



Agenda

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

December 08, 2025
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Matt Weber

Council Members: Karen Seeders, Anthony Ricchio, Lynda Payne, Dave Lenz, Renee Cantrell

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

- [A.](#) Public Comment Policy.

Consent Agenda

- [1.](#) Consideration of a motion approving the November 24, 2025 minutes.
- [2.](#) Consideration of a motion approving the Class "E" Retail Alcohol License for Casey's General Store.
- [3.](#) Consideration of a motion approving the Class "E" and the Class "B" Retail Alcohol License for Kwik Trip, Inc #665.
- [4.](#) Consideration of a motion approving the Class "E" and the Class "B" Retail Alcohol License for Kwik Trip, Inc #1156.

Public Hearing

- [5.](#) Public Hearing on December 8, 2025 at 6:00PM in the Council Chambers on the sale of West 25' of the East 65' of the South 64' of Block 1, Oelwein's Homestead Addition in the amount of \$1.00.

Ordinances

- [6.](#) Consideration of an ordinance amending Chapter 23: Miscellaneous Law Enforcement, Article IV – Miscellaneous Prohibitions; Illegal Camping. - Second Reading.

Resolutions

- [7.](#) Consideration of a resolution approving project expense reimbursements number three and four in the amount of \$19,382.33 for the Oelwein RISE Day Habilitation Center Improvements Project.

- [8.](#) Consideration of a resolution setting a public hearing for the status of funded activities for the City of Oelwein Rise Day Habilitation Center Improvements Project on December 22, 2025 at 6:00 PM in the Oelwein City Council Chambers.
- [9.](#) Consideration of a resolution approving sale of city owned real property located at west 25' of the east 65' of the south 64' of block 1, Oelwein's Homestead addition.
- [10.](#) Consideration of a resolution authorizing the filing of a mortgage release for Muze, LLC at 108 S. Frederick Avenue.
- [11.](#) Consideration of a resolution approving the Demolition Assistance application to Russ McNamara & Charles Rochford for 122 7th Street SE in the amount of \$5,000.00.

Motions

- [12.](#) Consideration of a motion to provide direction to staff on the flooding in the 500 Block NE.
- [13.](#) Consideration of a motion to provide direction to staff on future solid waste planning.

Council Updates

Mayor's Report

- [1.](#) Consideration of a motion approving the mayor's recommendation to appoint Roger Rueber to the Board of Appeals.

City Attorney's Report

City Administrator's Report

- [A.](#) Discussion on solid waste rates.
- [B.](#) City Administrator.

Adjournment

- [C.](#) 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



Public Comment Policy
Oelwein Guidelines for Public Participation during City Council Meetings
Adopted by Council Resolution 5495-2023

1. Regular City Council Meetings “Public Comments” on non-agenda items.
 - a. The first opportunity for public comment is listed on the agenda as “Public Comments”. This time is set aside for the public to address the City Council on issues not scheduled on the agenda. It is not to be confused with a public hearing, which is a formal proceeding conducted for the purpose of discussing a specific topic, such as the city budget.
 - b. Anyone wishing to address the City Council must adhere to the following “Rules of Procedure and Decorum”:
 - i. Be recognized by the Mayor or Mayor Pro Tem.
 - ii. State their name and address.
 - iii. Speak from the podium in a civil, non-argumentative and respectful manner.
 - iv. Whenever a group wishes to address the City Council on the same subject, the Mayor may request that a spokesperson be chosen by the group to avoid significant repetitive comments. Follow up comments by others that are similarly minded, should be limited to acknowledging their agreement with the comments made by the spokesperson or any other prior speaker, and not merely repeating previously made comments.
 - v. Each person wishing to speak during the public comment period shall be given three (3) minutes to share their comments.
 - vi. Speakers will be required to speak into the microphone, speak clearly and succinctly, to ensure all in attendance, in person or virtually, can clearly hear and understand what is being said.
 - vii. All remarks shall be directed to the Mayor and City Council as a body rather than to the Mayor, any particular Councilmember, or any member of the staff or audience.
 - viii. If the speaker intends to share any documents the City Council during their comments, a copy must also be provided to the City Clerk. If the speaker is reading a “statement” to the Council, it is requested that a copy of the “statement” be provided to the City Clerk so as to have a clear and accurate record of what was said.
 - ix. Speakers shall refrain from the use of profanity; language likely to incite violence or outbursts from the audience; language that is disruptive to the orderly process of the meeting; engaging in conversations with individual council members; making comments of a personal nature regarding others; shouting, yelling or screaming.
 - x. Speakers shall not continue to address the City Council once they have left the podium and will at no point address or engage in conversation with the Mayor, Council, or staff from their seat.
 - c. Other matters relevant to the Public Comment section reference topics not on the Agenda.
 - i. Should the Mayor or Council request clarifications from the speaker the Mayor, in the Mayor’s sole discretion, may provide additional time to the speaker.



- ii. The Mayor or Mayor Pro Tem, in the sole discretion of the Mayor or Mayor Pro Tem in the absence of the Mayor, may provide additional time or reduce time allowed any speaker and/or make other allowances or judgements deemed appropriate under the circumstances, in the Mayor's capacity as the presiding official.
- iii. In many cases, the speaker will be directed to meet with staff outside of the meeting to further discuss, obtain answers to questions, to resolve the issue, and/or to discuss next steps.
- iv. Other than asking a question to clarify a statement made by the speaker, Council members shall refrain from entering into a dialogue with the speaker. This portion of the agenda is not intended for a discussion or debate between the City Council and the speaker and should not be used for that purpose. Iowa Code requires public notice of all items to be considered/debated to be posted at least twenty-four (24) hours in advance of the meeting. Therefore, Council discussion or debate on a topic brought up in the public comment section would be a violation of Iowa Code.
- v. The Mayor is responsible for maintaining order and decorum and will not allow the speaker, or any other person in attendance, to make personal attacks or inflammatory comments and will, when appropriate, direct any person violating any of the rules set forth herein to be quiet, to sit down and/or return to their seat as appropriate. Failure to comply with directives of the Mayor may result in the person being asked to leave the meeting or removed from the meeting. The Mayor may call for a break or recess to allow the speaker to leave or be removed from the meeting.

2. City Council Meetings "Public Comments" on Agenda Items during the meeting

- a. The City Council meeting is designed for the City Council to discuss and make decisions on the various issues on the agenda. The procedure for introduction, consideration, and action on agenda items is as follows:
 - i. Each agenda item is introduced by the Mayor
 - ii. The Mayor asks for a staff presentation or clarification of any relevant staff report.
 - iii. If dealing with an issue tied to an applicant, the Mayor may ask for comments from the applicant.
 - iv. The Mayor will then request whether any person in attendance wished to comment on the agenda item.
 - v. After the cessation of Council debate and any other comments as appropriate, the Mayor will call for a motion and second.
 - vi. Once a motion has been made and seconded, no additional comments will be received from the public, only City Council debate, with staff input as appropriate, will occur from this point forward.
- b. The rules for addressing the City Council at the designated time during this portion of the meeting are:
 - i. The speaker must be recognized by the Mayor.
 - ii. The speaker must speak from the podium and must provide their name and address for the record.



- iii. At no time will members of the public be allowed to enter into the City Council discussion from their seat. Upon recognition by the Mayor, a person may only be allowed to speak at the podium during the City Council discussion so long as the Mayor finds the comments to be germane, necessary and/or helpful to the City Council.
 - iv. No speaker will be allowed to speak more than once on any agenda item unless clarification is requested by the City Council and permission granted by the Mayor.
 - v. When an agenda includes a “Public Hearing”, any comments from the Public will only be received during the Public Hearing, not after the Public Hearing during consideration of any action item tied to the Public Hearing discussion.
 - vi. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items.
3. Public Hearings
- a. When an item under consideration requires a public hearing by statute, the Mayor will open and facilitate the public hearing. Public comments will be received in the same manner, and subject to, all provisions described and set forth under Paragraph 2 of this Policy.
 - b. Reasonable limitations on the number of speakers and time allowed to speak may be imposed by the Mayor in order to keep the meeting moving.
 - c. Public hearings are held to gather data and opinions from the public to assist and facilitate the decision-making process.
 - d. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items..
4. Public Comments at Council Workshops / Work Sessions.
- a. The committee chair runs the work session. The purpose of work sessions is to allow staff to present material and for the Council to have time to discuss and consider issues in greater detail before taking action.
 - b. Public Comments:
 - i. Because the Workshop/Work Session is designed for discussion among the members of the City Council and staff, public comment is not warranted. A member of the audience may only speak should the chair recognizes a member of the public or interested party or if a Council member requests that a member of the public be recognized. If so recognized, the same rules of decorum as listed for Council meetings apply, and the chair may impose any and all other restrictions deemed appropriate in the sole discretion of the chair.
 - c. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items.
5. Rules of Decorum for the Audience during Council Meetings and Work Sessions
- a. Meeting attendees (the audience):



- i. Will refrain from commenting, clapping, shouting, booing, or other inappropriate and/or disruptive behavior.
 - ii. Will refrain from private conversations during meetings.
 - iii. Should not address Council members in individual conversation or make comments to individual Council members.
- 6. Contacting City Council Members outside of Meetings
 - a. You may contact your City Council member at any time. Their contact information is on the City's website (<https://www.cityfoelwein.org>) at the button marked Government then City Council. Phone numbers may be provided City Hall should permission be given by the elected official.



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
November 24, 2025 - 6:00 PM

Pledge of Allegiance

Call to Order

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

Roll Call **Present:** Payne, Seeders, Ricchio, Weber, Cantrell
 Also Present: Mayor DeVore, City Administrator Mulfinger, City Clerk/Treasurer Rigdon
 Absent: Lenz

Additions or Deletions

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

All aye. Motion carried.

Citizens Public Comments

A. Presentation from Maggie Burger from Speer Financial on the Oelwein TIF Report.

Maggie presented later in the meeting.

Consent Agenda

1. Consideration of a motion approving the November 10, 2025 minutes.
2. Claims resolution in the amount of \$656,778.63.

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

All aye. Motion carried.

Ordinances

3. Consideration of an ordinance amending Chapter 23: Miscellaneous Law Enforcement, Article IV – Miscellaneous Prohibitions; Illegal Camping. - First Reading.

A motion was made by Weber, seconded by Cantrell to approve the first reading of an ordinance on Chapter 23: Miscellaneous Law Enforcement, Article IV – Miscellaneous Prohibitions; Illegal Camping.

Ayes: Payne, Seeders, Ricchio, Weber, Cantrell

Nays: NA

Absent: Lenz

Motion carried.

Resolutions

4. Consideration of a resolution encouraging the Fayette County Landfill Commission to study a transition from Population-Based Billing to Tonnage-Based Hauler Billing.

Mayor DeVore informed the county the city was looking into tonnage-based options rather than the current population based system.

A motion was made by Seeders, seconded by Weber to approve Resolution No. 5830-2025.

Ayes: Payne, Seeders, Ricchio, Weber, Cantrell

Nays: NA

Absent: Lenz

Motion carried.

5. Consideration of a resolution to approve entering a contract for design services with AECOM to Rehabilitate T-Hangar Taxilanes for the Oelwein Municipal Airport in the amount of \$55,600.00.

A motion was made by Seeders, seconded by Weber to approve Resolution No. 5831-2025.

Ayes: Payne, Seeders, Ricchio, Weber, Cantrell

Nays: NA

Absent: Lenz

Motion carried.

6. Consideration of a resolution approving Change Order #1 in the amount of \$0.00 for 10th St. Bridge Reconstruction Project with Taylor Construction.

A motion was made by Weber, seconded by Ricchio to approve Resolution No. 5832-2025.

Ayes: Payne, Seeders, Ricchio, Weber, Cantrell

Nays: NA

Absent: Lenz

Motion carried.

7. Consideration of a resolution approving Pay Application No. 2 in the amount of \$19,884.03 to Taylor Construction for the 10th St. Bridge Project.

A motion was made by Weber, seconded by Ricchio to approve Resolution No. 5833-2025.

Ayes: Payne, Seeders, Ricchio, Weber, Cantrell

Nays: NA

Absent: Lenz

Motion carried.

8. Consideration of a resolution setting a public hearing on December 8, 2025 at 6:00PM in the Council Chambers on the sale of West 25' of the East 65' of the South 64' of Block 1, Oelwein's Homestead Addition in the amount of \$1.00.

A development agreement will be presented at the next regular council meeting.

A motion was made by Weber, seconded by Ricchio to approve Resolution No. 5834-2025.

Ayes: Payne, Seeders, Ricchio, Weber, Cantrell

Nays: NA

Absent: Lenz

Motion carried.

Motions

9. Consideration of a motion to approve the Oelwein RISE CDBG 24-CF-002 Project Budget Amendment Request Letter.

A motion was made by Weber, seconded by Cantrell to approve the Oelwein RISE CDBG 24-CF-002 Project Budget Amendment Request Letter. All aye. Motion carried.

Committee Reports

10. Report from Seeders on the Library Board minutes.

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

11. Report from Cantrell on the Park and Recreation minutes.

For full minutes, please visit: <https://www.cityofeelwein.org/bc-parks/page/parks-and-recreation-27>

12. Report from Ricchio on the Airport Board minutes.

For full minutes, please visit: <https://www.cityofeelwein.org/bc-ab/page/airport-board-51>

Council Updates

Council member Ricchio feels the city may save money on landfill fees if the city exits the 28E agreement with the county. He had stated Jesup and Fairbank withdrew from Buchanan County's 28E agreement and it could be done. Ricchio believes Oelwein is subsidizing the landfill.

Mayor's Report

Mayor DeVore stated solid waste fees are to change to commercial rates.

City Administrator's Report

The city was awarded \$500,000.000 Community Development Block Grant for the 2026 Water Improvement Project. We want to thank the community for responding to the surveys and make this possible. Old Thyme Christmas is on December 5th, 2025 and will have an ugly sweater theme.

The council recessed at 6:20 PM and returned to regular session at 6:23 PM. Maggie Burger from Speer Financial was available to present the Oelwein TIF Report.

Adjournment

A motion was made by Weber, seconded by Cantrell to adjourn the meeting at 6:37 PM.

All aye.

Motion carried.

Brett DeVore, Mayor

ATTEST:

Dylan Mulfingher, City Administrator

I, Dylan Mulfingher, 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 November 24, 2025 and copy of said proceedings was furnished to the Register November 26, 2025.

Dylan Mulfingher, City Administrator

CITY OF OELWEIN**NOTICE OF PUBLIC HEARING ON THE PROPOSED SALE OF CITY OWNED REAL ESTATE**

Notice is hereby given that the City of Oelwein, Fayette County, Iowa, proposes to sell and convey by Quit Claim Deed, the following described real estate situated in the City of Oelwein:

A parcel of land west of 9 1st St. SW, Oelwein, Iowa also known as
West 25' of the East 65' of the South 64' Of Block 1, Oelwein's Homestead Addition

The City proposes to sell the property locally known as west 25' of the East 65' of the South 64' of Block 1, Oelwein's Homestead Addition, to The Steakhouse LLC, owner Glen Loeffelholz for the sum of \$1.00

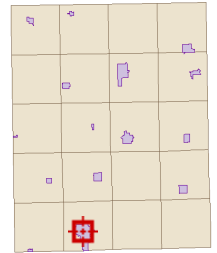
Public Hearing on the proposed sale, and terms associated therewith, will be held at 6:00 P.M. on December 8, 2025 at City Hall, 20 2nd Ave. SW, Oelwein, IA. After acceptance of public comment, if any, and closing of the public hearing, the City Council may act upon the proposal to sell and transfer said property.

Any person may appear at the Public Hearing to comment on the proposed terms of the sale to The Steakhouse LLC, owner Glen Loeffelholz and/or may submit written comments in advance of the Public Hearing by delivery of same to the City Clerk's Office, at Oelwein City Hall, 20 2nd Ave. SW, Oelwein, IA during regular business hours, by mailing to the City of Oelwein at the same address, or by email to the City Clerk's Office at dmulfinger@cityofuelwein.org, on or before the date and time of the Public Hearing.

Dylan Mulfinger, City Administrator
City of Oelwein, Iowa



Overview



Legend

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

Parcel ID	1821328007	Alternate ID	n/a	Owner Address	Loeffelholz, Glenn
Sec/Twp/Rng	21-91-9	Class	C		100 3rd St S
Property Address	9 1ST ST. SW	Acreage	n/a		Hazleton, IA 50641
	OELWEIN				

District OELWEIN OELWEIN CENTRAL UR

Brief Tax Description S 64' E 40' BLK 1
HOMESTEAD ADD.

(Note: Not to be used on legal documents)

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GEOSPATIAL

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 23: MISCELLANEOUS LAW ENFORCEMENT, ARTICLE IV – MISCELLANEOUS PROHIBITIONS

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, Chapter 23: Miscellaneous Law Enforcement, Article IV – Miscellaneous Prohibitions be amended as follows:

Sec. 23-64. Unlawful Camping.

It is unlawful to camp, occupy a campsite, or use camp paraphernalia in the following areas unless specifically authorized by City campground rules, temporary permit, or mayoral emergency declaration:

1. Any park.
2. Public property not ordinarily open to the public (e.g., buildings, water sites, stormwater facilities, secured areas);
3. Any street or sidewalk reserved for vehicle or pedestrian travel.
4. Other portions of street rights-of-way.
5. Any other public lot or property improved or unimproved.

Sec. 23-65. Storage of Personal Property.

It is unlawful to store personal property, including camp facilities or paraphernalia, in the areas listed in Sec. 23-101(1) through (5).

Sec. 23-66. Open-Air Camping.

1. It shall be unlawful for any person to engage in open-air camping on any property within the City of Oelwein except when conducted on property lawfully owned or leased by that person.
2. "Open-air camping" means sleeping, resting, or lodging in the open or in a vehicle, whether or not camp facilities or paraphernalia are used, outside of a designated campground or lawful private property.
3. Nothing in this section shall prohibit temporary camping activities expressly authorized by City permit, City regulation, or mayoral emergency declaration.

Sec. 23-67. Penalties.

1. A violation constitutes trespass and is a simple misdemeanor punishable by fine only. The maximum fine for a first offense is \$100 plus court costs.
2. A second or subsequent violation within twelve (12) months constitutes criminal trespass under Iowa Code § 716.7 and may be enforced as such, including arrest.

Sec. 23-68. Enforcement.

1. Officers may issue citations of arrest pursuant to this chapter with a notice to appear in court. If the officers seize the camp items or personal belongings of the defendant, officers

shall provide a notice to the defendant that states the defendant has seventy-two hours (72) to reclaim items

2. The Police Department may store seized items for 72 hours, after which unclaimed property may be disposed of.
3. Items left 72+ hours are deemed abandoned and may be removed. Hazardous items may be removed immediately. Notice may be given personally or by posting at the site.

Sec. 23-69. Definitions.

- Camp: To pitch or occupy camp facilities or use camp paraphernalia.
- Camp facilities: Includes, but is not limited to tents, huts, or temporary shelters used for sleeping or overnight shelter. Excludes structures used temporarily for authorized events between 6:00 a.m.–11:00 p.m.
- Camp paraphernalia: Includes, but is not limited to tarps, cots, beds, sleeping bags, hammocks, non-city cooking facilities, and similar equipment.
- Park: City-designated or maintained parks, trails, playgrounds, athletic fields, and public open spaces.
- Store: To set aside, place, or leave in a location for future use, or to put aside for safekeeping.
- Street: Any highway, road, lane, alley, right-of-way, or place open to public vehicular travel.

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

First reading –	November 24, 2025
Second reading –	December 8, 2025
Third reading –	December 22, 2025

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 22nd day of December, 2025.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded December 23, 2025

First Reading on November 24, 2025:

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

AYES NAYS ABSENT ABSTAIN

Weber	x			
Cantrell	x			
Lenz			x	
Payne	x			
Seeders	x			
Ricchio	x			

Second Reading on December 8, 2025. It was moved by _____ and seconded by _____ that the Ordinance as read be adopted (or to suspend the rules), and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

Weber
Cantrell
Lenz
Payne
Seeders
Ricchio

Third Reading on December 22, 2025. It was moved by _____ and seconded by _____ that the Ordinance as read be adopted (or to suspend the rules) and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

Weber
Cantrell
Lenz
Payne
Seeders
Ricchio

RESOLUTION NO. _____-2025

RESOLUTION APPROVING PROJECT EXPENSE REIMBURSEMENT NUMBER THREE AND FOUR IN THE AMOUNT OF \$19, 382.33 FOR THE OELWEIN RISE DAY HABILITATION CENTER IMPROVEMENTS PROJECT

WHEREAS, the City of Oelwein is the official grant recipient for the Oelwein RISE Day Habilitation Center Improvements Project; and

WHEREAS, RISE will provide reimbursement requests based on expenses from their project; and

WHEREAS, the city will receive grant reimbursements from the state of Iowa CDBG grant and in turn provide a check to RISE for their project; and

WHEREAS, the following expenses were created in reimbursement number two:

INVOICE #	PAYEE	INVOICE DATE	INVOICE AMOUNT	CDBG SHARE	LOCAL SHARE
FY25255	Upper Explorerland Regional Planning Commission	5/31/2025	\$2,082.28	\$2,082.28	\$-
Pay App #1	Matt Construction, Inc.	8/31/2025	\$32,347.50	\$28,122.92	\$4,224.58
Pay App #2	Matt Construction, Inc.	9/30/2025	\$87,599.67	\$76,159.15	\$11,440.52
Pay App #3	Matt Construction, Inc.	10/31/2025	\$28,462.72	\$24,745.49	\$3,717.23
FY25274	Upper Explorerland Regional Planning Commission (RISE paid)	7/1/2025	\$2,879.06	\$2,879.06	\$-
FY26115	Upper Explorerland Regional Planning Commission (RISE paid)	7/31/2025	\$2,935.83	\$2,935.83	\$-
FY26136	Upper Explorerland Regional Planning Commission (CITY paid)	8/31/2025	\$697.40	\$697.40	\$-
FY26163	Upper Explorerland Regional Planning Commission (CITY paid)	9/30/2025	\$1,530.11	\$1,530.11	\$-
FY26191	Upper Explorerland Regional Planning Commission (CITY paid)	10/31/2025	\$699.86	\$699.86	\$-

Now, therefore, be it resolved by the City Council of Oelwein, Iowa approves project expense reimbursement number two in the amount of \$19, 382.33 for the Oelwein RISE Day Habilitation Center Improvements Project

Passed and approved this 8th day of December, 2025.

Attest:

Dylan Mulfinger, City Administrator

June 10, 2025

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

Ricchio
Weber
Lenz
Cantrell
Seeders
Payne

BUDGET FY		General Accounting Expenditure										DOCUMENT NUMBER				
2025		DATE 12/8/2025			ACCTG PERIOD (mm/yy) 05/31/2025 - 05/31/2025							3				
VENDOR CODE					AGENCY NAME											
VENDOR NAME AND ADDRESS City of Oelwein 20 2nd Avenue SW Oelwein, IA 50662					BILL TO ADDRESS (ORDERING AGENCY) Iowa Economic Development Authority 1963 Bell Avenue, Suite 200 Des Moines, Iowa 50315					SHIP TO ADDRESS						
TERMS		FOB		ORDER APPROVED BY						GOODS RECEIVED/SERVICES PERFORMED						
										DATE INITIALS						
QUANTITY					VENDOR'S INVOICE NUMBER 3											
ORDERED	RECEIVED	UNIT OF MEASURE									UNIT PRICE		TOTAL PRICE			
				Request for Payment under CDBG Contract Number: 24-CF-002 Report Number: 3									2,082.00			
DOCUMENT TOTAL												2,082.00				
CLAIMANT'S CERTIFICATION I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID.										AGENCY CERTIFICATION I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY: CODE OR CHAPTER SECTION(S)						
DATE					TITLE											
CLAIMANT'S SIGNATURE					AUTHORIZED SIGNATURE											
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																
DOC TYPE (GAX) GAX	DOC NUMBER 3			DOC DATE		ACCTG PRD	BUDGET FY 2025	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE 1	INT IND	INT SELLER FUND	INT SELLER AGCY			
VENDOR CODE 2130037		ADDR OVERRIDE		F/A INDICATOR		LEFT IND Y	TEXT -po's only (Y/N)		TEXT (po's only)							
REF DOC TYPE		REF DOC NUMBER			REF DOC LINE		COM LN	VEND INVOICE # 3		COMMODITY CODE		GS CONTRACT				
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	I/D	DESCRIPTION	AMOUNT	I/D	P/F
01	0340	269	4610	24			4125							2,082.00		
02																
03																
04																
05																
06																
07																
DOCUMENT TOTAL												2,082.00				
GAX		WARRANT #			AUDITED BY			PAID DATE			17					

BUDGET FY		General Accounting Expenditure										DOCUMENT NUMBER				
2026		DATE 12/8/2025			ACCTG PERIOD (mm/yy) 07/01/2025 - 10/31/2025							4				
VENDOR CODE					AGENCY NAME											
VENDOR NAME AND ADDRESS City of Oelwein 20 2nd Avenue SW Oelwein, IA 50662					BILL TO ADDRESS (ORDERING AGENCY) Iowa Economic Development Authority 1963 Bell Avenue, Suite 200 Des Moines, Iowa 50315					SHIP TO ADDRESS						
TERMS			FOB		ORDER APPROVED BY					GOODS RECEIVED/SERVICES PERFORMED						
										DATE INITIALS						
QUANTITY					VENDOR'S INVOICE NUMBER 4											
ORDERED	RECEIVED	UNIT OF MEASURE									UNIT PRICE		TOTAL PRICE			
				Request for Payment under CDBG Contract Number: 24-CF-002 Report Number: 4									137,770.00			
DOCUMENT TOTAL												137,770.00				
CLAIMANT'S CERTIFICATION I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID. DATE TITLE										AGENCY CERTIFICATION I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY: CODE OR CHAPTER SECTION(S)						
CLAIMANT'S SIGNATURE										AUTHORIZED SIGNATURE						
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																
DOC TYPE (GAX) GAX	DOC NUMBER 4			DOC DATE		ACCTG PRD	BUDGET FY 2026	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE 1	INT IND	INT SELLER FUND	INT SELLER AGCY			
VENDOR CODE 2130037		ADDR OVERRIDE		F/A INDICATOR		LEFT IND Y	TEXT -po's only (Y/N)		TEXT (po's only)							
REF DOC TYPE		REF DOC NUMBER			REF DOC LINE		COM LN	VEND INVOICE # 4		COMMODITY CODE		GS CONTRACT				
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	I/D	DESCRIPTION	AMOUNT	I/D	P/F
01	0340	269	4610	24			4125							137,770.00		
02																
03																
04																
05																
06																
07																
DOCUMENT TOTAL												137,770.00				

GAX

WARRANT #

AUDITED BY

PAID DATE

RESOLUTION NO. _____-2025

RESOLUTION APPROVING SET PUBLIC HEARING FOR THE STATUS OF FUNDED ACTIVITIES FOR THE CITY
OF THE OELWEIN RISE DAY HABILITATION CENTER IMPROVEMENTS PROJECT at 6:00 PM DECEMBER 22,
2025

WHEREAS, the city of Oelwein is using Community Development Block Grant dollars on the
Oelwein Rise Day Habilitation Center Improvements Project; and

WHEREAS, this public hearing is required to proceed with securing funding for the project;

WHEREAS, the public hearing will be held on December 22, 2025 in the Oelwein Council Chambers
at 6:00 PM; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves setting a public
hearing for the status of funded activities for the City of Oelwein Rise Day Habilitation
Center Improvements Project

Passed and approved this 8th day of December, 2025.

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
Cantrell
Seeders
Payne

Attest:

Dylan Mulfinger, City Administrator

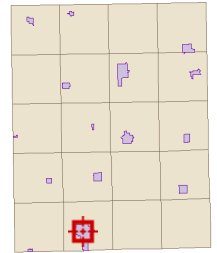
NOTICE OF PUBLIC HEARING ON THE STATUS OF FUNDED ACTIVITIES FOR THE RISE LTD. OELWEIN DAY HABILITATION CENTER IMPROVEMENTS PROJECT

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the Oelwein City Council will hold a public hearing on Monday, December 22 at 6:00 PM at the City of Oelwein city council chambers located at 20 2nd Avenue SW, Oelwein, IA. The purpose of the hearing will be to discuss the status of funding for the RISE Ltd. Oelwein Day Habilitation Center Improvements Project. The project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority, along with funding from RISE Ltd.

If you have questions concerning the project or if you require special accommodation to attend the hearing such as handicapped accessibility or translation services, you may contact Dylan Mulfinger, Oelwein City Administrator, at 319-283-5440. Written comments may also be submitted to the Oelwein City Council, 20 2nd Avenue SW, Oelwein, IA 50662. Persons interested in the status of funding or the progress of the project are welcome to attend this meeting.



Overview



Legend

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

Parcel ID	1821328007	Alternate ID	n/a	Owner Address	Loeffelholz, Glenn
Sec/Twp/Rng	21-91-9	Class	C		100 3rd St S
Property Address	9 1ST ST. SW	Acreage	n/a		Hazleton, IA 50641
	OELWEIN				
District	OELWEIN OELWEIN CENTRAL UR				
Brief Tax Description	S 64' E 40' BLK 1 HOMESTEAD 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: 11/20/2025

Last Data Uploaded: 11/20/2025 2:38:55 AM

Developed by  **SCHNEIDER**
GEOSPATIAL

DEVELOPMENT AGREEMENT
The Steakhouse LLC
9 1st St. SW, Oelwein, Iowa
Approved by Resolution _____

COMES NOW, the City of Oelwein, Iowa ("City") and The Steakhouse LLC. ("Developer"), City and Developer hereinafter referred to at times individually as "Party" and jointly as "Parties", on this 8th day of December, 2025 ("Effective Date") and do hereby agree to the following terms and provisions related to of this Development Agreement ("Agreement") related to intended repairs and renovations by Developer to a building owned by Developer ("Building") on Developer's Property located at 9 1st St. SW, Oelwein, Iowa. ("Property")

WHEREAS, The Developer is rehabbing the Building located on Property into a restaurant. ("Project") Developer desires to expand Building into a City owned parking lot, ("City Property") to provide additional restaurant seating, , and

WHEREAS, City desires to encourage investment and job creation in the downtown, and City finds it appropriate to consider the transfer of City Property to Developer as an economic development incentive, finding that the additional restaurant space will be of benefit to the Developer and the Project, and will increase the probability of profitability and success for the Project, and

WHEREAS, City finds that the transfer of a parcel of City owned Property, located west of 9 – 1st St. SW, described as "The west 25' of the east 65' of the south 64' of Block 1, Oelwein's Homestead Addition", in return for the payment of \$1.00 and other good and valuable consideration, being the additional Project footprint, and the benefits to be derived by the City, including but not limited to additional property taxes and employment opportunities, and

WHEREAS, the City wants assurances that Developer will proceed with the Project as proposed, Developer agrees that assurances are appropriate, with the Parties mutually agreeing that said assurances should include an agreement by Developer to compensate City for the transfer of City Property to Developer in an amount representing market value of the City Property.

NOW, THEREFORE, In furtherance of the above and foregoing, City and Developer hereby agree as follows:

1. Transfer of City Property to Developer:

- a. City agrees to transfer City Property to Developer for purposes of the Project, subject to Developer Obligations set forth herein, in addition:
 - i. City will pay costs of City Property surveying in the total sum of \$4,000.00.
 - ii. City Property, agreed by the Parties to have a Market Value of \$20,000.00 for purposes of this Agreement, will be transferred to Developer for the

total sum of \$1.00, subject to additional terms set forth herein related to Developer compliance with this Agreement.

2. **Developer Obligations:**

- a. Developer shall undertake Project and see to Project completion under and consistent with the following deadlines:
 - i. Within eighteen (18) months of the transfer of City Property to Developer, the Developer will have completed the Project, received an occupancy permit from the City (for the entire Restaurant space including the new 'footprint' on City Property), and be operating the restaurant.
 - ii. "Project" Shall be defined to include all activities and other obligations to be performed by or on behalf of Developer as prescribed herein, to accomplish the following objectives.
 1. Renovation of the Property and Building.
 2. Opening the Building on the Property as a restaurant.
 3. Expanding the Building footprint onto City Property for additional indoor restaurant seating.
- b. Developer shall provide a signed contract with a licensed contractor detailing the work to be performed to complete the Project in addition to Estimated Project costs and timeline.
- c. Developer shall provide a financing commitment letter from a Bank or Credit Union ("Lender") evidencing the availability of necessary funding to complete the Project, in an amount equal to 100% of the Estimated Project costs plus 10% contingency.
Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, and all applicable local, state and federal laws and regulation. Developer further acknowledges that the Property and Building must be improved to a condition that is fully compliant with all City Code requirements.
- d. Upon Project completion:
 - i. Developer will provide a report to the City, detailing Project improvements.
 - ii. Developer will allow the City, or its' contractor or agent, to fully inspect the Building and Property for completion of improvements and Code compliance prior to City issuance of an Occupancy Permit.
- e. Developer agrees that in the event of a Default under this Agreement by Developer that is not cured upon notice and opportunity to cure as provided in Paragraph 5 below, that City may take action to may cancel and terminate this Agreement, in addition to other legal remedies as permitted by Paragraph 5 below, and make immediate demand for the following payments from Developer that will be due within thirty (30) days of said demand.
 - i. \$20,000.00 for City Property. (Agreed upon market value)
 - ii. \$4,000.00 for City Surveying expenses. (Agreed upon sum.)

3. Assurances:

- a. The Parties hereby represent and warrant to one another, that to the best of their knowledge:
 - i. The Parties have each obtained all necessary approvals and consents for their execution, delivery and performance of this Agreement and each has full power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement, upon execution and delivery by the Parties is a valid and legally binding contract, as of and after the Effective Date, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or effecting creditor's rights generally.
 - ii. The Parties agree to exercise their best efforts to cooperate with one another in the development process as specifically provided for herein.
 - iii. The Parties agree to exercise their best efforts to resolve any disputes mutually and reasonably between them that may arise during the development process in a reasonable and prompt fashion.
 - iv. The Parties acknowledge that the City has communicated to Developer, that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing, and Developer has communicated to City that Developer is not a corporation, limited liability company, other entity, that the Developer is the persons signing this Agreement, and that they have full authority to execute and agree to the terms hereof.
 - v. The Parties acknowledge that there are no actions, suits or proceedings pending or threatened against or affecting them, in any court or before any arbitrator or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially affect the financial position or operations of either Party or which affects the validity of this Agreement or either Party's ability to perform its obligations under this Agreement.

4. General Terms and Provision.

- a. "Notices and Demands" Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by regular or certified mail, postage prepaid, addressed as follows:

If to Developer:

The Steakhouse LLC
 Attn: Glen Loeffelholz
 9 1st St. SW, Oelwein, Iowa

If to City:

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

or at such other address with respect to either party as that party may, from time to time designate in writing and provide to the other party.

- b. "Binding Effect" This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.
- c. "Execution By Scanning or Electronic Signature" The parties agree that this Agreement may be transmitted between them by scanning or electronic signature. The parties intend that the scanned or electronic signatures constitute original signatures and that such scanned or electronically signed Agreement containing the signatures (original, scanned, or e-signed) of all the parties is binding on the parties.
- d. "Maintenance of Insurance" Developer shall maintain the Property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Property. Developer shall pay for and maintain insurance in an amount not less than the full insurable value of the project property.
- e. "Responsibilities" Subject to the terms of this Agreement, Developer will be solely responsible for completing all work on the Project. Neither party will be considered an agent of the other for purposes of this Project, and each will hold harmless and indemnify the other for any damages suffered by any person or entity as a result of its own or its agents' acts or failures to act in performance of its obligations under this Agreement.
- f. "Assignment of Agreement" The Parties may not assign, transfer or convey in whole or in part this Agreement, without the consent of each Party. Consent shall not be unreasonably withheld.
- g. "Amendments" No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Parties.
- h. "Entire Agreement" This Agreement contains the entire understanding between the City and the Developer with respect to the Project.
- i. "Laws Ordinances and Regulations" Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

- j. "Governing Law / Jurisdiction" This Agreement shall be governed by Iowa law with jurisdiction in the Fayette County District Court.
- k. "Building Permits" Developer agrees to apply for, obtain, and otherwise follow all laws and regulations related to the issuance of necessary Permits for the Project.
- l. "Non-Discrimination" In carrying out the Project, Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age or disability. Developer further agrees to not discriminate upon the basis of race, religion, color, sex, sexual orientation, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).
- m. "Conflict of Interest" Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.
- n. "Construction" Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement. This Agreement shall be considered to have been jointly drafted by the Parties.
- o. "Captions" The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement
- p. "Severability" If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the illegal or invalid part, term, or provision.
- q. "Acknowledgement" The Parties, by signing this Agreement, acknowledge having carefully read the same, having had an opportunity to consult with counsel concerning the legal effect of this Agreement and its various terms and conditions, and have signed the Agreement voluntarily and without duress or coercion.

5. Events of Default and Remedies.

- a. Events of Default Defined" The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:
 - i. Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to Developer's Property.
 - ii. Failure by Developer to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.
- b. "Remedies on Default by Developer" Whenever any Event of Default is alleged to have occurred the City may take any one or more of the following actions after giving written notice to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the alleged Default, but only if the alleged Default has not been cured within thirty (30) days following such notice, or if the Default cannot be cured within thirty (30) days and Developer does not provide adequate assurances, found acceptable to City, that the Event of Default will be cured as soon as reasonably possible thereafter:
 - i. City may cancel and terminate this Agreement and make immediate demand of Developer to pay the City the following sums within thirty (30) days of said demand:
 - 1. City Property purchase price at agreed upon market value: \$20,000.00
 - 2. Reimbursement of City Surveying expenses related to City Property at the agreed upon sum of \$4,000.00
 - ii. City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.
- c. "No Remedy Exclusive" No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Should the City have to take legal action to collect any sums due from the Developer or the Guarantors, the Developer and the Guarantors shall be liable for City's legal expenses and costs.
- d. "No Implied Waiver" In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6. "Personal Guaranty" and "Legal Expenses and Costs"

- a. The principals of the Developer agree to personally guarantee project completion consistent with the terms of this Agreement, as outlined in the Personal Guaranty attached hereto as Exhibit A. The Parties agree that the execution of the Personal Guaranty by the principals of the Developer is part of the consideration supporting this Development Agreement. Should the City have to take legal action to collect any sums due from the Developer or the Guarantors, the Developer and the Guarantors shall be liable for City's legal expenses and costs.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Administrator and Developer has caused this Agreement to be duly executed on or as of the first above written.

City of Oelwein, Iowa

By : _____
Brett DeVore, Mayor

By : _____
Dylan Mulfinger, City Administrator

The Steakhouse LLC

Glen Loeffelholz

By: _____
Glen Loeffelholz, Owner

State of Iowa)
)§
County of Fayette)

Subscribed and sworn to me, the undersigned Notary Public, in and for the State of Iowa, by Glen Loeffelholz, known to me to be the identical person named herein, who swore and affirmed that he executed the same in his capacity as Owner of The Steakhouse LLC, Inc., with the authority and at the direction of the Corporation, by it and by him voluntarily entered.

Notary Public, State of Iowa

Exhibit A

Personal Guaranty

The undersigned, as "Guarantors", in consideration of, and as inducement to the City of Oelwein ("City") entering into a certain Development Agreement dated _____, to which this Personal Guaranty is attached, by and between City and The Steakhouse, LLC ("Developer"), hereby agrees as follows:

1. Consideration. This Guaranty is made for good and valuable consideration and to induce City to enter into a Development Agreement with Developer. Guarantors have a substantial financial interest in Developer and Guarantors acknowledge the receipt and adequacy of the consideration received by Guarantors in connection with the aforementioned Development Agreement between City and Developer.
2. Financial Guaranty. Guarantors hereby unconditionally guarantee payment to City of all sums that may become due from Developer to City under the aforementioned Development Agreement, including but not specifically limited to the payment to the City of sums due for City Property and City Surveying Expenses as agreed to in the Development Agreement, including such other sums, interest, fees, premiums, costs and expenses, attorney's fees and costs, and other amounts or damages which may be due or awarded to City under and consistent with the terms of the Development Agreement. By executing this Guaranty Agreement, Guarantors hereby acknowledges that Guarantors have reviewed the Development Agreement between City and Developer, have had sufficient opportunity to consult with legal counsel, and fully understands Guarantors financial obligations and exposure under this Guaranty Agreement.
3. Payment by Guarantors. Guarantors hereby agrees that in the event Developer becomes obligated to pay any sum to City under and consistent with the terms of the Development Agreement, that Guarantors will pay any such amounts in full to City within thirty (30) days of the mailing of written notice by City to Guarantors that such sums are due. Guarantors agree that all such notices shall be sent to Guarantors at the address shown by the Development Agreement, or at such other address or email address as Guarantors may from time to time provide to City in writing. Any such notice may be mailed by overnight mail or first-class mail, postage pre-paid, and/or sent via email, the thirty (30) day notice time frame shall be deemed to commence on the first day following mailing or emailing.
4. Nature of Guarantors Liability. Guarantors agree that Guarantors payment obligations under this Guaranty Agreement are an independent contractual undertaking on the part of Guarantors, and that Guarantors liability to City shall be joint and several with Developer's obligations and/or liability to City under the Development Agreement. Guarantors further agrees that City's remedies against Guarantors for breach of this Guaranty Agreement shall be separate and distinct from its remedies against Developer, and City may, at its sole option, proceed directly against Guarantors without first proceeding against Developer. Neither the failure of City in any particular instance to insist upon Guarantors strict performance, nor the granting by City of any particular

indulgence, forbearance or concession to either Guarantors or Developer, shall operate as a waiver on the part of City to thereafter insist upon Guarantors strict performance of this Guaranty Agreement. Guarantors agree that, absent an express agreement in writing to the contrary signed by City, this Guaranty Agreement shall be irrevocable by Guarantors until such time as the Developer's obligations under the Development Agreement have been fully satisfied and the City has released Developer from any further obligations thereunder.

5. Governing Law and Venue. Guarantors agree that the interpretation and enforcement of this Guaranty Agreement shall be governed by Iowa Law and jurisdiction shall be in the District Court in and for Fayette County, Iowa.

Signed and dated this _____ day of _____, 2025.

State of Iowa)
)§
County of Fayette)

Subscribed and sworn to me, the undersigned Notary Public, in and for the State of Iowa, by _____ and _____, known to me to be the identical persons named herein, who swore and affirmed that they executed the same as an expression of their voluntary act and deed.

Notary Public, State of Iowa

RESOLUTION NO. _____-2025

RESOLUTION APPROVING THE FILING OF A MORTGAGE RELEASE FOR MUZE AT
108 S. FREDERICK AVENUE

WHEREAS, the city awarded Muze, LLC \$25,000.00 in 2024 as part of the Downtown Improvement Program; and

WHEREAS, the property is now being sold and the city is releasing their mortgage; and

WHEREAS, all work has been completed and was inspected in the fall of 2025;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa authorizes the filing of a mortgage release for Muze, LLC at 108 S. Frederick Avenue.

Passed and approved this 8th day of December, 2025.

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

Ricchio

Weber

Lenz

Cantrell

Seeders

Payne

Preparer/Return To: Douglas D. Herman, Lynch Dallas Legal, 316 2nd St. SE, Ste. 124, Cedar Rapids, IA 52406
Phone: 319-365-9101

RELEASE OF REAL ESTATE MORTGAGE

The undersigned, City of Oelwein, Iowa, the present owner(s) of the mortgage hereinafter described, does hereby acknowledge that a certain mortgage bearing date of April 15, 2024, made and executed by Muze, LLC, Mortgagor, to City of Oelwein, Iowa, Mortgagee, and Recorded on April 26, 2024 in the records of the office of the Recorder of the County of Fayette, State of Iowa, in Book 2024 Page 96, is redeemed, satisfied and discharged in full.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Date: December 8, 2025.

Brett DeVore, Mayor of City of Oelwein, Iowa

STATE OF IOWA, COUNTY OF FAYETTE)§

This record was acknowledged before me on December 8, 2025 by Brett DeVore as Mayor of City of Oelwein, Iowa.

Notary Public, State of Iowa

RESOLUTION NO. _____-2025

RESOLUTION APPROVING DEMOLITION ASSISTANCE TO RUSS MCNAMARA & CHARLES ROCHFORD FOR
122 7TH STREET SE IN THE AMOUNT OF \$5,000.00

WHEREAS, the city of Oelwein provide demolition assistance to property owners wanting to
remove dilapidated properties; and

WHEREAS, 122 7th Street SE is in a dilapidated condition; and

WHEREAS, the city's policy states the city shall provide fifty percent of the cost up to \$5,000.00
and;

WHEREAS, the City shall provide \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the Demolition
Assistance application to Russ McNamara & Charles Rochford for 122 7th Street SE in the
amount of \$5,000.00.

Passed and approved this 8th day of December, 2025.

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

Ricchio

Weber

Lenz

Cantrell

Payne

Seeders

Attest:

Dylan Mulfinger, City Administrator



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:

122-7th St. S.E.

Applicant Name:

Russ McNamara / Charles Rochford

Owner Name:

Kevin Latham

Mailing Address:

14th 7th Ave SE

City, State, Zip:

Oelwein, IA 50662

Phone:

319-283-0317

E-mail Address:

Rumac57@MSN.Com

Legal Description:

Lots 12-13 Schaums Add.

Application date:

10-9-25

Is the property cleaned out? If not, why?

(Attach additional page if necessary)

IN PROCESS.

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

(Attach additional page if necessary)

The House in Question has deteriorated significantly. The building has become a hazard due to structural instability. It's presence negatively impacts our property value.

What is the future of this property?

we will clean off the lot and maintain it properly

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

Year awarded NA Project (address of property)

Amount awarded

List last date the structure was continuously occupied

List the last time this structure was served by utilities 10-10-25

water & gas
due to be done

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

Charles Rochford Adjoining Property owner

(For Official Use Only)

Community Development Department Application Review

Application reviewed on:

Application reviewed by:

Comments:

**CITY OF OELWEIN – ECONOMIC DEVELOPMENT
NEIGHBORHOOD REVITALIZATION PROGRAM**

Item 11.

For purposes of this program a qualified applicant is defined as:

- 1) Current property owner or holder of a valid offer to buy contingent only on the successful award of funding from the City of Oelwein for Economic Development – Neighborhood Revitalization Program; and

For purposes of this program, a qualified property shall be defined as:

- 1) Structure(s) or improvement(s) on the real estate that are not suitable for human habitation;
- 2) Estimated cost of repair or rehabilitation of the structure(s) exceeds the economic value of the real estate and improvements;
- 3) No Economic Development – Neighborhood Revitalization Program funds have previously been allocated to improvement of the real estate;
- 4) Improvements to the qualified property pursuant to the application will be completed within 45 days of the City Council's award of funds. The Council may extend the deadline upon written application submitted to the City Council prior to expiration of the initial deadline and supported by good cause beyond the applicant's control.
- 5) Improvement by total demolition of structure(s). No partial demolition of a structure shall qualify.

Item 11.

Bryan Construction Inc
1302 Outer Rd

Estimate

DATE	ESTIMATE NO.
10/2/2025	2451

NAME / ADDRESS
Russ McNamara 1178th St. SE

			REMARKS
DESCRIPTION	QTY	COST	TOTAL
Demolition House 122 7th St. SE Oelwein			
1. Obtain Utilities As Needed From City			
2. Provide City Of Oelwein Demolition Permit			
3. Remove Trees As Needed			
4. Demolish And Remove House			
5. Transport / Dispose Of House, Contents, And Debris At Black			
6. Remove All Foundations, Footings, Floors And Concrete			
7. Provide Clean Backfill			
8. Provide 4" Top Soil			
9. Finish Gravel			
10. All Work To Be In Compliance With Governing Regulations			
Proposal Valid For 30 Days		TOTAL	\$14,000.00

Lonnie Brewer
1251 Fontana Blvd.
Hazleton IA 50641
319-238-1222

10/5/2025

Est 231

Russ Mcnamara
117 8th Street S.E.
Oelwein IA 50662

Demo at 122 7th Street S.E.

Tear down and dispose of all house debris.

All materials will be disposed of at County Landfill

Utilities capped to city specs

Some Trees removed to property owner request.

Fill with clean materials and cap with 4 inches black dirt.

All fill and dirt will be provided by contractor.

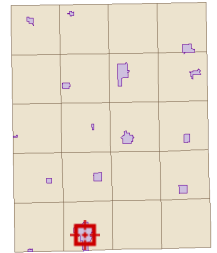
All work done to City of Oelwein Specs.

\$15,100.00

Total \$15,100.00



Overview



Legend

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

Parcel ID	1828209010	Alternate ID	n/a	Owner Address	Latham, Kevin Michael
Sec/Twp/Rng	28-91-9	Class	R		14 7th Ave SE
Property Address	122 7TH ST. SE	Acreage	n/a		Oelwein, IA 50662-2812
	OELWEIN				

District OELWEIN OELWEIN INC

Brief Tax Description LOTS 12 & 13
SCHAUMS 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: 10/23/2025

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Developed by  **SCHNEIDER**
GEOSPATIAL



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Kevin Michael Latham, single, does hereby Convey to Russell McNamara and Connie McNamara, as a married couple as joint tenants with full rights of survivorship and not as tenants in common, the following described real estate in Fayette County, Iowa:

Parcel AI in Lot 13 of Schaums Addition to the City of Oelwein, Fayette County, Iowa, and more particularly described as follows: Beginning at the Northeast corner of said Lot 13; Thence South 02 degrees 27' 07" East, 174.20 feet along the East line of said Lot 13 to the Southeast corner thereof; Thence South 87 degrees 32' 51" West, 67.78 feet along the South Line of said Lot 13; Thence North 00 degrees 59' 20" West, 174.14 feet to the North line of said Lot 13; Thence North 87 degrees 26' 43" East, 63.33 feet along the North line of said Lot 13 to the point of beginning.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

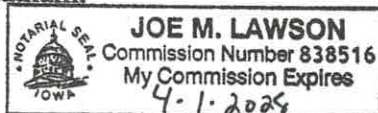
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: December 4th of 2025

Kevin Michael Latham
Kevin Michael Latham, Grantor

STATE OF IOWA, COUNTY OF Fayette

This record was acknowledged before me on 12.4.2025 by
Kevin Michael Latham.



Joe M. Lawson
Signature of Notary Public



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Kevin Michael Latham, single, does hereby Convey to Charles Rochford and Lynnette Rochford, as a married couple as joint tenants with full rights of survivorship and not as tenants in common, the following described real estate in Fayette County, Iowa:

Lots 12 and 13, Schaums Addition in Section 28, Township 91 North, Range 9
West of the 5th P.M., Fayette County, Iowa Except Parcel AI

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

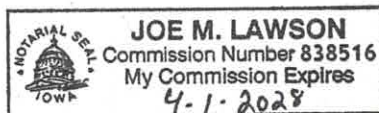
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: December 4th of 2025

Kevin Michael Latham
Kevin Michael Latham, Grantor

STATE OF IOWA, COUNTY OF Fayette

This record was acknowledged before me on 12-4-2025 by
Kevin Michael Latham.



Joe M. Lawson
Signature of Notary Public



To: Mayor and City Council
 From: Dylan Mulfinger
 Subject: 500 Block NE Flooding
 Date: 11/24/2025

The city has routinely denied requests from Ted Malget to address flooding issues on the creek within the 500 block of northeast Oelwein. While there are several reasons that will be discussed, the main reason is funding and city resources.

In September of 2025 Ted Malget elevated his request to a local attorney. The local attorney encouraged the city to meet with the neighborhood. While the city does not require an attorney to become involved to discuss neighborhood issues, the City Administrator recognizes potential litigation needs to be addressed before both parties lose money.

The City Administrator set up a meeting with Malget and his neighborhood at 5:00 PM on October 13. This allowed more time than public comment and provided a format for discussion. The Mayor and Public Works Director were in attendance along with the City Administrator. The meeting was productive, and the neighborhood expressed the following frustrations:

- The creek floods and damages 519 5th St. NE
- The creek is eroding into itself taking away property from the adjacent property owners
- The creek edge is difficult to maintain and encourages weed growth
- The culvert under 5th ST NE contains sediment

The issue with the October 13 meeting is that the City Administrator failed to provide notice to the city council. The City Administrator believed the issue had not risen to a level where the city council was needed, but when the city council walked into the meeting because it took place before a city council meeting, most were concerned they were not notified of the meeting. While the City Administrator has kept the city council updated on the issues raised by Ted Malget, the City Administrator did not notify the city council of the meeting.

After the meeting, the City Administrator contacted Marie Amundson from MSA the Water Resources Project Manager for MSA . Marie stated that according to the modeling they completed for the Dry Run Creek Flooding Project, flooding issues on the 500 block could be reduced. The reason for the reduction is because Dry Run Creek would not be overcome with water from the northeast. The creek on the 500 block could then properly drain into Dry Run Creek. The City Administrator recognizes that this is modeling, and that more research is needed to provide a definitive answer. The city council can direct staff to request a quote from MSA a study on the 500 block's creek to see what will happen during a heavy rain/flooding event.

The City Public Works Director contacted Fehr Graham and discussed the idea of cleaning up the creek and creating a creek bed that is more manageable for property owners. Fehr Graham said the city could have to involve the Iowa Department of Natural Resources (IDNR). In internal discussions at the city, it



was determined that the city does not have the best equipment for the work and that a contractor would need to be hired. While the city could do the work, the city may take over a month for the project rather than a week for a contractor.

The City Administrator must point out that funding for flooding or stormwater issues does not exist. The city traditionally uses franchise fees or local option sales tax for these projects. Recently the city used \$15,000 from franchise fee to match the \$85,000 Building Resilient Infrastructure Communities federal grant. The city would need to seek grant funding for this project or pause some equipment for projects in the franchise fees or local option sales tax fund. The city council will have to determine the priority of this project.

The November 24 work session at 6:30 allows the neighborhood and city council to discuss the issue. This meeting is a time for all city council members to ask questions and talk directly to the residents. Once this meeting concludes, the city council can decide on the priority of this issue and direct staff as needed. The City Administrator will recommend that the City Council wait for the Dry Run Creek Flooding Project to come to fruition before any work is done on the 500-block creek. While this will not satisfy any of the requests from the neighborhood, the city is not in place to address their issues.

Attached are the presentations from the October 13 meeting provided by Ted Malget.

Pictures of storm drainage ditch Ward 1

- 1) Flooded drainage ditch viewed from
520 6th St. N.E.**
- 2) Normal dry conditions of `N.E. to 6th St.
N.E.**
- 3) Copy of drainage ditch / path
configuration from Beacon Schneider
web site.**

Flooded drainage ditch 520 6th St.N.E.



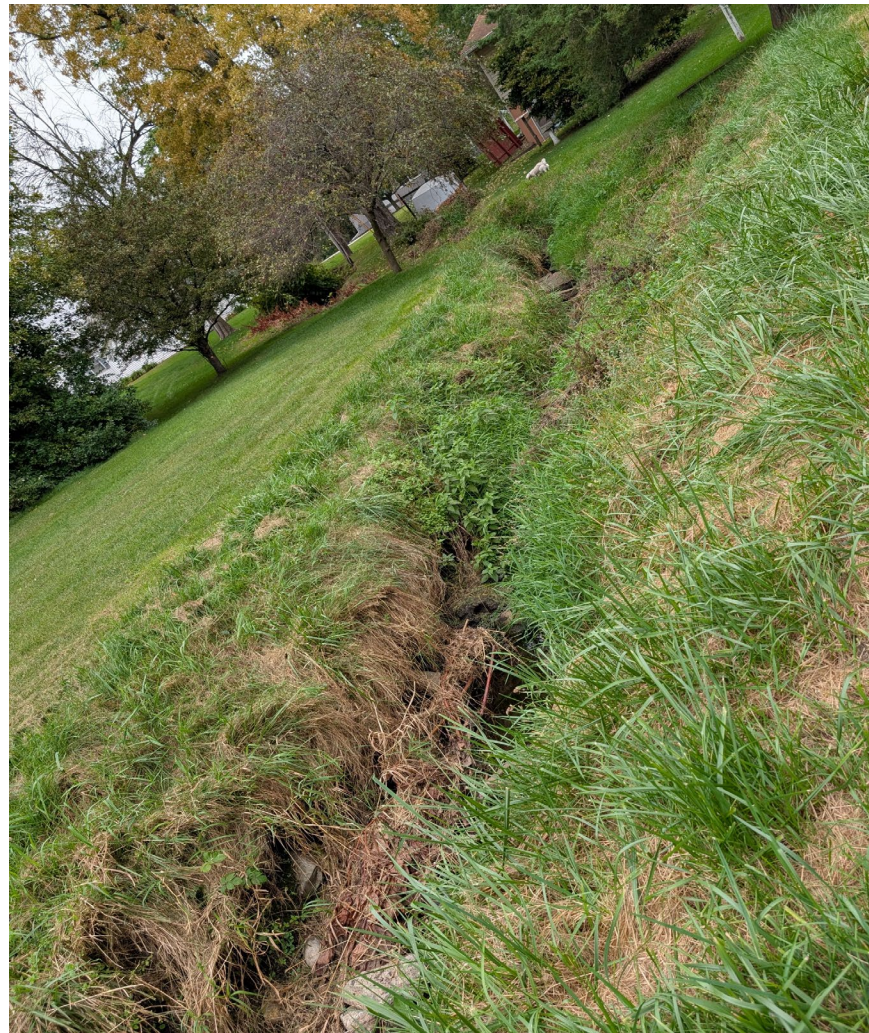
Erosion



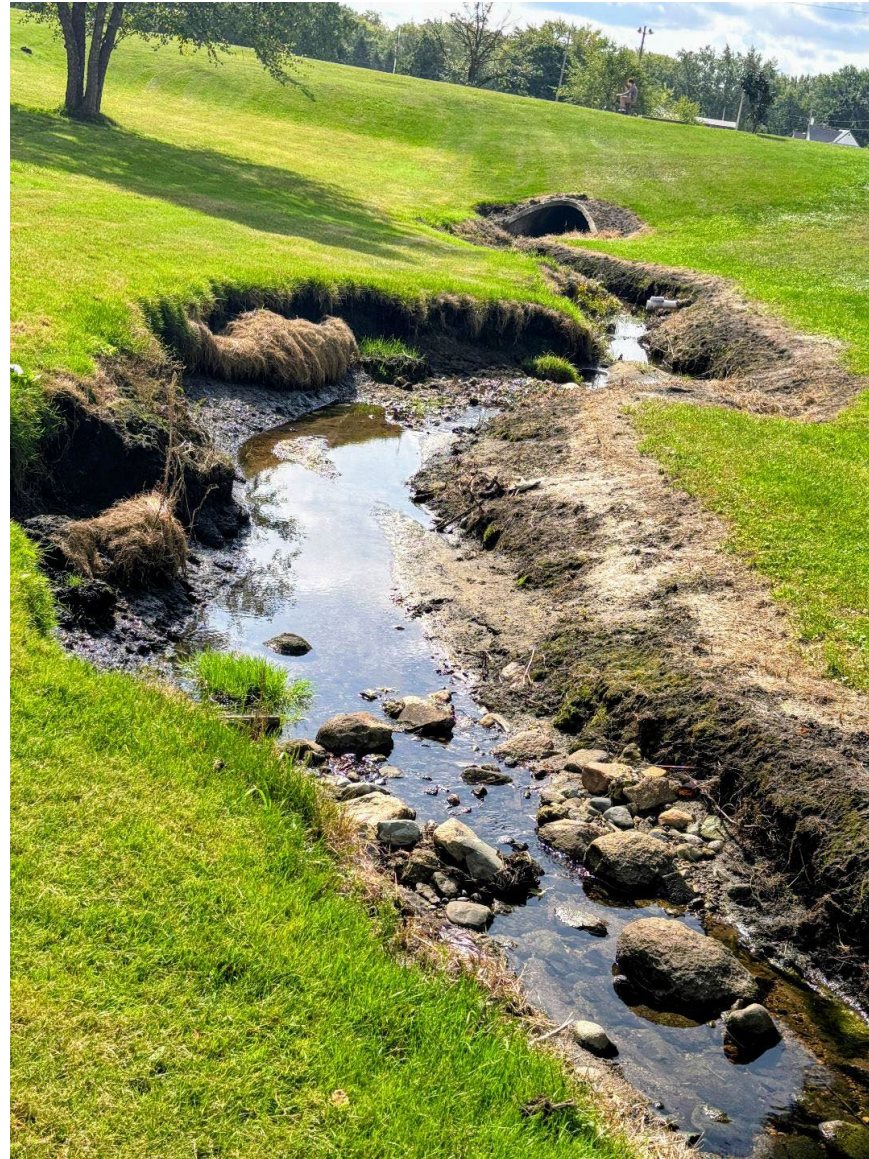
Erosion South End



Erosion South



Erosion South



Erosion north



Erosion North



Erosion North



Beacon Schneider path of ditch



Beacon Schneider Path of Drainage Ditch



Items of Concern

- 1. Continued Damage to Property Value**
- 2. Further Erosion**
- 3. Having an Inlet and Outlet Tube of Appropriate size.**
- 4. Discontinue use of private property as a holding dam.**
- 5. Establish holding dam in Wings Park**
- 6. Compliance with Iowa Code 468.621**

Iowa Code 468.621

- 468.621 Drainage in course of natural drainage — reconstruction — damages. Owners of land may drain the land in the general course of natural drainage by constructing or reconstructing open or covered drains, discharging the drains in any natural watercourse or depression so the water will be carried into some other natural watercourse, and if the drainage is wholly upon the owner's land the **owner is not liable in damages for the drainage unless it increases the quantity of water or changes the manner of discharge on the land of another.** An owner in constructing a replacement drain, wholly on the owner's land, and in the exercise of due care, is not liable in damages to another if a previously constructed drain on the owner's own land is rendered inoperative or less efficient by the new drain, unless in violation of the terms of a written contract. This section does not affect the rights or liabilities of proprietors in respect to running streams. [S13, §1989-a53; C24, 27, 31, 35, 39, §7736; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81,

Flooding Photos

5th St NE
Wings Park



Item 12.

Looking
S.W. to
ball
diamond.



5th St NE Manhole Floating



5th St NE



Item 12.

Bush's backyard



Item 12.

Bush's back yard



Item 12.

Middle of Creek



Item 12.

5th St NE



Item 12.

Kenneth
Herrman
home east
side
looking
west



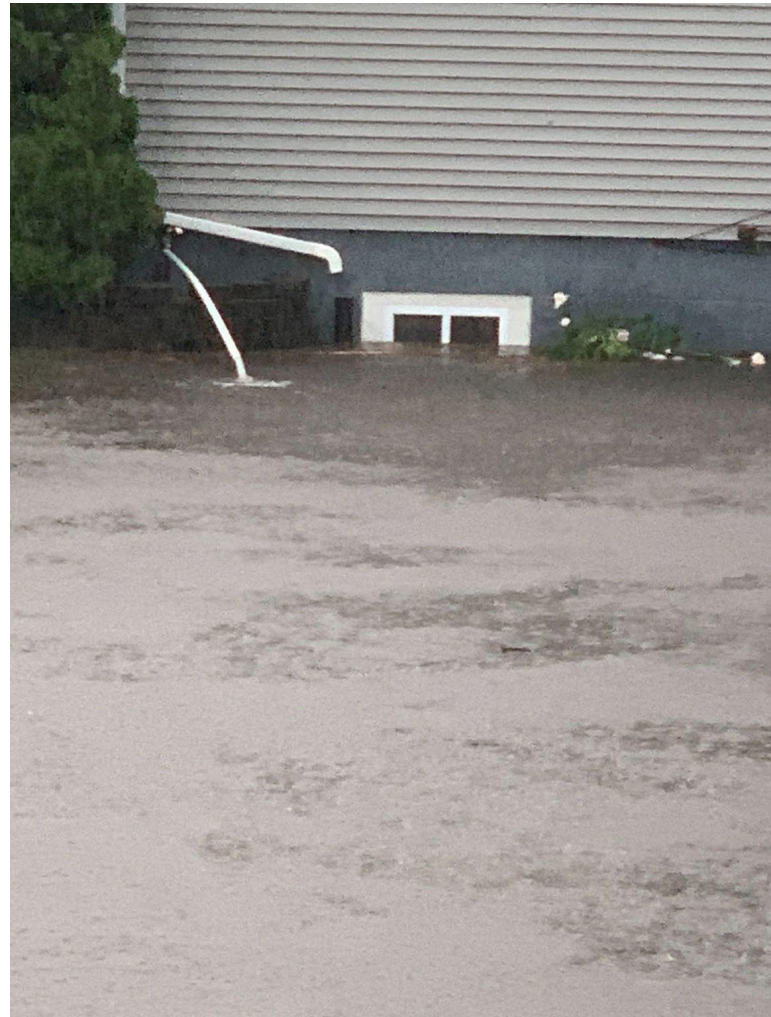
Item 12.

East side
of
Herman's
home



Item 12.

Herman Home Close Up



Item 12.



October 13 Neighborhood Meeting
 20 Second Avenue SW, Oelwein
 October 13, 2025 - 5:00 PM

Present: Larry Simpson, Donald Bush, Rose Smock, Christopher Jensen, Ted Malget, Marilyn Bennett, Jens Neilsen, Kenneth Herman

Also Present: Mayor DeVore, City Administrator Mulfinger, Public Works Director Herb Doudney

Absent: NA





To: Mayor and City Council
 From: Dylan Mulfinger
 Subject: Solid Waste Memo
 Date: 12/8/2025

On November 24, 2025 city council member Anthony Ricchio asked that the city administrator bring back the conversation about Oelwein's relationship with the Fayette County Landfill Commission. Mulfinger was approached by another council member and placed the item on the agenda to provide direction.

In late 2020 and early 2021 the city began discussing the idea of no longer using Fayette County Landfill Commission as their solid waste provider. Below are some bullet points from this process:

- The 28e currently binding Oelwein is old and needs to be updated by the Fayette County landfill Commission
 - It fails to mention a comprehensive plan
 - The city has to provide one year notice to withdraw
- The city must be part of a comprehensive plan for waste reduction
 - By way of the Fayette County Solid Waste Management Commission is part of the Iowa Northland Regional Council of Governments' (INRCOG) Solid Waste Comprehensive Planning Area
 - Iowa State Code states:
 - 455B.302 Duty of cities and counties — agreements — liens. 1. Every city and county of this state shall provide for the establishment and operation of a comprehensive solid waste reduction program consistent with the waste management hierarchy under section 455B.301A, and a sanitary disposal project for final disposal of solid waste by its residents. Comprehensive programs and sanitary disposal projects may be established either separately or through cooperative efforts for the joint use of the participating public agencies as provided by law.
 - 455B.301A waste management hierarchy
 - a. Volume reduction at the source. b. Recycling and reuse. c. Waste conversion technologies. d. Combustion with energy recovery. e. Other approved techniques of solid waste management including but not limited to combustion for waste disposal and disposal in sanitary landfills
 - If the city leaves the Fayette County Landfill Commission, they still need to meet state of Iowa requirements
- The reason for the city debating the departure in 2020 was tied to recycle
 - Residential customers pay to have a recycle bin at their house, and to use the blue county bins
- The Fayette County Landfill Commission was not happy with Oelwein
 - They published an article in the paper
 - They have to be concerned as Oelwein is their second largest revenue entity



The following attachments are from previous work on this project

- 28E agreement
 - This ties Oelwein to the Fayette County landfill Commission
- DNR email
 - This outlines some of the city's solid waste requirements
- INRCOG email
 - This talks about solid waste planning
- Comprehensive Planning Area Changes
 - Discusses why a city must be in a solid waste planning area
- DNR Comprehensive Planning Waste Flow Information
 - This provides Iowa code sections on solid waste flow and requirements
- 2020 memo
 - This is a request to the Landfill Commission that the city of Oelwein no longer pay recycling fees
- Recycling Then and Now
 - This article was published in the daily register from the landfill commission in response to Oelwein



Michael A. Mauro
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

Item 13.

M501143

7/22/2008 9:50:18 AM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	County of Fayette	County	Fayette
Party 2	City of West Union	City	Fayette
Party 3	City of Westgate	City	Fayette
Party 4	City of Waucoma	City	Fayette
Party 5	City of Wadena	City	Fayette

*Enter "Other" if
not in Iowa

Item 2. The type of Public Service included in this agreement is: 360 Sanitation
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: (please be specific)

To establish a commission for the purpose of planning, developing, operating and maintaining Solid Waste Facilities for and on behalf of the municipalities who are parties to this agreement to provide solid waste management in Fayette County, IA.

Item 4. The duration of this agreement is: (check one) ☐ Agreement Expires _____ ☒ Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? (check one)

☒ NO

☐ YES Filing # of the agreement: _____

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: www.sos.state.ia.us/28E.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: (optional)

LAST Name Wilkinson FIRST Name Cindy

Title Financial Director Department Financial Director

Email 000001 Phone 563-422-3552



FOR OFFICE USE ONLY:

Item 13.

7/22/2008 9:50:18 AM

COURT RECORDER
FAYETTE COUNTY, IOWAINTERGOVERNMENTAL AGREEMENT CREATING
THE FAYETTE COUNTY SOLID WASTE
MANAGEMENT COMMISSION

'82 MAY 6 PM 4 08 (AMENDING AND SUPERSEDING PRIOR JOINT AGREEMENT)

This agreement is made and entered into as of April 5, 1982, by, between and among the City of Arlington, Iowa; the City of Clermont, Iowa; the City of Donnan, Iowa; the City of Elgin, Iowa; the City of Fayette, Iowa; the City of Hawkeye, Iowa; the City of Maynard, Iowa; the City of Oelwein, Iowa; the City of Randalia, Iowa; the City of St. Lucas, Iowa; the City of Wadena, Iowa; the City of Waucoma, Iowa; the City of Westgate, Iowa; and the City of West Union, Iowa; and the County of Fayette, Iowa representing the unincorporated areas of Fayette County (all parties being hereinafter called the "Municipalities").

WITNESSETH:

ARTICLE I.

CREATION OF THE FAYETTE COUNTY SOLID

WASTE MANAGEMENT COMMISSION

Pursuant to the provisions of Chapter 28E, Code of Iowa, 1979, the Municipalities hereby form and create the Fayette County Solid Waste Management Commission (hereinafter called the "Commission").

ARTICLE II.DURATION

Section 1. Duration. The duration of this Commission shall be perpetual, unless terminated or dissolved as hereinafter provided.

ARTICLE III.PURPOSE

Section 1. Purpose. The purpose of the agreement is to create a Fayette County Solid Waste Management Commission. This Commission is established for the purpose of planning, developing, operating and maintaining Solid Waste Facilities for and on behalf of the municipalities who are parties to this agreement to provide solid waste management in Fayette County, Iowa.

ARTICLE IV.ORGANIZATION

(a). The governing body of the Commission shall consist of members appointed by each participating municipality or their designated substitute, which substitute shall be a member of and approved by the municipality they represent. Each member of the Commission shall have one vote for each one thousand population or fraction thereof, residing in the municipality represented. Such population shall be ascertained from the most recent federal census or special federal census, which ever is latest, for that municipality. The population of the County of Fayette shall be that of the unincorporated portion of the county.

(b). There shall be one class of membership in the Commission, which shall be a full membership and each member Municipality shall designate by resolution of its governing body its membership within the Commission.

(c). A quorum of the Commission shall consist of a majority of the entire membership, regardless of the number of votes held by each member present.

(d). A majority vote of the Commission as authorization for or as a prerequisite to any certain Commission action shall mean a majority of the total votes represented by the representatives constituting the quorum of the Commission at the meeting at which such action is considered.

(e). The Chairman and the Vice-Chairman of the Commission shall be elected by majority of Commission membership and shall serve for a term of one year, or until their respective successors in office are chosen. The incumbent in each said office may succeed himself; and annual elections shall be held.

(f). The Commission shall hold at least one meeting during each three months of the year on dates and at places which shall be determined by the Commission. Special meetings may be held at the call of the Chairman, Vice-Chairman or majority of the membership of the Commission.

ARTICLE IV ORGANIZATION CONT.

(g) The Commission shall elect a six member Executive Board composed of members of the Commission which shall have and exercise such powers of the Commission, during the period of time between meetings of the Commission, as may be lawfully delegated, including without limitation conducting surveys and establishing and operating the solid waste disposal site. The Chairman and Vice-Chairman of the Commission shall serve in that capacity on this Board. The terms of this Board shall be staggered with two members being replaced each year. The terms of the first Board will be staggered from one year to three years. Thereafter members of this Board shall be appointed for a three year term and may succeed themselves. In the event that a member of the Board is replaced by his municipality as a representative to the Commission, his successor as such representative shall succeed to his membership on the Board for the balance of his term.

(h) The Board may hire, subject to the approval of the Commission, such supervisory, clerical and other personnel as are necessary to carry out the functions of the Commission and the Board. The Board shall fix their compensation and benefits, and shall approve all personnel rules, regulations and job descriptions pertaining thereto.

(i) The Board may employ legal counsel, who may be a paid employee of one of the members, and who may receive compensation set by the Commission for the performance of his duties.

ARTICLE V
POWERS AND DUTIES

Section 1. Powers The Commission will have the power to do any and all things necessary to carry out the requirements of Chapter 455B of the 1981 Code of Iowa. Such powers to include but not limited to the power and authority to buy, sell, lease, mortgage, encumber any and all real estate needed and any and all personal property to include machinery and equipment, and the following:

(a) To make and enforce by-laws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.

(b) To do and perform any acts and things authorized by Chapters 28E and 28F, Code of Iowa, 1981.

(c) To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient, or desirable for the purpose of the Commission.

(d) To cause the disposal of solid waste material originating within each Municipality pursuant to the contract between the Commission and the Municipality pertinent thereto. Neither the Commission nor the executive board shall have the authority to regulate the manner and method of pickup of any solid waste in any municipality nor shall they have the authority to bind any municipality as to charges for pick-up and delivery unless said municipality shall agree to such regulations by written consent.

(e) To fix, establish and maintain such rates, tolls, fee, rentals or other charges for the services and facilities of the Commission sufficient to pay at all times the cost of maintaining, repairing and operating said facilities, to pay the principal of and interest on bonds of the Commission then outstanding, to provide for replacements, depreciation and necessary extensions and enlargements and to provide a margin of safety.

(f) To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the Commission.

(g) To prepare and recommend to member Municipalities local ordinances governing refuse collection transportation and disposal, regulation of private collection haulers, land use regulations, sanitation, burning of private or public wastes, incineration standards and other such regulations as may from time to time be required.

(h) To provide for a system of budgeting, accounting, auditing and reporting of all Commission funds and transactions, for a depository, and for the bonding of employees.

(i) To borrow money, make and issue negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes and to secure the payment of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of the commission net revenue and any other funds which it has a right to, or may hereafter have the right to pledge for such purposes.

(j) To provide in the proceeding authorizing such obligations for remedies upon default in the payment of principal and interest of any such obligations including but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Commission's property, such trustee and such receiver to have the powers and duties provided for in the proceeding authorizing such obligations.

(k) To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.

(l) To enter into contracts, leases, or other transactions with municipal, county, State or the Federal Government, individuals or private corporations.

Section 2. Duties of the Commission. a.) The duties of this Commission shall be to provide members with satisfactory solid waste disposal facilities and to maintain a cooperative relationship with individual governmental units. b) The duties shall also include adopting by-laws for the operation of the Commission and providing member governments with copies of the official by-laws.

ARTICLE VIFINANCING:

Section 1. In the performance of its duties, the Commission may accept and expand funds from federal, state or municipal agencies, public or semi-public, or private individuals or corporations, and shall carry out such cooperative undertakings. Each member Municipality shall make payment for providing disposal of domestic solid waste from residents therein.

Section 2. The Commission shall make expenditures for the purchase, lease or rent of required land, facilities, equipment and supplies necessary to carry out the purpose of this agreement. The Commission shall also have the power to sublet or rent any property owned or leased and the income therefrom shall accrue to the Fayette County Solid Waste Management Commission.

Section 3. The Commission shall prepare a budget based on fiscal years for the operation of the Commission to be adopted in December of the year preceding the budget year.

Section 4. The Commission shall request each Municipality unit to provide in its budget for its share of the Commission budget.

Section 5. The Commission, for the purpose of allocating portion of the Commission budget for the retirement of bonds and interest for each Municipality, shall adopt a percentage formula for the Commission membership based upon population as shown by the last official federal census.

Section 6. The share of each budget from each Municipality shall be due and payable to the Solid Waste Fund in quarterly or semi-annual payments to be made within 30 days after the beginning of the pay period of the Commission's budget year.

Section 7. Any budgetary or special appropriation adopted by the Commission shall be a membership requirement of each and every Municipality. The failure of a Municipality to pay over to the Commission the allotted share of a Commission budget may be considered a momentary withdrawal of that Municipality and a default of this Agreement.

000008 Section 8. It is expressly understood that the Commission is to be
operated not for profit and no profit or dividend will inure to the benefit
of any person.

ARTICLE VII
AMENDMENT OF AGREEMENT

Any proposal arrived at by the Commission shall be submitted to the Municipalities for approval. Governing bodies of the Municipalities disapproving a proposal shall submit an amended proposal to the Commission for review. The final proposal shall be resubmitted to the Municipalities for approval. This Agreement shall never be amended in any way so as to adversely affect the interest of the holders of any bonds or other obligations of the Commission.

ARTICLE VIII
MANNER OF ACQUIRING AND HOLDING PROPERTY

The Commission may lease, purchase, or acquire by any other means, from members or from any other source, such real and personal property as it is required for the operation of the Commission and the carrying out of the purpose of this Agreement. The Commission shall maintain title to all such property in the name of the Commission. Property shall be acquired or disposed of only upon a majority vote of a quorum attending a duly called Commission meeting.

ARTICLE IX
SUSPENSION OF VOTING RIGHTS AND SERVICES

During a period of delinquency by a Municipality in the payment to the Commission of its share of a budget and before such delinquency is determined a voluntary withdrawal, such Municipality shall not be entitled to the services of the Commission, nor shall the Municipality be entitled to vote on matters coming before the Board, unless such delinquency shall be waived for voting purposes by a majority vote of the remaining members of the Commission.

ARTICLE X
WITHDRAWAL OR DISSOLUTION

Section 1. The withdrawal of any Municipality from the Commission must be preceded by one year formal notice to the Commission. Such withdrawing Municipality shall not be entitled to a share of the value of the real and personal property of the Commission.

Section 2. The Commission shall be completely dissolved and this Agreement terminated only upon the affirmative majority vote of the Commission. The Commission shall not be dissolved until a procedure is agreed upon for the settlement of all outstanding obligations.

ARTICLE XI

That a certain Agreement to cooperate heretofore entered into by certain of the undersigned creating Fayette County Solid Waste Management Commission is hereby approved, amended or superseded by this Agreement.

This Agreement may be executed by one or more of the parties hereto separately in any number of counterparts, each of which when so executed and delivered shall be part of the original, and such counterparts together shall constitute one and the same instrument.

In testimony whereof, said Municipalities have caused this Agreement to be executed on their Clerks or Auditor, and the corporate seal of said Municipalities to be affixed hereto all as of the day and year first above written.



Outlook

Fw: Oelwein

From: Stobbe, Chad <chad.stobbe@dnr.iowa.gov>
Sent: Tuesday, December 1, 2020 5:09 PM
To: Dylan Mulfinger <dmulfinger@cityofoelwein.org>
Cc: Rasmus, Laurie <Laurie.Rasmus@dnr.iowa.gov>
Subject: Re: Oelwein

Dylan -

It was nice speaking with you today regarding solid waste management within the City of Oelwein. I've tried to cover the key points of our discussion below.

The authority for solid waste transfer station (XFR) permits comes from Iowa Code section [§455B.307](#), which states in part, that private and public agencies shall not dump or deposit or permit the dumping or depositing of any solid waste at any place other than a sanitary disposal project (SDP) approved by the DNR. This is to ensure the protection of the health, safety, and welfare of Iowans and the protection of the environment through the safe and sanitary disposal of solid waste.

The regulations concerning solid waste transfer stations can be found at [567 IAC 106](#). Additional information regarding XFR permitting can be found [here](#).

As we discussed, the City of Oelwein (by way of the Fayette County Solid Waste Management Commission) is part of the Iowa Northland Regional Council of Governments' (INRCOG) Solid Waste Comprehensive Planning Area. TAs discussed, there are waste flow requirements (attached factsheet) that must be adhered for waste disposal. Iowa law ([§455B.302](#), [§455B.306](#)) requires cities and counties to develop a comprehensive solid waste reduction program in collaboration with the landfill(s) or other waste facility(s) that serves their area.

The INRCOG Planning Area is described as: *All cities and the unincorporated area in Black Hawk County; all cities and the unincorporated area in Bremer County; all cities and the unincorporated area in Buchanan County; all cities and the unincorporated area in Fayette County; and the cities of Dike, Grundy Center, Morrison, Reinbeck and Stout in Grundy County.*

The designated sanitary landfill for Fayette County via the INRCOG Planning Area is the Black Hawk County Sanitary Landfill (Permit #07-SDP-01-75P). The regulations governing comprehensive planning can be found at [567 IAC 101](#), and additional information can be found [here](#).

DNR Contact:

Laurie Rasmus
DNR Comprehensive Planning Administrator
Phone: 515-725-8319
Email: Laurie.Rasmus@dnr.iowa.gov

INRCOG Contact:

Ben Kvigne
INRCOG Director of Transit
Phone: 319- 235-0311
Email: bkvigne@inrcog.org

Iowa Code section 455B.302 states that "Every city and county of this state shall provide for the establishment and operation of a comprehensive solid waste reduction program consistent with the waste management hierarchy under section 455B.301A, and a sanitary disposal project for final disposal of solid waste by its residents." In addition, Iowa Code section 455B.306(1) specifies that a city, county, or private agency operating, or planning to operate, a municipal solid waste sanitary disposal project shall file a comprehensive plan. Therefore, it is the duty of cities and counties to designate the sanitary disposal project(s) within the planning area, not vice versa.

As such, solid waste transfer stations, whether public or private, shall comply with comprehensive planning and service area requirements. What this means is that transfer stations that take their waste to an out-of-state facility for disposal, are required to join the planning area of the cities and counties they provide hauling services for, or create their own planning area with the member cities and/or

counties they service. If they serve cities or counties within multiple planning areas, those cities or counties would have to choose a single planning area to become a member of. Iowa Code 455B.306 (7)"e" ...a planning area shall not include a planning area or service area, any part of which is included in another comprehensive plan.

As we discussed, a XFR is an SDP and must be formally accepted into the Solid Waste Comprehensive Planning Area prior to permit issuance. See subrule 101.13(7) below and the attached guidance on changing planning areas:

101.13(7) Comprehensive plan amendments. *If a municipal solid waste sanitary disposal project or city or county requests to be included in a planning area after completion of an initial comprehensive plan or a comprehensive plan update but before the next comprehensive plan update is due, and the planning area participants agree to include the city, county, or municipal solid waste sanitary disposal project, the following procedure is required:*

- a. A letter must be submitted to the department by the facility operator describing the facility's operation and the amount of waste to be managed, or by the city or county describing that local government's intention to participate in the specified comprehensive plan.*
- b. In a letter that must be submitted to the department, the planning agency must agree to accept the city, county, or municipal solid waste sanitary disposal project in the planning agency's planning area and must state how the change will affect the planning area's waste stream, including an explanation of the change in the planning area, the amount of waste involved and details of waste reduction and recycling efforts that will be implemented in any new communities, if applicable.*
- c. The next comprehensive plan update submitted by the planning agency shall include the amended city, county, or municipal solid waste sanitary disposal project.*
- d. If a city or county joins a planning area, a resolution must be submitted to the department stating the city's or county's commitment to the comprehensive plan of the planning area, and stating that the city or county will work to implement the comprehensive plan of the planning area.*

[DNR Employment](#) - We currently have an opening in the Land Quality Bureau for an [Environmental Specialist Senior](#) that is responsible for managing the Derelict Building Grant Program. Closes 12-3-20.

Thank you for your efforts to comply with Iowa's environmental requirements. I understand that I've provided you with an abundance of information within this email. Upon review, should you have any questions, please feel free to contact me or Laurie R. Thanks



Chad A. Stobbe | Environmental Specialist Senior

Iowa Department of Natural Resources

502 East 9th Street, Des Moines, IA 50319

P 515-725-8351 | C 515-201-8272



www.iowadnr.gov



On Tue, Dec 1, 2020 at 3:59 PM Dylan Mulfinger <dmulfinger@cityofuelwein.org> wrote:

Chad,

Thank you for your time today. Please provide me with the contact information we have discussed.

Who would I talk to with INRCOG?

Thanks,

Dylan Mulfinger

City Administrator

City of Oelwein

20 2nd Ave SW Oelwein, Iowa 50662

319-283-5440



Outlook

From: Ben Kvigne <bkvigne@inrcog.org>
Sent: Monday, May 8, 2017 9:17 AM
To: Dylan Muflinger <dmulfinger@cityofoelwein.org>
Subject: RE: Oelwein Solid Waste

Ok. I will keep it on my calendar. I look forward to meeting you.

Ben Kvigne

INRCOG/ Iowa Waste Exchange

Phone 319-235-0311

bkvigne@inrcog.org

[Iowa Waste Exchange](#)



From: Dylan Mulfinger [mailto:DMulfinger@cityofeelwein.org]
Sent: Monday, May 08, 2017 9:07 AM
To: Ben Kvigne
Subject: RE: Oelwein Solid Waste

I think it would be great to meet. I want to learn more about the comp plan and the services that Fayette is encouraged to provide.

Dylan

From: Ben Kvigne [mailto:bkvigne@inrcog.org]
Sent: Monday, May 08, 2017 8:09 AM
To: Dylan Mulfinger <DMulfinger@cityofeelwein.org>
Subject: RE: Oelwein Solid Waste

Dylan,

Thanks for letting me know. Do you still see a need for us to meet on Wednesday the 10th at 2:30? If so I am more than happy to keep it on my schedule. If not just let me know and I will remove it. I am always available if you have any questions moving forward.

Ben Kvigne

INRCOG/ Iowa Waste Exchange

Phone 319-235-0311

bkvigne@inrcog.org

[Iowa Waste Exchange](#)

From: Dylan Mulfinger [mailto:DMulfinger@cityofeelwein.org]
Sent: Friday, May 05, 2017 3:40 PM
To: Goldsmith, Leslie; Ben Kvigne
Cc: Davidson, Amie
Subject: RE: Oelwein Solid Waste

Thank you,

At this time it looks like we will be staying in our 28E and not making any changes.
I appreciate the information.

Dylan

From: Goldsmith, Leslie [<mailto:leslie.goldsmith@dnr.iowa.gov>]**Sent:** Tuesday, May 02, 2017 2:36 PM**To:** Dylan Mulfinger <DMulfinger@cityofelwein.org>; Ben Kvigne <bkvigne@inrcog.org>**Cc:** Davidson, Amie <amie.davidson@dnr.iowa.gov>**Subject:** Fwd: Oelwein Solid Waste

Dylan,

I am replying to your email to Amie Davidson regarding waste flow. I am the staffer that works with cities and counties on solid waste planning. I receive questions regarding waste flow.

Cities do ask about changing waste destinations. I'm happy to answer any questions you or your city council have about this topic. Trash collection is expensive and being proactive is a great idea. I'm glad you took time to check out what is all involved.

There is a great deal of information on this topic on the Comprehensive Planning Website:
<http://www.iowadnr.gov/Environmental-Protection/Land-Quality/Solid-Waste/Comprehensive-Planning>

There are some documents linked on that site that you might find helpful.

There are two main issues here:

1. The Duty of Cities and Counties
2. Waste Flow

1. Iowa State Code states:

455B.302 Duty of cities and counties — agreements — liens. 1. Every city and county of this state shall provide for the establishment and operation of a comprehensive solid waste reduction program consistent with the waste management hierarchy under section 455B.301A, and a sanitary disposal project for final disposal of solid waste by its residents. Comprehensive programs and sanitary disposal projects may be established either separately or through cooperative efforts for the joint use of the participating public agencies as provided by law.

455B.301A waste management hierarchy

a. Volume reduction at the source. b. Recycling and reuse. c. Waste conversion technologies. d. Combustion with energy recovery. e. Other approved techniques of solid waste management including but not limited to combustion for waste disposal and disposal in sanitary landfills

Presently Fayette County (? or is it the 28E?) is providing many of the comprehensive solid waste reduction program or "integrated solid waste management" services including a transfer station and a recycling facility. Here is a link I found to the recycling website:

<http://www.fayettecountyiowa.org/RECYCLING.html>

which shows integrated solid waste management through a number of recycling initiatives including electronics and collection of household hazardous waste.

In addition, educational information is available on their website.

Do the fees from the Transfer Station help fund the Recycling facility and household hazardous waste facility?

Questions: Would these services still be provided to Oelwein if the city begins direct hauling to the Black Hawk County landfill? If not, where will residents find the services required by State Code? What would locals who want to "run to the transfer station" do? How would residents feel about a longer trip to the landfill?

State Code 455B.306(1) requires a periodic comprehensive plan (every 5 years) detailing how integrated solid waste management is met.

2. Waste Flow: Fayette is part of the Iowa Northland Regional Council of Governments (INRCOG) Planning Area as noted below:

Iowa Northland Regional Council of Governments (INRCOG)

All cities and the unincorporated area in Black Hawk County; all cities and the unincorporated area in Bremer County; all cities and the unincorporated area in Buchanan County; all cities and the unincorporated area in Fayette County; and the cities of Dike, Grundy Center, Morrison, Reinbeck and Stout in Grundy County. M

Because Fayette and Black Hawk are in the same Planning Area, DNR waste flow rules do not apply in this case. It is not a state regulated issue.

INRCOG may have rules that affect waste flow inside of the Planning Area. Ben Kvigne (pronounced Kwignee) would be a good contact for this information. His information:

Ben Kvigne

Environmental Planner

Iowa Northland Regional Council of Governments

229 East Park Avenue

Waterloo, IA 50703

Phone: 319-235-0311

Fax: 319-235-2891

Email: bkvigne@inrcog.org

The Black Hawk County Landfill does not have a household hazardous waste facility. Instead they do periodic one-day collections. Are they willing to provide any other integrated services?

Other considerations:

Some 28Es have requirements when it comes to quitting written right into the 28E language because the tonnage fees help pay for post closure for the landfill. It sounds like you have already checked into this.

DNR will need to be notified if/when this does take place - for record-keeping purposes.

Let me know if you have any questions. I'd be happy to talk with you about this topic - as you can tell, it's complicated!

Regards,
Leslie

----- Forwarded message -----

From: **Dylan Mulfinger** <DMulfinger@cityfoelwein.org>

Date: Thu, Apr 27, 2017 at 10:20 AM

Subject: Oelwein Solid Waste

To: "Amie.Davidson@dnr.iowa.gov" <Amie.Davidson@dnr.iowa.gov>

Amie,

The City of Oelwein is in a 28E agreement with the county that all trash must go to the County Transfer station. The city is working on a single hauler and was interested in sending them directly to the Black Hawk Landfill and not the transfer station. I understand it will take a year to pull out of our county 28E. I have a couple questions for you.

Can we direct where we want our trash to go, or does the county/state decide that?

Has this ever happened in any other areas in Iowa?

Thanks,

Dylan

Dylan Mulfinger

City Administrator

City of Oelwein

20 2nd Ave SW Oelwein, Iowa 50662

319-283-5440

Leslie Bullock Goldsmith | Program Planner

Environmental Management Systems & Comprehensive Planning

Iowa Department of Natural Resources

P 515-725-8319 | F 515-725-8202 | 502 E. 9th St., Des Moines, IA 50319

www.iowadnr.gov

This guidance document is provided for municipal solid waste sanitary disposal projects, cities or counties considering changing the solid waste planning area they participate in. This document provides references to Iowa Administrative Rule/Code obligations. It is a guidance document and is not meant to be all-inclusive.

Iowa Administrative Code (IAC) 567 Chapter 101 references: (see webpage below for complete code chapter)

<http://www.iowadnr.gov/Environmental-Protection/Land-Quality/Solid-Waste/Comprehensive-Planning>

Iowa Code references for IAC Chapter 567 are 455B.306, 455B.301 and 455B.302

Background – why do cities/counties need to be in a planning area?

567—101.4 - Duties of cities and counties. Every city and county of this state shall, for the solid waste generated within the jurisdiction of its political subdivision, provide for the establishment and operation of an integrated solid waste management system consistent with the waste management hierarchy under rule 567—101.3(455B, 455D) and designed to meet the state’s waste reduction and recycling goals. Integrated systems and municipal solid waste sanitary disposal projects may be established separately or through cooperative efforts, including Iowa Code chapter 28E agreements as provided by law.

101.4(3) All cities and counties or Iowa Code chapter 28E agencies established for the purpose of managing solid waste or implementing integrated solid waste management systems, or both, on behalf of cities and counties **shall demonstrate compliance with the provisions of this chapter** by their **participation in a comprehensive plan** approved by the department.

567.101.13 - Types of comprehensive plan submittals to be filed. Cities and counties planning to use a municipal solid waste sanitary disposal project in Iowa must participate in a comprehensive plan with all other cities and counties using that municipal solid waste sanitary disposal project. Cities and counties planning to use an out-of-state disposal facility must file a comprehensive plan that identifies the out-of-state facility used. Cities or counties using an out-of-state disposal facility are still required to meet all comprehensive plan submittal requirements.

101.13(7) - Comprehensive plan amendments. If a **municipal solid waste sanitary disposal project or city or county** requests to be included in a planning area after completion of an initial comprehensive plan or a comprehensive plan update but before the next comprehensive plan update is due, and the planning area participants agree to include the city, county, or municipal solid waste sanitary disposal project, the following procedure is required:

- a. A letter must be submitted to the department by the facility operator describing the facility’s operation and the amount of waste to be managed, or by the city or county describing that local government’s intention to participate in the specified comprehensive plan.
- b. In a letter that must be submitted to the department, the planning agency must agree to accept the city, county, or municipal solid waste sanitary disposal project in the planning agency’s planning area and must state how the change will affect the planning area’s waste stream, including an explanation of the change in the planning area, the amount of waste involved and details of waste reduction and recycling efforts that will be implemented in any new communities, if applicable.
- c. The next comprehensive plan update submitted by the planning agency shall include the amended city, county, or municipal solid waste sanitary disposal project.
- d. If a city or county joins a planning area, a resolution must be submitted to the department stating the city’s or county’s commitment to the comprehensive plan of the planning area, and stating that the city

or county will work to implement the comprehensive plan of the planning area. (Note: Not applicable to municipal solid waste sanitary disposal projects).

Other Information:

The letter, referenced in **101.13(7)a** - submitted by the “facility operator” means by the organization or facility manager operating the facility that will receive the waste after the amendment. The planning agency (area), working with the facility operator should evaluate questions posed in **101.13(7)b**, and provide answers in correspondence to DNR.

101.13(7)c. Once satisfied with the submissions provided for **101.13(7)a, b and d (if applicable)**, DNR staff will amend the planning areas and will provide the updated information to all parties. If parties leaving the former planning area wish to start a new planning area, they should consult **101.13(1)**. Contact the DNR staff person below regarding submittal of an Initial Comprehensive Plan. If the party is being amended into a planning area that is in the Environmental Management System program, see information below regarding **101.13(7)c**.

Information about the Environmental Management System program:

EMS: The voluntary [Environmental Management System \(EMS\)](#) program was established in the 2009 Iowa Code 455J **Environmental Management Systems (EMS)**. Planning and permitted facility service areas may apply to be in the program and must be designated an EMS by the Environmental Protection Commission. The EMS program requires participants to set goals in six component areas and to continuously improve. Participants submit an annual report. Iowa Code 455J.5 spells out EMS program incentives— including an exemption to goal progress and to filing the periodic comprehensive plan update.

Any city or county amended into a planning area designated as an EMS will be considered a group/organization identified as having an interest, stake or role in the planning/service area’s ongoing EMS program as noted in 567.111.6(8). Any municipal solid waste sanitary disposal project or city or county considering joining a planning area that is an EMS program participant should contact DNR and the new planning area to learn more about EMS.

Any city or county leaving a planning area leaving a planning area or service area that is an EMS program participant to be amended into a planning area not participating in the EMS program will return to the Comprehensive Planning system and will be subject to IAC Chapter 101.

Solid Waste Planning areas are unique. If you would like answers specific to your situation, or example documents, call or email comprehensive planning staff listed on the website:

<http://www.iowadnr.gov/Environmental-Protection/Land-Quality/Solid-Waste/Comprehensive-Planning>



DNR Comprehensive Planning Waste Flow Information

The State of Iowa has a solid waste disposal based on flow control. There are 44 planning areas in the state. See the [Comprehensive Planning Website](#) for information:

- Cities and Counties are responsible for the proper management of the solid waste generated within their jurisdiction under **Iowa Code 455B.302 Duties of Cities and Counties**.
- “Local governments” means those counties or municipalities using the sanitary disposal project. **567 IAC 100.2 Definitions**
- A “Planning area” means the combined jurisdiction of the local governments and the designated municipal solid waste sanitary disposal project(s) involved in a comprehensive plan. A planning area may include one or more municipal solid waste sanitary disposal projects. **567 IAC 100.2 Definitions**
- Each permitted sanitary disposal facility has a specific service area that is defined by the jurisdictions of local governments using the facility and detailed in the facility’s operating permit.
- All waste generated in a planning area must be disposed of in that planning area. ¹
- By **Iowa Code 455B.306 (7)“e”** *...a planning area* shall not include a planning area or service area, any part of which is included in another comprehensive plan.
- The unincorporated area of a county is a single local government jurisdiction and therefore cannot be part of more than one service area or planning area.
- A “Comprehensive plan” means a course of action developed and established cooperatively between cities, counties and municipal solid waste sanitary disposal projects regarding their chosen integrated solid waste management system, its participants, waste reduction strategies, and disposal methods. **567 IAC 100.2 Definitions**

Legal Standing:

Iowa’s waste flow methodology has been challenged in court and upheld. On September 7, 1999, the US Court of Appeals for the 8th Circuit affirmed a lower court ruling that Iowa’s solid waste disposal program does not violate the Commerce Clause of the US Constitution. The Court ruled that tracking and controlling in-state waste are valid and legitimate state objectives. Benefits of this methodology include:

- Tracking of Iowa garbage;
- Ensuring compliance with laws for landfill operation and safety;
- Assisting cities and counties in controlling their waste and limiting their liability;
- Providing the framework for the collection of tipping fees that fund various recycling and pollution prevention programs.

¹ A sanitary disposal facility has the right to refuse any particular waste type. If waste is refused the facility director, city or county must, in conjunction with the generator establish or arrange for access to disposal. See website information – Waste Flow Topics: <https://www.iowadnr.gov/Environmental-Protection/Land-Quality/Solid-Waste/Comprehensive-Planning>



To: Fayette County Landfill Commission

From: Mayor Brett DeVore and Oelwein City Council

Subject: County Recycling bins and recycling fees

Date: 2/10/2020

The City of Oelwein has continued to face problems with the recycling bins located in the downtown. The bins continually attract garbage that is then viewable from the downtown. The city is frequently cleaning up garbage that is not recyclable material. This issue has continued for months with limited assistance from the county. While the county does a great job of ensuring all recyclable material is taken away, garbage remains at the site. The City of Oelwein is no longer interested in housing recycling bins for the county. The city is interested in a discussion where the city and the county can agree on a time to remove these bins.

The City of Oelwein desires to no longer pay a recycling fee to Fayette County. With the implementation of single hauler, the city has no need to pay for recycling as residential is under the single hauler, and commercial business can make their own arrangement. The city is open to a discussion to stop paying this fee and work with Fayette County on a timeline that works for both entities.

The City of Oelwein is encouraging the Fayette County Landfill Commission to update their 28E agreement. The current agreement is outdated and should be reviewed by all entities involved. This would also be a great time for the county to consider a dump charge rather than the current fee structure set by Fayette County.

The City of Oelwein looks forward to working with the Fayette County Landfill Commission to ensure that all entities come to an agreement that works for the entire county.

Recycling Then and Now

The following is a summary and synopsis of the recycling program within Fayette County. As with any issue or subject, it is vital to understand the history of the program and its progression to the present time.

Prior to 1982, the management of solid waste was the primary responsibility of each city, municipality, or individuals. These responsibilities were difficult to provide or maintain in a safe or sanitary manner. In 1982, pursuant to the provisions of Chapter 28E of the Code of Iowa, the municipalities of Fayette County created the Fayette County Solid Waste Management Commission.

The purpose of the agreement is to create a Fayette County Solid Waste Management Commission. The Commission is established for the purpose of planning, developing, operating, and maintaining solid waste facilities for and on behalf of the municipalities who are the parties of this agreement to provide solid waste management in Fayette County, Iowa.

The members of the "Commission" are the cities of Arlington, Clermont, Elgin, Fayette, Hawkeye, Maynard, Oelwein, Randalia, St. Lucas, Wadena, Waucoma, Westgate, West Union, and the County of Fayette.

It is important to note that the management of solid waste **IS NOT** the County's program, but the program of the Fayette County Solid Waste Commission. The County of Fayette is simply a voting member along with all other members.

In 1987, the Iowa State Legislature passed the Ground Water Protection Act. A significant portion of this law included the waste reduction mandates for the state. This mandate, per Iowa Code 455, mandated that solid waste entities shall reduce waste volume by 25% by July 1, 1994 and 50% by July 1, 2000 (the Code has since been altered to require only 25% to current date).

In 1990, the Fayette County Solid Waste Management Commission implemented the Recycling Program to begin the journey of meeting these mandated reductions. It was decided to use a community drop box system as the means of collection. This decision was based on the rural nature and relatively small community size of Fayette County. Each community decides where the boxes are placed within their community. It seems to work best and have the least amount of non-recyclable trash when they are placed in highly visible locations. Again, it is important to note that the recycling portion of the system is that of the members of the Solid Waste Commission and **NOT** the County of Fayette. The boxes are hauled to the Recycling Center, located near the Prairie View Care Facility, where they are emptied, sorted, and processed for sale.

The fees for operating the recycling program were and remain \$1 per capita, per month or \$12 per person, per year. The fiscal needs to operate are much higher but are augmented by the sales of the processed materials. These fees are due and payable to the Solid Waste Commission from the member communities. Most communities attach the fee to the citizen's water bills or other collections they may procure from their residents. The County pays their required share through the rural services tax fund. There are not boxes located in the rural portions of the county, but these residents regularly bring their recyclables to a community and likely spend dollars at local retailers in town. Incidentally, the building site and initial start-up equipment to process the recyclables were provided by Fayette County and over \$250,000 in grants obtained through the crafting of the Fayette County Conservation Board.

The program has been highly successful and has achieved one of the highest reduction rates in the state at 51.53%. Nothing in the 28E prohibits any municipality from expanding on a recycling program. For example, the City of Oelwein offered a curbside option to its residents for an additional fee. The current situation in Oelwein, evidently, is that the curbside fee and system is considered the program for the City. This is a decision made by the City of Oelwein and not the Fayette County Solid Waste Commission. That being stated, it is the stance of the Commission that the roll off box system is status quo and the fees agreed to by the municipality are still in place.

The Oelwein City Council recently moved and asked the Commission to remove the boxes from the City. The Commission has removed them, pending further discussion with the Council. It is understood that the main concern is the inordinate amount of trash that is being dumped at the box locations. Every town has some of that as well. This issue is generally tempered by the use of cameras or a concerted effort to curtail such illegal activity by local law enforcement.

A community that decides to remove themselves from any portion of program voted upon and approved by the Solid Waste Commission is not entitled to the balance of services provided by the Commission. In the event of a withdrawal of a municipality from the Commission, that municipality would carry its own responsibility for waste disposal, facilities, comprehensive plans, and other responsibilities required by state law.

The Fayette County Solid Waste Management Commission is committed to the recycling and waste reduction program within Fayette County and embraces its partnership with all member communities.

Respectfully submitted,
Fayette County Solid Waste Management Commission



Application for Appointment to Boards and Commissions

20 Second Avenue SW, Oelwein, Iowa 50662

319 283 5440

Name Roger A. Rueber
 Address 948 1st Ave. N.E. Oelwein
 Phone 319.830.6919 E-Mail rogerrueber@yahoo.com
 Occupation Retired
 How long have you been a resident of Oelwein? 50 yrs.

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

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

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

1. Assisted in selling acreages off farms in our family farms corporation.
2. helped in neighbor getting approval to build on existing business.
3. always care about the improvements to property or area for owners involved.

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

1. responsible
- 2.) caring
- 3.) concerned for all involved.
- 4.) Leadership
- 5.) experience dealing with people

Describe your desire to serve on this board of commission:

* Community clean up.
* improvements to all parts of city.

Describe similar volunteer experiences:

Church involvement.

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

expand growth & development throughout the city.
enforcement of codes to keep properties looking good in neighborhoods

Any additional information or comments you wish to offer:

City to continue cleanup of properties & improve & enhance the look of city.

Hours of Availability: open.

Roger A. Lueker

Applicant Signature (electronic accepted)

10.25.2025

Date

City Hall

Reviewed by:

☐ Mayor ☐ City Administrator ☐ Board or Commission Chair ☐ Department Head



To: Mayor and City Council
 From: Dylan Mulfinger
 Subject: Solid Waste Fees
 Date: 12/8/2025

The Fayette County Landfill Commission has voted to charge commercial waste an \$80.00 a ton tipping fee. This means that if a garbage truck rolls into the transfer station and tells the attendant that they have commercial waste, the hauler will be charged a fee. If a hauler dumps residential waste, they are not charged a fee. I do not know how the transfer station plans to tell the difference between residential and commercial waste. The city now has some items to consider.

1. If the city continues to charge a commercial solid waste fee, then the commercial property would pay on their utility bill a landfill fee and then would pay a fee from their hauler.
 - a. Under previous fees, the city only charged for the landfill and the property paid the hauler to take the trash to the landfill.
 - i. This is how it has worked for the longest time as property owners pay on their utility bill for the dumping but not the delivery.
2. Should the city decide to drop charges for commercial properties, the city would drop 232 properties. These properties bring in \$50,060 in revenue annually to pay the community's solid waste landfill fee.
 - a. Without this revenue, the city would need to raise fee for residential properties.
 - i. Residential is any property that has less than three units on the property.
 - b. If the city wanted to fix the audit write up and move to a fee per unit, then the city would charge \$9.65 a month.

Trash	Current			Proposed		
Person(s)	Month	Annual		New Charge	Annual	Difference
1	\$2.25	\$27.00		\$9.65	\$115.80	\$88.80
2	\$4.50	\$54.00		\$9.65	\$115.80	\$61.80
3	\$6.75	\$81.00		\$9.65	\$115.80	\$34.80
4	\$9.00	\$108.00		\$9.65	\$115.80	\$7.80
5	\$11.25	\$135.00		\$9.65	\$115.80	-\$19.20
6	\$13.50	\$162.00		\$9.65	\$115.80	-\$46.20
7	\$15.75	\$189.00		\$9.65	\$115.80	-\$73.20
8	\$18.00	\$216.00		\$9.65	\$115.80	-\$100.20



2025 Audit Finding

2025-002

Utility Billing – The City charges landfill and recycling rates based upon the number of individual recipients per household. This number is obtained when the customer fills out an application for services; however, documentation to support the number per household was inadequate to determine if the amounts that the City was using for utility billing were complete and accurate.

Criteria – An effective internal control system provides for internal controls to ensure customers are being billed proper rates in accordance with rate ordinances.

Condition – A properly designed system of internal control provides for the prevention or the detection and correction of material misstatements in a timely manner.

Cause – Policies have not been established and procedures have not been implemented to ensure sufficient records are maintained to properly account for and bill utility customers.

Effect – This could result in improper utility billing.

Recommendation – The utility rates entered into the system should be properly supported by documentation that is periodically reviewed for changes that may be needed.

Response – The City is currently considering different options to update the landfill and recycling charges.

Conclusion – Response accepted.

FISCAL YEAR 2026 CALCULATED RATES FOR THE LANDFILL/TRANSFER STATION & RECYLCING

FISCAL YEAR 2026 CALCULATED RATES FOR THE LANDFILL/TRANSFER STATION & RECYLCING										
		Section 1		Section 2		Section 3		Section 4		GRAND TOTAL
07/1/2025 - 6/30/2026		LANDFILL/TRANSFER STATION						Recycling		PER
	2020	Tipping Fees		Hauler Costs		Other Operating Expenses and		\$1.02 per Month	\$12.27 PER YR	CITY/COUNTY
CITY	POPULATION	Each Qtr.	Total FY26	Each Qtr.	Total FY26	Each Qtr	Total FY26	QUARTERLY	1 YEAR	PER YEAR
ARLINGTON	419	\$ 1,750.37	\$ 7,001.49	\$ 893.52	\$ 3,574.07	\$ 1,077.88	\$ 4,311.51	1,285.28	5,141.13	\$ 20,028.20
CLERMONT	586	\$ 2,448.02	\$ 9,792.06	\$ 1,249.65	\$ 4,998.58	\$ 1,507.49	\$ 6,029.94	1,797.56	7,190.22	\$ 28,010.80
ELGIN	685	\$ 2,861.59	\$ 11,446.35	\$ 1,460.76	\$ 5,843.05	\$ 1,762.16	\$ 7,048.65	2,101.24	8,404.95	\$ 32,743.00
FAYETTE	1256	\$ 5,246.94	\$ 20,987.76	\$ 2,678.42	\$ 10,713.68	\$ 3,231.06	\$ 12,924.24	3,852.78	15,411.12	\$ 60,036.80
HAWKEYE	438	\$ 1,829.75	\$ 7,318.98	\$ 934.04	\$ 3,736.14	\$ 1,126.76	\$ 4,507.02	1,343.57	5,374.26	\$ 20,936.40
MAYNARD	476	\$ 1,988.49	\$ 7,953.96	\$ 1,015.07	\$ 4,060.28	\$ 1,224.51	\$ 4,898.04	1,460.13	5,840.52	\$ 22,752.80
OELWEIN	5920	\$ 24,730.80	\$ 98,923.20	\$ 12,624.40	\$ 50,497.60	\$ 15,229.20	\$ 60,916.80	18,159.60	72,638.40	\$ 282,976.00
ST. LUCAS	167	\$ 697.64	\$ 2,790.57	\$ 356.13	\$ 1,424.51	\$ 429.61	\$ 1,718.43	512.27	2,049.09	\$ 7,982.60
WADENA	209	\$ 873.10	\$ 3,492.39	\$ 445.69	\$ 1,782.77	\$ 537.65	\$ 2,150.61	641.11	2,564.43	\$ 9,990.20
WAUCOMA	229	\$ 956.65	\$ 3,826.59	\$ 488.34	\$ 1,953.37	\$ 589.10	\$ 2,356.41	702.46	2,809.83	\$ 10,946.20
WESTGATE	192	\$ 802.08	\$ 3,208.32	\$ 409.44	\$ 1,637.76	\$ 493.92	\$ 1,975.68	588.96	2,355.84	\$ 9,177.60
WEST UNION	2490	\$ 10,401.98	\$ 41,607.90	\$ 5,309.93	\$ 21,239.70	\$ 6,405.53	\$ 25,622.10	7,638.08	30,552.30	\$ 119,022.00
TOTAL CITIES POPULATION 13067		\$ 54,587.39	\$ 218,349.57	\$ 27,865.38	\$ 111,461.51	\$ 33,614.86	\$ 134,459.43	\$ 40,083.02	\$ 160,332.09	\$ 624,602.60
FAYETTE CO. RURAL	6442	\$ 26,911.46	\$ 107,645.82	\$ 13,737.57	\$ 54,950.26	\$ 16,572.05	\$ 66,288.18	\$ 19,760.84	\$ 79,043.34	\$ 307,927.60
GRAND TOTAL	19509	\$ 81,498.85	\$ 325,995.39	\$ 41,602.94	\$ 166,411.77	\$ 50,186.90	\$ 200,747.61	\$ 59,843.86	\$ 239,375.43	\$ 932,530.20
Section 1 and 2: The Landfill Tipping Fees & Hauler Costs totaling \$492,407.16 to each 19,509 urban and rural persons in Fayette County is \$25.24 per year.										
Section 3: Other Operating Cost totaling \$200,747.61 to each of the 19,509 urban and rural persons in Fayette County is \$10.29 per year.										
Section 4: The quarterly and yearly Recycling Fees are figured on a basis of \$1.02 per person per month x 12 months x 19,509 (population). It is estimated that \$120,000 will be received in recycled material during the year.										
The above costs total \$47.80 per person per year for Landfill and Recycling costs for FY26.										



To: Mayor and City Council
From: Dylan Mulfinger
Subject: City Administrator Agenda Memo
Date: 12/8/2025

Consent Agenda

1. Consideration of a motion approving the November 24, 2025 minutes.
2. Consideration of a motion approving the Class "E" Retail Alcohol License for Casey's General Store.
3. Consideration of a motion approving the Class "E" and the Class "B" Retail Alcohol License for Kwik Trip, Inc #665.
4. Consideration of a motion approving the Class "E" and the Class "B" Retail Alcohol License for Kwik Trip, Inc #1156.

Public Hearing

5. Public Hearing on December 8, 2025 at 6:00PM in the Council Chambers on the sale of West 25' of the East 65' of the South 64' of Block 1, Oelwein's Homestead Addition in the amount of \$1.00.

Ordinances

6. Consideration of an ordinance amending Chapter 23: Miscellaneous Law Enforcement, Article IV – Miscellaneous Prohibitions; Illegal Camping. - Second Reading.
 1. The city needs to have code to allow enforcement options if a person decides to camp within Oelwein other than a campground. While homelessness is a cornice issue, the city of Oelwein does not have the funding or resources to address this issue. Intervention from the county and state will be needed.

Resolutions

7. Consideration of a resolution approving project expense reimbursements number three and four in the amount of \$19,382.33 for the Oelwein RISE Day Habilitation Center improvements Project.
 1. This work is being done for RISE. The city is a pass through for the grant. The City Administrator recommends approving the resolution.
8. Consideration of a resolution setting a public hearing for the status of funded activities for the City of Oelwein RISE Day Habilitation Center Improvements Project on December 22, 2025 at 6:00 PM in the Oelwein City Council Chambers.
 1. This public hearing is needed as part of the RISE project. The City Administrator recommends approving the resolution.



9. Consideration of a resolution approving sale of city owned real property located at west 25' of the east 65' of the south 64' of block 1, Oelwein's Homestead addition.
 1. This sale of land also includes a development agreement. The land is 25*65 parcel west of 9 1st St. SW. This is the old, old chamber building. This sale will help the future steakhouse expand. The development agreement requires the restaurant to come to fruition, otherwise the steakhouse has to buy the parcel for \$25,000. The agreement also includes fees for surveying. The City Administrator recommends approving the resolution.
10. Consideration of a resolution authorizing the filing of a mortgage release for Muze, LLC at 108 S. Frederick Avenue.
 1. All improvements have been completed. The city is now releasing mortgages as the projects are done, rather than wait five years. The City Administrator recommends approving the resolution.
11. Consideration of a resolution approving the Demolition Assistance application to Russ McNamara & Charles Rochford for 122 7th Street SE in the amount of \$5,000.00.
 1. The buyers of this property have the deed in hand. This teardown is needed. The City Administrator recommends approving the resolution.

Motions

12. Consideration of a motion to provide direction to staff on the flooding in the 500 Block NE.
 1. The city council has a couple of options:
 - a. Do nothing
 - b. Ask for a task order from an engineer on a design of taking back the creek bed
 - c. Ask for more information on what the DNR requires for changing the layout of a creek
 - d. Ask for a quote from MSA to show how much the potential future flood mitigation project will help with this area of flooding.
13. Consideration of a motion to provide direction to staff on future solid waste planning
 1. The City Administrator has provided a large memo on this with a great deal of information. Realistically, the city will have a long road to go if they want to separate from the Fayette County Landfill Commission. The city council will have to decide what is the main goal and how it will benefit residents and businesses.

NOVEMBER 2025

CITY OF OELWEIN TREASURER'S REPORT

Date Printed 12/2/2025

Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	1,222,953.27	147,993.65	196,148.83	(916.67)	1,173,881.42	Item B.
051 County Emergency Management	13,458.09	1,040.11	-	-	14,498.20	
110 Road Use Tax	613,848.50	70,438.90	41,033.96	-	643,253.44	
112 Trust and Agency	853,641.77	69,788.28	84,152.80	-	839,277.25	
113 Flex Spending	1,415.73	1,369.66	1,369.66	-	1,415.73	1,415.73
119 Emergency	-	-	-	-	-	
120 Sidewalks Repaired/Replaced Dwn	-	-	-	125,000.00	125,000.00	
121 Sales Tax	314,793.03	-	-	-	314,793.03	
122 Hotel/Motel Tax	72,016.06	-	15,360.15	-	56,655.91	
123 Gas-Electric Franchise Fee	40,851.91	223,222.96	12,780.00	(21,295.00)	229,999.87	
124 Library Bequest	366,453.10	909.60	-	-	367,362.70	
126 Downtown TIF	272,629.34	12,261.96	-	-	284,891.30	
127 Industrial Park TIF	81,106.58	-	-	-	81,106.58	
128 Ind Park SubFund TIF East Penn	906,624.90	1,967.03	-	-	908,591.93	
132 DARE	-	-	-	-	-	
136 Trees Forever	2,243.06	-	135.95	-	2,107.11	
146 Oelwein Housing Revolving Loan Fund	113,613.09	-	-	-	113,613.09	
160 Econ Dev (\$12,500 Wellness Res)	(19,121.08)	24,352.00	32,244.05	(125,000.00)	(152,013.13)	
161 IRP Revolving Loan	346,003.21	12,949.10	1,595.05	-	357,357.26	358,952.31
162 Downtown Business Grants	176,516.29	-	25,000.00	-	151,516.29	
167 Oelwein Volunteer Fire Dept	16,323.77	-	-	916.67	17,240.44	
177 Forfeit Assets	6,849.14	-	-	-	6,849.14	
200 Debt Service	755,871.42	37,530.00	111,386.89	21,295.00	703,309.53	
201 Water Bondsinking	210,635.73	426.55	-	29,287.00	240,349.28	
202 Sewer Bondsinking	383,070.11	766.15	-	62,653.00	446,489.26	
205 Special Assessments	25,637.00	4,957.00	-	-	30,594.00	
282 CDBG Housing Rehab	-	-	-	-	-	
287 2020 GO Bond	6,846.67	-	-	-	6,846.67	
301 HMGP 4483 GRANT	-	-	-	-	-	
302 Oelwein Housing Teardown	44,342.50	-	43,558.00	-	784.50	
305 Airport Grant	(23,301.14)	-	-	-	(23,301.14)	
307 Tri Park Trail Extensions	1,139,220.87	-	91,900.36	-	1,047,320.51	
310 Plaza Park Expansion (OCAD Project)	-	-	-	-	-	
314 Dry Run Creek Flooding	(189,993.77)	-	-	-	(189,993.77)	
360 Cares Act NE Sewer Replacement	-	-	-	-	-	
385 Water Main Rpl 1 Av NE 5 & 12 Av SE	5,679.97	-	-	-	5,679.97	
387 '23-24 HMA Paving Imp 1st 12th SF Evnt	232,156.75	-	-	-	232,156.75	
388 2024 GO Bond Const 10th St Bridge	1,302,665.66	3,830.41	31,035.68	-	1,275,460.39	
393 2022 GO Bond Construction City Hall	24,354.64	-	-	-	24,354.64	
397 Railroad Grant-Viaduct	37,901.24	-	-	-	37,901.24	
501 Cemetery Perp Care	300,491.68	0.28	-	-	300,491.96	3,491.96
600 Water (2016D Reserve \$67,000)	820,817.42	159,319.36	69,794.23	(64,287.00)	846,055.55	
601 Water Infrastructure Fee	409,143.39	5.14	2,673.75	35,000.00	441,474.78	
620 Customer Water Deposits	142,359.92	2,708.25	1,956.67	-	143,111.50	
640 Fuel	7,630.07	4,532.20	8,586.60	-	3,575.67	
670 Landfill	192,461.70	49,312.80	32,295.46	-	209,479.04	
671 Recycling	50,208.85	6,123.07	378.58	-	55,953.34	
672 ROW Trees Utility Fee	57,884.77	7,765.59	26,584.77	-	39,065.59	
680 Wellness Center	(21,668.66)	13,586.96	17,767.81	-	(25,849.51)	
700 Sewer/Waste Treatment	1,511,442.58	180,006.58	63,524.49	(97,653.00)	1,530,271.67	
701 Sewer Infrastructure Fee	557,239.79	0.83	-	35,000.00	592,240.62	
706 Reed Bed Exp - EQ Liner	(37,031.20)	-	-	-	(37,031.20)	
	13,348,287.72	1,037,164.42	911,263.74		13,474,188.40	

Fidelity 999-1003 and Community 999-1004 Money Market Accounts

1,925,196.78

CD'S Fidelity 999-1113, Community 999-1114 Cemetery 501-1001

8,747,000.00

Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002

362,264.95

Unapplied Accounts Receivable

-

Balance Checking Account 999-1000

2,439,726.67

Payroll Liabilities

-

13,474,188.40**13,474,188.40**Signature: 

Date: 12/2/25

11/1/2025

11/30/2025

10/31/2025

Item B.

revenue	expense	transfer in	transfer out	
001-___-4	001-___-6	001-___-49	001-___-69	-
051-___-4	051-___-6	051-___-49	051-___-69	-
110-___-4	110-___-6	110-___-49	110-___-69	-
112-___-4	112-___-6	112-___-49	112-___-69	-
113-___-4	113-___-6	113-___-49	113-___-69	-
119-___-4	119-___-6	119-___-49	119-___-69	-
120-___-4	120-___-6	120-___-49	120-___-69	(125,000.00)
121-___-4	121-___-6	121-___-49	121-___-69	-
122-___-4	122-___-6	122-___-49	122-___-69	-
123-___-4	123-___-6	123-___-49	123-___-69	-
124-___-4	124-___-6	124-___-49	124-___-69	-
126-___-4	126-___-6	126-___-49	126-___-69	-
127-___-4	127-___-6	127-___-49	127-___-69	-
128-___-4	128-___-6	128-___-49	128-___-69	0.00
132-___-4	132-___-6	132-___-49	132-___-69	-
136-___-4	136-___-6	136-___-49	136-___-69	-
146-___-4	146-___-6	146-___-49	146-___-69	-
160-___-4	160-___-6	160-___-49	160-___-69	-
161-___-4	161-___-6	161-___-49	161-___-69	-
162-___-4	162-___-6	162-___-49	162-___-69	-
167-___-4	167-___-6	167-___-49	167-___-69	(916.67)
177-___-4	177-___-6	177-___-49	177-___-69	-
200-___-4	200-___-6	200-___-49	200-___-69	(21,295.00)
201-___-4	201-___-6	201-___-49	201-___-69	(29,287.00)
202-___-4	202-___-6	202-___-49	202-___-69	(62,653.00)
205-___-4	205-___-6	205-___-49	205-___-69	-
282-___-4	282-___-6	282-___-49	282-___-69	-
287-___-4	287-___-6	287-___-49	287-___-69	-
301-___-4	301-___-6	301-___-49	301-___-69	-
302-___-4	302-___-6	302-___-49	302-___-69	-
305-___-4	305-___-6	305-___-49	305-___-69	-
307-___-4	307-___-6	307-___-49	307-___-69	-
310-___-4	310-___-6	310-___-49	310-___-69	-
314-___-4	314-___-6	314-___-49	314-___-69	-
360-___-4	360-___-6	360-___-49	360-___-69	-
385-___-4	385-___-6	385-___-49	385-___-69	-
387-___-4	387-___-6	387-___-49	387-___-69	-
388-___-4	388-___-6	388-___-49	388-___-69	-
393-___-4	393-___-6	393-___-49	393-___-69	-
397-___-4	397-___-6	397-___-49	397-___-69	-
501-___-4	501-___-6	501-___-49	501-___-69	0.00
600-___-4	600-___-6	600-___-49	600-___-69	-
601-___-4	601-___-6	601-___-49	601-___-69	(35,000.00)
620-___-4	620-___-6	620-___-49	620-___-69	-
640-___-4	640-___-6	640-___-49	640-___-69	-
670-___-4	670-___-6	670-___-49	670-___-69	-
671-___-4	671-___-6	671-___-49	671-___-69	-
672-___-4	672-___-6	672-___-49	672-___-69	-
680-___-4	680-___-6	680-___-49	680-___-69	-
700-___-4	700-___-6	700-___-49	700-___-69	-
701-___-4	701-___-6	701-___-49	701-___-69	(35,000.00)
706-___-4	706-___-6	706-___-49	706-___-69	-
				(309,151.67)

2,439,726.67

9991000 Checking

Revenue check - should equal transfers

0.00

9991111 Utility

0.00

9991112 Accounts Receivable

001-1301

0.00

0012120 payroll liabilities

0.00

-2020 accounts payable

2,439,726.67

- Ckg Bal to match

Col I Line 62



The Library Noise December 2025

Volume 16, Issue 12

December Calendar

12/5	Ugly Sweater Ornament Craft	3:30
12/8	Friends Meeting	10:00
12/10	Library Board Meeting	5:00
12/16	Winter Storytime	2:30
12/20	Bath Fizzies Class	10:00
12/24	Christmas Eve Closed	
12/25	Christmas Closed	
12/29	Book Talk	10:00
	Read a book told in verse	
12/31	New Year's Eve Close Early	5:30



The library is now accepting applications for a Library Page. Primary duty is to shelve library materials. Must be 16 years old. This position consists of two weekday nights and every other Saturday.

Find more details on our website at

www.oelwein.lib.ia.us

Donor's Corner

The following people made donations in memory of loved ones during the month of November:

In memory of Seth Garceau

Jens & Joanne Nielsen

In memory of Sandy Murray-John

Tuesday Tourist Club

In memory of Lincoln Leslie Grundmeyer

Les Grundmeyer



For more information on how you can create this lasting tribute to someone you have lost or would like to honor, please contact Deann Fox at 283-1515.

Programs in December

Ugly Sweater Ornaments

Friday, December 5th 3:30-4:30 p.m.

Use your imagination to design the ugliest (or prettiest, we don't care) sweater you can think of before heading downtown for the holiday celebration.



Bath Fizzies Class

Saturday, December 20th at 10:00 a.m.

Learn the simple process to make your own bath fizzies in this all ages program. Registration is required. Bring a box or container to carry your fizzies home.

Book Talk

Monday, December 29th at 10:00 a.m.

Read a book told in verse. Not sure what to read? Check out the December book display near the circulation desk.

Did You Know?

The library will be closed on December 24th and 25th; however, you can still enjoy some wonderful reading materials. If you are a resident of Oelwein or Rural Fayette County and possess a valid library card, you can access ebooks, audiobooks, and magazines for download through the Libby app. For more information, please visit our website at www.oelwein.lib.ia.us and click on the eBook & Audio tab.

I know the library is closed today-- but we can still download books from their website!



someecards
user card

To request an accommodation for programs call 319-283-1515 or email oelwein@oelwein.lib.ia.us.

Library Hours | Monday-Tuesday 9:00 a.m. to 8:00 p.m. | Wednesday-Thursday 9:00 a.m. to 7:00 p.m. | Friday 9:00 a.m. to 5:30 p.m. | Saturday 9:00 a.m. to 3:00 p.m.

201 East Charles St. Oelwein, IA 50662 | 319-283-1515 | oelwein@oelwein.lib.ia.us | www.oelwein.lib.ia.us

KID ZONE

December 2025

New items on the shelf

DVD's:

Landman: Season One, Freakier Friday

Fiction:

Exit Strategy-Lee Child, Daydream-Hannah Grace, Boleyn Traitor- Philippa Gregory, The Sword of Light-Heather Graham, Otherwise Engaged-Susan Mallery, Wreck-Catherine Newman, The Black Wolf-Louise Penny, A Constant Love-Tracie Peterson,

Non-Fiction:

The Promise of Heaven-David Jeremiah, The Gales of November-John U Bacon, The Tragedy of True Crime-John J. Lennon, The Scientist and the Serial Killer-Lise Olsen, Sitting With Dogs-Rocky Kanaka, Delivering the Wow-Richard Fain, Poems & Prayers-Matthew McConaughey, The Uncool-Cameron Crowe, Vagabond-Tim Curry, Future Boy-Michael J. Fox, We Did Ok, Kid-Anthony Hopkins, Last Rites-Ozzy Osbourne, Softly As I Lieave You-Priscilla Beaulieu Presley, Truly-Lionel Richie

New YA:

Skyshade-Alex Aster, Glorius Rivals-Jennifer Lynn Barnes, City of Echoes-Judy I. Lin

Ladybug:

A Gallery of Cats-Ruth Brown, Goodnight, Crayons-Drew Daywalt, Holly Jolly Kitty-Corn-Shannon Hale, The Humble Pie-Jory John, The Old Sleigh-Jarrett Pumphrey

New J:

Pocket Bear-Katherine Applegate, Busted-Dan Gemeinhart, War Games-Alan Gratz, The Trouble With Heroes-Kate Messner, Dragonborn-Struan Murray

Winter Storytime

Tuesday, December 16th at 2:30 p.m.

Enjoy what the season has to offer in this storytime full of music, movement, fun, and of course, stories.



Announcing the Return of the Winter Reading Challenge!

Get ready for the Winter Reading Challenge, running from December 22nd through February!

Everyone who successfully completes this challenge will have a chance to win the latest Dog Man book, *Dog Man: Big Jim Believes* by Dav Pilkey.



How to Participate:

- Pick up your challenge sheet on December 22nd.
- Complete and return it to the library.
- Receive a sticker and gain entry into the drawing.

For an additional chance to win, feel free to pick up another challenge sheet to complete!

Take & Make Kits

The take-and-make kit this month is a paper gift giving set: a handmade bow and two different styles of boxes.



Sign up today.
Share the gift of reading.



Children under the age of seven (7) must be accompanied by a responsible person at least fourteen (14) years old. It is the responsibility of parents/guardians/caregivers to supervise and monitor the behavior and safety of their children or persons in need of a caregiver at all times. The library is not responsible for children or persons in need of a caregiver left in the building.

Library Hours | Monday-Tuesday 9:00 a.m. to 8:00 p.m. | Wednesday-Thursday 9:00 a.m. to 7:00 p.m. | Friday 9:00 a.m. to 5:30 p.m. | Saturday 9:00 a.m. to 3:00 p.m.

201 East Charles St. Oelwein, IA 50662 | 319-283-1515 | oelwein@oelwein.lib.ia.us | www.oelwein.lib.ia

City of Oelwein, IA

CLIENT LIAISON:

Marie Amundson, PE

Phone: 608.242.6623

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DATE:

December 4, 2025



MSA developed an excellent GIS-based tool to help municipalities with a wide variety of capital improvement planning (CIP)-related tasks: the [Capital Improvement Planning App](#).

COMMUNITY CHANGE GRANT – PROJECT #08884014

We have not heard of any further correspondence regarding this grant.

FMA FUNDING – PROJECT #08884015

We have not heard of any further correspondence regarding this grant. With the government shutdown, we are unsure what is happening with this.

RAIL YARD BROWNFIELD

Eocene has provided options for next steps with cost estimates for each of those options. Please let us know, if you would like to move forward with any of those options.

In addition, Upper Explorerland Regional Planning Commission has begun work on an EPA Brownfield Assessment Grant application that could support this project.

IDALS WQI URBAN CONSERVATION PROJECTS PROGRAM

MSA is provided support with the Water Quality Institute (WQI) funding application that was submitted Nov 21. The construction cost estimate developed for Project #08884015 was forwarded to the City for use in the application.