



Agenda

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

September 11, 2023
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Lynda Payne

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

Call to Order

1. Moment of silence in remembrance of September 11th, 2001.

Pledge of Allegiance

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

Consent Agenda

1. Consideration of a motion approving the August 28, 2023 minutes.

Ordinances

2. Consideration of an ordinance amending Section 22-127 to update handicap parking utilization. - Second Reading

Resolutions

3. Consideration of a resolution adopting a 28E for sharing of Law Enforcement Officers and Providing Emergency Response Assistance.
4. Consideration of a resolution directing staff to recover underbilled utility fees.
5. Consideration of a resolution approving project administration with Fehr Graham for the 2023 Event Center Parking Improvement Project for \$12,000.00.
6. Consideration of a resolution authorizing the submittal of a Reconnecting Communities Pilot Program grant to the United States Department of Transportation to support the development of a comprehensive plan to support the reconstruction of the Charles Street bridge and viaduct.
7. Consideration of a resolution approving a one-year lease with Geroge Tegeler for Fixed Based Operator (FBO) services at the Oelwein Municipal Airport (OLZ).
8. Consideration of a resolution approving Pay Estimate No. 2 for the Pool Backwash Drain Project in the amount of \$45,311.01 to Bacon Concrete LLC.

- [9.](#) Consideration of a resolution approving Pay Estimate No. 3 for the Pool Backwash Drain Project in the amount of \$7,834.95 to Bacon Concrete LLC. and Project Acceptance
- [10.](#) Consideration of a resolution approving Pay Application No. 2 for the NE Sanitary Sewer Project in the amount of \$481,762.62 to Dave Schmidt Construction.

Motions

- [11.](#) Consideration of a motion to approve the recommendation from the Planning, Finance, Enterprise, and Economic Development on the Hotel Motel funding request from the Williams Center for the Arts in the amount of \$1,500.00.
- [12.](#) Consideration of a motion to approve the recommendation from the Planning, Finance, Enterprise, and Economic Development Committee on the Hotel Motel funding request from O-Town Mania in the amount of \$2,500.00.
- [13.](#) Consideration of motion to approve the recommendation from Planning, Finance, Enterprise and Economic Development Committee on the Demolition Assistance Application for 420 8th St SW.
- [14.](#) Consideration of a motion to accept the recommendation from the Planning, Finance, Enterprise, and Economic Development Committee on the Demolition Assistance Application for 1126 South Frederick.
- [15.](#) Consideration of a motion to approve the recommendation from the Planning, Finance, Enterprise, and Economic Development Committee on the house forfeiture request of 204 8th Ave SW.
- [16.](#) Consideration of a motion to approve the recommendation from the Planning, Finance, Enterprise, and Economic Development Committee on the offer to purchase 9 1st St SW to Shama Ministries.

Committee Reports

Council Updates

Mayor's Report

City Administrator's Report

- [A.](#) City Administrator.

Adjournment

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



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
August 28, 2023 - 6:00 PM

Pledge of Allegiance

Call to Order

Mayor DeVore called the meeting to order at 6:03PM.

Roll Call

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

Also Present: Mayor DeVore, City Administrator Mulfinger, City Clerk Rigdon, City Attorney Doug Herman, Administrative Assistant Kaylonna McKee, Guest Council Member Robby McKeeman, 714 3rd Ave SW

Absent: NA

Additions or Deletions

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

All aye. Motion carried.

Consent Agenda

1. Consideration of a motion approving the August 14, 2023 minutes.
2. Claims resolution in the amount of \$711,963.10.
3. Consideration of a motion to approve payment to AECOM in the amount of \$1,643.35 for the Airport Repavement Project.

A motion was made by Weber, seconded by Lenz to approve the consent agenda.

All aye. Motion carried.

Public Hearings

4. Public Hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement.

Mayor DeVore opened the public hearing.

No oral or written comments were received.

Mayor DeVore closed the public hearing.

Ordinances

5. Consideration of an ordinance amending Section 22-127 to update handicap parking utilization. - First Reading

A motion was made by Weber, seconded by Garrigus to approve the first reading of the ordinance amending Section 22-127 to update handicap parking utilization.

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

Nays: NA

Motion carried.

Resolutions

6. Consideration of a resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5445-2023.

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

Nays: NA

Motion carried.

7. Consideration of a resolution approving a parcel split within Oelwein's two-mile review area for Doug Bryan.

A motion was made by Stewart, seconded by Weber to adopt Resolution No. 5446-2023.

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

Nays: NA

Motion carried.

8. Consideration of a resolution to accept Change Order No. 2 in the amount of -\$31,732.00 for the 2022 Residential and Commercial Demolition Project with Bryan Construction.

A motion was made by Stewart, seconded by Lenz to adopt Resolution No. 5447-2023.

Ayes: Weber, Lenz, Seeders, Payne, Stewart

Nays: NA

Abstain: Garrigus

Motion carried.

9. Consideration of a resolution declaring 637 5th Ave SW an unsafe structure.

A motion was made by Stewart, seconded by Lenz to adopt Resolution No. 5448-2023.

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

Nays: NA

Motion carried.

10. Consideration of a resolution declaring 632 5th Ave SW an unsafe structure.

A motion was made by Stewart, seconded by Payne to adopt Resolution No. 5449-2023.

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

Nays: NA

Motion carried.

11. Consideration of a resolution approving \$20,000 in funding for the Oelwein Celebration for Calendar Year 2024 Celebration.

City Administrator Mulfinger stated \$5,000 of funding would come from Hotel/Motel Tax and the remaining \$15,000 would come from the Economic Development fund.

A motion was made by Seeders, seconded by Payne to adopt Resolution No. 5450-2023.

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

Nays: NA

Motion carried.

Motions

12. Consideration of a motion to approve the purchase of a variable frequency drive from Automatic Systems in the amount of \$18,942.00.

A motion was made by Stewart, seconded by Garrigus to approve the purchase of a variable frequency drive from Automatic Systems in the amount of \$18,942.00.

All aye. Motion carried.

13. Consideration of a motion to approve \$21,545.00 in improvements for the concession stand at the Oelwein Sports Complex with AR General Construction.

A motion was made by Weber, seconded by Stewart to approve \$21,545.00 in improvements for the concession stand at the Oelwein Sports Complex with AR General Construction. The city's portion being 10% of the \$21,545.00 totaling \$2,154.50.

All aye. Motion carried.

Committee Reports

14. Report from Garrigus on the Park and Recreation Commission minutes.

For full minutes, visit: cityofuelwein.org/bc-parks/page/parks-and-recreation-7

Mayor's Report

Consideration of a motion to approve the Mayor's recommendation to appoint Renee Cantrell to the Airport Board.

A motion was made by Seeders, seconded by Weber to approve the Mayor's recommendation to appoint Renee Cantrell to the Airport Board.

All aye. Motion carried.

City Attorney's Report

City Attorney Herman met with the Community Development Department to work on setting up a real estate transaction process. He also presented a list of properties to Council with where he is at regarding the property nuisance issues.

City Administrator's Report

City Administrator.

On September 11, 2023, the City Administrator and representatives from the school will meet with the Fayette County Board of Supervisors to discuss the abatement of city owned property taxes as per §445.63 of the Iowa Code.

Adjournment

Additional Information.

A motion was made by Lenz, seconded by Weber to adjourn the meeting at 6:32PM.

All aye. Motion carried.

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held August 28, 2023 and copy of said proceedings was furnished to the Register August 31, 2023.

Dylan Mulfinger, City Administrator

ORDINANCE NO. 1208

AN ORDINANCE AMENDING SECTION 22-127 TO UPDATE HANDICAP PARKING UTILIZATION AS LISTED PERTAINING TO THE CODE OF ORDINANCES OF THE CITY OF OELWEIN, IOWA

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

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by adding and deleting the following within SECTION 22-127. HANDICAPPED PARKING DESIGNATED :

4. West Charles Street

- A. The parking space adjacent to ~~13~~ on the southeast corner adjacent to 25 West Charles Street.
- B. The parking space adjacent to 28 West Charles.

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

First reading – August 28, 2023
 Second reading – September 11, 2023
 Third reading – September 25, 2023

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 25th day of September, 2023.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded September 26, 2023.

Dylan Mulfinger, City Administrator

First Reading on August 28, 2023:
It was moved by Weber and seconded by Garrigus that the Ordinance as read be adopted, and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
Garrigus	x			
M Weber	x			
Lenz	x			
Payne	x			
Stewart	x			
Seeders	x			

Second Reading on September 11, 2023:

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

AYES NAYS ABSENT ABSTAIN

Garrigus
M Weber
Lenz
Payne
Stewart
Seeders

Third Reading on September 25, 2023:

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

AYES NAYS ABSENT ABSTAIN

Garrigus
M Weber
Lenz
Payne
Stewart
Seeders



RESOLUTION NO. _____-2023

RESOLUTION ADOPTING 28E FOR SHARING OF LAW ENFORCEMENT OFFICERS AND PROVIDING EMERGENCY RESPONSE ASSISTANCE (Special Response Team)

WHEREAS, the Oelwein Police Department and the Independence Police Department have created a joint special response team, and

WHEREAS, the Cities of Oelwein and Independence wish to continue and update all prior 28E agreements for mutual aid assistance

WHEREAS, the cities have enjoyed the assistance of the others mutual aid response in the past, this formal partnership is a way to serve the both communities while providing our police officers valuable training; and

WHEREAS, the first priority for the Oelwein Police Department is service to the City of Oelwein and these calls will be prioritized accordingly; and

WHEREAS, the first priority for the Independence Police Department is service to the City of Independence and these calls will be prioritized accordingly; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oelwein, Iowa, this agreement is hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, this agreement will be filed as a 28E agreement with the Iowa Secretary of State's Office.

PASSED AND APPROVED this 11th day of September, 2023.

Brett DeVore, Mayor

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

Attest:

Dylan Mulfinger, City Administrator

September 11, 2023

Stewart
Weber
Lenz
Garrigus
Seeders
Payne

Enclosure: Agreement (4 pages).

**28E AGREEMENT FOR SHARING OF LAW ENFORCEMENT OFFICERS AND PROVIDING
EMERGENCY RESPONSE ASSISTANCE**

(Special Response Team)

THIS JOINT POWERS AGREEMENT is made and entered into by and between the Independence Police Department and the Oelwein Police Department, acting and by through their governing bodies.

WITNESSETH THAT:

WHEREAS, the above listed law enforcement agencies and their governmental units recognize that there are circumstances where the assistance of the law Enforcement departments of other governmental units would be important in protecting the health, safety, and welfare of the public including apprehending criminals; and;

WHEREAS, to provide such protection it is necessary that neighboring governmental units provide for the sharing of their respective sources.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the undersigned units of government, do covenant and agree pursuant to Iowa Statutes 804.7B (House File 2262) and Chapter 28E as follows:

I. PURPOSE:

The purpose of this Agreement is to provide law enforcement assistance to governmental units, which are a party to this Agreement, in circumstances where such assistance would enable a governmental unit to more adequately deal with situations involving public health, safety and welfare. Such situations include but are not limited to:

- A. Major disasters where keeping the public peace is necessary.
- B. Crimes in progress or criminals in flight in a governmental unit where the assistance of law enforcement from other governmental units would be helpful In apprehending the criminals.

II. METHOD

The purpose of this Agreement shall be fulfilled through the provision of law enforcement assistance by parties to this Agreement. Law Enforcement personnel may enter the

Jurisdiction of a governmental unit of a party to this Agreement and may exercise all powers as allowed pursuant to Iowa Code Section 804,7B, including the power of arrest, in the following circumstances and under the following conditions:

- A. In circumstances described in paragraph one, the following procedure shall be followed:
1. The unit of government which requires law enforcement assistance (hereinafter called "requesting party"), through its chief of law enforcement officer, or designee, may, at its discretion, call upon any other party to this Agreement (hereinafter called the "responding party"), through its chief law enforcement officer, or designee, to furnish such assistance to the requesting party and to request for that purpose: personnel; equipment; and supplies from the responding party.
 2. The responding party reserves the right to retain for its own use such personnel, equipment, and supplies as in its discretion may be necessary for its proper and adequate protection. In the event an emergency arises within the jurisdiction of the responding party while the equipment, personnel and supplies of that governmental unit are engaged by the requesting party, the responding party may, in its discretion, recall such equipment, personnel and supplies.
 3. The requesting party's personnel shall be in command of the mutual aid incident; However, the personnel and equipment of the responding party shall remain under the direction and control of the responding party.
 4. No provisions set forth within this agreement shall act to suggest or imply that any officers or personnel of the responding party are in any manner employees or agents of the requesting party, the State of Iowa, or any political subdivision thereof,
- B. If a crime is in progress or criminals are in flight in the jurisdiction of a party to this Agreement, law enforcement personnel, from a different party, may upon being informed of such an occurrence by the communications center or other law enforcement official, enter the jurisdiction of the other party, Upon the resolution of the situation which occasioned the responding personnel to enter a requesting party's jurisdiction, the responding personnel shall return to their jurisdiction,

III. **EXPENSES:**

The responding party shall be responsible for the expenses associated with its personnel, equipment, and supplies; Including the payment of its personnel's wages and the cost of supplies expended, used, or damaged while so engaged, Equipment and supplies shall be returned to the responding party upon the return of the personnel to the responding unit,

IV. **LIMITATION:**

In the event weather, road conditions or other circumstances are such that, in the discretion of the responding party, equipment, personnel, and supplies cannot be furnished to the requesting party with reasonable safety, the responding party may refuse to authorize and direct assistance to the requesting party. The decision of the responding party as to what assistance shall be furnished and whether assistance shall be withheld or withdrawn, as provided herein, shall be final and conclusive, and shall give rise to no liability on the part of the responding party for failure to furnish assistance,

V. LIABILITY

- A. Worker's Compensation Coverage: Each party will maintain worker's compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement.
- B. Each party agrees to indemnify and hold harmless any other party from and against third party claims arising out of the Indemnifying party's performance under this Agreement, to the extent allowed by law.
- C. Automobile Liability Coverage: Each participating party is responsible for complying with the motor vehicle financial responsibility laws of the State of the participating party, it is understood that a participating party may include in the emergency response volunteer agencies or individual. it is the responsibility of the participating agency to determine if the volunteer agency or individual has automobile liability coverage as required by law,
- D. General liability, Public Officials Liability, and Law Enforcement Liability: Officers or law enforcement personnel making arrests or conducting law enforcement activities as part of this 28E Agreement, shall not be considered, implied or deemed to be employees or agents of the requesting party, the State of Iowa, or any political subdivision of the State of Iowa,
- E. The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

VI. EFFECTIVE DATE:

This Agreement shall be effective when approved and executed by two or more of the participating law enforcement agencies to this Agreement and their respective governing bodies, Additional law enforcement agencies and their governing bodies may join this Agreement through proper execution of this Agreement and this Agreement shall be effective as to such parties upon execution,

VII. TERMINATION AND WITHDRAWAL:

Any law enforcement agency that is part of this Agreement may withdraw from this Agreement upon thirty (30) days written notice delivered to the chief law enforcement officers of all other law enforcement agencies that are parties to this Agreement. Such withdrawal shall not terminate this Agreement except as to such party and this Agreement shall continue unless and until there is only one remaining party.

VIII. DIVISION OF ASSETS:

If the Emergency Response Unit dissolves, any assets held by the Special Response Team shall be divided between any law enforcement agencies remaining in the Emergency Response Unit at the time of dissolution. Said assets will be divided as those remaining law enforcement agencies see fit.

IN WITNESS WHEREOF, the undersigned have executed this Agreement pursuant to the authorization of their governing bodies.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties provided herein.

RESOLUTION NO. _____-2023

RESOLUTION DIRECTING STAFF TO RECOVER UNDERBILLED UTILITY FEES

WHEREAS, the City of Oelwein is annually audited and the auditors discovered on August 10, 2023 that DCW at 1001 3rd St. NW was classified wrong in the utility billing system; and

WHEREAS, DCW was classified as a high end user when they were to be classified to the flat rate for water and sewer; and

WHEREAS, the underbilling occurred from July 2021 to July of 2023; and

WHEREAS, the amount underbilled amounted to \$27,048.82; and

WHEREAS, city staff is requesting approval from council to recover these funds from DCW; and

WHEREAS, procedures have been changed to ensure that underbilling and misclassification does not happen again; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa directs staff to recover \$27,048.22 in underbilled utility fees

Passed and approved this 11th day of September 2023.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

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

Attest:

Dylan Mulfinger, City Administrator

September 11, 2023.

DCW - Under billing

	USAGE	AMOUNT BILLED	S/H/B billed	Underbilled Amount	Sales Tax not collected
7/31/2021	107,976	\$ 6,283.65	\$ 7,158.96	\$ 875.31	\$ 61.27
8/31/2021	100,310	\$ 5,838.26	\$ 6,651.47	\$ 813.21	\$ 56.92
9/30/2021	88,290	\$ 5,139.89	\$ 5,855.74	\$ 715.85	\$ 50.11
10/31/2021	107,947	\$ 6,281.97	\$ 7,157.04	\$ 875.07	\$ 61.25
11/30/2021	124,217	\$ 7,227.25	\$ 8,234.11	\$ 1,006.86	\$ 70.48
12/31/2021	97,888	\$ 5,697.54	\$ 6,475.22	\$ 777.68	\$ 54.44
1/31/2022	88,461	\$ 5,149.83	\$ 5,867.06	\$ 717.23	\$ 50.21
2/28/2022	84,073	\$ 4,894.89	\$ 5,576.58	\$ 681.69	\$ 47.72
3/31/2022	101,680	\$ 5,917.85	\$ 6,742.16	\$ 824.31	\$ 57.70
4/30/2022	109,470	\$ 6,370.45	\$ 7,257.86	\$ 887.41	\$ 62.12
5/31/2022	86,656	\$ 5,044.96	\$ 5,747.57	\$ 702.61	\$ 49.18
6/30/2022	92,200	\$ 5,367.07	\$ 6,114.59	\$ 747.52	\$ 52.33
7/31/2022	94,617	\$ 5,507.49	\$ 6,587.38	\$ 1,079.89	\$ 75.59
8/31/2022	118,559	\$ 6,898.52	\$ 8,251.35	\$ 1,352.83	\$ 94.70
9/30/2022	101,311	\$ 5,896.41	\$ 7,052.61	\$ 1,156.20	\$ 80.93
10/31/2022	126,987	\$ 7,388.19	\$ 8,837.09	\$ 1,448.90	\$ 101.42
11/30/2022	98,795	\$ 5,750.23	\$ 6,877.75	\$ 1,127.52	\$ 78.93
12/31/2022	93,677	\$ 5,452.88	\$ 6,522.05	\$ 1,069.17	\$ 74.84
1/31/2023	97,874	\$ 5,696.72	\$ 6,813.74	\$ 1,117.02	\$ 78.19
2/28/2023	109,571	\$ 6,376.32	\$ 7,626.68	\$ 1,250.36	\$ 87.53
3/31/2023	113,401	\$ 6,598.84	\$ 7,892.87	\$ 1,294.03	\$ 90.58
4/30/2023	133,867	\$ 7,787.92	\$ 9,315.25	\$ 1,527.33	\$ 106.91
5/31/2023	113,378	\$ 6,597.51	\$ 7,891.27	\$ 1,293.76	\$ 90.56
6/30/2023	92,797	\$ 5,401.75	\$ 6,460.89	\$ 1,059.14	\$ 74.14
7/31/2023	58,828	\$ 3,428.15	\$ 4,306.52	\$ 878.37	\$ 61.49
				\$ 25,279.27	\$ 1,769.55
					\$ 27,048.82

7/1/2021

WATER

SEWER

CUBIC FEET USED	97888	97888	CUBIC FEET USED
LESS MINIMUM	75	75	LESS MINIMUM
EQUALS	97813	97813	EQUALS
DIVIDED BY 100	100	100	DIVIDED BY 100
EQUALS	978.13	978.13	EQUALS
X 3.98	3.98	6.62	X 6.62
EQUALS	3,892.96	6,475.22	EQUALS
PLUS MINIMUM	9.97	15.91	PLUS MINIMUM
WATER TOTAL	3,902.93	6,491.13	SEWER SUBTOTAL
TAX	1.07	273.20	7% TAX
	4,176.13		SEWER TOTAL
INFRASTRUCTURE FEE	4.00		
SEWER INFRASTRUCTURE		0.00	
TOTAL BILL	4,180.13	6,491.13	

Bill total without LF/RC \$ **10,671.26**

RESOLUTION NO. _____-2023

RESOLUTION DIRECTING STAFF TO RECOVER UNDERBILLED UTILITY FEES

WHEREAS, the City of Oelwein is annually audited and the auditors discovered on August 10, 2023 that DCW at 1001 3rd St. NW was classified wrong in the utility billing system; and

WHEREAS, DCW was classified as a high end user when they were to be classified to the flat rate for water and sewer; and

WHEREAS, the underbilling occurred from July 2021 to July of 2023; and

WHEREAS, the amount underbilled amounted to \$27,048.82; and

WHEREAS, city staff is requesting approval from council to recover these funds from DCW; and

WHEREAS, procedures have been changed to ensure that underbilling and misclassification does not happen again; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa directs staff to recover \$27,048.22 in underbilled utility fees

Passed and approved this 11th day of September 2023.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

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

Attest:

Dylan Mulfinger, City Administrator

September 11, 2023.

September 7, 2023

Mr. Dylan Mulfinger
City Administrator
City of Oelwein
20 2nd Avenue SW
Oelwein, Iowa 50662

**RE: Oelwein Event Center Parking Lot Improvements, Oelwein, Iowa
Additional Scope**

Dear Mr. Mulfinger,

Please accept this proposal for additional professional services for the above-referenced project. The following outlines the additional services and the associated fees.

Fehr Graham will provide construction administration services for the Event Center Parking Improvements project, including construction staking as requested by the Contractor, part-time observation and pay estimate preparation for the above-mentioned property.

These additional services can be provided for an estimated cost of \$12,000.

I trust that the information we have provided is in line with your expectations. Please sign the authorization line below to include this scope and fee as proposed in the existing contract (Fehr Graham project #23-500) in accordance with the associated terms and conditions for this project.

Please contact me if you have any questions or would like to discuss.

Respectfully submitted,



Jon Biederman, PE, LSI
Senior Project Manager

JSB:amr

Authorization:

_____ **Date:** September 11, 2023
Brett DeVore, Mayor

O:\Oelwein, City of\23-500 Event Center Parking\FG Agreements\23-500 - City of Oelwein - Additional Scope for Const Admin.docx

RESOLUTION NO. _____-2023

RESOLUTION AUTHORIZING THE SUBMITTAL OF A RECONNECTING COMMUNITIES PILOT PROGRAM GRANT TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION TO SUPPORT THE DEVELOPMENT OF A COMPREHENSIVE PLAN TO SUPPORT THE RECONSTRUCTION OF THE CHARLES STREET BRIDGE AND VIADUCT

WHEREAS, the Bipartisan Infrastructure Law (BIL) included funding to the United States Department of Transportation to support, among other programs, the creation of the Reconnecting Communities Pilot Program; and,

WHEREAS, the Reconnecting Communities Pilot Program is “dedicated to reconnecting communities that have been previously cut off from economic opportunities by transportation infrastructure” including railroads, interstates, and highways; and,

WHEREAS, funding through the Reconnecting Communities Pilot Program supports planning or capital construction grants and technical assistance, “to restore community connectivity through the removal, retrofit, mitigation, or replacement of eligible transportation infrastructure facilities;” and,

WHEREAS, the City of Oelwein, Iowa will pursue planning monies in an amount not to exceed 1,500,000 and provide the mandatory match of 20% of the project costs, which combined, will be used to identify improvements to transportation barriers that impact residents, vehicular traffic, pedestrians, and rail service in the City of Oelwein; and,

WHEREAS, the planning priorities will identify pedestrian and vehicular traffic impacts and design solutions to the 1888 Charles Street Bridge and Viaduct and the transportation barriers that exist for facilities located at that site including pedestrian, rail, and vehicular traffic; and,

WHEREAS, planning activities and outcomes will include an aggressive and appropriate community engagement strategy, final preliminary design, cost estimates, historical and archeological surveys, environmental assessment, and flood modeling; and,

WHEREAS, combined, these activities should lay the foundation for a Reconnecting Communities Construction Grant Application in subsequent funding cycles or for other state and federal opportunities through either the Bipartisan Infrastructure Law, Inflation Reduction Act, or another law or program of which the City would be eligible.

NOW THEREFORE, THE CITY COUNCIL OF OELWEIN, IOWA, RESOLVES:

SECTION 1. That the foregoing recitals are incorporated in and made a part of this resolution by reference.

SECTION 2. That the City Administrator on behalf of the City of Oelwein is authorized to submit an application to the United States Department of Transportation for a Reconnecting Communities Pilot Program grant to support planning activities related to the Charles Street Bridge and Viaduct Project in Oelwein, Iowa.

SECTION 3. That the City of Oelwein hereby commits to contribution of a 20% match in the amount of \$300,000 which includes in-kind service provided by Iowa Northern Railroad.

APPROVED AND ADOPTED THIS 11th DAY OF SEPTEMBER 2023, BY THE CITY OF OELWEIN, IOWA.

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, 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

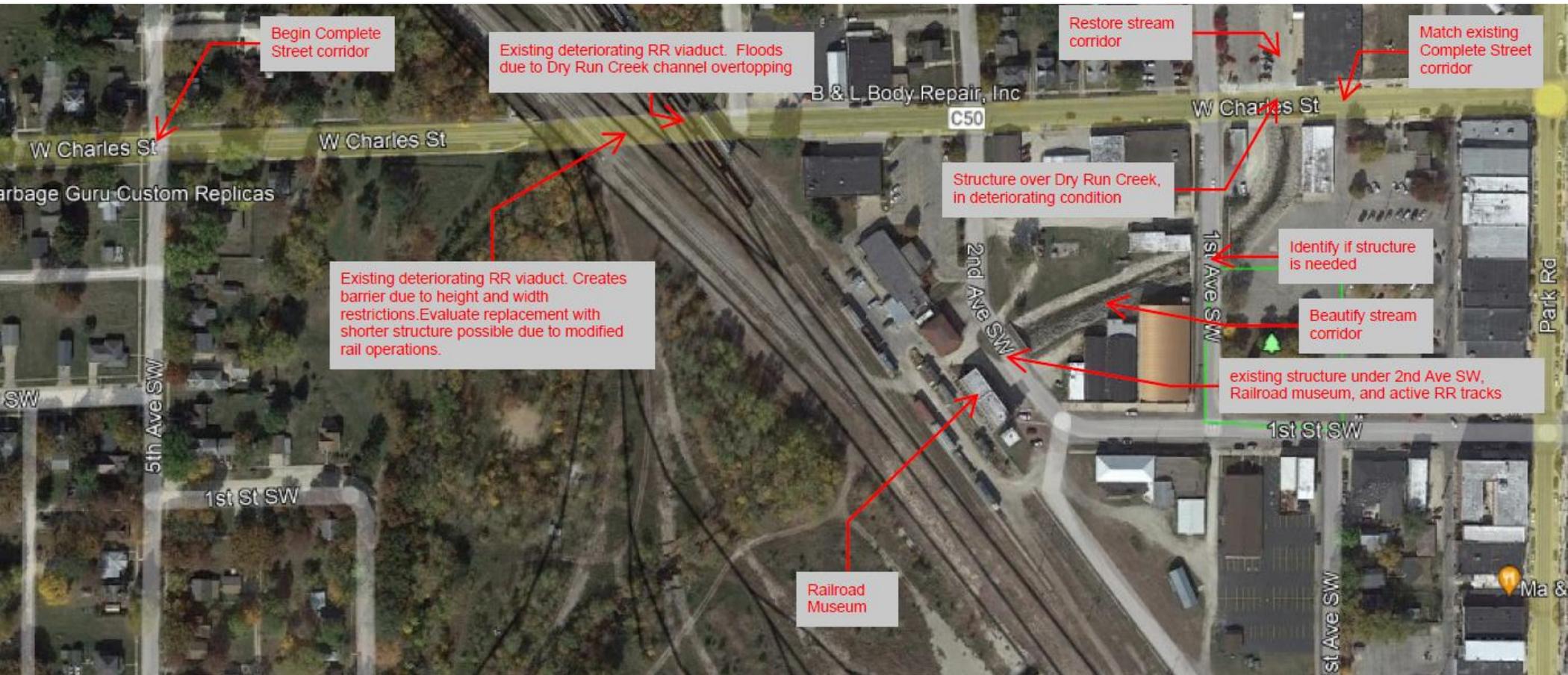
- Stewart
- Weber
- Lenz
- Garrigus
- Seeders
- Payne



To: Mayor and City Council
From: Dylan Mulfinger
Subject: Viaduct Planning Grant
Date: 9/11/2023

The following is included in the viaduct planning grant:

- RR bridge designs by SW Engineers
- Public involvement by MSA
- Geotech analysis and hazardous material assessment
- Historical/archeological
- Final structural design of the roadway bridges (new 2nd Ave, new W. Charles, remove 1st Ave)
- Survey and r/w plats
- Street and utility design
- Origin efforts for meetings and team coordination for a 17-month effort, hydraulic modeling, NEPA document, estimates of probable cost, private utility coordination, permitting, architectural features
- Contingency because we don't know what we don't know, for example:
 - a more complex NEPA document that requires extensive Environmental Justice beyond what the public involvement addresses.
 - Mitigation plan due to adverse impacts to Section 106 (historical) elements.
 - Assessments to establish property values if property acquisitions are needed.
 - Landscape architecture services if we hear more extensive beautification is needed.
 - DBE requirements as a part of the funding that would add to the proposed team.



RESOLUTION NO. _____-2023

RESOLUTION APPROVING A ONE-YEAR LEASE WITH GEROGE TEGELER FOR FIXED BASED OPERATOR (FBO) SERVICES AT THE OELWEIN MUNICIPAL AIRPORT (OLZ)

WHEREAS, the City of Oelwein manages the Oelwein Municipal Airport and uses a fixed based operator (FBO) for daily operations; and

WHEREAS, the FBO follows lease agreed upon with the city; and

WHEREAS, the proposed lease is for one year; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a One Year Lease with Geroge Tegeler for Fixed Based Operator (FBO) Services at the Oelwein Municipal Airport (OLZ)

Passed and approved this 11th day of September, 2023.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

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

Attest:

Dylan Mulfinger, City Administrator

September 11, 2023.



Oelwein Municipal Airport FBO Lease July 1, 2023 to June 30, 2024

THIS AGREEMENT, made and entered into the date executed below, between the City of Oelwein, Iowa, hereinafter referred to as the Lessor, and George J. Tegeler, d/b/a Tegeler Aviation, LLC, hereinafter referred to as Lessee.

WHEREAS, Lessor owns and operates the Oelwein Municipal Airport and the Lessor is willing to lease to the Lessee certain premises hereinafter more fully described and located on said airport upon the terms and conditions and stated herein;

WHEREAS, the said leased premises may be used for the operation of a flight training school, aircraft maintenance and repair, aircraft charter, aircraft sale and rental, and sales of aircraft gasoline and oil. Lessee may also conduct his business on premises relating to sales and services of aircraft and building and constructing various makes and models of experimental aircraft. Lessee, at Lessee's option, may conduct additional business activity on the leased premises, which is permitted by, or not prohibited, by law and expressly approved in writing, in advance, by the Lessor upon a written proposal submitted by Lessee.

Lessee must keep 100 Low Lead fuel and Jet A fuel on hand for resale to local and transit aircraft, or as allocated, and have fuel service available from 8:00 a.m. to 5:00 p.m. Monday through Friday and as requested or deemed necessary and,

WHEREAS, under the terms of the Lease, the Lessee shall be responsible for operating a base radio and communications equipment, which is located in buildings that Lessee occupies, at all times from 8:00 a.m. to 5:00 p.m. Monday through Friday and as requested or deemed necessary.

NOW THEREFORE, in consideration of the rent, covenants and agreements herein contained, Lessor does hereby lease to Lessee, maintenance hangar and an office in the Terminal Building.

- 1. Compensation for grounds keeping paid to FBO following annual contract price:

2023-2024
\$ 36,717.80

Said amount to be payable to Lessee monthly with the amount being due by last day of each month. It is understood the designated office space is for the exclusive use of the fixed base operator, but the public lounge and restroom area in the administration buildings are public use facilities.

- A. Lessee shall provide for and supply at its expense all janitorial and custodial service with respect to the buildings and facilities associated with the leased premises and shall maintain all premises in a clean and accommodating appearance for persons using the same during normal hours of operation or when requested or necessary, except Lessor shall supply janitorial supplies for the public lounge (designated room A) and restroom areas in the administration buildings herein designated as public-use facilities.
- B. Lessee shall attend to necessary maintenance, involved in keeping runways, and adjoining areas, taxi-ways and lawn areas mowed, and free of snow as required,



- provided Lessor will furnish equipment and fuel for mowing and snow removal.
- C. Lessee shall provide labor for basic preventive maintenance and repairs on buildings, facilities, grounds and equipment. Any major repair, rebuilding or alteration, including painting, seeding, overhauling, building or similar matter shall be the responsibility of Lessor as listed in the FBO contract duties.
 - D. Lessee shall enforce any rules or ordinances of the City applicable to the Oelwein Municipal Airport.
- 2. The term of this Lease shall be for the period commencing at midnight on July 1, 2023 through to and ending at midnight on June 30, 2024.
 - 3. Lessee shall maintain a log of all airport activity. Lessee shall report as needed to Lessor through the City Administrator or his designee all important, unusual and otherwise pertinent information. Failure to provide the report to the City will result in delay of monthly compensation.
 - 4. Lessee shall attend the Airport Board meetings and submit an activity report including, but not limited to: the number of take-offs and landings, identity of businesses using the airport facilities, type of aircraft (single, twin or jet), and all other activities.
 - 5. Lessee shall also have an attendant present, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Lessee shall comply with the courtesy car and FBO protocol incorporated herein by this reference and attached marked as Exhibits A and shall provide all drivers with Exhibit B.
 - 6. It is hereby agreed nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 208 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting activities of an aeronautical nature.
 - 7. Insurance. The Lessee shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Lessee's operations under the Contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All such insurance shall be subject to the approval of the City for adequacy of protection, and shall include a provision preventing cancellation without thirty (30) days' prior notice to the City in writing.
 - A. Liability Insurance Requirements. The Lessee shall procure and maintain, at its own expense liability insurance as hereinafter specified. The liability insurance required is as follows:
 - B. Commercial General Liability Insurance issued to the Lessee and protecting it from all claims for personal injury, including death and all claims for destruction of or damage to property arising out of or in connection with any operation under his Contract, whether such operation be by himself or by a subcontractor under him, or anyone directly or indirectly employed by the Lessee or by a subcontractor under him, or by anyone for whose acts any of them may be liable.
 - C. All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of one occurrence for bodily injury, including, death, and property damage. The General Liability policy should have a general aggregate limit of \$2,000,000 for all damages and a products completed operations aggregate of \$2,000,000 for all damages.
 - D. All such insurance shall be written on a comprehensive policy form and shall specifically cover products and completed operations. Certificates evidencing the issuance of such insurance, addressed to the City, shall be filed within ten (10) days after the date of the execution of the contract.
 - E. The policy shall include the City as an additional insured. The insurer shall give the City



notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy or of any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the City at least thirty (30) days' prior written notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy.

- F. Workers' Compensation Insurance. The Lessee shall maintain at his own expense Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the Lessee in accordance with the provisions of the laws of the State of Iowa. The Lessee shall furnish the City with a certificate giving evidence the Lessee is covered by the Workers' Compensation Insurance herein required, each certificate specifically stating such insurance includes occupational disease provisions. This policy should also include Employer's Liability Insurance with minimum limits of \$500,000 each accident for bodily injury, \$500,000 each accident for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease.
- G. Special Provisions. All liability policies which include the City as an additional insured shall include a Governmental Immunities Endorsement pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:
- H. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states the purchase of this policy and including the City as an Additional Insured does not waive any of the defenses of governmental immunity available to the City under Iowa code Section 670.4 as it now exists and as it may be amended from time to time.
- I. Claims Coverage. The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
- J. Assertion of Government Immunity. The City shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
- K. Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the City under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City.

8. Lessee agrees to observe and obey reasonable rules and regulations with respect to the use of the premises; provided, however, such rules and regulations shall be consistent with safety and with rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the airport; and provided further, such rules and regulations shall not be inconsistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Lessee's aircraft at the airport. Lessee and all of its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the Lessor, the United States of America or any Department or Agency thereof, and the State of Iowa.

9. Lessee shall not assign, sublet nor hypothecate this Lease without the written consent of the Lessor, except said Lease may be assigned by Lessee to any corporation owned by, or in which it may become shareholder of, but such assignment shall not relieve or release the Lessee from the terms and obligations of this Lease insofar as the Lessor is concerned.

10. Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not discriminatory prices for each unit of service; provided the Lessee may make reasonable and non-discriminatory discounts, rebates or other



similar types of price reductions to volume purchasers.

11. Lessor agrees to pay for lights, "T" hangar lights, windsock light, wind "T" lights, security lights, repair and maintenance radio and communications equipment at the airport.

12. Lessor reserves the right to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

13. Lessor reserves the right to seek Federal and/or State funds to develop and improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit and without interference or hindrance from the Lessee.

14. Lessor reserves the right to take any action it considered necessary to protect the aerial approaches of the airport against obstructor, together with the right to prevent Lessee from creating, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

15. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area and publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, so far as they are inconsistent with the provisions of the agreement with the Government shall be suspended.

16. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and United States relative to the maintenance, operation, or development of the airport.

17. The Lessee will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of Federal Aviation Regulations. The Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.

18. The Lessee agrees no signs or advertising material shall be placed or erected upon the leased premises without the prior written consent of the Lessor.

19. Lessee shall not use City vehicles or equipment for personal use.

20. As demand dictates Lessee will provide aircraft maintenance, aircraft rental and flight training.

21. Starting September of 2023, all fuel operations will run through the City of Oelwein. Lessee will have the authority to order fuel and set the price of fuel. Lessee will notify Public Works of each order and will notify them of the current fuel rate. City Hall will issue a check each month of fuel proceeds to Lessee. The City will track all amounts of fuel purchased and sold at the Oelwein Municipal Airport. The flow fee will be taken out of the payment to Lessee and Lessee will not be required to reimburse the City.

22. The city will take a \$.15 (fifteen cents) flow fee per gallon on all fuel sold at the airport. This fee will be taken from the proceeds of the fuel sales. The flow fee maintains the fuel system and pays all credit card fees associated with the purchasing system.

23. Lessee will be supplied a charge account for fuel at the city. Lessee will work with airport users who consume more than 1,000 gallons a month to set up a charge account with the city.

24. Lessor reserves the right to enter upon the leased premises at a reasonable time for the purpose of making any inspection it may deem expedient.

25. This Lease may be terminated for non-compliance of FBO Operations at any time hereafter by either party giving the other one hundred (180) days' notice of intention to so terminate the same, or this notice shall be by registered mail. This Lease may not be assigned without the written consent of the opposite party affected thereby. If the city fails to provide a renewal to the contract before June 30, 2024 the contract will proceed month to month with no adjustments in compensation.



26. At the expiration or termination of this lease, the Lessee agrees it will give peaceful possession of the leased premises in as good condition as they now are, ordinary wear and tear excepted.

27. Lessee will provide a report monthly to the Airport Board and the City Administrator on the activities of the airport.

28. This agreement shall extend to and be binding upon the heirs, executors, administrators, trustee, successors, receivers and assigns of the parties hereto.

Dated at Oelwein, Iowa, this 11th day of September, 2023.

CITY OF OELWEIN, IOWA

TEGELER AVIATION, LLC

By: _____
Brett DeVore, Mayor

By: _____
George J. Tegeler

NOTE: The intent of this Contract is to be an Agreement between a Lessor and Lessee. It is not to be interpreted as an employer, employee relationship and shall not be construed by anyone as such.



Oelwein Municipal Airport FBO Lease Exhibit A

- FBO is granted the authority to implement and administer protocol for granting competent and qualified Guests Pilots and Fly-in Guest permission to use Oelwein Airport courtesy car. Exercise of this authority shall be consistent with instructions herein.
- The Courtesy Car shall be titled to "Courtesy Car" and shall be identified on the front driver and passenger side doors of the vehicle as the "Courtesy Car".
- The Courtesy Car shall be under control of FBO or designee(s).
- FBO to maintain the courtesy car as safe and mechanically fit for use and shall maintain interior and exterior in reasonably clean condition. Any major issues will be corrected by the city.
- Courtesy car to be made available for convenience of licensed Guest Pilots and Fly-in Guests patronizing the Oelwein Municipal Airport and shall not be used by any other persons for any other purpose.
- Courtesy car and ignition key to be secured by FBO at all times the vehicle is not in use by licensed Guest Pilot and Fly-in Guests.
- Vehicle keys to be issued to Guest Pilot and Fly-in Guest. FBO shall make contact with Guest Pilot and courtesy car operator.
- FBO may grant permission to licensed Guest Pilots and Fly-in Guests to use courtesy car, conditioned on:
 - FBO's personal contact with operator
 - FBO shall confirm operator has a valid drivers license and liability insurance
 - FBO has no reason to believe Guest Pilot or operator will exceed authorized use of vehicle
 - FBO obtains assurances that vehicle will be used for personal convenience of Guest Pilot and Fly-in Guests and not for commercial purpose
- FBO shall confirm Courtesy Car Operator meets minimum age requirements to operate a motor vehicle in Iowa.
- FBO shall provide Courtesy Car Operator with the terms and conditions of the courtesy car program and shall secure and retain a properly executed acknowledgment by each Guest Pilot who accepts use of the courtesy car.
- FBO shall exercise reasonable care to confirm operator shall have a valid drivers license in his/her possession at all times while operating the courtesy car.
- FBO shall deny use of the courtesy car to any person who has previously exceeded authorized use of courtesy car
- FBO shall support and enforce provisions of this and/or subsequent courtesy car program protocol.
- FBO shall report to the Oelwein City Administrator or their designee, all incidents involving the operation of the vehicle that could result in a violation, citation, charge, arrest warrant or civil action, not later than the close of the next business day.
- FBO to maintain records of all drivers authorized to operate the courtesy car: Name and Airplane Identification



Exhibit B
Oelwein Municipal Airport Courtesy Car Driver Guidelines

Guest Pilot/ Vehicle Operator by accepting use of Oelwein Municipal Airport courtesy car, accepts and agrees to the following terms and conditions:

- Assume personal responsibility that the automobile is in proper operating condition, clear of snow and ice (in winter months) and that visibility is unrestricted.
- Agrees to obey the laws, federal, state and local, drive with diligence and abide by the provisions of the courtesy car program at all times.
- Turn off ignition, remove key and lock vehicle when unattended.
- Operating courtesy car off roadway is not permitted.
- Smoking in the courtesy car is not permitted.
- Alcoholic beverages are not permitted in the courtesy car.
- Driver shall not use cell phone or any type of earphone equipment while driving the courtesy car.
- Driver assumes all responsibility for all fines resulting from traffic or parking violations arising out of the use of the courtesy car while the courtesy car is entrusted to Driver.
- Assure no other person will be permitted to operate the courtesy car entrusted to Guest Pilot's control.
- The number of passengers may not exceed the number of seat belts. All occupants of the courtesy car are required to wear seat belts at all times.
- Assure all passengers will adhere to all safety rules at all times.
- Accident reporting is required.
 - Call 911 if there are injuries.
 - If no injuries, call the local law enforcement.
 - Obtain and document all information for the accident investigation form provided.
 - Provide the other party with insurance information contained in the vehicle, as well as your name, address and phone number.
- Drive with diligence at all times, comply with state of Iowa and local laws and regulations.
- If Driver concludes that the courtesy car or conditions are unsafe, the final decision rests with the driver.
- Acknowledge that privilege to operate courtesy car shall be revoked immediately upon failure to comply with terms and conditions of courtesy car program or satisfaction of records.
- By signing below, Guest Pilot or Courtesy Car Operator affirms possession of a valid driver's license and liability insurance; acknowledges receipt of these Guidelines; and agrees to comply with all terms and conditions of the above Guidelines.

RESOLUTION NO. _____-2023

RESOLUTION APPROVING PAY ESTIMATE NUMBER TWO ON POOL BACKWASH DRAIN PROJECT IN THE AMOUNT OF \$45,311.01 TO BACON CONCRETE LLC.

WHEREAS, the pool required an upgrade to the drain as it was no longer allowed to drain into the creek; and

WHEREAS, Bacon Concrete’s work has been satisfactory; and

WHEREAS, the pay estimate number two is \$45,311.01; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves Pay Estimate Number Two on Pool Backwash Drain Project in the Amount of \$45,311.01 to Bacon Concrete LLC.

Passed and approved September 11, 2023.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

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

Attest:

Dylan Mulfinger, City Administrator

September 11, 2023.

PARTIAL PAY ESTIMATE NUMBER TWO
 POOL BACKWASH DRAIN IMPROVEMENTS, OELWEIN, IOWA
 PROJECT NUMBER 22-884

Name of Contractor: Bacon Concrete, LLC 370 N. Bancroft St., PO Box 188 Postville, IA 52162	Name of Owner: City of Oelwein 20 2nd Avenue SW Oelwein, IA 50662
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Date of Completion: Original: July 28, 2023, seeding completed by August 31, 2023 Revised: August 31, 2023 (All Work)	Amount of Contract: Original: \$ 173,173.33 Revised: \$ 156,699.02 Through Change Order: 2	Dates of Estimate: From: August 5, 2023 Through: August 26, 2023
---	---	--

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
BID ITEMS									
1	2010-C	CLEARING AND GRUBBING	1	LS	\$ 750.00		\$ -	1	\$ 750.00
2	2010-J	SUBBASE, MODIFIED, 6" THICK	172.9	SY	\$ 8.00	172.9	\$ 1,383.20	172.9	\$ 1,383.20
3*	2010-J	SUBBASE, MODIFIED, 4" THICK	110.9	SY	\$ 7.00	110.9	\$ 776.30	110.9	\$ 776.30
4*	2010-999-A	EXPLORATORY EXCAVATION	2	HR	\$ 250.00	2	\$ 500.00	2	\$ 500.00
5*	3010-C	TRENCH FOUNDATION	20	TON	\$ 23.00	20	\$ 460.00	20	\$ 460.00
6*	3010-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL		CY	\$ 30.00		\$ -		\$ -
7*	4010-A-1	SANITARY SEWER, TRENCHED, 4" DIA, PVC DR-18	168.33	LF	\$ 47.00		\$ -	168.33	\$ 7,911.51
8	4010-A-1	SANITARY SEWER, TRENCHED, 12" DIA, PVC DR-18	12	LF	\$ 126.00		\$ -	12	\$ 1,512.00
9*	4010-A-1	SANITARY SEWER, TRENCHED, 16" DIA, PVC DR-18	74	LF	\$ 111.00		\$ -	74	\$ 8,214.00
10	4010-K	SANITARY SEWER ABANDONMENT, PLUG, 4" DIA.	1	EA	\$ 250.00		\$ -	1	\$ 250.00
11	4010-K	SANITARY SEWER ABANDONMENT, PLUG, 12" DIA.	3	EA	\$ 250.00		\$ -	3	\$ 750.00
12	4010-999-A	VENT LINE, PVC SCHED 40, 4" DIA	29	LF	\$ 46.00	6.5	\$ 299.00	29	\$ 1,334.00
13*	4020-999-A	STORM SEWER REPAIR		LS	\$ 1,500.00		\$ -		\$ -
14	4999-A	CHECK VALVE, TIDEFLEX, 4" DIA.	1	EA	\$ 1,200.00		\$ -	1	\$ 1,200.00
15*	5010-A-1	WATER MAIN, TRENCHED, PVC DR18, 10" DIA		LF	\$ 115.00		\$ -		\$ -
16*	5010-C-2	FITTING, COMPACT DUCTILE IRON		LB	\$ 10.00		\$ -		\$ -
17*	5010-999-A	CONNECTION TO EXISTING WATER MAIN		EA	\$ 6,000.00		\$ -		\$ -
18	5020-A	VALVE, 4" DIA, PLUG	2	EA	\$ 1,600.00		\$ -	2	\$ 3,200.00
19	6010-A	MANHOLE, PCC, 4' ID	6	EA	\$ 5,200.00		\$ -	6	\$ 31,200.00
20	6010-G	CONNECTION TO EXISTING MANHOLE	1	EA	\$ 1,400.00		\$ -	1	\$ 1,400.00

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
21	6010-999-A	HOLDING TANK, COMPLETE, EXCLUDING ANTI-BUOYANCY BALLAST	2	EA	\$ 13,800.00		\$ -	2	\$ 27,600.00
22*	6010-999-B	PCC, TANK ANTI-BUOYANCY BALLAST	19	CY	\$ 600.00		\$ -	19	\$ 11,400.00
23*	7010-A	PAVEMENT, PCC, REINFORCED, 7" THICK	207.86	SY	\$ 110.00	207.86	\$ 22,864.60	207.86	\$ 22,864.60
24*	7030-A	REMOVAL OF SIDEWALK	110.9	SY	\$ 9.00	0.1	\$ 0.90	110.9	\$ 998.10
25	7030-A	REMOVAL OF DRIVEWAY	37.54	SY	\$ 9.00		\$ -	37.54	\$ 337.86
26*	7030-E	SIDEWALK, PCC, 5" THICK	110.9	SY	\$ 58.00	110.9	\$ 6,432.20	110.9	\$ 6,432.20
27*	7030-H-1	DRIVEWAY, PCC, 7" THICK		SY	\$ 95.00		\$ -		\$ -
28	7040-H	PAVEMENT REMOVAL (ASPHALT)	37.14	SY	\$ 6.00		\$ -	37.14	\$ 222.84
29	7040-H	PAVEMENT REMOVAL (PCC)	90.59	SY	\$ 9.00		\$ -	90.59	\$ 815.31
30*	7040-I	CURB AND GUTTER REMOVAL	39.5	LF	\$ 15.00	9	\$ 135.00	39.5	\$ 592.50
31	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 2,500.00	0.3	\$ 750.00	1	\$ 2,500.00
32	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.1	AC	\$ 6,500.00	0.1	\$ 650.00	0.1	\$ 650.00
33*	9040-E	TEMPORARY ROLLED EROSION CONTROL PRODUCTS, TYPE 2.D	418	SY	\$ 3.40	418	\$ 1,421.20	418	\$ 1,421.20
34	9060-D	REMOVAL AND REINSTALLATION OF EXISTING FENCE, CHAIN LINK (TYPE), 6' (SIZE)	116	LF	\$ 80.00	116	\$ 9,280.00	116	\$ 9,280.00
35	11020-A	MOBILIZATION	1	LS	\$ 8,000.00		\$ -	1	\$ 8,000.00
		ADDITIONAL BID ITEMS							
1A*		ADD REINFORCEMENT TO SIDEWALK	110.9	SY	\$ 20.00	110.9	\$ 2,218.00	110.9	\$ 2,218.00
2A*		2" DIA WATER LINE REPAIR	1	LS	\$ 525.40	1	\$ 525.40	1	\$ 525.40
		TOTAL BID ITEMS					\$ 47,695.80		\$ 156,699.02

PARTIAL PAY ESTIMATE NUMBER TWO
POOL BACKWASH DRAIN IMPROVEMENTS, OELWEIN, IOWA
PROJECT NUMBER 22-884

This Period	Retainer 5.00%	Total to Date
\$ 47,695.80	Amount Earned	\$ 156,699.02
\$ 2,384.79	Amount Retained	\$ 7,834.95
XXXXXXXXXXXXXXXXXXXX	Previous Payments	\$ 103,553.06
\$ 45,311.01	Amount Due	\$ 45,311.01

Estimated Percent of Job Completed

100.00%

Is Contractor's Construction Progress on Schedule?

Yes

Submitted By:

Approved By:

Bacon Concrete, LLC

City of Oelwein

By: Cory Bacon Date: 08/31/2023
Cory Bacon, President

By: _____ Date: _____
Brett DeVore, Mayor

Recommended By:

Fehr Graham

By: _____ Date: _____

By: [Signature] Date: 09/01/2023
Jon Biederman, PE, LSI, Senior Project Manager

Dylan Mulfinger, City Administrator

RESOLUTION NO. _____-2023

Resolution Approving Pay Estimate Number Three on the Pool Backwash Drain Project in the Amount of \$7,834.95 to Bacon Concrete LLC. and Project Acceptance

WHEREAS, the pool required an upgrade to the drain as it was no longer allowed to drain into the creek; and

WHEREAS, Bacon Concrete’s work has been satisfactory; and

WHEREAS, the pay estimate number three is \$7,834.95; and

WHEREAS, the project has been finalized and is being accepted by the City of Oelwein,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves Pay Estimate Number Three on the Pool Backwash Drain Project in the Amount of \$7,834.95 to Bacon Concrete LLC. and Project Acceptance.

Passed and approved September 11, 2023.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

Attest:

Stewart
Weber
Lenz
Garrigus
Seeders
Payne

Dylan Mulfinger, City Administrator

September 11, 2023.

PARTIAL PAY ESTIMATE NUMBER THREE - FINAL RETAINAGE
 POOL BACKWASH DRAIN IMPROVEMENTS, OELWEIN, IOWA
 PROJECT NUMBER 22-884

Name of Contractor: Bacon Concrete, LLC 370 N. Bancroft St., PO Box 188 Postville, IA 52162	Name of Owner: City of Oelwein 20 2nd Avenue SW Oelwein, IA 50662
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Date of Completion: Original: July 28, 2023, seeding completed by August 31, 2023 Revised: August 31, 2023 (All Work)	Amount of Contract: Original: \$ 173,173.33 Revised: \$ 156,699.02 Through Change Order: 2	Dates of Estimate: From: August 5, 2023 Through: August 26, 2023
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Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
BID ITEMS									
1	2010-C	CLEARING AND GRUBBING	1	LS	\$ 750.00		\$ -	1	\$ 750.00
2	2010-J	SUBBASE, MODIFIED, 6" THICK	172.9	SY	\$ 8.00		\$ -	172.9	\$ 1,383.20
3*	2010-J	SUBBASE, MODIFIED, 4" THICK	110.9	SY	\$ 7.00		\$ -	110.9	\$ 776.30
4*	2010-999-A	EXPLORATORY EXCAVATION	2	HR	\$ 250.00		\$ -	2	\$ 500.00
5*	3010-C	TRENCH FOUNDATION	20	TON	\$ 23.00		\$ -	20	\$ 460.00
6*	3010-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL		CY	\$ 30.00		\$ -		\$ -
7*	4010-A-1	SANITARY SEWER, TRENCHED, 4" DIA, PVC DR-18	168.33	LF	\$ 47.00		\$ -	168.33	\$ 7,911.51
8	4010-A-1	SANITARY SEWER, TRENCHED, 12" DIA, PVC DR-18	12	LF	\$ 126.00		\$ -	12	\$ 1,512.00
9*	4010-A-1	SANITARY SEWER, TRENCHED, 16" DIA, PVC DR-18	74	LF	\$ 111.00		\$ -	74	\$ 8,214.00
10	4010-K	SANITARY SEWER ABANDONMENT, PLUG, 4" DIA.	1	EA	\$ 250.00		\$ -	1	\$ 250.00
11	4010-K	SANITARY SEWER ABANDONMENT, PLUG, 12" DIA.	3	EA	\$ 250.00		\$ -	3	\$ 750.00
12	4010-999-A	VENT LINE, PVC SCHED 40, 4" DIA	29	LF	\$ 46.00		\$ -	29	\$ 1,334.00
13*	4020-999-A	STORM SEWER REPAIR		LS	\$ 1,500.00		\$ -		\$ -
14	4999-A	CHECK VALVE, TIDEFLEX, 4" DIA.	1	EA	\$ 1,200.00		\$ -	1	\$ 1,200.00
15*	5010-A-1	WATER MAIN, TRENCHED, PVC DR18, 10" DIA		LF	\$ 115.00		\$ -		\$ -
16*	5010-C-2	FITTING, COMPACT DUCTILE IRON		LB	\$ 10.00		\$ -		\$ -
17*	5010-999-A	CONNECTION TO EXISTING WATER MAIN		EA	\$ 6,000.00		\$ -		\$ -
18	5020-A	VALVE, 4" DIA, PLUG	2	EA	\$ 1,600.00		\$ -	2	\$ 3,200.00
19	6010-A	MANHOLE, PCC, 4' ID	6	EA	\$ 5,200.00		\$ -	6	\$ 31,200.00
20	6010-G	CONNECTION TO EXISTING MANHOLE	1	EA	\$ 1,400.00		\$ -	1	\$ 1,400.00

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
21	6010-999-A	HOLDING TANK, COMPLETE, EXCLUDING ANTI-BUOYANCY BALLAST	2	EA	\$ 13,800.00		\$ -	2	\$ 27,600.00
22*	6010-999-B	PCC, TANK ANTI-BUOYANCY BALLAST	19	CY	\$ 600.00		\$ -	19	\$ 11,400.00
23*	7010-A	PAVEMENT, PCC, REINFORCED, 7" THICK	207.86	SY	\$ 110.00		\$ -	207.86	\$ 22,864.60
24*	7030-A	REMOVAL OF SIDEWALK	110.9	SY	\$ 9.00		\$ -	110.9	\$ 998.10
25	7030-A	REMOVAL OF DRIVEWAY	37.54	SY	\$ 9.00		\$ -	37.54	\$ 337.86
26*	7030-E	SIDEWALK, PCC, 5" THICK	110.9	SY	\$ 58.00		\$ -	110.9	\$ 6,432.20
27*	7030-H-1	DRIVEWAY, PCC, 7" THICK		SY	\$ 95.00		\$ -		\$ -
28	7040-H	PAVEMENT REMOVAL (ASPHALT)	37.14	SY	\$ 6.00		\$ -	37.14	\$ 222.84
29	7040-H	PAVEMENT REMOVAL (PCC)	90.59	SY	\$ 9.00		\$ -	90.59	\$ 815.31
30*	7040-I	CURB AND GUTTER REMOVAL	39.5	LF	\$ 15.00		\$ -	39.5	\$ 592.50
31	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 2,500.00		\$ -	1	\$ 2,500.00
32	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.1	AC	\$ 6,500.00		\$ -	0.1	\$ 650.00
33*	9040-E	TEMPORARY ROLLED EROSION CONTROL PRODUCTS, TYPE 2.D	418	SY	\$ 3.40		\$ -	418	\$ 1,421.20
34	9060-D	REMOVAL AND REINSTALLATION OF EXISTING FENCE, CHAIN LINK (TYPE), 6' (SIZE)	116	LF	\$ 80.00		\$ -	116	\$ 9,280.00
35	11020-A	MOBILIZATION	1	LS	\$ 8,000.00		\$ -	1	\$ 8,000.00
		ADDITIONAL BID ITEMS							
1A*		ADD REINFORCEMENT TO SIDEWALK	110.9	SY	\$ 20.00		\$ -	110.9	\$ 2,218.00
2A*		2" DIA WATER LINE REPAIR	1	LS	\$ 525.40	1	\$ 525.40	1	\$ 525.40
		TOTAL BID ITEMS					\$ -		\$ 156,699.02

PARTIAL PAY ESTIMATE NUMBER THREE - FINAL RETAINAGE
POOL BACKWASH DRAIN IMPROVEMENTS, OELWEIN, IOWA
PROJECT NUMBER 22-884

This Period	Retainer 5.00%	Total to Date
\$ -	Amount Earned	\$ 156,699.02
\$ (7,808.68)	Amount Retained	
XXXXXXXXXXXXXXXXXXXX	Previous Payments	\$ 148,864.07
\$ 7,808.68	Amount Due	\$ 7,834.95

Estimated Percent of Job Completed

100.00%

Is Contractor's Construction Progress on Schedule?

Yes

Submitted By:

Approved By:

Bacon Concrete, LLC

City of Oelwein

By: Cory Bacon Date: 08/31/2023
Cory Bacon, President

By: _____ Date: _____
Brett DeVore, Mayor

Recommended By:

Fehr Graham

By: _____ Date: _____

By: [Signature] Date: 09/01/2023
Jon Biederman, PE, LSI, Senior Project Manager

Dylan Mulfinger, City Administrator

Contractor's Application for Payment

Owner: <u>City of Oelwein</u>	Owner's Project No.: _____
Engineer: <u>FOX Strand</u>	Engineer's Project No.: <u>7038.015</u>
Contractor: <u>Dave Schmitt Construction</u>	Contractor's Project No.: _____
Project: <u>Oelwein NE Sanitary Sewer Improvements</u>	
Contract: <u>2-2023</u>	
Application No.: <u>2</u>	Application Date: <u>7/3/2023</u>
Application Period: From <u>7/29/2023</u> to <u>8/28/2023</u>	

1. Original Contract Price		\$ 1,218,960.50
2. Net change by Change Orders		\$ 11,828.00
3. Current Contract Price (Line 1 + Line 2)		\$ 1,230,788.50
4. Total Work completed and materials stored to date (Sum of Column I Lump Sum Total and Column L Unit Price Total)		\$ 544,334.49
5. Retainage		
a. <u>5%</u> X \$ <u>544,334.49</u> Work Completed =		\$ 27,216.72
b. <u>5%</u> X \$ <u>-</u> Stored Materials =		\$ -
c. Total Retainage (Line 5.a + Line 5.b)		\$ 27,216.72
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 517,117.77
7. Less previous payments (Line 6 from prior application)		\$ 35,324.85
8. Amount due this application		\$ 481,792.92
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$ 713,670.73

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: Dave Schmitt Construction

Signature: _____ **Date:** 8-29-23

Recommended by Engineer	Approved by Owner
By: <u>[Signature]</u>	By: _____
Title: <u>Project Manager</u>	Title: <u>Brett DeVore, Mayor</u>
Date: <u>9/8/2023</u>	Date: <u>September 11, 2023</u>
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: <u>Dylan Mulfinger, City Administrator</u>
Date: _____	Date: <u>September 11, 2023</u>

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Oelwein
 Engineer: FOX Strand
 Contractor: Dave Schmitt Construction
 Project: Oelwein NE Sanitary Sewer Improvements
 Contract: 2-2023

Owner's Project No.:
 Engineer's Project No.: 7038.015
 Contractor's Project No.:

Application No.: 2 Application Period: From 07/22/23 to 08/28/23 Application Date: 07/03/23

A Bid Item No.	B Description	C Contract Information					G Value of Bid Item Original (C X F) (\$)	H Value of Bid Item Original + CO (D X F) (\$)	I Work Completed		K Materials Currently Stored (not in I) (\$)	L Work Completed and Materials Stored to Date (J + K) (\$)	M % of Value of Item (L / H) (%)	N Balance to Finish (L-H) (\$)
		Item Quantity (Original)	Change Order No.1	Quantity + Change Order	Units	Unit Price (\$)			Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (F X I) (\$)				
2.01	TOPSOIL STRIP, STOCKPILE, AND REPREAD	1		1	LS	\$ 33,139.00	\$ 33,139.00	\$ 33,139.00	0.10	3,313.90		3,313.90	10%	\$ 29,825.10
2.02	EXCAVATION FOR ROADWAY	1,231		1231	CY	\$ 13.30	\$ 16,372.30	\$ 16,372.30	1,125.00	14,962.50		14,962.50	91%	\$ 1,409.80
2.03	GRANULAR SUBBASE, FURNISH	6361		6361	SY	\$ 9.05	\$ 57,567.05	\$ 57,567.05	5,807.00	52,553.35		52,553.35	91%	\$ 5,013.70
2.04	SUBGRADE PREPARATION, 12-IN	6361		6361	SY	\$ 2.85	\$ 18,128.85	\$ 18,128.85	5,807.00	16,549.95		16,549.95	91%	\$ 1,578.90
2.05	SUBGRADE TREATMENT, GEOGRID (TYPE 1)	6361		6361	SY	\$ 1.70	\$ 10,813.70	\$ 10,813.70	5,807.00	9,871.90		9,871.90	91%	\$ 941.80
2.06	REMOVAL OF STRUCTURE, SANITARY MANHOLE	11		11	EA	\$ 1,098.00	\$ 12,078.00	\$ 12,078.00	7.00	7,686.00		7,686.00	64%	\$ 4,392.00
3.01	TRENCH FOUNDATION	300		300	T	\$ 23.40	\$ 7,020.00	\$ 7,020.00	-	-		-	0%	\$ 7,020.00
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	100		100	CY	\$ 40.30	\$ 4,030.00	\$ 4,030.00	-	-		-	0%	\$ 4,030.00
3.03	TRENCH COMPACTION TESTING	1		1	LS	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	0.20	1,500.00		1,500.00	20%	\$ 6,000.00
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8-IN	25	10	35	LF	\$ 69.60	\$ 1,740.00	\$ 2,436.00	37.50	2,610.00		2,610.00	107%	\$ (174.00)
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, 12-IN	1730	50	1780	LF	\$ 136.50	\$ 236,145.00	\$ 242,970.00	1,775.00	242,287.50		242,287.50	100%	\$ 682.50
4.03	SANITARY SEWER GRAVITY MAIN, TRENCHED, 15-IN	251		251	LF	\$ 122.50	\$ 30,747.50	\$ 30,747.50	-	-		-	0%	\$ 30,747.50
4.04	SANITARY SEWER SERVICE, PVC WYE AND CONNECTION TO EXISTING	26	1	27	EA	\$ 1,237.00	\$ 32,162.00	\$ 33,399.00	25.00	30,925.00		30,925.00	93%	\$ 2,474.00
4.05	CONNECT PROPOSED SANITARY PIPE TO EXISTING PIPE	10	3	13	EA	\$ 316.00	\$ 3,160.00	\$ 4,108.00	5.00	1,580.00		1,580.00	38%	\$ 2,528.00
4.06	SANITARY SEWER SERVICE, PVC	459	5	464	LF	\$ 94.00	\$ 43,146.00	\$ 43,616.00	340.50	32,007.00		32,007.00	73%	\$ 11,609.00
4.07	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 15-IN	100		100	LF	\$ 869.00	\$ 86,900.00	\$ 86,900.00	-	-		-	0%	\$ 86,900.00
4.08	BYPASS PUMPING	1		1	LS	\$ 43,577.00	\$ 43,577.00	\$ 43,577.00	0.25	10,894.25		10,894.25	25%	\$ 32,682.75
4.09	SANITARY SEWER CIP, 10-IN O.D.	371		371	LF	\$ 110.00	\$ 40,810.00	\$ 40,810.00	-	-		-	0%	\$ 40,810.00
4.10	SANITARY SEWER GRAVITY MAIN, TRENCHED, 10-IN	25		25	LF	\$ 69.60	\$ 1,740.00	\$ 1,740.00	21.00	1,461.60		1,461.60	84%	\$ 278.40
6.01	MANHOLE, SANITARY SEWER, SW-301, 48-IN	10		10	EA	\$ 5,387.00	\$ 53,870.00	\$ 53,870.00	7.00	37,709.00		37,709.00	70%	\$ 16,161.00
6.02	CONNECT TO EXISTING STRUCTURE	2		2	EA	\$ 3,700.00	\$ 7,400.00	\$ 7,400.00	-	-		-	0%	\$ 7,400.00
7.01	REMOVAL OF SIDEWALK	21		21	SY	\$ 21.00	\$ 441.00	\$ 441.00	5.60	117.60		117.60	27%	\$ 323.40
7.02	REMOVAL OF DRIVEWAY, PCC	38		38	SY	\$ 34.90	\$ 1,326.20	\$ 1,326.20	24.10	841.09		841.09	63%	\$ 485.11
7.03	REMOVAL OF CURB AND GUTTER	70		70	LF	\$ 21.00	\$ 1,470.00	\$ 1,470.00	85.00	1,785.00		1,785.00	121%	\$ (315.00)
7.04	REMOVAL OF PAVEMENT	5,641		5641	SY	\$ 4.90	\$ 27,640.90	\$ 27,640.90	5,142.00	25,195.80		25,195.80	91%	\$ 2,445.10
7.05	SIDEWALK, PCC, 4-IN	8		8	SY	\$ 79.90	\$ 639.20	\$ 639.20	6.00	479.40		479.40	75%	\$ 159.80
7.06	SIDEWALK RAMP, PCC, 6-IN	33		33	SY	\$ 76.50	\$ 2,524.50	\$ 2,524.50	17.60	1,346.40		1,346.40	53%	\$ 1,178.10
7.07	DETECTABLE WARNINGS	40		40	SF	\$ 40.00	\$ 1,600.00	\$ 1,600.00	20.00	800.00		800.00	50%	\$ 800.00
7.08	DRIVEWAY, PAVED, PCC, 6-IN	55		55	SY	\$ 75.30	\$ 4,141.50	\$ 4,141.50	-	-		-	0%	\$ 4,141.50
7.09	DRIVEWAY, GRANULAR	80		80	SY	\$ 13.20	\$ 1,056.00	\$ 1,056.00	-	-		-	0%	\$ 1,056.00
7.10	PCC CURB AND GUTTER	70		70	SY	\$ 143.00	\$ 10,010.00	\$ 10,010.00	-	-		-	0%	\$ 10,010.00
7.11	PAVEMENT, HMA, 6-IN	5,141		5141	SY	\$ 46.80	\$ 240,598.80	\$ 240,598.80	-	-		-	0%	\$ 240,598.80
7.12	PAVEMENT, PCC, 7-IN	758		758	SY	\$ 61.00	\$ 46,238.00	\$ 46,238.00	332.00	20,252.00		20,252.00	44%	\$ 25,986.00
8.01	TEMPORARY TRAFFIC CONTROL	1		1	LS	\$ 31,453.00	\$ 31,453.00	\$ 31,453.00	0.25	7,863.25		7,863.25	25%	\$ 23,589.75
9.01	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - TYPE 1	1		1	LS	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	0.05	400.00		400.00	5%	\$ 7,600.00
9.02	EROSION CONTROL MULCHING, HYDROMULCHING	1		1	LS	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	-	-		-	0%	\$ 8,000.00
9.03	FILTER SOCK, 8-IN	500		500	LF	\$ 3.00	\$ 1,500.00	\$ 1,500.00	-	-		-	0%	\$ 1,500.00
9.04	FILTER SOCKS, REMOVAL	500		500	LF	\$ 1.00	\$ 500.00	\$ 500.00	-	-		-	0%	\$ 500.00
11.01	MOBILIZATION	1		1	LS	\$ 34,029.00	\$ 34,029.00	\$ 34,029.00	0.50	17,014.50		17,014.50	50%	\$ 17,014.50
11.02	MAINTENANCE OF POSTAL SERVICE	1		1	LS	\$ 1,526.00	\$ 1,526.00	\$ 1,526.00	0.25	381.50		381.50	25%	\$ 1,144.50
11.03	MAINTENANCE OF SOLID WASTE COLLECTION	1		1	LS	\$ 1,176.00	\$ 1,176.00	\$ 1,176.00	0.25	294.00		294.00	25%	\$ 882.00
11.04	STREAM CROSSING	1		1	LS	\$ 47,044.00	\$ 47,044.00	\$ 47,044.00	-	-		-	0%	\$ 47,044.00
						Original Contract Totals	\$ 1,218,960.50	\$ 1,229,136.50		\$ 542,682.49	\$ -	\$ 542,682.49	44%	\$ 686,454.01

RESOLUTION NO. _____-2023

RESOLUTION APPROVING PAY APPLICATION NO. 2 IN THE AMOUNT OF \$481,762.62 TO DAVE SCHMIDT CONSTRUCTION FOR OELWEIN NE SANITARY SEWER IMPROVEMENTS PROJECT

Whereas, the original contract price for this project is \$1,218,960.95 ; and

Whereas, the pay application #2 will cost \$481,792.92; and

Whereas, the project has been designed and administered by Fox Strand;

Whereas, the contractor is Dave Schmitt Construction;

Now, therefore, be it resolved by the City Council of Oelwein, Iowa approves Pay Application #2 in the Amount of \$481,762.62 for Oelwein NE Sanitary Sewer Improvements project.

Passed and approved this 11th day of September, 2023.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

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

Attest:

Dylan Mulfinger, City Administrator

September 11, 2023.

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

Application Deadlines
September 1 – December 1
March 1 – June 1

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

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

Contact Name: Linda Murphy & Sandie Graf, Co-Directors

Mailing Address: P. O. Box 636

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

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

Email Address: director@williamscenterforthearts.com

Total Project Cost: \$15,548.00

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

Please indicate which category you are applying for funds:

- Primary
- Community Culture and Education
- Community Recreation and Events
- New and Emerging Organization and Events

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

By Sandie Graf August 30, 2023
Sandie Graf
(Printed name)

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

Project Identification:

1. What is the title of your project?
2. *Kids from 1 to 92* :Williams Center for the Arts stage.

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

For Kids from One to Ninety Two” is truly a holiday extravaganza, with everything from beautifully lush, traditional fare to great pop rock songs and joyful family favorites. This concert is a feast of musical styles, all woven together by the spirit of the season. You will hear “Chestnuts Roasting” written by Steve’s father Mel Torme’ on a hot July day in Beverly Hills, and all the upbeat Christmas hits plus our new holiday classic, “I Remember Christmastime.” This show will warm your heart but it’s also plenty exciting enough to make it beat a little faster, just the sort of feeling that this time of year is all about...

Expenses for this concert include the artists’ fee, lighting sound, salaries, printing, advertising, meals, and housing. This program is the 4th show in the 23-24 Williams Center for the Arts Artist Series. The program will be held on Sunday, November 26, 2023.

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

The Williams Center for the Arts is one of the top destinations of choice for the arts in the four county area of northeast Iowa. Almost 1/3 of our audiences come from communities other than Oelwein. We have had concert attendees from over 40 area communities.

Some of the locations which our patrons come from include: Spencer, IA, Des Moines, IA, Minneapolis, MN, Rochester, MN, Galena, IL, Dubuque, IA, as well as the Oelwein area.

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

During the 2023-24 concert year the Williams Center for the Arts will spend more than \$8,000 in hotel costs at Cornerstone Inn and Suites. An additional \$5,000 is spent for meals, and an additional \$1,500 for hospitality, which is a required part of each contracted event.

3. Project Evaluation:

A. Targeted Population

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

a. Number of guests.

The number of guests generated by this project is approximately 75+. This includes the performers as well as members of the audience needing housing.

b. How will hotel/motel guests be tracked?

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

2.) Number of adults the project will reach.

The total number of visitors to the Williams Center for the Arts Artist Series is 7,625 persons per year. Total number of persons using the Williams Center for the Arts during a calendar year is over 75,000. This includes the Artist Series, City of Oelwein, Mercy Hospital, NICC use, school use, district and state music associations, the State of Iowa, and the Federal Government.

The total number of adults this project will reach is 500 persons.

The Williams Center for the Arts provides residents with special needs the opportunity to attend the events at the center. Groups with special needs using the Williams Center for the Arts include: Mercy Living Plus, the two Alternative Living Homes in Oelwein, Full Circle Services, Grandview Nursing Home, Oelwein Care Nursing Home, and ABCM facilities in Independence, IA. These residents are admitted to the Artist Series event at a reduced ticket price.

3.) Number of youth the project will reach.

Approximately 300 youth will be reached by this project and over 10,000 youth will be served for the entire 2022-23 performance year. (This number includes all usage.) Every Oelwein School student (K-12) is admitted at no charge.

C. Volunteers

1) Number of volunteers

Based on past experience we will have over 25 volunteers

2.) Number of volunteer hours

We anticipated volunteers contributing 50 hours.

D. Attendance of event previous year(s)

The total number of visitors to the Williams Center for the Arts Artist Series is approximately 75,000 persons. (This includes the Williams Center for the Arts Artist Series, Northeast Iowa Honor Bands and Honor Choirs, Pre-All State High School Vocal Workshop, Programs and Concerts from the Oelwein Community Schools, Gallagher-Bluedorn children's plays, and various Community usages, as well as the State of Iowa, and the Federal Government.

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

The Williams Center for the Arts Artist Series begins in mid-August and runs through April, 2023. The Ultimate Garth Brooks Tribute was the first show in the series. It was held on August 20, 2022. The show cited for this grant will be Sunday, November 27, 2022.

4. Project Budget:

A. Please provide a project budget and schedule of completion including all expenses. If desired, the project budget may be attached to the application. If exact costs are not known please attach estimates to the application, which should be identified as such. Cost estimates are included at the conclusion of this grant request form in this application. Date of cost completion should be November 26,2023.

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

Matching funds:

Northeast Iowa Charitable Foundation, In-Kind donations, Memorials, Ticket Sales, Local Business Sponsorships (program ads)

The Williams Center for the Arts is hoping for a \$1,500 grant to help cover part of the cost of Christmas with the Celts.

C. Is this application "seed money" for a new? Project? If yes, Please explain.

It is not "seed" money.

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

This application helps to fund the existing ²⁰²³⁻²⁴~~2022-23~~ Artist Series at the Williams Center for the Arts.

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

Yes: X No: _____

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

Amount of Funding: The Williams Center Artist Series has received \$6,000 each year for the past several years. Prior to 2017, the City of Oelwein was able to assist the Williams Center Artist series in the amount of \$10,000 yearly. We are hoping for a \$1,500 grant.

Completion Date is November 26, 2023

BUDGET FOR: Kids from 1 to 92

Artist fee - \$13,000
Housing \$1230
Meals: TBD (estimated at \$500.00)
Sound and Lights: \$2,500
Advertising: \$743.00
Programs and posters: \$675.00
Hospitality: \$100.00
Transportation: \$700.00

Total Projected Costs: \$19,448.00

Hotel Motel FY2019

Fund 122

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

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

32,978.34 remaining balance T Report minus unpaid

Hotel Motel FY 2020

Past Fiscal Year

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

Current Fiscal Year

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

Treasurer's Report Fund 122

Month End Balance History

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

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

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

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Williams Center (prior year award)	6/1/2019	1500	6/10/2019	1500	9/18/2019	1500.00	\$20,000.00	
Oelwein Community Plaza Board	7/1/2019?	7800	7/22/2019	3900	8/21/2019	685.63	\$16,100.00	50% HM / 50% ED
"	"				9/10/2019	833.75		50% HM / 50% ED
"	"				9/23/2019	201.25		50% HM / 50% ED
"	"				10/11/2019	445.62		50% HM / 50% ED
"	"				10/21/2019	696.25		50% HM / 50% ED
"	"				11/7/2019	209.38		50% HM / 50% ED
Williams Center Q1	10/1/2019	1,500	10/14/2019	1,500	10/18/2019	1500.00	\$14,600.00	
Junior Husky Basketball Club	10/1/2019	3,105	10/14/2019	3,105	2/12/2020	3105.00	\$11,495.00	
Williams Center Q2	12/1/2019	1,500	2/24/2020	1,500	2/25/2020	1500.00	\$9,995.00	
Williams Center Q3	3/1/2020	1,500	2/24/2020	1,500				
Fayette Co Ag Society	3/1/2020	6,000	3/9/2020	6,000	7/20/2020	6000.00		
Oelwein Celebrations	3/1/2020	5,000	3/9/2020	5,000				
Rotary Club		2,000		2,000	7/29/2020	6/22/1905		
Grand Theatre - new seating		10,000	6/23/2020	10,000				
Current FY Total Awarded				\$	34,505.00			
Amt Remaining to be awarded				\$	<u>(14,505.00)</u>			

Hotel Motel FY 2021

Past Fiscal Year

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

Current Fiscal Year

Estimated Revenue 2021

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

Treasurer's Report Fund 122

Month End Balance History

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

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

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

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

Hotel Motel FY 2022

Past Fiscal Year

Fund 122 balance 6/30/2021 45,342.41

45,342.41

Current Fiscal Year

Estimated Revenue 2022 65,000.00

less Revenue to General Fund 50% (32,500.00)

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

FY 2021-22 available for tourism awards 22,500.00

Treasurer's Report Fund 122

Month End Balance History

July	39,351.49
August	55,236.52
September	55,247.53
October	53,758.24
November	53,768.35
December	78,741.94
January	78,756.07
February	78,768.82
March	73,420.04
April	60,434.08
May	67,643.97
June	

Revenue Rec'd Tracking (s/b \$65,000)

August '21	15,877.61
December '21	24,963.75
February '22	14,637.03
June '22	11,198.41
	<u>66,676.80</u>

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Williams Center	9/1/2021	1,500	9/13/2021	1,500	10/28/2021	1,500		
Grande Theatre of Oelwein	10/1/2021	10,000	10/11/2021	20,000	3/4/2022	20,000		
Williams Center	12/1/2021	1,500.00	12/22/2021	1,500	4/6/2022	1,500		
Williams Center	2/1/2022	1,500	2/14/2022	1,500	4/21/2022	1,500		
Junior Husky Basketball Club	2/1/2022	4,000	2/28/2022	4,000	5/25/2022	4,000		
Oelwein Celebrations	3/1/2022	15,000	3/28/2022	10,000	4/6/2022	10,000		
Williams Center	5/1/2022	1,500	5/9/2022	1,500				

Hotel Motel FY 2023

Past Fiscal Year

Fund 122 balance 6/30/2022 \$ 24,970.38

Current Fiscal Year

Estimated Revenue 2023 74,218.82
 less Revenue to General Fund 50% (36,367.22)
 less Revenue to Trails (to trans 6-2021) (10,000.00)
FY 2022-23 available for tourism awards \$ 27,851.60

Treasurer's Report Fund 122

Month End Balance History

July 24,989.08
 August 37,314.62
 September 34,823.52
 October 34,841.83
 November 34,859.81
 December 65,403.62
 January 52,989.17
 February 60,015.73
 March 58,655.50
 April 58,763.05
 May 67,802.38
 June 67,802.38 (tentative)

Revenue Rec'd Tracking (s/b \$65,000)

August '22 19,820.08
 December '22 31,997.70
 February '23 11,955.09
 May '23 10,445.95
\$ 74,218.82

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Williams Center	5/1/2022	1,500	5/9/2022	1,500	8/25/2022	1,500		
Fayette County Agricultural Society	7/1/2022	7,000	7/12/2022	6,000	8/31/2022	6,000		
O-Town Mania	8/1/2022	2,500	8/8/2022	2,500	9/7/2022	2,500		
Williams Center	8/25/2022	1,500	9/12/2022	1,500	12/8/2022	1,500		
Williams Center	11/15/2022	1,500	11/28/2022	1,500	3/14/2023	1500.00		
Oelwein-Celebrations	12/1/2022	15,000	12/19/2022					\$5K awarded but not having Oel Celebrations summer 2023
Waste Industry Historical Society	10/13/2022	5,000	12/19/2022	5,000	2/7/2023	4,951.48		
OCAD - 150 year celebration	12/12/2022	50,000	12/12/2022	12,500	1/13/2023	12,500		\$50K awarded 50/50 split with 160-5200-64133
OCAD - 150 year celebration	12/12/2022	50,000	12/12/2022	12,500	6/20/2023	12,500		
Williams Center	3/1/2023	1,500	3/13/2023	1,500	5/31/2023	1500.00		
Fayette County Agricultural Society	4/1/2023	5,000	4/24/2023	5,000				(to be paid in FY24??)
Williams Center	6/1/2023	1,500	6/12/2023	1,500				
Italian Heritage Days	6/1/2023	600	6/12/2023	600	7/12/2023	600.00		
\$ 3,935.16 Available to award								

Hotel Motel FY 2023

Past Fiscal Year

Fund 122 balance 6/30/2023 \$ 12,934.56

Current Fiscal Year

Estimated Revenue 2023

65,000.00
 less Revenue to General Fund 50% (31,850.00)
 less Revenue to Trails (to trans 6-2021) (10,000.00)
FY 2023-24 available for tourism awards \$ 23,150.00

Treasurer's Report Fund 122

Month End Balance History

July 12,355.78
 August
 September
 October
 November
 December
 January
 February
 March
 April
 May
 June (tentative)

Revenue Rec'd Tracking (s/b \$65,000)

August '22 18,306.47
 December '22
 February '23
 May '23
\$ 18,306.47

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Fayette County Agricultural Society	4/1/2023	5,000	4/24/2023	5,000				
Williams Center	6/1/2023	1,500	6/12/2023	1,500				
Italian Heritage Days	6/1/2023	600	6/12/2023	600	7/12/2023	600.00		
Oelwien Celebrations	8/1/2023	20,000	8/28/2023	5,000.00				split? 15K Econ Dev
			Total	\$ 12,100.00				

\$ 23,984.56 Available to award



TONS OF FUN FOR THE ENTIRE FAMILY!!
OCTOBER 7TH 2023

OELWEIN & SURROUNDING AREAS! WE WOULD LIKE TO THANK YOU FOR TAKING THE TIME TO LOOK AT OUR EVENT! GIVE BACK TO OUR COMMUNITY AND HELP ADVERTISE YOUR BUSINESS! THIS EVENT IS VEERED TOWARD OUR COMMUNITY FAMILIES & BUSINESSES. WE CAN'T DO IT WITHOUT ALL OF YOUR HELP.

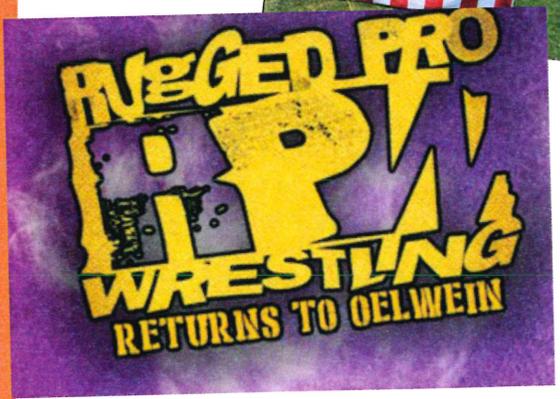


Any contribution would be GREATLY appreciated! We are looking for ANY type of donation you would consider for this fun family event.

- ☆ gift cards
- ☆ cash/donation
- ☆ gift baskets/ products from your business

Anything you can do to help make this event a fun & family filled day for the local customers & friends in our community!

We want to thank you again for your support!



Activities

- Mustang Unstable invades O-Town
- Cotton candy/ snow cone
- Bounce houses
- Train rides
- Mechanical Bull
- 50/50 raffle
- Eating contest
- Free food

If your business would like to sponsor:
bounce houses, balloon man, train ride, wrestling, ect.
please contact:
Shawn @ 319 238 3598 or
Christina @ 319 238 3623

- WE WANT TO GIVE A SHOUT OUT TO OUR YEARLY SPONSORS:**
- Hyvee Dollar Fresh
 - O-Town Cans
 - J & H Construction
 - Ace Hardware
 - Tindell shoes
 - Full Circle Services
 - Tyson's foods BBQ team
 - City of Oelwein

OCTOBER 7TH 2023



**CITY OF OELWEIN
HOTEL AND MOTEL TAX FUNDING APPLICATION
(TOURISM)**

Application Deadlines
September 1 -- December 1
March 1 -- June 1

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

Organization Name: O-Town Mania

Contact Name: Shawn Bentley

Mailing Address: 330 S. Frederick

City, State, Zip: Oelwein, IA 50602

Phone: 238-3598 **Fax:** _____ **Email Address:** edmonds311@gmail

Total Project Cost: 2500.⁰⁰

Total Requested from Hotel/Motel Tax Funds: \$ 2500.⁰⁰

Please indicate which category you are applying for funds:

- Category 1 - Primary
- Category 2 - Community Culture and Education
- Category 3 - Community Recreation and Events
- Category 4 - New and Emerging Organization and Events

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

Applicant:

by:

Date 8-13-23

Shawn Bentley
(printed name)

CITY OF OELWEIN HOTEL/MOTEL TAX FUNDING APPLICATION (Tourism)

Project Identification

1. What is the title of your project?

fireworks

Provide a brief description of your project. Attach additional pages, if needed.

a give back to the community for supporting our local businesses and bringing visitors to our town.

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

this is the 3rd year we have done it we continue to bring people

3. Project Evaluation:

A. Targeted Population

All of Oelwein + surrounding areas

1) Hotel/Motel guests generated by project

30

a. Number of projected hotel/motel guests.

b. How will hotel/motel guests be tracked.



2) Number of adults the project will reach

300+

3) Number of youth the project will reach

200+

B. Geographic area of draw

surrounding areas of Oelwein

C. Volunteers

1) Number of volunteers

20

2) Number of volunteer hours

8+

D. Attendance of event previous year(s)

450+ - 2022

E. Day open to public or performance(s)

Yes

4. Project Budget

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

NA

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

O-Town Cans
O-Town Discounts

C. Is this application "seed money" for a new project? If yes, please explain.

no

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

no

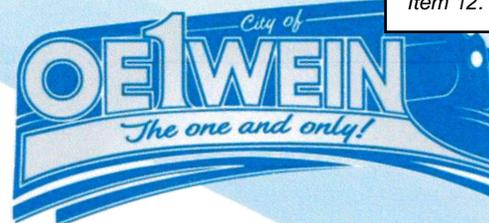
E. Have you ever received Hotel/Motel Tax Funding from the City of Oelwein in the past?

Yes: No: (check one)

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

Amount of Funding: \$ 2500.00

Date of Funding: Oct. 2022



Assurances

Applicants hereby agree and acknowledge that:

If they are awarded funds, they will conduct their operations in accordance with Title VI and the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, as amended, which prohibits discrimination against any employee, applicant for employment, or any person participating in a sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;

They will comply with the Americans with Disabilities Act;

They will comply with all other applicable State and federal laws, rules, ordinances, regulations, and orders;

They will expend funds, received as a result of this application, solely on the described project and programs included within the grant application documents within the fiscal year from which the grant is disbursed;

If they are awarded funds, applicants will include in all appropriate promotions, publicity, advertising, and in printed material the following credit line as applicable:

This project was partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

Our operations are partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

Our operations are and this project was partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

The filing of this application has been approved by the legally authorizing body of the applicant, if applicable;

The facts, figures and information contained in this application including all attachments, are true and correct;

Failure to comply with the administrative rules for this program will result in the forfeiture of funds allocated based upon this application grant;

All records of the grantee relating to this grant application are available during reasonable business hours to the City or their authorized representative upon request;

All records of the grantee related to this grant will be maintained for a period of three years following the date the final grant payment is made;





Assurances Continued

All grantees acknowledge that the source of the grant it is requesting from the City comes from the hotel and motel tax applicable in the City of Oelwein as contemplated by Iowa Code Chapter 422A (2007). The grantee specifically acknowledges the limited use that can be made of hotel and motel tax revenues and assures the City of Oelwein that the grant will be used only for allowable purposes as specifically set forth in Iowa Code Chapter 422A (2) (4) (2007). The grantee additionally and specifically acknowledges and assures the City of Oelwein that it will not use the grant for any purpose, which would be improper pursuant to this law. Furthermore, the grantee warrants that should it use the grant for any purpose not allowed by Iowa Code Section 422A (2)(4)(2007) that it will reimburse, in full, the City of Oelwein the entire amount of the grant;

All grantees acknowledge and assure the City of Oelwein that all grant funds received shall be segregated from other funds maintained by the grantee, until used for the proper purposes as described herein. The sums will be deposited into a segregated, identifiable checking account;

All grantees expressly acknowledge and assure the City of Oelwein that none of the sums received hereunder shall be used for "political purposes" as contemplated by Chapter 56 of the Code of Iowa (2007).

Cost Reimbursement

- A complete project budget and schedule of completion must be included with the application.
- Applicants must have accurate estimates included with the project budget.
- Applicants are eligible for up to 100% funding and funds will be distributed upon approval of the City of Oelwein City Council.
- Funds will be paid only to the applicant, not to contractors or vendors.
- Upon completion of the project, the applicant must submit documentation of expenses and a project recap **within 60 days to City Hall.**
- Any funds that are not expended or are found to be outside the scope of the grant made by the Funding Advisory Board must be reimbursed/returned, by the applicant, to the City of Oelwein **within 60 days.**
- **Failure to comply with the aforementioned rules will prohibit the applicant from applying for funds for one year.**

Recipient

Date

Recipient

Date

Hotel Motel FY2019

Fund 122

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

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

32,978.34 remaining balance T Report minus unpaid

Hotel Motel FY 2020

Past Fiscal Year

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

Current Fiscal Year

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

Treasurer's Report Fund 122

Month End Balance History

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

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

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

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Williams Center (prior year award)	6/1/2019	1500	6/10/2019	1500	9/18/2019	1500.00	\$20,000.00	
Oelwein Community Plaza Board	7/1/2019?	7800	7/22/2019	3900	8/21/2019	685.63	\$16,100.00	50% HM / 50% ED
"	"				9/10/2019	833.75		50% HM / 50% ED
"	"				9/23/2019	201.25		50% HM / 50% ED
"	"				10/11/2019	445.62		50% HM / 50% ED
"	"				10/21/2019	696.25		50% HM / 50% ED
"	"				11/7/2019	209.38		50% HM / 50% ED
Williams Center Q1	10/1/2019	1,500	10/14/2019	1,500	10/18/2019	1500.00	\$14,600.00	
Junior Husky Basketball Club	10/1/2019	3,105	10/14/2019	3,105	2/12/2020	3105.00	\$11,495.00	
Williams Center Q2	12/1/2019	1,500	2/24/2020	1,500	2/25/2020	1500.00	\$9,995.00	
Williams Center Q3	3/1/2020	1,500	2/24/2020	1,500				
Fayette Co Ag Society	3/1/2020	6,000	3/9/2020	6,000	7/20/2020	6000.00		
Oelwein Celebrations	3/1/2020	5,000	3/9/2020	5,000				
Rotary Club		2,000		2,000	7/29/2020	6/22/1905		
Grand Theatre - new seating		10,000	6/23/2020	10,000				
Current FY Total Awarded				\$	34,505.00			
Amt Remaining to be awarded				\$	<u>(14,505.00)</u>			

Hotel Motel FY 2021

Past Fiscal Year

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

Current Fiscal Year

Estimated Revenue 2021

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

Treasurer's Report Fund 122

Month End Balance History

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

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

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

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

Hotel Motel FY 2022

Past Fiscal Year

Fund 122 balance 6/30/2021 45,342.41

45,342.41

Current Fiscal Year

Estimated Revenue 2022

65,000.00

less Revenue to General Fund 50% (32,500.00)

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

FY 2021-22 available for tourism awards 22,500.00

Treasurer's Report Fund 122

Month End Balance History

July 39,351.49

August 55,236.52

September 55,247.53

October 53,758.24

November 53,768.35

December 78,741.94

January 78,756.07

February 78,768.82

March 73,420.04

April 60,434.08

May 67,643.97

June

Revenue Rec'd Tracking (s/b \$65,000)

August '21 15,877.61

December '21 24,963.75

February '22 14,637.03

June '22 11,198.41

66,676.80

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Williams Center	9/1/2021	1,500	9/13/2021	1,500	10/28/2021	1,500		
Grande Theatre of Oelwein	10/1/2021	10,000	10/11/2021	20,000	3/4/2022	20,000		
Williams Center	12/1/2021	1,500.00	12/22/2021	1,500	4/6/2022	1,500		
Williams Center	2/1/2022	1,500	2/14/2022	1,500	4/21/2022	1,500		
Junior Husky Basketball Club	2/1/2022	4,000	2/28/2022	4,000	5/25/2022	4,000		
Oelwein Celebrations	3/1/2022	15,000	3/28/2022	10,000	4/6/2022	10,000		
Williams Center	5/1/2022	1,500	5/9/2022	1,500				

Hotel Motel FY 2023

Past Fiscal Year

Fund 122 balance 6/30/2022 \$ 24,970.38

Current Fiscal Year

Estimated Revenue 2023 74,218.82
 less Revenue to General Fund 50% (36,367.22)
 less Revenue to Trails (to trans 6-2021) (10,000.00)
FY 2022-23 available for tourism awards \$ 27,851.60

Treasurer's Report Fund 122

Month End Balance History

July 24,989.08
 August 37,314.62
 September 34,823.52
 October 34,841.83
 November 34,859.81
 December 65,403.62
 January 52,989.17
 February 60,015.73
 March 58,655.50
 April 58,763.05
 May 67,802.38
 June 67,802.38 (tentative)

Revenue Rec'd Tracking (s/b \$65,000)

August '22 19,820.08
 December '22 31,997.70
 February '23 11,955.09
 May '23 10,445.95
\$ 74,218.82

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Williams Center	5/1/2022	1,500	5/9/2022	1,500	8/25/2022	1,500		
Fayette County Agricultural Society	7/1/2022	7,000	7/12/2022	6,000	8/31/2022	6,000		
O-Town Mania	8/1/2022	2,500	8/8/2022	2,500	9/7/2022	2,500		
Williams Center	8/25/2022	1,500	9/12/2022	1,500	12/8/2022	1,500		
Williams Center	11/15/2022	1,500	11/28/2022	1,500	3/14/2023	1500.00		
Oelwein-Celebrations	12/1/2022	15,000	12/19/2022					\$5K awarded but not having Oel Celebrations summer 2023
Waste Industry Historical Society	10/13/2022	5,000	12/19/2022	5,000	2/7/2023	4,951.48		
OCAD - 150 year celebration	12/12/2022	50,000	12/12/2022	12,500	1/13/2023	12,500		\$50K awarded 50/50 split with 160-5200-64133
OCAD - 150 year celebration	12/12/2022	50,000	12/12/2022	12,500	6/20/2023	12,500		
Williams Center	3/1/2023	1,500	3/13/2023	1,500	5/31/2023	1500.00		
Fayette County Agricultural Society	4/1/2023	5,000	4/24/2023	5,000				(to be paid in FY24??)
Williams Center	6/1/2023	1,500	6/12/2023	1,500				
Italian Heritage Days	6/1/2023	600	6/12/2023	600	7/12/2023	600.00		
\$ 3,935.16 Available to award								

Hotel Motel FY 2023

Past Fiscal Year

Fund 122 balance 6/30/2023 \$ 12,934.56

Current Fiscal Year

Estimated Revenue 2023

65,000.00
 less Revenue to General Fund 50% (31,850.00)
 less Revenue to Trails (to trans 6-2021) (10,000.00)
FY 2023-24 available for tourism awards \$ 23,150.00

Treasurer's Report Fund 122

Month End Balance History

July 12,355.78
 August
 September
 October
 November
 December
 January
 February
 March
 April
 May
 June (tentative)

Revenue Rec'd Tracking (s/b \$65,000)

August '22 18,306.47
 December '22
 February '23
 May '23
\$ 18,306.47

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Fayette County Agricultural Society	4/1/2023	5,000	4/24/2023	5,000				
Williams Center	6/1/2023	1,500	6/12/2023	1,500				
Italian Heritage Days	6/1/2023	600	6/12/2023	600	7/12/2023	600.00		
Oelwien Celebrations	8/1/2023	20,000	8/28/2023	5,000.00				split? 15K Econ Dev
			Total	\$ 12,100.00				

\$ 23,984.56 Available to award



Policy: Demolition Assistance

Adopted by Resolution: 5296-2021

Date: September 13, 2021

The City of Oelwein wants to improve the community by removing homes that no longer provide a safe and habitable living condition for community members. To help achieve this goal, the city will provide demolition assistance to property owners in Oelwein. Demolition assistance is paid to the property owner who successfully demolishes a home and either adds to their current property or builds on the demolished property.

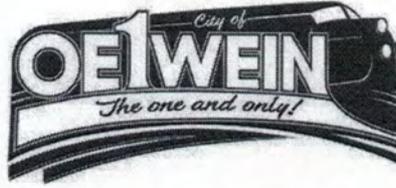
Rules of the program

- The city will fund 50 percent of the demolition with a maximum award of \$5,000 as a reimbursement
- Applicants who have received income from the property are not eligible
- Strong consideration is given to applicants who acquire an adjacent property and want to add to their existing property

The process for the award is as follows:

- The applicant must provide two demolition bids for the property
- The applicant must apply to the city via the demolition assistance application
- All homes that are applying for assistance must be inspected by the city
- Applications and completed inspections are sent to the Planning, Finance, Enterprise, and Economic Development Committee for recommendation to council
 - This committee meets as needed and as time allows
- The Committee can recommend funding, recommend denying funding, or provide a recommendation with conditions
- Once the council approves funds, the applicant then proceeds to work with their contractor on the demolition of the property
- Contractors must pull a permit for a demolition in the City of Oelwein
- Once the demolition is completed and passes the demolition inspection, the property owner submits landfill tickets and copies of paid invoices to the city
- A reimbursement check is cut to the property owner once all building permits are clear and all paperwork has been provided to the city

While the city strives to follow the above guidelines, exceptions can be made in dire circumstances. This program helps the city avoid demolishing a home and bearing all of the cost.



DEMOLITION ASSISTANCE APPLICATION

Demolition cost assistance for up to 50 percent, with a limit not to exceed \$5,000 is available from the City of Oelwein through Neighborhood Revitalization Program Funds. Application deadlines are January 1, April 1, July 1 and October 1 annually. Along with the application, two demolition bids must be included for consideration. All qualified applications will be reviewed and prioritized by the Oelwein City Council. Reimbursement of funds will be awarded 30 days after demolition, once the final demolition invoice and proof of payment are provided and a successful inspection is completed by a Code Enforcement Officer.

A qualified applicant may apply for funding demolition to more than one qualified property. A qualified property may only receive a single award of program funds. Applications which are not funded may reapply.

PROJECT INFORMATION

Address of Property to be Demolished:

420 8th St. SW, Oelwein Iowa 50662

Applicant Name:

FSI Holdings, LLC (Fortressjoy) / ^{PO} Noelle Coleman

Owner Name:

FSI Holdings LLC (Fortressjoy)

Mailing Address:

1309 Coffeen Ave. Ste 1200, Sheridan, WY 82801

City, State, Zip:

Sheridan, WY 82801

Phone:

319-214-0280 (Gaea)

E-mail Address:

gaea@fortressjoy.com

Legal Description:

W 14' Lot 13 & S 1/2 Lots 14 & 15
Blk 3, Fruits Add.

Application date:

[Redacted]

Is the property cleaned out? If not, why?

(Attach additional page if necessary)

No, will clean out prior to demo.

Why do you need the financial assistance on the tear down?

(Attach additional page if necessary)

The cost to renovate is more than we can budget and more inconvenience to the neighbors.

What is the future of this property?

To sell to neighboring property owners

If qualified applicant has received Economic Development Neighborhood Revitalization Program funding for any other qualified property, for each property state the following:

Year awarded N/A Project (address of property) N/A

Amount awarded N/A

List last date the structure was continuously occupied 11/23/2020

List the last time this structure was served by utilities 11/23/2020

If Applicant is qualified as the purchaser pursuant to a valid offer to buy the qualified property, then attach a copy of offer to buy or other purchase contract document.

List partners and identify participation in the project (such as, financial, administrative, etc.):

Partner	Identify participation in project
N/A	N/A

(For Official Use Only)

Community Development Department Application Review

Application reviewed on: 9/1/2023

Application reviewed by: David Kral - Building Official

Comments:

Extremely dilapidated property. Has sat vacant for numerous years. Fire damage, water damage, foundation failure, roof failure, animal feces and junk throughout. Junk and overgrown trees/weeds throughout large lot. Salvageable garage that needs some restoration.

Bryan Construction Inc

1302 Outer Rd
Oelwein, IA. 50662

Item 13.

Estimate

DATE	ESTIMATE NO.
7/27/2023	2400

NAME / ADDRESS
FJI-II Holdings, LLC 1309 Coffeen Ave, Ste 1200 Sheridan, WY 82801

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Demolition House 407 8th St. SW Oelwein, IA 1. Cap Utilities As Required By City 2. Provide City Of Oelwein Demolition Permit 3. Remove Trees As Needed 4. Demolish And Remove House, Shed, And Debris In Front Of Garage 5. Transport / Disposal Of House ,Contents, And Debris At Black Hawk County Landfill 6. Remove Foundations And Provide Clean Fill To Minimum 4' Depth 7. Provide 4" Top Soil And Finish Grade 9. All Work To Be In Compliance With Governing Regulations 10. Tire Removal Fee Is \$30.00 Each (Not Included) 12. Payment : \$7,250. Upon Acceptance. Balance Upon Completion Electrical service is still in place. Alliant Energy will need to be notified for removal.		14,500.00	14,500.00
Proposal Valid For 30 Days		TOTAL	\$14,500.00

Lonnie & Jennifer Brewer

1281 Fontana Blvd
Hazleton, IA 50641

Estimate

Date	Estimate #
7/24/2023	533

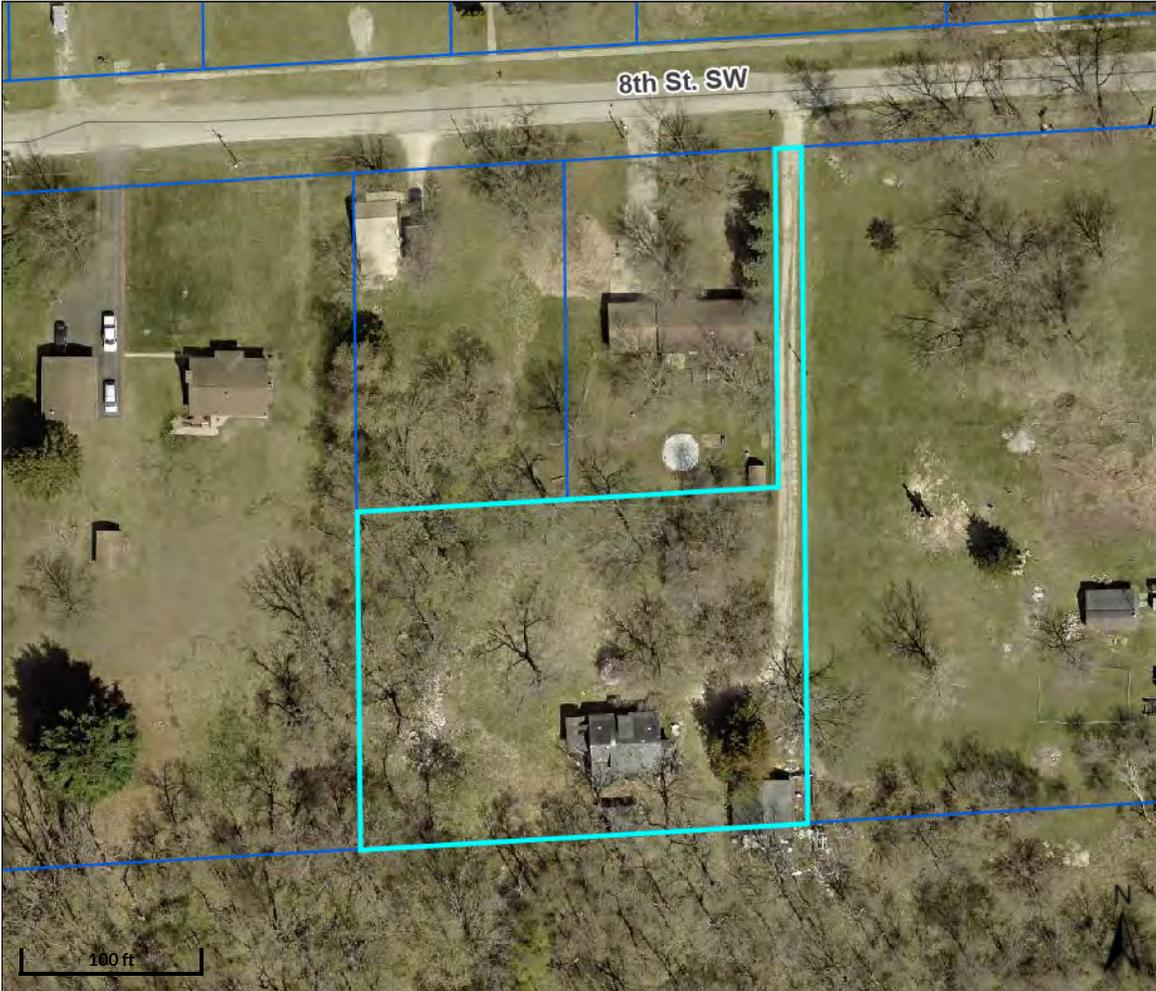
Name / Address
Noelle Coleman

Project

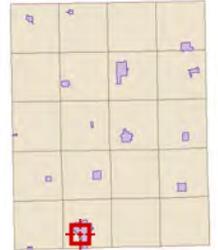
Description	Qty	Cost	Total
Remove and dispose of structure at 420 8th Street S.W. in Oelwein. All work done to City Specs for Demolition.	1	15,700.00	15,700.00
Prices quoted good for 60 days		Total	\$15,700.00

Customer Signature _____

420 8th St SW



Overview



Legend

-  Corporate Limits
-  Parcels
- Major Highways**
-  County Highway
-  Federal Highway
-  State Highway
-  Roads

Parcel ID	1828151001	Alternate ID	n/a	Owner Address	FJI-II Holdings, LLC
Sec/Twp/Rng	28-91-9	Class	R		1309 Coffeen Ave, Ste 1200
Property Address	420 8TH ST. SW	Acreage	1.04		Sheridan, WY 82801
	OELWEIN				
District	OELWEIN OELWEIN INC				
Brief Tax Description	W 14' LOT 13 & S 1/2 LOTS 14 & 15 BLK 3, IRVINES ADD				
	(Note: Not to be used on legal documents)				

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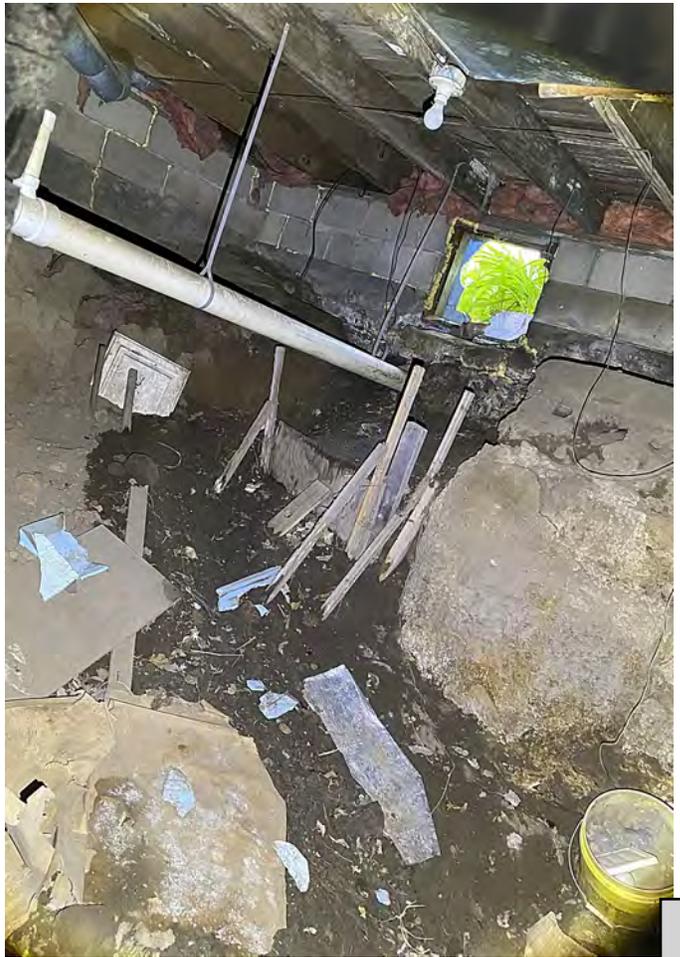






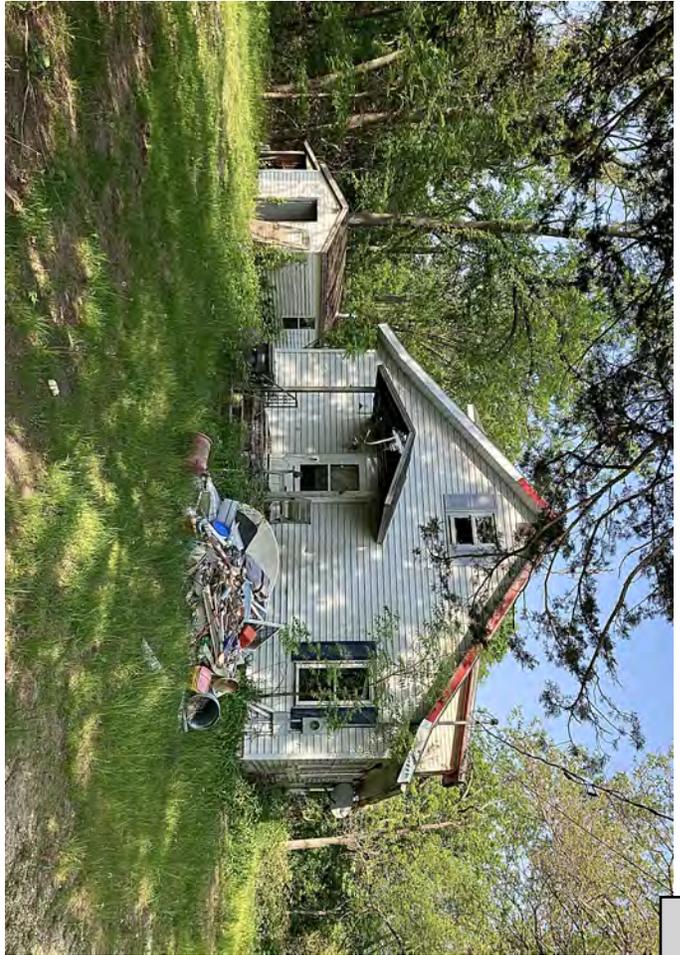














Policy: Demolition Assistance

Adopted by Resolution: 5296-2021

Date: September 13, 2021

The City of Oelwein wants to improve the community by removing homes that no longer provide a safe and habitable living condition for community members. To help achieve this goal, the city will provide demolition assistance to property owners in Oelwein. Demolition assistance is paid to the property owner who successfully demolishes a home and either adds to their current property or builds on the demolished property.

Rules of the program

- The city will fund 50 percent of the demolition with a maximum award of \$5,000 as a reimbursement
- Applicants who have received income from the property are not eligible
- Strong consideration is given to applicants who acquire an adjacent property and want to add to their existing property

The process for the award is as follows:

- The applicant must provide two demolition bids for the property
- The applicant must apply to the city via the demolition assistance application
- All homes that are applying for assistance must be inspected by the city
- Applications and completed inspections are sent to the Planning, Finance, Enterprise, and Economic Development Committee for recommendation to council
 - This committee meets as needed and as time allows
- The Committee can recommend funding, recommend denying funding, or provide a recommendation with conditions
- Once the council approves funds, the applicant then proceeds to work with their contractor on the demolition of the property
- Contractors must pull a permit for a demolition in the City of Oelwein
- Once the demolition is completed and passes the demolition inspection, the property owner submits landfill tickets and copies of paid invoices to the city
- A reimbursement check is cut to the property owner once all building permits are clear and all paperwork has been provided to the city

While the city strives to follow the above guidelines, exceptions can be made in dire circumstances. This program helps the city avoid demolishing a home and bearing all of the cost.



DEMOLITION ASSISTANCE APPLICATION

Demolition cost assistance for up to 50 percent, with a limit not to exceed \$5,000 is available from the City of Oelwein through Neighborhood Revitalization Program Funds. Application deadlines are January 1, April 1, July 1 and October 1 annually. Along with the application, two demolition bids must be included for consideration. All qualified applications will be reviewed and prioritized by the Oelwein City Council. Reimbursement of funds will be awarded 30 days after demolition, once the final demolition invoice and proof of payment are provided and a successful inspection is completed by a Code Enforcement Officer.

A qualified applicant may apply for funding demolition to more than one qualified property. A qualified property may only receive a single award of program funds. Applications which are not funded may reapply.

PROJECT INFORMATION

Address of Property to be Demolished: 1126 South Fredrick

Applicant Name: Cardyn Vine

Owner Name: Carolyn Vine

Mailing Address: 109 Mulford Dr

City, State, Zip: Oelwein Ia 50662

Phone: 319-283-4073

E-mail Address:

Legal Description: lot 6 Block 1 manufactures edition to Oelwein, Fayette Cty, Ia

Application date: 7-24-2023

Is the property cleaned out? If not, why?

(Attach additional page if necessary)

No, have to get a dumpster. Has been storage but has become in bad repair, has been mostly cleaned out now.

Why do you need the financial assistance on the tear down?

(Attach additional page if necessary)

Its expensive to have done and I am retired

What is the future of this property?

To just have the 2 garages on it

If qualified applicant has received Economic Development Neighborhood Revitalization Program funding for any other qualified property, for each property state the following:

Year awarded [redacted] Project (address of property) [redacted]

Amount awarded [redacted]

List last date the structure was continuously occupied always been storage, never lived in

List the last time this structure was served by utilities elec. still on

If Applicant is qualified as the purchaser pursuant to a valid offer to buy the qualified property, then attach a copy of offer to buy or other purchase contract document.

List partners and identify participation in the project (such as, financial, administrative, etc.):

Partner	Identify participation in project
[redacted]	[redacted]
[redacted]	[redacted]

(For Official Use Only)

Community Development Department Application Review

Application reviewed on: 9/1/2023

Application reviewed by: David Kral - Building Official

Comments:
 Dilapidated vacant home. Used as storage. Boarded and failing windows, failing front door sill and frame, siding failure, potential rodent/vagrant harborage, visible foundation issues, random junk on property. Has not been occupied in numerous years. Large steel storage garage on property to remain.

Lonnie & Jennifer Brewer

1251 Fontana Blvd
Hazleton, IA 50641

Estimate # Item 14.

Date	Estimate #
8/14/2023	555

Name / Address
Carolyn Vine

			Project
Description	Qty	Cost	Total
Demolish and clean up property at 1126 South Frederick Ave. Oelwein IA 50662 Waste materials will be hauled away and disposed of at County Landfill All work will be done according to City Specs and Will be done timely. Any debris removed that can be scrapped as metal will be scrapped as metal. (and is property of contractor) Work can begin as soon as (9-1-2023), If approved.	1	5,300.00	5,300.00
Prices quoted good for 60 days		Total	\$5,300.00

Customer Signature _____

Bryan Construction Inc

1302 Outer Rd
Oelwein, IA. 50662

Item 14.
Estimate

DATE	ESTIMATE NO.
7/31/2023	2402

NAME / ADDRESS
Carolyn Vine 109 S. Mulford Dr. Oelwein, IA 50662

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Demolition House 1126 S. Frederick, Oelwein 1. Cap Utilities As Required By City 2. Provide City Of Oelwein Demolition Permit 3. Remove Trees As Needed 4. Demolish And Remove House 5. Transport / Disposal Of House ,Contents, And Debris At Black Hawk County Landfill 6. Remove Foundations And Provide Clean Fill To Minimum 4' Depth 7. Provide 4" Top Soil And Finish Grade 9. All Work To Be In Compliance With Governing Regulations 10. Tire Removal Fee Is \$30.00 Each (Not Included)		5,800.00	5,800.00
Proposal Valid For 30 Days		TOTAL	\$5,800.00





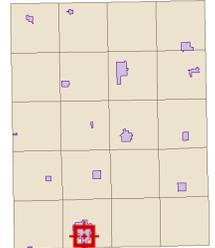




1126 S Frederick



Overview



Legend

-  Corporate Limits
-  Parcels
- Major Highways**
-  County Highway
-  Federal Highway
-  State Highway
-  Roads

Parcel ID	1828328016	Alternate ID	n/a	Owner Address	Vine, Carolyn E.
Sec/Twp/Rng	28-91-9	Class	R		109 S. Mulford Dr.
Property Address	1126 S. FREDERICK	Acreage	n/a		Oelwein, IA 50662
	OELWEIN				
District	OELWEIN OELWEIN INC				
Brief Tax Description	LOT 6 BLK 1				
	MANUFACTURERS ADD				
	(Note: Not to be used on legal documents)				

Disclaimer: Fayette County, the Fayette County Assessor and their employees make every effort to produce and publish the most current and accurate information possible. The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. See the recorded documents for more detailed legal information. Data is provided in "as is" condition. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Fayette County and its employees assume no responsibility for the consequences of inappropriate uses or interpretations of the data. Any person that relies on any information obtained from this site does so at his or her own risk. All critical information should be independently verified. If you have questions about this site please contact the Assessor's Office at (563) 422-3397.

Date created: 9/1/2023
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Developed by  **Schneider**
 GEOSPATIAL

Dear Mayor DeVoe + Council Members :

We the Vance Family would like to gift the Property at 204 8th AVE S.W. to the City via quit claim deed.

The water has been turned off and the final bill has been paid.

The gas + electric has been turned off and the final bill turned over to Marion Vance Estate via Washington Law Firm Washington, Ia Ph 1-319-653-5431

The taxes are paid up until Sept 30, 2023 and if quit claim deeded to the City of Oelwein we will pay the 1st half for 2024 which will be \$246 ⁰⁰

Our reason for quit claim to the City instead of selling is our Sister Bernadine has dementia and is in a nursing home. Her daughter is very concerned that any money received from the property will adversely affect their whole situation financially. That being the case our best option is to gift the property to the City!

This being our responsibility is from the life estate our Mother set up in her will. None of us wanted any part of the property and only now realize the predicament this has put us in.

All of us are old & retired and do not have the finances to deal properly with this situation, so our hope is the City of Oelwein will except our quitclaim deed offer!

Those still listed on the life Estate deed are

Mary Jo Thurn
2693 305th St.
Chelsea, Iowa 52215

Bob Vance
1363 N. Plaza Dr. #12
Apache Junction, ARIZ. 85120

Bernadine Johnson & Lisa Johnson
340 East Creston AVE.
Des Moines, Iowa 50315

Nancy Torres
last known address
Garland Texas

We do hope you will accept our offer
for Quit Claim Deed to
204 8th AVE S.W. Oelwein Iowa

Yours Truly The Vance Family.
William A. Vance

Box 282
Azleton, IA 50641

1-319-636-2732

IN THE IOWA DISTRICT COURT
FAYETTE COUNTY

IN THE MATTER)	Probate No. ESPR _____
OF THE ESTATE OF)	DESIGNATION OF ATTORNEY
MARION LEROY VANCE, Deceased)	

The fiduciary(ies) to assist in the administration of this matter, designate(s):

Name of Attorney in charge: Kathryn J. Salazar

Name of Firm: Washington Law Office, LLP

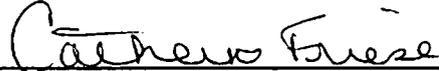
Post Office Address: 211 W Washington St, PO Box 867

Washington, Iowa 52353

Telephone Number: (319) 653-5431

Email: kathy@washialaw.com

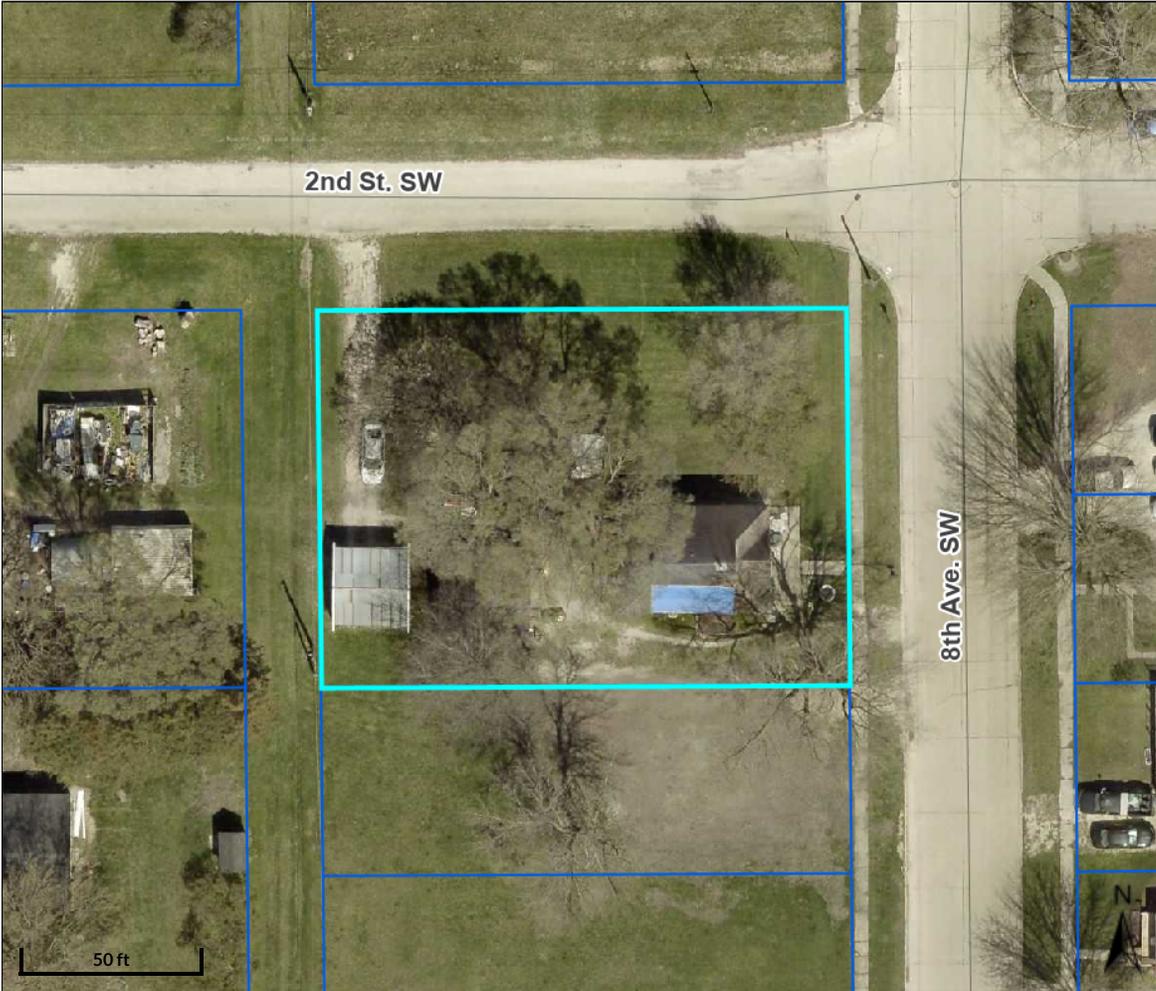
Dated: July 10, 2023


 Catherine Friese Signature of Fiduciary

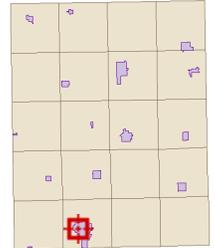
Section 633.82, The Code
Designation of Attorney

KJS:kb 2023 06 12
Vance Marion est\designation of attorney

204 8th Ave SW



Overview



Legend

- Corporate Limits
- Parcels
- Major Highways**
- County Highway
- Federal Highway
- State Highway
- Roads

Parcel ID	1820435014	Alternate ID	n/a	Owner Address	Vance, William Et Al
Sec/Twp/Rng	20-91-9	Class	R		Vance, Marion s/l/e
Property Address	204 8TH AVE. SW	Acreage	n/a		204 8th Ave. SW
	OELWEIN				Oelwein, IA 50662
District	OELWEIN OELWEIN INC				
Brief Tax Description	LOTS 21 & 22 BLK 15				
	ARMSTRONGS ADD				
	(Note: Not to be used on legal documents)				

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Developed by **Schneider**
 GEOSPATIAL



Policy: Oelwein Property Forfeiture Policy

Adopted by Resolution: 5297-2021

Date: September 13, 2021

The City is willing to work with property owners when the situation is advantageous to the city and community members. Anyone who owns a property, residential or commercial, that they can no longer manage may submit a request to sign the property over to the city. The process below outlines how a property owner can quitclaim deed their property over to the city:

- The property owner works with Community Development on an inspection of the property
- Community Development inspects the property and produces a report
- The property owner writes a letter to the city making a request for the property to be quitclaim deeded to the city
- The report and letter from the owner is presented to the Planning, Finance, Enterprise and Economic Development Committee with a recommendation from the City Administrator
- The Committee will make a recommendation to council
- Council will vote the same night through a motion to accept or deny the property transfer
- At the following meeting, the council will accept the property through a resolution
 - City council must accept all property through a resolution

Conditions do apply when requesting to surrender a property to the city through a quitclaim deed:

- The property owner must provide to the city evidence of a significant hardship to be eligible to quitclaim deed the property
- The property must be current on all taxes and utility bills
- The property must be clean inside and out
- All immediate nuisances on the property should be cleaned or eradicated before presenting to council

While the city strives to follow the above guidelines, exceptions can be made in dire circumstances. The city accepts dilapidated properties because going through the court system would prove costly for the city. While the city can assess demolitions or clean-ups to the taxes, these circumstances have not paid off for the city. The most cost-effective option for the city is to take a property and demolish it rather than going after an individual who does not and will not have the resources to demolish a property. All enforcement roads lead to demolition for the city. With the city taking possession of the property, the city avoids court costs and attorney fees.

SHAMA MINISTRIES
605 SOUTH FREDERICK AVE
OELWEIN, IOWA. 50662

Visit the web: www.shamaministries.org
773-590-0423

August 22, 2023

To Whom It May Concern,

This is being provided on behalf of Shama Ministries' intended purpose, use and resources available for the intended use of property located at 9 1st Street SW, Oelwein, Iowa.

Background:

- Shama Ministries has and continues to be active in a community program under Wells Fargo (CUSP) where it was awarded since being approved – a total of three distressed properties in need of total rehab. The properties were donated one at a time and completion of rehab would move your organization to the list to obtain other properties. The stipulation for obtaining properties were not for profit but for special use – one of those properties was used as a transitional home for persons homeless, release from incarceration and treatment centers – House of Refuge – which was opened in 2008 and housed over 3,000 individuals – both men and women until 2022;
- Since relocation to Oelwein, property was purchased by Rebecca Sankey for personal and business purposes located at 605 South Frederick Ave –rehab was extensive - now occupied by this writer.
- A local company - Edgeton Hardware and Repair Services (licensed in plumbing and electrical) and also was very instrumental in bringing the Frederick property to occupancy status has been contacted to assist in these efforts.
- Staffing – met with individuals in the Amish Community who would be hired for a few hours a weeks to assist in this effort.

Shama Ministries has longstanding financial support from persons who have not only volunteered with each of its projects to serve the underprivileged in the Chicago area, but have extended those resources since being relocated to Oelwein, IA.

Respectfully submitted,

Rebecca A. Sankey, President
On behalf of Shama Ministries

605 South Frederick Avenue, Oelwein, Iowa 50662 housesofrefuge@yahoo.com 773-590-0423

August 21, 2023

To Whom It May Concern,

This is being provided on behalf of Shama Ministries' intended purpose and use of property located at 9 1st Street SW, Oelwein, Iowa.

Shama Ministries has and continues to be a service organization to seniors, families and individuals. (See Attached)

That Purpose remains our objective. Simply to continue its mission statement to support the underprivileged and communities at large.

Respectfully submitted,

Rebecca A. Sankey, President
On behalf of Shama Ministries

Shama Ministries

Purpose Statement

Shama Ministries' continued objective is to add to the quality of life of individuals and communities at large. It is achieving those goals and efforts and even expansion of those efforts through various outreach programs that include housing opportunities.

- I. June 1998 thru July 2015 – Annual Outdoor Community Gospel Festivals. This annual event is held in the inner city parks of Chicago, Illinois. The City of Chicago and the Chicago Park District has – from the beginning – partnered with Shama Ministries and its volunteers towards the success of this event. The event has increased its efforts over the years and services nearly 1,000 individuals. Through the efforts of the volunteers and the City of Chicago, the festival continues to be held free of charge to the community. It includes food, games, horseback riding, various community organizations whose participation includes various onsite health screens, community organization, clowns, and gospel entertainment.**
- II. Shama Ministries services various supportive organizations by providing clothing, household items, food when appropriate as needed.**
- III. Prison Fellowship Ministries – Shama Ministries has provided support and mentoring and Christian fellowship at various Illinois State Prisons.**
- IV. Annual Angel Tree/Maria's Shelter Christmas Program – Shama Ministries has participated in this program. This event has become an annual outreach for Shama Ministries for the past 12 years. Shama Ministries and its volunteers continue to service over 300 kids, collectively through this effort. Those efforts include, but are not limited to purchasing gifts on behalf of each child's incarcerated parent and distributing those gifts through invitation to the caregiver and child(ren) to participate in an organized effort that includes a complete holiday meal,, games, the arrival of santa and gospel entertainment;; these efforts are duplicated on the same day with a group of volunteers servicing Maria's Shelter, which is a shelter for women and women with children. Recently, Maria's Shelter acquired another locate, which also s It is important to mention that this event also services the Vincennes Senior Center, which is a day center for seniors provided by Maria's Shelter. In total tthis annual event has grown to over 400 participants serviced by Shama Ministries and its volunteers.**
- V. House of Refuge - Transitional Living Facility. In September 2008, Shama Ministries opened its doors to the House of Refuge, which is a**

Christian Transitional Home. The population of individuals serviced through these efforts are homeless as defined by the federal government. The population includes, but are not limited to men/women directly released from incarceration, successful completion of program at various treatment centers, and homeless individuals. House of Refuge has a structured program that emphasizes re-entry. It also provides the necessary clinical obligations for each of its residents, as well as case management to support transitional efforts. Each resident is provided the basic room and board and all other accommodations to assist with their efforts. House of Refuge has serviced over 1,300 individuals since opening its doors in 2008. The House of Refuge is financially supported through various donations from individuals who support its mission.

- VI. Shama Ministries – CUSP PROGRAM –**Shama Ministries was recently approved to participate in the community revitalization program through Wells Fargo Bank – this program shall allow expansion of Shama’s already existing efforts in connection with housing opportunities for homeless individuals, as well as an opportunity to offer homeownership opportunities to low income individuals and families who have expressed an interest.
- VII. Shama Ministries – House of Refuge – Group Home –** Shama Ministries currently proposes to transition House of Refuge to service victims of human trafficking and is working aggressively towards those efforts, i.e., rezoning, licensing, etc.

Shama Ministries does not accept any fees for the services it provides and all of its support is from interested individuals through charitable contributions. Shama Ministries expects to continue to provide these services and seeks to expand its efforts in other areas of community revitalization which would continue to increase the quality of life of individuals, families and senior citizens.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 30 2005

SHAMA MINISTRIES
C/O REBECCA A SANKEY
1315 E 71ST PL
CHICAGO, IL 60619

Employer Identification Number:
98-0196871
DIN:
17053103043035
Contact Person:
WILLIAM J BARD
Contact Telephone Number: ID# 31333
(877) 829-5500
Accounting Period Ending:
December, 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 31, 2005
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

6 If you checked box g, h, or f in question 5 above, you must request either an advance or a definitive ruling by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a Request for Advance Ruling: By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, Extending the Tax Assessment Period, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

Consent Pursuant to Section 6501(c)(4) of the Internal Revenue Code

For Organization
Rebecca A. Sankey
(Signature of Officer, Director, Trustee, or other authorized official)

Rebecca A. Sankey
(Type or print name of signer)
4/7/05
(Date)
President
(Type or print title or authority of signer)

For Director, Exempt Organizations

By *Chris J. Turner* Date SEP 30 2005

- b Request for Definitive Ruling: Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).
- (i) (a) Enter 2% of line 8, column (e) on Part IX-A, Statement of Revenues and Expenses.
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each disqualified person. If the answer is "None," check this box.
- (b) For each year amounts are included on line 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A, Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

7 Did you receive any unusual grants during any of the years shown on Part IX-A, Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. Yes No

**IOWA SECRETARY OF STATE
PAUL D. PATE**



CERTIFICATE OF EXISTENCE

Issue Date: 6/18/2023

Name: SHAMA MINISTRIES (504RFN - 506267)

Authorized Date: 8/17/2015

Duration: PERPETUAL

State of Incorporation: ILLINOIS

I, Paul D. Pate, Secretary of State of the State of Iowa, custodian of the records of incorporations, certify the following for the nonprofit corporation named on this certificate:

- a. The entity is authorized to transact business in Iowa.
- b. All fees required under the Revised Iowa Nonprofit Corporation Act due the Secretary of State have been paid.
- c. The most recent biennial report required has been filed with the Secretary of State.
- d. Articles of dissolution have not been filed.

Certificate ID: **CS270887**

To validate certificates visit:

sos.iowa.gov/ValidateCertificate

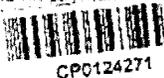
A handwritten signature in black ink that reads "Paul D. Pate".

Paul D. Pate, Iowa Secretary of State

FORM NFP 102.10 (rev. Dec. 2003)
ARTICLES OF INCORPORATION
General Not For Profit Corporation Act

Jesse White, Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-9522
www.cyberdriveillinois.com

Remit payment in the form of a cash or's
order
or check
etc.



Jesse White Secretary of State

DATE FILED: 1/31/2005

File #

64016938

Filing Fee: \$ 50.00

Approved:

PBS

Submit in duplicate

Type or Print clearly in black ink

Do not write above this line

Article 1: The name of the corporation is: Shama Ministries

Article 2: The name and address of the initial registered agent and registered office are:

Registered Agent	<u>Rebecca</u>	<u>A.</u>	<u>Sankey</u>
	First Name	Middle Name	Last Name
Registered Office	<u>1315 E. 71st Place</u>		
	Number	Street	(Suite #) (A.P.O. Box alone is not acceptable)
	<u>Chicago</u>	<u>IL</u>	<u>60619</u>
	City	ZIP Code	County

Article 3: The first Board of Directors shall be 3 in number, their names and addresses being as follows: (Not less than three)

Directors Names	Street Address	City	State	ZIP Code
<u>Rebecca A. Sankey</u>	<u>1315 E. 71st Place</u>	<u>Chicago</u>	<u>IL</u>	<u>60619</u>
<u>Angelique Sankey</u>	<u>1315 E. 71st Place</u>	<u>Chicago</u>	<u>IL</u>	<u>60619</u>
<u>Valerie D. Eleby</u>	<u>7200 So. Ridgeland</u>	<u>Chicago</u>	<u>IL</u>	<u>60649</u>

Article 4: The purposes for which the corporation is organized are:
The corporation is organized and shall be operated exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 as now in effect or as may hereafter be amended (the "Code"). The corporation hopes to improve the quality of life for families, senior citizens and children in the community through outreach and mentoring programs, open meetings and by providing information to address safety and health concerns of the community.

(over)

STATEMENTS

Sankey

Article 4: (continued)

Is this corporation a Condominium Association as established under the Condominium Property Act?
 Yes No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954?
 Yes No (Check one)

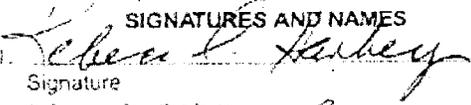
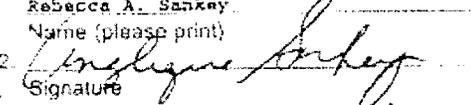
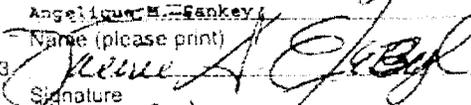
Is this corporation a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure?
 Yes No

Article 5: Other provisions (please use separate page if additional space is needed):
 See Addendum B

Article 6: **NAMES & ADDRESSES OF INCORPORATORS**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated January 19 1998
 (Month & Day) Year

SIGNATURES AND NAMES		POST OFFICE ADDRESS		
1.	 Signature Rebecca A. Sankey Name (please print)	1. 1315 E. 71st Place Street Chicago, IL 60619 City/Town State ZIP		
2.	 Signature Angelique M. Sankey Name (please print)	2. 1315 E. 71st Place Street Chicago, IL 60619 City/Town State ZIP		
3.	 Signature Valerie D. Zieby Name (please print)	3. 7200 S. Ridgeland Street Chicago, IL 60649 City/Town State ZIP		
4.	_____ Signature _____ Name (please print)	4. _____ Street _____ City/Town State ZIP		
5.	_____ Signature _____ Name (please print)	5. _____ Street _____ City/Town State ZIP		

(Signatures must be in **BLACK INK** on original document. Carbon copied, photocopied or rubber stamped signatures may only be used on the duplicate copy.)

- If corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Please print name and title beneath the officer's signature.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FOR INSERTS — USE WHITE PAPER — SIZE 8 1/2 x 11

BYLAWS
OF
SHAMA MINISTRIES

ARTICLE I

NAME AND PURPOSE

SECTION 1 NAME. This organization shall be called Shama Ministries (herein the "Corporation").

SECTION 2 PURPOSES AND POWERS. The purpose for which the Corporation is organized is to operate for the exempt purposes set forth in Article 4 of the Articles of Incorporation.

No part of the net earnings or assets of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or any private individual or member, if any, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in the Articles of Incorporation. No part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provision of these By-Laws, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (the "Code"), (b) by a Corporation, contributions to which are deductible for income tax purposes under Code Section 170(e)(2), or (c) by a nonprofit Corporation under the State of Illinois General Not For Profit Corporation Act of 1936, as amended (the "Act").

ARTICLE II

OFFICES

The Corporation shall continuously maintain in the State of Illinois a registered office and a registered agent at such office, and may have other offices within and without the state as the Board of Directors may from time to time indicate.

ARTICLE III

MEMBERS

SECTION 1 MEMBERS. The Corporation shall not have members, or classes of voting or non-voting members.

SECTION 4 TRANSFER OF PROPERTY POSSESSED BY OFFICER ON RESIGNATION OR REMOVAL. In case any Officer shall resign or be removed from office as provided by these By-laws, or in the event his or her term of office otherwise expires, such Officer shall forthwith deliver all property of the Corporation in his or her possession or under his or her control to such person as is designated by the Board of Directors or by the President of the Corporation.

SECTION 5 REMOVAL. Any Officer or agent elected or appointed by the Board of Directors may be removed by the affirmative vote of two-thirds (2/3) of the Directors then in office present and voting at a meeting of the Board of Directors at which a quorum is present, whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 6 PRESIDENT. The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the affairs of the Corporation. The President shall preside at all meetings of the Board of Directors. The President may sign, with the Secretary or any other proper officers of the Corporation authorized by the Board of Directors, any deeds, mortgages, contracts or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-laws or by statute to the President alone or some other officer or agent of the Corporation. The President shall in general perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 7 EXECUTIVE DIRECTOR. The Executive Director, subject to the supervision of the Board of Directors, shall have general responsibility for the activities of the Corporation, and shall be empowered to sign and execute in the name of the Corporation such documents as are appropriate to the carrying out of such responsibility. The Executive Director shall in addition undertake such specific responsibilities as may be assigned to her or him by the Board of Directors or the President.

SECTION 8 VICE PRESIDENT. In the absence of the President or in the event of the President's inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents, in the order of designation, or in the absence of any designation, then in the order of their election) shall have all the powers of and be subject to all the restriction upon the President. The Vice President shall perform such other duties as from time to time may be assigned to her or him by the President or by the Board of Directors.

SECTION 9 TREASURER. The Treasurer, or any person designated by the Treasurer under the supervision of the Treasurer, shall have charge and custody of and be responsible for all funds, securities and financial records of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks or other depositories as shall be selected by the Board of Directors; shall keep full and accurate records of all receipts, disbursements, revenues and expenses; shall render to the President and the Board of Directors, as and when the Board of Directors so requires, and account of all transactions of the Corporation and the Corporation's financial condition; and, subject to the direction of the President and the Board of Directors, in general

ADDENDUM B

SHAMA MINISTRIES
 An Illinois Not For Profit Corporation
 (the "Corporation")

ARTICLES OF INCORPORATION

ARTICLE 5

Article 5.1 In furtherance of the purposes set forth in Article 4 above, the Corporation may receive property by gift, devise or bequest, invest or reinvest the same, and apply the income and principal thereof, as the Board of Directors may from time to time determine, either directly or through contributions to any charitable organization or organizations exclusively for charitable or education purposes. In furtherance of its corporate purposes, the Corporation shall have the general powers enumerated in Section 103.10 of the General Not For Profit Corporation Act of 1986 (the "Act") as now in effect or as may hereafter be amended, together with the power to solicit grants and contributions for such purposes.

Article 5.2 No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to, its directors, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Section 170(e) (2) of the Code, or (c) by a not for profit corporation under the Act.

Article 5.3 Upon dissolution or final liquidation of the Corporation, the Board of Directors shall pay or make provision for the payment of all of the liabilities of the Corporation and the disposition of all of the assets as follows:

(1) All liabilities and obligations of the Corporation shall be paid, satisfied, and discharged or adequate provision shall be made therefore;

(2) All other assets not disposed of above shall be transferred or conveyed to one or more (i) governmental units described in Section 170(c)(1) of the Code, or (ii) organizations qualified as exempt under Section 501(c)(3) of the Code as the Board of Directors of the Corporation shall determine, to be used by such organizations exclusively for one or more purposes set forth in Article 4 above. Any of such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the registered office of the Corporation is then located exclusively for purposes listed in Article 4 above or to such organizations, as said Court shall determine, that are organized and operated exclusively for such same or similar purposes.

Article 5.4 The business and affairs of the Corporation shall be managed by the Board of Directors.

Article 5.5 The fullest extent permitted by the Act, as now in effect, or as may hereafter be amended, no director, officer or other person who, without compensation other than reimbursement for actual expenses, renders service to, or for the Corporation, shall be liable, and no cause of action may be brought, for damages resulting from the exercise of judgment or discretion in connection with the duties or responsibilities of such director or officer, or, in the case of other persons, for damages resulting from an act or omission in rendering such services, unless the act or omission involved willful or wanton conduct; provided, however, such relief from liability shall not apply in any instance where such relief is inconsistent with any provision applicable to corporations described in Section 501(c)(3) of the Code.

Article 5.6 Amendments to the Articles of Incorporation may be made or adopted by the Board of Directors on the affirmative vote of a majority of the directors then in office.

Article 5.7 The By-Laws of the Corporation shall be adopted, amended, altered or repealed, and new By-Laws may be adopted, upon the affirmative vote of a majority of the directors then in office.

ATTACHMENT A TO APPLICATION

The sole purpose of this organization is to add to the quality of life of families, senior citizens and children in the communities at large. The corporation provides housing and services to persons who are homeless at no charge; various forms of civic and community services and programs, as well as information to those communities, as well as act as liason whenever possible, between the cmmunity and safety organizations to protect against violence against women and children. The organization provides donations to the community, of non-perishables, such as clothing, furnishings and other items, as it becomes available.

Appendix A
Wells Fargo REO Community Development
Non-Discrimination Policy

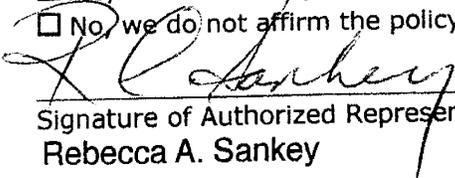
The Wells Fargo REO Community Development Donation Program has a Non-Discrimination Policy that is in alignment with the values and policy of Wells Fargo and Company, Inc. (the "Corporation").

Nonprofits and municipalities that accept donations from Wells Fargo REO Community Development must comply with the policy. Please affirm the following on behalf of your organization:

The charitable organization (donee) does not discriminate on the basis of race, religion, age, gender, sexual orientation, national origin, disability, veteran status, marital status, or other factors and will use donated properties to support projects and programs consistent with the foregoing.

Please check one:

- Yes, we affirm the policy.
- No, we do not affirm the policy.



 Signature of Authorized Representative
 Rebecca A. Sankey

04/12/2015

 Date

 Name of Authorized Representative (printed)
 Shama Ministries

 Name, Organization

Wells Fargo REO Community Development Community & Urban Stabilization Program (CUSP) Application

Contact Information

Organization Legal Name	Shama Ministries
Organization Type (e.g., Governmental, 501(c)3, LLC), Year Established, & Federal EIN	Type: <u>501(c)3</u> Year Established: <u>2005</u> EIN: <u>90-01906871</u>
Organization Legal Address <i>Please include City, State & Zip</i>	
Organization Mission Statement	SEE ATTACHMENT A TO APPLICATION
Organization Website	<u>www.shamaministries.com</u>
Organization Contact	Name: <u>Rebecca A. Sankey</u>
	Title: <u>President</u>
	Phone Number : <u>773-590-0423</u>
	E-Mail: <u>housesofrefuge@yahoo.com</u>
Has organization previously applied for and been denied participation in Wells Fargo's standard REO donation program by the NCST?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no

Required Attachments

- Copy of organization's IRS nonprofit determination letter which verifies approval under section 501(c)3 as a tax exempt organization
- List of current board of directors including contact information and affiliations
- Certificate of Good Standing or other proof of current incorporation in the state in which organization will accept donated properties
- Letter from organizations' board chair indicating board approval of participation in the program and intended use of donated properties
- Copy of most recent IRS 990
- Signed copy of the Wells Fargo REO Community Development Donation program Non-Discrimination Policy (Appendix A)
- Areas in which organization would like to receive properties
 - o Counties: Cook
 - o Cities: Chicago and surrounding areas
 - o Zip Codes: 60619, 60620, 60621, 60617, 60653

Wells Fargo REO Community Development Community & Urban Stabilization Program (CUSP)

Program Description

Every year the Wells Fargo REO Community Development team donates bank owned properties (REO) to nonprofit organizations and municipalities across the country. The bulk of these properties are donated to organizations with the mission of providing low-to-moderate income housing. Wells Fargo works closely with the National Community Stabilization Trust to administer this low-value property donation program. The purpose of CUSP is to expand this program to faith-based and community organizations that may not have a primary purpose of providing low-to-moderate income housing; but are able to use donated properties in the furtherance of their mission.

Organizations participating in the CUSP Program must meet the eligibility guidelines below. Each participant will be eligible to receive one donated property in the first stage of the program. Decisions regarding future property donations will be based on the organization's successful rehabilitation of the first donated property and satisfactory completion of all post-closing reporting.

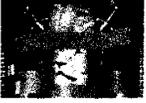
Participant Eligibility Guidelines

- **Participation in this program is open to organizations that meet all of the following requirements:**
 - **501(c)3 Status:** Tax-exempt status under section 501(c)3 of the Internal Revenue Code.
 - **Community Presence:** The organization must maintain an established physical office or clear history of involvement in the geographic area in which they are seeking donations to ensure properties can be inspected, managed, and maintained on an ongoing basis until end-disposition. History of involvement may include prior experience of providing services in collaboration with organizations physically located in targeted geographies.
 - **Two Years of Operation:** Participating organizations must have completed at least two years of operations as a 501(c)3 organization as of the date of application.
 - **Policy of Non-discrimination:** The Wells Fargo REO Community Development Donation program has a Non-Discrimination Policy that is in alignment with the values and policy of Wells Fargo and Company, Inc. (the "Corporation"). Participating projects or programs must comply with this policy. (See Appendix A)
- **Participation in this program is not open to:**
 - Political Action Committees (PACs), political causes, or candidates
 - For profit organizations
 - Individuals
- **Reservations:**
 - Wells Fargo reserves the right to deny or discontinue participation in this program to any organization. Possible reasons include, but are not limited to, failure to meet the requirements listed above, conflicts of interest between Wells Fargo staff and the organization, conflicts of interest between organization and its staff, board members or clients, concern regarding financial stability or accounting practices, and criminal background of the organization's staff or board members.
 - Wells Fargo reserves the right to modify this program and its requirements as it deems necessary.

Application Process:

To apply for the CUSP program complete the form below and return it, with all required attachments, to CUSP@wellsfargo.com.

If approved, the organization will be eligible to receive one Wells Fargo REO property. CUSP participants must abide by the NCST Property Acquisition Program Guide, and the additional requirements set forth in the Wells Fargo Donation Program Addendum, and the Wells Fargo Donation Agreement.

**Shama Ministries**1315 E 71st Place

Chicago, IL 60619

visit the web: www.shamaminisstries.com

773-660-1920

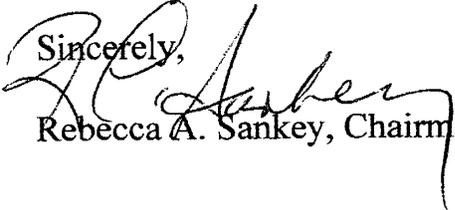
April 13, 2015

To Whom It May Concern,

This letter is being provided in compliance of Shama Ministries' CUSP application. Complete authorization and approval is being provided for participation in this program.

Shama Ministries' intended use for the properties is to be able to expand its current vision in providing housing to those who are homeless, as well as to be able to provide an extension of that housing to those individual who successfully complete the program and hope to open up opportunity to those individuals and their families to move into affordable, quality living conditions.

Sincerely,


Rebecca A. Sankey, Chairman

Fayette County, IA

Summary

Parcel ID 1821328007
Alternate ID
Property Address 9 1st St. SW
 Oelwein
 Sec/Twp/Rng 21-91-9
Brief Legal Description S 64' E 40' BLK 1 HOMESTEAD ADD.
 (Note: Not to be used on legal documents)
Document(s) DED: 2020-32 (2020-01-03)
 DED: 2013-195 (2013-01-16)
 COT: 2006-3344 (2006-09-29)
 DED: 1999-233
 DED: 194-88
 QCD: 184-475
 PLT: 18-21-F
Gross Acres 0.00
Exempt Acres N/A
Net Acres 0.00
Class C - Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District OELWEIN OELWEIN CENTRAL UR
School District OELWEIN SCHOOL



Owners

Primary Owner (Deed Holder)	Secondary Owner	Mailing Address
Oelwein, City Of City Hall 20 2nd Ave. SW Oelwein, IA 50662-		

Land

Lot Dimensions Regular Lot: 40.00 x 64.00
Lot Area 0.06 Acres; 2,560 SF

Commercial Buildings

Building 1: Store - Retail Small, Brick on Block - 8", 1 Story, Built - 1952, 2160 SF, Bsmt - 2160 SF, HVAC - Combination FHA - AC, Roof - 4-Ply Compo/ Wood Deck, Condition - Below Normal
Adjustments: Canopy - attached, 32 SF
Plumbing: 3 - Toilet Room 1 - Urinal - Wall 1 - Sink-Kitchen

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
12/19/2019	DAVEY'S DOIN'S, LLC	OELWEIN, CITY OF	2020/32	Sale to/by Government/Exempt Organization	Deed	Y	\$0.00
12/19/2019	DAVEY'S DOIN'S, LLC	OELWEIN, CITY OF	2020/32	Sale to/by Government/Exempt Organization	Deed	Y	\$0.00
12/28/2012	SMITH, D.L.	DAVEY'S DOIN'S, LLC C/O D.L. SMITH	2013/195	Corporate merger or reorganization	Deed		\$0.00
9/8/2006	SMITH, SHIRLEY M.	SMITH, D.L.	2006/3344	TRANSFER TO/BY ESTATE	Affidavit		\$0.00
1/14/1999			1999/233	NO CONSIDERATION	Deed		\$0.00
2/2/1993			194/88	NORMAL ARMS-LENGTH TRANSACTION	Deed		\$22,000.00

Show There are other parcels involved in one or more of the above sales:

Valuation

	2023	2022	2021	2020	2019
Classification	Commercial	Commercial	Commercial	Commercial	Commercial
+ Land	\$5,790	\$4,520	\$4,520	\$5,790	\$5,790
+ Bldg(S)	\$29,000	\$24,860	\$22,860	\$29,310	\$29,310
= Total Assessed Value	\$34,790	\$29,380	\$27,380	\$35,100	\$35,100

Taxation

	2022 Pay 2023-2024	2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021
Classification	Commercial	Commercial	Commercial	Commercial
Taxable Value	\$26,442	\$24,642	\$31,590	\$31,590
x Levy Rate (per \$1000 of value)	39.12639	39.22800	39.13354	39.45354
= Gross Taxes Due	\$1,034.58	\$966.66	\$1,236.23	\$1,246.34
- Credits	\$0.00	\$0.00	\$0.00	(\$483.66)
= Net Taxes Due	\$628.00	\$966.00	\$1,236.00	\$0.00

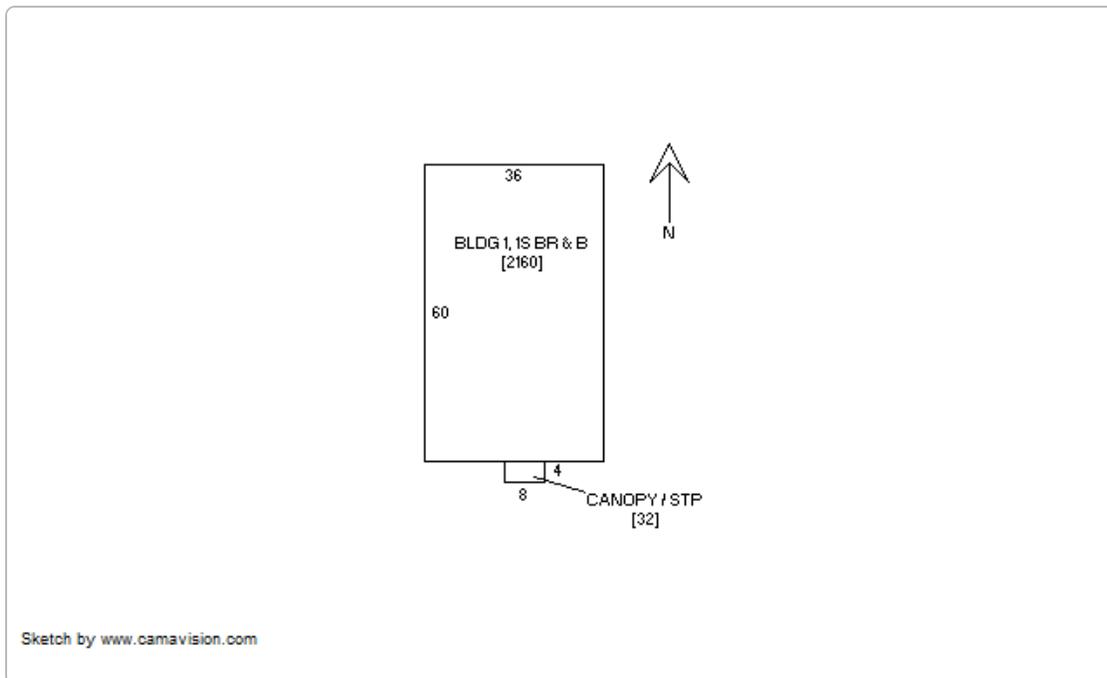
Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2022	March 2024	\$314	No		13782
	September 2023	\$314	No		
2021	March 2023	\$483	Yes	2023-03-28	13723
	September 2022	\$483	Yes	2022-09-26	
2020	March 2022	\$618	Yes	2022-03-31	13692
	September 2021	\$618	Yes	2021-09-28	
2019	March 2021	\$0	N/A		13599
	September 2020	\$0	N/A		
2018	March 2020	\$0	N/A		13443
	September 2019	\$0	N/A		
2017	March 2019	\$273	Yes	2019-03-18	13441
	September 2018	\$273	Yes	2018-09-30	
2016	March 2018	\$253	Yes	2018-03-30	13341
	September 2017	\$253	Yes	2017-09-26	

Photos



Sketches



Map



No data available for the following modules: Residential Dwellings, Agricultural Buildings, Yard Extras, Tax Sale Certificates.



[User Privacy Policy](#) [GDPR Privacy Notice](#)
Last Data Upload: 8/22/2023, 2:37:28 AM



To: Mayor and City Council
From: Dylan Mulfinger
Subject: Administrator Memo
Date: 9/11/2023

Ordinances

2. Consideration of an ordinance amending Section 22-127 to update handicap parking utilization.
- Second Reading
 1. The location of the handicap parking spot has changed at the request of Podiatry Specialists of Iowa. Podiatry Specialists of Iowa explained they need the spot as close as possible because and do not want the council recommended spot. Podiatry Specialists of Iowa stated the curb is not an issue and they help their clients navigate the curb daily. The City Council may consider this ordinance. The Oelwein downtown is compliant with Iowa Code Chapter 321L Parking for Persons with Disabilities.

Resolutions

3. Consideration of a resolution adopting a 28E for sharing of Law Enforcement Officers and Providing Emergency Response Assistance.
 1. The police department has worked for several months on making an official partnership with the Independence Police Department. This 28E makes this official and will benefit both cities. The City Administrator recommends approving the resolution.
4. Consideration of a resolution directing staff to recover underbilled utility fees.
 1. DCW was underbilled for almost three years. A staff error led to DCW being misclassified as a high-end user and not a regular user. The state of Iowa allows the city to collect these fees. Staff will work with DCW on a repayment plan. The City Administrator recommends approving the resolution.
5. Consideration of a resolution approving project administration with Fehr Graham for the 2023 Event Center Parking Improvement Project for \$12,000.00.
 1. This engineer work is for project administration. This will ensure an observer is on site and that the contractor is following all specifications required in the project. The City Administrator recommends approving the resolution.
6. Consideration of a resolution authorizing the submittal of a Reconnecting Communities Pilot Program grant to the United States Department of Transportation to support the development of a comprehensive plan to support the reconstruction of the Charles Street bridge and viaduct.
 1. The city is working toward a large planning and designing project. Should the city be awarded this grant, the city must match it with



\$300,000. This will ultimately lead to a \$10 million project to fix the viaduct and other structures contributing to the flooding of the downtown. The City Administrator recommends approving the resolution.

7. Consideration of a resolution approving a one-year lease with Geroge Tegeler for Fixed Based Operator (FBO) services at the Oelwein Municipal Airport (OLZ).
 1. The city council discussed this in multiple work sessions. This is the second time this is on the agenda. The City Administrator recommends approving the resolution.
8. Consideration of a resolution approving Pay Estimate No. 2 for the Pool Backwash Drain Project in the amount of \$45,311.01 to Bacon Concrete LLC.
 1. All work has been satisfactory by Bacon Concrete. The project has been finished and this is the second to last pay estimate. The City Administrator recommends approving the resolution.
9. Consideration of a resolution approving Pay Estimate No. 3 for the Pool Backwash Drain Project in the amount of \$7,834.95 to Bacon Concrete LLC. and Project Acceptance
 1. The pool project was a great success and ran smoothly. The city enjoyed working with Bacon Concrete. This resolution will approve the pay estimate and accept the project. The City Administrator recommends approving the resolution.
10. Resolution approving pay application no. 2 in the amount of \$481,762.62 for Oelwein NE Sanitary Sewer Improvements project to Dave Schmidt Construction.
 1. Dave Schmidt has done an excellent job. They are great to work with and are professionals. They have worked hard to make sure residents are informed and have kept our engineer informed. We enjoy working with them and appreciate their work in town. The City Administrator recommends approving the resolution.

Motions

11. Consideration of a motion to approve the recommendation from the Planning, Finance, Enterprise, and Economic Development on the Hotel Motel funding request from the Williams Center for the Arts in the amount of \$1,500.00.
 1. The City Administrator recommends approving the motion.
12. Consideration of a motion to approve the recommendation from the Planning, Finance, Enterprise, and Economic Development Committee on the Hotel Motel funding request from O-Town Mania in the amount of \$2,500.00.
 1. The City Administrator recommends approving the motion should the coordinator prove the event does not make money.
13. Consideration of motion to approve the recommendation from Planning, Finance, Enterprise and Economic Development Committee on the Demolition Assistance Application for 420 8th St SW.
 1. The City Administrator recommends denying the request.



14. Consideration of a motion to accept the recommendation from the Planning, Finance, Enterprise, and Economic Development Committee on the Demolition Assistance Application for 1126 South Frederick.
 1. The City Administrator recommends approving the request.
15. Consideration of a motion to approve the recommendation from the Planning, Finance, Enterprise, and Economic Development Committee on the house forfeiture request of 204 8th Ave SW.
 1. The City Administrator recommends accepting the property.
16. Consideration of a motion to approve the recommendation from the Planning, Finance, Enterprise, and Economic Development Committee on the offer to purchase 9 1st St SW to Shama Ministries.
 1. The City Administrator recommends selling the property.

AUGUST 2023 PARK MONTHLY REPORT

This month in the park and cemetery department the employees have been busy working on various improvement projects on top of mowing and trimming all properties. Steve S. took the sickle mower around to various properties and trimmed back some taller brush. This week Kim and I hosted a training session at the aquatic facility and reviewed some areas with staff. The guards dove for the brick in the diving well, tread water, practiced back boarding and swam 200 meters. The concessions stand is selling a lot of product and they had 3 more facility rentals this past week. The contractors for the utility department project hit the gas service line for the pool this so we had to relight the pool boiler. The water line on the north side of City Park was replaced this week and the yard hydrant was replaced as well. This week at Woodlawn the employees have been busy with their routine mowing and trimming. The employees have four cremation burials that they had to prepare for the end of this week. Last Thursday afternoon we were called by the wellness center, they needed to have their office removed of all furniture immediately as the flooring was replaced the following morning. I met with the trails committee this week at the park shop as we went over future projects. I have been working on a grant through the DNR that would provide money to replace ash trees in the parks. Daily cleaning of downtown, weeding, watering hanging baskets, sweeping trails continues. Carolyn and Craig are doing a great job with the campground as usual. Steve H. continues to do a great job cleaning restroom facilities and preparing shelters for reservations.

The pool drain project is moving right along as they made the connections to the active drain lines this week. The contractors did an excellent job digging around several utilities to place the manhole sections on the west side of the pool. The contractors plan on completing the rest of the pipework this week so they can start wrapping up the project.

At Woodlawn we are working on the new sign but need to complete additional base work before it can be put up. The new parts finally arrived for restroom repairs at Wings Park as the employees had to do some additional plumbing repairs from the vandalism the bathroom received but is all finished and open again. Danny C. replaced a yard hydrant that needed replacement at Woodlawn this week as well. We took the vac truck out to Redgate and cleaned out the holding tank this week. Nate W. took the sweeper up to the pool area to help with some cleaning with all the construction going on in the area. Russ M. took the harley rake to Redgate Park and stirred up the bocce ball court to prepare the courts for this weekend. At the pool we are wrapping up the season with the final day taking place on the 20th and will have the dog dip the last couple hours of the final day. This week on one of my pool stops, Kim pointed out a pair of families that she had talked to, that drove down from the Elkader area just to swim at the Oelwein pool. The prairie plantings are looking great this year as they were all burned off this spring as a prescribed burning. The park and cemetery employees spent some extra time cleaning and making improvements at Redgate for Italian Days this weekend. Anthony Ricchio donated two trees to that park this week that the cemetery employees planted. The park employees stopped down at Depot Park this morning to mow, trim and sweep all the areas so that the park is ready for the party in the park tonight. The pool drain project is moving along as they started final grading this week. The contractors brought in the concrete crew who have been forming areas up and poured the main section of 3rd street back on Wednesday. Sidewalks are being formed up, larger equipment has been moved out, and the fencing company came in to install posts. On Monday evening, I met with the tree board as we talked about the upcoming tree planting in October. I provided a flyer for the members to take with them when they talk to community members when asking to plant trees in the boulevard in front of their properties, in the right of way. Dion completes his daily watering, cleaning, and weeding downtown. The trails and cemetery were swept this week, Steve H. has several shelters to prepare for reservations this weekend and continues to do a great job cleaning the restrooms.

The park department is short of two people now that the younger guys must go back to school. The park and cemetery employees teamed up and took a dead tree out at Woodlawn this week. Nate had the guys clean up some areas around the storage buildings at the cemetery and they prepared a full burial for Saturday. At City Park, the park employees painted the bathroom doors near the horseshoe pits this week. At the campground there was a breaker that shorted out that had to be replaced over the weekend. Also, at City Park the employees spent some extra time working on the disc golf course trimming and cutting back trees. The park employees completed

some extra trimming at the complex and trimming the ditch on 150 in front of the welcome sign. Sunday will be the last day for the aquatic center with the dog dip the last two hours from 5-7pm. I have wrapped up work on the community forestry grant to be submitted next week to plant trees in Platt Park and the complex. The pool drain project is wrapping up quickly as we are waiting on the fencing contractors to get back in to put the fencing back up so they can finish landscaping. I met with engineer Jon B. at the pool and tried out backflushing with the new system and all went as planned. Russ M. and I stopped at the wellness center this morning to move furniture back into place for the wellness staff. Steve Horan is doing a great job cleaning restrooms and preparing for shelter reservations. Dion continues to come in early every morning to water hanging flower baskets downtown and pick up garbage. Trails and the skate park were swept once again, and the Rohrick's are doing a great job hosting at the campground. I sent out the agenda for Mondays Park and rec meeting and prepared my report for the meeting and starting in on budget items.

The cemetery crew had a full burial to prepare this week and took down a couple of dead trees and swept the roads. The employees replaced a few boards on the trail bridge near the complex this week and did some extra trimming at City Park. Nate completed some weed spraying and trail sweeping this week. Sunday at the pool we held the annual dog dip at the pool that had a great turn out with 37 dogs attending. The staff helped wrap things up for the season as it was another successful year at the pool. Third street NE was opened to traffic this week as we worked with the street department to get his area opened again to traffic. The contractors arrived and put the chain link fencing up around the pool as the drain project has wrapped up. The park employees have spent most of the week at the pool starting in winterizing the pool facility. The gas was shut off and shade structures taken down. The employees started off on the preparations for the filter replacement as they started removing the piping in the pump room. We met with Carrico Aquatics as they marked where they wanted the piping cut away for the new piping to connect. With the extreme heat, the employees have been taking afternoons off these past few days. Next week we will start cutting the old filter apart and remove the sand to have everything ready for the contractors to install the new system. On Monday, the park and rec meeting was held at City Park as we went over our updates for the commission. This week I submitted a grant proposal to the DNR for matching funds to purchase more trees to plant in the parks. This week I was awarded a \$455 grant to cover the cost of testing, for taking the certified park and recreation professional certification through the Iowa Park and Rec Association. Dion continues his watering downtown, trails swept, campground staying busy and Steve Horan taking care of shelter reservations.

The cemetery crew had a cremation burial this week to prepare for Jamison funeral home. Chris J. and Marc B. have been busy cutting the pool filter out as the second part of the pool project moves on. Nate and I borrowed the jet tuck and used it to remove the sand from the top cell of the filter. The new filters are to be delivered in the middle of September so we will have the old filter out in plenty of time for the contractors to get in right away.

Both departments were busy working in Wings Park this week, clearing the waterway north of the arching trail bridge. The employees string trimmed the entire area then went in and cut out any of the scrub trees out to clean the area. The park employees spent some time weeding and cleaning depot park and watering trees. Dion has been watering hanging baskets downtown, and watering trees in Redgate and recently planted street trees since last year. I sent out the agenda for the tree board meeting next week as we are gathering locations to plant trees in October. Carloyn and Craig R. are doing a great job keeping the campground looking great and Steve H. had four more shelter reservations to take care of this week plus bathrooms to clean.

TRIMMING



NEW DRINKING FOUNTAIN



TRAININGS



GAS SERVICE LINE



DRAGGING LOTS



WELLNESS CENTER



NEW WATER LINE INSTALLED



SIGN PREP



CONCRETE POUR



POOL DRAIN PROJECT



POOL DRAIN PROJECT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



SIGN

BATHROOM REPAIRS

HYDRANT REPAIR



VAC

SWEEPING

BOCCE BALL



STEP REPLACEMENT



PRAIRIE PLANTINGS



REDGATE REPAIRS

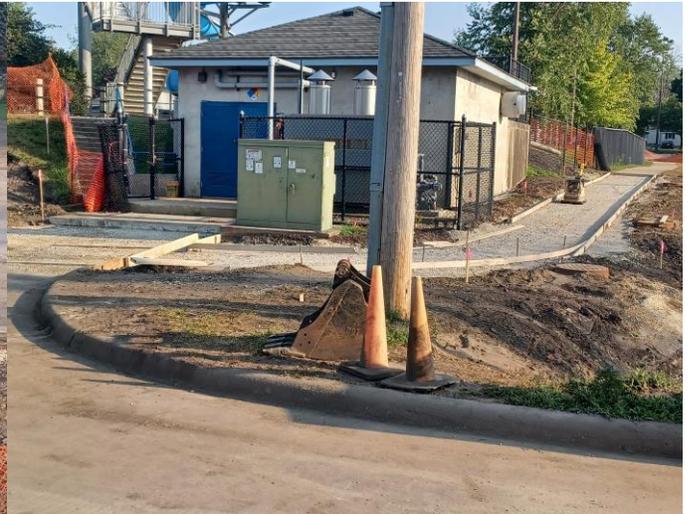


DONATED TREES



DEPOT PARK







TREE BOARD FLYER

Item ii.



TREES FOREVER



BENEFITS OF STREET TREES

- AIR QUALITY
- ENERGY SAVINGS
- CARBON SEQUESTRATION (REMOVING CARBON DIOXIDE FROM ATMOSPHERE)
- STORM WATER RETENTION
- INCREASED PROPERTY VALUES
- REDUCED WATER TREATMENT COSTS
- **ANNUAL BENEFIT TO THE OELWEIN COMMUNITY**
 - **\$395,978**

Education and public awareness are important aspects of the work undertaken by the City of Oelwein and Trees Forever. Our conservation orientation helps improve the world and environment in which we live immediately, and for the future. Understanding the importance of our natural environment is paramount in helping government leaders and individuals make decisions that will benefit our world.



TREE CITY AWARD

2017, 2018, 2019, 2020, 2021, 2022

GROWTH AWARD

2020, 2022

2019 GOVERNORS VOLUNTEER AWARD

2021 OUTSTAND COMMUNITY ORGANIZATION – IOWA URBAN TREE COUNCIL

www.oelweinparks.org

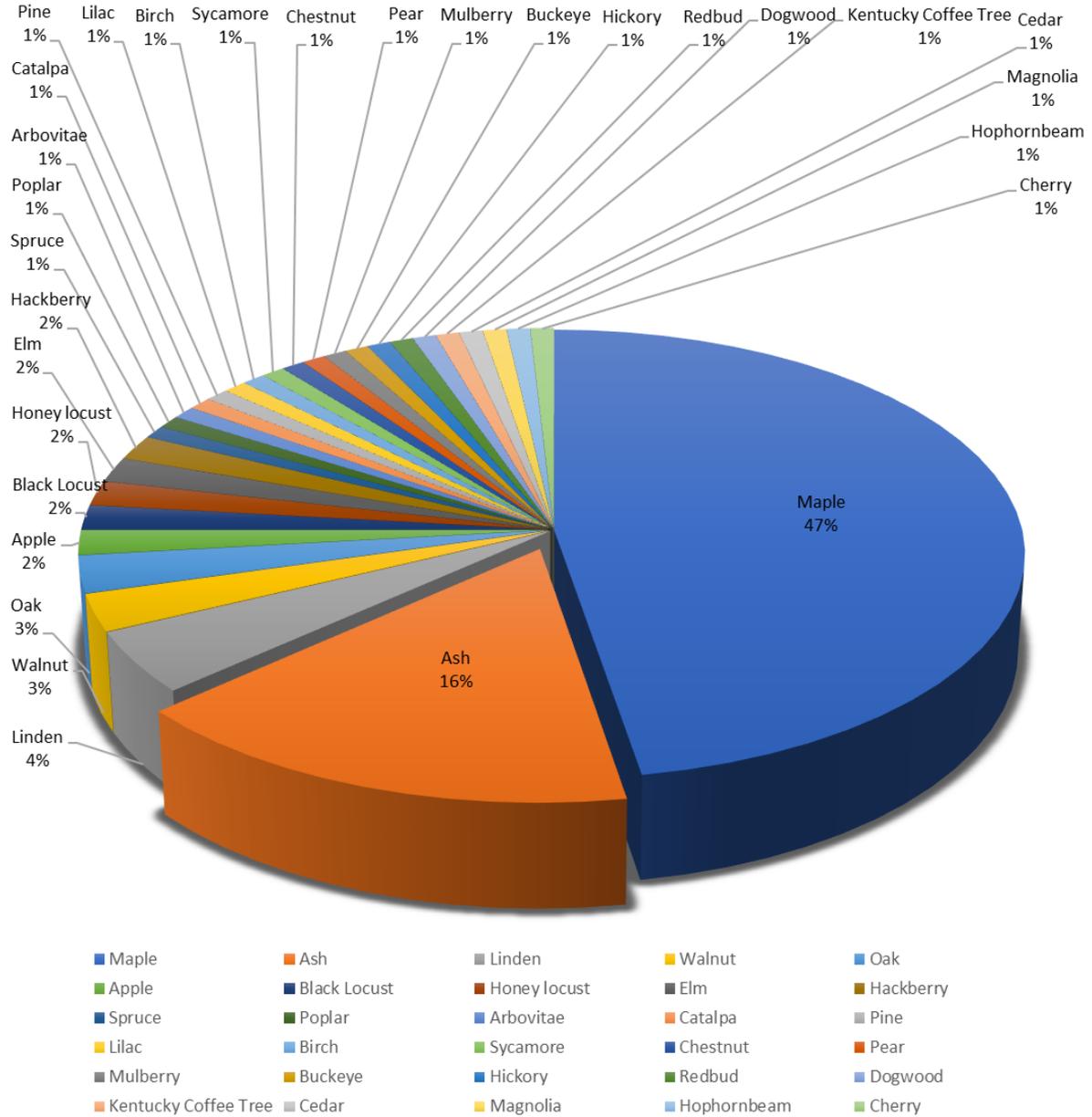
TREES PLANTED

- 2016 – 39
- 2017 – 69
- 2018 – 39
- 2019 – 254
- 2020 – 66
- 2021 – 68
- 2022 - 50

Species Distribution of Oelwein Street Boulevard Trees - 2018

Total Inventory - 1,988 Ash Trees - 351

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



SWEEPING



DEAD TREE CEMETERY



CLEANING UP



DOORS PAINTED



CAMPGROUND



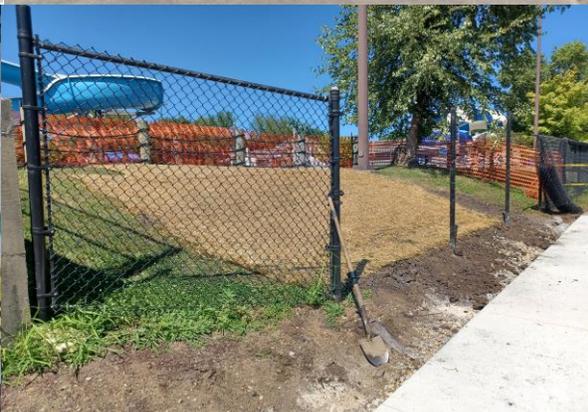
DISC GOLF



COMPLEX



2023 POOL DRAIN PROJECT





TREE REMOVAL

BURIAL PREP

DECKING



DISC GOLF

TRAILS

SPRAYING

DOG DIP



WINTERIZING



FILTER PROJECT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



DRAIN PROJECT WRAPPED UP



PARKS AND RECREATION ASSOCIATION

FILTER PROJECT



FILTER PROJECT

WINTERIZING



WINGS WATERWAY

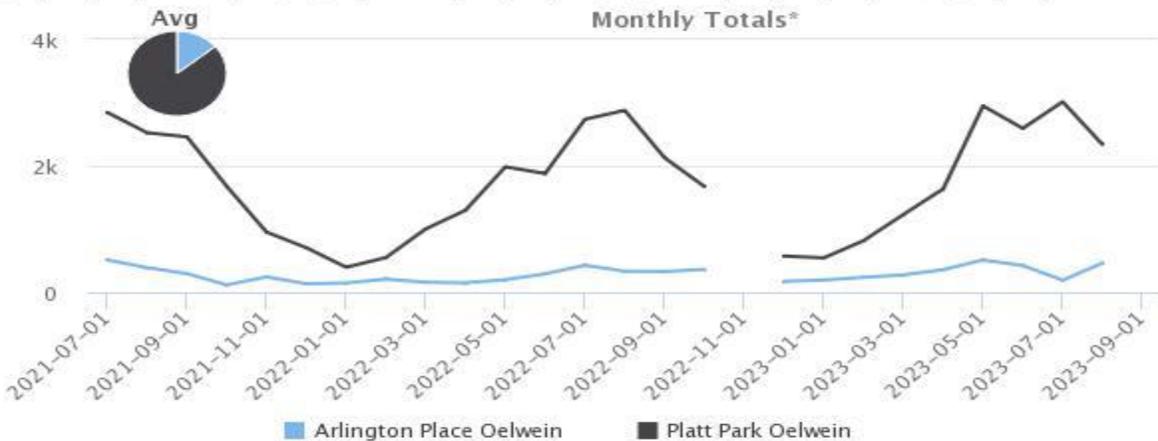
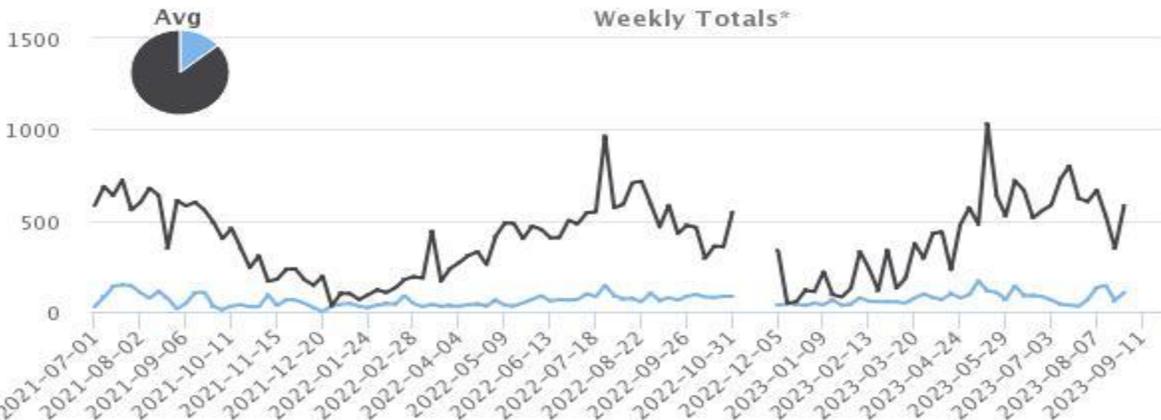
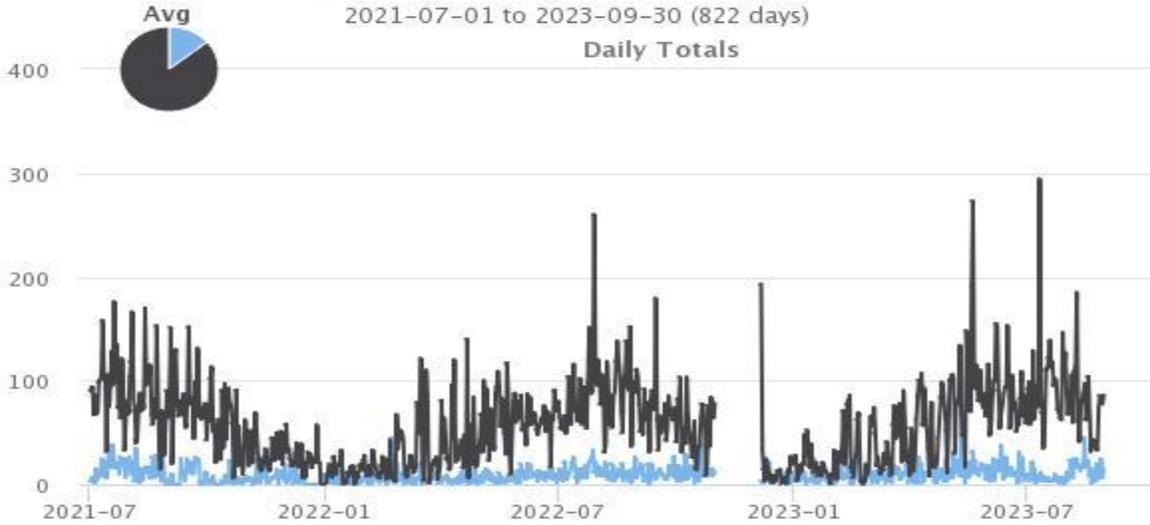


PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



Daily/Weekly/Monthly totals

2021-07-01 to 2023-09-30 (822 days)



■ Arlington Place Oelwein ■ Platt Park Oelwein

Master Summary

Download as Excel CSV

Year	Site	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	ADT†	ADT†x365	Days with data
2021	Arlington Place Oelwein							512*	388	294	115	242	134	9.115	3,327	183
	Platt Park Oelwein							2,845*	2,523	2,458	1,675	950	704	60.454	22,066	183
2022	Arlington Place Oelwein	146	207	158	148	199	290	426	332	327	362		173*	8.303	3,031	330
	Platt Park Oelwein	394	548	1,002	1,297	1,984	1,877	2,736	2,877	2,127	1,672		572*	51.497	18,796	330
2023	Arlington Place Oelwein	193	235	274	356	510	421	190	461*					10.847	3,959	242
	Platt Park Oelwein	543	816	1,229	1,635	2,948	2,592	3,013	2,338*					62.145	22,683	242

ADT† = Average Daily Traffic

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

DAILY ACTIVITIES

- CLEAN/ORGANIZE SHOP AREAS
- PICK UP DOWNTOWN AREAS
- MAINTAINING PARK, CEMETERIES
- MAINTENANCE ON EQUIPMENT
- SAFETY MEETINGS
- MEET WITH CONTRACTORS
- RETRIEVE & UPLOAD TRAIL COUNT DATA
- WOODLAWN BURIALS
- CHECK POOL CHEMISTRY MORNINGS
- WATERING DEPOT PARK
- DRAG GRAVELED AREAS/SWEEP TRAILS
- WATER HANGING BASKETS

PROGRESS ON PROJECTS

- WEBSITE UPDATING
- TRAIL EASEMENTS/GRANTS
- WORK ON PARK AND REC MASTER PLAN
- PATCH PARK/CEMETERY ROADS
- GRINDING STUMPS
- ASH TREE REMOVAL
- TRAIL MAINTENANCE
- PLAYGROUND IMPROVEMENTS
- POWER SPRAYING
- WORK AT DEPOT PARK
- REPAIR PIPING AT POOL
- CLEARING WATERWAY WINGS
- POOL DRAIN PROJECT COMPLETED
- POOL PIPING REMOVED
- POOL FILTER BEING REMOVED
- CEMETERY SIGN WORK
- DRINKING FOUNTAIN PLATT PARK

NEXT MONTH AND FUTURE PROJECTS

- REMOVE OLD WELL HOUSES CITY PARK
- REPLACE DECKING ON OLD BRIDGE
- GRANT WRITING
- ASH TREE REMOVAL
- POOL FILTER PROJECT
- TRAIL SEGMENT 2
- TRAIL SEGMENTS 4/5 ALIGNMENT
- PLAYGROUND RUBBER MULCH WINGS
- CEMETERY SIGN INSTALL
- GRINDING STUMPS
- DIRT WORK COMPLEX
- INSTALL FOUL POLES DIAMOND 1
- FLAGPOLE DIAMOND 3
- PAINT ACCENT BRICK – POOL
- REMOVE PRIMITIVE AT REDGATE
- PLAYGROUND SLIDES – CITY PARK

JOSHUA JOHNSON MA
OELWEIN PARK SUPERINTENDENT



City of Oelwein, IA

CLIENT LIAISON:

Jim Holz, AICP
Phone: 563.584.2884
Cell: 563.590.6351
jholz@msa-ps.com

DATE:

September 5, 2023



COMPREHENSIVE PLAN – PROJECT #R08884006

The planning process for the comprehensive plan is now complete. Now the real work begins, as the plan should act as a guide to implement the vision of the citizens of Oelwein and should be reviewed regularly. We have enjoyed working with the City during this process and are happy to help with any implementation elements moving forward.

FLOOD MITIGATION SCOPING – PROJECT #08884010

MSA continues to update the building footprint dataset with the information required to estimate FEMA flood impacts. The property review from the City was added to the database. Additional hydrology was completed as FEMA requires mitigation comparisons for the 10-, 50-, 100-, and 500-yr storm events. These were added into the hydraulic model to determine the flood boundaries and water surface elevations required for the benefit-cost ratio. Next steps are to finalize the existing flood loss value for buildings affected by the floodplain and determine the maximum cost of mitigation efforts, model potential mitigation alternatives to determine new flood boundaries and water surface elevations and determine fiscal feasibility of the potential mitigation alternatives.

MISC.

Iowa League of Cities BIL Funding Webinar Oct. 25th – If you haven't already registered for this webinar, you can do so at [State and Federal Funding Webinar Registration - IOWA League](#).

PROJECT UPDATE

Iowa League of Cities Annual Conference – This conference is taking place in Cedar Rapids September 20-22. This is a great opportunity to gain knowledge on important topics related to the City and network with other elected officials to share experiences. You can still register at [Annual Conference & Exhibit - IOWA League](#)