



## Agenda

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

December 23, 2019  
Oelwein, Iowa

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**Mayor:** Peggy Sherrets

**Mayor Pro Tem:** Matt Weber

**Council Members:** Renee Cantrell, Darin Christensen, Lou Ann Milks, Warren Fisk

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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 December 9, 2019 Council Minutes
- [2.](#) Claims Resolution in the amount of \$982,565.37
- [3.](#) Consideration of a Class 'B' Wine Permit Renewal for Oelwein Family Pharmacy
- [4.](#) Consideration of a motion authorizing beer and wine tasting at Oelwein Public Library's Chocolate Festival February 14, 2020
- [5.](#) Consideration of a motion approving Pay Request No. 1 in the amount of \$69,463.98 to Matt Construction for work completed on Wings Park Trail Improvements project
- [6.](#) Consideration of a motion approving Pay Request No. 2 from Matt Construction, Inc. in the amount of \$74,151.81 for work completed on Wings Park Trail Improvements project
- [7.](#) Consideration of a motion approving Pay Request No. 15 to Portzen Construction in the amount of \$10,488.01 for work completed on Disinfection and 42 Well Improvements Project

### Public Hearing

- [8.](#) Public Hearing on the proposed plans, specifications, form of contract and estimate of cost for Oelwein Street Department Building Addition and Rehabilitation Project

### Ordinances

- [9.](#) Consideration of an Ordinance Amending Section 22-92, Parking in Residential Areas and Section 22-94, Prohibited Parking - First Reading
- [10.](#) Consideration of an Ordinance Amending Oelwein Code of Ordinances Chapter 3 Article IX and Chapter 21 Parks Violations - First Reading

### Resolutions

- [11.](#) Consideration of a Resolution Filling the Vacancy in the Office of Council at Large by Appointment
- [12.](#) Consideration of a Resolution Authorizing Temporary Closure of Public Ways or Grounds for Oelwein Odd Rods
- [13.](#) Consideration of a Resolution to set Public Hearing on Proposed Disposal by Sale of the City's Interest in 14 2nd Avenue NW, 20 2nd Avenue NW, 24 2nd Avenue NW, 129 5th Avenue NE, 608 1st Avenue SE and 620 3rd Avenue SW all in Oelwein, Fayette County, Iowa
- [14.](#) Consideration of a Resolution Amending the Oelwein Rental Inspection Policy

### Motions

- [15.](#) Consideration of a motion entering into a three year agreement with T.P. Anderson & Company for auditing services

- [16.](#) Consideration of a motion awarding bid re: Street Department Building Addition and Rehabilitation Project
- [17.](#) Consideration of a motion authorizing signatures on Task Order with Fox Engineering in the amount of \$87,500.00 for West Water Tower Painting project
- [18.](#) Consideration of a motion approving the purchase of a Dump Truck with Snowplow and Hydraulics from Don's Truck Sales in the amount of \$115,255.35
- [19.](#) Consideration of a motion authorizing signatures on Option to Purchase with Northeast Iowa Community Action Corporation Lots 5, 6, 7, Block 1, McDonald's Addition to Oelwein, Fayette County, Iowa locally known as 20 2nd Avenue NW
- [20.](#) Consideration of a motion authorizing signatures on an Agreement for Professional Services with Fehr Graham for City of Oelwein - Segment 1 Trail Improvements

#### **Committee Reports**

- [21.](#) Report from Christensen on December Library Board meeting
- [22.](#) Report from Fisk on December Housing Committee meeting

#### **Council Updates**

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

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

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

- [A.](#) City Administrators Memo

#### **Adjournment**

- [ii.](#) Additional Information
- [iii.](#) 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  
December 09, 2019 - 6:00 PM

### Pledge of Allegiance

### Call to Order

Mayor Sherrets called the meeting to order at 6:00 P.M.

### Roll Call

Fisk, Christensen, Milks, Weber, Cantrell

### Additions or Deletions

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

Motion Carried

### Citizens Public Comments

Robin Renee VandeWalker and Tom, 34 3<sup>rd</sup> Avenue SE spoke out against the snow removal policy. Not all citizens have driveways. They may have to walk in severe cold, hazardous weather and blizzards. Prior snow ordinance was not broken.

Roger Boleyn, 209 7<sup>th</sup> Avenue SW asked Sherrets to run to fill council vacancy. He also thanked her for the great job she does as Mayor.

### Consent Agenda

1. Consideration of a motion approving November 25, 2019 Council Minutes.

A motion was made by Christensen, seconded by Milks to approve the Consent Agenda. All voted aye.

Motion Carried

### Ordinances

2. Consideration of an Ordinance Deleting Section 22-101 - third and final reading.

A motion was made by Weber, seconded by Fisk to adopt Ordinance No. 1178 Deleting Section 22-101 on the third and final reading.

Ayes: Fisk, Christensen, Milks, Weber, Cantrell

Nays: None

Motion Carried

### Resolutions

3. A Resolution Amending the Oelwein Rental Inspection Policy.

No motion was made. Sherrets felt additional time was needed to read and review the proposed changes.

4. Consideration of a Resolution filling the vacancy in the office of Council at Large by Appointment and the Publication of Notice Thereof.

A motion was made by Milks, seconded by Fisk to adopt Resolution No. 5132-2019 filling the vacancy in the office of Council at Large by Appointment and the Publication of Notice Thereof.

Ayes: Fisk, Christensen, Milks, Weber, Cantrell

Nays: None

Motion Carried

### Motions

5. Consideration of a motion authorizing signatures on Task Order with Fox Engineering for Oelwein 2020 Watermain Improvements project.

A motion was made by Weber, seconded by Christensen approving signatures. All voted aye.

Motion Carried

SRF \$686,000 paid from water infrastructure. \$600,000 CDBG Grant.

- 6. Consideration of a motion approving Pay Request No. 7 (final) in the amount of \$9,393.50 to Flynn Company, Inc. and authorizing signatures on Statement of Completion and Final Acceptance of Work for Old Road Paving Improvements project.

A motion was made by Fisk, seconded by Weber approving Pay Request and authorizing signatures. All voted aye.

Motion Carried

- 7. Consideration of a motion directing staff on the next steps for working on the West Side Odor.

Fisk stated the parties involved in it need to get together to discuss with the city as facilitator and city continues to monitor. He would like to see an air monitor installed. A motion was made by Christensen, seconded by Cantrell instructing the city to continue to monitor discharge for DCW Casing, LLC and move forward the plan stipulations as presented in work session. Cantrell would like all three parties to continue to communicate.

Council Updates

Weber requested a discussion take place regarding leaf pickup on streets. Kane presented October-November monthly report to council stating air temperature, daily weather conditions and work completed during the time the sweeper would normally be used. The sweeper holds water so it must be well above freezing and rain, snow and cold came very early this past fall.

City Attorney’s Report

Pat Dillon stated his invoice for services will now be divided into nuisance related and non-nuisance related work so the city can create invoices for court ordered abatement properties.

Adjournment

A motion was made by Fisk, seconded by Weber to adjourn at 6:36 P.M. All voted aye.

Motion Carried

\_\_\_\_\_  
Peggy Sherrets, Mayor

ATTEST:

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

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held December 09, 2019 and copy of said proceedings was furnished to the Register December 10, 2019.

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



## Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>001-1100-61990 EMPLOYEE PERSONNEL EXPENSE</b>					
CARDMEMBER SERVICES	8023 JL 2019 1	WALDORF COLLEGE - CONT E	12/04/2019	1,053.00	1,053.00
MERCYONE WATERLOO MEDIC	49058	VACCINATIONS - J LOGAN	11/10/2019	88.00	88.00
PETTY CASH	2019 12 06	MEALS - POLICE	12/06/2019	26.46	26.46
Total 001-1100-61990 EMPLOYEE PERSONNEL EXPENSE:				1,167.46	1,167.46
<b>001-1100-63310 VEHICLE</b>					
ADVANCED AUTOMOTIVE INC	58414	CAR 10 SERVICED	12/04/2019	37.08	.00
ADVANCED AUTOMOTIVE INC	58417	CAR 8 SERVICED	12/04/2019	37.08	.00
ADVANCED AUTOMOTIVE INC	58419	CAR 9 SERVICED	12/04/2019	32.08	.00
ARNOLD MOTOR SUPPLY LLP	09CR003037	PLUGS - ANTENNA HOLES	10/28/2019	5.99-	.00
AVALON TIRE	1-28185	CAR 8 TIRE REPAIR	12/06/2019	19.95	.00
KELTEK INCORPORATED	29727	LABOR REMOVAL & INSTALL	12/17/2019	455.00	.00
MIDWEST COLLISION CENTER I	3677	TOW POLICE VEHICLE TO ADV	11/22/2019	60.00	.00
WEX BANK	62571745	FUEL PURCHASES	11/30/2019	1,449.22	1,449.22
Total 001-1100-63310 VEHICLE:				2,084.42	1,449.22
<b>001-1100-63730 COMMUNICATIONS</b>					
MEDIACOM COMMUNICATIONS	0003535 2019	PHONE/INTERNET SERVICE	12/16/2019	325.23	.00
Total 001-1100-63730 COMMUNICATIONS:				325.23	.00
<b>001-1100-63750 CELLULAR/PAGING</b>					
AT&T MOBILITY LLC	287289189784	CAR AIR CARDS	11/19/2019	428.63	428.63
US CELLULAR	0344537473	CELLPHONE SERVICE	12/02/2019	33.54	.00
Total 001-1100-63750 CELLULAR/PAGING:				462.17	428.63
<b>001-1100-63810 UTILITIES</b>					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	12/05/2019	567.31	567.31
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	20.38	.00
EAGLE POINT ENERGY 5	OELWEIN 14	ELECTRICE SERVICE	12/03/2019	352.94	352.94
OELWEIN CITY WATER	2019 12	WATER/SEWER SERVICE	12/01/2019	54.68	54.68
Total 001-1100-63810 UTILITIES:				995.31	974.93
<b>001-1100-64090 JANITORIAL</b>					
HORAN CLEANING LLC	1180	MONTHLY PD CLEANING - NOV	12/12/2019	368.00	.00
LUMBER RIDGE HOME SOURC	B55474	GARBAGE BAGS/FILTERS/POW	11/12/2019	256.48	.00
Total 001-1100-64090 JANITORIAL:				624.48	.00
<b>001-1100-64300 IMPOUND VEHICLE EXPENSES</b>					
MIDWEST COLLISION CENTER I	3676	TOW IMPOUND	11/22/2019	135.00	.00
MIDWEST COLLISION CENTER I	3678	TOW IMPOUND	11/22/2019	90.00	.00
MIDWEST COLLISION CENTER I	3679	TOW IMPOUND	11/22/2019	60.00	.00
MIDWEST COLLISION CENTER I	3681	TOW IMPOUND	11/25/2019	60.00	.00
Total 001-1100-64300 IMPOUND VEHICLE EXPENSES:				345.00	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>001-1100-64950 CONTRACTS</b>					
COPY SYSTEMS INC	IN362059	COPIER MAINT SUPPORT	12/06/2019	29.95	.00
Total 001-1100-64950 CONTRACTS:				29.95	.00
<b>001-1100-65060 OFFICE SUPPLIES</b>					
ACE HARDWARE	A162263	CLIPS	11/27/2019	26.97	.00
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	130.70	130.70
Total 001-1100-65060 OFFICE SUPPLIES:				157.67	130.70
<b>001-1100-65074 PRISONER</b>					
FAREWAY STORES INC	24382	GRANOLA BARS/JUICE	11/20/2019	39.80	.00
Total 001-1100-65074 PRISONER:				39.80	.00
<b>001-1100-65102 INVESTIGATION</b>					
US CELLULAR	0344537473	CAMERA	12/02/2019	8.21	.00
US CELLULAR	0344537473	CAMERA	12/02/2019	8.21	.00
Total 001-1100-65102 INVESTIGATION:				16.42	.00
<b>001-1100-65130 COMPUTER SUPPLIES</b>					
CONVERGINT TECHNOLOGIES	239782	LENEL SUPPORT RENEWAL	11/21/2019	222.00	222.00
Total 001-1100-65130 COMPUTER SUPPLIES:				222.00	222.00
<b>001-1120-65041 EQUIPMENT</b>					
COLE REISING PHOTOGRAPHY	2019 12	PHOTOS BILLBOARD AD	12/16/2019	245.00	.00
Total 001-1120-65041 EQUIPMENT:				245.00	.00
<b>001-1500-60110 SALARY OTHER</b>					
MATT WEBER	2019 12 01	DEPUTY CHIEF	12/01/2019	75.00	.00
OELWEIN VOLUNTEER FIREME	2019 12 01	DECEMBER COMPENSATION	12/01/2019	916.67	.00
TIM WEBER	2019 12 01	ASSISTANT CHIEF	12/01/2019	150.00	.00
Total 001-1500-60110 SALARY OTHER:				1,141.67	.00
<b>001-1500-63100 BUILDING</b>					
D & K PRODUCTS	0502880-IN	ICE MELT	11/25/2019	15.50	.00
Total 001-1500-63100 BUILDING:				15.50	.00
<b>001-1500-63310 VEHICLE</b>					
ACE HARDWARE	RB85361	HOSE COUPLER	11/05/2019	5.99	.00
ACE HARDWARE	RB85862	BALL VALVE/THREAD SEAL TAP	11/13/2019	46.38	.00
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	210.70	.00
Total 001-1500-63310 VEHICLE:				263.07	.00
<b>001-1500-63730 COMMUNICATIONS</b>					
MEDIACOM COMMUNICATIONS	0003535 2019	PHONE/INTERNET SERVICE	12/16/2019	177.27	.00
Total 001-1500-63730 COMMUNICATIONS:				177.27	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>001-1500-63810 UTILITIES</b>					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	11/25/2019	40.26	40.26
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	12/05/2019	22.67	22.67
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	185.46	.00
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	11/19/2019	21.52	21.52
ALLIANT ENERGY	9707011000 20	GAS SERVICE	12/12/2019	332.67	.00
EAGLE POINT ENERGY 5	OELWEIN 14	ELECTRIC SERVICE	12/03/2019	55.17	55.17
OELWEIN CITY WATER	2019 12	WATER/SEWER SERVICE	12/01/2019	64.46	64.46
Total 001-1500-63810 UTILITIES:				722.21	204.08
<b>001-1500-65041 EQUIPMENT</b>					
FELD FIRE	0360090-IN	CITRO SQUEEZE	12/09/2019	179.00	.00
Total 001-1500-65041 EQUIPMENT:				179.00	.00
<b>001-1500-65060 OFFICE SUPPLIES</b>					
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	3.00	3.00
Total 001-1500-65060 OFFICE SUPPLIES:				3.00	3.00
<b>001-1700-61990 EMPLOYEE PERSONNEL EXPENSE</b>					
MERCYONE WATERLOO MEDIC	49058	VACCINATIONS - S CASTRO	11/10/2019	119.00	119.00
MERCYONE WATERLOO MEDIC	49058	VACCINATIONS - J SHEKLETON	11/10/2019	119.00	119.00
Total 001-1700-61990 EMPLOYEE PERSONNEL EXPENSE:				238.00	238.00
<b>001-1700-63310 VEHICLE</b>					
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	12.43	.00
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	28.12	.00
Total 001-1700-63310 VEHICLE:				40.55	.00
<b>001-1700-63750 CELLULAR/PAGING</b>					
US CELLULAR	0344537473	CELLPHONE SERVICE	12/02/2019	60.06	.00
US CELLULAR	0344537473	CELLPHONE SERVICE	12/02/2019	55.39	.00
Total 001-1700-63750 CELLULAR/PAGING:				115.45	.00
<b>001-1700-65060 OFFICE SUPPLIES</b>					
BERGANKDV TECHNOLOGY &	CW81821	MICROSOFT OFFICE 365	12/05/2019	24.75	.00
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	341.45	341.45
Total 001-1700-65060 OFFICE SUPPLIES:				366.20	341.45
<b>001-1700-65070 SUPPLIES</b>					
D & K PRODUCTS	0502880-IN	ICE MELT	11/25/2019	14.53	.00
Total 001-1700-65070 SUPPLIES:				14.53	.00
<b>001-2510-64992 DISPOSAL EXPENSE</b>					
FAYETTE COUNTY SOLID WAST	130729 & 1307	JUNK - WALL/JEFFERSON/LATH	11/18/2019	76.20	.00
Total 001-2510-64992 DISPOSAL EXPENSE:				76.20	.00
<b>001-2510-65060 OFFICE SUPPLIES</b>					
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	27.50	27.50

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-2510-65060 OFFICE SUPPLIES:				27.50	27.50
<b>001-2800-63100 BUILDING</b>					
CULLIGAN WATER CONDITIONI	1018793 2019	DRINKING WATER BOTTLES	11/25/2019	23.40	.00
Total 001-2800-63100 BUILDING:				23.40	.00
<b>001-2800-63310 VEHICLE</b>					
ARNOLD MOTOR SUPPLY LLP	09CR002234	WHEEL STUD/CORE RETURNS	07/01/2019	86.62-	.00
ARNOLD MOTOR SUPPLY LLP	09NV018422	WHEEL STUD	07/01/2019	8.19	.00
Total 001-2800-63310 VEHICLE:				78.43-	.00
<b>001-2800-63730 COMMUNICATIONS</b>					
AUREON COMMUNICATIONS	0789004155 20	AIRPORT PHONE SERVICE	12/01/2019	31.15	31.15
COMMUNITY DIGITAL WIRELES	0510000374 20	AIRPORT INTERNET SERVICE	12/01/2019	43.95	43.95
Total 001-2800-63730 COMMUNICATIONS:				75.10	75.10
<b>001-2800-63810 UTILITIES</b>					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	19.73	.00
BLACKHAWK WASTE DISPOSAL	04-210985 201	GARBAGE PICKUP	12/02/2019	28.00	.00
EAGLE POINT ENERGY 5	OELWEIN 14	ELECTRICE SERVICE	12/03/2019	118.26	118.26
Total 001-2800-63810 UTILITIES:				165.99	118.26
<b>001-2800-64950 CONTRACTS</b>					
TEGELER AVIATION LLC	2019 12 01	DECEMBER FBO FEE	12/01/2019	3,122.07	.00
Total 001-2800-64950 CONTRACTS:				3,122.07	.00
<b>001-2800-65060 OFFICE SUPPLIES</b>					
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	21.85	21.85
Total 001-2800-65060 OFFICE SUPPLIES:				21.85	21.85
<b>001-4100-61990 EMPLOYEE PERSONNEL EXPENSE</b>					
IOWA LIBRARY ASSOCIATION	2019 12 10	ANNUAL MEMBERSHIP RENEW	12/10/2019	120.00	.00
Total 001-4100-61990 EMPLOYEE PERSONNEL EXPENSE:				120.00	.00
<b>001-4100-63100 BUILDING</b>					
KENS ELECTRIC	300486	SERVICE CALL & REPAIR	11/14/2019	393.50	.00
YOUNG PLUMBING & HEATING	SD24463 & 14	SERVICE CALL & REPAIR	12/02/2019	722.53	.00
YOUNG PLUMBING & HEATING	SD24463 & 14	PM AGREEMENT	12/02/2019	920.00	.00
Total 001-4100-63100 BUILDING:				2,036.03	.00
<b>001-4100-63730 COMMUNICATIONS</b>					
WINDSTREAM	72022658	LIB PHONE SERVICE	12/01/2019	83.60	.00
Total 001-4100-63730 COMMUNICATIONS:				83.60	.00
<b>001-4100-63810 UTILITIES</b>					
ALLIANT ENERGY	5998790000 20	LIBRARY ELECTRIC SERVICE	11/19/2019	1,698.14	1,698.14
ALLIANT ENERGY	5998790000 20	LIBRARY GAS SERVICE	11/19/2019	43.53	43.53

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
EAGLE POINT ENERGY 5	OELWEIN 14	ELECTRICE SERVICE	12/03/2019	212.16	212.16
OELWEIN CITY WATER	2019 12	WATER/SEWER SERVICE	12/01/2019	89.10	89.10
Total 001-4100-63810 UTILITIES:				2,042.93	2,042.93
<b>001-4100-64090 JANITORIAL</b>					
ACE HARDWARE	RB86171	SPONGES/SLIMPLUG	11/18/2019	18.97	.00
D & K PRODUCTS	0502880-IN	ICE MELT	11/25/2019	116.25	.00
FAREWAY STORES INC	599116	HAND SOAP	11/20/2019	12.87	.00
Total 001-4100-64090 JANITORIAL:				148.09	.00
<b>001-4100-64092 MOWING SAUR LOT</b>					
SCHMITT CLEANING SERVICES	2123	SNOW REMOVAL - NOV	12/01/2019	168.00	.00
Total 001-4100-64092 MOWING SAUR LOT:				168.00	.00
<b>001-4100-64950 CONTRACTS</b>					
SCHMITT CLEANING SERVICES	2123	CUSTODIAL SERVICES	12/01/2019	1,104.29	.00
Total 001-4100-64950 CONTRACTS:				1,104.29	.00
<b>001-4100-65060 OFFICE SUPPLIES</b>					
DEMCO	6737015	BOOK COVERS	12/11/2019	218.67	.00
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	1.00	1.00
UNIQUE MANAGEMENT	569560	COLLECTION SERVICE	12/01/2019	17.90	.00
Total 001-4100-65060 OFFICE SUPPLIES:				237.57	1.00
<b>001-4100-65077 PASSPORT EXPENSES</b>					
SUSAN MACKEN	2019 12 10	POSTAGE PASSPORTS	12/10/2019	44.10	.00
Total 001-4100-65077 PASSPORT EXPENSES:				44.10	.00
<b>001-4100-65220 BOOKS,FILM,CD'S,ETC</b>					
BABYBUG	2019 12 10	MAGAZINE SUBS RENEWAL	12/10/2019	21.95	.00
BAKER & TAYLOR	L5050572 2019	BOOKS	11/30/2019	1,062.10	.00
BAKER & TAYLOR	L5050572 2019	JUVENILE BOOKS	11/30/2019	163.66	.00
BAKER & TAYLOR	L5050572 2019	CD BOOKS	11/30/2019	295.30	.00
CARDMEMBER SERVICES	8198 SM 2019	TASTE OF HOME - SUBSCRIPTI	12/04/2019	13.00	13.00
CARDMEMBER SERVICES	8198 SM 2019	CONSUMER REPORTS SUBSC	12/04/2019	31.03	31.03
COOK'S COUNTRY	0059516443 20	MAG SUBS RENEWAL	12/10/2019	29.95	.00
FINDAWAY WORLD LLC	569524173	LAUNCHPADS	12/10/2019	539.96	.00
FINE GARDENING	1141188605 20	MAG SUBS RENEWAL	12/10/2019	29.95	.00
LADYBUG	2019 12	MAGAZINE SUBS RENEWAL	12/10/2019	21.95	.00
Total 001-4100-65220 BOOKS,FILM,CD'S,ETC:				2,208.85	44.03
<b>001-4300-63310 VEHICLE</b>					
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	416.13	.00
Total 001-4300-63310 VEHICLE:				416.13	.00
<b>001-4300-63730 COMMUNICATIONS</b>					
US CELLULAR	0344537473	CELLPHONE SERVICE	12/02/2019	70.49	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-4300-63730 COMMUNICATIONS:				70.49	.00
<b>001-4300-63810 UTILITIES</b>					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	11/25/2019	123.40	123.40
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	170.07	.00
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	196.28	.00
ALLIANT ENERGY	9707011000 20	GAS SERVICE	12/12/2019	138.38	.00
OELWEIN CITY WATER	2019 12	WATER/SEWER SERVICE	12/01/2019	37.89	37.89
Total 001-4300-63810 UTILITIES:				666.02	161.29
<b>001-4300-65041 EQUIPMENT</b>					
ARNOLD MOTOR SUPPLY LLP	09NV026227	AIR/OIL FILTERS	11/26/2019	28.16	.00
ARNOLD MOTOR SUPPLY LLP	09NV026296	AIR FILTERS	11/19/2019	147.90	.00
BARRON MOTOR SUPPLY	208201	FUEL FILTERS	11/26/2019	17.15	.00
BARRON MOTOR SUPPLY	208387	SPARK PLUGS	12/04/2019	20.08	.00
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	546.38	.00
O'REILLY AUTOMOTIVE STORE	0390-334963	VALVE CORE/VALVE TOOLS	11/21/2019	4.12	.00
Total 001-4300-65041 EQUIPMENT:				763.79	.00
<b>001-4300-65060 OFFICE SUPPLIES</b>					
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	12.90	12.90
Total 001-4300-65060 OFFICE SUPPLIES:				12.90	12.90
<b>001-4300-65070 SUPPLIES</b>					
ACE HARDWARE	A160516	TAPE	11/01/2019	15.98	.00
ACE HARDWARE	RB85263	DOOR KNOB	11/04/2019	13.99	.00
ACE HARDWARE	RB85476	SURGE PROTECTOR/BLADES/	11/07/2019	48.53	.00
ACE HARDWARE	RB86001	FASTENERS/HOLDERS/ORGAN	11/15/2019	72.11	.00
ACE HARDWARE	RB86180	EXT CORD	11/18/2019	19.98	.00
ACE HARDWARE	RB86206	SOCKETS/SIGNS/OIL	11/19/2019	63.29	.00
CARDMEMBER SERVICES	9480 JJ 2019 1	IPI - STORAGE CABINETS	12/04/2019	1,541.22	1,541.22
D & K PRODUCTS	0502880-IN	ICE MELT	11/25/2019	131.75	.00
IOWA PRISON INDUSTRIES	953765	STOP SIGNS	12/16/2019	287.54	.00
JOHN DEERE FINANCIAL F.S.B.	2570322	STA-BIL/ISO-HEAT/BRAKLEEN/F	11/13/2019	49.13	49.13
JOHN DEERE FINANCIAL F.S.B.	2572689	SPRAY TIPS/SOCKETS/HOOKS	11/22/2019	41.66	41.66
JOHN DEERE FINANCIAL F.S.B.	2573578	SOCKET TRAY/KNIFE/PULL RO	11/25/2019	28.54	28.54
JOHN DEERE FINANCIAL F.S.B.	2575592	SUPPLIES - SHOP ELECTRICAL	12/02/2019	102.70	102.70
JOHN DEERE FINANCIAL F.S.B.	2576178	EYE BOLTS	12/04/2019	4.47	4.47
LUMBER RIDGE HOME SOURC	A114327	PEGBOARD/HOOKS	11/21/2019	37.44	.00
Total 001-4300-65070 SUPPLIES:				2,458.33	1,767.72
<b>001-4320-63810 UTILITIES</b>					
AGVANTAGE FS	7502320 2019	TANK - REPAIRS/MAINT	10/31/2019	195.49	.00
AGVANTAGE FS	7502320 2019	LP GAS-BATH HOUSE	10/31/2019	163.50	.00
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	11/19/2019	100.04	100.04
Total 001-4320-63810 UTILITIES:				459.03	100.04
<b>001-4320-65060 OFFICE SUPPLIES</b>					
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	.50	.50

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-4320-65060 OFFICE SUPPLIES:				.50	.50
<b>001-4320-65070 SUPPLIES</b>					
CARDMEMBER SERVICES	9480 JJ 2019 1	AMAZON - MIRRORS	12/04/2019	247.92	247.92
Total 001-4320-65070 SUPPLIES:				247.92	247.92
<b>001-4400-63310 VEHICLE</b>					
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	37.87	.00
STRANG TIRE CO	97781	TIRE REPAIR - VAN	12/04/2019	15.50	.00
Total 001-4400-63310 VEHICLE:				53.37	.00
<b>001-4400-63730 COMMUNICATIONS</b>					
US CELLULAR	0344537473	CELLPHONE SERVICE	12/02/2019	33.53	.00
Total 001-4400-63730 COMMUNICATIONS:				33.53	.00
<b>001-4400-63810 UTILITIES</b>					
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	11/19/2019	19.07	19.07
Total 001-4400-63810 UTILITIES:				19.07	19.07
<b>001-4400-65060 OFFICE SUPPLIES</b>					
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	1.50	1.50
Total 001-4400-65060 OFFICE SUPPLIES:				1.50	1.50
<b>001-4400-65220 ADULT SOFTBALL</b>					
COVENANT MEDICAL CENTER I	2191130	OCTOBER REC PROGRAM WA	11/20/2019	553.85	553.85
COVENANT MEDICAL CENTER I	2191231	NOVEMBER REC PROGRAM W	12/12/2019	213.02	.00
TREASURER STATE OF IOWA	1-33-000974 2	NOVEMBER SALES TAX	11/30/2019	16.00	16.00
Total 001-4400-65220 ADULT SOFTBALL:				782.87	569.85
<b>001-4400-65240 BASKETBALL</b>					
CARDMEMBER SERVICES	3397 JR 2019	FAREWAY - GIFT CARDS	12/04/2019	70.00	70.00
TREASURER STATE OF IOWA	1-33-000974 2	NOVEMBER SALES TAX	11/30/2019	5.00	5.00
Total 001-4400-65240 BASKETBALL:				75.00	75.00
<b>001-4400-65260 VOLLEYBALL</b>					
COVENANT MEDICAL CENTER I	2191130	OCTOBER REC PROGRAM WA	11/20/2019	255.62	255.62
Total 001-4400-65260 VOLLEYBALL:				255.62	255.62
<b>001-4400-65280 FLAG FOOTBALL</b>					
COVENANT MEDICAL CENTER I	2191130	OCTOBER REC PROGRAM WA	11/20/2019	255.62	255.62
Total 001-4400-65280 FLAG FOOTBALL:				255.62	255.62
<b>001-4400-65290 SOCCER</b>					
COVENANT MEDICAL CENTER I	2191130	OCTOBER REC PROGRAM WA	11/20/2019	383.44	383.44
TREASURER STATE OF IOWA	1-33-000974 2	NOVEMBER SALES TAX	11/30/2019	3.00	3.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-4400-65290 SOCCER:				386.44	386.44
<b>001-4400-65380 DODGEBALL</b>					
COVENANT MEDICAL CENTER I	2191130	OCTOBER REC PROGRAM WA	11/20/2019	340.84	340.84
COVENANT MEDICAL CENTER I	2191231	NOVEMBER REC PROGRAM W	12/12/2019	85.21	.00
TREASURER STATE OF IOWA	1-33-000974 2	NOVEMBER SALES TAX	11/30/2019	18.00	18.00
Total 001-4400-65380 DODGEBALL:				444.05	358.84
<b>001-4410-63730 COMMUNICATIONS</b>					
MEDIACOM COMMUNICATIONS	00090674 2019	POOL PHONE/INTERNET SERVI	12/07/2019	20.66	20.66
Total 001-4410-63730 COMMUNICATIONS:				20.66	20.66
<b>001-4410-63810 UTILITIES</b>					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	20.38	.00
Total 001-4410-63810 UTILITIES:				20.38	.00
<b>001-4410-65060 OFFICE SUPPLIES</b>					
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	8.00	8.00
Total 001-4410-65060 OFFICE SUPPLIES:				8.00	8.00
<b>001-4500-63310 VEHICLE</b>					
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	18.75	.00
Total 001-4500-63310 VEHICLE:				18.75	.00
<b>001-4500-63730 COMMUNICATIONS</b>					
MEDIACOM COMMUNICATIONS	0003535 2019	PHONE/INTERNET SERVICE	12/16/2019	44.01	.00
Total 001-4500-63730 COMMUNICATIONS:				44.01	.00
<b>001-4500-63810 UTILITIES</b>					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	12/05/2019	19.07	19.07
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	158.37	.00
BLACKHAWK WASTE DISPOSAL	04-210969 201	GARBAGE PICKUP	12/02/2019	25.00	.00
EAGLE POINT ENERGY 5	OELWEIN 14	ELECTRIC SERVICE	12/03/2019	29.35	29.35
OELWEIN CITY WATER	2019 12	WATER/SEWER SERVICE	12/01/2019	16.68	16.68
Total 001-4500-63810 UTILITIES:				248.47	65.10
<b>001-4500-65041 EQUIPMENT</b>					
BARRON MOTOR SUPPLY	208202	COPPER PLUGS/ANTI-SEIZE	11/26/2019	27.27	.00
BARRON MOTOR SUPPLY	208747	FILTERS FOR SKID LOADER	12/18/2019	93.24	.00
BRYAN HEAVY EQUIPMENT INC	OEL-1001935	AIR FILTERS - SKID LOADER	12/18/2019	85.80	.00
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	337.47	.00
Total 001-4500-65041 EQUIPMENT:				543.78	.00
<b>001-4500-65060 OFFICE SUPPLIES</b>					
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	8.00	8.00
Total 001-4500-65060 OFFICE SUPPLIES:				8.00	8.00



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-4500-65070 SUPPLIES					
CARDMEMBER SERVICES	9480 JJ 2019 1	IPI - STORAGE CABINETS	12/04/2019	770.60	770.60
Total 001-4500-65070 SUPPLIES:				770.60	770.60
<b>001-6200-61900 COUNCIL PERSONNEL EXPENSE</b>					
STOREY KENWORTHY CORP	PINV748001	NAME PLATE - DEVORE/STEWA	11/19/2019	22.58	.00
STOREY KENWORTHY CORP	PINV748001	CUSTOM STAMP - DEVORE	11/19/2019	22.35	.00
Total 001-6200-61900 COUNCIL PERSONNEL EXPENSE:				44.93	.00
<b>001-6200-61990 EMPLOYEE PERSONNEL EXPENSE</b>					
BAKER & TAYLOR	L5050572 2019	BOOKS FOR ADMIN	11/30/2019	275.00	.00
CARDMEMBER SERVICES	8857 DM 2019	BRICKOVEN PIZZA - MEALS DM	12/04/2019	19.65	19.65
HOLIDAY INN-AIRPORT	88387	LODGING-BARB IMFOA	10/18/2019	102.89	102.89
ROTARY CLUB OF OELWEIN	1606	3RD QTR DUES DYLAN	07/17/2019	125.00	125.00
ROTARY CLUB OF OELWEIN	1647	4TH QTR DUES - DYLAN	10/03/2019	125.00	125.00
UPPER EXPLORERLAND	FY20-26	FY '20 CITY CLERKS MEETING	11/20/2019	25.00	25.00
Total 001-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				672.54	397.54
<b>001-6200-63100 BUILDING</b>					
ACE HARDWARE	RB86542	JACKS	11/25/2019	3.00	.00
D & K PRODUCTS	0502880-IN	ICE MELT	11/25/2019	29.07	.00
Total 001-6200-63100 BUILDING:				32.07	.00
<b>001-6200-63730 COMMUNICATIONS</b>					
MEDIACOM COMMUNICATIONS	0003535 2019	PHONE/INTERNET SERVICE	12/16/2019	60.18	.00
Total 001-6200-63730 COMMUNICATIONS:				60.18	.00
<b>001-6200-63810 UTILITIES</b>					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	79.48	.00
ALLIANT ENERGY	9707011000 20	GAS SERVICE	12/12/2019	157.32	.00
EAGLE POINT ENERGY 5	OELWEIN 14	ELECTRICE SERVICE	12/03/2019	23.64	23.64
OELWEIN CITY WATER	2019 12	WATER/SEWER SERVICE	12/01/2019	22.40	22.40
Total 001-6200-63810 UTILITIES:				282.84	46.04
<b>001-6200-64010 AUDIT</b>					
OFFICE OF AUDITOR OF STATE	2019 12	2018-2019 AUDIT REPORT	12/10/2019	218.75	218.75
T P ANDERSON & COMPANY PC	37879	COMPLETION 2019 AUDIT	11/30/2019	1,382.50	.00
Total 001-6200-64010 AUDIT:				1,601.25	218.75
<b>001-6200-64090 JANITORIAL</b>					
HORAN CLEANING LLC	1180	MONTHLY CITY HALL CLEANIN	12/12/2019	75.00	.00
Total 001-6200-64090 JANITORIAL:				75.00	.00
<b>001-6200-64110 LEGAL EXPENSE</b>					
DILLON LAW PC	5436	NOVEMBER LEGAL SERVICE	12/01/2019	1,216.51	.00
Total 001-6200-64110 LEGAL EXPENSE:				1,216.51	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>001-6200-64111 COURT DISMISSALS</b>					
FAYETTE COUNTY CLERK OF C	FM99999631 1	DISMISSED/DEFERRED FEES	11/26/2019	340.00	.00
Total 001-6200-64111 COURT DISMISSALS:				340.00	.00
<b>001-6200-64140 LEGAL PUBLICATION</b>					
OELWEIN PUBLISHING CO	303154820	OCT 28 MINUTES CLAIMS	11/01/2019	146.26	.00
OELWEIN PUBLISHING CO	303162002	NOV 12 MINUTES	11/19/2019	50.98	.00
Total 001-6200-64140 LEGAL PUBLICATION:				197.24	.00
<b>001-6200-65060 OFFICE SUPPLIES</b>					
BERGANKDV TECHNOLOGY &	CW81718	EMAIL SECURITY	12/05/2019	20.26	.00
BERGANKDV TECHNOLOGY &	CW81821	MICROSOFT OFFICE 365	12/05/2019	13.75	.00
CARDMEMBER SERVICES	8857 DM 2019	ADOBE MONTHLY SUB	12/04/2019	15.89	15.89
COPY SYSTEMS INC	IN362666	COPIER MAINT SUPPORT	12/12/2019	10.05	.00
MAIL FINANCE	N8052233	OCT - JAN POSTAGE METER L	12/12/2019	81.71	.00
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	37.70	37.70
STOREY KENWORTHY CORP	PINV742599	NOTECARDS	11/04/2019	.85	.00
STOREY KENWORTHY CORP	PINV744957	1099 FORMS	11/08/2019	91.19	.00
STOREY KENWORTHY CORP	PINV745132	INK CRTDG	11/11/2019	22.67	.00
STOREY KENWORTHY CORP	PINV749892	INK CRTDG	11/25/2019	64.67	.00
Total 001-6200-65060 OFFICE SUPPLIES:				358.74	53.59
<b>051-1300-64131 EMERGENCY MANAGEMENT</b>					
FAYETTE CO TREASURER	EMA 2019-202	1ST 1/2 EMA FUND 2019-2020	08/15/2019	10,520.56	10,520.56
Total 051-1300-64131 EMERGENCY MANAGEMENT:				10,520.56	10,520.56
<b>110-2100-61990 EMPLOYEE PERSONNEL EXPENSE</b>					
TINDELL SHOES INC	34578959	BOOTS J SPENCE	12/02/2019	199.71	.00
UNITYPOINT CLINIC	230610	DRUG TESTING J RECHKEMM	12/03/2019	42.00	.00
Total 110-2100-61990 EMPLOYEE PERSONNEL EXPENSE:				241.71	.00
<b>110-2100-63100 BUILDING</b>					
ACE HARDWARE	RB86271	THERMOSTAT/BATTERIES	11/20/2019	37.58	.00
Total 110-2100-63100 BUILDING:				37.58	.00
<b>110-2100-63200 SNOW SUPPLIES</b>					
COMPASS MINERALS AMERICA	540047	BULK HWY COARSE SALT	11/25/2019	2,348.43	.00
Total 110-2100-63200 SNOW SUPPLIES:				2,348.43	.00
<b>110-2100-63310 VEHICLE</b>					
ARNOLD MOTOR SUPPLY LLP	09NV025834	BLADES	11/19/2019	19.05	.00
DONS TRUCK SALES INC	517378	SWITCH ASSEMBLY	12/09/2019	33.86	.00
JOHN DEERE FINANCIAL F.S.B.	2576657	WIRE/CONNECTOR/MINIFUSE/T	12/05/2019	25.69	25.69
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	698.10	.00
Total 110-2100-63310 VEHICLE:				776.70	25.69
<b>110-2100-63730 COMMUNICATIONS</b>					
MEDIACOM COMMUNICATIONS	0003535 2019	PHONE/INTERNET SERVICE	12/16/2019	44.01	.00
MEDIACOM COMMUNICATIONS	00116348 2019	STREETS INTERNET SERVICE	11/28/2019	68.99	68.99

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
US CELLULAR	0344537473	CELLPHONE SERVICE	12/02/2019	39.02	.00
Total 110-2100-63730 COMMUNICATIONS:				152.02	68.99
<b>110-2100-63810 UTILITIES</b>					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	21.01	.00
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	196.28	.00
ALLIANT ENERGY	9707011000 20	GAS SERVICE	12/12/2019	395.87	.00
OELWEIN CITY WATER	2019 12	WATER/SEWER SERVICE	12/01/2019	48.27	48.27
Total 110-2100-63810 UTILITIES:				661.43	48.27
<b>110-2100-65041 EQUIPMENT</b>					
ACE HARDWARE	RB86266	BITS	11/20/2019	8.77	.00
JOHN DEERE FINANCIAL F.S.B.	2571739	ANITFREEZE/TRAN FLUID/HOS	11/18/2019	106.92	106.92
JOHN DEERE FINANCIAL F.S.B.	2571743	HEATER HOSE	11/18/2019	14.28	14.28
JOHN DEERE FINANCIAL F.S.B.	2574392	LOCK NUTS	11/27/2019	20.70	20.70
JOHN DEERE FINANCIAL F.S.B.	2575595	BOLTS	12/02/2019	17.43	17.43
JOHN DEERE FINANCIAL F.S.B.	P74835	HOSE/FITTINGS	11/19/2019	30.76	30.76
JOHN DEERE FINANCIAL F.S.B.	P75335	O-RINGS - CASE LOADER	11/26/2019	4.80	4.80
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	1,427.36	.00
Total 110-2100-65041 EQUIPMENT:				1,631.02	194.89
<b>110-2100-65060 OFFICE SUPPLIES</b>					
CARDMEMBER SERVICES	0201 VK 2019	SAMSClub - PANASONIC	12/04/2019	74.18	74.18
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	18.05	18.05
OELWEIN PUBLISHING CO	303161882	INSERT IN REMINDER - SNOW	11/18/2019	342.91	.00
OELWEIN PUBLISHING CO	303174226	SNOW & ICE CONTROL	11/08/2019	471.78	.00
PETTY CASH	2019 12 06	POSTAGE - STREETS	12/06/2019	2.30	2.30
PETTY CASH	2019 12 06	POSTAGE - STREETS	12/06/2019	2.30	2.30
Total 110-2100-65060 OFFICE SUPPLIES:				911.52	96.83
<b>110-2100-65070 SUPPLIES</b>					
ACE HARDWARE	RB85495	FASTENERS/COUPLERS	11/07/2019	8.64	.00
ACE HARDWARE	RB86266	BATTERIES/FILTER	11/20/2019	15.58	.00
ARNOLD MOTOR SUPPLY LLP	09NV024908	HYD FILTER	11/01/2019	7.51	.00
ARNOLD MOTOR SUPPLY LLP	09NV025811	HYD FILTER	11/19/2019	79.15	.00
ARNOLD MOTOR SUPPLY LLP	09NV025944	HYD FILTER	11/21/2019	50.29	.00
ARNOLD MOTOR SUPPLY LLP	09NV026844	HYD FILTER/COOLANT FILTER	12/11/2019	41.38	.00
ARNOLD MOTOR SUPPLY LLP	09NV026936	BLADE FUSE/BRAKE CLEANER	12/12/2019	10.79	.00
BARRON MOTOR SUPPLY	208572	HYD FILTER	12/11/2019	15.54	.00
DONS TRUCK SALES INC	517092	ANTIFREEZE	11/22/2019	154.86	.00
ECONO SIGN & BARRICADE LL	10-957209	SIGNS	11/27/2019	338.44	.00
JOHN DEERE FINANCIAL F.S.B.	2570497	DUREX EXT LIFE/STARTING FL	11/14/2019	42.15	42.15
JOHN DEERE FINANCIAL F.S.B.	2575861	V BELT	12/03/2019	14.52	14.52
JOHN DEERE FINANCIAL F.S.B.	2576850	RED FLAGS W/STAFF	12/06/2019	47.22	47.22
JOHN DEERE FINANCIAL F.S.B.	P74957	OIL FILTER - JD BACKHOE	11/20/2019	49.95	49.95
LL PELLING CO	125472	PREMIX	11/23/2019	1,350.00	.00
LUMBER RIDGE HOME SOURC	A114103	BOARDS FOR TANDEM	11/15/2019	136.76	.00
MULGREW OIL CO	694045	OIL	11/19/2019	466.82	466.82
SUPER BRIGHT LEDS INC	1575564905-0	FLOOD LIGHT - VIADUCT	12/05/2019	85.52	.00
USABLUBOOK	049605 & 0677	FREIGHT 4" BOLLARD POST SL	11/15/2019	43.56	.00
Total 110-2100-65070 SUPPLIES:				2,958.68	620.66

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>110-2100-67990 CAPITAL OUTLAY</b>					
BLACKTOP SERVICE COMPANY	1	PAY # 1 OEL 2019 SEALCOAT IM	10/31/2019	164,728.28	164,728.28
BLACKTOP SERVICE COMPANY	2	PAY # 2 OEL 2019 SEALCOAT IM	10/31/2019	8,669.91	8,669.91
FOX ENGINEERING ASSOCIATE	45359	OEL 2019 SEALCOAT IMPROVE	11/30/2019	1,124.50	.00
Total 110-2100-67990 CAPITAL OUTLAY:				174,522.69	173,398.19
<b>110-2300-63810 UTILITIES</b>					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	11/25/2019	336.26	336.26
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	11/25/2019	7,501.27	7,501.27
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	12/05/2019	63.57	63.57
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	638.62	.00
Total 110-2300-63810 UTILITIES:				8,539.72	7,901.10
<b>110-2300-65041 EQUIPMENT</b>					
SUBSURFACE SOLUTIONS	14616	RADIODETECTION RECEIVER/T	11/14/2019	2,139.34	.00
Total 110-2300-65041 EQUIPMENT:				2,139.34	.00
<b>110-2400-63810 UTILITIES</b>					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	12/05/2019	125.14	125.14
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	89.49	.00
Total 110-2400-63810 UTILITIES:				214.63	125.14
<b>110-2700-65041 EQUIPMENT</b>					
TRUCK EQUIPMENT INC	293059 294817	FREIGHT (RETURNED) JOHNST	12/11/2019	25.00	.00
TRUCK EQUIPMENT INC	294882	COIL ONLY 12 VOLT	12/14/2019	98.18	.00
Total 110-2700-65041 EQUIPMENT:				123.18	.00
<b>110-6200-64010 AUDIT</b>					
OFFICE OF AUDITOR OF STATE	2019 12	2018-2019 AUDIT REPORT	12/10/2019	125.00	125.00
T P ANDERSON & COMPANY PC	37879	COMPLETION 2019 AUDIT	11/30/2019	790.00	.00
Total 110-6200-64010 AUDIT:				915.00	125.00
<b>112-3820-61500 MEDICAL-HEALTH</b>					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	11/11/2019	86.74	86.74
Total 112-3820-61500 MEDICAL-HEALTH:				86.74	86.74
<b>112-3820-61600 WORKMENS COMPENSATION</b>					
IMWCA	INV75115	WORKERS COMP PREM 19-20	12/01/2019	2,204.18	.00
Total 112-3820-61600 WORKMENS COMPENSATION:				2,204.18	.00
<b>112-3820-61840 CLAIMS-SIDE FUND</b>					
ADVANTAGE ADMINISTRATORS	105608112019	SELF FUND MEDICAL INSURAN	11/20/2019	126.40	126.40
ADVANTAGE ADMINISTRATORS	2019 11 15	NOV 15 MEDIAL CLAIMS	11/15/2019	2,201.23	2,201.23
ADVANTAGE ADMINISTRATORS	2019 11 22	NOV 22 MEDIAL CLAIMS	11/22/2019	79.20	79.20
ADVANTAGE ADMINISTRATORS	2019 12 06	DEC 06 MEDIAL CLAIMS	12/06/2019	335.63	335.63
ADVANTAGE ADMINISTRATORS	2019 12 13	DEC 13 MEDIAL CLAIMS	12/13/2019	147.48	147.48
Total 112-3820-61840 CLAIMS-SIDE FUND:				2,889.94	2,889.94

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>112-3820-64990 EMPLOYEE BENEFITS CONSULTING</b>					
GROUP SERVICES LLC	6303	NOV 2019 CONSULTING FEE	11/22/2019	164.67	164.67
Total 112-3820-64990 EMPLOYEE BENEFITS CONSULTING:				164.67	164.67
<b>112-3830-61500 MEDICAL-HEALTH</b>					
COVENANT OCCUPATIONAL M	49536	PHYSICAL EXAM/TESTING/VAC	12/08/2019	173.00	.00
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	11/11/2019	24.08	24.08
Total 112-3830-61500 MEDICAL-HEALTH:				197.08	24.08
<b>112-3830-61600 WORKMENS COMPENSATION</b>					
IMWCA	INV75115	WORKERS COMP PREM 19-20	12/01/2019	1.84	.00
IMWCA	INV75115	WORKERS COMP PREM 19-20	12/01/2019	901.71	.00
Total 112-3830-61600 WORKMENS COMPENSATION:				903.55	.00
<b>112-3830-61840 CLAIMS-SIDE FUND</b>					
ADVANTAGE ADMINISTRATORS	105608112019	SELF FUND MEDICAL INSURAN	11/20/2019	23.70	23.70
ADVANTAGE ADMINISTRATORS	2019 11 15	NOV 15 MEDIAL CLAIMS	11/15/2019	33.68	33.68
ADVANTAGE ADMINISTRATORS	2019 11 22	NOV 22 MEDIAL CLAIMS	11/22/2019	3.72	3.72
ADVANTAGE ADMINISTRATORS	2019 12 06	DEC 06 MEDIAL CLAIMS	12/06/2019	75.10	75.10
ADVANTAGE ADMINISTRATORS	2019 12 13	DEC 13 MEDIAL CLAIMS	12/13/2019	1,051.22	1,051.22
Total 112-3830-61840 CLAIMS-SIDE FUND:				1,187.42	1,187.42
<b>112-3830-64990 EMPLOYEE BENEFITS CONSULTING</b>					
GROUP SERVICES LLC	6303	NOV 2019 CONSULTING FEE	11/22/2019	38.00	38.00
Total 112-3830-64990 EMPLOYEE BENEFITS CONSULTING:				38.00	38.00
<b>112-3840-61500 MEDICAL-HEALTH</b>					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	11/11/2019	28.32	28.32
Total 112-3840-61500 MEDICAL-HEALTH:				28.32	28.32
<b>112-3840-61600 WORKMENS COMPENSATION</b>					
IMWCA	INV75115	WORKERS COMP PREM 19-20	12/01/2019	534.35	.00
Total 112-3840-61600 WORKMENS COMPENSATION:				534.35	.00
<b>112-3840-61840 CLAIMS-SIDE FUND</b>					
ADVANTAGE ADMINISTRATORS	105608112019	SELF FUND MEDICAL INSURAN	11/20/2019	31.60	31.60
ADVANTAGE ADMINISTRATORS	2019 11 15	NOV 15 MEDIAL CLAIMS	11/15/2019	63.10	63.10
ADVANTAGE ADMINISTRATORS	2019 11 22	NOV 22 MEDIAL CLAIMS	11/22/2019	329.17	329.17
ADVANTAGE ADMINISTRATORS	2019 12 06	DEC 06 MEDIAL CLAIMS	12/06/2019	1,247.81	1,247.81
ADVANTAGE ADMINISTRATORS	2019 12 13	DEC 13 MEDIAL CLAIMS	12/13/2019	27.70	27.70
Total 112-3840-61840 CLAIMS-SIDE FUND:				1,699.38	1,699.38
<b>112-3840-64990 EMPLOYEE BENEFITS CONSULTING</b>					
GROUP SERVICES LLC	6303	NOV 2019 CONSULTING FEE	11/22/2019	50.67	50.67
Total 112-3840-64990 EMPLOYEE BENEFITS CONSULTING:				50.67	50.67
<b>112-3860-61500 MEDICAL-HEALTH</b>					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	11/11/2019	20.18	20.18

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 112-3860-61500 MEDICAL-HEALTH:				20.18	20.18
<b>112-3860-61600 WORKMENS COMPENSATION</b>					
IMWCA	INV75115	WORKERS COMP PREM 19-20	12/01/2019	17.55	.00
Total 112-3860-61600 WORKMENS COMPENSATION:				17.55	.00
<b>112-3860-61840 CLAIMS-SIDE FUND Q HRA FEE</b>					
ADVANTAGE ADMINISTRATORS	105608112019	SELF FUND MEDICAL INSURAN	11/20/2019	23.70	23.70
ADVANTAGE ADMINISTRATORS	2019 11 15	NOV 15 MEDIAL CLAIMS	11/15/2019	18.10	18.10
ADVANTAGE ADMINISTRATORS	2019 12 06	DEC 06 MEDIAL CLAIMS	12/06/2019	355.12	355.12
ADVANTAGE ADMINISTRATORS	2019 12 13	DEC 13 MEDIAL CLAIMS	12/13/2019	1,825.54	1,825.54
Total 112-3860-61840 CLAIMS-SIDE FUND Q HRA FEE:				2,222.46	2,222.46
<b>112-3860-62310 SAFETY</b>					
PETTY CASH	2019 12 06	SAFETY AWARDS QUARTERLY	12/06/2019	30.00	30.00
PETTY CASH	2019 12 06	SAFETY AWARDS QUARTERLY	12/06/2019	30.00	30.00
Total 112-3860-62310 SAFETY:				60.00	60.00
<b>112-3860-64990 EMPLOYEE BENEFITS CONSULTING</b>					
GROUP SERVICES LLC	6303	NOV 2019 CONSULTING FEE	11/22/2019	38.00	38.00
GROUP SERVICES LLC	6303	NOV 2019 CONSULTING FEE	11/22/2019	329.33	329.33
TASC	IN1663418	ACA EMP REPORTING ADM FE	12/01/2019	63.60	63.60
Total 112-3860-64990 EMPLOYEE BENEFITS CONSULTING:				430.93	430.93
<b>112-6600-64080 INSURANCE-LIABILITY</b>					
VOGEL INSURANCE AGENCY	6191 6192	ADD '19 EXPLORER - PD	12/13/2019	690.00	690.00
Total 112-6600-64080 INSURANCE-LIABILITY:				690.00	690.00
<b>113-3900-61840 FLEX SPENDING</b>					
ADVANTAGE ADMINISTRATORS	2019 11 30	PAYROLL DEDUCTION FLEX SP	11/30/2019	780.47	780.47
ADVANTAGE ADMINISTRATORS	2019 11 30	PAYROLL DEDUCTION FLEX SP	11/30/2019	780.47	780.47
Total 113-3900-61840 FLEX SPENDING:				1,560.94	1,560.94
<b>122-5210-65060 OFFICE SUPPLIES</b>					
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	1.00	1.00
Total 122-5210-65060 OFFICE SUPPLIES:				1.00	1.00
<b>123-1100-67990 CAPITAL OUTLAY</b>					
KELTEK INCORPORATED	30557	WRECKED VEHICLE TEAR OUT	12/16/2019	914.00	.00
STOP STICK LTD	0016296-IN	STOP STICK KIT W/STORAGE B	12/09/2019	493.00	.00
Total 123-1100-67990 CAPITAL OUTLAY:				1,407.00	.00
<b>123-4410-67990 CAPITAL OUTLAY</b>					
BIRDNOW MOTOR TRADE	2019 11 15	2013 FORD TRANSIT CONNECT	11/15/2019	9,899.00	9,899.00
BIRDNOW MOTOR TRADE	6099219	REAR FLOOR MAT 2013 FORD	12/11/2019	400.00	.00
KAY PARK RECREATION CORP	187617	BLEACHERS	11/21/2019	7,023.60	.00
KAY PARK RECREATION CORP	187704	DRINKING FOUNTAINS - DUAL	12/09/2019	7,659.00	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 123-4410-67990 CAPITAL OUTLAY:				24,981.60	9,899.00
<b>123-5250-65041 FIRE CAPITAL</b>					
DANKO EMERGENCY EQUIPME	105175	DELTAIR HP CYLINDER/FACEPI	08/30/2019	22,950.00	22,950.00
FELD FIRE	0359949-IN	HOSES	12/06/2019	3,047.00	.00
Total 123-5250-65041 FIRE CAPITAL:				25,997.00	22,950.00
<b>124-4100-65070 SUPPLIES</b>					
CARDMEMBER SERVICES	8198 SM 2019	AMAZON - MOVIES	12/04/2019	248.52	248.52
Total 124-4100-65070 SUPPLIES:				248.52	248.52
<b>126-5206-64132 TIF TAX REBATE PERFORM REHAB</b>					
PERFORMANCE REHAB 2 LLC	2019 12	TAX REBATE - TIF	12/11/2019	1,272.35	1,272.35
Total 126-5206-64132 TIF TAX REBATE PERFORM REHAB:				1,272.35	1,272.35
<b>127-5302-64132 TIF TAX REBATE CORNERSTONE INN</b>					
CORNERSTONE INN & SUITES	2019 12	TAX REBATE - TIF	12/11/2019	12,860.70	12,860.70
Total 127-5302-64132 TIF TAX REBATE CORNERSTONE INN:				12,860.70	12,860.70
<b>127-5304-64132 TIF TAX REBATE FORSYTH</b>					
QUALITY PLUS MFG INC	2019 12	TAX REBATE TIF	12/11/2019	21,928.18	21,928.18
Total 127-5304-64132 TIF TAX REBATE FORSYTH:				21,928.18	21,928.18
<b>127-5306-64132 TIF TAX REBATE STEILS STUDIO</b>					
STEIL'S STUDIO OF DANCE	2019 12	TAX REBATE - TIF	12/11/2019	5,749.08	5,749.08
Total 127-5306-64132 TIF TAX REBATE STEILS STUDIO:				5,749.08	5,749.08
<b>160-1710-61810 UNIFORMS</b>					
KERNS COMPANY INC	138879	JACKETS	11/18/2019	230.00	.00
Total 160-1710-61810 UNIFORMS:				230.00	.00
<b>160-1710-61990 EMPLOYEE PERSONNEL EXPENSE</b>					
MERCYONE WATERLOO MEDIC	49058	VACCINATIONS - J PROUTY	11/10/2019	119.00	119.00
Total 160-1710-61990 EMPLOYEE PERSONNEL EXPENSE:				119.00	119.00
<b>160-1710-63310 VEHICLE</b>					
ARNOLD MOTOR SUPPLY LLP	09NV025885	WIPERS	11/20/2019	21.92	.00
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	37.28	.00
Total 160-1710-63310 VEHICLE:				59.20	.00
<b>160-1710-63750 CELLULAR/PAGING</b>					
US CELLULAR	0344537473	CELLPHONE SERVICE	12/02/2019	21.77	.00
Total 160-1710-63750 CELLULAR/PAGING:				21.77	.00
<b>160-1710-64080 INSURANCE-LIABILITY</b>					
IMWCA	INV75115	WORKERS COMP PREM 19-20	12/01/2019	37.76	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 160-1710-64080 INSURANCE-LIABILITY:				37.76	.00
<b>160-1710-65070 SUPPLIES</b>					
D & K PRODUCTS	0502880-IN	ICE MELT	11/25/2019	14.53	.00
Total 160-1710-65070 SUPPLIES:				14.53	.00
<b>160-5200-63730 COMMUNICATIONS</b>					
MEDIACOM COMMUNICATIONS	0003535 2019	PHONE/INTERNET SERVICE	12/16/2019	60.18	.00
Total 160-5200-63730 COMMUNICATIONS:				60.18	.00
<b>160-5200-64010 AUDIT</b>					
OFFICE OF AUDITOR OF STATE	2019 12	2018-2019 AUDIT REPORT	12/10/2019	156.25	156.25
T P ANDERSON & COMPANY PC	37879	COMPLETION 2019 AUDIT	11/30/2019	987.50	.00
Total 160-5200-64010 AUDIT:				1,143.75	156.25
<b>160-5200-64110 LEGAL EXPENSE</b>					
DILLON LAW PC	5436	NOVEMBER LEGAL SERVICE	12/01/2019	811.00	.00
Total 160-5200-64110 LEGAL EXPENSE:				811.00	.00
<b>160-5200-64130 FAY CO LOCAL HOUSING TRUST</b>					
UPPER EXPLORERLAND	1051	2019 MATCH - 219 6TH AVE SE	11/04/2019	1,737.50	.00
UPPER EXPLORERLAND	1053	2018 MATCH - 413 FREDERICK	11/21/2019	2,500.00	.00
UPPER EXPLORERLAND	1054	2019 MATCH - 212 3RD ST NW	11/27/2019	1,375.00	.00
UPPER EXPLORERLAND	1054	2019 MATCH - 120 13TH AVE S	11/27/2019	777.90	.00
UPPER EXPLORERLAND	1054	2018 MATCH - 120 13TH AVE S	11/27/2019	774.60	.00
Total 160-5200-64130 FAY CO LOCAL HOUSING TRUST:				7,165.00	.00
<b>160-5200-64133 TOURISM</b>					
ALLIANT ENERGY	8100421000 20	ELECTRIC SERVICE	12/06/2019	21.22	21.22
Total 160-5200-64133 TOURISM:				21.22	21.22
<b>160-5200-64139 OCAD DUES</b>					
OELWEIN CHAMBER & AREA D	2019 12 02	2ND QTR CONTRIBUTION	12/02/2019	12,500.00	.00
Total 160-5200-64139 OCAD DUES:				12,500.00	.00
<b>160-5200-64140 LEGAL PUBLICATION</b>					
OELWEIN PUBLISHING CO	303154820	OCT 28 MINUTES CLAIMS	11/01/2019	48.76	.00
OELWEIN PUBLISHING CO	303162002	NOV 12 MINUTES	11/19/2019	17.00	.00
Total 160-5200-64140 LEGAL PUBLICATION:				65.76	.00
<b>160-5200-64901 RESIDENTIAL DEMO GRANT</b>					
JAMISON SCHMITZ FUNERAL H	2019 12	DEMO FUNDING ASSIST 16 3RD	12/16/2019	4,300.00	4,300.00
Total 160-5200-64901 RESIDENTIAL DEMO GRANT:				4,300.00	4,300.00
<b>160-5200-65060 OFFICE SUPPLIES</b>					
COPY SYSTEMS INC	IN362666	COPIER MAINT SUPPORT	12/12/2019	10.04	.00
MAIL FINANCE	N8052233	OCT - JAN POSTAGE METER L	12/12/2019	81.71	.00



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	5.00	5.00
Total 160-5200-65060 OFFICE SUPPLIES:				96.75	5.00
<b>160-5200-67271 WELLNESS CAPITAL</b>					
PUSH PEDAL PULL INC	262685	RECUMBENT BIKE/ELLIPTICAL	12/11/2019	12,060.00	.00
Total 160-5200-67271 WELLNESS CAPITAL:				12,060.00	.00
<b>161-5225-64907 REVOLVING FUNDS DISBURSED</b>					
ELEVATION PROPERTIES LLC	2019 12	IRP LOAN PROCEEDS	12/12/2019	125,000.00	125,000.00
Total 161-5225-64907 REVOLVING FUNDS DISBURSED:				125,000.00	125,000.00
<b>161-5225-65060 OFFICE SUPPLIES</b>					
FIDELITY BANK & TRUST	2019 11 26 IRP	ORDERED IRP CHECKS	11/26/2019	21.12	21.12
Total 161-5225-65060 OFFICE SUPPLIES:				21.12	21.12
<b>162-5366-64907 LOAN FUNDS DISPERSED</b>					
SEAN SAUSER dba SERBRO	2019 12	DWNTWN IMP PROGRAM - RO	12/01/2019	18,000.00	18,000.00
Total 162-5366-64907 LOAN FUNDS DISPERSED:				18,000.00	18,000.00
<b>177-1100-65150 FORFEITURES</b>					
LUMBER RIDGE HOME SOURC	D2858	GRAY GARAGE CABINETS	11/12/2019	1,563.99	.00
Total 177-1100-65150 FORFEITURES:				1,563.99	.00
<b>200-7100-68009 2009 BONDS</b>					
UMB BANK NA	OELWEIN09 2	2009 BONDS INTEREST PAYME	11/27/2019	6,340.00	6,340.00
Total 200-7100-68009 2009 BONDS:				6,340.00	6,340.00
<b>200-7100-68011 2011 BONDS</b>					
UMB BANK NA	OELWEIN11A	2011A BONDS INTEREST PAYM	11/27/2019	10,666.25	10,666.25
Total 200-7100-68011 2011 BONDS:				10,666.25	10,666.25
<b>200-7100-68014 GO BONDS POLICE FACILITY</b>					
UMB BANK NA	OELWEIN14 2	2014 BONDS INTEREST PAYME	11/27/2019	48,387.50	48,387.50
Total 200-7100-68014 GO BONDS POLICE FACILITY:				48,387.50	48,387.50
<b>200-7100-68016 UR GO BOND ED 2016A</b>					
UMB BANK NA	OELWEIN16A	2106A BONDS INTEREST PAYM	11/27/2019	66,835.00	66,835.00
Total 200-7100-68016 UR GO BOND ED 2016A:				66,835.00	66,835.00
<b>200-7100-68017 2016B GO BOND</b>					
UMB BANK NA	OELWEIN16B	2016B BONDS INTEREST PAYM	11/27/2019	7,403.75	7,403.75
Total 200-7100-68017 2016B GO BOND:				7,403.75	7,403.75
<b>200-7100-68019 2016D WATER REVENUE BONDS</b>					
UMB BANK NA	OELWEIN16D	2016D BONDS INTEREST PAYM	11/27/2019	5,296.25	5,296.25

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 200-7100-68019 2016D WATER REVENUE BONDS:				5,296.25	5,296.25
<b>201-7120-68010 SRF PAYMENT WATER</b>					
IOWA FINANCE AUTHORITY	D0180R 2019	WATER SYS IMP BOND INT PMT	12/02/2019	10,470.00	10,470.00
Total 201-7120-68010 SRF PAYMENT WATER:				10,470.00	10,470.00
<b>201-7120-68021 SRF 42 WELL</b>					
IOWA FINANCE AUTHORITY	D0444RT 2019	42 WELL BOND INTEREST PAY	12/02/2019	10,471.49	10,471.49
Total 201-7120-68021 SRF 42 WELL:				10,471.49	10,471.49
<b>202-8350-68010 SRF PAYMENT WWTP</b>					
IOWA FINANCE AUTHORITY	MC67RT 2019	WWTP BOND INTEREST PAYME	12/02/2019	32,812.50	32,812.50
Total 202-8350-68010 SRF PAYMENT WWTP:				32,812.50	32,812.50
<b>202-8350-68012 SRF PAYMENT 1ST AVE LIFT</b>					
IOWA FINANCE AUTHORITY	C0491R 2019	1ST AVE LIFT STATION BOND IN	12/02/2019	5,468.75	5,468.75
IOWA FINANCE AUTHORITY	C0491R 2019	1ST AVE LIFT STATION SERVIC	12/02/2019	781.25	781.25
Total 202-8350-68012 SRF PAYMENT 1ST AVE LIFT:				6,250.00	6,250.00
<b>202-8350-68020 20TH ST LIFT STATION SRF PAYMT</b>					
IOWA FINANCE AUTHORITY	C0901RT 2019	20TH LIFT STATION BOND INTE	12/02/2019	2,565.11	2,565.11
Total 202-8350-68020 20TH ST LIFT STATION SRF PAYMT:				2,565.11	2,565.11
<b>305-2800-64950 CONTRACTS</b>					
AECOM TECHNICAL SERVICES	2000294948	OEL-GRADING CONN TWY CRS	12/05/2019	1,913.57	.00
AECOM TECHNICAL SERVICES	2000294950	PAVING CONNECTOR TXWY TO	12/05/2019	5,847.08	.00
Total 305-2800-64950 CONTRACTS:				7,760.65	.00
<b>307-4300-64950 CONTRACTS</b>					
FEHR GRAHAM ENGINEERING	92337	Wings Park Trail Imp	11/30/2019	304.75	.00
Total 307-4300-64950 CONTRACTS:				304.75	.00
<b>386-8120-64070 CONTRACTS,ENGINEERS</b>					
FOX ENGINEERING ASSOCIATE	45212	OEL WELL/DISINFECTION IMP	10/30/2019	1,798.00	1,798.00
FOX ENGINEERING ASSOCIATE	45430	OEL WELL/DISINFECTION IMP	11/30/2019	2,176.50	.00
Total 386-8120-64070 CONTRACTS,ENGINEERS:				3,974.50	1,798.00
<b>386-8120-67850 CONSTRUCTION</b>					
PORTZEN CONSTRUCTION INC	14	PAY # 14 DISINFECTION/42 WE	11/18/2019	47,024.05	47,024.05
Total 386-8120-67850 CONSTRUCTION:				47,024.05	47,024.05
<b>387-7550-67850 CONSTRUCTION</b>					
FLYNN COMPANY INC	7	PAY REQUEST 7 OLD ROAD PA	12/09/2019	9,393.50	9,393.50
Total 387-7550-67850 CONSTRUCTION:				9,393.50	9,393.50

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>387-7560-64070 CONTRACTS, ENGINEERING</b>					
FOX ENGINEERING ASSOCIATE	45358	WINGS EAST PAVING IMP	11/30/2019	4,250.00	.00
Total 387-7560-64070 CONTRACTS, ENGINEERING:				4,250.00	.00
<b>397-7516-68110 IOWA DOT LOAN PAYMENT</b>					
IA DEPT OF TRANSPORTATION	58966	RR/VIADUCT REVOLVING LOA	12/10/2019	19,629.48	19,629.48
Total 397-7516-68110 IOWA DOT LOAN PAYMENT:				19,629.48	19,629.48
<b>600-6200-61500 MEDICAL-HEALTH</b>					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	11/11/2019	28.60	28.60
Total 600-6200-61500 MEDICAL-HEALTH:				28.60	28.60
<b>600-6200-61600 WORKMENS COMPENSATION</b>					
IMWCA	INV75115	WORKERS COMP PREM 19-20	12/01/2019	430.29	.00
Total 600-6200-61600 WORKMENS COMPENSATION:				430.29	.00
<b>600-6200-61840 CLAIMS-SIDE FUND</b>					
ADVANTAGE ADMINISTRATORS	105608112019	SELF FUND MEDICAL INSURAN	11/20/2019	39.50	39.50
ADVANTAGE ADMINISTRATORS	2019 11 15	NOV 15 MEDIAL CLAIMS	11/15/2019	52.21	52.21
ADVANTAGE ADMINISTRATORS	2019 11 22	NOV 22 MEDIAL CLAIMS	11/22/2019	574.93	574.93
ADVANTAGE ADMINISTRATORS	2019 12 06	DEC 06 MEDIAL CLAIMS	12/06/2019	185.61	185.61
ADVANTAGE ADMINISTRATORS	2019 12 13	DEC 13 MEDIAL CLAIMS	12/13/2019	34.59	34.59
Total 600-6200-61840 CLAIMS-SIDE FUND:				886.84	886.84
<b>600-6200-61990 EMPLOYEE PERSONNEL EXPENSE</b>					
HOLIDAY INN-AIRPORT	88387	LODGING-BARB IMFOA	10/18/2019	102.88	102.88
Total 600-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				102.88	102.88
<b>600-6200-63100 BUILDING</b>					
ACE HARDWARE	RB86542	JACKS	11/25/2019	2.99	.00
D & K PRODUCTS	0502880-IN	ICE MELT	11/25/2019	29.06	.00
Total 600-6200-63100 BUILDING:				32.05	.00
<b>600-6200-63730 COMMUNICATIONS</b>					
MEDIACOM COMMUNICATIONS	0003535 2019	PHONE/INTERNET SERVICE	12/16/2019	96.90	.00
MEDIACOM COMMUNICATIONS	0003535 2019	PHONE/INTERNET SERVICE	12/16/2019	60.18	.00
Total 600-6200-63730 COMMUNICATIONS:				157.08	.00
<b>600-6200-63810 UTILITIES</b>					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	132.47	.00
ALLIANT ENERGY	9707011000 20	GAS SERVICE	12/12/2019	117.99	.00
EAGLE POINT ENERGY 5	OELWEIN 14	ELECTRICE SERVICE	12/03/2019	39.41	39.41
OELWEIN CITY WATER	2019 12	WATER/SEWER SERVICE	12/01/2019	16.80	16.80
Total 600-6200-63810 UTILITIES:				306.67	56.21
<b>600-6200-64010 AUDIT</b>					
OFFICE OF AUDITOR OF STATE	2019 12	2018-2019 AUDIT REPORT	12/10/2019	62.50	62.50
T P ANDERSON & COMPANY PC	37879	COMPLETION 2019 AUDIT	11/30/2019	395.00	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 600-6200-64010 AUDIT:				457.50	62.50
<b>600-6200-64090 JANITORIAL</b>					
HORAN CLEANING LLC	1180	MONTHLY CITY HALL CLEANIN	12/12/2019	75.00	.00
Total 600-6200-64090 JANITORIAL:				75.00	.00
<b>600-6200-64110 LEGAL EXPENSE</b>					
DILLON LAW PC	5436	NOVEMBER LEGAL SERVICE	12/01/2019	1,013.76	.00
Total 600-6200-64110 LEGAL EXPENSE:				1,013.76	.00
<b>600-6200-64140 LEGAL PUBLICATION</b>					
OELWEIN PUBLISHING CO	303154820	OCT 28 MINUTES CLAIMS	11/01/2019	65.00	.00
OELWEIN PUBLISHING CO	303162002	NOV 12 MINUTES	11/19/2019	22.66	.00
Total 600-6200-64140 LEGAL PUBLICATION:				87.66	.00
<b>600-6200-64182 WATER EXCISE TAX</b>					
TREASURER STATE OF IOWA	1-33-809659 2	NOVEMBER WET TAX	11/30/2019	4,343.00	4,343.00
Total 600-6200-64182 WATER EXCISE TAX:				4,343.00	4,343.00
<b>600-6200-64990 EMPLOYEE BENEFIT CONSULTING</b>					
GROUP SERVICES LLC	6303	NOV 2019 CONSULTING FEE	11/22/2019	63.33	63.33
Total 600-6200-64990 EMPLOYEE BENEFIT CONSULTING:				63.33	63.33
<b>600-6200-65060 OFFICE SUPPLIES</b>					
BERGANKDV TECHNOLOGY &	CW81718	EMAIL SECURITY	12/05/2019	20.27	.00
BERGANKDV TECHNOLOGY &	CW81821	MICROSOFT OFFICE 365	12/05/2019	13.75	.00
COPY SYSTEMS INC	IN362666	COPIER MAINT SUPPORT	12/12/2019	10.04	.00
FIDELITY BANK & TRUST	2019 11 26	PSN MONTHLY FEE-CR CARD/D	11/26/2019	27.45	27.45
MAIL FINANCE	N8052233	OCT - JAN POSTAGE METER L	12/12/2019	81.71	.00
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	399.70	399.70
PETTY CASH	2019 12 06	SHORTAGE - PETTY CASH	12/06/2019	.08	.08
STOREY KENWORTHY CORP	PINV742599	NOTECARDS	11/04/2019	.85	.00
STOREY KENWORTHY CORP	PINV745132	INK CRTDG	11/11/2019	22.67	.00
STOREY KENWORTHY CORP	PINV749892	INK CRTDG	11/25/2019	64.66	.00
U S POST OFFICE	2019 11 27	DECEMBER WATER BILLS POS	11/27/2019	226.58	226.58
Total 600-6200-65060 OFFICE SUPPLIES:				867.76	653.81
<b>600-8100-61990 EMPLOYEE PERSONNEL EXPENSE</b>					
CARDMEMBER SERVICES	0201 VK 2019	BLAINS - BOOTS VK	12/04/2019	85.59	85.59
Total 600-8100-61990 EMPLOYEE PERSONNEL EXPENSE:				85.59	85.59
<b>600-8100-63310 VEHICLE</b>					
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	451.74	.00
Total 600-8100-63310 VEHICLE:				451.74	.00
<b>600-8100-63730 COMMUNICATIONS</b>					
MEDIACOM COMMUNICATIONS	0003535 2019	PHONE/INTERNET SERVICE	12/16/2019	168.95	.00
US CELLULAR	0344537473	CELLPHONE SERVICE	12/02/2019	39.54	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
US CELLULAR	0344537473	CELLPHONE SERVICE	12/02/2019	16.77	.00
Total 600-8100-63730 COMMUNICATIONS:				225.26	.00
<b>600-8100-63810 UTILITIES</b>					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	12/05/2019	4,019.72	4,019.72
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	147.21	.00
ALLIANT ENERGY	7076980016 20	ELECTRIC SERVICE	12/10/2019	3,175.45	3,175.45
ALLIANT ENERGY	9707011000 20	GAS SERVICE	12/12/2019	194.84	.00
OELWEIN CITY WATER	2019 12	WATER/SEWER SERVICE	12/01/2019	71.56	71.56
PORTZEN CONSTRUCTION INC	7076980016 20	ALLIANT NOV INV REIMBURSE	11/11/2019	1,276.04	1,276.04
Total 600-8100-63810 UTILITIES:				8,884.82	8,542.77
<b>600-8100-64920 ONE CALL</b>					
IOWA ONE CALL	216509	ONE CALLS	11/18/2019	46.80	46.80
IOWA ONE CALL	217285	ONE CALLS	12/11/2019	21.60	.00
Total 600-8100-64920 ONE CALL:				68.40	46.80
<b>600-8100-65041 EQUIPMENT</b>					
ACE HARDWARE	RB85422	HOSE/PUMP	11/06/2019	103.98	.00
ACE HARDWARE	RB86318	SPADE DRAIN FIBER	11/21/2019	32.99	.00
ECONO SIGN & BARRICADE LL	10-957209	SIGNS	11/27/2019	182.90	.00
JOHN DEERE FINANCIAL F.S.B.	2574223	18V ADAPTER	11/27/2019	39.99	39.99
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	251.57	.00
SUBSURFACE SOLUTIONS	14616	RADIODETECTION RECEIVER/T	11/14/2019	2,139.33	.00
Total 600-8100-65041 EQUIPMENT:				2,750.76	39.99
<b>600-8100-65060 OFFICE SUPPLIES</b>					
OELWEIN PUBLISHING CO	303163035	PN FINDING & INTENT TO REL -	11/20/2019	64.72	.00
PETTY CASH	2019 12 06	POSTAGE - WATER DEPT	12/06/2019	8.30	8.30
Total 600-8100-65060 OFFICE SUPPLIES:				73.02	8.30
<b>600-8100-65070 SUPPLIES</b>					
ACE HARDWARE	RB86173	GARBAGE BAGS	11/18/2019	14.99	.00
CITY LAUNDERING CO	1511637	CLEANING SUPPLIES	11/25/2019	45.06	.00
CITY LAUNDERING CO	1515614	CLEANING SUPPLIES	12/09/2019	102.56	.00
HAWKINS INC	4623700	AZONE	11/27/2019	1,509.50	.00
JOHN DEERE FINANCIAL F.S.B.	2572682	20V BATTERIES/DEGREASER/C	11/22/2019	193.82	193.82
JOHN DEERE FINANCIAL F.S.B.	2575934	BATTERIES	12/03/2019	10.47	10.47
LL PELLING CO	125472	PREMIX	11/23/2019	814.50	.00
LL PELLING CO	125491	PREMIX	12/07/2019	3,797.10	.00
MANATTS INC	968094	CONCRETE	11/20/2019	990.63	990.63
STOREY KENWORTHY CORP	PINV748497	INK CRTDG	11/20/2019	42.00	.00
SUPER BRIGHT LEDS INC	1575564905-0	LIGHTS - WATER SHOP	12/05/2019	109.57	.00
UTILITY EQUIPMENT CO	30056240-000	REPAIR CLAMPS/CURB BOX LI	11/25/2019	1,112.94	.00
UTILITY EQUIPMENT CO	30056332-000	REPAIR CLAMPS	12/04/2019	98.40	.00
Total 600-8100-65070 SUPPLIES:				8,841.54	1,194.92
<b>640-8250-63311 GASOLINE</b>					
MULGREW OIL CO	696793	UNLEADED GAS	11/25/2019	8,084.13	8,084.13

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 640-8250-63311 GASOLINE:				8,084.13	8,084.13
<b>640-8250-65041 EQUIPMENT</b>					
IA DEPT NATURAL RESOURCES	198603098 - 2	ANNUAL STORAGE TANK FEE	12/12/2019	130.00	.00
Total 640-8250-65041 EQUIPMENT:				130.00	.00
<b>670-8400-65060 OFFICE SUPPLIES</b>					
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	106.00	106.00
U S POST OFFICE	2019 11 27	DECEMBER WATER BILLS POS	11/27/2019	106.62	106.62
Total 670-8400-65060 OFFICE SUPPLIES:				212.62	212.62
<b>670-8420-64950 BLACKHAWK CONTRACT</b>					
BLACKHAWK WASTE DISPOSA	04-288213 201	MONTHLY GARBAGE/RECYCLI	11/20/2019	27,746.30	27,746.30
BLACKHAWK WASTE DISPOSA	04-288247 201	OCT 2019 ASSISTED PICKUPS	11/20/2019	39.00	39.00
BLACKHAWK WASTE DISPOSA	04-288973 201	OCT 2019 MULTI TOTES	11/20/2019	83.30	83.30
Total 670-8420-64950 BLACKHAWK CONTRACT:				27,868.60	27,868.60
<b>671-8410-65060 OFFICE SUPPLIES</b>					
U S POST OFFICE	2019 11 27	DECEMBER WATER BILLS POS	11/27/2019	53.31	53.31
Total 671-8410-65060 OFFICE SUPPLIES:				53.31	53.31
<b>672-4310-64953 TREE GRINDING</b>					
POWER STUMP REMOVAL	2019 11 21	STUMP REMOVAL - 67 STUMPS	11/21/2019	3,500.00	.00
Total 672-4310-64953 TREE GRINDING:				3,500.00	.00
<b>672-4310-65041 EQUIPMENT</b>					
ACE HARDWARE	RB85913	RAKES- TREE CLEANUP	11/14/2019	31.98	.00
JOHN DEERE FINANCIAL F.S.B.	P74956	TANK HOUSING - CHAINSAW	11/20/2019	140.93	140.93
JOHN DEERE FINANCIAL F.S.B.	P75643	PARTS - CHAINSAW	12/03/2019	10.48	10.48
Total 672-4310-65041 EQUIPMENT:				183.39	151.41
<b>680-8220-63730 COMMUNICATIONS</b>					
CARDMEMBER SERVICES	3397 JR 2019	YES! MUSIC - MONTHLY SUB	12/04/2019	8.94	8.94
Total 680-8220-63730 COMMUNICATIONS:				8.94	8.94
<b>680-8220-64090 JANITORIAL</b>					
COVENANT MEDICAL CENTER I	2191130	OCTOBER JANITORIAL EXPENS	11/20/2019	827.37	827.37
COVENANT MEDICAL CENTER I	2191231	NOVEMBER JANITORIAL EXPE	12/12/2019	971.01	.00
Total 680-8220-64090 JANITORIAL:				1,798.38	827.37
<b>680-8220-64180 SALES TAX</b>					
TREASURER STATE OF IOWA	1-33-000974 2	NOVEMBER SALES TAX	11/30/2019	888.00	888.00
Total 680-8220-64180 SALES TAX:				888.00	888.00
<b>680-8220-64950 CONTRACTS</b>					
COVENANT MEDICAL CENTER I	2191130	OCTOBER WELLNESS EXPENS	11/20/2019	14,584.26	14,584.26
COVENANT MEDICAL CENTER I	2191231	NOVEMBER WELLNESS EXPEN	12/12/2019	15,287.76	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 680-8220-64950 CONTRACTS:				29,872.02	14,584.26
<b>680-8220-65041 EQUIPMENT</b>					
CARDMEMBER SERVICES	3397 JR 2019	AMAZON - PEDAL STRAPS	12/04/2019	12.83	12.83
PUSH PEDAL PULL INC	261172	PREVENTATIVE MAINT	11/21/2019	187.50	.00
PUSH PEDAL PULL INC	261178	BELT FOR TREDMILL	11/21/2019	88.50	.00
PUSH PEDAL PULL INC	262773	PEDAL STRAPS	12/12/2019	52.11	.00
Total 680-8220-65041 EQUIPMENT:				340.94	12.83
<b>680-8220-65060 OFFICE SUPPLIES</b>					
FIDELITY BANK & TRUST	2019 11 26	WELLNESS CENTER MERCHAN	11/26/2019	85.25	85.25
FIDELITY BANK & TRUST	2019 11 26	WELLNESS TSYS FEES-ACH BI	11/26/2019	65.00	65.00
FIDELITY BANK & TRUST	2019 11 26	WELLNESS BANKCARD FEES	11/26/2019	121.08	121.08
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	116.00	116.00
STOREY KENWORTHY CORP	PINV474364	HAND SANITIZER	11/18/2019	57.52	.00
STOREY KENWORTHY CORP	PINV746209	RECEIPT BOOK/STAPLES/PENC	11/13/2019	38.18	.00
Total 680-8220-65060 OFFICE SUPPLIES:				483.03	387.33
<b>680-8220-65070 SUPPLIES</b>					
CARDMEMBER SERVICES	3397 JR 2019	FAREWAY - BLEACH	12/04/2019	4.26	4.26
FAREWAY STORES INC	597395	FACIAL TISSUES	11/14/2019	7.98	.00
JOHN DEERE FINANCIAL F.S.B.	2576333	SIMPLE GREEN	12/04/2019	10.97	10.97
Total 680-8220-65070 SUPPLIES:				23.21	15.23
<b>680-8220-65350 AFTER SCHOOL PROGRAMS</b>					
FAREWAY STORES INC	24731	JUICE/SNACKS	11/21/2019	18.87	.00
FAREWAY STORES INC	595332	JUICE	11/07/2019	11.96	.00
FAREWAY STORES INC	597395	JUICE/RUBBING ALCOHOL	11/14/2019	13.75	.00
Total 680-8220-65350 AFTER SCHOOL PROGRAMS:				44.58	.00
<b>700-6200-61500 MEDICAL-HEALTH</b>					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	11/11/2019	34.61	34.61
Total 700-6200-61500 MEDICAL-HEALTH:				34.61	34.61
<b>700-6200-61600 WORKMENS COMPENSATION</b>					
IMWCA	INV75115	WORKERS COMP PREM 19-20	12/01/2019	281.32	.00
Total 700-6200-61600 WORKMENS COMPENSATION:				281.32	.00
<b>700-6200-61840 CLAIMS-SIDE FUND</b>					
ADVANTAGE ADMINISTRATORS	105608112019	SELF FUND MEDICAL INSURAN	11/20/2019	31.60	31.60
ADVANTAGE ADMINISTRATORS	2019 11 15	NOV 15 MEDIAL CLAIMS	11/15/2019	9.05	9.05
ADVANTAGE ADMINISTRATORS	2019 12 06	DEC 06 MEDIAL CLAIMS	12/06/2019	39.58	39.58
ADVANTAGE ADMINISTRATORS	2019 12 13	DEC 13 MEDIAL CLAIMS	12/13/2019	15.39	15.39
Total 700-6200-61840 CLAIMS-SIDE FUND:				95.62	95.62
<b>700-6200-61990 EMPLOYEE PERSONNEL EXPENSE</b>					
HOLIDAY INN-AIRPORT	88387	LODGING-BARB IMFOA	10/18/2019	102.88	102.88

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 700-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				102.88	102.88
<b>700-6200-63100 BUILDING</b>					
ACE HARDWARE	RB86542	JACKS	11/25/2019	2.99	.00
D & K PRODUCTS	0502880-IN	ICE MELT	11/25/2019	29.06	.00
Total 700-6200-63100 BUILDING:				32.05	.00
<b>700-6200-63730 COMMUNICATIONS</b>					
MEDIACOM COMMUNICATIONS	0003535 2019	PHONE/INTERNET SERVICE	12/16/2019	60.18	.00
Total 700-6200-63730 COMMUNICATIONS:				60.18	.00
<b>700-6200-63810 UTILITIES</b>					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	132.47	.00
ALLIANT ENERGY	9707011000 20	GAS SERVICE	12/12/2019	117.98	.00
EAGLE POINT ENERGY 5	OELWEIN 14	ELECTRICE SERVICE	12/03/2019	39.40	39.40
OELWEIN CITY WATER	2019 12	WATER/SEWER SERVICE	12/01/2019	16.80	16.80
Total 700-6200-63810 UTILITIES:				306.65	56.20
<b>700-6200-64010 AUDIT</b>					
OFFICE OF AUDITOR OF STATE	2019 12	2018-2019 AUDIT REPORT	12/10/2019	62.50	62.50
T P ANDERSON & COMPANY PC	37879	COMPLETION 2019 AUDIT	11/30/2019	395.00	.00
Total 700-6200-64010 AUDIT:				457.50	62.50
<b>700-6200-64090 JANITORIAL</b>					
HORAN CLEANING LLC	1180	MONTHLY CITY HALL CLEANIN	12/12/2019	75.00	.00
Total 700-6200-64090 JANITORIAL:				75.00	.00
<b>700-6200-64110 LEGAL EXPENSE</b>					
DILLON LAW PC	5436	NOVEMBER LEGAL SERVICE	12/01/2019	1,013.75	.00
Total 700-6200-64110 LEGAL EXPENSE:				1,013.75	.00
<b>700-6200-64140 LEGAL PUBLICATION</b>					
OELWEIN PUBLISHING CO	303154820	OCT 28 MINUTES CLAIMS	11/01/2019	65.00	.00
OELWEIN PUBLISHING CO	303162002	NOV 12 MINUTES	11/19/2019	22.65	.00
Total 700-6200-64140 LEGAL PUBLICATION:				87.65	.00
<b>700-6200-64180 SALES TAX</b>					
TREASURER STATE OF IOWA	1-33-000974 2	NOVEMBER SALES TAX	11/30/2019	1,533.00	1,533.00
Total 700-6200-64180 SALES TAX:				1,533.00	1,533.00
<b>700-6200-64990 EMPLOYEE BENEFIT CONSULTING</b>					
GROUP SERVICES LLC	6303	NOV 2019 CONSULTING FEE	11/22/2019	50.67	50.67
Total 700-6200-64990 EMPLOYEE BENEFIT CONSULTING:				50.67	50.67
<b>700-6200-65060 OFFICE SUPPLIES</b>					
BERGANKDV TECHNOLOGY &	CW81718	EMAIL SECURITY	12/05/2019	20.27	.00
BERGANKDV TECHNOLOGY &	CW81821	MICROSOFT OFFICE 365	12/05/2019	13.75	.00



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
COPY SYSTEMS INC	IN362666	COPIER MAINT SUPPORT	12/12/2019	10.04	.00
FIDELITY BANK & TRUST	2019 11 26	PSN MONTHLY FEE-CR CARD/D	11/26/2019	27.45	27.45
MAIL FINANCE	N8052233	OCT - JAN POSTAGE METER L	12/12/2019	81.72	.00
NEOFUNDS BY NEOPOST	80284692 2019	POSTAGE	11/15/2019	260.15	260.15
STOREY KENWORTHY CORP	PINV742599	NOTECARDS	11/04/2019	.84	.00
STOREY KENWORTHY CORP	PINV745132	INK CRTDG	11/11/2019	22.66	.00
STOREY KENWORTHY CORP	PINV749892	INK CRTDG	11/25/2019	64.66	.00
U S POST OFFICE	2019 11 27	DECEMBER WATER BILLS POS	11/27/2019	279.89	279.89
Total 700-6200-65060 OFFICE SUPPLIES:				781.43	567.49
<b>700-8310-63310 VEHICLE</b>					
AUTOMATIC SYSTEMS CO	34303	SERVICE CALL 11/19 INSTALL B	12/11/2019	833.01	.00
Total 700-8310-63310 VEHICLE:				833.01	.00
<b>700-8310-63810 UTILITIES</b>					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	11/25/2019	434.43	434.43
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	49.07	.00
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	33.43	.00
ALLIANT ENERGY	9707011000 20	GAS SERVICE	12/12/2019	64.95	.00
Total 700-8310-63810 UTILITIES:				581.88	434.43
<b>700-8310-64920 ONE CALL</b>					
IOWA ONE CALL	216509	ONE CALLS	11/18/2019	46.80	46.80
IOWA ONE CALL	217285	ONE CALLS	12/11/2019	21.60	.00
Total 700-8310-64920 ONE CALL:				68.40	46.80
<b>700-8310-65041 EQUIPMENT</b>					
AUTOMATIC SYSTEMS CO	34301	UPGRADES 1ST AVE & 20TH AV	12/11/2019	10,695.00	.00
JOHN DEERE FINANCIAL F.S.B.	2575905	LED SPOTLIGHT- JET TRUCK	12/03/2019	89.99	89.99
JOHN DEERE FINANCIAL F.S.B.	P75642	HOSE/FITTINGS - JET TRUCK	12/03/2019	277.14	277.14
Total 700-8310-65041 EQUIPMENT:				11,062.13	367.13
<b>700-8310-65070 SUPPLIES</b>					
ARNOLD MOTOR SUPPLY LLP	09NV026762	FUEL FILTER	12/09/2019	33.30	.00
JOHN DEERE FINANCIAL F.S.B.	P75849	FUEL FILTER	12/06/2019	23.85	23.85
LL PELLING CO	125472	PREMIX	11/23/2019	540.00	.00
MCMaster-CARR SUPPLY CO	22163740	FUSES	11/19/2019	40.49	.00
Total 700-8310-65070 SUPPLIES:				637.64	23.85
<b>700-8310-67990 CAPITAL OUTLAY</b>					
TRUCK EQUIPMENT INC	294251	SNOW PLOW	12/04/2019	6,839.00	.00
Total 700-8310-67990 CAPITAL OUTLAY:				6,839.00	.00
<b>700-8500-63310 VEHICLE</b>					
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	172.03	.00
Total 700-8500-63310 VEHICLE:				172.03	.00
<b>700-8500-63730 COMMUNICATIONS</b>					
MEDIACOM COMMUNICATIONS	0003535 2019	PHONE/INTERNET SERVICE	12/16/2019	94.01	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
US CELLULAR	0344537473	CELLPHONE SERVICE	12/02/2019	33.54	.00
US CELLULAR	0344537473	CELLPHONE SERVICE	12/02/2019	16.77	.00
Total 700-8500-63730 COMMUNICATIONS:				144.32	.00
<b>700-8500-63810 UTILITIES</b>					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	12/12/2019	5,299.48	.00
ALLIANT ENERGY	9707011000 20	GAS SERVICE	12/12/2019	415.13	.00
OELWEIN CITY WATER	2019 12	WATER/SEWER SERVICE	12/01/2019	348.43	348.43
OELWEIN CITY WATER	2019 12	WATER/SEWER SERVICE	12/01/2019	181.46	181.46
Total 700-8500-63810 UTILITIES:				6,244.50	529.89
<b>700-8500-64950 CONTRACTS</b>					
FOX ENGINEERING ASSOCIATE	45204	OEL IND PRETREATMENT CON	10/30/2019	765.50	765.50
FOX ENGINEERING ASSOCIATE	45205	WWTP NPDES PERMIT RENEW	10/30/2019	360.00	360.00
FOX ENGINEERING ASSOCIATE	45436	WWTP NPDES PERMIT RENEW	11/30/2019	240.00	.00
FOX ENGINEERING ASSOCIATE	45437	OEL IND PRETREATMENT CON	11/30/2019	655.50	.00
Total 700-8500-64950 CONTRACTS:				2,021.00	1,125.50
<b>700-8500-65041 EQUIPMENT</b>					
KENS ELECTRIC	300868	PO 6534 EMERSON COMP/BRA	12/13/2019	4,227.17	.00
OELWEIN FUEL FUND	2019 11 26	OCT 4 2019 - NOV 25 2019	11/26/2019	47.04	.00
SIGMA CONTROLS INC	27902	REBUILT UNIT	12/04/2019	535.00	.00
USABLUBOOK	072829	BENCHTOP MUFFLE FURNACE	11/20/2019	3,057.61	.00
Total 700-8500-65041 EQUIPMENT:				7,866.82	.00
<b>700-8500-65060 OFFICE SUPPLIES</b>					
CARDMEMBER SERVICES	0201 VK 2019	SAMSCLUB - PANASONIC	12/04/2019	54.18	54.18
Total 700-8500-65060 OFFICE SUPPLIES:				54.18	54.18
<b>700-8500-65070 SUPPLIES</b>					
CITY LAUNDERING CO	1511636	CLEANING SUPPLIES	11/25/2019	42.16	.00
CITY LAUNDERING CO	1515613	CLEANING SUPPLIES	12/09/2019	42.16	.00
CRESCENT ELECTRIC SUPPLY	S507304192.0	DUAL ELEMENT	12/03/2019	60.50	.00
HACH COMPANY	11728706	AMMONIA TESTERS	11/19/2019	411.13	.00
TESTAMERICA LABORATORIES	3100021543	WASTEWATER SAMPLES	11/20/2019	924.00	.00
Total 700-8500-65070 SUPPLIES:				1,479.95	.00
Grand Totals:				981,478.31	799,738.40

**ITEM #2.**

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
-------------	----------------	-------------	--------------	-----------------------	-------------

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Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

---

Report Criteria:  
Summary report

Check Number	Date	Payee	Amount
0	12/11/2019	RICK CORBIN	.00
52983	12/13/2019	MICHAEL BURKEY	156.78-
54307	12/05/2019	DUSTIN EDSILL	134.30
54308	12/05/2019	FLOWERS ON MAIN	87.75
54309	12/05/2019	KEVIN HENDERSON	102.33
54310	12/05/2019	CARLIE RUEBER	83.10
54311	12/05/2019	MICHAEL SEEDERS	69.00
54327	12/10/2019	ROBIN MCCRACKEN	49.14
54333	12/11/2019	RICK CORBIN	76.37
54334	12/11/2019	ENRIQUE TRUJILLO JR	59.14
54335	12/13/2019	MICHAEL BURKEY	156.78
54348	12/18/2019	TOSHA RABER	50.00
54349	12/18/2019	JAKUB CONNER	25.00
54350	12/18/2019	BONNIE SCHULZ	40.00
54351	12/18/2019	HARRY OR CHERYL HERMANSEN	154.17
54352	12/18/2019	KATHERINE SOLSMA	156.76
Grand Totals:			1,087.06

**Applicant License Application ( WB0002258 )**

ITEM #3.

<b>Name of Applicant:</b>	<u>Don's Pharmacy, LTD</u>		
<b>Name of Business (DBA):</b>	<u>Oelwein Family Pharmacy</u>		
<b>Address of Premises:</b>	<u>32 South Frederick Avenue</u>		
<b>City</b>	<u>Oelwein</u>	<b>County:</b>	<u>Fayette</u>
		<b>Zip:</b>	<u>50662</u>
<b>Business</b>	<u>(319) 283-5254</u>		
<b>Mailing</b>	<u>32 South Frederick Avenue</u>		
<b>City</b>	<u>Oelwein</u>	<b>State</b>	<u>IA</u>
		<b>Zip:</b>	<u>50662</u>

**Contact Person**

<b>Name</b>	<u>Erica Bushaw</u>		
<b>Phone:</b>	<u>(319) 400-1717</u>	<b>Email</b>	<u>OelweinFamilyPharmacy@gmail.com</u>

**Classification** Class B Wine Permit (WB)

**Term:** 12 months

**Effective Date:** 02/01/2020

**Expiration Date:** 01/31/2021

**Privileges:**

Class B Wine Permit (WB)

**Status of Business**

<b>BusinessType:</b>	<u>Limited Liability Company</u>		
<b>Corporate ID Number:</b>	<u>XXXXXXXXXX</u>	<b>Federal Employer ID</b>	<u>XXXXXXXXXX</u>

**Ownership**

**Erica Bushaw**

**First Name:** Erica

**Last Name:** Bushaw

**City:** Oelwein

**State:** Iowa

**Zip:** 50662

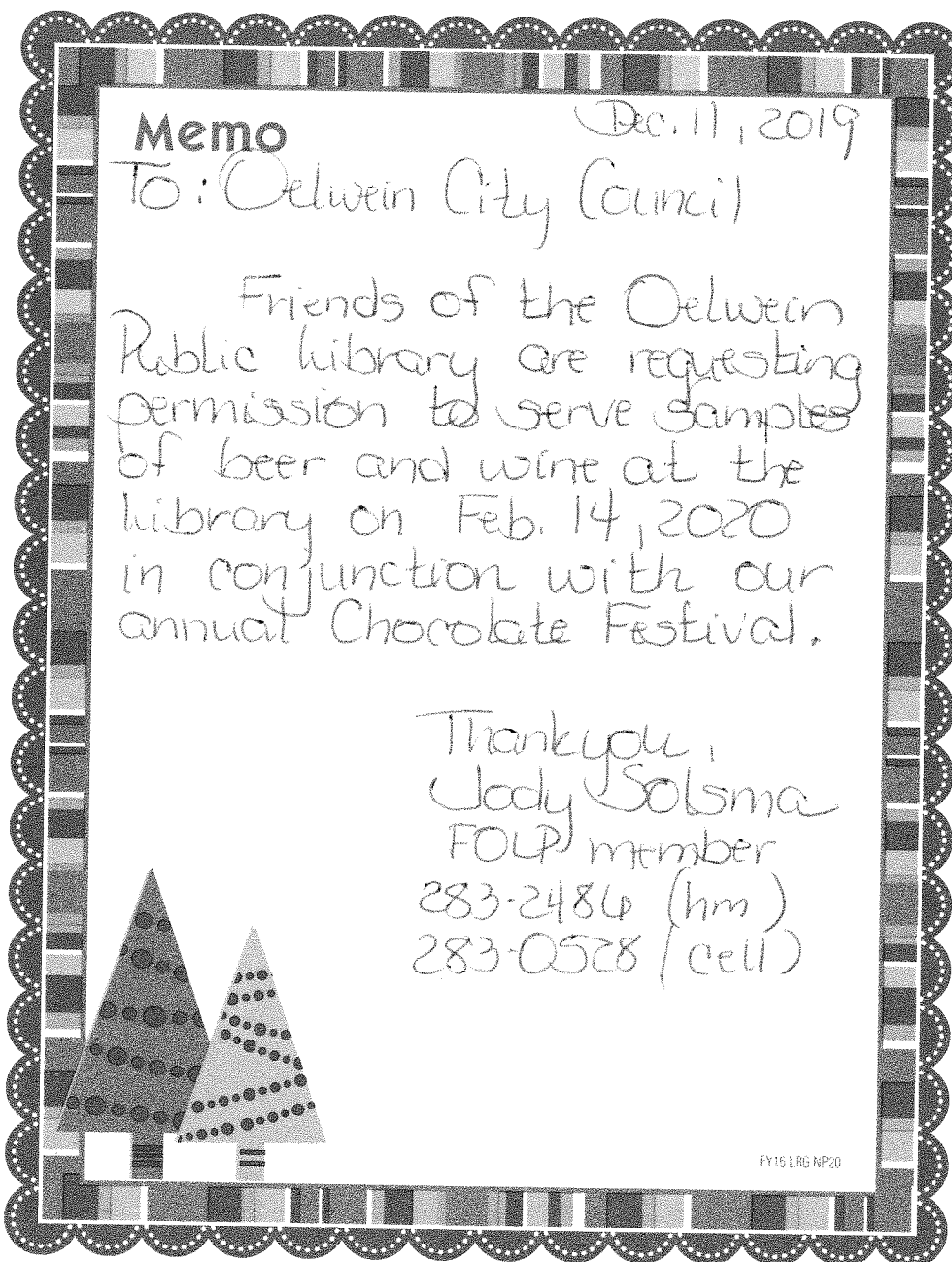
**Position:** President

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	
<b>Policy Effective Date:</b>	<b>Policy Expiration</b>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>



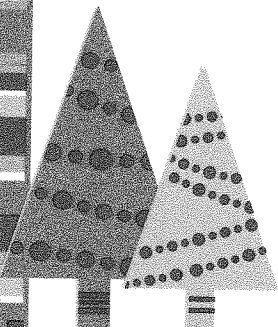
Memo

Dec. 11, 2019

To: Oelwein City Council

Friends of the Oelwein Public Library are requesting permission to serve samples of beer and wine at the library on Feb. 14, 2020 in conjunction with our annual Chocolate Festival.

Thank you,  
Jody Solisma  
FOLP member  
283-2486 (hm)  
283-0528 (cell)



FY19 LRG NP20

PARTIAL PAY ESTIMATE NUMBER ONE  
 WINGS PARK TRAIL IMPROVEMENTS, OELWEIN, IOWA  
 PROJECT NUMBER 18-477

City

Name of Contractor: Matt Construction, Inc.  
 203 Y Avenue, Sumner, IA 50674  
 Name of Owner: City of Oelwein  
 20 2nd Avenue SW, Oelwein, IA 50662

Date of Completion: Original: Construction November 30, 2019, Seeding May 15, 2020  
 Revised: Amount of Contract: Original: \$ 155,300.00  
 Revised: \$ 155,300.00

Dates of Estimate: From: Start  
 Through: October 26, 2019

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
<b>BID ITEMS</b>									
1	2010-108-C-0	CLEARING AND GRUBBING	1	LS	\$ 1,500.00	1	\$ 1,500.00	1	\$ 1,500.00
2	2010-108-E-0	EXCAVATION, CLASS 10	316	CY	\$ 15.00	100	\$ 1,500.00	100	\$ 1,500.00
3	2010-108-I-0	SUBBASE, CRUSHED STONE, 6" THICK	906	SY	\$ 10.00	133.3	\$ 1,333.00	133.3	\$ 1,333.00
4	7030-108-A-0	REMOVAL OF TRAIL, HMA	70	SY	\$ 10.00		\$ -		\$ -
5	7030-108-C-0	TRAIL, PCG, 5" THICK, 8' WIDE	730	SY	\$ 45.00	106.7	\$ 4,801.50	106.7	\$ 4,801.50
6	7030-108-G-0	DETECTABLE WARNING	24	SF	\$ 25.00		\$ -		\$ -
7	7040-108-H-0	PAVEMENT REMOVAL	293	SY	\$ 10.00	293	\$ 2,930.00	293	\$ 2,930.00
8	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 500.00		\$ -		\$ -
9	8040-108-E-0	SIGN, FURNISH & INSTALL	3	EA	\$ 250.00		\$ -		\$ -
10	9010-108-E-0	CONVENTIONAL SEEDING, FERTILIZING, & MULCHING	0.3	AC	\$ 6,650.00		\$ -		\$ -
11	9040-108-J-0	RIP RAP, CLASS D	150	TON	\$ 36.00		\$ -		\$ -
12	9040-108-N-0	SILT FENCE INSTALLATION, MAINTENANCE AND REMOVAL	120	LF	\$ 3.00		\$ -		\$ -
13	9090-108-A	BOLLARD, REMOVABLE	1	EA	\$ 1,415.00		\$ -		\$ -
14	11,010-108-A	CONSTRUCTION SURVEY	1	LS	\$ 3,500.00	0.8	\$ 2,800.00	0.8	\$ 2,800.00
15	11,020-108-A	MOBILIZATION	1	LS	\$ 9,000.00	0.5	\$ 4,500.00	0.5	\$ 4,500.00
16	2429-0000100	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE	1	EACH	\$ 80,000.00	0.2	\$ 16,000.00	0.2	\$ 16,000.00
<b>TOTAL BID ITEMS</b>							\$ 35,364.50		\$ 35,364.50
<b>STORED MATERIALS</b>									
<b>PURCHASED AND STORED MATERIAL-BRIDGE</b>							\$ 39,853.00		\$ 35,867.70
<b>TOTAL STORED ITEMS</b>									\$ 35,867.70

PARTIAL PAY ESTIMATE NUMBER ONE  
 WINGS PARK TRAIL IMPROVEMENTS, OELWEIN, IOWA  
 PROJECT NUMBER 18-477

This Period	Retainer 5.00%	Total to Date
\$ 35,364.50	Amount Earned	\$ 35,364.50
\$ 1,768.23	Amount Retained	\$ 1,768.23
\$ 35,867.70	Stored Material	\$ 35,867.70
XXXXXXXXXXXXXXXXXXXX	Previous Payments	
\$ 69,463.98	Amount Due	\$ 69,463.98

Estimated Percent of Job Completed

22.77%

Is Contractor's Construction Progress on Schedule?

Yes

Submitted By:

Matt Construction, Inc.

Approved By:

City of Oelwein

By: *Kelly Matt* Date: 12/13/19  
 Kelly Matt, President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Peggy Sherrets, Mayor

Recommended By:

Fehr Graham

By: *[Signature]* Date: 11/1/2019  
 Jon Biederman, Project Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Dylan Mulfinger, City Administrator



PARTIAL PAY ESTIMATE NUMBER TWO  
 WINGS PARK TRAIL IMPROVEMENTS, OELWEIN, IOWA  
 PROJECT NUMBER 18-477

Name of Contractor: **Matt Construction, Inc.**  
 203 Y Avenue, Sumner, IA 50674  
 Name of Owner: **City of Oelwein**  
 20 2nd Avenue SW, Oelwein, IA 50662

Date of Completion: **Construction November 30, 2019, Seeding May 15, 2020**  
 Original: \$ **155,300.00**  
 Revised: **155,300.00**  
 Amount of Contract: **155,300.00**  
 Dates of Estimate: **From: October 27, 2019**  
**Through: November 30, 2019**

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
<b>BID ITEMS</b>									
1	2010-108-C-0	CLEARING AND GRUBBING	1	LS	\$ 1,500.00			1	\$ 1,500.00
2	2010-108-E-0	EXCAVATION, CLASS 10	316	CY	\$ 15.00	216	\$ 3,240.00	316	\$ 4,740.00
3	2010-108-I-0	SUBBASE, CRUSHED STONE, 6" THICK	906	SY	\$ 10.00	772.7	\$ 7,727.00	906	\$ 9,060.00
4	7030-108-A-0	REMOVAL OF TRAIL, HMA	70	SY	\$ 10.00	70	\$ 700.00	70	\$ 700.00
5	7030-108-C-0	TRAIL, PCC, 5" THICK, 8' WIDE	730	SY	\$ 45.00	623.3	\$ 28,048.50	730	\$ 32,850.00
6	7030-108-G-0	DETECTABLE WARNING	24	SF	\$ 25.00	20	\$ 500.00	20	\$ 500.00
7	7040-108-H-0	PAVEMENT REMOVAL	293	SY	\$ 10.00			293	\$ 2,930.00
8	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 500.00	0.9	\$ 450.00	0.9	\$ 450.00
9	8040-108-E-0	SIGN, FURNISH & INSTALL	3	EA	\$ 250.00				
10	9010-108-E-0	CONVENTIONAL SEEDING, FERTILIZING, & MULCHING	0.3	AC	\$ 6,650.00				
11	9040-108-J-0	RIP RAP, CLASS D	150	TON	\$ 36.00	125.82	\$ 4,529.52	125.82	\$ 4,529.52
12	9040-108-N-0	SILT FENCE INSTALLATION, MAINTENANCE AND REMOVAL	120	LF	\$ 3.00				
13	9090-108-A	BOLLARD, REMOVABLE	1	EA	\$ 1,415.00	1	\$ 1,415.00	1	\$ 1,415.00
14	11,010-108-A	CONSTRUCTION SURVEY	1	LS	\$ 3,500.00	0.2	\$ 700.00	1	\$ 3,500.00
15	11,020-108-A	MOBILIZATION	1	LS	\$ 9,000.00	0.5	\$ 4,500.00	1	\$ 9,000.00
16	2429-0000100	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE	1	EACH	\$ 80,000.00	0.8	\$ 64,000.00	1	\$ 80,000.00
<b>TOTAL BID ITEMS</b>							\$ 115,810.02		\$ 151,174.52
<b>STORED MATERIALS</b>									
<b>PURCHASED AND STORED MATERIAL-BRIDGE</b>									
							\$ (35,867.70)		
<b>TOTAL STORED ITEMS</b>									\$ (35,867.70)

PARTIAL PAY ESTIMATE NUMBER TWO  
 WINGS PARK TRAIL IMPROVEMENTS, OELWEIN, IOWA  
 PROJECT NUMBER 18-477

This Period	Retainer 5.00%	Total to Date
\$ 115,810.02	Amount Earned \$	151,174.52
\$ 5,790.51	Amount Retained \$	7,558.73
\$ (35,867.70)	Stored Material	69,463.98
XXXXXXXXXXXXXXXXXXXX	Previous Payments \$	74,151.81
\$ 74,151.81	Amount Due \$	

Estimated Percent of Job Completed  
 97.34%

Is Contractor's Construction Progress on Schedule?  
 Yes

Submitted By:

Matt Construction, Inc.  
*Kelly Matt*  
 Kelly Matt, President  
 Date: 12/16/19

Approved By:

City of Oelwein  
 Peggy Sherrets, Mayor  
 Date:

Recommended By:

Fehr Graham  
*Jon Biederman*  
 Jon Biederman, Project Manager  
 Date: 12/13/2019

By: Dylan Mulfinger, City Administrator  
 Date:

DATE: December 17, 2019

TO: Dylan Mulfinger  
 City Administrator  
 City of Oelwein  
 20 Second Avenue SW  
 Oelwein, Iowa 50662

RE: Disinfection and 42 Well Improvements  
 PROJECT No.: 3406-10B

DELIVERY: E-Mail

ITEMS: 1. Portzen Construction Pay Application #15

COMMENTS:

Enclosed is Portzen Construction's pay application No. 15 for the Disinfection and 42 Well Improvements project. We have reviewed this pay application along with the construction progress, and recommend that it be paid. Please review the pay request and if you have no questions, this pay application should be placed on the next council meeting agenda for approval. Once approved, please sign and return a copy to me via email. The table below provides a breakdown for purposes of SRF disbursements.

Pay Application	Pay Application Date	SRF Drinking Water Eligible	Non-Eligible	Total
1	10/26/2017	\$ 126,350.00	\$0	\$ 126,350.00
2	11/27/2017	\$ 88,877.12	\$0	\$ 88,877.12
3	1/5/2018	\$ 76,237.80	\$0	\$ 76,237.80
4	3/27/2018	\$ 29,298.95	\$0	\$ 29,298.95
5	8/31/2018	\$ 56,050.00	\$0	\$ 56,050.00
6	10/4/2018	\$ 70,841.50	\$0	\$ 70,841.50
7	12/3/2018	\$ 189,308.68	\$0	\$ 189,308.68
8	12/26/2018	\$ 40,606.84	\$0	\$ 40,606.84
9	2/15/2019	\$ 188,371.16	\$0	\$ 188,371.16
10	3/1/2019	\$ 29,230.40	\$0	\$ 29,230.40
11	3/29/2019	\$ 6,844.75	\$0	\$ 6,844.75
12	5/22/2019	\$ 142,150.10	\$ 10,000.00	\$ 152,150.10
13	7/16/2019	\$ 41,058.58	\$ 2,910.50	\$ 43,969.08
14	11/18/2019	\$ 28,024.05	\$ 19,000.00	\$ 47,024.05
15	12/11/2019	\$ 10,488.01	\$0	\$ 10,488.01
Paid to Date		\$ 1,123,737.94	\$ 31,910.50	\$ 1,155,648.44

If you have any questions, please let me know. Thank you.

  
 \_\_\_\_\_  
 Matthew S. Hawes, P.E.

**Contractor's Application for Payment No.**

15

ITEM #7.

Application Period: 11/30/2019		Application Date: 12/16/2019	
To (Owner): City of Oelwein, Oelwein, Iowa	From (Contractor): Fortzen Construction, Inc., 205 Stone Valley Drive, Dubuque, Iowa 52003	Via (Engineer): FOX Engineering, 414 South 17th Street, Suite 107, Ames, Iowa 50010	
Project: Disinfection and 42 Well Improvements		Contract:	
Owner's Contract No.: 3406-10B.440	Contractor's Project No.: #17-24	Engineer's Project No.: 3406-10B	

Application For Payment  
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO#1	\$19,379.00	
CO#2	\$5,072.00	
<b>TOTALS</b>	<b>\$24,451.00</b>	
<b>NET CHANGE BY CHANGE ORDERS</b>	<b>\$24,451.00</b>	

1. ORIGINAL CONTRACT PRICE	\$ 1,215,000.00
2. Net change by Change Orders	\$ 24,451.00
3. Current Contract Price (Line 1 + 2)	\$ 1,239,451.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$ 1,216,472.04
5. RETAINAGE:	
a. 5% X \$1,216,472 Work Completed	\$ 60,823.60
b. 5% X Stored Material	\$
c. Total Retainage (Line 5.a + Line 5.b)	\$ 60,823.60
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ 1,155,648.44
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 1,145,160.43
8. AMOUNT DUE THIS APPLICATION	\$ 10,488.01
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$ 83,802.56

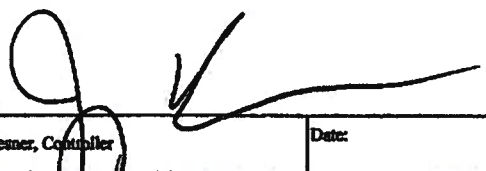
**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

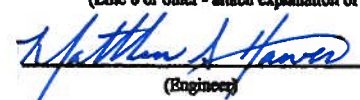
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: 

By: Jayme Khuesner, Controller Date: 12/16/2019

Payment of: \$ 10,488.01  
(Line 8 or other - attach explanation of the other amount)

is recommended by:  12/17/2019  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)

CONTINUATION PAGE

ITEM #7.

PROJECT: #17-24  
Oelwein - 42 Well Site

APPLICATION #: 15  
DATE OF APPLICATION: 12/16/2019  
PERIOD THRU: 11/30/2019  
PROJECT #s: #17-24

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
02	Bonds	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	100%	\$0.00	
03	Mobilization	\$55,949.00	\$55,949.00	\$0.00	\$0.00	\$55,949.00	100%	\$0.00	
04	Project Management	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$26,000.00	100%	\$0.00	
05	Temporary Fence	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	
06	Dumpster & Port-a-Potty Rental	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	
07	Project Sign	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
08	Temporary Utilities	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	
09	Surveying	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	
10	Safety	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
11	Daily Cleaning	\$3,200.00	\$3,050.00	\$150.00	\$0.00	\$3,200.00	100%	\$0.00	
12	Final Cleaning	\$2,500.00	\$1,250.00	\$0.00	\$0.00	\$1,250.00	50%	\$1,250.00	
13	Equipment Rental	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	
14	Sitework								
15	Selective Demo	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
16	Site Demo	\$57,000.00	\$57,000.00	\$0.00	\$0.00	\$57,000.00	100%	\$0.00	
17	Seeding & Erosion Control	\$5,400.00	\$5,400.00	\$0.00	\$0.00	\$5,400.00	100%	\$0.00	
18	Water Main	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
19	Sanitary	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100%	\$0.00	
20	Paving	\$31,500.00	\$31,500.00	\$0.00	\$0.00	\$31,500.00	100%	\$0.00	
21	Subbase	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
22	Earthwork	\$30,500.00	\$30,500.00	\$0.00	\$0.00	\$30,500.00	100%	\$0.00	
23	Concrete								
24	Building Concrete	\$24,500.00	\$24,500.00	\$0.00	\$0.00	\$24,500.00	100%	\$0.00	
25	Masonry								
26	Masonry	\$51,500.00	\$51,500.00	\$0.00	\$0.00	\$51,500.00	100%	\$0.00	
27	Metal								
28	Metal Fabrications	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	
29	Carpentry								
	<b>SUB-TOTALS</b>	<b>\$356,049.00</b>	<b>\$354,649.00</b>	<b>\$150.00</b>	<b>\$0.00</b>	<b>\$354,799.00</b>	<b>99%</b>	<b>\$1,250.00</b>	

PROJECT: #17-24  
Oelwein - 42 Well Site

APPLICATION #: 15  
DATE OF APPLICATION: 12/16/2019  
PERIOD THRU: 11/30/2019  
PROJECT #s: #17-24

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
31	Wood Trusses	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	
32	Fiberglass Grates	\$5,100.00	\$5,100.00	\$0.00	\$0.00	\$5,100.00	100%	\$0.00	
33	Thermal								
34	Building Insulation	\$4,300.00	\$4,300.00	\$0.00	\$0.00	\$4,300.00	100%	\$0.00	
35	Roofing & Sheet Metal	\$23,400.00	\$23,400.00	\$0.00	\$0.00	\$23,400.00	100%	\$0.00	
36	Caulking	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	
37	Doors								
38	Doors, Frames, Hardware	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$8,500.00	100%	\$0.00	
39	Aluminum & Glazing	\$11,500.00	\$11,500.00	\$0.00	\$0.00	\$11,500.00	100%	\$0.00	
40	Finishes								
41	GWB	\$3,100.00	\$3,100.00	\$0.00	\$0.00	\$3,100.00	100%	\$0.00	
42	Painting	\$20,000.00	\$17,500.00	\$0.00	\$0.00	\$17,500.00	88%	\$2,500.00	
43	Specialties								
44	Signage	\$3,000.00	\$2,500.00	\$500.00	\$0.00	\$3,000.00	100%	\$0.00	
45	Mis. Specialties	\$1,500.00	\$1,250.00	\$250.00	\$0.00	\$1,500.00	100%	\$0.00	
46	Equipment								
47	Casing Materials	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00	100%	\$0.00	
48	Casing Labor	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	100%	\$0.00	
49	Drill/Cleanout	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	100%	\$0.00	
50	Test Pump	\$21,000.00	\$21,000.00	\$0.00	\$0.00	\$21,000.00	100%	\$0.00	
51	Televis	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	
52	Disinfection	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100%	\$0.00	
53	Pump/Motor-Mtls	\$54,000.00	\$54,000.00	\$0.00	\$0.00	\$54,000.00	100%	\$0.00	
54	Pump/Motor-Labor	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	100%	\$0.00	
55	Drop Pipe & Labor	\$27,000.00	\$27,000.00	\$0.00	\$0.00	\$27,000.00	100%	\$0.00	
56	Chemical Feed System	\$18,000.00	\$17,259.00	\$0.00	\$0.00	\$17,259.00	96%	\$741.00	
57	Mechanical								
58	Plumbing & Process	\$90,500.00	\$83,994.04	\$5,000.00	\$0.00	\$88,994.04	98%	\$1,505.96	
	<b>SUB-TOTALS</b>	<b>\$827,449.00</b>	<b>\$815,552.04</b>	<b>\$5,900.00</b>	<b>\$0.00</b>	<b>\$821,452.04</b>	<b>99%</b>	<b>\$5,996.96</b>	

CONTINUATION PAGE

ITEM #7.

PROJECT: #17-24  
Oelwein - 42 Well Site

APPLICATION #: 15  
DATE OF APPLICATION: 12/16/2019  
PERIOD THRU: 11/30/2019  
PROJECT #s: #17-24

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			COMPLETED WORK				TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
			AMOUNT PREVIOUS PERIODS							
59	HVAC	\$27,500.00	\$27,500.00	\$0.00	\$0.00	\$27,500.00	100%	\$0.00		
60	Insulation	\$5,600.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	71%	\$1,600.00		
61	Electrical									
62	General Conditions	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100%	\$0.00		
63	Branch Conduit & Wire	\$11,700.00	\$11,560.00	\$140.00	\$0.00	\$11,700.00	100%	\$0.00		
64	Feeder Conduit & Wire	\$19,951.00	\$19,951.00	\$0.00	\$0.00	\$19,951.00	100%	\$0.00		
65	Devices	\$1,400.00	\$1,400.00	\$0.00	\$0.00	\$1,400.00	100%	\$0.00		
66	Light Fixtures	\$3,800.00	\$3,800.00	\$0.00	\$0.00	\$3,800.00	100%	\$0.00		
67	Switchgear	\$10,200.00	\$10,200.00	\$0.00	\$0.00	\$10,200.00	100%	\$0.00		
68	Automation	\$163,610.00	\$148,300.00	\$5,000.00	\$0.00	\$153,300.00	94%	\$10,310.00		
69	Generator-Complete	\$104,700.00	\$104,700.00	\$0.00	\$0.00	\$104,700.00	100%	\$0.00		
70	Raw Waste Water Pump Station	\$33,590.00	\$33,590.00	\$0.00	\$0.00	\$33,590.00	100%	\$0.00		
71	CO#1									
72	-Over Excavation	\$9,361.00	\$9,361.00	\$0.00	\$0.00	\$9,361.00	100%	\$0.00		
73	-Well casing adjust	(\$3,456.00)	(\$3,456.00)	\$0.00	\$0.00	(\$3,456.00)	100%	\$0.00		
74	-Radiant heater	\$872.00	\$872.00	\$0.00	\$0.00	\$872.00	100%	\$0.00		
75	-Chlorine Analyzer	\$9,574.00	\$9,574.00	\$0.00	\$0.00	\$9,574.00	100%	\$0.00		
76	-Sewer Pipe	\$1,476.00	\$1,476.00	\$0.00	\$0.00	\$1,476.00	100%	\$0.00		
77	-Paint	(\$1,250.00)	(\$1,250.00)	\$0.00	\$0.00	(\$1,250.00)	100%	\$0.00		
78	-Test Pump	\$4,853.00	\$4,853.00	\$0.00	\$0.00	\$4,853.00	100%	\$0.00		
79	-Well Pump	(\$2,051.00)	(\$2,051.00)	\$0.00	\$0.00	(\$2,051.00)	100%	\$0.00		
80	CO#2 Boring	\$5,072.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,072.00		
TOTALS		\$1,239,451.00	\$1,205,432.04	\$11,040.00	\$0.00	\$1,216,472.04	98%	\$22,978.96		

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	'18					Jan 6, '19						
								T	W	T	F	S	S	M	T	W	T		
1	✓		<b>Well 42</b>	<b>420 days?</b>	<b>Tue 1/29/19</b>	<b>Mon 9/7/20</b>													
2	✓		Control Panel Delays	55 days	Tue 1/29/19	Mon 4/15/19													
3	✓		Control Panel Install	15 days	Tue 4/16/19	Mon 5/6/19	2												
4	✓		Well Start Up	1 day	Tue 5/7/19	Tue 5/7/19	3												
5	✓		Chemical Feed Start Up	2 days	Wed 5/8/19	Thu 5/9/19	4												
6	✓		Controls Start Up	2 days	Fri 5/10/19	Mon 5/13/19	5												
7	✓		Replace damaged control pieces	1 day	Mon 7/22/19	Mon 7/22/19													
8	✓		Install Site Glass on Bulk Tank	1 day	Tue 7/23/19	Tue 7/23/19	7												
9	✓		Generator Start Up	1 day	Tue 7/23/19	Tue 7/23/19	7												
10	✓		Site Concrete	6 days	Tue 4/16/19	Tue 4/23/19	2												
11	✓		Site Grading	3 days	Mon 4/29/19	Wed 5/1/19													
12	✓		Seeding	1 day	Thu 5/2/19	Thu 5/2/19	11												
13	✓		Turn Over 42 Well building	1 day	Wed 7/24/19	Wed 7/24/19	9												
14			<b>Well 80</b>	<b>50 days</b>	<b>Mon 10/14/19</b>	<b>Fri 12/20/19</b>													
15	✓		Chemical Feed Install	5 days	Mon 10/14/19	Fri 10/18/19													
16	✓		Mechanical	5 days	Mon 10/21/19	Fri 10/25/19	15												
17	✓		Electrical	10 days	Mon 10/28/19	Fri 11/8/19	16												
18	✓		Well Start Up	1 day	Wed 11/13/19	Wed 11/13/19													
19			Punchlist and final connections	5 days	Mon 12/16/19	Fri 12/20/19													
20			<b>Well 59</b>	<b>7 days</b>	<b>Mon 12/16/19</b>	<b>Tue 12/24/19</b>													
21			Boring & Antenna Installation	7 days	Mon 12/16/19	Tue 12/24/19													
22	✓		<b>RAW Pump Station</b>	<b>2 days</b>	<b>Mon 4/29/19</b>	<b>Tue 4/30/19</b>													
23	✓		Electrical	2 days	Mon 4/29/19	Tue 4/30/19													

Project: Oelwein Schedule 9-5-17  
Date: Tue 12/17/19

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	



**Oelwein Disinfection & 42 Well Improvements  
Portzen Construction, Inc.**

**Date: 11/29/19**

**Pay App: #15**

**Completed Work**

The work at the 42 well is complete. The work at the Raw Pump station is complete. The analyzer at the main office is installed. The chemical feed installation and start up is complete at the 80 well.

**Future Work**

Electrical and mechanical work that is remaining at the 80 well will be completed the week of December 16<sup>th</sup>. The boring at the 59 well will be started the week of the 16<sup>th</sup>. All work is scheduled to be completed by the end of the month.

**Stored Material Summary**

**Contractor's Application**

		Arrived Nov. 2017	Arrived Dec 17	Arrived March 18	Arrived May 18	Arrived Nov 18	Arrived Nov 18				
For (Contract): Disinfection & 42 Well Improvements - Oelwein, Iowa Portzen Construction							Application Number: #15				
Application Period: 11/1/19 to 11/30/19							Application Date: 11/29/2019				
Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
42 Well Site											
	01128666		Installed	Well Casing	Nov. 2017	\$30,358.86		\$30,358.86	Dec. 2017	\$30,358.86	\$0.00
	01128721		Installed	Well Casing	Nov. 2017	\$1,766.00		\$1,766.00	Dec. 2017	\$1,766.00	\$0.00
	17-24		Installed	Steel Lintels	Nov. 2017	\$3,930.00		\$3,930.00	Sep. 2018	\$3,930.00	\$0.00
	5218420		K&W	Switch Gear	Dec. 2017	\$4,545.00		\$4,545.00	Feb. 2019	\$4,545.00	\$0.00
	33840S		K&W	Controls	Nov. 2018	\$68,800.00		\$68,800.00	Feb. 2019	\$68,800.00	\$0.00
	S009918106.003		K&W	Light Fixtures	Nov. 2018	\$441.60		\$441.60	Feb. 2019	\$441.60	\$0.00
	S009918106.001		K&W	Light Fixtures	Nov. 2018	\$1,269.40		\$1,269.40	Feb. 2019	\$1,269.40	\$0.00
			Stored Location: KW Electric Inc 1127 Lincoln Street Cedar Falls, Iowa 50613								
	10006102		Installed	FRP Grating - Embeds	March 2018	\$422.00		\$422.00	Aug. 2018	\$422.00	\$0.00
	10007616		Installed	FRP Grating - Sheets	March 2018	\$3,919.00		\$3,919.00	Jan. 19	\$3,919.00	\$0.00
	18426		Installed	FRP Doors, Frames, & Hardware	May 2018	\$5,805.00		\$5,805.00	Jan. 19	\$5,805.00	\$0.00
	18428		Installed	FRP Doors, Frames, & Hardware	May 2018	\$2,170.00		\$2,170.00	Jan. 19	\$2,170.00	\$0.00
	S013194085.002		Portzen	Plumbing Fixtures	Dec. 2018	\$18,494.00		\$18,494.00	6/2019	\$18,494.00	\$0.00
			Stored Location: Portzen Construction Inc. 205 Stone Valley Drive Dubuque, IA 52003								
	0040756-IN		Onsite	Chemical Feed Systems	March 2018	\$17,259.00		\$17,259.00	Jan. 19	\$17,259.00	\$0.00
			Stored Location: Onsite								
<b>Totals</b>						<b>\$159,179.86</b>	<b>\$0.00</b>	<b>\$159,179.86</b>		<b>\$159,179.86</b>	<b>\$0.00</b>

**American Iron and Steel Materials Spreadsheet with de Minimus Items**  
**Iowa Department of Natural Resources - May 2014**

ITEM #7.

Based on EPA Memorandum (4/15/2014): De Minimus Waiver of Section 436 of P.L. 113-76, Consolidated Appropriation Acts (CAA), 2014

Project:	Oelwein Disinfection & 42 Well Improvements				
Contractor:	Portzen Construction	Submitted By:	Joe Klein		
Date:	11-29-19	Final De Minimus List	<input type="checkbox"/>		
Total Materials Cost:	\$45,3661.02	Total Amount Covered Under de Minimus Waiver	\$551.90	Percent (must be 5% or less of total materials cost)	1.2%

\*Covered Products include: Lined or unlined pipes or fittings; manhole covers; municipal castings; pipe clamps and restraints; valves; structural steel; hydrants, tanks; flanges; reinforced precast concrete; construction materials.

\*\*Incidental items are miscellaneous, generally low-cost items, often procured in bulk, such as washers, screws, fasteners, small amounts of wire, etc.

	Covered Products*	Description if Not Included in Covered Products	Date Purchased	Dollar Amount Covered Products	Dollar Amount Incidentals	Documentation Received	Incidental**
1	Lined/unlined pipes or fittings	DI MEGALUGS, 10" MJ, ELBOWS, CAPS	9-26-17	\$5,495.20		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Valves	GATE VALVES, VALVE BOX ADPT	9-26-17	\$1,485.00		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Lined/unlined pipes or fittings	10" BJRJ/DI SST N&B & RODS	10-19-17	\$480.00		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Structural steel	FAB BLACK REBAR	10-26-17	\$616.27		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Structural steel	LINTELS	11-17-17	\$3,930.00		<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Lined/unlined pipes or fittings	WELL CASING	9-29-17	\$32,124.86		<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Construction materials	JOIST HANGERS	10-2-18	\$9.52		<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Construction materials	TAPCONS	10-2-18		\$47.99	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	Structural steel	FAB BLACK REBAR	10-26-17	\$616.27		<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Construction materials	ANCHOR BOLTS	9-13-18		\$19.92	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Construction materials	NAILS	9-13-18		\$30.99	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Construction materials	TAPCONS	9-13-18		\$78.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Construction materials	JOIST HANGERS	10-1-18	\$52.00		<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	Construction materials	NAILS	10-1-18		\$375.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
16	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>

17	Choose an item.					<input type="checkbox"/>	<i>ITEM #7.</i>
18	Choose an item.					<input type="checkbox"/>	

Continue to next page

	Covered Products*	Description if Not Included in Covered Products	Date Purchased	Dollar Amount Covered Products	Dollar Amount Incidentals	Documentation Received	Incidental**
19	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
20	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
21	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
22	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
23	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
24	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
25	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
26	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
27	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
28	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
29	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
30	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
31	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
32	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
33	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
34	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
35	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
36	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
37	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
38	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
39	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
40	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
41	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
42	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
43	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
44	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
45	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
46	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>
47	Choose an item.					<input type="checkbox"/>	<input type="checkbox"/>

48	Choose an item.					<input type="checkbox"/>		<b>ITEM #7.</b>
49	Choose an item.					<input type="checkbox"/>		

Copy and add more pages as needed



# Memo

**To:** Public Hearing on Street Department Project

**From:** Utility Superintendent Victor Kane

**CC:** City Administrator Dylan Mulfinger

**Reference:** Street Building expansion and rehabilitation. Public Hearing

**Date:** 12/23/2019

This hearing is on the Street Building expansion and rehabilitation. It has a \$229,000 estimated cost. This project consists of a building addition with two alternates: This would be a free span Steel Beam or (alternate one) Post Beam 24 ft x 60 ft addition to the south end of the existing Street Shop. This addition would include a white 12-foot 2-inch x 14-foot high overhead door with an Industrial Operator. Installation of 1 new steel entry door in the new addition and replacement of 3 entry doors and frames throughout the existing building.

It shall use new (blue in color) commercial grade 26-gauge steel sidewall sheeting applied vertically. Also new white commercial grade 26-gauge steel trim and roof sheeting with snow stops along the entire structure.

This would be a heated addition and therefore would require R 19 Silver Cote insulation or (alternate two) a closed cell spray foam insulation equivalent in the walls and R 30 in the ceiling

If a steel beam construction the addition would require supports and frost footings as engineered. The addition flooring shall be cement with a floor drain and a cement overhead door threshold footing.

There are two options:

**Option A)** Removal & replacement of existing roof steel, trim, insulation, eaves & downspouts  
All material and colors to match new addition. Snow Stops to be installed along the entire structure.

**Option B)** Removal and replacement of existing exterior side steel, trim & insulation.  
All material and colors to match new addition.

This project is funded through the Donaldson Sale, Road User Tax, and Water funds.

Thank you for your time.

Victor Kane  
Oelwein Utility Superintendent



*City of Oelwein*

20 Second Avenue SW  
Oelwein, Iowa 50662  
319.283.5440 Phone  
319.283.4032 Fax  
[www.cityfoelwein.org](http://www.cityfoelwein.org)

# **CITY OF OELWEIN, IOWA**

## **STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT**

**PROJECT NO. 001**

**CITY OF OELWEIN, IOWA**

**STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT**

**PROJECT NO. 001**

**Oelwein, IA**

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**PREPARED BY:**

**OELWEIN UTILITY DEPARTMENT**

**CITY OF OELWEIN**

**CITY HALL**

**20 SECOND AVENUE SW**

**OELWEIN, IOWA 50662**

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**CITY OF OELWEIN, IOWA  
STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT**

**PROJECT NO. 001**

**I N D E X**

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MISCELLANEOUS	17
PLANS & SPECIFICATIONS	18-19

**CITY OF OELWEIN, IOWA  
OFFICIAL NOTICE OF LETTING**

**STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT**

**PROJECT NO. 001**

NOTICE OF PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT FOR THE STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT IN THE CITY OF OELWEIN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received until 10:00 a.m. local time, on the **12th day of December, 2019** for the construction of the STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT as described in the plans and specifications for Project No 001, and which will be opened, read, and tabulated by the City Administrator or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the **23rd day of December, 2019** or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT in Oelwein, Iowa as shown in the plans and specifications for Project No. 001.

The work shall begin without unnecessary delay and shall be **completed by May 29th, 2019**. The City and Contractor recognize that time is of the essence of this Agreement.

The City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City according to the following schedule:

Final Completion Liquidated Damages
\$100.00

For each day that expires after the time specified for Final Completion the City shall deduct the accrued liquidated damages from the final payment due to the Contractor.

All proposals shall be made upon the official bidding blanks furnished by the City and any alteration in the Official Form of Proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each said proposal shall be sealed and plainly identified.

Each proposal shall be accompanied by a certified check in an amount equal to ten percent (10%) of the total amount of the bid, in a separate sealed envelope, drawn on and certified payable by a solvent bank to the City Treasurer of the City as security that, if awarded the contract by resolution of the City Council, the bidder will enter into contract at the prices bid and will furnish the required corporate surety bond. Any bidder may, in lieu of the certified check provided for herein, file with such bid a bid bond executed by a corporation authorized to contract as surety in Iowa and satisfactory to the City on the form included in the specifications. The certified check may be cashed and the proceeds retained by the City, or the bid bond forfeited to the City, as agreed liquidated damages if the bidder fails to execute a contract or file an acceptable bond for faithful performance thereof within ten (10) days after acceptance of his proposal by resolution of the City Council. Said security shall be returned to the bidder upon execution of the formal contract to complete said work and approval of performance bond by the Council.

The successful bidder shall furnish the City a surety bond, acceptable to said City, for one hundred percent of the bid guaranteeing his faithful performance of the contract. All bonds called for in this notice shall contain no other conditions except as provided in Chapter 384.97(5) of the Iowa Code.

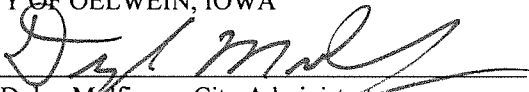
The Contractor will be paid in cash from the General Fund of said City or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of the above methods as may be used for such payments. Said payment to the Contractor will be made by the City in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor and submitted at least 15 days before a regularly scheduled City Council meeting. Final payment will be made on or before thirty (30) days after completion and acceptance by resolution of the City Council of the completed contract. No such partial or final payment will be due until the Contractor has certified to the City Clerk that materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications. Such partial payment shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

The Contractor shall file with the contract a corporate surety bond acceptable to the City and providing for maintenance of the improvements for not less than two years from and after acceptance of the project.

Plans, specifications and proposed contract documents may be examined at the office of the Utility Superintendent, and at Oelwein City Hall, Oelwein, Iowa

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

CITY OF OELWEIN, IOWA

By   
Dylan Mulfinger, City Administrator

CITY OF OELWEIN, IOWA

STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT

PROJECT NO. 001

PROPOSAL FORM

Utility Department

Bids are due December 12th, 2019 at 10:00 A.M. In the City Hall Building, Oelwein, Iowa 50662

Type of Work: STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION
Project No.: 001

Location and description: The proposed work will involve furnishing the labor, equipment, and materials for construction and miscellaneous appurtenances necessary for constructing the 2019 STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT located at 400 7th Avenue Southwest in Oelwein, Iowa.

Proposal of: \_\_\_\_\_
(Name of bidder)
\_\_\_\_\_  
(Street Address) (Town) (State) (Zip)

The bidder hereby certifies that he or they are the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications, and contract form, including the special provisions contained herein, and of the site of the work. The bidder proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials specified in the manner and the time prescribed and to do the work at the prices herein after set out, and that is not in violation of the provisions of Section 314.2 Code of Iowa, 1971 as amended (interest in contract prohibited), and 324.17(8) of the 1971 Code of Iowa as amended (Refund to non licensee-fuel used other than in motor vehicles)

We further propose,

To do all "Extra Work" which may be required to complete the work contemplated, at lump sums to be agreed upon in writing prior to starting such work, or if such prices or sums agreed upon to perform such work on a cost of labor and materials, as provided in the Specifications.

IN ADDITION TO THE OPTIONS AND ALTERNATES NOTED, THE CONTRACTOR SHALL INCLUDE A BASIC FLOOR PLAN AND DETAILS OF CONSTRUCTION FOR THE CITY'S CONSIDERATION OF PROPOSALS.

To execute formal contract within ten days after the acceptance of this proposal or forfeit the proposal guaranty furnished herewith.

To begin work and to complete the same within the contract period, or to pay the liquidated damages stipulated below accruing for each calendar day elapsing after the expiration of the contract period, before completion of the work.

Table with 4 columns: Proposal Guarantee, Completion Date, Calendar Days, Liquidated Damages Per Day. Row 1: 10% of Bid, May 29th, 2019, N/A, \$1,000

To furnish a contract bond in an amount not less than 100 percent of contract award, as security for the construction and completion of the work awarded the bidder in accordance with the plans, specifications and

contract.

Enclosed herewith find certified check or a bid bond in the penal sum as shown in the contract document as a proposal guaranty, which it is understood will be retained in the event the formal contract or bond is not executed, if award is made to the undersigned.

By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa where applicable.

If alternate items are indicated the bidder shall bid either alternate or may bid all alternates.

The City of Oelwein, Iowa, reserves the right to make an award on any part or all of the project options, and in determining the low bidder, only the work on which an award is made will be taken into consideration.

The City of Oelwein, Iowa, reserves the right to increase or reduce the quantities at its discretion, in accordance with the specifications, without affecting the validity of this proposal.

The award of the contract will be made to the lowest responsive, responsible and qualified bidder. The City of Oelwein, Iowa, reserves the right to reject any or all bids.

It is understood, and the undersigned agrees, that the proposal herein made is not affected by, contingent to, or dependent upon, any other proposal submitted for any improvement on this or any other project in the City of Oelwein, Iowa.

Signatures are to be by authorized agent; if joint venture, each should sign.

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Date: \_\_\_\_\_

**BID BOND**

UTILITY DEPARTMENT  
CITY OF OELWEIN, IOWA

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ as Principal, and  
\_\_\_\_\_

as Surety, are held and firmly bound unto the City of Oelwein, a municipal corporation in the County of Fayette, State of Iowa, hereinafter defined as Obligee, in the penal sum

of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to obligee

\_\_\_\_\_ a certain bid, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, fir:

NOW, THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Countersigned by: \_\_\_\_\_  
Principal

\_\_\_\_\_ BY \_\_\_\_\_  
Resident Commission Agent as Prescribed (Contractor's Signature)  
by Chapter 515.53, Iowa Code of 1971

(Required only if Attorney-in-fact is not also \_\_\_\_\_  
an Iowa Resident Commission Agent.) Surety

BY \_\_\_\_\_  
(Attorney-in-Fact)  
Attach Power of Attorney

## Oelwein Contractor Insurance Requirements

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from the Contractor's operations under the contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance to be maintained by the Contractor shall be written as follows:

1. **Workers' Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below;

Iowa Benefits	Statutory
Employers Liability	
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee

The Workers Compensation policy shall include a waiver of subrogation clause in favor of the owner.

2. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (for any one fire)	\$ 100,000
Medical Damage Limit (any one person)	\$ 5,000

3. This insurance must include the following features:
  - a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate per Project Endorsement.
  - b. Personal and Advertising Injury
  - c. Operations by independent contractors.
  - d. Contractual Liability coverage
  - e. Coverage for property damage underground or damage by explosion or collapse (XCU).
4. **Automobile Liability Insurance** covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.
5. **Umbrella/Excess Liability Insurance** at city or utility option, the limits specified may be satisfied with a combination of Primary and Umbrella/Excess Insurance. Usually equal to the city or utility limits.
6. **Additional Insured** the Contractor will include the City or Utility as additional Insured on all policies except Workers' Compensation as respects all work performed.
7. **Insurance Certificates** Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the City or Utility. These insurance policies shall not be cancelled without at least 30 days prior written notice to the City or Utility. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City or Utility prior to the commencement of this lease.

8. **Government Immunity** The following clauses will be added to all liability coverages:
- f. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
  - g. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
9. **Subrogation**, To the extent that such insurance is in force and collectible and to the extent permitted by law, the City or Utility and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The forgoing release and waiver shall apply to damage to contractor's equipment, tools and other personal property as well as automobiles.



CITY OF OELWEIN, IOWA  
CONTRACT

STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT

PROJECT NO. 001

THIS AGREEMENT, made and entered into by and between the City of Oelwein, Fayette County, Iowa, hereinafter referred to as the "Owner", and \_\_\_\_\_ hereinafter referred to as the "Contractor":

WITNESSETH: That the Contractor for and in consideration of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the applicable options, plans and specifications therefore, and in the locations designated in the Notice to Bidders, the various items of work as follows:

ITEM NO.	ITEM	DOLLAR AMOUNT
1	24-foot by 60-foot Building Addition	
2	Option A: Removal & replacement of existing roof steel, trim, insulation, eaves & downspouts	
3	Option B: Removal and replacement of existing exterior side steel, trim & insulation	
PROJECT BID TOTAL		

ALTERNATE 1: POST FRAME CONSTRUCTION      ADD / DEDUCT    (Circle One)    \$ \_\_\_\_\_

ALTERNATE 2: SPRAY FOAM INSULATION      ADD / DEDUCT    (Circle One)    \$ \_\_\_\_\_

Said agreement and a true copy of said plans and specifications are now on file in the office of the City Clerk of Oelwein, Iowa.

That in consideration of the foregoing, the City hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications and subject to State Law.

That it is mutually understood and agreed by the parties hereto that the Notice to Bidders, Proposal, the Special Provisions, the within Contract, the Contractors Bond and the General and Detailed Plans and the Standard Specifications, City of Oelwein, are and constitute the basis of Contract between the parties hereto and are by this reference made a part hereof.

Prior to final acceptance of the work the Contractor shall file with the City Clerk a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of two (2) years following completion of construction. The bond shall be for a sum equal to the total amount of the project.

That it is further understood and agreed by the parties of his contract that the above work shall be completed by **May 29<sup>th</sup>, 2019** and that time is the essence of this contract. For each calendar day that any work shall remain uncompleted beyond the substantial completion date specified in the Proposal form, liquidated damages will be assessed according to the following schedule:

Final Completion Liquidated Damages
\$100.00

The Contractor shall perform all work in a workmanlike manner.

That in the event any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interests of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the Contract.

That the Contractor shall not commence any work to be performed under this contract until he has obtained from responsible insurance companies all insurance required, as set forth in the General Clauses and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this contract has been accepted by the Owner.

It is further understood that any action in court against the Contractor or sureties on his bond, because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa, in and for Fayette County.

The party executing this agreement on behalf of the Contractor warrants that he has the legal authority to execute the same for and on behalf of the Contractor and to bind the Contractor hereto.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF OELWEIN, IOWA

By \_\_\_\_\_

ATTEST: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Business Address

Surety Bond No. \_\_\_\_\_

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (hereinafter the "Contractor" or "Principal" and \_\_\_\_\_, as Surety are held and firmly bound unto the City of Oelwein, Iowa, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_ day of \_\_\_\_\_, 20\_\_\_\_, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

\_\_\_\_\_

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the contract within the period of two (2) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

1. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Fayette County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly and severally, to pay the Owner all outlay and expense incurred therefore by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

(The Remainder of Page Left Blank Intentionally)

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Surety Countersigned By:

PRINCIPAL:

\_\_\_\_\_  
Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Require only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Resident Commission Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

SURETY:

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
City, State, Zip Code

By: \_\_\_\_\_  
Signature Attorney-in-Fact Officer

\_\_\_\_\_  
Company Telephone Number

\_\_\_\_\_  
Name of Attorney-in-Fact Officer

FORM APPROVED BY:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Attorney for Owner

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

**NOTE: All signatures on this performance, maintenance & payment bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.**

**MISCELLANEOUS****STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT**

PROJECT NO. 001

**A. GENERAL**

This is an active facility. The contractor must keep the structural integratory, supply protection from the elements and assure security of the building at all times during this process. They must also allow access to the existing site & refueling area at all times unless coordinated out with the Utility department.

**B. EXTENSIONS OF CONTRACT PERIOD**

An extension of the contract period may be granted by the contracting authority for any of the following reasons:

1. Additional work resulting from a modification of the plans for the project.
2. Delays caused by the contracting authority.
3. Other reasons beyond the control of the Contractor, which in the contracting authority's judgment, would justify such extension.

**C. Coordination**

The Contractor shall notify the Utility superintendent not less than 48 hours before commencing work.

**D. ALTERNATES**

- Post frame in lieu of Steel beam construction.
- Spray foam insulation in lieu of Silver Cote insulation.

The City will review the proposed alternates and has the right to accept or reject the alternate proposals. This acceptance or rejection could have an affect on the final bid pricing and awarding of the project.

**E. WORK TO BE COMPLETED BY THE CITY**

All plumbing, electrical, and HVAC to be completed by owner.

City to remove the overhead door currently located in the exciting building after the project is completed

**F. USE OF CITY UTILITIES**

Use of city electrical power is allowed to supply temporary power for contractor lighting, equipment use and testing of overhead door operators. The city will not supply heating for the project.

**CITY OF OELWEIN, IOWA**

**PLANS & SPECIFICATIONS**

**STREET DEPARTMENT BUILDING**  
**ADDITION AND REHABILITATION PROJECT**

**PROJECT NO. 001**

**Oelwein, IA**

**PREPARED BY:**

**OELWEIN UTILITY DEPARTMENT**  
**CITY OF OELWEIN**  
**CITY HALL**  
**20 SECOND AVENUE SW**  
**OELWEIN, IOWA 50662**

**Building Addition:**

This would be a free span Steel Beam or (Post Beam alternate) 24 ft x 60 ft addition to the south end of the existing Street Shop matching the existing building and roof line.

Prior to construction, the contractor shall provide Iowa certified engineering drawings (e.g. a pre-engineered building) to indicate how they will construct the proposed addition for approval and city as-built records. In addition to the basic building construction, the drawings shall include details on the doors, footings, concrete, and other appurtenances required for the building addition. The contractor shall also provide product data for review by the City prior to ordering on the overhead doors, entry door(s), and locksets. All colors, entry doors and hardware to be approved by the City.

The addition would include a white 12-foot 2-inch x 14-foot high Raynor Model T175 Thermaseal overhead door with a LIFTMASTER Model T331-14-foot L5 Single Trolley Industrial Operator (1/3 hp, 115 volt-Single Phase / Photo eyes / with 1 open/close/stop button station). To be installed centered in the new addition's east wall.

Installation of 1 new white 36-inch wide x 84-inch tall steel entry door in the new addition to be placed in the east wall at the north end of the new addition.

Includes removal and replacement of 3 entry doors and frames throughout the existing building using the same white 36-inch wide x 84-inch tall steel entry door and hardware as in the new addition. IE. All 4 to be matching, white in color, right hand swing, insulated, commercial grade doors and keyed alike with matching locksets.

New (blue in color) commercial grade 26-gauge steel sidewall sheeting applied vertically.



New (white in color) commercial grade 26-gauge steel roof sheeting with snow stops along the entire structure.

All trim to be new (white in color) commercial grade 26-gauge steel.

This would be a heated addition and therefore would require R 19 Silver Cote insulation or equivalent in the walls and R 30 in the ceiling. Or closed cell spray foam insulation alternate.

If steel beam construction the addition would require supports and frost footings as engineered.

Addition flooring requires a grid of 5/8 steel rebar reinforcement every 2 ft with a semi smooth bull float finish on a 5-inch-thick concrete floor. Includes a cement overhead door threshold footing and a 6-inch-thick 6 ft x 12 ft wide concrete approach. All concrete shall be air entrained, 4,000 psi mix design.

There will be a floor drain centered with the addition and the overhead garage door. The city will supply the floor drain casting. An SDR 26, gasketed, sewer drain pipe to be extend east outside of the overhead door approach, below frost depth, and capped to allow eventual connection to the sewer.

**Option A)** Removal & replacement of existing roof steel, trim, insulation, eaves & downspouts

All material and colors to match new addition. Snow Stops to be installed along the entire structure.

**Option B)** Removal and replacement of existing exterior side steel, trim & insulation.

All material and colors to match new addition.

ITEM #8.

**Bidder Status Form**

**ITEM #8.**

**To be completed by all bidders**

**Part A**

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

**To be completed by resident bidders**

**Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
*You may attach additional sheet(s) if needed.* City, State, Zip: \_\_\_\_\_

**To be completed by non-resident bidders**

**Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:  
\_\_\_\_\_
2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*You may attach additional sheet(s) if needed.*

**To be completed by all bidders**

**Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**You must submit the completed form to the governmental body requesting bids per 875 Iowa Adminis Code Chapter 156. This form has been approved Iowa Labor Commissioner.**

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No      My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No      My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No      My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No      My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No      My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No      My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No      My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE AMENDING SECTION 22-92, PARKING IN RESIDENTIAL AREAS AND SECTION 22-94, PROHIBITED PARKING

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

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by deleting Section 22-92 in it's entirety and replacing it as follows:

1. It shall be unlawful to park or cause to be parked any vehicle on the streets in residential areas in the city, except as follows:

On non-arterial streets: Parking is allowed on both sides of any street thirty-two feet (32') or more in width, unless otherwise prohibited; on one side of streets twenty-five feet (25') to thirty-one feet (31'), inclusive, in width, unless otherwise prohibited; no parking is allowed on either side of streets less than twenty-five feet (25') in width. Except parking shall be permitted on the south side of 6<sup>th</sup> Street Southeast in the 10 and 100 Block thereof, unless otherwise prohibited or within twenty-five feet (25') of the intersection of 6<sup>th</sup> Street Southeast and South Frederick or 1<sup>st</sup> Avenue Southeast. On arterial streets: Parking is allowed on both sides of any street thirty-eight feet (38') or more in width, unless otherwise prohibited; on one side of streets thirty-one feet (31') to thirty-seven feet (37'), inclusive, in width, unless otherwise prohibited; no parking is allowed on either side of streets less than thirty-one feet (31') in width.

Width means the distance from inside curb line to inside curb line, and the foregoing makes nine foot (9') traffic lanes and seven foot (7') parking lanes on non-arterial streets and twelve foot (12') traffic lanes and seven foot (7') parking lanes on arterial streets.

2. Trailers, boat on trailer, semi-trailers and other non-motorized vehicles of any type and size shall not be parked on any street in a residential district, except as herein provided and excepting bicycles. Such vehicles may park for the purpose of loading or unloading or making local deliveries, but in no instance shall such activity exceed a period of thirty (30) minutes. This section applies to unattached non-motorized trailers/vehicles.

2. Motor vehicles of any type that exceed seven feet (7') in height or eight feet (8') in width shall not be parked on any street in a residential district, except as herein provided. Such vehicles may park for the purpose of loading or unloading or making local deliveries, but in no event shall said activity exceed a period of thirty (30) minutes.

4. Commercial vehicles which transport detonable materials or flammable solids, liquids and gases shall not be parked on any street in a residential district, except for the purpose of making local deliveries.

5. A roll-off dumpster, wheeled dumpster, or other type of bulk refuse storage container shall not be placed upon the street in a residential district. An exception may be granted if the site is surveyed and approved by the building department. If approved by the building the department, the container must have adequate reflective material upon it and safety cones placed on each end of the container.

Time exceptions may be granted by the Chief of Police or his/her designee.

Section 2. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by adding Section 22-94 (16) as follows:

16. Long Vehicles: It shall be unlawful for any vehicle, including an automobile, motor truck, carrier, van, stock trailer, motor home (RV camper), bus or other vehicle of any kind more than twenty feet (20') in length to stop, park, or be left standing upon any street except for the purpose of loading or unloading, and then only so long as is necessary for loading or unloading and not to exceed thirty (30) minutes at any one time.

Section 3. 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 - December 23, 2019  
Second Reading –  
Third Reading –

Passed and adopted by the City Council of the City of Oelwein, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Peggy Sherrets, Mayor

Attest:

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

Recorded \_\_\_\_\_, 20\_\_.

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

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

AYES NAYS ABSENT ABSTAIN

Milks  
M Weber  
Cantrell  
Fisk  
Christensen

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

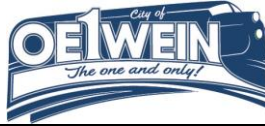
AYES NAYS ABSENT ABSTAIN

Milks  
M Weber  
Cantrell  
Fisk  
Christensen

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

AYES NAYS ABSENT ABSTAIN

Milks  
M Weber  
Cantrell  
Fisk  
Christensen



**CHAPTER 21**

**PARKS VIOLATIONS**

**SECTION 21-1. ANIMALS IN PARKS.**

Animals within any city park **or on any city trail** at all times must be under the control of a person competent to restrain and control the animal, either by leash, cord, chain or other similar restraint of not more than ~~ten~~ **six** feet in length or properly restrained within a motor vehicle.

The restraint requirement shall not apply to animals within ~~boundaries of a designated~~ **the off leash area in the south end of Redgate Park** **the dog park at City Park** while abiding by all rules and regulations **posted at** such designated off leash area.

**No horses, mules, or ponies shall be permitted on the premises of any City park ground or trails at any time.**

The person in control of an animal ~~in~~ **on any city park property** shall be responsible to immediately clean-up, remove and dispose of, in a sanitary manner, solid waste fecal matter excreted by said animal.

Exception: The provisions of this section shall not apply to animals specially trained to assist handicapped persons under the direct control of a handicapped person. (Ord. No. 1052, 808-2005.)

**SECTION 21-2. INJURING PARK PROPERTY PROHIBITED AND LITTERING**

~~It shall be unlawful for any person, except by the authority of the park committee, to cut, break or deface any tree or shrub growing in a part or any improvements placed therein. (Ord. No. 65, Section 2.)~~

**It shall be unlawful for any person to deface, damage or destroy park property, natural or manmade. No person shall place, deposit, or throw any waste, refuse, litter or foreign substance in any area or receptacle except those provided for that purpose.**

~~**SECTION 21-3. HORSES OR PONIES IN CITY PARKS.**~~

~~It shall be unlawful for any person to drive, lead or ride, or to permit to run at large, any horse or pony in any city park of the City of Oelwein, Iowa, other than upon the established roadways therein. (Ord. No. 561, 3-28-77.)~~

~~Cross reference — animals and fowl generally, Chapter 19.~~



**21.3 SWIMMING POOL REGULATIONS.**

Subject to approval of the Park and Recreation Committee and final approval of the City Council, rules and regulations for the use of the municipal swimming pool, which shall include the hours of operation, length of the season the pool is to be open, fees and admission charges, and regulations to be observed while using the pool shall be enforced by the Park Superintendent. The rules and regulations shall be posted on the facility or otherwise publicized in a manner to provide adequate notice to the public. Violation of a rule or regulation so posted or publicized may be cause for denial of use of the facility. The Park Superintendent shall seek the advice and authority of the City Administrator in case of immediate need or emergency.

**SECTION 21-4. PARKS CLOSED DURING SPECIFIED HOURS.**

The Oelwein City Council shall establish and cause to be posted the hours when each city park, or section of any park, is open to the public.

It shall be unlawful for any person, other than city personnel conducting city business therein, to occupy or be present in said park during any hour in which the park is not open to the public.

~~(Ord. No. 429, Section 1, 5-22-67; Ord. No. 795, 6-22-87; Ord. No. 909, 1-2-95; Ord. No. 1120, 6-26-2012.)~~

No person shall enter upon or remain upon the city parks or recreational facilities of the City of Oelwein starting one hour past sundown to one hour before sunrise. These facilities shall be closed to the general public, with exception of campers staying at the Oelwein City Park Campground and trail usage.

**SECTION 21-5. PARKING AND TRAFFIC IN CITY PARKS.**

- 1. It shall be unlawful to use motor vehicles in City parks:
  - a. contrary to one-way traffic signs designating the direction of travel,
  - b. upon the grass or off roadways in all city parks except as noted in sub-paragraph 2, below; or
  - c. to park motor vehicles in the park, except in areas clearly designated for parking by signs or erected by the authority of the city council.
- 2. Snowmobiles are permitted to traverse city parks on the designated snowmobile trail where when snow conditions are suitable and the dates and times said trail is posted as open. ATV's, UTV's, Golf Carts and all-terrain vehicles are prohibited in all city parks without exception. Snowmobiles and all-terrain vehicles shall be defined pursuant to 3216.1(20) and 3211.1 of the Code of Iowa.

(Ord. No. 657, Section 1, 4-14-80; Ord. No. 909, 1-23-95; Ord. No. 1120, 6-26-2012.)





**SECTION 21-6. SPEED RESTRICTIONS.**

It shall be unlawful for an operator of a motor vehicle to operate such a motor vehicle within the boundary of any city park at a speed in excess of fifteen (15) miles per hour, excepting the area designated for camping in Oelwein City Park, where no motor vehicle may be operated in excess of ten (10) miles per hour. (Ord. No. 769, Section 1, 6-23-86; Ord. No. 795, 6-22-87.)

**SECTION 21-7. MOTORIZED VESSEL SPEED RESTRICTION.**

It shall be unlawful for an operator of a motorized vessel to operate such motorized vessel on Lake Oelwein at a speed in excess of a no-wake speed.

~~SECTION 21-8. BOAT RAMP RESTRICTION.~~ **? Really need to be in here?**

~~It shall be unlawful for any person to launch or retrieve a motorized vessel from the City Park boat ramp, or other location within Oelwein City Park, for purpose of operating said motorized vessel at a speed in excess of a no-wake speed.~~

**SECTION 21-9. PENALTY.**

Any person violating any provision of this chapter shall be guilty of a municipal infraction pursuant to Section 1-10. (Ord. No. 969, Section 2, 03-22-1999; Ord. No. 1120, 6-26-2012.)

**SECTION 21-10. OELWEIN BIKE TRAIL RULES AND REGULATIONS.**

1. Part of Park System. The Oelwein Bike Trail ~~located within the Oelwein City Limits~~ is declared to be a part of the Oelwein Park System and the Park rules contained at Chapter 21 of the Oelwein Code of Ordinances shall apply except as modified in this Section.

2. Use. The Oelwein Bike Trail shall be used as a trail for: bicycling, cross-country skiing, roller-blading and foot traffic and other special event usage authorized by the City Council. (Ord. No. 1120, 6-26-2012.)

3. Motorized Vehicles Prohibited. The use of motorized any vehicles, mopeds, motorized bicycles, ATVs, **UTV's, golf carts** and snowmobiles is prohibited on the Oelwein Bike Trail within the City of Oelwein, Iowa, except for authorized emergency and maintenance vehicles and except for motorized wheelchairs and other similar vehicles used by handicapped persons.

4. Horses and Other Animals. No person shall permit a horse under their control to be on the Oelwein Bike Trail. No person shall permit or allow an animal or pet on said Oelwein Bike Trail unless said animal or pet is under the control of said person and is on a leash of six feet or less in length. Said person shall pick up and dispose of any feces from the animal or pet under that person's control. For the purpose of this article, horse is defined as any equine animal including horses, mules, burrow, donkeys, and all lamas or alpaca like animals. Animal is defined as all animals of the animal kingdom, male or female, whether altered or not.



5. Special Permits. Special permits may be issued by the City Council for special events on specific dates utilizing golf carts or similar motorized transportation upon the Oelwein Bike Trail. (Ord. No. 1120, 6-26-2012.)

6. Official Signs. All Oelwein Bike Trail users shall observe and obey all official bike trail signs posted along the trail. These signs shall be considered “Official Traffic Control Devices” as defined by the Code of Iowa.

7. Violation of Rules. Any person who fails to obey a bike trail sign, rule, or other provisions of this Ordinance shall be guilty of a municipal infraction.

(Ord. No. 1001, 04-22-2002.)

**ARTICLE IX**

**PARK AND RECREATION COMMISSION**

**SECTION 3-170. PARK AND RECREATION COMMISSION CREATED.**

A Park and Recreation Commission is hereby created to advise the Council on needed facilities; to provide open space such as parks, playgrounds and community facilities for other forms of recreation. The Park and Recreation Commission shall plan and monitor City recreation programs, and encourage other programs, for the leisure time of the City’s residents of all ages. The Park and Recreation Commission shall not have maintenance responsibility over any park or other recreational facility. (Ord. No. 844, 5-13-91; Ord. No. 845, 5-13-91.)

**SECTION 3-171. COMMISSION ORGANIZATION.**

1. Number. The Commission shall consist of seven (7) Park and Recreation Commissioners appointed by the Mayor, with the approval of the Council. (Ord. No. 1063, 0626-2006.)

2. Term. The Mayor, with the approval of the Council, shall appoint seven (7) Park and Recreation Commissioners for over-lapping and staggered three (3) year terms. The Park and Recreation Commission shall choose its Chair and Vice-Chair every year thereafter. (Ord. NO. 1063, 06-26-2006.)

3. Initial appointment of the Commissioners to expand the Park and Recreation Commission to seven (7) members shall have their initial terms designated by the Mayor, with the approval of the Council, so that one of the expansion members shall serve for an initial term of one (1) year and the other expansion member shall serve an initial term of two (2) years. Thereafter the expansion members shall serve for terms of three (3) years. (Ord. No. 1062, 0626-2006)

4. Preference for Appointment: Commissioners shall be appointed with a preference to eligible electors who are citizens of the City of Oelwein, Iowa.

5. Vacancies. A Commissioner’s death or absence from three consecutive regular meetings of the Park and Recreation Commission, or failure to attend one-fourth of all regular monthly meetings in any year, excepting absences due to illness of the Commissioner, shall render the Commissioner’s office vacated.



Vacancies in the Park and Recreation Commission shall be filled in the same manner as original appointments and such appointment shall be for the unexpired term of which the appointment is made. (Ord. No. 844, 5-13-91; Ord. No. 845, 5-1391; Ord. No. 909, 1-23-95.)

**SECTION 3-172. DUTIES OF THE BOARD.**

The Park and Recreation Commission shall have the power and authority to and shall perform the following duties:

~~1. Review and recommend to City Council a budget providing for the operations of the parks and all other recreation facilities and recreation programs.~~

~~2. Review and recommend to the City Council the establishment of fees for certain activities or programs established by the Park and Recreation Commission.~~

1.) The Committee may participate in the fee schedule, long-term capital improvements and budgeting process with the Park Superintendent and Recreation Programmer to make recommendations to the City Administrator for the annual line item budget of all anticipated fiscal year revenues and expenditures. This budget, with the recommendation of the City Administrator, shall be subject to final approval by the Council.

3. Review and recommend to the City Council policies for the operations of all functions under the jurisdiction of the Park and Recreation Commission.

~~4. Provide community based ideas and recommendations to City Council for long term capital improvement programs for park and recreation facilities, including acquisition of park sites.~~

5. Advocate and promote park and recreation activities which will benefit all citizens of Oelwein, Iowa.

~~6. Promote the activities of the Park and Recreation Commission throughout the community.~~

7. Adopt rules and regulations for controlling the use of park and recreation facilities and activities associated therewith, which rules and regulations shall not be inconsistent with any State law or local ordinance.

8. Cooperate with the Board of the Oelwein Community School District, other Commissions, Boards and civic groups to expand and improve the parks and recreation programs, with minimum cost to the citizens of Oelwein, Iowa.

(Ord. No. 844, 5-13-91; Ord No. 845, 5-13-91.)

**SECTION 3-173. DUTIES OF CHAIR AND VICE-CHAIR.**

1. The Chair shall preside over all regular or special meetings of the Commission. In the absence of the Chair, the Vice-Chair shall preside over all regular or special meetings.



2. Only the Chair shall speak for the Park and Recreation Commission. In the absence of the Chair, only the Vice-Chair shall speak for the Park and Recreation Commission.

3. The Chair shall make an annual report, and other reports as may be requested from time to time by the Mayor or City Council, of the Park and Recreation Commission's activities and any recommendations for the development and operation of parks, playgrounds, recreational centers and cultural functions and programs.

4. The Chair may call special meetings of the Park and Recreation Commission.

(Ord. No. 844, 5-13-91; Ord. No. 845, 5-13-91; Ord. No. 909, 1-23-95.)

**SECTION 3-174. MEETINGS.**

The Park and Recreation Commission shall hold regular **bi-monthly meetings during the months of January, March, May, July, September, and November.** ~~at a~~ **The** date, time and place of these meetings as determined by the Commission. Special meetings may be called by the Chair, or in the absence of the Chair, by the Vice-Chair. All meetings shall be open to the public and subject to the rules and regulations of the open meetings law of the State of Iowa. A quorum, consisting of a majority of the Commissioners, must be present at any regular or special meeting. (Ord. No. 844, 5-13-91; Ord. No. 845, 5-13-91; Ord. No. 909, 1-23-95.)

**SECTION 3-175. MINUTES OF MEETINGS.**

The Park and Recreation Commission ~~Commission~~ **Superintendent** shall keep detailed minutes of each and every regular and/or special meeting and shall submit copies of such minutes to each Commissioner and to the City Clerk. (Ord. No. 844, 5-13-91; Ord. No. 845, 5-13-91.)

**SECTION 3-176. COMPENSATION OF COMMISSIONERS.**

Commissioners shall serve without compensation. (Ord. No. 844, 5-13-91; Ord. No. 845, 5-13-91.)

**SECTION 3-177. GIFT AND DONATIONS.**

All grants, gifts and donations which are received by the City of Oelwein and subsequently designated to be used for parks and recreation purposes only, shall be accounted for separately and shall be expended in a manner recommended by the Commission and authorized by the City Council. (Ord. No. 844, 5-13-91; Ord. No. 845, 5-13-91.)

**SECTION 3-178. PENALTIES.**

Violation of a rule or regulation which has been adopted by the Park and Recreation Commission may be cause for denial of use of a facility or participation in a Commission program, but such denial which extends more than three (3) days may be appealed to the Commission and shall be heard by a quorum of the Commission. (Ord. No. 844, 5-13-91; Ord. No. 845, 5-13-91.)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING OELWEIN CODE OF ORDINANCES CHAPTER 3 ARTICLE IX AND CHAPTER 21 PARKS VIOLATIONS

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

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by Replacing Section 3-172, Section 3-174, Section 3-175 with the following

Section 3-172. DUTIES OF THE BOARD.

The Park and Recreation Commission shall have the power and authority to and shall perform the following duties:

1. The Commission may participate in the fee schedule, long-term capital improvements and budgeting process with the Park Superintendent and Recreation Programmer to make recommendations to the City Administrator for the annual line item budget of all anticipated fiscal year revenues and expenditures. This budget, with the recommendation of the City Administrator shall be subject to final approval by the Council.
2. Review and recommend to the City Council policies for the operations of all functions under the jurisdiction of the Park and Recreation Commission.
3. Advocate and promote park and recreation activities which will benefit all citizens of Oelwein, Iowa.
4. Adopt rules and regulations for controlling the use of park and recreation facilities and activities associated therewith, which rules and regulations shall not be inconsistent with any State law or local ordinance.
5. Cooperate with the Board of the Oelwein Community School District, other Commissions, Boards and civic groups to expand and improve the parks and recreation programs, with minimum cost to the citizens of Oelwein, Iowa.

Section 3-174. MEETINGS.

The Park and Recreation Commission shall hold regular bi-monthly meetings during the months of January, March, May, July, September, and November. The date, time and place of these meetings as determined by the Commission. Special meetings may be called by the Park Superintendent, Chair, or in the absence of the Chair, by the Vice-Chair. All meetings shall be open to the public and subject to the rules and regulations of the open meetings law of the State of Iowa. A quorum, consisting of a majority of the Commissioners, must be present at any regular or special meeting.

Section 3-175. MINUTES OF MEETINGS.

The Park Superintendent or their designee shall keep detailed minutes of each and every regular and/or special meeting and shall submit copies of such minutes to each Commissioner and to the City Clerk.

Section 2. That the general Ordinances of the City of Oelwein adopted July 1, 2012 be amended by deleting Section 21-1, 21-2, 21-3, 21-4, 21-5, 21-6, 21-7, 21-8, 21-9, and 21-10 in their entirety and replacing them as follows:

SECTION 21-1. ANIMALS IN PARKS.

Animals within any city park or on any city trail at all times must be under the control of a person competent to restrain and control the animal, either by leash, cord, chain or other similar restraint of not more than six feet in length or properly restrained within a motor vehicle.

The restraint requirement shall not apply to animals within the dog park at City Park while abiding by all rules and regulations posted in each designated off leash area.

No horses, mules, or ponies shall be permitted on the premises of any City park ground or trails at any time.

The person in control of an animal on any city property shall be responsible to immediately clean-up, remove and dispose of, in a sanitary manner, solid waste fecal matter excreted by said animal.

Exception: The provisions of this section shall not apply to animals specially trained to assist handicapped persons under the direct control of a handicapped person. (Ord. No. 1052, 808-2005.)

SECTION 21-2. INJURING PARK PROPERTY PROHIBITED AND LITTERING

It shall be unlawful for any person to deface, damage or destroy park property, natural or manmade. No person shall place, deposit, or throw any waste, refuse, litter or foreign substance in any area or receptacle except those provided for that purpose.

21.3 SWIMMING POOL REGULATIONS.

Subject to approval of the Park and Recreation Committee and final approval of the City Council, rules and regulations for the use of the municipal swimming pool, which shall include the hours of operation, length of the season the pool is to be open, fees and admission charges, and regulations to be observed while using the pool shall be enforced by the Park Superintendent. The rules and regulations shall be posted on the facility or otherwise publicized in a manner to provide adequate notice to the public. Violation of a rule or regulation so posted or publicized may be cause for denial of use of the facility. The Park Superintendent shall seek the advice and authority of the City Administrator in case of immediate need or emergency.

SECTION 21-4. PARKS CLOSED DURING SPECIFIED HOURS.

No person shall enter upon or remain upon the city parks or recreational facilities of the City of Oelwein starting one hour past sundown to one hour before sunrise. These facilities shall be closed to the general public, with exception of campers staying at the Oelwein City Park Campground and trail usage.

SECTION 21-5. PARKING AND TRAFFIC IN CITY PARKS.

1. It shall be unlawful to use motor vehicles in City parks:

- a. contrary to one-way traffic signs designating the direction of travel,
- b. upon the grass or off roadways in all city parks except as noted in sub-paragraph 2, below; or
- c. to park motor vehicles in the park, except in areas clearly designated for parking by signs or erected by the authority of the city council.

2. Snowmobiles are permitted to traverse city parks on the designated snowmobile trail when snow conditions are suitable and the dates and times said trail is posted as open. ATV's, UTV's, Golf Carts and all-terrain vehicles are prohibited in all city parks without exception. Snowmobiles and all-terrain vehicles shall be defined pursuant to 3216.1(20) and 3211.1 of the Code of Iowa.

SECTION 21-6. SPEED RESTRICTIONS.

It shall be unlawful for an operator of a motor vehicle to operate such a motor vehicle within the boundary of any city park at a speed in excess of fifteen (15) miles per hour, excepting the area designated for camping in Oelwein City Park, where no motor vehicle may be operated in excess of ten (10) miles per hour. (Ord. No. 769, Section 1, 6-23-86; Ord. No. 795, 6-22-87.)

SECTION 21-7. MOTORIZED VESSEL SPEED RESTRICTION.

It shall be unlawful for an operator of a motorized vessel to operate such motorized vessel on Lake Oelwein at a speed in excess of a no-wake speed.

SECTION 21-8. PENALTY.

Any person violating any provision of this chapter shall be guilty of a municipal infraction pursuant to Section 1-10.

SECTION 21-9. OELWEIN BIKE TRAIL RULES AND REGULATIONS.

1. Part of Park System. The Oelwein Bike Trail is declared to be a part of the Oelwein Park System and the Park rules contained at Chapter 21 of the Oelwein Code of Ordinances shall apply except as modified in this Section.

2. Use. The Oelwein Bike Trail shall be used as a trail for: bicycling, cross-country skiing, roller-blading and foot traffic and other special event usage authorized by the City Council. (Ord. No. 1120, 6-26-2012.)

3. Motorized Vehicles Prohibited. The use of motorized any vehicles, mopeds, motorized bicycles, ATVs, UTV's, golf carts and snowmobiles is prohibited on the Oelwein Bike Trail within the City of Oelwein, Iowa, except for authorized emergency and maintenance vehicles and except for motorized wheelchairs and other similar vehicles used by handicapped persons.

4. Horses and Other Animals. No person shall permit a horse under their control to be on the Oelwein Bike Trail. No person shall permit or allow an animal or pet on said Oelwein Bike Trail unless said animal or pet is under the control of said person and is on a leash of six feet or less in length. Said person shall pick up and dispose of any feces from the animal or pet under that person's control. For the purpose of this article, horse is defined as any equine animal including horses, mules, burrow, donkeys, and all lamas or alpaca like animals. Animal is defined as all animals of the animal kingdom, male or female, whether altered or not.

5. Special Permits. Special permits may be issued by the City Council for special events on specific dates utilizing golf carts or similar motorized transportation upon the Oelwein Bike Trail. (Ord. No. 1120, 6-26-2012.)

6. Official Signs. All Oelwein Bike Trail users shall observe and obey all official bike trail signs posted along the trail. These signs shall be considered "Official Traffic Control Devices" as defined by the Code of Iowa.

7. Violation of Rules. Any person who fails to obey a bike trail sign, rule, or other provisions of this Ordinance shall be guilty of a municipal infraction.

Section 3. 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 –
- Second reading –
- Third reading –

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

\_\_\_\_\_  
Peggy Sherrets, Mayor

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

RESOLUTION FILLING THE VACANCY IN THE OFFICE OF COUNCIL AT LARGE BY APPOINTMENT

WHEREAS, Matt Derifield was elected to the office of Council at Large to serve until canvas of electors of the City of Oelwein following the November 2, 2021 city election.

WHEREAS the remaining members of the Oelwein City Council have elected to fill the remaining term of said elective office by appointment.

WHEREAS the City Council has caused to be published notice on December 12, 2019 in the manner prescribed by Iowa Code 362.3 in the Oelwein Daily Register, a newspaper of General Circulation in the City of Oelwein, Iowa, stating the Council's intent to fill the vacancy by appointment and further advising the electors of the City of Oelwein of the right to file a petition requiring that the vacancy be filled by a Special Election.

THEREFORE, BE IT RESOLVED by the City Council of the City of Oelwein, Iowa:

Section 1. That Rex Ericson shall be appointed to fill the remaining term of elective office of Council at Large vacated by Matt Derifield. Said appointment shall be effective immediately on Monday, December 23, 2019 upon adoption of this Resolution at which time Rex Ericson shall take an oath or affirmation to support the constitution of the United State, and of this state and also an oath of office. Said appointment to be subject to the right of the electors of the City of Oelwein to file a petition requiring that the vacancy be filled by a Special Election pursuant to Iowa Code 372.13.

Section 2. This Resolution shall be in effect upon its passage and approval as provided by law.

Passed and approved by the City Council of the City of Oelwein, Iowa this 23<sup>rd</sup> day of December, 2019.

Attest:

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

Recorded \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
Peggy Sherrets, Mayor

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

AYES      NAYS      ABSENT      ABSTAIN

M Weber  
Christensen  
Cantrell  
Milks  
Fisk





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

A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PUBLIC WAYS OR GROUNDS FOR OELWEIN ODD RODS

WHEREAS, Iowa Code Section 364. 12 (2) states that " a city shall keep all public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares, and commons open, in repair, and free from nuisance, with the following exceptions "; and

WHEREAS, Iowa Code Section 364. 12 (2) (a) states that "Public ways and grounds may be temporarily closed by resolution "; and

WHEREAS, Oelwein Odd Rods have requested temporarily closure of streets and parks for the following events, locations and times:

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa that

Event	Location of Street Closures	Date & Time
Friday Nite Parking Events	10 Block of North and South Frederick	May 15, 2020 5:30 P.M. – 10:00 P.M. June 19, 2020 5:30 P.M. – 10:00 P.M. July 17, 2020 5:30 P.M. – 10:00 P.M. August 21, 2020 5:30 P.M. – 10:00 P.M. September 18, 2020 5:30 P.M. – 10:00 P.M.
Car Show	North Side Oelwein City Park	July 4, 2020 6:30 A.M. – 5:00 P.M.
Rain Date	10 Block of North and South Frederick	The following Friday of each event will be reserved as a Rain Date

Oelwein Odd Rods Car Club organizers are authorized to temporarily close the aforementioned requested streets and Park.

Passed and Approved this \_\_\_\_\_ day of December, 2019.

\_\_\_\_\_  
Peggy Sherrets, Mayor

Attest:

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

Recorded \_\_\_\_\_, 2019.

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

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

AYES      NAYS      ABSENT      ABSTAIN

- M Weber
- Christensen
- Cantrell
- Milks
- Fisk
- Fisk

DEWEIN CITY COUNCIL

ONCE AGAIN THE DEWEIN ODD RODS CAR CLUB IS REQUESTING TO HAVE THE FIRST BLOCK OF BOTH NORTH AND SOUTH FREDERICK ST. CLOSED FOR OUR FRIDAY NITE PARKN' EVENTS, WHILE LEAVING THE INTERSECTION OF CHARLES AND FREDERICK OPEN.

WE ARE REQUESTING THE FOLLOWING FRIDAY 'NITES' FROM 5:30 P.M. TO 10:00 P.M. FOR CLASSIC CAR PARKING: FOR 2020  
(THIRD FRIDAY OF THE MONTH)

MAY 15 JUNE 19 JULY 17 AUG 21 SEP 18  
(IN CASE OF A RAIN-OUT WE WOULD USE THE 4<sup>TH</sup> FRIDAY)

WE ARE ALSO REQUESTING THE USE OF CITY PARK - NORTH SIDE FOR OUR 18<sup>TH</sup> ANNUAL CAR SHOW TO BE HELD JULY 4, 2020. TIMES FROM 6:30 A.M. TO 5:00 P.M. BARRICADES FOR ALL OF THESE EVENTS WILL BE NEEDED AND PROVIDED BY THE CITY AS IN THE PAST.

THANK YOU FOR YOUR SUPPORT!

Sincerely,

DEWEIN ODD RODS.  
PAUL GANSKE PRES.  
PH. # 319-238-0707

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

RESOLUTION TO SET PUBLIC HEARING ON PROPOSED DISPOSAL BY SALE OF THE CITY'S INTEREST IN 14 2<sup>ND</sup> AVENUE NW, 20 2<sup>ND</sup> AVENUE, 24 2<sup>ND</sup> AVENUE NW, 129 5<sup>TH</sup> AVENUE NE, 608 1<sup>ST</sup> AVENUE SE AND 620 3<sup>RD</sup> AVENUE SW ALL IN OELWEIN, FAYETTE COUNTY, IOWA

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

Section 1. The Council of the City of Oelwein, Iowa, hereby proposes to sell 14 2<sup>nd</sup> Avenue NW legally described as Parcel A of Don Ross Sub-Division of McDonald's Addition and Lot 3, Except the south 35 feet thereof, Block 1, Don Ross Addition to Oelwein, including a 5 foot strip lying just north of said Lot 3; and 20 2<sup>nd</sup> Avenue NW legally described as Lots 5, 6, 7, Block 1, McDonald's Addition; 24 2<sup>nd</sup> Avenue NW legally described as Lot 34, Block 1, McDonald's Addition; 129 5<sup>th</sup> Avenue NE legally described as Lot 10, Block 4, Kint & Boyack Addition; 608 1<sup>st</sup> Avenue SE legally described as Lot 11 and the South one-half Lot 10, block 2, Holroyd's Addition and 620 3<sup>rd</sup> Avenue SW legally described as Lot 39, Block 4, Stickney's Addition, all in Oelwein, Fayette County, Iowa.

Section 2. The clerk is hereby directed to publish notice that a public hearing will be held at 6:00 P.M. on January 13, 2019, at the Council Chambers at City Hall, in Oelwein, Iowa, at which time the Council will hear objections to the sale from any interested party.

Section 3. This Resolution shall be in effect upon its passage and approval as provided by law.

Passed and adopted by the City Council of the City of Oelwein, Iowa this 23<sup>rd</sup> day of December, 2019.

\_\_\_\_\_  
Peggy Sherrets, Mayor

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

Attest:

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

M Weber  
Christensen  
Cantrell

Recorded \_\_\_\_\_, 2019.

Milks  
Fisk

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

Resolution No. \_\_\_\_\_

A Resolution Amending the Oelwein Rental Inspection Policy

WHEREAS, city staff has worked through a year on the rental inspection program and has areas in the policy that can be clarified and improved; and

WHEREAS, no significant changes come this year as staff is working through the first initial three years to inspect all properties; and

WHEREAS, continued improvement is needed to ensure that the program provides a product that ensures safe homes for tenants; and

WHEREAS, this policy is used by staff to ensure the program is successful;

NOW, THEREFORE, BE IT RESOLVED, Oelwein Rental Inspection Policy has been amended.

Passed and approved this 23<sup>rd</sup> day of December, 2019.

Attest:

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

Recorded \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
Mayor

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

AYES      NAYS      ABSENT      ABSTAIN

M Weber  
Christensen  
Cantrell  
Milks  
Fisk

**PROPOSAL TO SERVE  
CITY OF OELWEIN  
THREE YEARS ENDED JUNE 30, 2020-2022  
AUDIT SERVICES**

**OCTOBER 28, 2019**



T.P. ANDERSON & COMPANY, P.C.  
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

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October 28, 2019

Dylan Mulfinger  
City of Oelwein  
20 2<sup>nd</sup> Avenue SW  
Oelwein, IA 50662

Dear Dylan,

We are pleased to have the opportunity to present our proposal to serve as independent auditors for the City of Oelwein. We appreciate the information and specific requirements that you have provided to us. We are confident we can exceed your expectations and requirements and provide you with the highest quality in professional auditing and consulting services.

As we understand the audit requirements described in the request for proposal guidelines, you expect a timely audit conducted in a professional manner in accordance with audit standards specific to Iowa cities and governmental standards for the three years ending June 30, 2020-2022. We will issue the financial reports and reporting letters in accordance with the timing outlined in the attached Scope of Services and Proposed Project Schedule.

We are confident that Anderson and Company is the right firm to best satisfy the needs of the City of Oelwein. We are uniquely situated and have the resources and reputation to best serve the City for the following reasons:

- ◆ We are committed to helping you succeed.

We provide our clients with superior, timely and innovative services. Your success is our objective. We see things from your perspective. Then we provide an outside perspective that can help you overcome problems and take advantage of opportunities. We approach this engagement as business partners both working towards a common goal of your success.

- ◆ We offer you an innovative, experienced service team with specialized knowledge of cities and the local government industry.

We have extensive knowledge and experience in local government auditing and accounting systems to provide a high-quality audit in an efficient and timely manner. We have over 30 years of experience auditing government and municipal utilities in Iowa.

- ◆ We have numerous consulting professionals available with a wide range of service capabilities.

Anderson and Company has specialized management consulting and tax professionals available who have the capabilities to provide you with a wide range of consulting services.

City of Oelwein  
October 28, 2019  
Page 2

- ◆ We are a member firm of the Governmental Audit Quality Center, a center with a mission to help firms achieve the highest standards in performing quality government audits.
- ◆ We are uniquely positioned to serve you.

Anderson and Company is in a unique position to offer you the personal service associated with a local company. *You are an important client to us.*

If you have any questions regarding information presented within this proposal or desire additional information, please contact us at **528 Sumner Avenue, Humboldt, IA 50548 (515) 332-3466**. I am authorized to make representations and to bind Anderson and Company to the services presented in this proposal. We look forward to hearing from you.

Sincerely,

*Aaron E. Olson*

**Aaron E. Olson, CPA**  
T.P. Anderson & Company, P.C.  
Certified Public Accountants



**PROPOSAL TO SERVE  
CITY OF OELWEIN  
THREE YEARS ENDED JUNE 30, 2020-2021  
AUDIT SERVICES**

**OCTOBER 28, 2019**

**T.P. ANDERSON & COMPANY, P.C.  
CERTIFIED PUBLIC ACCOUNTANTS  
528 SUMNER AVENUE  
HUMBOLDT, IOWA 50548**

**CONTACT PERSON: Aaron E. Olson, CPA**

**PROPOSAL TO SERVE  
CITY OF OELWEIN**

**C O N T E N T S**

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## FIRM PROFILE

### **General**

T.P. Anderson & Company, P.C., Certified Public Accountants, provides accounting services to more than 900 business and individual clients engaged in retail sales, manufacturing, construction, agricultural industries, and professional services, as well as educational, governmental and non-profit organizations. Anderson and Company is a local firm of independent certified public accountants located in Humboldt, Iowa.

We are in compliance with the registration and permit requirements to engage in the practice of public accounting within Iowa.

Anderson and Company consists of ten professionals on our accounting and auditing staff. Our professionals include three owners and staff accountants. Our firm and all five of the individual certified public accountants on our professional staff are members of both the Iowa Society of Certified Public Accountants and the American Institute of Certified Public Accountants (AICPA). In addition, Anderson and Company is a member of the Private Companies Practice Section of the AICPA.

Periodic peer reviews are a requirement of firm membership in the AICPA. These reviews, performed by a team of independent certified public accountants, are to determine whether we are complying with the quality control standards required for membership. We are in compliance with the AICPA peer review requirements.

### **Philosophy**

We have structured our office to provide clients with prompt and thoughtful attention. This philosophy of personalized service means, among other things, that the audit of your city will be under the personal supervision of one of the owners of the firm. Other staff and specialists will be assigned to the engagement as required.

## QUALIFICATIONS

### Client Service Team

The quality of the service you receive is dependent on the capabilities of the individuals assigned to the engagement and the manner in which those personnel resources are organized to efficiently focus their abilities on providing you with the requested audit services.

We are committed to providing high quality service to the City of Oelwein. To achieve this objective, we have assembled a client service team that contains the capabilities and experience we believe are indispensable for your engagement. This includes a background in:

- ◆ Numerous governmental entities.
- ◆ Organizations with multiple functions and divisions.
- ◆ Full-scope audits encompassing management efficiency and economy as well as financial matters.
- ◆ Accounting, auditing and financial reporting principles applicable to cities.
- ◆ Tax aspects of cities and related fringe benefit programs.

Profiles of the management team of Anderson and Company are included below.



### **Tim McCartan, CPA – Partner**

Tim has more than 25 years of public accounting experience and has been a partner with the firm since 2002. Tim is involved with all aspects of personal and business income tax planning and preparation, personal financial planning and all other areas of business consulting. He also specializes in providing financial statement audit, attestation and compliance functions for a wide variety of client industries including many governmental and not for profit entities.

Tim graduated from the University of Northern Iowa where he received his Bachelor of Arts degree in Accounting. He is a member of the American Institute of Certified Public Accountants and the Iowa Society of Certified Public Accountants (ISCPA) and has served as a board member of the ISCPA Exempt Organization Committee. Tim has served on many committees and boards throughout the years and is currently serving as a board member for Humboldt County Mutual Insurance Company, treasurer for Zion Lutheran Church, as a board member on the Accountancy Advisory Board for Iowa Central Community College and as a trustee for the Humboldt County Memorial Hospital.



**Steve Hutchinson, CPA - Partner**

Steve joined the firm in 2001 and became a partner in 2009. Steve specializes in corporate, partnership and individual income tax planning and preparation, financial planning and all other areas of business consulting. He is also involved with providing financial statement audits, attestation and compliance functions for a wide variety of client industries including many governmental and not for profit entities.

Steve holds a Bachelor of Arts degree from the University of Northern Iowa. He is a member of the American Institute of Certified Public Accountants and the Iowa Society of Certified Public Accountants. Steve currently serves as a board member for the Humboldt County Memorial Hospital Foundation.

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**Aaron Olson, CPA - Partner**

Aaron started with the firm in 2014 and assumed a partner role with the firm in 2016. She graduated Summa Cum Laude from Iowa State University where she received her Bachelor of Science degree as well as her Master's degree in Accounting. After college, Aaron worked for one of the Big 4 public accounting firms, KPMG, in the Des Moines area. Aaron specializes in providing financial statement audit, audit of internal control, attestation and compliance functions for a wide variety of client industries including many governmental and not for profit entities. Aaron is also involved in providing corporate, partnership and individual income tax planning and preparation and all areas of financial planning and consulting.

Aaron serves as past board chair for the Iowa Accountancy Examination Board for the State of Iowa, as a current board member of the Continuing Professional Education Committee for the National Association of State Boards of Accountancy (NASBA), as the board chair for Building Families (a designated early childhood area for the State of Iowa), as past president of the Humboldt Rotary Club and as treasurer for the Iowa Teacher Supply Swap. Aaron is also an active member on her church finance committee. Aaron is a member of the American Institute of Certified Public Accountants (AICPA) and the Iowa Society of Certified Public Accountants, where she serves on other boards and committees. Aaron has received a special recognition from the AICPA for her services as an outstanding young CPA in her field.

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**Tim Anderson, CPA**

Tim semi-retired in May of 2019 but continues working on special projects and on an as needed basis for the firm. He is a graduate from the University of Northern Iowa accumulated over 40 years of accounting and tax experience before his retirement. Tim was involved in individual, corporate, and partnership tax planning, estate planning, succession planning, financial and retirement planning, and business consulting. He was also involved with financial statement audit, attestation and compliance functions for a wide variety of industries, including many governmental and not for profit entities.

Tim is a member and has received special recognition from the American Institute of Certified Public Accountants in the form of a Certificate of Educational Achievement in Governmental Accounting and Auditing. Tim formerly served as a member and past chairman of the Governmental Auditing and Accounting Committee of the Iowa Society of Certified Public Accountants (ISCPA) and was appointed by the ISCPA to membership in the Mid-America Intergovernmental Audit Forum. Membership in the Forum includes senior level management from the various U.S. Departments including, Office of Inspector Generals, the U.S. General Accounting Office, State's Office of Auditor of State and State Society of Certified Public Accountants. Tim has served on the board of directors for many healthcare and not for profit organizations and was active in the Humboldt Rotary Club.

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**Engagement Team**

Aaron Olson, an owner of the firm, will serve as the firm partner for this engagement and is personally responsible for supervising the engagement and signing reports. It is her duty to ensure that the project is managed efficiently, that each facet of the engagement receives appropriate emphasis, and that the conclusions are insightful and valid. In addition, this individual is responsible for determining client needs and providing resources that can help satisfy those needs. She will assist in planning specific audit steps, managing the quality of work, performing a detailed audit workpaper review and communicate the strengths and weaknesses of the management and accounting information system to the City of Oelwein.

Brady Anderson will be entrusted with the day-to-day responsibilities for the engagement. It will be his responsibility to see that the audit programs are carried out thoroughly and that the staff assistants are utilized efficiently on the job. Brady is a graduate of the University of Northern Iowa and is currently pursuing his certified public accountant certificate. He has many years of auditing experience in auditing local government units

**Staff Accountants**

Staff accountants will be designated as we formulate our audit approach. These individuals will also possess experience in auditing governmental entities. We will schedule our staff accountants to obtain the maximum amount of experience and continuity throughout the audit.

**Quality Control**

The firm has established a system of quality control that is tested periodically in a peer review. As part of this system, the work of staff accountants is supervised on a day-to-day basis during our performance of the audit. Prior to the conclusion of our audit, the in-charge accountant performs a detailed review of the resulting

workpapers and supervises the preparation of the financial report. In addition to monitoring the progress of the audit work, a firm owner performs a fairness review of the workpaper file and the report.

### **Experience**

Governmental units for which we have recently provided professional services include the following:

- ◆ City of Charles City
- ◆ City of Algona
- ◆ City of Humboldt
- ◆ City of Eagle Grove
- ◆ City of Sibley
- ◆ City of Fonda
- ◆ City of Hampton
- ◆ City of Dakota City
- ◆ City of Gilmore City
- ◆ City of Everly
- ◆ City of Alta
- ◆ City of Sanborn
- ◆ City of Primghar
- ◆ City of Whittemore
- ◆ City of Sioux Rapids
- ◆ Humboldt County
- ◆ Algona Municipal Utilities
- ◆ Laurens Municipal Utilities
- ◆ Osage Municipal Utilities
- ◆ Sanborn Electric and Telecommunications Utility
- ◆ Bancroft Municipal Utilities
- ◆ Alta Municipal Utilities

Our firm provides professional services to other CPA firms involved in local governmental auditing, including quality reviews and audit planning assistance. Please feel free to reach out to these organizations about the quality of our work.

### **Mandatory Requirements**

During the last two years, each of the auditors identified above as part of our client service team has completed a minimum of 40 hours annually of accredited continuing education. In addition, the educational requirements for governmental auditing (Yellow Book Requirements) have been met.

Our firm and each of the individuals listed above are independent with respect to the City as that term is defined by Rule 101 of the Code of Professional Ethics of the American Institute of Certified Public Accountants.

**SCOPE OF SERVICES  
AND PROPOSED PROJECT SCHEDULE**

**AUDIT REQUIREMENTS**

The audit of the City of Oelwein’s financial statement and supplemental information will be performed in accordance with:

- ◆ US generally accepted auditing standards
- ◆ The standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States
- ◆ If applicable, the Single Audit Act Amendments of 1996 and Title 2 Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)

Reporting letters will include a statement of audit findings and recommendations affecting the financial statements, internal control, inefficiencies, duplication of efforts, accounting systems, legality of actions, compliance with laws and regulations and any other matters considered appropriate.

**PROJECT SCHEDULE**

The following is our proposed time schedule for accomplishing the services outlined in this proposal. We would, of course, work with the City to modify this schedule to accommodate any conflicts or inconveniences.

- ◆ Audit planning and performance of year-end procedures will be done in July or generally as soon as the City is ready.
- ◆ Audit fieldwork will be performed during August or September or generally as soon as the City is ready.
- ◆ A draft of the audit report and management letter will be reviewed with you in October.
- ◆ Final bound copies of the reports and management letter shall be delivered no later than December 1.
- ◆ The required number of bound copies of the audit report, including the management letter, a detailed per diem audit bill and a copy of the news release shall be timely provided to the Auditor of State.



**FEES AND COMPENSATION**

- 1. The estimated total time for the completion of our audit of the City of Oelwein is 150-170 hours.
- 2. The estimated total out-of-pocket expenses for this engagement are \$1,500.
- 3. The hourly governmental rate by staff classification for Anderson and Company is as follows:

Principal	\$140 per hour
In-charge Accountant	\$ 85 per hour
Professional staff	\$ 50-65 per hour

- 4. The total all-inclusive maximum fee for the City of Oelwein, including out-of-pocket expenses, shall not exceed \$15,000 for the year ended June 30, 2020, \$15,450 for the year ended June 30, 2021 and \$15,900 for the year ended June 30, 2022.
- 5. If the scope of services is changed or if we encounter other unanticipated difficulties, we will notify you and the City Council and a new all-inclusive fee will be agreed to before we proceed.
- 6. The quoted fees do not include assistance with any non-audit services that the City requests (including drafting of the management discussion and analysis) or additional audits required by the Uniform Guidance. Should additional audits in accordance with the Uniform Guidance be required, we will review the level of federal awards expended by the City and the applicable federal audit requirements and negotiate an additional fee with the City based on the increased audit work that would be required. We estimate our fees for preparing the City's Annual Finance Report to be \$1,650 for the year ended June 30, 2020, \$1,700 for the year ended June 30, 2021 and \$1,750 for the year ended June 30, 2022.
- 7. Invoices will be presented monthly as work is completed. They are payable within 30 days of presentation.
- 8. The above fees are based on our best estimate of the time required to provide the requested services. If, due to circumstances outside our control, the time required to complete the audit is changed, you will be notified and arrangements will be made to revise the above maximum fee.



# Memo

**To:** Honorable Mayor & City Council,  
**From:** Utility Superintendent Victor Kane

**CC:** City Administrator Dylan Mulfinger

**Reference:** Street Building Expansion & Rehabilitation -- Bids. **Date:** 12/16/2019

We placed notice of the project and bid in the paper, on City sites and contacted local contractors. We posted with the League of Cities and on a state contractor job website. We had five inquires and four contractors showed up and looked at the project. From that we received two bids for the street shop addition including two alternates and two options. Alternate one was post frame construction and alternate two was for spray foam insulation. Option one was to replace the entire roof and option two was to replace the exterior of the building. We had an approved budget of \$229,000 for this project. The bids are as follows:

**Yoder Construction:**

<i>Addition (Alternate one)</i>	<i>\$68,023.22</i>
<i>Option A – Replace roofing</i>	<i>\$36,935.46</i>
<i>Option B – New exterior steel</i>	<i>\$23,022.59</i>
<b>Total:</b>	<b><u>\$127,981.27</u></b>

**Matt Construction:**

<i>Addition</i>	<i>\$78,500.00</i>
<i>Alternate one</i>	<i>deduct \$3,000.00</i>
<i>Option A – Replace roofing</i>	<i>\$49,750.46</i>
<i>Option B – New Exterior Steel</i>	<i>\$49,615.00</i>
<b>Total:</b>	<b><u>\$174,865.46</u></b>

Alternate two                      add            \$39,000.00 (decline)

Based on the above bid totals we recommend the project be awarded to Yoder Construction for \$127,981.27. This cost includes option A & B and Alternate one. We have reviewed job references and project details. The project will to start upon receipt of all required insurance, design documents, bonding etc. with a completion date of June 2020.

Thank you for your time.

Victor Kane  
Oelwein Utility Superintendent





City of Oelwein  
Bid Opening  
Thursday, December 12, 2019  
10:00 AM

Street Department Building and Rehabilitation Project

PRESENT: City Administrator Dylan Mulfinger, Utility Superintendent Vic Kane  
ALSO PRESENT: Matt Construction, Yoder Construction

Two bids were received and opened for the Street Department Building and Rehabilitation Project as follows:

Yoder Construction, Waverly	\$68,023.22	
Option A – reroofing	\$36,935.46	
Option B - removal and install		
New exterior steel	\$23,022.59	
TOTAL		\$127,981.27
 Matt Construction, Sumner	\$78,500.00	
Option A – reroofing	\$49,750.00	
Option B - removal and install		
New exterior steel	\$49,615.00	
TOTAL		\$177,865.00
 Alt #1 – Post Frame Construction		\$ - 3,000.00
Alt #2 – Spray Foam Installation		\$ <u>39,000.00</u>
 Total W/Options		\$210,865.00

Kane took the bids for review and recommendation. They will be forwarded to the City Council for action at the December 23, 2019 council meeting.



*City of Oelwein*

20 Second Avenue SW  
Oelwein, Iowa 50662  
319.283.5440 Phone  
319.283.4032 Fax  
[www.cityofuelwein.org](http://www.cityofuelwein.org)

# CITY OF OELWEIN, IOWA

## STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT

PROJECT NO. 001

**CITY OF OELWEIN, IOWA**

**STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT**

**PROJECT NO. 001**

Oelwein, IA

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**PREPARED BY:**

**OELWEIN UTILITY DEPARTMENT**

**CITY OF OELWEIN**

**CITY HALL**

**20 SECOND AVENUE SW**

**OELWEIN, IOWA 50662**

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**CITY OF OELWEIN, IOWA  
STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT**

**PROJECT NO. 001**

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**CITY OF OELWEIN, IOWA  
OFFICIAL NOTICE OF LETTING**

**STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT**

**PROJECT NO. 001**

NOTICE OF PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT FOR THE STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT IN THE CITY OF OELWEIN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received until 10:00 a.m. local time, on the **12th day of December, 2019** for the construction of the STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT as described in the plans and specifications for Project No 001, and which will be opened, read, and tabulated by the City Administrator or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the **23rd day of December, 2019** or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT in Oelwein, Iowa as shown in the plans and specifications for Project No. 001.

The work shall begin without unnecessary delay and shall be **completed by May 29th, 2019**. The City and Contractor recognize that time is of the essence of this Agreement.

The City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City according to the following schedule:

Final Completion Liquidated Damages
\$100.00

For each day that expires after the time specified for Final Completion the City shall deduct the accrued liquidated damages from the final payment due to the Contractor.

All proposals shall be made upon the official bidding blanks furnished by the City and any alteration in the Official Form of Proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each said proposal shall be sealed and plainly identified.

Each proposal shall be accompanied by a certified check in an amount equal to ten percent (10%) of the total amount of the bid, in a separate sealed envelope, drawn on and certified payable by a solvent bank to the City Treasurer of the City as security that, if awarded the contract by resolution of the City Council, the bidder will enter into contract at the prices bid and will furnish the required corporate surety bond. Any bidder may, in lieu of the certified check provided for herein, file with such bid a bid bond executed by a corporation authorized to contract as surety in Iowa and satisfactory to the City on the form included in the specifications. The certified check may be cashed and the proceeds retained by the City, or the bid bond forfeited to the City, as agreed liquidated damages if the bidder fails to execute a contract or file an acceptable bond for faithful performance thereof within ten (10) days after acceptance of his proposal by resolution of the City Council. Said security shall be returned to the bidder upon execution of the formal contract to complete said work and approval of performance bond by the Council.

The successful bidder shall furnish the City a surety bond, acceptable to said City, for one hundred percent of the bid guaranteeing his faithful performance of the contract. All bonds called for in this notice shall contain no other conditions except as provided in Chapter 384.97(5) of the Iowa Code.



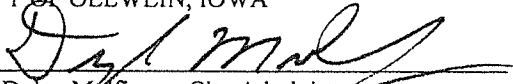
The Contractor will be paid in cash from the General Fund of said City or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of the above methods as may be used for such payments. Said payment to the Contractor will be made by the City in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor and submitted at least 15 days before a regularly scheduled City Council meeting. Final payment will be made on or before thirty (30) days after completion and acceptance by resolution of the City Council of the completed contract. No such partial or final payment will be due until the Contractor has certified to the City Clerk that materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications. Such partial payment shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

The Contractor shall file with the contract a corporate surety bond acceptable to the City and providing for maintenance of the improvements for not less than two years from and after acceptance of the project.

Plans, specifications and proposed contract documents may be examined at the office of the Utility Superintendent, and at Oelwein City Hall, Oelwein, Iowa

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

CITY OF OELWEIN, IOWA

By   
Dylan Mulfinger, City Administrator

CITY OF OELWEIN, IOWA  
STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT

PROJECT NO. 001

PROPOSAL FORM

Utility Department

Bids are due **December 12<sup>th</sup>, 2019 at 10:00 A.M.** in the City Hall Building, Oelwein, Iowa 50662

Type of Work: STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION  
Project No.: 001

Location and description: The proposed work will involve furnishing the labor, equipment, and materials for construction and miscellaneous appurtenances necessary for constructing the 2019 STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT located at 400 7<sup>th</sup> Avenue Southwest in Oelwein, Iowa.

Proposal of: Yoder Construction of NE IA, LLC  
(Name of bidder)  
1605 Irving Ave Waverly IA 50677  
(Street Address) (Town) (State) (Zip)

The bidder hereby certifies that he or they are the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications, and contract form, including the special provisions contained herein, and of the site of the work. The bidder proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials specified in the manner and the time prescribed and to do the work at the prices herein after set out, and that is not in violation of the provisions of Section 314.2 Code of Iowa, 1971 as amended (interest in contract prohibited), and 324.17(8) of the 1971 Code of Iowa as amended (Refund to non licensee-fuel used other than in motor vehicles)

We further propose,

To do all "Extra Work" which may be required to complete the work contemplated, at lump sums to be agreed upon in writing prior to starting such work, or if such prices or sums agreed upon to perform such work on a cost of labor and materials, as provided in the Specifications.

IN ADDITION TO THE OPTIONS AND ALTERNATES NOTED, THE CONTRACTOR SHALL INCLUDE A BASIC FLOOR PLAN AND DETAILS OF CONSTRUCTION FOR THE CITY'S CONSIDERATION OF PROPOSALS.

To execute formal contract within ten days after the acceptance of this proposal or forfeit the proposal guaranty furnished herewith.

To begin work and to complete the same within the contract period, or to pay the liquidated damages stipulated below accruing for each calendar day elapsing after the expiration of the contract period, before completion of the work.

Proposal Guarantee	Completion Date	Calendar Days	Liquidated Damages Per Day
10% of Bid	May 29 <sup>th</sup> , 2019	N/A	\$1,000

To furnish a contract bond in an amount not less than 100 percent of contract award, as security for the construction and completion of the work awarded the bidder in accordance with the plans, specifications and

contract.

Enclosed herewith find certified check or a bid bond in the penal sum as shown in the contract document as a proposal guaranty, which it is understood will be retained in the event the formal contract or bond is not executed, if award is made to the undersigned.

By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa where applicable.

If alternate items are indicated the bidder shall bid either alternate or may bid all alternates.

The City of Oelwein, Iowa, reserves the right to make an award on any part or all of the project options, and in determining the low bidder, only the work on which an award is made will be taken into consideration.

The City of Oelwein, Iowa, reserves the right to increase or reduce the quantities at its discretion, in accordance with the specifications, without affecting the validity of this proposal.

The award of the contract will be made to the lowest responsive, responsible and qualified bidder. The City of Oelwein, Iowa, reserves the right to reject any or all bids.

It is understood, and the undersigned agrees, that the proposal herein made is not affected by, contingent to, or dependent upon, any other proposal submitted for any improvement on this or any other project in the City of Oelwein, Iowa.

Signatures are to be by authorized agent; if joint venture, each should sign.

Firm: Yoder Construction of NE Iowa, LLC

By: Joe Yoder

Title: President

Business Address: 1605 Ivory Ave. Waverly

Date: 12/12/19

**BID BOND**

UTILITY DEPARTMENT  
CITY OF OELWEIN, IOWA

KNOW ALL MEN BY THESE PRESENTS: That we, Joe Yoder and Henry Schwartz  
of Yoder Const of NE Iowa, LLC as Principal, and  
VICE President

as Surety, are held and firmly bound unto the City of Oelwein, a municipal corporation in the County of Fayette, State of Iowa, hereinafter defined as Obligee, in the penal sum

of \_\_\_\_\_ (\$ \_\_\_\_\_)  
for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to obligee

\_\_\_\_\_ a certain bid, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, fir:

NOW, THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this twelfth day of December, 2019

Countersigned by: \_\_\_\_\_  
Principal

BY \_\_\_\_\_  
Resident Commission Agent as Prescribed  
by Chapter 515.53, Iowa Code of 1971  
(Contractor's Signature)

(Required only if Attorney-in-fact is not also an Iowa Resident Commission Agent.) \_\_\_\_\_  
Surety

BY \_\_\_\_\_  
(Attorney-in-Fact)  
Attach Power of Attorney

## Oelwein Contractor Insurance Requirements

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from the Contractor's operations under the contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance to be maintained by the Contractor shall be written as follows:

1. **Workers' Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below;

Iowa Benefits	Statutory
Employers Liability	
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee

The Workers Compensation policy shall include a waiver of subrogation clause in favor of the owner.

2. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (for any one fire)	\$ 100,000
Medical Damage Limit (any one person)	\$ 5,000

3. This insurance must include the following features:
  - a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate per Project Endorsement.
  - b. Personal and Advertising Injury
  - c. Operations by independent contractors.
  - d. Contractual Liability coverage
  - e. Coverage for property damage underground or damage by explosion or collapse (XCU).
4. **Automobile Liability Insurance** covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.
5. **Umbrella/Excess Liability Insurance** at city or utility option, the limits specified may be satisfied with a combination of Primary and Umbrella/Excess Insurance. Usually equal to the city or utility limits.
6. **Additional Insured** the Contractor will include the City or Utility as additional Insured on all policies except Workers' Compensation as respects all work performed.
7. **Insurance Certificates** Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the City or Utility. These insurance policies shall not be cancelled without at least 30 days prior written notice to the City or Utility. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City or Utility prior to the commencement of this lease.

8. **Government Immunity** The following clauses will be added to all liability coverages:
- f. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
  - g. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
9. **Subrogation**, To the extent that such insurance is in force and collectible and to the extent permitted by law, the City or Utility and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The forgoing release and waiver shall apply to damage to contractor's equipment, tools and other personal property as well as automobiles.

CITY OF OELWEIN, IOWA  
C O N T R A C T

STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT

PROJECT NO. 001

THIS AGREEMENT, made and entered into by and between the City of Oelwein, Fayette County, Iowa, hereinafter referred to as the "Owner", and \_\_\_\_\_ hereinafter referred to as the "Contractor":

WITNESSETH: That the Contractor for and in consideration of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the applicable options, plans and specifications therefore, and in the locations designated in the Notice to Bidders, the various items of work as follows:

ITEM NO.	ITEM	DOLLAR AMOUNT
1	24-foot by 60-foot Building Addition	108,023.22
2	Option A: Removal & replacement of existing roof steel, trim, insulation, eaves & downspouts	36,935.46
3	Option B: Removal and replacement of existing exterior side steel, trim & insulation	23,022.59
PROJECT BID TOTAL		127,981.27

ALTERNATE 1: POST FRAME CONSTRUCTION      ADD / DEDUCT    (Circle One)    \$ \_\_\_\_\_

ALTERNATE 2: SPRAY FOAM INSULATION      ADD / DEDUCT    (Circle One)    \$ \_\_\_\_\_

Said agreement and a true copy of said plans and specifications are now on file in the office of the City Clerk of Oelwein, Iowa.

That in consideration of the foregoing, the City hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications and subject to State Law.

That it is mutually understood and agreed by the parties hereto that the Notice to Bidders, Proposal, the Special Provisions, the within Contract, the Contractors Bond and the General and Detailed Plans and the Standard Specifications, City of Oelwein, are and constitute the basis of Contract between the parties hereto and are by this reference made a part hereof.

Prior to final acceptance of the work the Contractor shall file with the City Clerk a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of two (2) years following completion of construction. The bond shall be for a sum equal to the total amount of the project.

That it is further understood and agreed by the parties of his contract that the above work shall be completed by **May 29<sup>th</sup>, 2019** and that time is the essence of this contract. For each calendar day that any work shall remain uncompleted beyond the substantial completion date specified in the Proposal form, liquidated damages will be assessed according to the following schedule:

Final Completion Liquidated Damages
\$100.00

The Contractor shall perform all work in a workmanlike manner.

That in the event any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interests of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the Contract.

That the Contractor shall not commence any work to be performed under this contract until he has obtained from responsible insurance companies all insurance required, as set forth in the General Clauses and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this contract has been accepted by the Owner.

It is further understood that any action in court against the Contractor or sureties on his bond, because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa, in and for Fayette County.

The party executing this agreement on behalf of the Contractor warrants that he has the legal authority to execute the same for and on behalf of the Contractor and to bind the Contractor hereto.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the 12<sup>th</sup> day of December, 2019.

CITY OF OELWEIN, IOWA

By \_\_\_\_\_

ATTEST: \_\_\_\_\_

CONTRACTOR  
Yoder construction of NE Iowa LLC

By Joe Yoder \_\_\_\_\_

1605 Ivory Ave, Waverly, IA 50677  
Business Address



Surety Bond No. \_\_\_\_\_

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (hereinafter the "Contractor" or "Principal" and \_\_\_\_\_, as Surety are held and firmly bound unto the City of Oelwein, Iowa, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 12<sup>th</sup> day of December, 2019, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

60'x 24'x 16' addition and new sidewall and roof steel

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.
3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the contract within the period of two (2) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

1. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Fayette County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly and severally, to pay the Owner all outlay and expense incurred therefore by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

(The Remainder of Page Left Blank Intentionally)

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Surety Countersigned By:

\_\_\_\_\_  
 Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Require only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

Jake Lohman  
 Name of Resident Commission Agent

People's Insurance  
 Company Name

1700 8th St SW  
 Company Address

Waverly, IA 50677  
 City, State, Zip Code

800-932-4801  
 Company Telephone Number

PRINCIPAL:

Under construction of NE Iowa LLC  
 Contractor

By: [Signature]  
 Signature

President  
 Title

SURETY:

\_\_\_\_\_  
 Surety Company

By: \_\_\_\_\_  
 Signature Attorney-in-Fact Officer

\_\_\_\_\_  
 Name of Attorney-in-Fact Officer

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Company Address

\_\_\_\_\_  
 City, State, Zip Code

\_\_\_\_\_  
 Company Telephone Number

FORM APPROVED BY:

\_\_\_\_\_  
 Attorney for Owner

**NOTE:** All signatures on this performance, maintenance & payment bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

**MISCELLANEOUS**

**STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT**

**PROJECT NO. 001**

**A. GENERAL**

This is an active facility. The contractor must keep the structural integratory, supply protection from the elements and assure security of the building at all times during this process. They must also allow access to the existing site & refueling area at all times unless coordinated out with the Utility department.

**B. EXTENSIONS OF CONTRACT PERIOD**

An extension of the contract period may be granted by the contracting authority for any of the following reasons:

1. Additional work resulting from a modification of the plans for the project.
2. Delays caused by the contracting authority.
3. Other reasons beyond the control of the Contractor, which in the contracting authority's judgment, would justify such extension.

**C. Coordination**

The Contractor shall notify the Utility superintendent not less than 48 hours before commencing work.

**D. ALTERNATES**

- Post frame in lieu of Steel beam construction.
- Spray foam insulation in lieu of Silver Cote insulation.

The City will review the proposed alternates and has the right to accept or reject the alternate proposals. This acceptance or rejection could have an affect on the final bid pricing and awarding of the project.

**E. WORK TO BE COMPLETED BY THE CITY**

All plumbing, electrical, and HVAC to be completed by owner.  
City to remove the overhead door currently located in the exciting building after the project is completed

**F. USE OF CITY UTILITIES**

Use of city electrical power is allowed to supply temporary power for contractor lighting, equipment use and testing of overhead door operators. The city will not supply heating for the project.

**CITY OF OELWEIN, IOWA**  
**PLANS & SPECIFICATIONS**  
**STREET DEPARTMENT BUILDING**  
**ADDITION AND REHABILITATION PROJECT**

**PROJECT NO. 001**

**Oelwein, IA**

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**PREPARED BY:**

**OELWEIN UTILITY DEPARTMENT**  
**CITY OF OELWEIN**  
**CITY HALL**  
**20 SECOND AVENUE SW**  
**OELWEIN, IOWA 50662**

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**Building Addition:**

This would be a free span Steel Beam or (Post Beam alternate) 24 ft x 60 ft addition to the south end of the existing Street Shop matching the existing building and roof line.

Prior to construction, the contractor shall provide Iowa certified engineering drawings (e.g. a pre-engineered building) to indicate how they will construct the proposed addition for approval and city as-built records. In addition to the basic building construction, the drawings shall include details on the doors, footings, concrete, and other appurtenances required for the building addition. The contractor shall also provide product data for review by the City prior to ordering on the overhead doors, entry door(s), and locksets. All colors, entry doors and hardware to be approved by the City.

The addition would include a white 12-foot 2-inch x 14-foot high Raynor Model T175 Thermaseal overhead door with a LIFTMASTER Model T331-14-foot L5 Single Trolley Industrial Operator (1/3 hp, 115 volt-Single Phase / Photo eyes / with 1 open/close/stop button station). To be installed centered in the new addition's east wall.

Installation of 1 new white 36-inch wide x 84-inch tall steel entry door in the new addition to be placed in the east wall at the north end of the new addition.

Includes removal and replacement of 3 entry doors and frames throughout the existing building using the same white 36-inch wide x 84-inch tall steel entry door and hardware as in the new addition. IE. All 4 to be matching, white in color, right hand swing, insulated, commercial grade doors and keyed alike with matching locksets.

New (blue in color) commercial grade 26-gauge steel sidewall sheeting applied vertically.

New (white in color) commercial grade 26-gauge steel roof sheeting with snow stops along the entire structure.

All trim to be new (white in color) commercial grade 26-gauge steel.

This would be a heated addition and therefore would require R 19 Silver Cote insulation or equivalent in the walls and R 30 in the ceiling. Or closed cell spray foam insulation alternate.

If steel beam construction the addition would require supports and frost footings as engineered.

Addition flooring requires a grid of 5/8 steel rebar reinforcement every 2 ft with a semi smooth bull float finish on a 5-inch-thick concrete floor. Includes a cement overhead door threshold footing and a 6-inch-thick 6 ft x 12 ft wide concrete approach. All concrete shall be air entrained, 4,000 psi mix design.

There will be a floor drain centered with the addition and the overhead garage door. The city will supply the floor drain casting. An SDR 26, gasketed, sewer drain pipe to be extend east outside of the overhead door approach, below frost depth, and capped to allow eventual connection to the sewer.

**Option A)** Removal & replacement of existing roof steel, trim, insulation, eaves & downspouts All material and colors to match new addition. Snow Stops to be installed along the entire structure.

**Option B)** Removal and replacement of existing exterior side steel, trim & insulation. All material and colors to match new addition.

ITEM #16.



**Bidder Status Form**

**To be completed by all bidders**

**Part A**

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

**To be completed by resident bidders**

**Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 10 / 15 / 2011 to      /      /      Address: 1605 Ivory Ave  
City, State, Zip: Waverly IA 50677

Dates:      /      /      to      /      /      Address:       
City, State, Zip:     

Dates:      /      /      to      /      /      Address:       
City, State, Zip:     

You may attach additional sheet(s) if needed.

**To be completed by non-resident bidders**

**Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

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

You may attach additional sheet(s) if needed.

**To be completed by all bidders**

**Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Yoder Construction of NE Iowa, LLC

Signature: [Signature] Date: 12-12-19

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

This form has been approved 125 Iowa Labor Commissioner.

### Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No      My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No      My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No      My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No      My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No      My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No      My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No      My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

ITEM #16.

DATE: December 12, 2019  
 ACCOUNT:   
 AMOUNT: \$ 12,798.13  
 REFERENCE: YODER CONSTRUCTION  
 DESCRIPTION:

CHECK NO: 200028739  
 TELLER ID: 1335

**Veridian**  
credit union  
 P.O. Box 6000, Waterloo, IA 50704  
 800.235.3228 • www.veridiancu.org

CITY OF OELWEIN

THIS DOCUMENT HAS A TRUE WATERMARK. THE FRONT OF THE DOCUMENT HAS A GREEN CHECK BACKGROUND ON WHITE PAPER.

**Veridian**  
credit union  
 P.O. Box 6000, Waterloo, IA 50704  
 800.235.3228 • www.veridiancu.org

DATE
December 12, 2019

49-55  
1031

CHECK NO: 200028739

**OFFICIAL**

2739

AMOUNT  
\$ 12,798.13

PAY THE SUM OF  
 13/100  
 CITY OF OELWEIN

Twelve Thousand Seven Hundred Ninety-Eight and

PAY TO THE ORDER OF  
 YODER CONSTRUCTION

REMITTER  
 YODER CONSTRUCTION

PAVABLE THROUGH  
 BOKF, NA  
 EUFAULA OK

*[Signature]*  
 AUTHORIZED SIGNATURE

⑆ 200028739⑆ ⑆ 103100551⑆ 00140010049352⑆

IF THIS INSTRUMENT IS DESIGNATED ON ITS FACE AS A MONEY ORDER THE FOLLOWING APPLIES:

TERMS OF THIS MONEY ORDER

PURCHASER'S AGREEMENT:

You, the purchaser, agree to immediately complete this Money Order by filling in the front of the Money Order, signing, and addressing it at the bottom. The terms of this Money Order bind you, your heirs, or others who receive this Money Order from you.

SERVICE CHARGE:

If this Money Order is not used or cashed (presented for payment) within one year (three years in CA) of the purchase date, there will be a non-refundable service charge assessed where not prohibited by law. The service charge will be deducted from the face amount of this Money Order. The amount of the service charge is three dollars (\$3.00) (twenty-five cents (\$0.25) in CA) per month from the date of purchase, not to exceed \$252 in total (\$21 in CA) or such lesser amounts as may otherwise be permitted by applicable law.

RESTRICTIONS ON USE:

The business or person selling this Money Order cannot use it to pay personal or business obligations.

LIMITED RECOURSE:

This Money Order will not be paid if it has been forged, altered or stolen, and recourse is only against the presenter. This means that persons receiving this money order should accept it only from those known to them and against whom they have effective recourse.

If the need arises to trace this Money Order, return to the place of purchase to fill out the proper forms.

IF THIS INSTRUMENT IS DESIGNATED ON ITS FACE AS A MONEY ORDER THE FOLLOWING APPLIES:

LIMITED RECOURSE:

This Money Order will not be paid if it has been forged, altered or stolen, and recourse is only against the presenter. This means that persons receiving this money order should accept it only from those known to them and against whom they have effective recourse.

Payee's Endorsement

For information concerning this Money Order, contact MONEYGRAM PAYMENT SYSTEMS, INC.

PURCHASER'S AGREEMENT:

You, the purchaser, agree to immediately complete this Money Order by filling in the front of the Money Order, signing, and addressing it at the bottom. The terms of this Money Order bind you, your heirs, or others who receive this Money Order from you.

SERVICE CHARGE:

If this Money Order is not used or cashed (presented for payment) within one year (three years in CA) of the purchase date, there will be a non-refundable service charge assessed where not prohibited by law. The service charge will be deducted from the face amount of this Money Order. The amount of the service charge is three dollars (\$3.00) (twenty-five cents (\$0.25) in CA) per month from the date of purchase, not to exceed \$252 in total (\$21 in CA) or such lesser amounts as may otherwise be permitted by applicable law.

RESTRICTIONS ON USE:

The business or person selling this Money Order cannot use it to pay personal or business obligations.



*City of Oelwein*

20 Second Avenue SW  
Oelwein, Iowa 50662  
319.283.5440 Phone  
319.283.4032 Fax  
[www.cityofuelwein.org](http://www.cityofuelwein.org)

# CITY OF OELWEIN, IOWA

**STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT**

**PROJECT NO. 001**

**CITY OF OELWEIN, IOWA**

**STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT**

**PROJECT NO. 001**

**Oelwein, IA**



**PREPARED BY:**

**OELWEIN UTILITY DEPARTMENT  
CITY OF OELWEIN  
CITY HALL  
20 SECOND AVENUE SW  
OELWEIN, IOWA 50662**



**CITY OF OELWEIN, IOWA  
STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT**

**PROJECT NO. 001**

**I N D E X**

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**CITY OF OELWEIN, IOWA  
OFFICIAL NOTICE OF LETTING**

**STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT**

**PROJECT NO. 001**

NOTICE OF PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT FOR THE STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT IN THE CITY OF OELWEIN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received until 10:00 a.m. local time, on the 12th day of December, 2019 for the construction of the STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT as described in the plans and specifications for Project No 001, and which will be opened, read, and tabulated by the City Administrator or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 23rd day of December, 2019 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT in Oelwein, Iowa as shown in the plans and specifications for Project No. 001.

The work shall begin without unnecessary delay and shall be completed by May 29th, 2019. The City and Contractor recognize that time is of the essence of this Agreement.

The City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City according to the following schedule:

Final Completion Liquidated Damages
\$100.00

For each day that expires after the time specified for Final Completion the City shall deduct the accrued liquidated damages from the final payment due to the Contractor.

All proposals shall be made upon the official bidding blanks furnished by the City and any alteration in the Official Form of Proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each said proposal shall be sealed and plainly identified.

Each proposal shall be accompanied by a certified check in an amount equal to ten percent (10%) of the total amount of the bid, in a separate sealed envelope, drawn on and certified payable by a solvent bank to the City Treasurer of the City as security that, if awarded the contract by resolution of the City Council, the bidder will enter into contract at the prices bid and will furnish the required corporate surety bond. Any bidder may, in lieu of the certified check provided for herein, file with such bid a bid bond executed by a corporation authorized to contract as surety in Iowa and satisfactory to the City on the form included in the specifications. The certified check may be cashed and the proceeds retained by the City, or the bid bond forfeited to the City, as agreed liquidated damages if the bidder fails to execute a contract or file an acceptable bond for faithful performance thereof within ten (10) days after acceptance of his proposal by resolution of the City Council. Said security shall be returned to the bidder upon execution of the formal contract to complete said work and approval of performance bond by the Council.

The successful bidder shall furnish the City a surety bond, acceptable to said City, for one hundred percent of the bid guaranteeing his faithful performance of the contract. All bonds called for in this notice shall contain no other conditions except as provided in Chapter 384.97(5) of the Iowa Code.



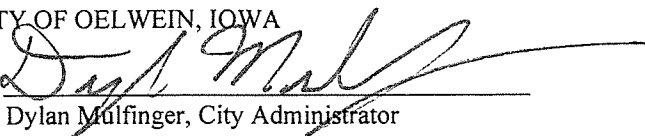
The Contractor will be paid in cash from the General Fund of said City or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of the above methods as may be used for such payments. Said payment to the Contractor will be made by the City in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor and submitted at least 15 days before a regularly scheduled City Council meeting. Final payment will be made on or before thirty (30) days after completion and acceptance by resolution of the City Council of the completed contract. No such partial or final payment will be due until the Contractor has certified to the City Clerk that materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications. Such partial payment shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

The Contractor shall file with the contract a corporate surety bond acceptable to the City and providing for maintenance of the improvements for not less than two years from and after acceptance of the project.

Plans, specifications and proposed contract documents may be examined at the office of the Utility Superintendent, and at Oelwein City Hall, Oelwein, Iowa

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

CITY OF OELWEIN, IOWA

By   
Dylan Mulfinger, City Administrator

CITY OF OELWEIN, IOWA

STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT

PROJECT NO. 001

PROPOSAL FORM

Utility Department

Bids are due December 12th, 2019 at 10:00 A.M. In the City Hall Building, Oelwein, Iowa 50662

Type of Work: STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION Project No.: 001

Location and description: The proposed work will involve furnishing the labor, equipment, and materials for construction and miscellaneous appurtenances necessary for constructing the 2019 STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT located at 400 7th Avenue Southwest in Oelwein, Iowa.

Proposal of: Matt Construction Inc. (Name of bidder) 203 Y Ave (Street Address) Sumner (Town) IA (State) 50674 (Zip)

The bidder hereby certifies that he or they are the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications, and contract form, including the special provisions contained herein, and of the site of the work. The bidder proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials specified in the manner and the time prescribed and to do the work at the prices herein after set out, and that is not in violation of the provisions of Section 314.2 Code of Iowa, 1971 as amended (interest in contract prohibited), and 324.17(8) of the 1971 Code of Iowa as amended (Refund to non licensee-fuel used other than in motor vehicles)

We further propose,

To do all "Extra Work" which may be required to complete the work contemplated, at lump sums to be agreed upon in writing prior to starting such work, or if such prices or sums agreed upon to perform such work on a cost of labor and materials, as provided in the Specifications.

IN ADDITION TO THE OPTIONS AND ALTERNATES NOTED, THE CONTRACTOR SHALL INCLUDE A BASIC FLOOR PLAN AND DETAILS OF CONSTRUCTION FOR THE CITY'S CONSIDERATION OF PROPOSALS.

To execute formal contract within ten days after the acceptance of this proposal or forfeit the proposal guaranty furnished herewith.

To begin work and to complete the same within the contract period, or to pay the liquidated damages stipulated below accruing for each calendar day elapsing after the expiration of the contract period, before completion of the work.

Table with 4 columns: Proposal Guarantee, Completion Date, Calendar Days, Liquidated Damages Per Day. Row 1: 10% of Bid, May 29th, 2019, N/A, \$1,000

To furnish a contract bond in an amount not less than 100 percent of contract award, as security for the construction and completion of the work awarded the bidder in accordance with the plans, specifications and

contract.

Enclosed herewith find certified check or a bid bond in the penal sum as shown in the contract document as a proposal guaranty, which it is understood will be retained in the event the formal contract or bond is not executed, if award is made to the undersigned.

By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa where applicable.

If alternate items are indicated the bidder shall bid either alternate or may bid all alternates.

The City of Oelwein, Iowa, reserves the right to make an award on any part or all of the project options, and in determining the low bidder, only the work on which an award is made will be taken into consideration.

The City of Oelwein, Iowa, reserves the right to increase or reduce the quantities at its discretion, in accordance with the specifications, without affecting the validity of this proposal.

The award of the contract will be made to the lowest responsive, responsible and qualified bidder. The City of Oelwein, Iowa, reserves the right to reject any or all bids.

It is understood, and the undersigned agrees, that the proposal herein made is not affected by, contingent to, or dependent upon, any other proposal submitted for any improvement on this or any other project in the City of Oelwein, Iowa.

Signatures are to be by authorized agent; if joint venture, each should sign.

Firm: Matt Construction, Inc.

By: Kelly Matt

Title: Pres.

Business Address: 203 Y Ave Sumner IA 50674

Date: 12/12/19

**BID BOND**

*See in Bond envelope*

UTILITY DEPARTMENT  
CITY OF OELWEIN, IOWA

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ as Principal, and  
\_\_\_\_\_

as Surety, are held and firmly bound unto the City of Oelwein, a municipal corporation in the County of Fayette, State of Iowa, hereinafter defined as Obligee, in the penal sum

of \_\_\_\_\_ (\$ \_\_\_\_\_)  
for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to obligee  
\_\_\_\_\_ a certain bid, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, fir:

NOW, THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_,

Countersigned by: \_\_\_\_\_  
Principal

\_\_\_\_\_ BY \_\_\_\_\_  
Resident Commission Agent as Prescribed (Contractor's Signature)  
by Chapter 515.53, Iowa Code of 1971

(Required only if Attorney-in-fact is not also \_\_\_\_\_  
an Iowa Resident Commission Agent.) Surety

BY \_\_\_\_\_  
(Attorney-in-Fact)  
Attach Power of Attorney

**CITY OF OELWEIN, IOWA  
C O N T R A C T**

**STREET DEPARTMENT BUILDING  
ADDITION AND REHABILITATION PROJECT**

PROJECT NO. 001

THIS AGREEMENT, made and entered into by and between the City of Oelwein, Fayette County, Iowa, hereinafter referred to as the "Owner", and Watt Construction, Inc. hereinafter referred to as the "Contractor":

WITNESSETH: That the Contractor for and in consideration of the sum of 177,865.00 Dollars One hundred seventy seven thousand eight hundred sixty five and 00/100

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the applicable options, plans and specifications therefore, and in the locations designated in the Notice to Bidders, the various items of work as follows:

ITEM NO.	ITEM	DOLLAR AMOUNT
1	24-foot by 60-foot Building Addition <u>steel</u>	<u>78,500.00</u>
2	Option A: Removal & replacement of existing roof steel, trim, insulation, eaves & downspouts	<u>49,750.00</u>
3	Option B: Removal and replacement of existing exterior side steel, trim & insulation	<u>49,615.00</u>
PROJECT BID TOTAL		<u>177,865.00</u>

ALTERNATE 1: POST FRAME CONSTRUCTION      ADD / DEDUCT (Circle One)      \$ 3,000.00  
 ALTERNATE 2: SPRAY FOAM INSULATION      ADD / DEDUCT (Circle One)      \$ 39,000.00

Said agreement and a true copy of said plans and specifications are now on file in the office of the City Clerk of Oelwein, Iowa.

That in consideration of the foregoing, the City hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications and subject to State Law.

That it is mutually understood and agreed by the parties hereto that the Notice to Bidders, Proposal, the Special Provisions, the within Contract, the Contractors Bond and the General and Detailed Plans and the Standard Specifications, City of Oelwein, are and constitute the basis of Contract between the parties hereto and are by this reference made a part hereof.

Prior to final acceptance of the work the Contractor shall file with the City Clerk a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of two (2) years following completion of construction. The bond shall be for a sum equal to the total amount of the project.

That it is further understood and agreed by the parties of his contract that the above work shall be completed by **May 29<sup>th</sup>, 2019** and that time is the essence of this contract. For each calendar day that any work shall remain uncompleted beyond the substantial completion date specified in the Proposal form, liquidated damages will be assessed according to the following schedule:

Final Completion Liquidated Damages
\$100.00

The Contractor shall perform all work in a workmanlike manner.

That in the event any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interests of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the Contract.

That the Contractor shall not commence any work to be performed under this contract until he has obtained from responsible insurance companies all insurance required, as set forth in the General Clauses and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this contract has been accepted by the Owner.

It is further understood that any action in court against the Contractor or sureties on his bond, because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa, in and for Fayette County.

The party executing this agreement on behalf of the Contractor warrants that he has the legal authority to execute the same for and on behalf of the Contractor and to bind the Contractor hereto.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF OELWEIN, IOWA

By \_\_\_\_\_

ATTEST: \_\_\_\_\_

CONTRACTOR  
 \_\_\_\_\_ *Matt Construction, Inc.*  
 By \_\_\_\_\_ *Kelly Matt*  
 \_\_\_\_\_ *203 Y Ave Summer IA 50674*  
 Business Address

**Bidder Status Form**

**To be completed by all bidders**

**Part A**

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

**To be completed by resident bidders**

**Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 8 / 8 / 2008 to 12 / 12 / 2019 Address: 203 1/2 Ave  
City, State, Zip: Sumner IA 50674

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
You may attach additional sheet(s) if needed. City, State, Zip: \_\_\_\_\_

**To be completed by non-resident bidders**

**Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:  
\_\_\_\_\_
2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.  
\_\_\_\_\_  
\_\_\_\_\_

*You may attach additional sheet(s) if needed.*

**To be completed by all bidders**

**Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Watt Construction Inc.  
Signature: Kelly Watt Date: 12/12/19

You must submit the completed form to the governmental body requesting bids per 875 Iowa Admin. Code Chapter 156.

This form has been approved by the Iowa Labor Commissioner.

### Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No      My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No      My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No      My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No      My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No      My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No      My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No      My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.







# GRANITE RE, INC.

## GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 27<sup>th</sup> day of June, 2018.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )



*Kenneth D. Whittington*  
\_\_\_\_\_  
Kenneth D. Whittington, President  
*Kyle P. McDonald*  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 27<sup>th</sup> day of June, 2018, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2021  
Commission #: 01013257



*Kathleen E. Carlson*  
\_\_\_\_\_  
Notary Public

### GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

*DBU*  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



*Kyle P. McDonald*  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer



**This is Task Order No. 3406-19A,  
consisting of 4 pages.**

## Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated September 15, 2008 ("Agreement"), Owner and Engineer agree as follows:

Task Order No. 13 – Oelwein West Water Tower Painting, dated August 26, 2013, is hereby terminated and replaced with this Task Order No. 3406-19A. This task order extends the effective date of the September 15, 2008 Master Agreement through the end of the services of this Task Order.

### Specific Project Data

- A. Title:** Oelwein West Water Tower Painting – Revised Scope
- B. Description:** Project includes the design, permitting, bidding and during construction services related to the following improvements in Oelwein, Iowa:
- (1) Remove existing paint system, including containment for lead paint.
  - (2) New coating system (interior and exterior).
  - (3) Revise overflow pipe and vent to bring into compliance with current IDNR requirements.
  - (4) Repair or replace ladders and the viewing platform at the top of the tank.
  - (5) Minor repairs to the water tower as identified during the Final Design tank inspection.
  - (6) Replace tower isolation valves at West Tower and reconstruct top of valve vault.
  - (7) Repair concrete pads at tower legs.
- 1. Services of Engineer** - Basic Services of Engineer shall be as per Exhibit A except as modified below:
- a. A1.01 (Study and Report Phase)** - Not required. This project was identified in the Water Distribution System Evaluation - Oelwein, Iowa as amended on June 10, 2008.
  - b. A1.02 (Preliminary Design Phase)** - Previously completed.
  - c. A1.03 (Final Design Phase)** - As per Exhibit A (partially previously completed), but with the following additions:
    - (1) Update bidding documents to EJCDC 2013 version.
    - (2) It is not anticipated that an IDNR Construction Permit will be required for this project.
    - (3) Engineer will contract with Owens Inspection Services to have the tank inspected to confirm the scope of tanks repairs required. This will NOT include taking the tank out of service, cleaning, and draining the tank; therefore the interior will not be inspected other than general observation from top of the tank above the water surface.
    - (4) Paint color and logo scheme per attached figure.
    - (5) This Task Order has been prepared based upon one (1) prime construction contract.
  - d. A1.04 (Bidding Phase)** - As per Exhibit A, but with the following additions:
    - (1) The Engineer shall provide the following additional Bidding or Negotiating Phase tasks or deliverables:
      - i. Prepare Notice of Public Hearing and Invitation to Bid for publication by the Owner.
      - ii. Review supplier submittals for pre-approval of base bid equipment.
      - iii. Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
      - iv. Prepare and distribute signatory copies of the Notice to Proceed.
    - (2) A Pre-Bid Conference will not be required for this project.
    - (3) Bidding Documents - The Engineer shall prepare and distribute a sufficient number of paper copies of project documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services.

e. **A1.05 (Construction Phase)** - As per Exhibit A, but with the following additions:

- (1) RPR Services shall be provided on a full-time basis by Owens Inspection Services and will include review and documentation of the surface preparation prior to painting, verification of the products delivered and utilized, and measurement of wet-film and/or dry-film thickness of applied coatings.

f. **A1.06 (Post-Construction Phase)** - As per Exhibit A, but with the following additions:

- (1) Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on project annotated record documents received from Contractor.

g. **Part 2 (Additional Services)** - As per exhibit A except for services specifically identified in this document as part of other phases of work and with the following clarifications:

- (1) Funding Assistance - Funding Administration will be by others. The Engineer shall provide funding assistance as described in the Master Agreement under A2.01.A.1 and other services required to comply with funding requirements as requested by the Owner. No special (eg. SRF, CDBG, USDA Rural Development, etc) funding is anticipated. All time and expenses associated with submittal, review and required modifications to the design that are associated with project funding shall be included in this phase.

2. **Owner's Responsibilities** - As per Exhibit B, but with the following additions:

- (1) The removal or temporary removal and replacement of any third-party antennas or equipment shall be coordinated by the Owner and made known to the Engineer and Contractor.

3. **Times for Rendering Services** - Phases of work shall be provided as follows:

<u>Phase</u>	<u>Completion Date</u>
Funding Assistance	As required
Preliminary Design Phase	Previously completed
Final Design Phase	Deliver to Owner within 60 days of authorization to proceed with this phase
Bidding Phase	Estimated to occur February-March 2020
Construction Phase	Estimated to occur between April to November 2021 (early and late start dates)
Post-Construction Phase	As required

4. **Payments to Engineer** - As per Exhibit C and as follows:

- (1) The following Method C is added to the list of available methods of payment listed in Exhibit C:

Method C: Per Bidding Document Rate - Prior to advertising for bids, the Engineer will determine and set an average unit price fee associated with the cost of preparation and distribution of paper copies of project documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services. This unit price shall include all costs associated with preparation and distribution, including but not limited to printing, assembling, packaging and shipment costs. The Owner shall pay the Engineer an amount equal to this unit price multiplied by the number of documents produced and distributed in accordance with Iowa law.

- (2) Amounts listed in this Task Order under Method B - Standard Hourly Rates and Per Bidding Document Rate totals are estimates only. These amounts are not maximum values.

- (3) Owner shall pay Engineer for services within each phase as follows:

<u>Phase</u>	<u>Method of Payment</u>	<u>Amount</u>
Funding Assistance	Standard Hourly Rates	Not applicable
Preliminary Design Phase	Lump Sum	Previously completed
Final Design Phase	Lump Sum	\$11,700.00
Bidding Phase	Lump Sum	\$7,500.00
Bidding Documents	Per Bidding Document Rate	\$60 @ 10 = \$600.00 (est)
Construction Phase (except RPR Services)	Lump Sum	\$27,700.00
RPR Services	Standard Hourly Rates	\$38,000.00 (est)
Post-Construction Phase	Standard Hourly Rates	\$2,000.00 (est)

The total of the lump sum and estimated hourly fees is **\$87,500.00**.

**ITEM #17.**

**5. Engineer's Consultants:**

- (1) Tank cleaning and inspection: Owens Inspection Services
- (2) Structural Engineer: Rietz Consultants

**6. Engineer's Liability:**

- 1) *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer for this Task Order.
- 2) *Exclusion of Special, Incidental, Indirect and Consequential Damages.* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them.
- 3) *Extension of Protection.* The Owner agrees to extend any and all liability limitations and indemnifications provided by the Owner to the Engineer to those individuals and entities the Engineer retains for performance of the service under this agreement, including but not limited to the Engineer's officers and employees and their heirs and assigns, as well as the Engineer's sub-consultants and their officers, employees, heirs and assigns.

**7. Other Modifications to Master Agreement - None**

**8. Attachments – Tower Color and Logo Mockup**

**9. Documents Incorporated By Reference - None**

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall include this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, 2019.

**Engineer**

**Owner**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Lance Aldrich, P.E.  
Name

\_\_\_\_\_  
Name

Principal/Project Manager  
Title

\_\_\_\_\_  
Title

**Designated Representative for Task Order:**

**Designated Representative for Task Order:**

Lance Aldrich, P.E.  
Name

\_\_\_\_\_  
Name

Principal/Project Manager  
Title

\_\_\_\_\_  
Title

414 South 17<sup>th</sup> Street, Suite 107  
Ames, IA 50010  
Address

\_\_\_\_\_  
Address

lja@foxeng.com  
E-Mail Address

\_\_\_\_\_  
E-Mail Address

515-233-0000  
Phone

\_\_\_\_\_  
Phone

515-233-0103  
Fax

\_\_\_\_\_  
Fax



ITEM #17.



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QUANTITY TAKEOFF AND ESTIMATE FORM

ITEM #17.

Project: Oelwein Water	Date: #####	Page
PN: 3406-12A.420	Computed: LJA	Checked:

Item No.	Description	Quantity	Unit	Unit Price	Total Price
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West Tower

General Contractor (5%)					\$ 35,833
Containment				ok	\$ 150,000
Exterior Paint		34,000	SF	\$ 9.00	\$ 306,000
Interior Paint		10,000	SF	\$ 8.25	\$ 82,500
Fence - 6' Chain Link w/ Barb Wire		430	LF	\$ 30.00	\$ 12,900
Fence - Manual 20' Double Gate		1	EA	\$ 2,000.00	\$ 2,000
Valve Vault Repair					
	12" Gate Valve w/ sleeves	2	EA	\$ 4,800.00	\$ 9,600
	MH Repair	2	EA	\$ 2,500.00	\$ 5,000
Concrete Pillar Pad Repairs		10	EA	\$ 1,000.00	\$ 10,000
Tank Repairs					
	Bring roof shell ladder to OSHA std	1	LS	\$ 5,000.00	\$ 5,000
	Remove and install new ladder to platform	1	LS	\$ 20,000.00	\$ 20,000
	Replace inspection hatch	1	LS	\$ 4,500.00	\$ 4,500
	Install new vent	1	LS	\$ 7,000.00	\$ 7,000
	Extend overflow pipe to 12">grade & pad	1	LS	\$ 17,000.00	\$ 17,000
	Bring balcony railing to OSHA std	1	LS	\$ 35,325.00	\$ 35,325
	Remove spine rods & center hub	1	LS	\$ 12,000.00	\$ 12,000
	Misc weld repair allowance	1	EA	\$ 2,000.00	\$ 2,000
CONSTRUCTION SUB-TOTAL					\$ 716,658
Contingency		5%			\$ 35,833
Engineering (observation included)					\$ 87,500
Admin. and Legal		5%			\$ 35,833
PROJECT TOTAL					\$ 875,824



City of Oelwein  
Bid Opening  
December 12, 2019  
11:00 A.M.

PRESENT: Utility Superintendent Kane, Tammy Smith

Two bids were received and opened for the purchase of a 2020 Dump Truck with snowplow and hydraulics.

Thompson Truck & Trailer, Cedar Rapids	\$109,356.63
International w/ Henderson snowplow	
SS Dump	\$ 3,971.00
SS Tailgate Sander	\$ <u>3,601.00</u>
TOTAL	\$116,928.63
Estimated delivery date of August 1, 2020	

Don's Truck Sales, Fairbank	\$108,350.00
Freightliner w/Henderson snowplow	
Option SS Dump Body	2,900.35
SS Tailgate Sander	<u>3,975.00</u>
TOTAL	\$115,225.35

Kane took the bids for review. They will be forwarded to the City Council for action at the December 23, 2019 Council meeting.



# Memo

**To:** Honorable Mayor & City Council,  
**From:** Utility Superintendent Victor Kane

**CC:** City Administrator Dylan Mulfinger

**Reference:** Dump Truck -- Bid.

**Date:** 12/16/2019

As approved by council bid requests were sent to three companies for a new 2020 dump truck, plow and sander with two options. We received the following two bids for consideration.

**Dons Trucks Sales**

2020 – Freightliner 108SD –	
with Henderson snow plow & hydraulics =	\$108,350.00
Options:	
201SS Dump Body: Henderson	\$2,900.35
201 SS Tailgate Sander: Henderson	\$3,975.00
Total with option:	<b><u>\$115,225.35</u></b>

**Thompson Truck & Trailer**

2020 – International HV507 SFA –	
with Henderson snow plow & hydraulics =	\$109,356.63
Options:	
201SS Dump Body: Henderson	\$3,971.00
201 SS Tailgate Sander	\$3,601.00
Total with option:	<b><u>\$116,928.63</u></b>

The low bid, with both options, came in \$24,774.65 under the \$140,000 budgeted. Due to their low bid and proximity for service we recommend purchasing, including both options, from Dons Trucks Sales for \$115,225.35.

Thank you for your time.

Victor Kane  
Oelwein Utility Superintendent

## Option to Purchase

The seller, City of Oelwein, provides to buyer, Northeast Iowa Community Action Corporation (NEICAC), an Iowa Non-profit Corporation, an option to purchase the following described lot in Oelwein, Iowa, on the following terms and conditions:

1. "Lots 5, 6, & 7, Block 1, McDonalds Addition to the City of Oelwein, Fayette County, Iowa"

Locally known as: 20 2<sup>nd</sup> Ave NW, Oelwein, Iowa

2. The City of Oelwein will sell said lot with a value of \$5100 to NEICAC for \$1.00 and other valuable considerations if the following contingencies are met:
  - a. This option is subject to the following conditions, and loan applications being approved:
    - i. Iowa Finance Authority (IFA) – HOME Investment Partnership Funds, Rental Application
    - ii. Environmental review process approved as required by IFA
    - iii. Signed contract and release of funds from IFA
      - i. NEICAC will not take possession of the lot until after they have received the executed contract and release of funds notice.
  - b. If this option is not exercised by the buyer prior to November 1, 2020 at 12:00 midnight, then this option is terminated and the seller will retain the option price.
  - c. The option may be exercised by the buyer’s written notice to the seller of intention to exercise. Notice shall be deemed a 60-day notice, during which time final details for closing shall be accomplished and the seller shall complete sale and provide the clear Warranty Deed, of said property, to the buyer.
  - d. Northeast Iowa Community Action Corporation will build a house on the property within 18 months after the transfer of ownership.
  - e. This option is assignable.

Date: \_\_\_\_\_ Seller: \_\_\_\_\_  
City of Oelwein

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
NEICAC

# Northeast Iowa Community Action Corporation Option to Purchase Proposals

ITEM #19.



Current Lot Measurements

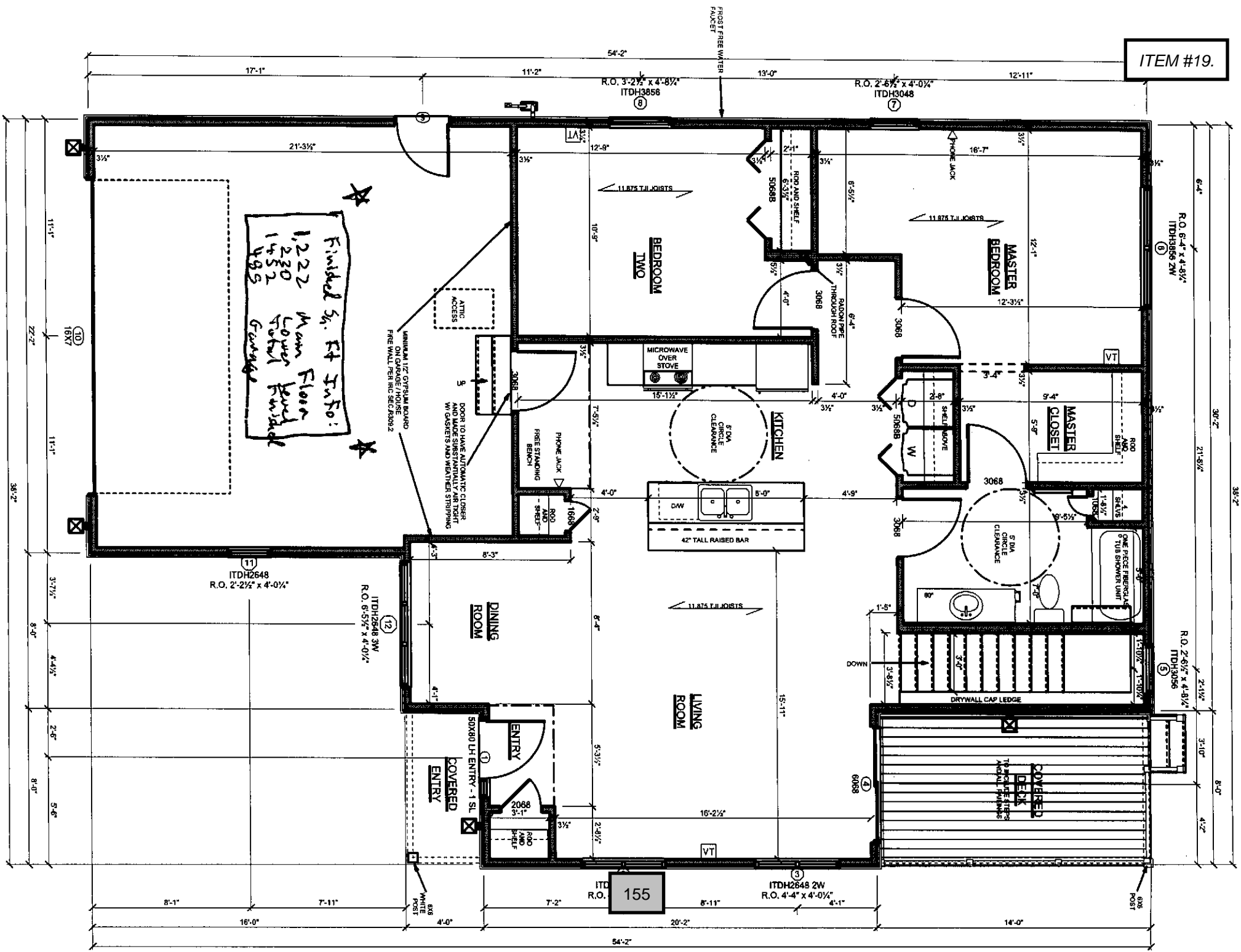


Widening to 60' Minimums



Dividing Lots Equally

ITEM #19.















Preliminary Opinion of Probable Cost  
Trail Improvements, City of Oelwein, Iowa

Segment 1a: Replacement of existing sidewalk with 8' trail from Aquatic Center to 5th Street (435').

NO.	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	2010-108-E-0	EXCAVATION, CLASS 10	141	CY	\$ 8.00	\$ 1,128
2	2010-108-I-0	SUBBASE, CRUSHED STONE, 4" THICK	484	SY	\$ 4.75	\$ 2,299
3	7030-108-A-0	REMOVAL OF SIDEWALK	250	SY	\$ 8.00	\$ 2,000
4	7030-108-E-0	TRAIL, PCC, 5" THICK, 8' WIDE	400	SY	\$ 45.00	\$ 18,000
5	7030-108-G-0	DETECTABLE WARNING	16	SF	\$ 50.00	\$ 800
6	7040-108-A-0	FULL DEPTH PATCHES	10	SY	\$ 120.00	\$ 1,200
7	9010-108-A-0	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.3	AC	\$ 4,500.00	\$ 1,350
8	11,010-108-A	CONSTRUCTION SURVEY	1	LS	\$ 1,500.00	\$ 1,500
9	11,020-108-A	MOBILIZATION	1	LS	\$ 2,000.00	\$ 2,000

ESTIMATED CONTRACT AMOUNT	\$	30,277
Construction Contingency (10%)	\$	3,028
Engineering Design, Construction Services, Project Administration	\$	5,000
<b>ESTIMATED PROJECT TOTAL</b>	<b>\$</b>	<b>38,305</b>

Dated: December 18, 2019

Preliminary Opinion of Probable Cost  
Trail Improvements, City of Oelwein, Iowa

Segment 1b: On-street pavement markings and signage between 5th Avenue NE and 3rd Avenue NW.  
Total length is 3,660 LF (0.69 mile).

NO.	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	38	EA	\$ 30.00	\$ 1,140
2	8040-108-E-0	SIGN, INSTALL	14	EA	\$ 150.00	\$ 2,100

ESTIMATED CONTRACT AMOUNT \$ 3,240  
Engineering Design, Project Administration \$ 750

ESTIMATED PROJECT TOTAL \$ 3,990

Dated: December 18, 2019

**Preliminary Opinion of Probable Cost  
Trail Improvements, City of Oelwein, Iowa**

**Segment 1c:** Off-road 8' wide PCC trail starting at the intersection of 3rd Ave. NW and 6th St. NW, westerly to Great Western Ave., then southeasterly generally paralleling the rail road tracks to the easterly end of the viaduct at West Charles Street.

NO.	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	2010-108-C-0	CLEARING AND GRUBBING	1	LS	\$ 12,000.00	\$ 12,000
2	2010-108-E-0	EXCAVATION, CLASS 10	1,800	CY	\$ 8.00	\$ 14,400
3	2010-108-F-0	CORE OUT EXCAVATION	300	CY	\$ 12.00	\$ 3,600
4	2010-108-I-0	SUBBASE, CRUSHED STONE, 6" THICK	5,991	SY	\$ 7.00	\$ 41,937
5	2010-108-J-2-c	REMOVAL OF KNOWN PIPE CULVERT	40	LF	\$ 10.00	\$ 400
6	2010-108-M-0	STABILIZATION MATERIAL	600	TON	\$ 16.00	\$ 9,600
7	4030-108-A-1	PIPE CULVERT, TRENCHED, HDPE, 30" DIA.	60	LF	\$ 80.00	\$ 4,800
8	4030-108-A-1	PIPE CULVERT, TRENCHED, RCP, 30" DIA.	24	LF	\$ 110.00	\$ 2,640
9	4030-108-A-1	PIPE CULVERT, TRENCHED, RCP, 15" DIA.	160	LF	\$ 55.00	\$ 8,800
10	4030-108-B-0	PIPE APRON, HDPE, 30" DIA.	2	EA	\$ 500.00	\$ 1,000
11	4030-108-B-0	PIPE APRON, RCP, 30" DIA.	2	EA	\$ 1,200.00	\$ 2,400
12	4030-108-B-0	PIPE APRON, RCP, 15" DIA.	4	EA	\$ 600.00	\$ 2,400
13	7030-108-A-0	REMOVAL OF SIDEWALK	87	SY	\$ 8.00	\$ 696
14	7030-108-C-0	SHARED USE PATH, PCC, 5" THICK. 8' WIDE	4,793	SY	\$ 41.00	\$ 196,513
15	7030-108-G-0	DETECTABLE WARNING	26	SF	\$ 50.00	\$ 1,300
16	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 1,500.00	\$ 1,500
17	8040-108-E-0	SIGN, INSTALL	20	EA	\$ 150.00	\$ 3,000
18	9010-108-A-0	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	3.5	AC	\$ 2,500.00	\$ 8,750
19	9040-108-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	200	LF	\$ 4.00	\$ 800
20	9040-108-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	200	LF	\$ 1.00	\$ 200
21	9040-108-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	200	LF	\$ 1.00	\$ 200
22	9040-108-O-1	STABILIZED CONSTRUCTION ENTRANCE	250	SY	\$ 10.00	\$ 2,500
23	11,010-108-A	CONSTRUCTION SURVEY	1	LS	\$ 12,000.00	\$ 12,000
24	11,020-108-A	MOBILIZATION	1	LS	\$ 23,000.00	\$ 23,000

<b>ESTIMATED CONTRACT AMOUNT</b>	\$	354,436
Construction Contingency (10%)	\$	35,444
Engineering Design, Construction Services, Project Administration	\$	66,000
<b>ESTIMATED PROJECT TOTAL</b>	<b>\$</b>	<b>455,880</b>

Dated: December 18, 2019

## Oelwein Public Library Minutes December 17, 2019

The Oelwein Public Library Board of Trustees held its regular board meeting on Tuesday, December 17, 2019 at 5:30 p.m. at the library.

Present: Gilson, Kerns, Berryman, Ingersoll, Christensen, and Macken. Also, City Administrator Mulfinger.

Absent: Mars

Kerns called the meeting to order at 5:34 p.m.

Berryman made a motion to approve the agenda and the minutes. Seconded by Gilson. Motion carried.

**City Administrator:** The City Administrator talked about the FY21 budget. Budget requests from the general fund will be around \$2.4 million compared to the projected revenue of \$2.1 million. All general fund departments should expect cut-backs in funding requests. New assessments will hopefully help the general fund. Franchise fees support the Capital Improvement Plan fund.  
Ingersoll arrives.

**Correspondences:** All Families Matter sent a message of appreciation for the use of the meeting room.

**Trustee Training:** The board reviewed the standard on evaluating the collection for its usefulness. On average, 3% of the collection is withdrawn each year due to wear, outdated information, or lack of circulation.

**Director's Report:**

- The library will be adding *The Fayette County GAR Records, The Fayette County Atlases: 1879, 1896, 1916, 1938, and The Roster of Iowa Soldiers in the War of the Rebellion – 6 vol. set* to the newspaper archive database. The cost will be shared among Fayette County libraries. Oelwein's cost is \$650.
- The Oelwein Daily Register gave permission to allow access to the historical newspaper through the library's website instead of limiting access to in-library use.
- A Holiday Escape Room will be offered during the school break, December 30-January 3.
- Staff will continue to work with the Senior Seminar student on using Hootsuite to post to Facebook and Instagram as library business accounts instead of personal accounts.
- Jeff Hughes has been hired as a library page. He started training on December 11.
- The library received a grant from the Northeast Iowa Charitable Foundation for \$13,000 to help with re-flooring the library.

**Friend's Report:**

- Friends are sponsoring Dan Davis from Luther College who will give a program on January 23 on his experiences as a deep sea diver exploring ancient shipwrecks.
- Memberships renewals will be mailed.
- The Chocolate Fest will be February 14. Friends would like to add beer tasting to the evening activities.



**Bills:** Bills were reviewed. The maintenance contract with Young’s Plumbing and Heating was renewed and Ken’s Electric replaced 4 light ballasts. Berryman made a motion to accept the bills. Seconded by Kerns. Motion carried.

**Accreditation:** The board revised the library mission statement to read:  
The Oelwein Public Library is a strong foundation providing programs and services that benefit our community. Our goal is to honor our storied past, enrich present lives, and encourage life-long learning. The library is a passport to success!  
Berryman made a motion to accept the mission statement, goals, and objectives. Seconded by Gilson. Motion carried.

Macken reviewed the ADA Checklist for Existing Facilities: Priority 1 – Approach and Entrance. The following items will be addressed:

- The signs with the International Symbol of Accessibility need to be raised so that the bottom of the sign is at least 60 inches above the ground. One sign measures 51 inches and the other measures 58 inches.
- The “van accessible” sign needs to be moved to the north space so that the lift gate can access the marked aisle.
- The door closers need to be adjusted so that it takes a minimum of 5 seconds to close from an open position of 90 degrees to a position of 12 degrees. Currently they measure 4 seconds.
- The mat on the carpet either needs to be securely attached or removed.

**Capital Improvement Plan:** The Capital Improvement Plan was discussed. A new item would be to provide an additional study room. The board came up with several ideas for utilizing the current spaces to accommodate a study room.

Gilson made a motion to approve the Capital Improvement Plan. Seconded by Kerns. Motion carried.

**Carpet Bids:** The following bids were received for re-carpeting the main library with commercial grade carpet squares and re-flooring the meeting room area with commercial grade luxury vinyl plank:

- Design Flooring - \$59,278
- Dessel-Roach - \$48,450
- Furniture Showcase - \$42,425

Berryman made a motion to accept the bid from Furniture Showcase. Seconded by Kerns. Motion carried.

Macken reported that Gondola Train from Potosi, WI will rent library shelf movers for \$425 for the first week and \$225 for additional weeks. The system uses jacks on wheels that lift the shelving units with the books in place to be wheeled to the side. The board expects the library will need to be closed for 2 weeks.

**Policy Review:**

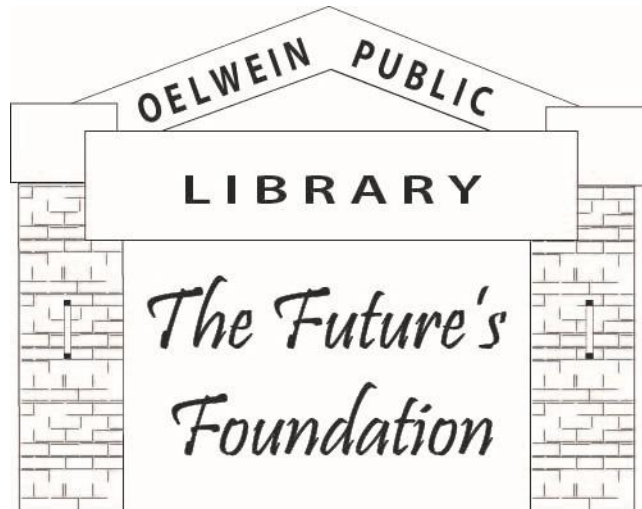
- Library Personnel Intro – Gilson made a motion to accept this policy as reviewed. Seconded by Berryman. Motion carried.
- Staff Responsibilities and Conduct – revisions to the section on body piercings and tattoos were made to reflect the city’s policy. Berryman made a motion to accept this policy as revised. Seconded by Gilson. Motion carried.

- Employee Levels and Benefits – the sections on Full Time Employee Benefits for vacation, casual days, sick leave, and longevity were removed as this is addressed in the city’s policy. Gilson made a motion to accept this policy as revised. Seconded by Kerns. Motion carried.
- Progressive Discipline Policy – Gilson made a motion to accept this policy as reviewed. Seconded by Kerns. Motion carried.

Gilson made a motion to adjourn at 7:20 p.m.

The next meeting will be January 14 at 5:30 p.m.

Respectfully submitted,  
Susan Macken



# Plan of Service

Effective January 2020 – January 2023

Approved by the Oelwein Public Library Board of Trustees

December 17, 2019

## **Library Board of Trustees**

Brett Ingersoll, President

Anita Mars, Vice President

Blake Kerns, Secretary

Callie Berryman

Catherine Gilson

Library staff collected demographics on the community of Oelwein using census information and city data. At the September 10, 2019 meeting, the Library Board of Trustees discussed the demographic information and how it affects the current library services. Ideas on what improvements could be made included the use of Instagram, showcasing materials available for checki-out at community events, offering afternoon programs for retired patrons, and incorporating an additional study room.

In addition, library staff designed a community survey that was available electronically on the library website and Facebook page. Paper copies were available at the library service desks, city hall, and at a wide variety of businesses throughout the community. The survey was available for two weeks with forty-six people responding. At the October 8, 2019 meeting, the Library Board of Trustees reviewed the results and the following conclusions were made:

- Patrons value the collection the most and gave the most recommendations for improving and expanding the collection.
- Patrons value the friendly, helpful staff and recommend having the library open on Sundays more often than the current time period of January – March.
- Patrons value having a beautiful, clean facility where people can meet and access information, especially through programs for all ages.

The results collected from demographics and the community survey were used to develop the library's plan of service.

Oelwein Public Library Plan of Service 2020-2023

Mission Statement FOR DISCUSSION

Current:

The foundation for a future of life-long learning.

Other proposed ideas:

The Belleville Public Library is a strong community partner providing programs and services that bring people together, foster creativity, and encourage lifelong learning. We preserve our storied past, enrich present lives, and prepare for an ever-changing future.

The Oelwein Public Library serves as a place in the community for people to share resources and information.

**Goal:** Residents will have access to a diverse, current collection.

**Objective:** The material budget will increase by 10% per year.

**Objective:** The collection will be evaluated and purged of unused and/or dated material each year.

**Objective:** New genres and mediums will be added as they are developed dependent on community interest.

**Goal:** Residents will receive exceptional customer service.

**Objective:** Staff will attend a minimum of one continuing education class per year.

**Objective:** Staff will take part in a minimum of one community event per year.

**Objective:** Staff will improve electronic communication methods by 2021.

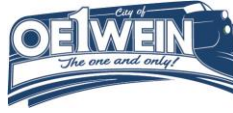
**Goal:** Residents will have a welcoming facility for meeting and interacting with others.

**Objective:** A study room enclosure will be integrated by 2021.

**Objective:** Parking lot plantings will be restored by 2022.

**Objective:** Exterior steel beams will be repainted by 2023.

**Objective:** Sunday hours will be expanded by 2023.



To: Mayor and City Council

From: Dylan Mulfinger

Subject: City Council Housing Committee Minutes

Date: 12/16/2019

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Present: Warren Fisk, LouAnn Milks, Dylan Mulfinger, Jay Shekleton, Brett DeVore

Mulfinger presented the current area for the CDBG grant. Mulfinger explained that Upper Explorerland is hoping to expand the area to get more applicants.

Devore questioned how the area was set in the initial grant.

Fisk stated that the area was set to match the housing action plan the city completed.

Milks wanted to see the area expand to catch north Frederick in hopes some of our most visible homes could get much needed help.

Fisk felt that dropping south of three would help those neighborhoods.

Mulfinger explained that he could work on the map and have it ready for council.

A discussion occurred on why people work in Oelwein and do not live in Oelwein.

Mulfinger asked what the committee wanted to work on next year and explained a full load is coming for the Community Development Department:

- Acquiring and working on 37 properties
- Rental inspection for 1/3 of the community
- Implementation of the city's revolving loan fund for housing improvements
- Enforcement of the city code for vacant and dilapidated structures

Fisk wanted a meeting with the landlords because he feels they are needed to make Oelwein housing better.

Devore planned on providing the requests at the next Hub City Landlord Association.

The meeting ended at 6:05



To: Mayor and City Council  
From: Dylan Mulfinger  
Subject: Administrator's Council Agenda Memo  
Date: 12/20/2019

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**Consent Agenda**

1. Consideration of a motion approving December 9, 2019 Council Minutes
2. Claims Resolution in the amount of \$982,565.37
3. Consideration of a Class 'B' Wine Permit Renewal for Oelwein Family Pharmacy
4. Consideration of a motion authorizing beer and wine tasting at Oelwein Public Library's Chocolate Festival February 14, 2020
5. Consideration of a motion approving Pay Request No. 1 in the amount of \$69,463.98 to Matt Construction for work completed on Wings Park Trail Improvements project  

90 percent of the project is complete with minor work being completed in the spring of 2020. The City Administrator recommends approving the pay request.
6. Consideration of a motion approving Pay Request No. 2 from Matt Construction, Inc. in the amount of \$74,151.81 for work completed on Wings Park Trail Improvements project  

90 percent of the project is complete with minor work being completed in the spring of 2020. The City Administrator recommends approving the pay request.
7. Consideration of a motion approving Pay Request No. 15 to Portzen Construction in the amount of \$10,488.01 for work completed on Disinfection and 42 Well Improvements Project  

Staff is working closely with Fox Engineering to finish this project. This project should be complete by spring of 2020. The well is operational and is serving the community. The City Administrator recommends approving this pay request.

**Public Hearing**

8. Public Hearing on the proposed plans, specifications, form of contract and estimate of cost for Oelwein Street Department Building Addition and Rehabilitation Project

**Ordinances**

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



This ordinance comes from recommendation of Police Chief Jeremy Logan. The safety committee reviewed this proposed ordinance and passed it in their committee for recommendation to council. A recommendation has been provided by Jeremy Logan and the first reading of this ordinance is also recommended for approval by the City Administrator.

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

The Parks and Rec committee provides recommendation to the City Council. This year they reviewed their ordinance to clean up language and make changes. Council is being provided with this recommendation from the Parks and Rec Board and Park Superintendent Joshua Johnson. The City Administrator recommends approving the first reading.

**Resolutions**

11. Consideration of a Resolution Filling the Vacancy in the Office of Council at Large by Appointment

The Mayor recommends an appointment to council and the council confirms this appointment by resolution. The appointment can be challenged with 144 signatures of community members. The City Administrator has been told by a community member that signatures are gathered.

12. Consideration of a Resolution Authorizing Temporary Closure of Public Ways or Grounds for Oelwein Odd Rods

This event has been providing a good time for Oelwein residents for many years. The City Administrator recommends approving the resolution.

13. Consideration of a Resolution to set Public Hearing on Proposed Disposal by Sale of the City's Interest in 14 2nd Avenue NW, 20 2nd Avenue NW, 24 2nd Avenue NW, 129 5th Avenue NE, 608 1st Avenue SE and 620 3rd Avenue SW all in Oelwein, Fayette County, Iowa

The city is working on selling property that has been acquired by the 657A process. This property is in need of serious rehabilitation. If no offers are received for these properties, they will be torn down. The City is also working with Northeast Iowa Community Action Agency on building a house on 2<sup>nd</sup> Ave NW. This item will be brought back to council for final approval. The City Administrator recommends setting the public hearing.

14. Consideration of a Resolution Amending the Oelwein Rental Inspection Policy

The Community Development Department has reviewed the Oelwein Rental Inspection Policy and recommends minor changes. The changes are minor and are mostly for staff and landlord clarification. No substantial changes to the program are needed as it enters its second year. The City Administrator recommends approving the resolution.





**Motions**

15. Consideration of a motion authorizing a three-year contract with T.P. Anderson & Company for auditing services

The Mayor and Council discussed working with TP and Anderson at a work session in November. Staff has been pleased with the service provided by T.P. Anderson and has a great working relationship with their team. The City Administrator recommends entering into another three-year agreement with T.P. Anderson for audit services.

16. Consideration of a motion awarding bid re: Street Department Building Addition and Rehabilitation Project

The Utilities Superintendent covers this item well in his memo to council. Funding for this item has been budgeted for in sale of the Donaldson Building dollars, Road User Tax, and Water Utility. Council has already approved this item in the budget, and the City Administrator is recommending awarding the bid to the lowest bidder.

17. Consideration of a motion authorizing signatures on Task Order with Fox Engineering in the amount of \$87,500.00 for West Water Tower Painting project

The West Water Tower is in need of maintenance and the city has the funding for this project. The Water utility fee has received enough revenue to pay for this project. The city will not be bonding and will be using cash on hand to cover the expenses of this project. A detailed image of the tower is attached showing the final project. The City Administrator recommends approving this task order.

18. Consideration of a motion approving the purchase of a Dump Truck with Snowplow and Hydraulics from Don's Truck Sales in the amount of \$115,255.35

Council discussed this purchase with staff in November. The city is in need of a new dump truck as aging equipment needs replaced. Utility Superintendent Vic Kane has provided a memo on this item. This item is substituting the purchase of the loader that council agreed on in the last budget. The City Administrator recommends approving this purchase.

19. Consideration of a motion authorizing signatures on Option to Purchase with Northeast Iowa Community Action Corporation Lots 5, 6, 7, Block 1, McDonald's Addition to Oelwein, Fayette County, Iowa locally known as 20 2nd Avenue NW

The City is working with Northeast Iowa Community Action (NEICA) to build homes in Oelwein. This agreement allows for NEICA to get started on their grant process. This home would be an excellent feature to 2<sup>nd</sup> Ave NW. The city is not selling this property tonight but making a commitment to NEICA. The City Administrator recommends approving this option to purchase.

20. Consideration of a motion authorizing signatures on an Agreement for Professional Services with Fehr Graham for City of Oelwein - Segment 1 Trail Improvements



ITEM #A.

Funding is in place and the Parks Department is ready to add a much-needed trail to the NW side of Oelwein. This trail is one of many that the city will work on for the next five years. Funding for this trail comes from the bond that the city is still working on and a great charitable gift from Northeast Iowa Charitable Organization. The City Administrator recommends approving this agreement with Fehr Graham.

ITEM #ii.

	Meeting Room Vinyl	Wear Layer	Thickness		Library Carpeting		Ounce Weight
Furniture Showcase	\$ 9,273.44	20 mil	5.5 mm		\$ 33,152.04	option 1 - one	20 oz
	10 year warranty						
					\$ 34,117.90	option 2 - multiple	15 oz - 26 oz
Design Flooring	\$ 8,961.74	12 mil	3.2 mm		\$ 50,316.40	option 2 - multiple	15 oz - 22 oz
	6 year warranty						
					\$ 49,929.22	option 1 - mixed	15 oz - 22 oz
						vinyl in library	5 mm/20 mil
Dessel-Roach	\$ 7,800.00				\$ 35,000.00		
	\$ 8,450.00	12 mil	3 mm		\$ 40,000.00		22 oz
	10 year warranty				\$ 45,000.00		

**City of Oelwein**  
**Capital Improvement Program Detail Sheet**



**Department: Library**

**Project Title: Masonry Maintenance and Repair**

Project Number:	Karr Tuckpointing	Project Start Date:	2021
GL Number:		Completion Date:	ongoing
Funding Source(s):	General Fund	Project Location:	Oelwein Library

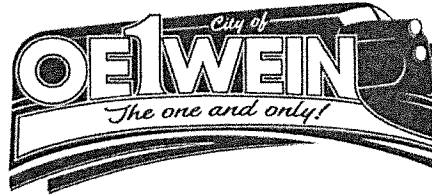
FY21	FY22	FY23	FY24	FY25	FY26	Total
\$5,000		\$5,000		\$5,000		\$15,000

**Project Description: Masonry Maintenance and Repair**  
 Efflorescence removal, powerwash surface dirt, tuckpoint damaged mortar joints, replace defective brick units, seal movement cracks, re-caulk. Allow \$15,000 - \$20,000 over a 10 year period.

**Budget Approval**

Amended  
 FY21 \_\_\_\_\_ FY22 \_\_\_\_\_ FY23 \_\_\_\_\_ FY24 \_\_\_\_\_ FY25 \_\_\_\_\_

## City of Oelwein Capital Improvement Program Detail Sheet



**Department: Library**

**Project Title: Replace computers**

Project Number:	Premier Technology	Project Start Date:	2022
GL Number:		Completion Date:	ongoing
Funding Source(s):	General Fund	Project Location:	Oelwein Library

FY21	FY22	FY23	FY24	FY25	FY26	Total
\$0	\$6,000	\$6,000	\$0	\$6,000	\$6,000	\$24,000

**Project Description: Replace computers**  
 Replace 6-9 computers on a rotational basis. Replace monitors as needed. Update switches and routers as needed.

**Budget Approval**

Amended  
 FY21 \_\_\_\_\_ FY22 \_\_\_\_\_ FY23 \_\_\_\_\_ FY24 \_\_\_\_\_ FY25 \_\_\_\_\_

## City of Oelwein Capital Improvement Program Detail Sheet



**Department: Library**

**Project Title: Study Room Addition**

Project Number: TBD	Project Start Date: 2021
GL Number:	Completion Date: 2021
Funding Source(s): General Fund	Project Location: Oelwein Library

FY21	FY22	FY23	FY24	FY25	FY26	Total
\$37,000	\$0	\$0	\$0	\$0	\$0	\$37,000

Project Description: Add a Study Room  
 Option 1: Steelcase IRYS Pod, self contained unit. \$37,000. Option 2:  
 2: Skutchi Sapphire glass frame. \$17,000. Option 3:  
 Contractor.

**Budget Approval**

Amended  
 FY21 \_\_\_\_\_ FY22 \_\_\_\_\_ FY23 \_\_\_\_\_ FY24 \_\_\_\_\_ FY25 \_\_\_\_\_

City of Oelwein  
Capital Improvement Program Detail Sheet



Department: Library

Project Title: Repaint Exterior Steel Beams

Project Number:	Personified	Project Start Date:	2024
GL Number:		Completion Date:	2024
Funding Source(s):	General Fund	Project Location:	Oelwein Library

FY21	FY22	FY23	FY24	FY25	FY26	Total
\$0	\$0	\$0	\$7,000	\$ -	\$ -	\$ 7,000.00

Project Description: Repaint Exterior Steel Beams

Budget Approval

Amended  
 FY21 \_\_\_\_\_ FY22 \_\_\_\_\_ FY23 \_\_\_\_\_ FY24 \_\_\_\_\_ FY25 \_\_\_\_\_

## City of Oelwein Capital Improvement Program Detail Sheet



**Department: Library**

**Project Title: HVAC**

Project Number:	Project Start Date:
GL Number:	Completion Date:
Funding Source(s):    General Fund	Project Location:        Oelwein Library

FY21	FY22	FY23	FY24	FY25	FY26	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0

**Project Description: HVAC**  
 According to the U.S. Department of Energy, Geothermal heat pump systems have an average 20+ year life expectancy and 25 to 50 years for the underground infrastructure.

**Budget Approval**

Amended  
 FY21 \_\_\_\_\_      FY22 \_\_\_\_\_      FY23 \_\_\_\_\_      FY24 \_\_\_\_\_      FY25 \_\_\_\_\_





# Progressive Disciplinary Action Form

Date:

Employee Name:

Department:

- Notice of Verbal Warning
- Notice of Written Warning
- Notice of Final Written Warning
- Notice of Termination

Statement of the problem: (violation of rules, policies, standards, practices, or unsatisfactory performance)

Prior discussion or warning on this subject: (oral, written, dates)

Statement of Library or City Policy on this subject:

Summary of corrective action to be taken:

Consequences of failure to improve conduct or correct performance:

Employee comments: (continue on reverse if necessary)

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Library Director Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** The employee's signature indicates that the notice has been given. It does not necessarily imply agreement with contents.  
 The employee receives a copy of the Disciplinary Action Form.  
 The Witness signature is only necessary for Written Warnings and Termination.

The Oelwein Public Library Board of Trustees will meet on Tuesday, December 17, 2019 at 5:30 p.m. at the Oelwein Public Library.

## AGENDA

**Roll Call**

**Agenda Approved**

**Minutes Approved**

**Correspondence and communications** – All Families Matter

**Trustee Training** – Library Collections - Weeding

**Director's Report** – New databases, Holiday Escape Room, Instagram, New Page, Grant

**Friend's Report** – Ancient Shipwrecks program

**Bills Approved** –

## Unfinished Business

## New Business

City Administrator - budget

Accreditation – Mission Statement and Goals, ADA Compliancy

Capital Improvement Plan

Carpet Bids

Policy Review – Library Personnel Intro p.43, Staff Responsibilities p.44, Employee Levels p.56-57,

Progressive Discipline Policy

## Adjournment

## November Statistics

### Circulation:

**19 November: 5,384**

*18 November: 5,726*

### Computer Use:

**19 November: 529    Wireless: 1,437**

*18 November: 636    Wireless: 2,184*

### Attendance:

**19 November: 3,128 ( ) Sunday**

*18 November: 4,051 ( ) Sunday*

### New Patrons:

**19 November: 14**

*18 November: 18*

### Program Attendance:

**19 November: 101**

*18 November: 161*

### Acquisitions:

**Books 89**

**CD's 14**

**Movies 13**

**BRIDGES Downloads: 272**

**eBooks: 174**

**Audio: 96**

**eMagazines: 2**

**HOOPLA Downloads: 71**

**eBooks: 21**

**Audio: 26**

**Movies: 7**

**Comics: 8**

**Music: 3**

**TV: 6**

31. (Tier 3) Every item in the library's collection is evaluated for retention, replacement, or withdrawal on a regular basis to determine its usefulness according to the library's collection development policy. On average, three percent or more of the collection is withdrawn each year. An average based on the last three years of withdrawals will be used to determine this standard.

## Employee Levels and Benefits

September 8, 2005

Revised 5/8/08, 1/21/10, 6/9/10, 7/13/16, 12/17/19

Reviewed 2/13/14

ITEM #ii.

### Employee Levels

- Full-time salaried director
  - Full Benefits
- Full-time hourly librarians
  - Full Benefits
- Part-time hourly librarians scheduled an average of 25-39 hours per week
  - After one year of employment, five days' **vacation** based on the scheduled hours for each day taken as vacation.
- Part-time hourly librarians scheduled under an average of 25 hours per week
- Page positions based on hours needed.
  - Pages are allowed three unplanned absences per rolling twelve-month period.
  - Pages will need a doctor's excuse after missing three consecutive scheduled days of work due to illness.

### Full-Time Employee Benefits

Full-time library employees use *The City of Oelwein Personnel Policy Manual* for Sick Leave, Insurance, Vacation Schedule, Holidays, Family Leave, and Longevity.

### Holidays

- **Part-time** hourly librarians scheduled to work a minimum average of 20 hours per week will have the following paid holidays:
  - Memorial Day
  - Thanksgiving
  - Christmas

### Director's Holiday Schedule:

New Years Day—January 1<sup>st</sup>  
Memorial Day—Last Monday in May  
Independence Day—July 4<sup>th</sup>  
Labor Day—First Monday in September  
Veterans Day—November 11<sup>th</sup> (Library is open)  
Thanksgiving Day—Last Thursday in November  
Day following Thanksgiving—Friday (Library is open)  
Christmas Eve Day—December 24<sup>th</sup>  
Christmas Day—December 25<sup>th</sup>

Due to the nature of the library schedule, the director may exchange a holiday the library is open for a more convenient day. Regular holiday pay will be paid.

**Full-Time Hourly Employee's Holiday Schedule:**

New Years Day—January 1<sup>st</sup>  
 Memorial Day—Last Monday in May  
 Independence Day—July 4<sup>th</sup>  
 Labor Day—First Monday in September  
 Veterans Day—November 11<sup>th</sup> (Library is open)  
 Day before Thanksgiving—Wednesday (Library is open)  
 Thanksgiving Day—Last Thursday in November  
 Christmas Eve Day—December 24<sup>th</sup>  
 Christmas Day—December 25<sup>th</sup>

Due to the nature of the library schedule, if a full-time hourly employee works on a holiday the library is open, a substitute day will be designated as a holiday. Regular holiday pay will be paid.

**Closing due to Inclement Weather or Unforeseen Circumstances**

- Full-Time hourly librarians have the option to either
  - make up the hours as close to the closed day as possible
  - use vacation time
- Part-Time hourly librarians normally scheduled to work have the option to either
  - make up the hours as close to the closed day as possible
  - use vacation time
  - not be paid

**Schedules**

- The director sets the number of hours for employees.
- The director sets schedule of hours worked by the staff.
- Schedules for full-time hourly employees must run from Sunday to Saturday with a mandatory limit of 40 scheduled hours.
- A full-time employee working on Saturday must take comparable hours off the previous week.
- A full-time employee working on Sunday must take comparable hours off the following week.

## Personnel Policies

October 11, 2001

Reviewed 1/10/07, 1/21/10, 7/15/13, 8/10/16, 9/10/19

The policies and procedures as established by the Board of Trustees within the guidelines of the laws of the State of Iowa shall determine the actions and attitudes of the library staff.

The Board of Trustees has adopted the City of Oelwein personnel policy with the following modifications: In order to establish the powers and responsibilities of the Oelwein Library Board of Trustees, references to the term of "CITY ADMINISTRATOR" in the City of Oelwein Personnel Policy would change to imply the "BOARD OF TRUSTEES" or the "LIBRARY DIRECTOR" where appropriate.

The special job descriptions and personnel policies on the following pages have been adopted for the library staff by the Board of Trustees. These policies are an extension of the City of Oelwein personnel policy, and will govern both the full-time and part-time employees in these special situations.

## Staff Responsibilities and Conduct

ITEM #ii.

October 11, 2001

Reviewed 1/10/07, 7/15/13

Revised 10/18/07, 2/11/10, 8/10/16, 11/12/19

### **Professional Responsibilities**

- To maintain the principles of the American Library Association *Library Bill of Rights*, *Code of Ethics*, *Freedom to Read Statement*, and *Freedom to View Statement*.
- To learn and execute the established policies and procedures of the Oelwein Public Library.
- To address patron needs or concerns with courtesy, objectivity, and an open attitude.
- To protect the confidential relationship that exists between a library user and the library.
- To protect the privacy of patrons and staff.
- To serve all patrons equally according to their needs.
- To make the resources and services of the library easily accessible and known to all current and potential users.
- To carry out the policies of the library in a spirit of cooperation.
- To avoid any possibility of personal gain at the expense of the library.
- To be aware of the obligations of employment and of what constitutes abuse of working conditions and benefits.
- To carry out assignments so that the other staff members do not need to assume added responsibilities, except in times of emergency.
- To keep all work areas orderly and maintain library equipment, furnishings, and property.

### **Professional Conduct**

- All staff members should be in the library and ready for work on time.
- Conversations with co-workers or patrons should be kept to a minimum and should never interfere with service to patrons.
- Personal telephone calls should be kept to a minimum.
- Personal use of library computers should occur during breaks or unscheduled times.
- Smoking is not allowed in the library.
- Gum chewing or eating while at work is not allowed in public areas.
- Attire not to be worn
  - Blue Jeans
  - Athletic shorts, sweat pants, sweatshirts, biking pants, or wind breakers
  - Shirts with writing or picture decals
  - Halter tops, tops with spaghetti straps, or tops exposing bare midriffs
  - Body piercings, including ear lobe gauges/plugs (other than two earrings worn in each ear), should not be visible or must be removed or covered if deemed inappropriate by the library director. No jewelry should cause a safety hazard (i.e., items that can be pulled or caught on objects or in machinery or equipment).
  - Tattoos must be kept covered if deemed inappropriate by the library director.
  - Any item that would cause a distraction or would not project a positive image of the library in the community

(44)

**Patron Information** - see policy on Confidentiality

- Information that may be released:
  - Information listed in the city directory or telephone book
  - List of patrons
  - Information may be obtained through a court order, warrant, or National Security Letter
- Information that may **not** be released:
  - Registration
  - Circulation
  - Information sought or received

**Employee Information**

Requests should be forwarded to the director or, if unavailable, the acting director.

- Information that may be released:
  - Verification of employment
  - Employee's salary range
  - All other requests shall be deferred to City Hall
  - Information may be obtained with a subpoena





ITEM #iii.

# Waterloo traffic cams nab 20,000

## More than \$900,000 in fines paid over 1 year

**TIM JAMISON**  
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**WATERLOO** — The city's traffic cameras caught nearly 20,000 vehicles speeding or running red lights and generated more than \$900,000 in fine revenue in one year.



**Trelka**

More than half of the motorists said Police Chief Dan Trelka, who

mailed citations implemented the program with under the Waterloo City Council approval over the past two years. "But the bottom line is: I have no doubt that Waterloo's roads are safer because of this program."

authorized to issue speeding citations. While the volume of citations may have been higher than Trelka expected, it pales in comparison to a similar system in Cedar Rapids. Records show Cedar Rapids issued more than 26,000 speeding citations in just the month of July this year, fueled primarily by fixed cameras on Interstate 380.

## FROM THE FRONT PAGE

### Traffic cams

From A4

"I was doing 30 to 40 (apples) a month," Trelka said. "The standard I was using was the police office standing at the (vehicle) door." While Trelka said he upheld 60 to 70 percent of the citations, he did drop some where motorists proved they were on a medical or other emergency. He noted he halved the fine for a low-income veteran who pleaded hardship and had an otherwise clean driving record.

Trelka, who is retiring this month, has handed the appeal duties off to a couple of sergeants who are "a little more rigid than I was" in upholding the citations.

### Collections

Records from the city's finance department show paid automated traffic enforcement citations during the year ending Nov. 1, 2019, generated \$914,201. About \$543,069 went into city coffers while \$371,132 went to Sensys Gatsos, which receives \$36 from each paid citation to cover its cost of supplying and operating the system.

The City Council initially passed a resolution saying the revenue would be held for a full year and used in the next year's budget for "property tax relief." However, council members backtracked on the plan this year when \$240,000 in revenue was used early to plug a budget shortfall due to higher-than-expected

### Wage increases

negotiated with city unions. There was significant debate when Waterloo adopted the automated traffic enforcement program about whether vehicle owners were truly obligated to pay the fines because it is not legal to report unpaid amounts to credit ratings agencies.

The city also is unable to put holds on registration renewals for vehicles based on unpaid traffic camera citations. It is able to hold up registrations for unpaid parking tickets, which are similar citations issued to the owner and not neces-

### Records show

roughly 60 percent of the citations mailed by Sensys Gatsos are being paid currently. But Trelka expects the payment rates will increase soon. The city adopted a "chronic nuisance vehicle" ordinance last year which will result in a municipal infraction ticket being issued in person by a police officer to vehicle owners cited three times in one year by a traffic camera. That is handled through the court system and carries higher fines.

Trelka said the city has also started using the state

### "The bottom line is: I have no doubt that Waterloo's roads are safer because of this program."

**Police Chief Dan Trelka**

income offset program to collect unpaid traffic camera fines. That program allows the city to put a hold on any state payments — including income tax returns and gaming winnings, for example — until a person settles unpaid balances with the city.

### While there are no current plans for the city to add additional camera locations, Trelka said it may be necessary to shift the enforcement zones in the future based on crash data and changes in traffic patterns.

"My vision in implementing this program with fixed cameras, moving cameras, the hand-held cameras — was to have people driving in our city and constantly be wondering where that thing is today," he said. "I want them to think, 'I better check and see what the speed limit is.'"