
- B. Restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities.
- C. Require that uses vulnerable to floods, including public facilities which serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.
- D. Protect individuals from buying lands which may not be suited for intended purposes because of flood hazard.
- E. Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

### SECTION III - General Provisions

#### 1. Lands to Which Ordinance Apply

The provisions of this Ordinance shall apply to all lands within the jurisdiction of the City of Oelwein shown on the Official Floodplain Zoning Map as being within the boundaries of the Floodway, Floodway Fringe, and General Floodplain Districts, as established in Section V.

#### 2. Establishment of Official Floodplain Zoning Map

The Flood Insurance Rate Map (FIRM) for Fayette County and Incorporated Areas, City of Oelwein, Panels 19065C0408E, 0409E, and 0420E, dated May 18, 2021, and Panels 19065C0412F, 0416F, 0417F dated March 13, 2024 which were prepared as part of the Flood Insurance Study for Fayette County, is (are) hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material contained with the Flood Insurance Study are also declared to be a part of this ordinance.

#### 3. Rules for Interpretation of District Boundaries

The boundaries of the zoning district areas shall be determined by scaling distances on the Official Floodplain Zoning Map. When an interpretation is needed as to the exact location of a boundary, the City Administrator shall make the necessary interpretation. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the City Administrator in the enforcement or administration of this Ordinance.

#### 4. Compliance

No structure or land shall hereafter be used and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations which apply to uses within the jurisdiction of this Ordinance.

#### 5. Abrogation and Greater Restrictions

It is not intended by this Ordinance to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance imposes greater restrictions, the provision of this Ordinance shall prevail. All other ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.

#### 6. Interpretation

In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.

#### 7. Warning and Disclaimer of Liability

The standards required by this Ordinance are considered reasonable for regulatory purposes. This Ordinance does not imply that areas outside the designated Floodplain (Overlay) District areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Oelwein or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made there under.

#### 8. Severability

If any section, clause, provision or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

### SECTION IV - Administration

#### 1. Appointment, Duties and Responsibilities of Local Official

- A. The City Administrator is hereby appointed to implement and administer the provisions of this Ordinance and will herein be referred to as the Administrator.
- B. Duties and responsibilities of the Administrator shall include, but not necessarily be limited to the following:
  - 1) Review all floodplain development permit applications to assure that the provisions of this Ordinance will be satisfied.
  - 2) Review floodplain development applications to assure that all necessary permits have been obtained from federal, state and local governmental agencies including approval when required from the Department of Natural Resources for floodplain construction.
  - 3) Record and maintain a record of (i) the elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of all new or substantially improved structures or (ii) the elevation to which new or substantially improved structures have been floodproofed.
  - 4) Notify adjacent communities/counties and the Department of Natural Resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to the Federal Emergency Management Agency.
  - 5) Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of this Ordinance.
  - 6) Submit to the Federal Insurance Administrator an annual report concerning the community's participation, utilizing the annual report form supplied by the Federal Insurance Administrator.
  - 7) Notify the Federal Insurance Administrator of any annexations or modifications to the community's boundaries.
  - 8) Review subdivision proposals to ensure such proposals are consistent with the purpose of this ordinance and advise the Board of Adjustment of potential conflict.
  - 9) Maintain the accuracy of the community's Flood Insurance Rate Maps when;
    - a. Development placed within the Floodway (Overlay) District results in any of the following:
      - (i) An increase in the Base Flood Elevations, or
      - (ii) Alteration to the floodway boundary
    - b. Development placed in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or
    - c. Development relocates or alters the channel.

Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.

- 10) Perform site inspections to ensure compliance with the standards of this Ordinance.
- 11) Forward all requests for Variances to the Board of Adjustment for consideration. Ensure all requests include the information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment.

#### 2. Floodplain Development Permit

- A. Permit Required - A Floodplain Development Permit issued by the Administrator shall be secured prior to any floodplain development (any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, filling,

grading, paving, storage of materials or equipment, excavation or drilling operations), including the placement of factory-built homes.

- B. Application for Permit - Application shall be made on forms furnished by the Administrator and shall include the following:
- 1) Description of the work to be covered by the permit for which application is to be made.
  - 2) Description of the land on which the proposed work is to be done (i.e., lot, block, track, street address or similar description) that will readily identify and locate the work to be done.
  - 3) Location and dimensions of all structures and additions
  - 4) Indication of the use or occupancy for which the proposed work is intended.
  - 5) Elevation of the base flood.
  - 6) Elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of structures or of the level to which a structure is to be floodproofed.
  - 7) For structures being improved or rebuilt, the estimated cost of improvements and market value of the structure prior to the improvements.
  - 8) Such other information as the Administrator deems reasonably necessary (e.g., drawings or a site plan) for the purpose of this Ordinance.
- C. Action on Permit Application - The Administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable standards of this Ordinance and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefore. The Administrator shall not issue permits for variances except as directed by the Board of Adjustment.
- D. Construction and Use to be as Provided in Application and Plans - Floodplain Development Permits based on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this Ordinance. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, structure floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this Ordinance, prior to the use or occupancy of any structure.

#### SECTION V - Establishment of Zoning (Overlay) Districts

The floodplain areas within the jurisdiction of this ordinance are hereby divided into the following districts:

1. Floodway (Overlay) District (FW) - those areas identified as Floodway on the Official Floodplain Zoning Map;
2. Floodway Fringe (Overlay) District (FF) - those areas identified as Zone AE on the Official Floodplain Zoning Map but excluding those areas identified as Floodway, and;
3. General Floodplain (Overlay) District (GF) - those areas identified as Zone A on the Official Floodplain Zoning Map.

The boundaries shall be as shown on the Official Floodplain Zoning Map. Within these districts, all uses not allowed as Permitted Uses are prohibited unless a variance to the terms of this ordinance is granted after due consideration by the Board of Adjustment.

#### SECTION VI - Floodway (Overlay) District (FW)

##### 1. Permitted Uses

All development within the Floodway District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway District.

##### 2. Performance Standards

All Floodway District uses allowed as a Permitted Use shall meet the following standards.

- A. No development shall be permitted in the Floodway District that would result in any increase in the base flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

- B. All development within the Floodway District shall:
  - 1) Be consistent with the need to minimize flood damage.
  - 2) Use construction methods and practices that will minimize flood damage.
  - 3) Use construction materials and utility equipment that are resistant to flood damage.
- C. No development shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch or any other drainage facility or system.
- D. Structures, buildings, recreational vehicles, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the Floodway Fringe District and shall be constructed or aligned to present the minimum possible resistance to flood flows.
- E. Structures, if permitted, shall have a low flood damage potential and shall not be for human habitation.
- F. Storage of materials or equipment that are buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the Floodway District within the time available after flood warning.
- G. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Department of Natural Resources.
- H. Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
- I. Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

## SECTION VII - Floodway Fringe (Overlay) District FF

### 1. Permitted Uses

All development within the Floodway Fringe District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway Fringe District.

### 2. Performance Standards

All development must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Until a regulatory floodway is designated, no development may increase the Base Flood Elevation more than one (1) foot. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination.

- A. All development shall:
  - 1) Be designed and adequately anchored to prevent flotation, collapse or lateral movement.
  - 2) Use construction methods and practices that will minimize flood damage.
  - 3) Use construction materials and utility equipment that are resistant to flood damage.
- B. Residential structures - All new or substantially improved residential structures shall have the lowest floor, including basement if finished, elevated a minimum of one (1) foot above the base flood elevation. Construction shall be upon compacted fill which shall, at all points, be no lower than 1.0 ft. above the base flood elevation and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers or extended foundations) may be allowed subject to favorable consideration by the Board of Adjustment,) where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding.
- C. Non-residential structures - All new or substantially improved non-residential structures shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the base flood elevation, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood; and that the structure, below the base flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North



American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Administrator.

D. All new and substantially improved structures

- 1) Fully enclosed areas below the "lowest floor" (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
  - a. A minimum of two (2) openings, with positioning on at least two (2) walls, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.)
  - b. The bottom of all openings shall be no higher than one foot above grade.
  - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic entry and exit of floodwaters.

Such areas shall be used solely for parking of vehicles, building access and low damage potential storage

- 2) New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- 3) New and substantially improved structures shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment elevated (or in the case on non-residential structures, optionally floodproofed to) a minimum of one (1) foot above the base flood elevation.
- 4) New and substantially improved structures shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in the case of non-residential structures, optionally floodproofed to) a minimum of one (1) foot above the base flood elevation or designed to be watertight and withstand inundation to such a level.

E. Factory-built homes

- 1) All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one (1) foot above the base flood elevation.
- 2) All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.

F. Utility and Sanitary Systems

- 1) On-site wastewater disposal and water supply systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
- 2) All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than one (1) foot above the base flood elevation.
- 3) New or replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than one (1) foot above the base flood elevation.
- 4) Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

- G. Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one (1) foot above the base flood elevation. Other material and equipment must either be similarly elevated or (i) not be subject to major flood damage and be anchored to prevent movement due to flood waters or (ii) be readily removable from the area within the time available after flood warning.
- H. Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from the base flood with a minimum of 3 ft. of design freeboard and shall provide for adequate interior drainage. In addition, the Department of Natural Resources shall approve structural flood control works.
- I. Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, the Department of Natural Resources must approve such alterations or relocations.
- J. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards of this Ordinance. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the base flood. Proposals for subdivisions greater than five (5) acres or fifty (50) lots (whichever is less) shall include base flood elevation data for those areas located within the Floodway Fringe (Overlay) District.
- K. Accessory Structures to Residential Uses
- 1) Detached garages, sheds, and similar structures that are incidental to a residential use are exempt from the base flood elevation requirements where the following criteria are satisfied
    - a. The structure shall be designed to have low flood damage potential. Its size shall not exceed 600 sq. ft. in size. Those portions of the structure located less than 1 foot above the base flood elevation must be constructed of flood-resistant materials.
    - b. The structure shall be used solely for low flood damage potential purposes such as vehicle parking and limited storage. The structure shall not be used for human habitation.
    - c. The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.
    - d. The structure shall be firmly anchored to prevent flotation, collapse, and lateral movement which may result in damage to other structures.
    - e. The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one foot above the base flood elevation.
    - f. The structure's walls shall include openings that satisfy the provisions of Section VII(2)(D)(1) of this Ordinance.
  - 2) Exemption from the base flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.
- L. Recreational Vehicles
- 1) Recreational vehicles are exempt from the requirements of Section VII(2)(E) of this Ordinance regarding anchoring and elevation of factory-built homes when the following criteria are satisfied:
    - a. The recreational vehicle shall be located on the site for less than 180 consecutive days, and,
    - b. The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.
  - 2) Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of Section VII(2)(E) of this Ordinance regarding anchoring and elevation of factory-built homes.
- M. Pipeline river and stream crossings shall be buried in the streambed and banks, or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering.
- N. Maximum Damage Potential Development - All new or substantially improved maximum damage potential development shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a

professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 0.2% annual chance flood; and that the structure, below the 0.2% annual chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Administrator. Where 0.2% chance flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determinations.

#### (SECTION VIII) - General Floodplain (Overlay) District (GF)

1. Permitted Uses
  - A. All development within the General Floodplain District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet the applicable performance standards of the General Floodplain District.
  - B. Any development which involves placement of structures, factory-built homes, fill or other obstructions, storage of materials or equipment, excavation or alteration of a watercourse shall be reviewed by the Department of Natural Resources to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the base flood elevation. The applicant shall be responsible for providing the Department of Natural Resources with sufficient technical information to make the determination.
  - C. Review by the Iowa Department of Natural Resources is not required for the proposed construction of new or replacement bridges or culverts where:
    - 1) The bridge or culvert is located on a stream that drains less than two (2) square miles, and
    - 2) The bridge or culvert is not associated with a channel modification that constitutes a channel change as specified in 567-71.2(2), Iowa Administrative Code.
2. Performance Standards
  - A. All development, or portions thereof, to be located in the floodway as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway (Overlay) District Section VI.
  - B. All development, or portions thereof, to be located in the floodway fringe as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway Fringe (Overlay) District Section VII.

#### SECTION IX - Reserved

#### SECTION X - Appointment and Duties of Board of Adjustment

1. Appointment and Duties of Board of Adjustment - A Board of Adjustment is hereby established which shall hear and decide (i) appeals and (ii) requests for variances to the provisions of this ordinance, and shall take any other action which is required of the Board.
2. Appeals - Where it is alleged there is any error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this ordinance, the aggrieved party may appeal such action. The notice of appeal shall be filed with the Board of Adjustment and with the official from whom the appeal is taken and shall set forth the specific reason for the appeal. The official from whom the appeal is taken shall transmit to the Board of Adjustment all the documents constituting the record upon which the action appealed from was taken.
3. Variance - The Board of Adjustment may authorize upon request in specific cases such variances from the terms of this Ordinance that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Ordinance will result in unnecessary hardship. Variances granted must meet the following applicable standards:
  - A. Variances shall only be granted upon: (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local codes or ordinances.

- B. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood would result. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
  - C. Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
  - D. In cases where the variance involves a lower level of flood protection for structures than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction increases risks to life and property.
  - E. All variances granted shall have the concurrence or approval of the Department of Natural Resources.
4. Hearings and Decisions of the Board of Adjustment
- A. Hearings. Upon the filing with the Board of Adjustment of an Appeal or a request for a Variance, the Board shall hold a public hearing. The Board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent or attorney and present written or oral evidence. The Board may require the appellant or applicant to provide such information as is reasonably deemed necessary and may request the technical assistance and/or evaluation of a professional engineer or other expert person or agency, including the Department of Natural Resources.
  - B. Decisions. The Board shall arrive at a decision on an Appeal or Variance within a reasonable time. In passing upon an Appeal, the Board may, so long as such action is in conformity with the provisions of this ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a Variance, the Board shall consider such factors as contained in this section and all other relevant sections of this ordinance and may prescribe such conditions as contained in Section X(4)(B)(2).
    - 1) Factors Upon Which the Decision of the Board of Adjustment Shall be Based. In passing upon applications for Variances, the Board shall consider all relevant factors specified in other sections of this Ordinance and:
      - a. The danger to life and property due to increased flood heights or velocities caused by encroachments.
      - b. The danger that materials may be swept on to other land or downstream to the injury of others.
      - c. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
      - d. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
      - e. The importance of the services provided by the proposed facility to the City.
      - f. The requirements of the facility for a floodplain location.
      - g. The availability of alternative locations not subject to flooding for the proposed use.
      - h. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
      - i. The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
      - j. The safety of access to the property in times of flood for ordinary and emergency vehicles.
      - k. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site.
      - l. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges.
      - m. Such other factors which are relevant to the purpose of this Ordinance.
    - 2) Conditions Attached to Variances - Upon consideration of the factors listed above, the Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose of this Ordinance. Such conditions may include, but not necessarily be limited to:
      - a. Modification of waste disposal and water supply facilities.
      - b. Limitation of periods of use and operation.
      - c. Imposition of operational controls, sureties, and deed restrictions.

- d. Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the Department of Natural Resources and are deemed the only practical alternative to achieving the purpose of this Ordinance.
  - e. Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Board of Adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.
5. Appeals to the Court - Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty days after the filing of the decision in the office of the Board.

SECTION XI - Nonconforming Uses

- 1. A structure or the use of a structure or premises which was lawful before the passage or amendment of this Ordinance, but which is not in conformity with the provisions of this Ordinance, may be continued subject to the following conditions:
  - A. If such use is discontinued for six (6) consecutive months, any future use of the building premises shall conform to this Ordinance.
  - B. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
  - C. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the market value of the structure before the damage occurred, unless it is reconstructed in conformity with the provisions of this Ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.
- 2. Except as provided in Section XI(1)(B), any use which has been permitted as a Variance shall be considered a conforming use.

SECTION XII - Penalties for Violation

Violations of the provisions of this Ordinance or failure to comply with any of the requirements (including violations of conditions and safeguards established in connection with grants of Variances) shall constitute a misdemeanor. Any person who violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$100.00 (one hundred dollars) or imprisoned for not more than 30 (thirty) days. Each day such violation continues shall be considered a separate offense. Nothing herein contained prevent the City of Oelwein from taking such other lawful action as is necessary to prevent or remedy violation.

SECTION XIII - Amendments

The regulations and standards set forth in this Ordinance may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification shall be undertaken without prior approval of the Department of Natural Resources.

Section 2. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This Ordinance shall become effective upon its passage.

First reading – October 23, 2023  
Second reading – November 13, 2023  
Third reading – November 27, 2023

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 27th day of November, 2023.

Seal of City

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

Attest:

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

First Reading on October 23, 2023:

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

AYES    NAYS    ABSENT    ABSTAIN

Recorded November 28, 2023.

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

Second Reading on November 13, 2023:

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

AYES    NAYS    ABSENT    ABSTAIN

Weber  
Garrigus  
Lenz  
Stewart  
Seeders  
Payne

Third Reading on November 27, 2023 It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Ordinance as read be adopted (or to suspend the rules) and upon roll call there were:

AYES    NAYS    ABSENT    ABSTAIN

Weber  
Garrigus  
Lenz  
Stewart  
Seeders  
Payne



# City Street Finance Report

Fiscal Year Item 3.

Bureau of Local Systems  
Ames, IA 50010

Oelwein  
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## Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$262,082					\$262,082
Benefits - Roads/Streets			\$148,213				\$148,213
Training & Dues		\$5,565					\$5,565
Building & Grounds Maint. & Repair		\$971					\$971
Vehicle & Office Equip Operation and Repair		\$22,746					\$22,746
Operational Equipment Repair		\$25,815					\$25,815
Other Utilities		\$3,313					\$3,313
Other Maintenance and Repair						\$8,404	\$8,404
Engineering		\$43,390			\$15,043		\$58,433
Insurance	\$34,436						\$34,436
Technology Expense		\$7,967					\$7,967
Other Professional Services		\$4,665					\$4,665
Office Supplies		\$1,007					\$1,007
Operating Supplies		\$71,000					\$71,000
Heavy Equipment		\$1,681			\$149,305		\$150,986
Right-of-Way						\$86,630	\$86,630



# City Street Finance Report

Fiscal Year Item 3.

Bureau of Local Systems  
Ames, IA 50010

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Street - Capacity Improvement		\$347,207	\$2,544				\$349,751
Street - Safety/Environment		\$44,906					\$44,906
Principal Payment				\$191,419			\$191,419
Interest Payment				\$31,004			\$31,004
Bond Registration Fees				\$588			\$588
Transfer Out			\$56,428				\$56,428
Street Lighting		\$114,936					\$114,936
Traffic Control/Safety		\$2,806					\$2,806
Snow Removal		\$5,228					\$5,228
Depreciation & Building Utilities		\$10,004					\$10,004
Street Cleaning		\$18,194					\$18,194
Snow Removal Salaries		\$12,657					\$12,657
Snow Removal Benefits			\$7,158				\$7,158
<b>Total</b>	\$34,436	\$1,006,140	\$214,343	\$223,011	\$164,348	\$95,034	\$1,737,312





# City Street Finance Report

Fiscal Year Item 3.

Bureau of Local Systems  
Ames, IA 50010

Oelwein  
11/7/2023 1:56:21 PM

## Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$24,178		\$157,915	\$223,011			\$405,104
Interest	\$6,122		\$514		\$7,471		\$14,107
State Revenues - Road Use Taxes		\$814,659					\$814,659
Charges/fees						\$95,034	\$95,034
Assessments			\$55,897				\$55,897
Sale of Property & Merchandise	\$1,068						\$1,068
Fines	\$3,068						\$3,068
Transfer In					\$56,428		\$56,428
<b>Total</b>	<b>\$34,436</b>	<b>\$814,659</b>	<b>\$214,326</b>	<b>\$223,011</b>	<b>\$63,899</b>	<b>\$95,034</b>	<b>\$1,445,365</b>



# City Street Finance Report

Fiscal Year Item 3.

Bureau of Local Systems  
Ames, IA 50010

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## Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2020 GO Bond	\$2,075,000	\$210,000	\$41,500	\$59,434	\$11,745	\$1,865,000
2016B GO Bond	\$555,000	\$135,000	\$9,948	\$93,150	\$6,864	\$420,000
2022 GO Construction Bond	\$4,120,000	\$320,000	\$102,136	\$38,835	\$12,395	\$3,800,000
<b>Total</b>	<b>\$6,750,000</b>	<b>\$665,000</b>	<b>\$153,584</b>	<b>\$191,419</b>	<b>\$31,004</b>	<b>\$6,085,000</b>



# City Street Finance Report

Fiscal Year Item 3.

Bureau of Local Systems  
Ames, IA 50010

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## Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Freightliner Truck	2015	Purchased	\$105,600	No Change
Freightliner Truck	2014	Purchased	\$103,035	No Change
International Dump Truck	2012	Purchased	\$105,000	No Change
Ford F-250 Super Duty Pickup/V Snow Plow	2011	Purchased	\$22,393	No Change
310SG JD Backhoe	2003	Purchased	\$31,861	No Change
LT-7506 Dump Truck	2002	Purchased	\$77,417	No Change
G720 Volvo Road Grader	2002	Purchased	\$79,372	No Change
JD 570 Road Grader	1995	Purchased	\$135,369	No Change
Champion Roller	1998	Purchased	\$15,000	No Change
IHC Truck w/Klaur Sno Go Blower	1972	Purchased	\$5,600	No Change
Ford 137 F-250 4x2	2016	Purchased	\$24,980	No Change
Elgin Street Sweeper	1999	Purchased	\$77,681	No Change
John Deere Utility Tractor 5090E	2020	Purchased	\$69,871	No Change
International Boom Truck	2007	Purchased	\$27,000	No Change
Freightliner Dump Truck	2021	Purchased	\$136,715	No Change
Bobcat Skidsteer S770	2021	Purchased	\$53,049	No Change
Volvo Endloader	2021	Purchased	\$131,500	No Change
INTERNATIONAL DUMP TRUCK HV507 4X22	2023	Purchased	\$150,953	New



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year Item 3.

Oelwein  
11/7/2023 1:56:21 PM

### Street Projects

Project Description	Contract Price	Final Price	Contractor Name
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# City Street Finance Report

Fiscal Year Item 3.

Bureau of Local Systems  
Ames, IA 50010

Oelwein  
11/7/2023 1:56:21 PM

## Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$698,585	\$17	\$0	\$739,829	\$0	\$1,438,431
SubTotal Expenses (-)	\$34,436	\$1,006,140	\$157,915	\$223,011	\$164,348	\$95,034	\$1,680,884
Transfers Out (-)			\$56,428				\$56,428
Subtotal Revenues (+)	\$34,436	\$814,659	\$214,326	\$223,011	\$7,471	\$95,034	\$1,388,937
Transfers In (+)					\$56,428		\$56,428
Ending Balance	\$0	\$507,104	\$0	\$0	\$639,380	\$0	\$1,146,484

Resolution Number:

Execution Date:

Signature:

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

Resolution Approving a 28E Agreement with the Oelwein Community School District for the Williams Wellness Center

WHEREAS, the city and the school district have worked together to provide a wellness center to the community since 2002; and

WHEREAS, the school board and city council provided representatives that met to work through and discuss the new 28E and the future of the wellness center; and

WHEREAS, the new 28E clarifies changes that have occurred over the life of the agreement; and

WHEREAS, the new 28E allows for the city to pay for administration of the wellness center to the school district; and

WHEREAS, the new 28E requires the city and school to create an administrative plan for the wellness center and bring that back for a vote to both respective parties; and

WHEREAS, the city of Oelwein and the Oelwein Community School District remain dedicated to providing a wellness center to the community; and

WHEREAS, this agreement will be for ten years and can be extended in intervals of five year;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a 28E Agreement with the Oelwein Community School District for the Williams Wellness Center.

Passed and approved on November 13, 2023.

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

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

AYES      NAYS      ABSENT      ABSTAIN

Attest:

Stewart  
Weber  
Lenz  
Garrigus  
Seeders  
Payne

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

Recorded November 14, 2023.

WILLIAMS WELLNESS CENTER  
28E AGREEMENT

THIS AGREEMENT made and entered into the 1 day of December, 2023, by and between OELWEIN COMMUNITY SCHOOL DISTRICT (hereinafter referred to as ‘District’), and CITY OF OELWEIN, IOWA (hereinafter referred to as “City”); and GREATER OELWEIN AREA CHARITABLE FOUNDATION, INC. (hereinafter referred to as ‘Foundation’) (collectively the “Parties”):

WHEREAS, District is a school corporation organized and existing under laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E;

WHEREAS, City is a municipal corporation organized and existing under the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E;

WHEREAS, Foundation is an Iowa non-profit corporation organized and existing under the laws of the State of Iowa and is a private agency as defined in Iowa Code Chapter 28E;

WHEREAS, public agencies may enter into an agreement with private agencies for joint and cooperative action pursuant to Iowa Code Chapter 28E; and

WHEREAS, the District may authorize the use of its facilities for community recreational activities under Iowa Code § 297.9; and

WHEREAS, Parties find that joint and cooperative action will continue to be to their mutual advantage and will promote more efficient and expanded use of school buildings and equipment as contemplated by Iowa Code § 276.2; and

WHEREAS, District and Foundation have previously entered into agreements, under which the District agreed to lease land to Foundation on which the Foundation obtained financing to construct certain improvements (“Wellness Center”); and

WHEREAS, District and Foundation are willing to share the Wellness Center for community programs;

WHEREAS, District, City and Foundation are willing to accept such a shared use agreement to use the Wellness Center; and

WHEREAS, Parties believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into with regard to the use of such land and improvements, which agreement will be to their mutual advantage.

WHEREAS, the District, City and Foundation previously entered into a 28E Agreement dated

August 19, 2002 and at Paragraph 28 of said 28E Agreement authority is granted to the parties to jointly and mutually modify said 28E Agreement; and

WHEREAS, the District, City, and Foundation agree it is in their mutual best interests to revoke the August 19, 2002 28E Agreement in its entirety and enter into this new 28E Agreement to better clarify the rights and responsibilities of all Parties.

NOW, THEREFORE, the District, City, and Foundation agree as follows:

1. Duration of Agreement. The duration of this Agreement shall be for an initial term of ten (10) years, commencing with the date of filing of this Agreement with the Iowa Secretary of State in accordance with Iowa Code 28E.8. This Agreement shall automatically renew for an additional five (5) year term unless either party gives written notice to the others of their intent not to renew the Agreement at least 12 months prior to the end of the initial ten (10) year term or any subsequent five (5) year term.

2. Purpose. The purpose of this Agreement is to facilitate the joint exercise of the parties’ respective powers to fund, construct, operate, maintain, and share in the use of a recreation and wellness center for the benefit of the District’s students and District residents, subject to the terms and conditions set forth herein.

3. Administration.

A. No Separate Entity. No separate legal or administrative entity shall be created for the governance or administration of the terms or subject matter of this Agreement.

B. Ordinary Administration. Except for certain matters specified herein, this Agreement shall be administered on a day-to-day basis by the Superintendent, or the Superintendent’s designee, on behalf of the District, the City’s Mayor, or Mayor’s Designee, on behalf of the City, and the Treasurer/Secretary, or the Treasurer/Secretary’s Designee on behalf of the Foundation.

C. Joint Governing Council. Certain matters, as specified in this Agreement, will be decided by a Wellness Center Advisory Committee (the “Advisory Committee”).

i. Composition. The Advisory Committee shall include nine (9) members consisting of: 1) three representatives of the District; 2) three representatives of the City; and 3) three representatives from the Foundation. Each Party shall select its own representatives; it is not required that they be elected representatives or employees

ii. Responsibilities. The Advisory Committee shall meet biannually and appoint a chairperson. The meetings shall be open to the public and minutes shall be taken and shared with all Parties. The Advisory Committee shall collaborate and communicate on the operation of the Wellness Center, including the resolution of disputes arising under this Agreement.



4. Property.

A. Wellness Center. The Wellness Center, located at 317 8<sup>th</sup> Ave SE, includes:

- i. Multi-purpose room (gym, track, and associated space)
- ii. Racquetball Court
- iii. Community Weight Room (formerly MercyOne Therapy)
- iv. Exercise Equipment Room(s)
- v. Public Restroom (east hallway – WPAC)
- vi. Common areas including, but not limited to, parking lots, service, and access driveway, sidewalks, hallways, restrooms, storage areas, etc. so long as use is in accordance with the terms of this Agreement

B. Furniture and Equipment. The City shall provide and pay for all furniture and equipment for the Wellness Center that are necessary and appropriate to operate the Wellness Center as a recreation and wellness center. All furniture or equipment provided by the City shall be documented, in detail, on a separately maintained manifest. The City shall retain ownership over all furniture and equipment documented on the manifest and shall be entitled to remove the same upon termination or expiration of this Agreement. City shall repair any damage to the Wellness Center resulting from the installation or removal of such property. If City fails to remove its property from the Wellness Center upon termination of this Agreement for any reason, the District may, at its option, retain such property, or remove and dispose of said property without liability to City. City agrees to pay District, upon demand, for any and all expenses incurred in the removal and disposal, including storage charges and attorney fees.

5. Use of the Wellness Center

A. Joint Use

The parties agree that the City's and District's right to occupy and use the Wellness Center is not exclusive, it being the intent of the parties that the Wellness Center is to be shared and jointly used by the public and by public students, faculty, and staff respectively. It is the intent of the parties to mutually run a community wellness center for the benefit of the Oelwein community.

In those instances where the Wellness Center will be used simultaneously by the City and the District, the Schedule shall be published and communicated to members/citizens in places that are easily accessible to all.

The City shall keep and maintain records of actual usage by each Party. The City shall provide such records to the District on a monthly basis. Said records will be deemed approved by the District if not objected to within ten days of receipt.

The normal hours of operation of the Wellness Center shall be determined jointly by the District and City. The use of any portion of the Wellness Center by the City or the District outside of

said normal hours of operation shall be deemed to be exclusive use by that party, unless its use is shared by the parties during such times. The City may provide, but shall be required to provide, general supervisory or custodial services during exclusive District use of the Wellness Center when such use occurs outside of the normal operating hours.

B. Development of Schedule for Use.

Beginning no later than June 1 of each year during the terms of this Agreement, a representative of the City and District shall meet to develop a schedule for use of the Wellness Center for the next fiscal year prior to July 1. If the parties are unable to come to an agreement on a joint use schedule, each party shall submit their proposed schedule to the Advisory Committee which shall make a final determination.

C. Restrictions on Use. The parties shall not use, or permit the use of, the Wellness Center for any purpose which would adversely affect the value or character of the Wellness Center or cause the Wellness Center to lose exempt status for real estate tax purposes. No party shall, at any time during the Agreement, conduct or permit any activities, program, or practices on the premises which shall violate any federal or state constitutional, regulatory, or statutory provisions, or which would change, jeopardize, or prevent the Foundation's status as a charitable institution under Iowa law or as a 501(c)(2) non-profit institution under Federal law.

6. Operation, Maintenance, and Repair of the Wellness Center

A. Duties of the City, the City Shall:

- i. Act as the fiscal agent of the Community Wellness Center
- ii. Set the annual budget by December 1 for the following fiscal year
- iii. Set, advertise, and collect annual membership fees
- iv. Set, advertise, and collect facility rental rates and usage
- v. Reimburse the District for actual costs incurred in the daily operations and management of the Wellness Center including: Manager, Assistant Manager, Hourly Staff, Custodial, Course Instructors, supplies, and other costs associated with daily operations on a quarterly basis
- vi. Share 50% of the cost of major updates, repairs, and maintenance exceeding \$5,000
- vii. Provide three delegates to the Advisory Committee
- viii. Engage in interest-based negotiation and problem-solving when working through disagreements with other parties
- ix. Provide Wellness Center Management Software to the District
- x. Provide District with Data and Analytics on a quarterly basis about fiscal and usage performance of the Wellness Center
- xi. Pay the Foundation a contribution of \$10,000 annually to be kept in an interest-bearing account to be utilized for major capital expenditures to be named in the future.

B. Duties of the District, the District Shall:

- i. Provide direct supervision of the facility and all of its parts
- ii. Act as the Human Resources of the Wellness Center, including all hiring, holding all employment contracts, completing annual evaluations, and terminating employment contracts when necessary
- iii. Provide operations of the Wellness Center, not to exceed the City's annual fiscal budget without prior written permission
- iv. Negotiate salaries, benefits, and wages in good faith effort to correspond with the City's annual fiscal budget targets
- v. Set hours of operation, staff hours, and manage 24-hour access and security systems
- vi. Provide normal and appropriate custodial services based on usage
- vii. Invoice the City quarterly for all costs incurred to provide: Manager, Assistant Manager, Hourly Staff, Custodial, Course Instructors, supplies, and other costs associated with daily operation
- viii. Provide regular maintenance to the building
- ix. Provide utilities for the Wellness Center, including water, electricity, gas, and telephone
- x. Communicate with the City regarding the need for major updates, repairs, and maintenance exceeding \$5,000 and share 50% of the cost
- xi. Engage in interest-based negotiation and problem solving when working through disagreements with other parties
- xii. Agree to a transitional hiring of the current Manager and Assistant Manager for the 2025 Fiscal/Contract Year
- xiii. Pay the Foundation a contribution of \$10,000 to be kept in an interest-bearing account to be utilized for major capital expenditures to be named in the future.
- xiv. Provide three delegates to the Advisory Committee

C. Duties of the Foundation, the Foundation Shall:

- i. Provide the City and District use of the Wellness Center at no additional cost.
- ii. Collect funds from the District and City to maintain a Capital Projects account for major expansion or renovations of the Wellness Center
- iii. Provide the City and District fund balances of the shared Capital Projects account upon their request and annually for auditing purposes

7. Right to Alter and Improve. The Parties may make changes to the interior of the Wellness Center, subject to the following conditions:

- A. No change or alteration which might impair the structural soundness or diminish the value of the building shall be made.
- B. No changes or alternation to the Wellness Center shall be made without the mutual prior consent of the City, District, and Foundation.

- C. Any improvement to the building or any part thereof and any replacement of any fixture shall become the absolute property of the District upon termination of this Agreement without payment of any kind.
- D. The cost of any approved alteration or improvement shall be at the expense of the Party wanting the alteration or improvement, unless otherwise agreed upon by the Parties.
- E. All alterations or improvements shall be completed in accordance with any applicable competitive bidding laws.

## 8. Insurance

A. Workers' Compensation, Employer's Liability. All times during the Term, all Parties shall maintain Workers' Compensation Insurance covering their respective employees as required by law. Both parties shall endorse their Workers' Compensation policies to add a Waiver of Subrogation in favor of the other party.

B. Commercial General Liability. At all times during the term of this Agreement, the District and City shall maintain a Commercial General Liability insurance policy covering all claims against the District, City, and Foundation for bodily injury and property damage, including loss of use thereof, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, with deductible provisions not to exceed Twenty-Five Thousand Dollars (\$25,000) per occurrence. These policies shall include contractual liability coverage. Such policies shall cover the Wellness Center, shall be issued by insurance companies and in forms satisfactory to the insured, shall provide for at least thirty (30) days' notice to the Advisory Committee before cancellation. The Advisory Committee may adjust required limits of the policies in accordance with the insurance standards in the community for similar facilities.

C. Fire or Other Casualty Loss. If all or any part of the Wellness Center is damaged or destroyed by fire or other casualty, District shall repair and rebuild the structure with reasonable diligence. All insurance proceeds received by the District pursuant to the provisions of this Agreement shall be payable to District and shall be held in trust and applied by District to the payment of such restoration, as such restoration progresses.

D. Fire or Casualty Insurance. District shall insure the Wellness Center and City and District shall pay the insurance premiums attributable to their respective use of the Wellness Center as part of the Operations and Maintenance Costs as follows:

- i. For loss or damage by fire and such other risks as may be included in the broadest form of extended coverage insurance from time to time available in amounts sufficient to prevent District or City from becoming a co-insurer within the terms of the applicable policies, and in any event, in an amount not less than 80% of the full insurable value.

- ii. For loss or damage from leakage of sprinkler systems in the Wellness Center in an amount not less than 10% of the full insurable value.
- iii. For loss or damage by explosion of steam boilers, pressure vessels, or similar apparatus in the Wellness Center in such limits with respect to any one accident as may be reasonably desired by the District from time to time.

The term “full insurable value” shall mean the actual replacement cost, excluding foundation and excavation costs. All such insurance shall be obtained from issues of recognized responsibility licensed to do business in the State of Iowa. All policies shall name District, City and Foundation as the insured, as their respective interests may appear. Each party shall be furnished with a copy of each policy specified under this Agreement. To the extent obtainable, all policies shall contain an agreement by the insurer that such policies shall not be canceled except upon thirty (30) days written notice to each party.

E. Waiver of Subrogation Rights. Each of the parties hereby releases the other from any claim for recovery for any loss or damage to any of its property or for any liability which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver applies only when permitted by the applicable policy of insurance.

F. Delivery of Insurance Certificates. Upon the Effective Date and at each policy renewal date, each party shall furnish to the other parties an insurance certificate or renewal certificate evidencing all insurance required to be carried by that party in accordance with this Agreement.

9. Indemnification. To the extent permitted by law, all parties shall indemnify, defend, and hold harmless the other parties from any and all claims, damages, injuries, demands, settlements, suits, causes of action, and any other claimed damages, including reasonable attorney’s fees, suit fees, and other costs associated therewith, arising out of the negligent actions or omissions of the indemnifying parties employees or agents.

10. Taxes. Foundation is exempt from either real estate or income taxes under the laws of Iowa and under Federal law, and the parties intent to maintain that exemption. However, in the event that such exemption is wholly or partially lost, or in the event of public charges or charges in lieu of taxes, Foundation shall pay, in addition to other amounts provided in this Agreement as they accrue in any fiscal year, all taxes, assessments and other public charges or charges in lieu of taxes levied upon or assessed against District or the Facility or the property on which it is located, arising by reason of the Foundation’s occupancy, use, or possession of the Williams Wellness Center facility, or the business carried on therein, which are hereinafter collectively referred to as “taxes.” District shall have no obligation for payment of taxes that are referred to above. Foundation represents and warrants that it is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from federal income taxation under Section 501(a) of the Internal Revenue code, or corresponding provisions or prior law, as set forth in a determination letter or letters or other notification issued by the Internal Revenue Service to that

effect. Foundation shall be in compliance with the terms, conditions and limitations, if any, in said letter(s), and the facts and circumstances that form the basis of such letter(s), as represented to the Internal Revenue Service, continue substantially to exist and no other material facts or circumstances have arisen which could adversely affect the determination in such letter(s). Foundation agrees to take all action reasonably necessary to maintain its status as such an organization and its exemption from federal income tax under said Section of the Code or corresponding provisions of future federal income tax laws at all times until the bonds, notes or other evidence of indebtedness have been redeemed. Foundation covenants that there are not proceedings pending, or to Foundation's knowledge threatened in any way which affects Foundation's status as an organization described in section 501(c)(3) of the Internal Revenue Code, or which would subject any income of Foundation to federal income taxation to such extent as would result in the loss of its tax-exempt status under Section 501(a) of the Internal Revenue Code or the loss of the exclusion from gross income of interest on Bonds, Notes, or other evidence of indebtedness for federal income tax purposes under Section 103 of the Internal Revenue Code. Foundation also covenants that it is not, to its knowledge, under examination or audit by the Internal Revenue Service, nor has it received notice, oral or written, from the Internal Revenue Service of a proposed examination or audit thereby, with respect to any fiscal year of the Foundation. Moreover, Foundation agrees not to merge into or consolidate with any other entity or permit any other entity to merge into or consolidate with it if such merger or consolidation will adversely affect the Foundation's status as a corporation under Section 501(c)(3) of the Internal Revenue Code and its exception from taxation pursuant to Section 501(a) of the Internal Revenue Code, or any successor provisions thereto.

11. Non-Competition. The Parties shall not directly or indirectly, permit the development of facilities or programs in the Wellness Center which will compete with those conducted by any of the other Parties to the Agreement.
12. Surrender upon Expiration or Termination. At the expiration of this Agreement, or upon termination of the Agreement, the City and Foundation shall surrender the property in as good condition as it was at the beginning of the term; reasonable use and wear excepted. Any additions or improvements affixed to the property stay with the property. Equipment, furnishings, or furniture provided by the District shall remain with the property.
13. Non-Assignment of Interest under This Agreement. No party may assign its right or responsibilities under this Agreement without prior written consent of the other party in each instance, which consent may be withheld or conditioned in the sole discretion of the consenting party.
14. No Joint Obligation. The obligations of the District, City, and Foundation under this Agreement are several obligations, and are not joint obligations.
15. Modifications of this Agreement. The Parties acknowledge that from time to time it may be to their mutual advantage to modify the terms and conditions of this Agreement. No waiver,

change, modification, or amendment to this Agreement shall be binding upon either party unless in writing and signed by all Parties. The waiver by any party to a breach of this Agreement shall not operate or be construed as a wavier of any subsequent breach of that provision or any other provision or condition of this Agreement.

16. Termination Prior to Expirations of Term. This agreement may be terminated prior to the expiration of its term, as follows:

- A. By mutual agreement of the Parties.
- B. By any party for breach of any terms of this Agreement. Termination shall be accomplished by giving written notice to the breaching party specifying the breach and stating that the agreement will be terminated if the breach is not cured within thirty (30) days. Failure to cure the breach within thirty (30) days of receipt of the this notice shall result in automatic termination of this agreement.
- C. Any party may terminate this Agreement for any reason by giving eighteen (18) months notice in writing.
- D. In event of termination, the terminating party shall be relieved of all further obligations or duties beyond the date of termination, but no party shall be relieved of its duties and obligations under this Agreement through the date of termination.
- E. As of the date of termination, sole possession of the premises shall be returned to the District and the other parties shall vacate the premises no later than the date of termination.

17. Notice. All notices, requests, claims, demands and other communications between the parties shall be in writing, and shall be given by delivery in person or by first class, registered or certified mail, postage prepaid. All notices shall be effective upon receipt, if notice is given by delivery in person, or on the fifth day following mailing to the other party at its respective address listed below:

**To District:**  
307 8<sup>th</sup> Ave. SE  
Oelwein, IA 50662

**To City:**  
20 2<sup>nd</sup> Ave. SW  
Oelwein, IA 50662

**To Foundation:**  
3846 Rose Rd.  
Oelwein, IA 50662

18. Binding Effect. The terms and conditions of this Agreement shall extend to and be binding upon the successors in interest of the respective parties thereto.

19. Entire Agreement - Amendment. This Agreement contains the entire understanding between the parties and cannot be changed or terminated orally but only by an agreement in writing signed by both parties.

20. Severability. If any provisions of this Agreement are declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

[Signature Page to Follow]





STATE OF IOWA )  
 ) ss:  
COUNTY OF FAYETTE )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Oelwein; that no seal has been procured by the City; that said instrument was signed on behalf of the City by authority of its City Council; and that the said City Council President and Mayor as such officers acknowledge the execution of said instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss:  
COUNTY OF FAYETTE )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who, being by me duly sworn, did state that they are the Treasurer/Secretary of the Greater Oelwein Area Charitable Foundation, Inc.; that no seal has been procured by the Foundation; that said instrument was signed on behalf of the Foundation by authority of its Board of Directors; and that the said Treasurer/Secretary as such officer acknowledge the execution of said instrument to be the voluntary act and deed of the Foundation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

Resolution Providing Notice of Termination to MercyOne for the 28E Agreement that allows Administration of the Williams Wellness Center

WHEREAS, the city of Oelwein entered into a 28E agreement with MercyOne, previously Mercy Hospital of Franciscan Sisters, Inc. ("Mercy"), in August of 2002; and

WHEREAS, the service provide by MercyOne was much appreciated by the community and their dedication to the community was exemplary; and

WHEREAS, the city is now moving forward with an agreement with the school for joint administrative services ; and

WHEREAS, the city is officially providing notice to MercyOne to terminate the 28E agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa Providing Notice of Termination to MercyOne for the 28E Agreement that allows Administration of the Williams Wellness Center.

Passed and approved on November 13, 2023.

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

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

AYES      NAYS      ABSENT      ABSTAIN

Attest:

- Stewart
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

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

Recorded November 14, 2023.

## MANAGEMENT SERVICES AGREEMENT

**THIS MANAGEMENT SERVICES AGREEMENT** (the "Agreement") is entered into effective as of the 23 day of August, 2002 (the "Effective Date"), by and between Mercy Hospital of Franciscan Sisters, Inc. ("Mercy"), an Iowa nonprofit corporation, and the City of Oelwein, Iowa (the "City").

### RECITALS

**WHEREAS**, the City operates the Oelwein Area Enrichment Center (the "Center"), which is a community center that includes a wellness program (the "Program") for the benefit of the greater Oelwein community; and

**WHEREAS**, the City requires the services of an experienced manager to provide certain administrative and management services for the Program; and

**WHEREAS**, Mercy has experience and expertise in managing community wellness programs; and

**WHEREAS**, the City desires to obtain Mercy's services and Mercy desires to provide such administrative and management services to the City upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and obligations of the parties set forth herein, Mercy and the City hereby agree as follows:

### AGREEMENT

#### 1. DIVISION OF AUTHORITY.

**1.1 The City's Authority.** The full authority and ultimate control of the Program shall at all times remain exclusively with the City. The City shall retain the ultimate responsibility for the Program's compliance with all applicable federal, state and local laws.

**1.2 Authority of Mercy.** Subject to the terms and conditions of this Agreement, Mercy shall have the right and commensurate authority to oversee the supervision and effective management of day-to-day business operations of the Program. Any powers not specifically delegated or granted by the City to Mercy shall remain with the City.

#### 2. TERM AND TERMINATION.

**2.1 Term.** The initial term of this Agreement shall be for two (2) years beginning on the Effective Date and ending on the date two (2) years thereafter unless sooner terminated according to the terms herein (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"). The Initial Term, together with any Renewal Term, shall be referred to as the "Term."

**2.2 Termination.** This Agreement may be terminated as follows:

2.2.1 By Either Party. Either party may terminate this Agreement without cause or penalty at any time upon one hundred and twenty (120) days' prior written notice to the other party.

2.2.2 For Cause. In the event of a material breach by one party, the non-breaching party may, at any time after forty-five (45) days following notice of such breach, terminate this Agreement by further notice of termination; provided that if the breaching party, prior to receipt of the further notice of termination, has cured the breach or, if a cure cannot reasonably be accomplished within the forty-five (45) day period, has taken reasonable steps toward curing the breach, this Agreement shall remain in effect and the non-breaching party shall be limited to damages as its exclusive remedy.

2.2.3 Due to Changes or Clarifications to Law. In the event there are changes or clarifications to statutes, regulations or rules that materially and adversely affect any legal right of either party to this Agreement, the affected party may, by notice to the other party, propose such modifications to this Agreement as may be necessary to comply with such change or clarification. Upon receipt of such notice, the parties shall engage in good faith negotiations regarding any appropriate modifications to this Agreement. Notwithstanding any other provision in this Agreement, if such notice is given and the parties are unable within sixty (60) days thereafter to agree to appropriate modifications to this Agreement, either party may terminate this Agreement by providing at least thirty (30) days notice to the other.

2.2.4 Mutual Agreement. This Agreement may be terminated at anytime by the mutual written agreement of the parties.

**2.3 Effect of Termination.** Upon termination of this Agreement for any reason, Mercy and the City shall cooperate to ensure that continuity of services are provided to Program participants. Except for obligations, promises or covenants contained herein that expressly extend beyond the term of this Agreement, neither party shall have any future obligations hereunder.

**3. ESTABLISHMENT AND MANAGEMENT OF THE PROGRAM.**

**3.1 Establishment and Management of the Program.** Mercy shall, on behalf of the City, manage the Program in accordance with (a) all applicable federal, state and local laws, rules and regulations; and (b) the ordinances, rules, regulations, policies, procedures and standards of the City.

**3.2 Administrative and Management Services.** Mercy shall, on behalf of the City, provide the following administrative and management services: (a) accounting and preparation of records and books related to the Program's operations; (b) preparation of Program budgets; (c) recruiting and hiring staff for the Program; (d) providing all marketing materials for the Program; (e) providing staff education and training for Program staff; (f) market enrichment center and related programs and solicit memberships and (g) such other services as may be mutually agreed to from time to time.

**3.3 Employees.** Mercy shall recruit and hire a Facilitator to oversee Program operations. In addition, Mercy shall employ all instructors, weight room monitors, and trainers required for the operation of the Program. All expenses related to Program employees, including but not limited to salary and benefits, shall be reimbursed by the City.

#### **4. DUTIES AND RESPONSIBILITIES OF THE CITY.**

**4.1 Regulatory Permits and Approvals.** The City shall obtain any necessary permits, licenses and regulatory approvals required for the operation of the Program. Mercy shall assist the City to obtain any such permits, licenses and approvals.

**4.2 General Support.** After considering the recommendations of Mercy, the City shall provide such personnel, space, equipment and support services as are necessary or appropriate for operation of the Program and for Mercy to perform its duties under this Agreement. All such items shall be maintained by the City in good operating condition and repair.

**4.3 Supplies.** The City shall provide and replenish all supplies and inventory which the City and Mercy jointly determine are reasonable and necessary for the proper operation of the Program.

#### **5. FINANCIAL RELATIONSHIP**

**5.1 Expense Reimbursement.** The City shall reimburse Mercy for all expenses associated with operation of the Program including, but not limited to, direct expenses (salaries, benefits, and marketing materials) and indirect expenses (payroll processing, accounting and preparation of records and budget, etc.). Indirect expenses are calculated at 4.5% of direct expenses. Mercy shall submit monthly invoices to the City detailing such expenses. Payment from the City shall be due within thirty (30) days of receipt of any such invoice. Mercy shall submit an annual budget for the following fiscal year by November 1.

**5.2 Management Services Fee.** During the Initial Term of this Agreement, other than reimbursing Mercy for all expenses associated with operation of the Program as described in Section 5.1, the City shall not be required to pay Mercy an additional annual fee for management and administrative services.

**5.3 Books and Records.** Each party shall make its books, records and accounts, related to the provision of services under this Agreement available for inspection and examination by the other party or its authorized representative, at all times during normal business hours, upon twenty-four (24) business hours advance notice to such party for the purpose of verifying the amounts billed or charged under this Section 5.

#### **6. INSURANCE AND INDEMNIFICATION.**

##### **6.1 Insurance.**

**6.1.1 By Mercy.** Mercy shall obtain and maintain comprehensive general insurance and malpractice insurance in an amount of \$1,000,000 per claim, and \$3,000,000



The parties shall be responsible for notifying each other promptly in writing of any change of address.

**7.3 Entire Agreement; Amendment.** This Agreement contains the entire agreement between the parties hereto with regard to the subjects hereof and supersedes all prior agreements and understandings both written and oral. This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by both parties.

**7.4 Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

**7.5 Severability; Agreement Subject to Law.** If any provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term, that provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid or unenforceable provision, this Agreement shall be reformed to include as a part of this Agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable; provided, however, that this Agreement shall not be reformed if such reformation would materially change the economic terms of the parties' relationship.

**7.6 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (without reference to conflicts of law principles).

**7.7 Headings.** Headings or titles of the sections hereof are for convenience only and shall not be construed to modify or otherwise affect the terms hereof.

**7.8 Binding Agreement.** This Agreement is binding on all parties, their legal representatives, successors and assigns except as otherwise stated herein.

**7.9 Waiver.** Failure to insist upon full performance of the obligation or failure to exercise rights under this Agreement shall not constitute a waiver as to future defaults or exercise of rights.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

**CITY OF OELWEIN, IOWA**

**MERCY HOSPITAL OF FRANCISCAN SISTERS, INC.**

By: *L. G. Murphy*  
Name: LARRY G. MURPHY  
Title: MAYOR

By: *Michele M. Pranicucci*  
Name: MICHELE M. PRANICUCCI  
Title: Senior VP/CTO





RESOLUTION NO. \_\_\_\_\_-2023

RESOLUTION APPROVING A COMPETITIVE QUOTE OF \$24,900.00 FROM BRYAN CONSTRUCTION FOR THE FALL-WINTER 2023 DEMOLITION PROJECT

WHEREAS, the city of Oelwein works each year to demolish properties that provide no value to the community and cannot be rehabilitated; and

WHEREAS, the project will be to demolish 902 1<sup>st</sup> Ave SW, 322 6th Ave SE, and 637 5th Ave SW; and

WHEREAS, Bryan Construction has been successful in demolishing residential properties for the city; and

WHEREAS, Bryan Construction provided a competitive quote of \$24,900.00; and

WHEREAS, Bryan Construction will follow all local ordinances and adhere to a timeline that is mutually agreed upon by both parties;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a competitive quote of \$24,900.00 from Bryan Construction for the Fall-Winter 2023 Demolition Project.

Passed and approved on November 13, 2023.

\_\_\_\_\_  
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

Stewart  
Weber  
Lenz  
Garrigus  
Seeders  
Payne

Attest:

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

Recorded November 14, 2023.



November 3rd, 2023

Esteemed City Council Members,

I, David Kral, Building Official for City of Oelwein, reached out to local contractors for competitive quotes for the demolition of 3 residential properties at addresses: 902 1<sup>st</sup> ave SW, 322 6<sup>th</sup> ave SE, and 637 5<sup>th</sup> ave SW, based on the attached specification documents.

We received 3 competitive quotes total for this project: Bryan construction for \$24,900, Lansing Brothers Construction for \$38,275, and Mätt Construction for \$39,380. We reached out for competitive quotes as opposed to public bids since the project would not reach the state minimum threshold of \$65,000 that would require competitive bidding.

Based on the 3 quotes received, it is my recommendation to accept Bryan Construction’s proposal of \$24,900.

Thank you,

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



Bryan Construction Inc

1302 Outer Rd  
Oelwein, IA. 50662

Item 6.

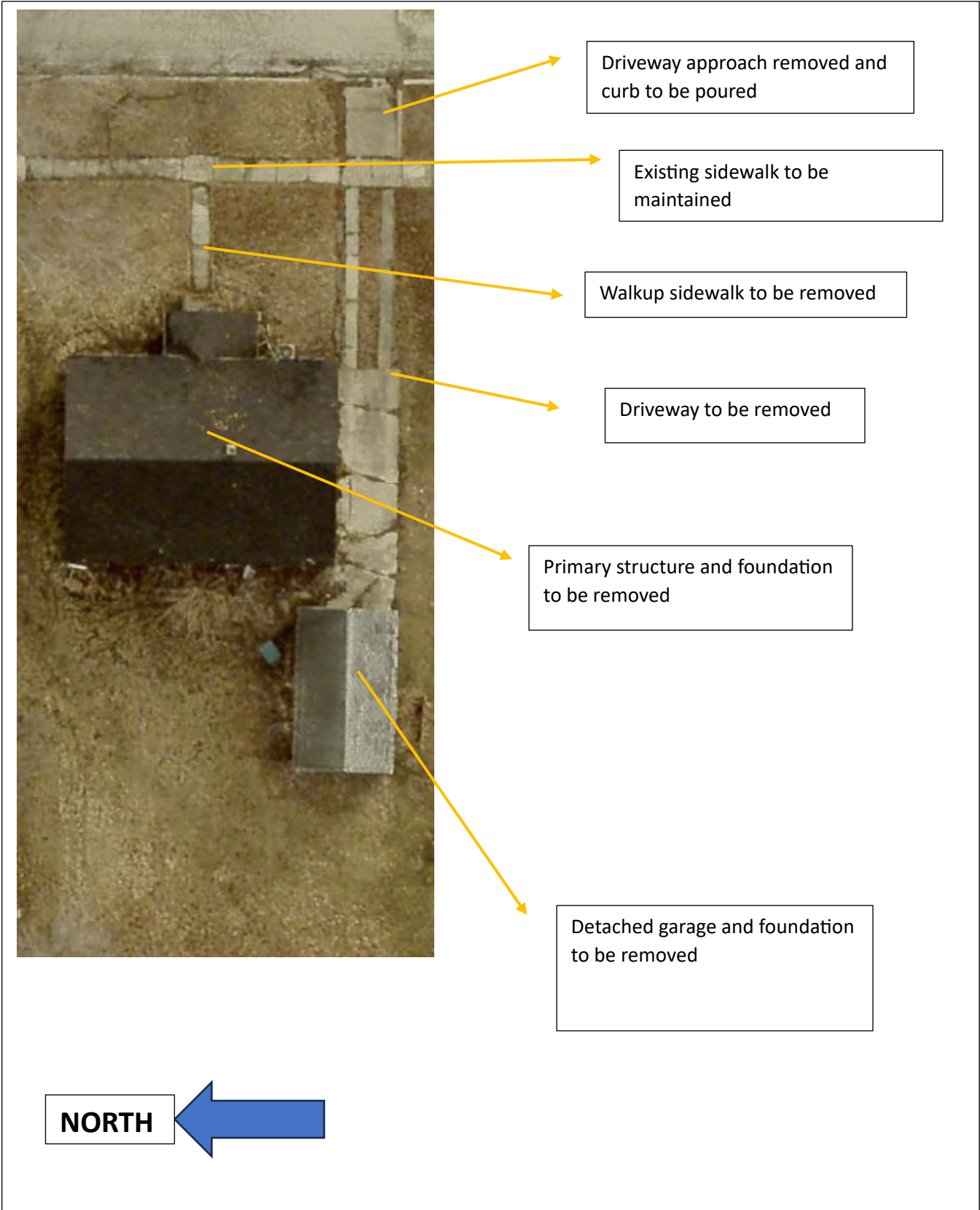
# Estimate

DATE	ESTIMATE NO.
11/1/2023	2409

NAME / ADDRESS
City Of Oelwein 20 2 Ave. S.W. Oelwein, Ia 50662

PROJECT

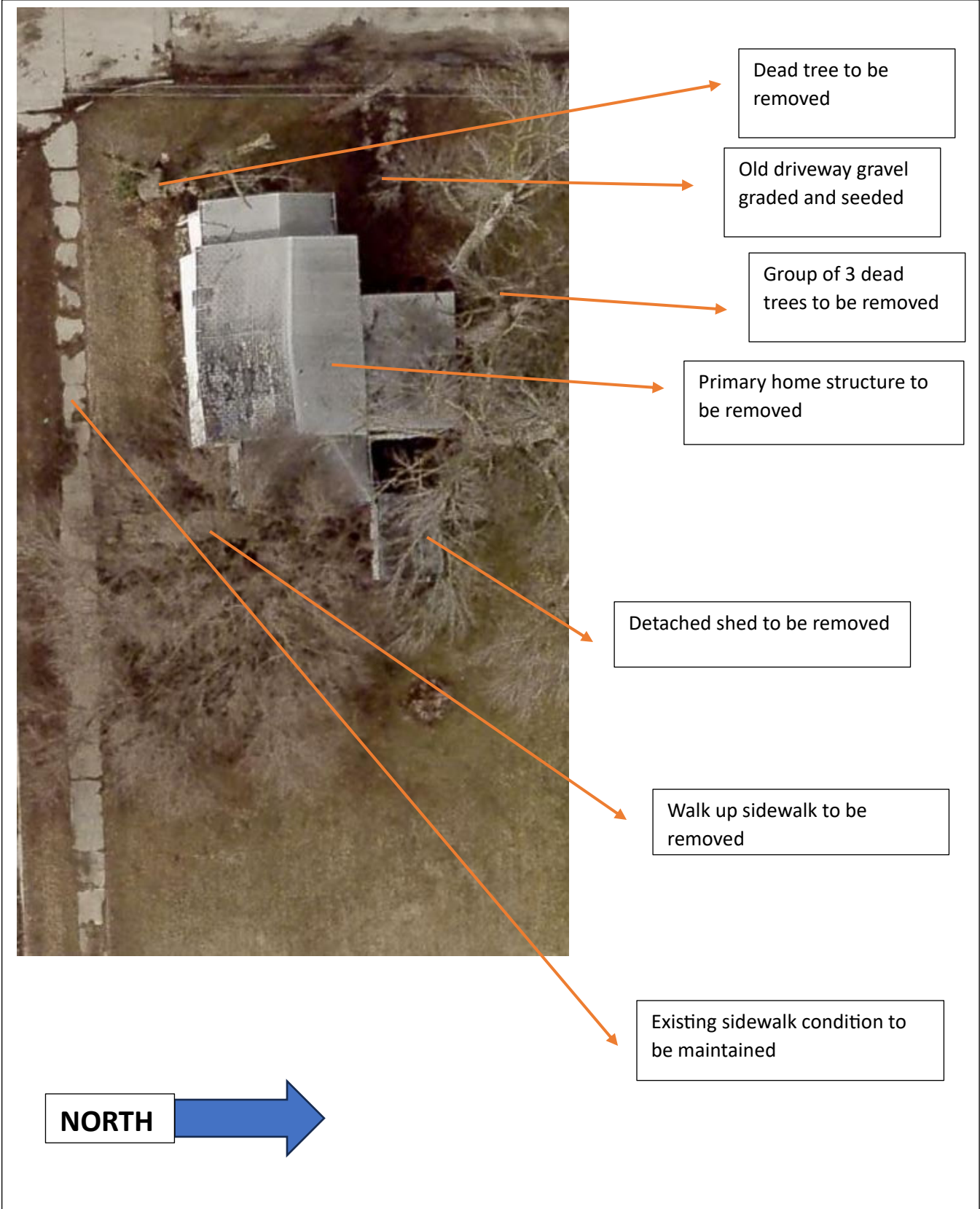
DESCRIPTION	QTY	COST	TOTAL
Demolition As Specified: 322 6th Ave SE 637 6th Ave SW 902 1st Ave SW		24,900.00	24,900.00
Proposal Valid For 30 Days		<b>TOTAL</b>	\$24,900.00





Contractors Final Checklist:

- Inspection performed by City Inspector for capping of sewer and water service
- Driveway removed, driveway approach removed and curb repaired
- Primary structure and detached garage removed
- Foundations removed, no pieces larger than 1 cubic foot remaining
- Walk up sidewalk removed
- Final grading and seeding
- Existing city sidewalk and existing curb properly maintained



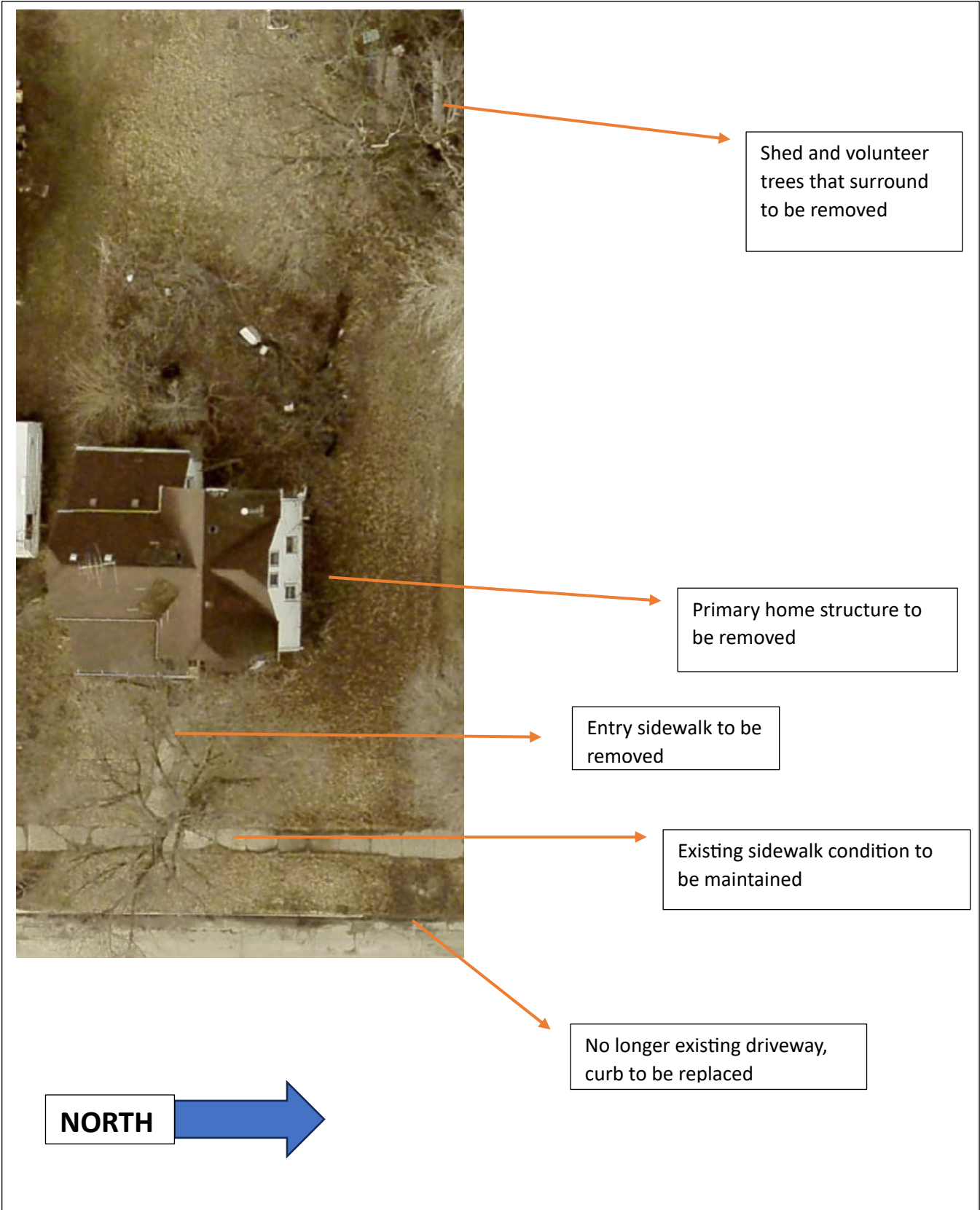






Contractors Final Checklist:

- Inspection performed by City Inspector for capping of sewer and water service
- Deteriorated gravel drive graded and seeded
- Primary structure and detached shed removed
- Foundations removed, no pieces larger than 1 cubic foot remaining
- Walk up sidewalk removed
- Final grading and seeding
- Group of 3 trees on north side of home removed, single tree in SW corner removed
- Existing city sidewalk and existing curb properly maintained







Contractors Final Checklist:

- Inspection performed by City Inspector for capping of sewer and water service
- Deteriorated gravel drive approach removed, and curb replaced
- Primary structure and detached shed removed
- Foundations removed, no pieces larger than 1 cubic foot remaining
- Walk up sidewalk removed
- Final grading and seeding
- Existing city sidewalk and existing curb properly maintained



# Minutes

Airport Board  
20 Second Avenue SW, Oelwein  
October 18, 2023 - 6:30 PM

## CALL TO ORDER

Woodraska called the meeting to order at 6:30 PM

## ROLL CALL

**Present:** Woodraska, Bagge, Nations

**Also Present:** Council Liaison Tom Stewart, Assistant Airport Manager Tommy Stewart, FBO George Tegler

**Absent:** Cantrell

Woodraska was presented with a letter from Bryan stating he resigned his position from the Airport Board on October 6, 2023.

## APPROVAL OF MINUTES

1. September Minutes.

Bagge questioned whether or not the keypad was truly under warranty. Airport Assistant Manager Tommy Stewart it is, and installed and functional.

Bagge motions to approve the minutes. Nations seconded. All aye. Motion carried.

## EXPENSE REVIEW

2. September Expense Review.

Nations motions to approve the expenses, Bagge seconded. All aye. Motion carried.

## FBO REPORT

Tegler reported that things are getting done. The drain has been taken care of and the countertop has been installed. The community hangar is in process.

## OLD BUSINESS

3. Community Hangar Progress.

Assistant Airport Manager Tommy Stewart reported that new brackets are being made, the goal is to get treated lumber for the lower half of the building and to get it sealed up, then they will grease the door to make it easier to open. Tegler expressed his goals for the building.

4. Fuel System Update.

Assistant Airport Manager Tommy Stewart reported that the keypad is functional. They are currently setting up accounts with transport companies, the credit card software items are still in the works.



5. Tractor/ Tire Discussion Continued.

Bagge feels the tractor is in good shape. Woodraska feels that when comparing the costs for the tractor to that of new tires, the tires are more advantageous. Bagge felt that with the current state of the budget, a purchase of tires right now would not be feasible. Tegler recognizes this, but would like to keep the board aware of the situation.

**NEW BUSINESS**

6. Budget Discussion.

Tegler presented his budget and explained his calculations. Assistant Airport Manager Tommy Stewart and Council Liaison Stewart explained the importance of the Capital Improvement Projects. Tegler suggested increasing the budget for building expenses. Woodraska suggested keeping it the same. Nations suggested upping it to \$5,500. Tegler decided to place it up to \$5,200. The board settled on allotting \$120 in the vehicle line. The board settled on placing \$1,100 in the communications line. Utilities was upped to \$4,700. The board placed 3% in the contracts line. In the equipment line, the board chose to \$8,500. Office supplies were voted to go up by \$50. Sealcoating the parking lot and hangar repair are the among the items the board is looking to see surplus money spent. Bagge suggested the tires be presented as a CIP item to Council.

The Board discussed their options regarding the newly vacant board seat.

**SCHEDULE NEXT MEETING DATE**

November 15, 2023 at 6:30PM

**ADJOURNMENT**

Nations motioned to adjourn the meeting at 7:35, seconded by Bagge. All aye. Motion carried.



# Application for Appointment to Boards and Commissions

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

Name Nathan Schares

Address 15306 35th St., Oelwein, IA 50662

Phone 319-239-4237 E-Mail nschares@gmail.com

Occupation Electrical Engineer How long have you been a resident of Oelwein? 5

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

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

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

I am a private pilot and use OLZ airport and FBO. My wife and I own a business in Oelwein and are active in the community. I am also active in the aviation community especially with AOPA Air Safety Institute and Airport Advocacy. I wish to promote General Aviation (GA) and the use of our nice airfield.

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

I've worked for Burns & McDonnell Engineering as an electrical engineer for 13 years. I have a lot of experience with electrical design and project management. I could be an asset to the board in reviewing projects and designs. Additionally, I have colleagues at Burns & McDonnell that work exclusively on airport projects.

Describe your desire to serve on this board of commission:

Given my background and experience, I feel like I have a lot to offer the board.

My desire is primarily to inform and promote the airport. It is an asset to the community and a great opportunity to engage students for an aviation career.

Pilots, mechanics, etc. are in huge demand right now. We need to engage young people.

Describe similar volunteer experiences:

I've served on several boards. Most notably, I served on the Employee Representative

Board for Burns & McDonnell when I lived and worked in Kansas City. I was elected and

server a two-year term, representing my division, to the CEO and COO at quarterly

meetings. My second year, I was chairman of the EO Rep Board. I'm currently on the Oelwein Event Center Board.

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

I want to maintain the nice facility we already have and promote aviation.

The airport is for everyone that wants to be involved in aviation. I want to

work towards grants and federal funding to help expand / improve the

number of hangars to attract additional owners/operators and revenue.

Any additional information or comments you wish to offer:

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

Hours of Availability:

Weekly, 1-2 hours. Later evenings.



Applicant Signature

2023-08-25

Date

City Hall

Reviewed by:

Mayor  City Administrator  Board or Commission Chair  Department Head



To: Mayor and City Council  
From: Dylan Mulfinger  
Subject: Administrator Memo  
Date: 11/13/2023

---

**Consent Agenda**

- 1. Consideration of a motion approving the October 23, 2023 minutes.

**Ordinances**

- 2. Consideration of an ordinance updating the floodplain management. - Second Reading
  - 1. The federal government reviews our ordinance to make sure it reaches their standards. These changes will put us in compliance with all current regulations. The City Administrator recommends approving the second reading.

**Resolutions**

- 3. Consideration of a resolution adopting Iowa Department of Transportation City Street Finance Report.
  - 1. This report is required annually by the state of Iowa to track Road User Tax. No major changes are on this report from last year. The City Administrator recommends approving the resolution.
- 4. Consideration of a resolution approving a 28E Agreement with the Oelwein Community School District for the Williams Wellness Center.
  - 1. The city council formed a committee with school board and worked through a new 28E. The new 28E clarifies what has changed since the last adopted 28E. The major changes is the city working with the school on Administration on the Wellness Center. This new agreement will continue to provide a great asset to the community. The City Administrator recommends approving the resolution.
- 5. Consideration of a resolution ending the 28 E agreement with MercyOne.
  - 1. The city and school district committee recommended moving away from MercyOne administering the Wellness Center. This resolution provides the needed notice to end this agreement July 1, 2024. The city of Oelwein and MercyOne worked well together and provided a great wellness center to the community. The city is now moving forward with working directly with the school for administration of the Wellness Center. The City Administrator recommends approving the resolution.
- 6. Consideration of a resolution approving a competitive quote of \$24,900.00 from Bryan Construction for the Fall-Winter 2023 Demolition Project.



1. This is the lowest bid out of three. Bryan Construction has consistently performed well for residential tear downs. The City Administrator recommends approving the resolution.

## OCTOBER 2023 PARK MONTHLY REPORT

This month in the park departments the employees have been very industrious carrying out numerous assignments. This past month we received a resurfacing kit for the memorial benches that I requested and have been brightening up many of these benches placed along the trail system. The DNR stopped in at City Park and stocked the lake with just over 400 catfish that were 7" in length as they do every other year. Danny C. has been working on placing a fresh coat of paint on the storage building at the cemetery. The cemetery employees installed some more forms as we plan on pouring concrete next week. This month the park employees installed the disc golf course sign at Platt Park for patrons to utilize. We had the employees spade 70 holes between Platt Park and the sports complex this past month in anticipation of the large-scale tree planting we had scheduled for the 4<sup>th</sup>. We picked up 116 trees on Tuesday morning between Manske's Corner Market and Cannons Greenhouse, 70 are for the DNR planting and the rest are for our Trees Forever planting on the 18<sup>th</sup>. We had a great turn out with tree board members, park and rec commission members, Ellie Jones with the DNR, East Penn employees, and Fidelity Bank employees, Dylan, and some community members there to help. Projects like this take an immense amount of preparation beforehand but everyone felt we did a great job as we had all 70 trees planted in about 2.5 hours. We planted a dozen different species of trees with this planting to diversify as always. The tree board members did a great job of stepping in and helping with the initial tree planting demonstration given by the DNR representative. The 50 trees planted at Platt Park are replenishing the ash tree loss, as we have taken 68 ash trees out of that park alone. At the complex we planted 20 trees along the entrances of the front diamonds to provide some shade and wind block for the rec programs and to replace the ash trees we lost. This grant included funding to purchase new t-posts to hold the tree in position. Also, the green watering bags on the bottoms of the trees which we fill with water and the bags slowly release the water over several hours. The park employees completed some mowing of high areas this week and the soccer field lines were repainted for the rec program.

This past week concrete was poured, completing cemetery foundations, a memorial bench foundation and sign foundations. Vandalism in the parks has picked up with people burning things in bathrooms and destroying signs. A soap dispenser at Platt Park was set ablaze and the skate park sign was damaged. We removed the shade structure at Depot Park for the winter before the rain showed up that day. At Wings Park two large ash trees were dropped by Dave Mauer as they were just too challenging for the employees to take down. At the aquatic facility, Carrico Aquatics has been busy installing the new filters and piping. The new valves are being marked and labeled as required and piping labeled per job requirements. I have been busy lining up some final locations for our Trees Forever planting and calling in locates. This month the department received a very generous donation from Greg Bryan to buy \$2,000 worth of trees for the community. For the Trees Forever planting, everyone met on Wednesday morning and travelled to the first planting location to give a proper tree demonstration and split up from there. The employees are moving around to the different facilities winterizing bathrooms as we are starting to get near freezing temperatures in the mornings. The employees clean the remaining bathrooms in the mornings and clean the downtown flowerbeds. I have two young adults that started their senior seminar project at Wings Park staining the dugouts for the ball diamonds. The cemetery crew moved trash cans to the back for the winter, brought up the propane tanks and grave heaters, prepared two cremation burials this week and winterized the water lines. I am working on a grant for matching money for a CIP item and have follow-up reports on our past tree planting and working on the Trees Forever grant for next year.

A pair of kids that are also lifeguards for the city during the summer, are preparing the concessions area for painting for their senior project. I met with two more students that are preparing to start working on the bocce ball court at Redgate Park. Craig and Carolyn Rohrick did a fantastic job once again this season as we had our second highest occupancy rate ever this year. The park employees installed the new handicap signs at the complex that went missing. The cemetery crew had two cremation burials this past Saturday and removed forms from the concrete foundations we poured. On Wednesday the 18<sup>th</sup> we conducted our second large tree planting this year with several volunteers. The tree board was awarded \$4,000 for the Branching Out grant through Trees Forever that is funded through Alliant Energy. Tree board members are tasked with going out and talking with community members who wish to plant trees in the city right of way in front of their property. We hosted another successful tree planting as we planted 42 trees (not 30) in around two hours once again. The city employees with

the park and cemetery did great, as several of them have been off work sick these past two weeks. I will have follow-up reports for these tree plantings to complete and will apply for next year's grant proposal by the end of the month. Carrico Aquatics was in to finish a few odds and ends with the filter project as that project is wrapped up. Friday was Mal Harding's last day with the park department as he took a new full-time job, so we are shuffling employees around to finish a few final tasks to wrap up the season. The employees clean downtown every morning and sweep trails weekly as the leaves are really starting to drop. Ash tree removal hit the 300 mark yesterday as 168 ash trees were removed this season with 132 ash trees removed last season.

On Monday morning on the 23<sup>rd</sup> the cemetery employees were forced to dig a grave right away during early morning light and, in the rain, because proper notice was not given on a full burial for that morning by the funeral home. This month I have been busy with follow-up reports with the two large tree plantings that we have completed in the past two weeks. I have also been working on completing the grant proposal for next year with Trees Forever to plant more trees in street boulevard areas. Thank you, letters were sent out to everyone that helped with these plantings this week as well. A morning was spent removing identification tags off trees and documenting where each species of the trees was planted at Platt Park and the complex. The weather has not cooperated this week with rain, but the employees have been busy completing tasks when possible. The park and cemetery spent much of their week at the library trimming trees and bushes. Chris took the stump grinder around and continued to work on tree stumps in some of the parks and at the pool. This time of year, we are clearing the trails when we can as the leaves are really starting to drop. Unfortunately, we had some more vandalism at Wings Park as they kicked in the door at diamond one that we boarded up. At Depot Park, the park employees planted a tree for the VFW guys in memory of John McBride. Ash tree removal continues as the guys took another seven trees down that takes the total to 176 this year. I completed a grant proposal to the Fayette County Community Foundation for matching funds to purchase more lounge chairs for the aquatic center.

MEMORIAL BENCHES BEFORE AND AFTER



FISH STOCKING



PAINTING



FORMS



DISC GOLF SIGN



TREE SPADING



TREES





# 2023 COMMUNITY FORESTRY PLANTING

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



# 2023 COMMUNITY FORESTRY PLANTING

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



## 2023 COMMUNITY FORESTRY PLANTING

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



### TREE SPECIES PLANTED:

- TULIP TREE
- PIN OAK
- WHITE OAK
- ELM
- HACKBERRY
- OHIO BUCKEYE
- KENTUCKY COFFEE TREE
- YELLOW WOOD
- BUR OAK
- CATALPA

POURED FOUNDATIONS



VANDALISM



WINTERIZING



DEPOT SHADE CANOPY



ASH TREES



TREE WATERING



NEW FILTER/PIPING INSTALLATION





SENIOR SEMINAR PROJECTS



WINTERIZING



NEW SIGNS



FOUNDATIONS



TREE PLANTING PREP



2023 TREES FOREVER TREE PLANTING

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



### 2023 TREES FOREVER TREE PLANTING

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



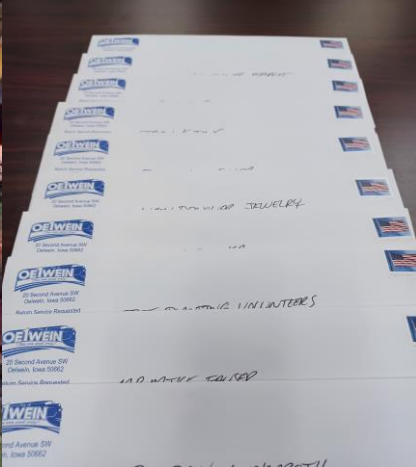
**VOLUNTEERS**

- OELWEIN TREE BOARD - JEFF MILKS, KYLE SCHEEL, JOHN FOX, RON LENTH
- DEVIN WEVER - ALLIANT ENERGY
- PARK AND RECREATION COMMISSION MEMBER JOE BOUSKA
- BOB BOUSKA
- EAST PENN EMPLOYEES
- FIDELITY BANK EMPLOYEES
- ALPHA TRAILERS EMPLOYEES
- PARK AND CEMETERY EMPLOYEES
- TAMMY BENTER - VAN DENOVER JEWELRY
- DYLAN MULFINGER & JON KING

EARLY MORNING GRAVE



THANK YOU LETTERS



TREE IDENTIFICATION



LIBRARY WORK



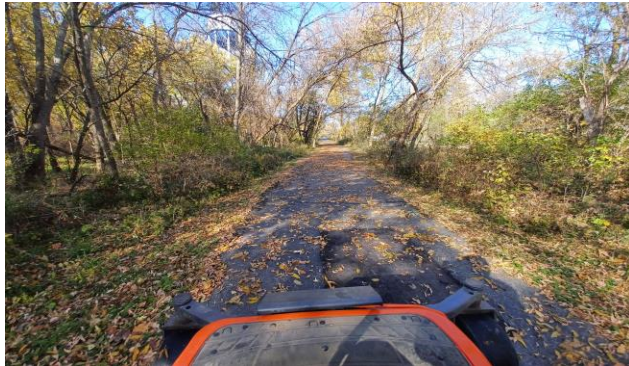
LIBRARY

STUMP GRINDING



TRAIL CLEARING

VANDALISM





TREE PLANTING



ASH TREE REMOVAL



FINAL REPORTS COMPLETED



GRANT SUBMITTED



FAYETTE COUNTY  
**COMMUNITY  
FOUNDATION**

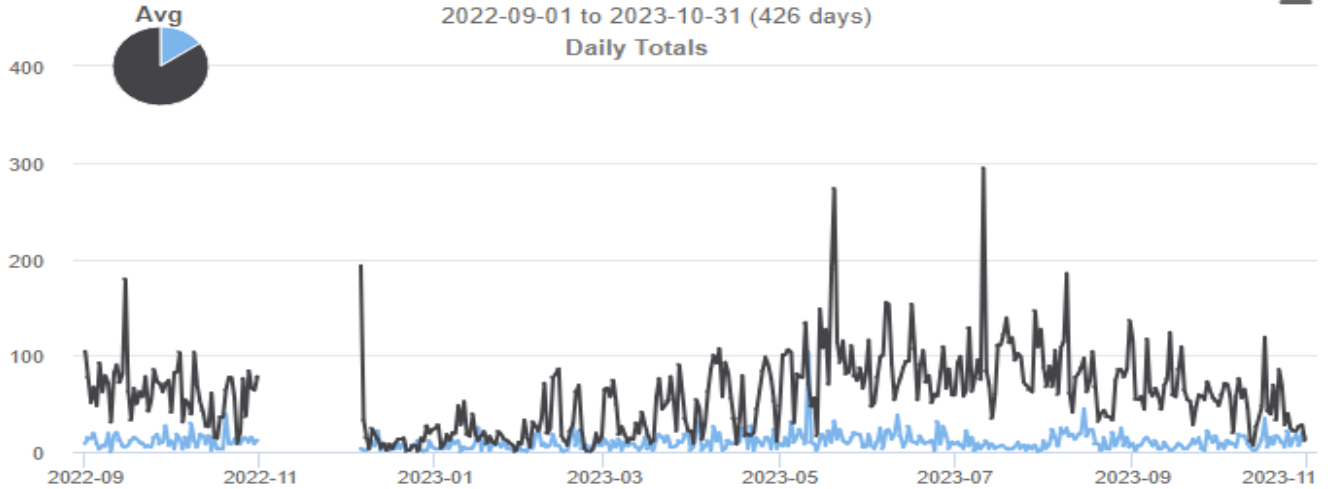
*here for good.*



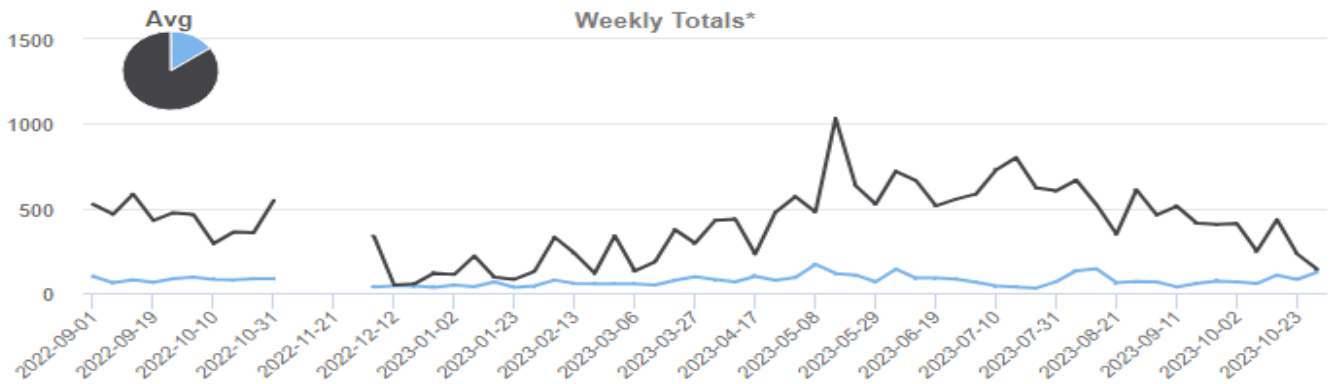
# Daily/Weekly/Monthly totals

2022-09-01 to 2023-10-31 (426 days)

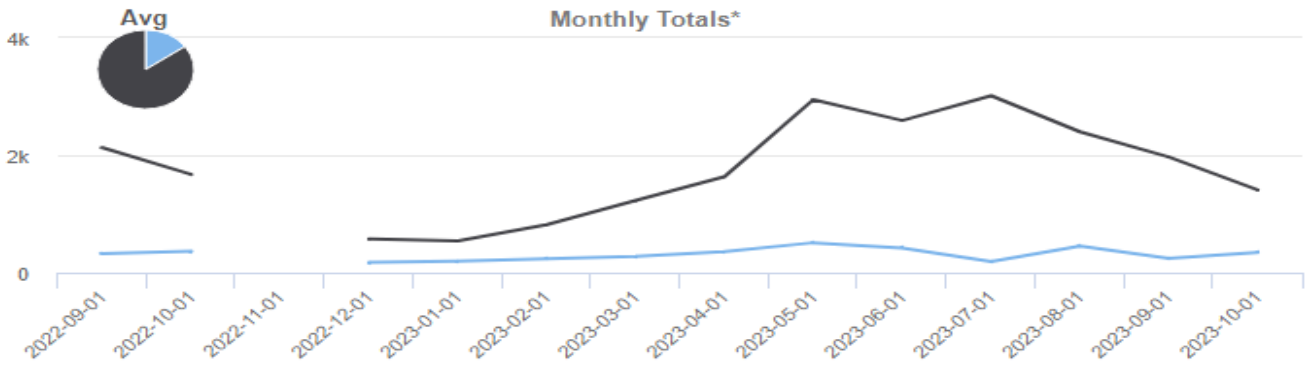
## Daily Totals



## Weekly Totals\*



## Monthly Totals\*



■ Arlington Place Oelwein ■ Platt Park Oelwein

## Master Summary

Download as [Excel](#) [CSV](#)

Year	Site	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	ADT†	ADT†x365	Days with data
2022	Arlington Place Oelwein	146	207	158	148	199	290	426	332	327	362		173*	8,303	3,031	330
	Platt Park Oelwein	394	548	1,002	1,297	1,984	1,877	2,736	2,877	2,127	1,672		572*	51,497	18,796	330
2023	Arlington Place Oelwein	193	235	274	356	510	421	190	451	241	347			10,586	3,864	304
	Platt Park Oelwein	543	816	1,229	1,635	2,948	2,592	3,013	2,399	1,969	1,411			61,036	22,278	304

ADT† = Average Daily Traffic

\* = based upon that month's ADT [Learn more](#) Indicates months with less than 6 days of data.

## TOTAL TRAIL COUNTS

2021 - 25,393

2022 - 21,827

2023 - 26,142 THUS FAR

[www.oelweinparks.org](http://www.oelweinparks.org)

### DAILY ACTIVITIES

- CLEAN/ORGANIZE SHOP AREAS
- PICK UP DOWNTOWN AREAS
- MAINTAINING PARK, CEMETERIES
- MAINTENANCE ON EQUIPMENT
- SAFETY MEETINGS
- MEET WITH CONTRACTORS
- RETRIEVE & UPLOAD TRAIL COUNT DATA
- WOODLAWN BURIALS
- WINTERIZING FACILITIES
- DRAG GRAVELED AREAS / SWEEP TRAILS

### PROGRESS ON PROJECTS

- WEBSITE UPDATING
- TRAIL EASEMENTS/GRANTS
- WORK ON PARK AND REC MASTER PLAN
- GRINDING STUMPS
- ASH TREE REMOVAL 176-23'
- TRAIL MAINTENANCE
- PLAYGROUND IMPROVEMENTS
- POOL FILTER INSTALLED
- SHADE STRUCTURE REMOVED DEPOT PARK
- FALL FOUNDATIONS POURED
- WINTERIZING FACILITIES
- COMMUNITY FORESTRY GRANT TREE PLANTING OCTOBER 4<sup>TH</sup>
- TREES FOREVER TREE PLANTING OCTOBER 18<sup>TH</sup>
- FINISHED DOWNTOWN TRIMMING
- CEMETERY ARCHING SIGN INSTALL
- CLOSE UP CAMPGROUND FOR SEASON
- SNOW EQUIPMENT FROM STORAGE

### NEXT MONTH AND FUTURE PROJECTS

- REMOVE OLD WELL HOUSES CITY PARK
- REPURPOSE OLD WINGS BRIDGE
- GRANT WRITING
- ASH TREE REMOVAL
- TRAIL SEGMENT 2
- TRAIL SEGMENTS 4/5 ALIGNMENT
- SETUP ICE RINK
- GRINDING STUMPS
- DIRT WORK COMPLEX
- PAINT ACCENT BRICK – POOL
- REMOVE PRIMITIVE AT REDGATE
- PLAYGROUND SLIDES – CITY PARK
- FLAGPOLE DIAMOND 3
- BUDGET ITEMS

JOSHUA JOHNSON MA  
OELWEIN PARK SUPERINTENDENT



**Wastewater News:** Sept 2023 - Held pre-construction meeting with Strand and J. Holland for the Reed Bed Project. Kam completed his 30 hr Wastewater treatment class, in preparation for his Grade 1 Exam. Worked with Automatic Systems and a punch list of items. Submitted the Final report for DMR-QA 43 study. Scheduling was arranged for WETT testing with the State Hygienic Lab in October.

- Monthly Activities -

- \*Treated 20,620,000 gallons of wastewater.
- \*Largest daily flow was 880,000 gallon.
- \*Average daily flow was 690,000 gallons.
- \*Applied 73,500 gallons of bio-solids to the reed beds.
- \*Achieved a 99.4% Biochemical Oxygen Demand removal.
- \*Achieved a 98.5% Total Suspended Solids removal.
- \*Analyzed 412 wastewater samples in the cities state certified lab.
- \*26 samples submitted to Test America.
- \*Completed and submitted state Discharge Monitoring Report and the five Industrial reports.

*NON-scheduled work* - Worked on Effluent valve actuator, currently not working.

- Scheduled work -

- \*Perform maintenance on SBR #2
- \*Perform maintenance on SBR #1

- Upcoming work - Getting Matt certified with his Grade 4.

- \*Changing oil in blowers / maintenance. Two remaining.
- \*Run new conduit for SBR #2 Dissolved oxygen probe.
- \*Replace flexible weather conduit on SBR's getting worn. \*\*\*Reed Bed Expansion project.

**Water / Street News: Bi-Annual flushing happened the last week of Sept. Crews spent a very full day repairing the collapsed sewer line effecting City Hall. Crews focused on cleaning catch basins, and replaced one at the airport.**

- Monthly Activities -

- \*Pumped 19,227,000 gallons water from the wells.
- \*Completed 63 work orders from City Hall
- \*Performed 55 locates marking location of city water, sewer, storm sewers and electrical.
- \*Delivered 31 red door tags giving the final notice of impending shut down services.
- \*Shut down 10 services for nonpayment.
- \*Daily water rounds consisting of chlorine residual testing, well and lift station checks.

*NON-scheduled work* - Work started to replace the overfill buckets at the street fuel station.

- Scheduled work -

- \*Alley work, and cutting concrete happened in both the NE & SW quadrants.
- \*Sewer jetting throughout town were constant.
- \*Cracks in the Wings addition were sealed, over a two -day span
- \*Several weeks have been spent with the fuel system at the airport, with it finally connected to the online portal.

*Upcoming projects* - Ash trees will be addressed, on alternate weeks until the remaining SE & SW quadrants.

- \*Work continues in coordination with the DOT for speed zone, and upcoming diamond grading of HWY 3 currently scheduled for 2/24.

## City of Oelwein, IA

### CLIENT LIAISON:

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Cell: 563.590.6351  
jholz@msa-ps.com

### DATE:

November 6, 2023



## FLOOD MITIGATION SCOPING – PROJECT #08884010

Modeling for the 10-, 50-, 100-, and 500-yr stormwater events have been used to estimate flood loss values for existing homes and non-residential buildings. The maximum cost of mitigation efforts has been determined and shown to vary greatly depending on the mitigation effort(s) chosen. Hydraulic models for potential mitigation alternatives have been developed to determine new flood boundaries and water surface elevations and determine fiscal feasibility of the potential mitigation alternatives. Additionally, MSA met with Homeland Security a second time to ensure the FEMA calculator is being used correctly, our assumptions are correct, and the mitigation alternatives will be acceptable to FEMA. Next steps include meeting with the City to discuss alternatives, the results of the benefit-cost calculator, and potential recommended solutions.

### MISC.

Destination Iowa Grant applications due Jan. 31, 2024.

[Destination Iowa - State | Revitalization | Iowa Economic Development \(iowaeda.com\)](https://iowaeda.com)