



## Agenda

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

April 13, 2020  
Oelwein, Iowa

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**Mayor:** Brett DeVore

**Mayor Pro Tem:** Warren Fisk

**Council Members:** Matt Weber, Renee Cantrell, Tom Stewart, Charles Gerdts, Karen Seeders

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### Pledge of Allegiance

### Call to Order

### Roll Call

### Additions or Deletions

**Citizens Public Comments** - See Guidelines for Public Comments Below

- [1.](#) Electronic Invitation and Community Comment Form

### Consent Agenda

- [2.](#) Consideration of a motion approving the March 23, 2020 Council Minutes
- [3.](#) Consideration of a motion approving minutes from the March 18, 2020 Special Council Meeting
- [4.](#) Consideration of a motion approving a Class 'C' Liquor, Outdoor Service and Sunday Sales Renewal for Leo's Italian Restaurant
- [5.](#) Consideration of a motion approving a Class 'E' Liquor and Sunday Sales renewal for Pirillo Beverage
- [6.](#) Consideration of a motion approving a Class 'E' Liquor, Class 'C' Beer and Sunday Sales renewal for Casey's General Store #2682
- [7.](#) Consideration of a motion approving a Class 'B' Beer Permit for Pizza Hut #4340
- [8.](#) Consideration of a motion approving Pay Request No. 16 in the amount of 10,737.81 from Portzen Construction for work completed on Disinfection and 42 Well Improvements Project
- [9.](#) Consideration of a motion approving Pay Request No. 4 to Heartland Asphalt in the amount of \$28,993.60 for work completed on Paving Connector Taxiway to Runway 13 End Project
- [10.](#) Consideration of a motion approving Pay Request to Kirvan Enterprises in the amount of \$25,550.00 for work completed on CDBG Owner Occupied Housing Project

### Resolutions

- [11.](#) Consideration of a Resolution Approving Temporary Closures in an Effort to Prevent the Spread of COVID-19
- [12.](#) Consideration of a Resolution Adopting a Temporary Limited Staffing Policy due to COVID-19
- [13.](#) Consideration of a Resolution Adopting a Temporary Work From Home Policy due to COVID-19
- [14.](#) Consideration of a Resolution Adopting a Temporary Employee Leave Policy Due to COVID-19
- [15.](#) Consideration of a Resolution Temporarily Suspending Fees and Modifying City Procedures for Utility Bill Payments
- [16.](#) Consideration of a Resolution assigning a 2002 agreement with D & W Railroad and the City of Oelwein to Iowa Northern Railway Company
- [17.](#) Consideration of a Preliminary Resolution pursuant to Section 384.42 of the Iowa Code covering the Wings East Pavements Improvements
- [18.](#) Consideration of a Resolution Approving and Adopting Preliminary Plans and Specifications, Estimate of Cost and Plat and Schedule re: Wings East Pavement Improvements

- [19.](#) Consideration of a Resolution approving Introduction of Proposed Resolution of Necessity and setting date for hearing and directing publication and mailing of the Notice to Property Owners - Wings East Pavement Improvements
- [20.](#) Consideration of a Resolution setting date for public hearing on 2020 amendment to urban renewal plan for Industrial Park Urban Renewal Area
- [21.](#) Consideration of a Resolution to fix a date of meeting at which it is proposed to hold a hearing on Development Agreements with BR Development, LLC
- [22.](#) Consideration of a Resolution Establishing Funding for a COVID-19 Emergency Fund Using the Downtown Tax Increment Financing District

#### **Motions**

- [23.](#) Consideration of a motion to set Bid Opening date for Tuesday, May 5, 2020 at 2:00 P.M. for West Water Tower Repainting Project
24. Consideration of a motion to set Public Hearing for 6:00 P.M. on May 11, 2020 to Consider Plans, Specifications, Contract Documents and Estimate of Cost for West Water Tower Repainting Project
25. Consideration of a motion to Award Contract for Construction on May 11, 2020 following Public Hearing re: West Water Tower Repainting Project
- [26.](#) Consideration of a motion entering into an agreement for LED upgrades at the Library and Aquatic Center with Lime Energy
- [27.](#) Consideration of a motion to accept low bid from Tree Tender Transplanting Service in an amount not to exceed \$11,220 for tree transplanting
- [28.](#) Consideration of a motion authorizing the expenditure of \$6,455.00 for Phone - Dispatch Upgrades

#### **Council Updates**

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

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

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

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

#### **Adjournment**

- [ii.](#) Additional Information

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



To: Oelwein City Council

From: Dylan Mulfinger, City Administrator

Subject: Electronic Meeting Invitation

Policy Date: 4/13/2020

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City Council Meeting April 13, 2020  
Mon, Apr 13, 2020 6:00 PM - 7:30 PM (CDT)

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The city will continue to take public comment at City Council meetings, with a new format due to electronic meetings. The city is requesting that community members that would like to use the community comment email the city and fill out the form below. Providing notice to the city allows for staff to prepare for community comments and provides time for community members to be heard.

Community members should email [city@cityofuelwein.org](mailto:city@cityofuelwein.org). All meeting information can be found on the city's website under agendas and minutes. A three minute time slot will be allotted to each community member who provides a request for public comment 24 hours in advance of a city council meeting.

Name:	
Address:	
Email:	
Community Comment:	



# Minutes

City Council Meeting  
20 Second Avenue SW, Oelwein  
March 23, 2020 - 6:00 PM

### Pledge of Allegiance

Call to Order by Mayor DeVore at 6:00 P.M.

### Online Attendance

Roll Call Present electronically Fisk, Weber, Cantrell, Stewart, Gerdts, Seeders  
Also present electronically Mulfinger, Rigdon, Dillon

### Additions or Deletions

A motion was made by Weber, seconded by Fisk to adopt the agenda as amended. All voted aye.  
Motion Carried

### Citizens Public Comments - See Guidelines for Public Comments Below

No citizen comments were received.

### Consent Agenda

2. Consideration of a motion approving March 9, 2020 Council Minutes
3. Claims Resolution
4. Consideration of a motion accepting proposal from A-Line Striping & Sweeping in the amount of \$6,487.09 for street painting
5. Consideration of a motion approving Pay Request No. #1 to Dave's Home Improvement in the amount of \$4,690.00 for work completed on CDBG Owner Occupied Project
6. Consideration of a motion approving Class 'C' Beer permit renewal for Kwik Tripp, Inc

A motion was made by Weber, seconded by Fisk to adopt the consent agenda as presented. All voted aye.

Motion Carried

### Resolutions

7. Consideration of a Resolution Authorizing Temporary Closure of Public Ways or Grounds for Oelwein Celebrations Renewed, Inc.

A motion was made by Fisk, seconded by Stewart to adopt Resolution No. 5153-2020 authorizing temporary closure of Public Ways or Grounds for Oelwein Celebrations Renewed, Inc.

Ayes: Fisk, Weber, Cantrell, Stewart, Gerdts, Seeders

Nays: None

Motion Carried

8. Consideration of a Resolution Establishing Salaries for FY 2021

A motion was made by Fisk, seconded by Gerdts to adopt Resolution No. 5154-2020 establishing salaries for FY 2021

Ayes: Fisk, Weber, Cantrell, Stewart, Gerdts, Seeders

Nays: None

Motion Carried

9. Consideration of a Resolution of Acceptance of Public Improvements - 20th Street Lift Station Improvements project

A motion was made by Fisk, seconded by Weber to adopt Resolution No. 5155-2020 acceptance of Public Improvements – 20<sup>th</sup> Street Lift Station Improvements project

Ayes: Fisk, Weber, Cantrell, Stewart, Gerdts, Seeders

Nays: None

Motion Carried

## Motions

10. Consideration of a motion setting Spring Clean Up day for April 25, 2020

A motion was made by Seeders, seconded by Cantrell to postpone setting Spring Cleanup date. All voted aye.

Motion Carried

11. Consideration of a motion authorizing HVAC system compressor repair at the Oelwein Public Library

A motion was made by Fisk, seconded by Weber authorizing HVAC system compressor repair to low bidder Ken's Electric in the amount of \$5,380.11. All voted aye.

Motion Carried

12. Consideration of a motion approving Change Order No. 3 in the amount of \$-27,870.55 for 20th Street Lift Station assessment of liquidated damages

A motion was made by Stewart, seconded by Fisk approving Change Order No. 3 in the amount of \$-27,870.55 for 20<sup>th</sup> Street Lift Station assessment of liquidated damages. All voted aye.

Motion Carried

13. Consideration of a motion approving Progress Payment No. 2 in the amount of \$0.00 to Summer's Enterprise for work completed on 20th Street Lift Station Improvements Project

A motion was made by Stewart, seconded by Gerdts approving Progress Payment No. 2 in the amount of \$0.00 to Summer's Enterprise for work completed on 20<sup>th</sup> Street Lift Station Improvements Project. All voted aye.

Motion Carried

14. Consideration of a motion authorizing signatures on Certification of Substantial Completion for 20th Street Lift Station Improvements Project

A motion was made by Fisk, seconded by Stewart authorizing signatures of Certification of Substantial Completion for 20<sup>th</sup> Street Lift Station Improvements Project. All voted aye.

Motion Carried

15. Consideration of a motion authorizing signatures on Engineer's Statement of Final Completion for 20th Street Lift Station Improvements project

A motion was made by Weber, seconded by Gerdts authorizing signatures on Engineer's Statement of Final Completion for 20<sup>th</sup> Street Lift Station Improvements project. All voted aye.

Motion Carried

16. Consideration of a Motion Approving a Pay Request of \$60,226.46 to Yoder Construction for the Street Shop Addition and Rehabilitation

A motion was made by Fisk, seconded by Weber approving pay request of \$60,226.46 to Yoder Construction for the Street Shop Addition and Rehabilitation. All voted aye.

Motion Carried

## Committee Reports

Gerdts presented the March Library Board minutes.

## Mayor's Report

Mayor DeVore reported he has participated in several Public Health phone calls regarding COVID-19

## City Attorney's Report

City Attorney Dillon reported he is working on trail easements.

## City Administrator's Report

A brief discussion regarding Wings East Addition project to put on hold or continue to move forward took place. This will be put back on the agenda for council to decide.

## Adjournment

A motion was made by Fisk, seconded by Weber to adjourn at 6:43 P.M. All voted aye.

Motion Carried

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

ATTEST:

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

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held March 23, 2020 and copy of said proceedings was furnished to the Register March 25, 2020

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



# Minutes

City Council Meeting  
20 Second Avenue SW, Oelwein  
March 18, 2020 - 5:30 PM

Meeting held electronically due to the COVID-19 Epidemic

### Pledge of Allegiance

Call to Order by Mayor DeVore at 5:30 P.M.

Roll Call Present electronically Fisk, Weber, Cantrell, Stewart, Gerdts, Seeders  
Also Present electronically Mulfinger, Rigdon, Dillon

### Additions or Deletions

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

Motion carried

### Resolutions

- 2. Consideration of a Resolution No. 5153-2020 for temporary electronic public meetings. A motion was made by Fisk, seconded by Cantrell allowing temporary electronic meetings.

Ayes: Fisk, Weber, Cantrell, Stewart, Gerdts, Seeders

Nays: None

Motion Carried

### Motions

- 3. City Administrator Mulfinger explained the protective measures the City has taken action on to Council. Electronic meetings are being used. Social distancing is practiced daily among City employees.

It was council consensus that the City Administrator and Department Heads were doing everything necessary to prevent the spread of COVID-19 and felt they had it covered

### Adjournment

A motion was made by Fisk, seconded by Weber to adjourn at 5:50 P.M. All voted aye.

Motion Carried

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

ATTEST:

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

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held March 18, 2020 and copy of said proceedings was furnished to the Register March 19, 2020

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



**Applicant License Application ( LC0036200 )**

ITEM #4.

**Name of Applicant:** Leo's Italian Restaurant, Inc.  
**Name of Business (DBA):** Leo's Italian Restaurant  
**Address of Premises:** 29 S. Frederick Ave.  
**City** Oelwein **County:** Iowa **Zip:** 50662  
**Business** (319) 283-1655  
**Mailing** PO Box 468  
**City** Oelwein **State** IA **Zip:** 50662

**Contact Person**

**Name** Michael Leo  
**Phone:** (319) 283-7020 **Email** leosfoods@gmail.com

**Classification** Class C Liquor License (LC) (Commercial)

**Term:** 12 months

**Effective Date:** 06/01/2020

**Expiration Date:** 05/31/2021

**Privileges:**

Class C Liquor License (LC) (Commercial)  
Outdoor Service  
Sunday Sales

**Status of Business**

**BusinessType:** Privately Held Corporation  
**Corporate ID Number:** XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

**Ownership**

**Michael Leo**

**First Name:** Michael **Last Name:** Leo  
**City:** Oelwein **State:** Iowa **Zip:** 50662  
**Position:** President  
**% of Ownership:** 100.00% **U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** Allied Insurance  
**Policy Effective Date:** 06/01/2020 **Policy Expiration** 06/01/2021  
**Bond Effective** **Dram Cancel Date:**  
**Outdoor Service Effective** **Outdoor Service Expiration**  
**Temp Transfer Effective Date** **Temp Transfer Expiration Date:**



**Applicant License Application ( LE0003063 )**

ITEM #5.

**Name of Applicant:** Mario Pirillo

**Name of Business (DBA):** Pirillo Beverage

**Address of Premises:** 1011 South Frederick

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

**Business Phone:** (319) 283-3422

**Mailing Address:** 1011 South Frederick

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

**Contact Person**

**Name:** Mario Pirillo

**Phone:** (319) 283-3422                      **Email:** mariopirillo17@gmail.com

**Classification:** Class E Liquor License (LE)

**Term:** 12 months

**Effective Date:** 05/02/2020

**Expiration Date:** 05/01/2021

**Privileges:**

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

**Status of Business**

**BusinessType:** Sole Proprietorship

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

**Ownership**

**Mario Pirillo**

**First Name:** Mario                      **Last Name:** Pirillo

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

**Position:** Owner

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

**Insurance Company Information**

**Insurance Company:** Nationwide Mutual Insurance Co.

**Policy Effective Date:** 05/02/2020                      **Policy Expiration:** 01/01/1900

**Bond Effective:** 2                      **11** **ram Cancel Date:**

**Outdoor Service Effective:**                      **Outdoor Service Expiration:**

Temp Transfer Effective

Temp Transfer Expiration Date:

ITEM #5.

**Applicant License Application ( LE0003076 )**

ITEM #6.

**Name of Applicant:** CASEY'S MARKETING

**Name of Business (DBA):** CASEY'S GENERAL STORE #2682

**Address of Premises:** 105 1ST AVE SE

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

**Business**                                      (319) 283-3423

**Mailing**                                      PO BOX 3001

**City** ANKENY                                      **State** IA                                      **Zip:** 50021

**Contact Person**

**Name** JESSICA FISHER-COMSTOCK, STORE OPERATIONS

**Phone:** (515) 446-6404                                      **Email**                                      JESSICA.FISHER@CASEYS.COM

**Classification** Class E Liquor License (LE)

**Term:**12 months

**Effective Date:** 06/01/2020

**Expiration Date:** 05/31/2021

**Privileges:**

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

**Status of Business**

**BusinessType:** Publicly Traded Corporation

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

**Ownership**

**42-0935283 CASEY'S GENERAL STORE INC**

**First Name:** 42-0935283                                      **Last Name:** CASEY'S GENERAL STORE, INC.

**City:** ANKENY                                      **State:** Iowa                                      **Zip:** 50021

**Position:** OWNER

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

**JOHN SOUPENE**

**First Name:** JOHN                                      **Last Name:** SOUPENE

**City:** ANKENY                                      **State:** Iowa                                      **Zip:** 50023

**Position:** VICE-PRESIDENT

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

**JULIA JACKOWSKI**

**First Name:** JULIA                                      **Last Name:** JACKOWSKI

City: URBANDALE

State: Iowa

Zip: 50322

Position: SECRETARY

ITEM #6.

% of Ownership: 0.00%

U.S. Citizen: Yes

**JAMES PISTILLO**

First Name: JAMES

Last Name: PISTILLO

City: URBANDALE

State: Iowa

Zip: 50323

Position: TREASURER

% of Ownership: 0.00%

U.S. Citizen: Yes

**MEGAN ELFERS**

First Name: MEGAN

Last Name: ELFERS

City: CLIVE

State: Iowa

Zip: 50325

Position: PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

**Insurance Company Information**

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>06/01/2020</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application ( BB0027601 )

ITEM #7.

**Name of Applicant:** NPC International, Inc.

**Name of Business (DBA):** Pizza Hut #4340

**Address of Premises:** 809 E Charles

**City** Oelwein                                  **County:** Fayette                                  **Zip:** 5066200

**Business**                                  (319) 283-2915

**Mailing**                                  720 W. 20th

**City** Pittsburg                                  **State** KS                                  **Zip:** 66762

**Contact Person**

**Name** Marla Spiers

**Phone:** (620) 231-3390                                  **Email**                                  marla.spiers@npcinternational.com

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

**Term:**12 months

**Effective Date:** 06/08/2020

**Expiration Date:**

**Privileges:**

Class B Beer (BB) (Includes Wine Coolers)

**Status of Business**

**BusinessType:**    Publicly Traded Corporation

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

**Ownership**

**JONATHAN WEBER**

**First Name:**    JONATHAN                                  **Last Name:**    WEBER

**City:**                                  OVERLAND PARK                                  **State:**                                  Kansas                                  **Zip:** 66213

**Position:**                                  PRESIDENT

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

**DAVID WAHLERT**

**First Name:**    DAVID                                  **Last Name:**    WAHLERT

**City:**                                  KANSAS CITY                                  **State:**                                  Missouri                                  **Zip:** 64157

**Position:**                                  CFO

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

**JASON POENITSKE**

**First Name:**    JASON                                  **Last Name:**    POENITSKE

**City:**                                  PITTSBURG                                  **State:**                                  Kansas                                  **Zip:** 66762

**Position:**                                  CAO

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

**Insurance Company Information**

**ITEM #7.**

<b>Insurance Company:</b>	<u>Old Republic Insurance Company</u>		
<b>Policy Effective Date:</b>	<u>06/08/2019</u>	<b>Policy Expiration</b>	<u>06/08/2020</u>
<b>Bond Effective</b>		<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>		<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective</b>		<b>Temp Transfer Expiration Date:</b>	



DATE: March 16, 2020

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

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

DELIVERY: E-Mail

ITEMS: 1. Portzen Construction Pay Application #16

COMMENTS:

Enclosed is Portzen Construction's pay application No. 16 for the Disinfection and 42 Well Improvements project. We have reviewed this pay application along with the construction progress and recommend that it be paid. Please review the pay request and if you have no questions, this pay application should be placed on the next council meeting agenda for approval. Once approved, please return a signed copy to me via email. The table below provides a breakdown for purposes of SRF disbursements.

Pay Application	Pay Application Date	SRF Drinking Water Eligible	Non-Eligible	Total
1	10/26/2017	\$ 126,350.00	\$0	\$ 126,350.00
2	11/27/2017	\$ 88,877.12	\$0	\$ 88,877.12
3	1/5/2018	\$ 76,237.80	\$0	\$ 76,237.80
4	3/27/2018	\$ 29,298.95	\$0	\$ 29,298.95
5	8/31/2018	\$ 56,050.00	\$0	\$ 56,050.00
6	10/4/2018	\$ 70,841.50	\$0	\$ 70,841.50
7	12/3/2018	\$ 189,308.68	\$0	\$ 189,308.68
8	12/26/2018	\$ 40,606.84	\$0	\$ 40,606.84
9	2/15/2019	\$ 188,371.16	\$0	\$ 188,371.16
10	3/1/2019	\$ 29,230.40	\$0	\$ 29,230.40
11	3/29/2019	\$ 6,844.75	\$0	\$ 6,844.75
12	5/22/2019	\$ 142,150.10	\$ 10,000.00	\$ 152,150.10
13	7/16/2019	\$ 41,058.58	\$ 2,910.50	\$ 43,969.08
14	11/18/2019	\$ 28,024.05	\$ 19,000.00	\$ 47,024.05
15	12/11/2019	\$ 10,488.01	\$0	\$ 10,488.01
16	3/16/2020	\$ 10,737.81	\$0	\$ 10,737.81
Paid to Date		\$ 1,134,475.75	\$ 31,910.50	\$ 1,166,386.25

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

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

**Contractor's Application for Payment No. 16**

ITEM #8.

Application Period: 2/28/2020		Application Date: 3/16/2020	
To (Owner): City of Oelwein, Iowa	From (Contractor): Portzen Construction, Inc., 205 Stone Valley Drive, Dubuque, Iowa 52003	Via (Engineer): FOX Engineering, 414 South 17th Street, Suite 107, Ames, Iowa 50010	
Project: Disinfection and 42 Well Improvements		Contract:	
Owner's Contract No.: 3406-10B.440	Contractor's Project No.: #17-24	Engineer's Project No.: 3406-10B	

**Application For Payment  
Change Order Summary**

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

1. ORIGINAL CONTRACT PRICE.....	\$ 1,215,000.00
2. Net change by Change Orders.....	\$ 24,451.00
3. Current Contract Price (Line 1 ± 2).....	\$ 1,239,451.00
<b>4. TOTAL COMPLETED AND STORED TO DATE</b>	
(Column F total on Progress Estimates).....	\$ 1,227,775.00
<b>5. RETAINAGE:</b>	
a. 5% X \$1,227,775 Work Completed.....	\$ 61,388.75
b. 5% X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 61,388.75
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 1,166,386.25
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 1,155,648.44
8. AMOUNT DUE THIS APPLICATION.....	\$ 10,737.81
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>	
(Column G total on Progress Estimates + Line 5.c above).....	\$ 73,064.75

**Contractor's Certification**  
The undersigned Contractor certifies, to the best of its knowledge, the following:  
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and  
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor Signature**  
By: Jayme Kluesner, Controller Date: 3/16/2020

Payment of: \$ \$10,737.81  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Matthew S. Hawes 3/16/2020  
(Engineer) (Date)

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

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

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

CONTINUATION PAGE

ITEM #8.

PROJECT: #17-24  
Oelwein - 42 Well Site

APPLICATION #: 16  
DATE OF APPLICATION: 03/16/2020  
PERIOD THRU: 02/28/2020  
PROJECT #s: #17-24

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
01	General Requirements								
02	Bonds	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	100%	\$0.00	
03	Mobilization	\$55,949.00	\$55,949.00	\$0.00	\$0.00	\$55,949.00	100%	\$0.00	
04	Project Management	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$26,000.00	100%	\$0.00	
05	Temporary Fence	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	
06	Dumpster & Port-a-Potty Rental	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	
07	Project Sign	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
08	Temporary Utilities	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	
09	Surveying	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	
10	Safety	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
11	Daily Cleaning	\$3,200.00	\$3,200.00	\$0.00	\$0.00	\$3,200.00	100%	\$0.00	
12	Final Cleaning	\$2,500.00	\$1,250.00	\$625.00	\$0.00	\$1,875.00	75%	\$625.00	
13	Equipment Rental	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	
14	Sitework								
15	Selective Demo	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
16	Site Demo	\$57,000.00	\$57,000.00	\$0.00	\$0.00	\$57,000.00	100%	\$0.00	
17	Seeding & Erosion Control	\$5,400.00	\$5,400.00	\$0.00	\$0.00	\$5,400.00	100%	\$0.00	
18	Water Main	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
19	Sanitary	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100%	\$0.00	
20	Paving	\$31,500.00	\$31,500.00	\$0.00	\$0.00	\$31,500.00	100%	\$0.00	
21	Subbase	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
22	Earthwork	\$30,500.00	\$30,500.00	\$0.00	\$0.00	\$30,500.00	100%	\$0.00	
23	Concrete								
24	Building Concrete	\$24,500.00	\$24,500.00	\$0.00	\$0.00	\$24,500.00	100%	\$0.00	
25	Masonry								
26	Masonry	\$51,500.00	\$51,500.00	\$0.00	\$0.00	\$51,500.00	100%	\$0.00	
27	Metal								
28	Metal Fabrications	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	
29	Carpentry								
	SUB-TOTALS	\$356,049.00	\$354,799.00	\$625.00	\$0.00	\$355,424.00	99%	\$625.00	

CONTINUATION PAGE

ITEM #8.

PROJECT: #17-24  
Oelwein - 42 Well Site

APPLICATION #: 16  
DATE OF APPLICATION: 03/16/2020  
PERIOD THRU: 02/28/2020  
PROJECT #s: #17-24

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			COMPLETED WORK				% COMP. (G / C)			
			AMOUNT PREVIOUS PERIODS							
30	Rough Carpentry	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100%	\$0.00		
31	Wood Trusses	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00		
32	Fiberglass Grates	\$5,100.00	\$5,100.00	\$0.00	\$0.00	\$5,100.00	100%	\$0.00		
33	Thermal									
34	Building Insulation	\$4,300.00	\$4,300.00	\$0.00	\$0.00	\$4,300.00	100%	\$0.00		
35	Roofing & Sheet Metal	\$23,400.00	\$23,400.00	\$0.00	\$0.00	\$23,400.00	100%	\$0.00		
36	Caulking	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00		
37	Doors									
38	Doors, Frames, Hardware	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$8,500.00	100%	\$0.00		
39	Aluminum & Glazing	\$11,500.00	\$11,500.00	\$0.00	\$0.00	\$11,500.00	100%	\$0.00		
40	Finishes									
41	GWB	\$3,100.00	\$3,100.00	\$0.00	\$0.00	\$3,100.00	100%	\$0.00		
42	Painting	\$20,000.00	\$17,500.00	\$2,500.00	\$0.00	\$20,000.00	100%	\$0.00		
43	Specialties									
44	Signage	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00		
45	Mis. Specialties	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00		
46	Equipment									
47	Casing Materials	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00	100%	\$0.00		
48	Casing Labor	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	100%	\$0.00		
49	Drill/Cleanout	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	100%	\$0.00		
50	Test Pump	\$21,000.00	\$21,000.00	\$0.00	\$0.00	\$21,000.00	100%	\$0.00		
51	Televis	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00		
52	Disinfection	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100%	\$0.00		
53	Pump/Motor-Mtis	\$54,000.00	\$54,000.00	\$0.00	\$0.00	\$54,000.00	100%	\$0.00		
54	Pump/Motor-Labor	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	100%	\$0.00		
55	Drop Pipe & Labor	\$27,000.00	\$27,000.00	\$0.00	\$0.00	\$27,000.00	100%	\$0.00		
56	Chemical Feed System	\$18,000.00	\$17,259.00	\$0.00	\$0.00	\$17,259.00	96%	\$741.00		
57	Mechanical									
58	Plumbing & Process	\$90,500.00	\$88,994.04	\$1,505.96	\$0.00	\$90,500.00	100%	\$0.00		
	<b>SUB-TOTALS</b>	<b>\$827,449.00</b>	<b>\$821,452.04</b>	<b>\$4,630.96</b>	<b>\$0.00</b>	<b>\$826,083.00</b>	<b>99%</b>	<b>\$1,366.00</b>		

CONTINUATION PAGE

ITEM #8.

PROJECT: #17-24  
Oelwein - 42 Well Site

APPLICATION #: 16  
DATE OF APPLICATION: 03/16/2020  
PERIOD THRU: 02/28/2020  
PROJECT #s: #17-24

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			COMPLETED WORK				TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
			AMOUNT PREVIOUS PERIODS							
59	HVAC	\$27,500.00	\$27,500.00	\$0.00	\$0.00	\$27,500.00	100%	\$0.00		
60	Insulation	\$5,600.00	\$4,000.00	\$1,600.00	\$0.00	\$5,600.00	100%	\$0.00		
61	Electrical									
62	General Conditions	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100%	\$0.00		
63	Branch Conduit & Wire	\$11,700.00	\$11,700.00	\$0.00	\$0.00	\$11,700.00	100%	\$0.00		
64	Feeder Conduit & Wire	\$19,951.00	\$19,951.00	\$0.00	\$0.00	\$19,951.00	100%	\$0.00		
65	Devices	\$1,400.00	\$1,400.00	\$0.00	\$0.00	\$1,400.00	100%	\$0.00		
66	Light Fixtures	\$3,800.00	\$3,800.00	\$0.00	\$0.00	\$3,800.00	100%	\$0.00		
67	Switchgear	\$10,200.00	\$10,200.00	\$0.00	\$0.00	\$10,200.00	100%	\$0.00		
68	Automation	\$163,610.00	\$153,300.00	\$0.00	\$0.00	\$153,300.00	94%	\$10,310.00		
69	Generator-Complete	\$104,700.00	\$104,700.00	\$0.00	\$0.00	\$104,700.00	100%	\$0.00		
70	Raw Waste Water Pump Station	\$33,590.00	\$33,590.00	\$0.00	\$0.00	\$33,590.00	100%	\$0.00		
71	CO#1									
72	-Over Excavation	\$9,361.00	\$9,361.00	\$0.00	\$0.00	\$9,361.00	100%	\$0.00		
73	-Well casing adjust	(\$3,456.00)	(\$3,456.00)	\$0.00	\$0.00	(\$3,456.00)	100%	\$0.00		
74	-Radiant heater	\$872.00	\$872.00	\$0.00	\$0.00	\$872.00	100%	\$0.00		
75	-Chlorine Analyzer	\$9,574.00	\$9,574.00	\$0.00	\$0.00	\$9,574.00	100%	\$0.00		
76	-Sewer Pipe	\$1,476.00	\$1,476.00	\$0.00	\$0.00	\$1,476.00	100%	\$0.00		
77	-Paint	(\$1,250.00)	(\$1,250.00)	\$0.00	\$0.00	(\$1,250.00)	100%	\$0.00		
78	-Test Pump	\$4,853.00	\$4,853.00	\$0.00	\$0.00	\$4,853.00	100%	\$0.00		
79	-Well Pump	(\$2,051.00)	(\$2,051.00)	\$0.00	\$0.00	(\$2,051.00)	100%	\$0.00		
80	CO#2 Boring	\$5,072.00	\$0.00	\$5,072.00	\$0.00	\$5,072.00	100%	\$0.00		
TOTALS		\$1,239,451.00	\$1,216,472.04	\$11,302.96	\$0.00	\$1,227,775.00	99%	\$11,676.00		

HEARTLAND ASPHALT INC.  
ESTIMATE NO. 4  
PAVING CONNECTOR TAXIWAY TO RUNWAY 13 END  
OELWEIN MUNICIPAL AIRPORT  
CITY OF OELWEIN, IOWA  
FAA AIP PROJECT NO. 3-19-0067-009  
AECOM PROJECT NO. 60585703

Date: March 30, 2020

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	UNIT BID PRICE	CONTRACT QUANTITY	CONTRACT AMOUNT	AUTHORIZED QUANTITY	AUTHORIZED AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT
1	P-100	MOBILIZATION AND DEMOBILIZATION (HMA PAVEMENT)	LS	\$ 47,500.00	1	\$ 47,500.00	1	\$ 47,500.00	90.0%	\$ 42,750.00
2	P-101	PAVEMENT REMOVAL	SYD	\$ 7.50	300	\$ 2,250.00	300	\$ 2,250.00	248	\$ 1,860.00
3	P-154	SUBBASE COURSE	CY	\$ 28.25	600	\$ 16,950.00	600	\$ 16,950.00	600	\$ 16,950.00
4	P-156	INSTALLATION AND REMOVAL OF SILT FENCE	LF	\$ 2.65	1,260	\$ 3,339.00	1,260	\$ 3,339.00	-	\$ -
5.3	P-403	HOT MIX ASPHALT (HMA) PAVEMENT	SYD	\$ 23.90	4,800	\$ 114,720.00	4,800	\$ 114,720.00	4,800	\$ 114,720.00
5.4	P-602	BITUMINOUS PRIME COAT	GAL	\$ -	-	\$ -	-	\$ -	-	\$ -
5.5	P-603	BITUMINOUS TACK COAT	GAL	\$ 2.00	525	\$ 1,050.00	525	\$ 1,050.00	100	\$ 200.00
5.6	P-152	UNCLASSIFIED EXCAVATION	CY	\$ 7.85	950	\$ 7,457.50	950	\$ 7,457.50	950	\$ 7,457.50
5.7	P-208	AGGREGATE BASE COURSE - 6-INCH	SYD	\$ 6.75	5,400	\$ 36,450.00	5,400	\$ 36,450.00	5,400	\$ 36,450.00
6	D-705	4-INCH PERFORATED SUBDRAIN (HDPE) COMPLETE INCLUDING POROUS BACKFILL AND FILTER FABRIC	LF	\$ 12.50	2,230	\$ 27,875.00	2,230	\$ 27,875.00	2,230	\$ 27,875.00
7	D-705	4-INCH NON-PERFORATED SUBRAIN (HDPE)	LF	\$ 10.75	115	\$ 1,236.25	115	\$ 1,236.25	110	\$ 1,182.50
8	D-751	SUBDRAIN CLEANOUT	EA	\$ 1,100.00	11	\$ 12,100.00	11	\$ 12,100.00	10	\$ 11,000.00
9	PLANS	SUBDRAIN CLEANOUT REMOVAL	EA	\$ 150.00	3	\$ 450.00	3	\$ 450.00	3	\$ 450.00
10	L-108	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT OR CONDUIT	LF	\$ 1.50	450	\$ 675.00	450	\$ 675.00	350	\$ 525.00
11	L-110	NON-ENCASED ELECTRICAL CONDUIT, 2-INCH, SCHEDULE 40 PVC	LF	\$ 15.00	40	\$ 600.00	40	\$ 600.00	40	\$ 600.00
12	L-115	ELECTRICAL HANDHOLE (L868)	EA	\$ 1,000.00	2	\$ 2,000.00	2	\$ 2,000.00	-	\$ -
13	L-125	TAXIWAY RETROREFLECTORS (L853)	EA	\$ 88.00	42	\$ 3,696.00	42	\$ 3,696.00	42	\$ 3,696.00
14	L-125	GUIDANCE SIGN (UNLIGHTED)	EA	\$ 2,400.00	2	\$ 4,800.00	2	\$ 4,800.00	2	\$ 4,800.00
15	L-125	AIRFIELD GUIDANCE SIGN, SIZE 1, LED, ONE (1) MODULE	EA	\$ 3,900.00	1	\$ 3,900.00	1	\$ 3,900.00	1	\$ 3,900.00
16	PLANS	TAXIWAY LIGHT BASE AND FIXTURE REMOVAL	EA	\$ 375.00	1	\$ 375.00	1	\$ 375.00	1	\$ 375.00
17	P-620	RUNWAY AND TAXIWAY MARKING	SF	\$ 5.38	2,250	\$ 12,105.00	2,250	\$ 12,105.00	1,960	\$ 10,544.80
18	P-620	REFLECTIVE MEDIA	LBS	\$ 3.00	60	\$ 180.00	60	\$ 180.00	50	\$ 150.00
19	T-901	SEEDING	AC	\$ 2,500.00	1.1	\$ 2,750.00	1.1	\$ 2,750.00	-	\$ -
20	T-908	MULCHING	SYD	\$ 0.65	5,000	\$ 3,250.00	5,000	\$ 3,250.00	5,000.00	\$ 3,250.00
21	T-905	TOPSOILING (OBTAINED ON-SITE)	CY	\$ 6.75	350	\$ 2,362.50	350	\$ 2,362.50	350.00	\$ 2,362.50
101		CEMENT STABILIZATION	SYD	\$ 8.43			2,800	\$ 23,604.00	2,700.00	\$ 22,761.00
102		MOBILIZATION FOR STABILIZATION	LS	\$ 3,300.00			1	\$ 3,300.00	1.00	\$ 3,300.00
103		STABILIZE WITH CEMENT (5.0% TO 5.5%) CHANGE	SYD	\$ 0.29			2,285	\$ 662.65	2,117.00	\$ 613.93
104		STABILIZE WITH CEMENT (5.0% TO 11.0%) CHANGE	SYD	\$ 6.81			515	\$ 3,507.15	515.00	\$ 3,507.15
<b>Total Contract</b>						\$ 308,071.25		\$ 339,145.05		\$ 321,280.38

Prepared by: AECOM

Project Engineer \_\_\_\_\_ Date \_\_\_\_\_

City of Oelwein

City Administrator \_\_\_\_\_ 22 \_\_\_\_\_ Date \_\_\_\_\_

Total Earned to Date	\$ 321,280.38
Stored Materials	\$ -
Subtotal	\$ 321,280.38
Less Retainage (5%)	\$ 16,064.02
Subtotal	\$ 305,216.36
Less Previous Payments	\$ 276,222.76
<b>Total Amount Due This Estimate</b>	<b>\$ 28,993.60</b>

Percent Complete 94.7%

**OELWEIN OWNER OCCUPIED HOUSING  
CONTRACTOR REQUEST FOR FINAL PAYMENT  
REHABILITATION & LHR CONTRACT**

Owner: Lynn Boleyn  
18 7<sup>th</sup> Ave. NE  
Oelwein, IA 50662

Contractor: Ben Kirchmann d/b/a Kirvan Enterprises  
422 35<sup>th</sup> St. SW  
Altoona, IA 50009

Forgivable Loan #4

Date: April 7, 2020

**REHAB CONTRACT**

**LHR CONTRACT**

Base Rehab. Contract	\$20,450.00	Total LSR Contract	\$4,900.00
Change Order #1	\$200.00	Change Order #1	
Change Order #2		Change Order	
Change Order #3			
Total Contract	\$20,650.00	Total Contract	\$4,900.00
Total Earned	\$20,650.00	Total Earned	\$4,900.00
Less 10% Retainage		Less 10% Retainage	
Less Previous Payments		Less Previous Payment	
Amount Due	\$20,650.00	Amount Due	\$4,900.00

Total Funds Requested: \$20,650.00 (Rehab) & \$4,900.00 (LHR) = \$25,550.00

I have reviewed the request for payment and indicate approval of payment to Kirvan Enterprises in the amount of \$25,550.00, by the City. An inspection of the work specified in the Contract has been completed. All items for which payment is requested have been performed, and all materials used are acceptable.

\_\_\_\_\_  
Owner Date

\_\_\_\_\_  
CDBG Administrator Date

I, the undersigned, acknowledge the authorization of the above payment.

\_\_\_\_\_  
City Authorization Date

I, the undersigned, acknowledge the receipt of the above payment.

\_\_\_\_\_  
Contractor Date

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

Resolution Approving Temporary Closures in an Effort to Prevent the Spread of COVID-19

WHEREAS, the city has made several decisions during the COVID-19 pandemic to prevent community spread and follow all state and federal guidelines and;

WHEREAS, City Council must take official action on all closing during the COVID-19 pandemic and;

WHEREAS, the city has closed the following facilities to the public until further notice following orders from the state of Iowa limiting groups to ten and preventing any non-essential gatherings in public:

- Williams Wellness Center
- Oelwein Public Library
- Oelwein City Hall
- City Parks and Playground

THEREFORE, BE IT RESOLVED by the City Council of the City of Oelwein, Iowa formally closes public spaces during the COVID-19 pandemic:

Passed and approved by the City Council of the City of Oelwein, Iowa this 13 day of April, 2020.

Attest:

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

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

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

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

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

AYES      NAYS      ABSENT      ABSTAIN

Weber  
Seeders  
Cantrell  
Gerdts  
Fisk  
Stewart



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

Resolution Adopting a Temporary Limited Staffing Policy due to COVID-19

WHEREAS, the city may be faced with extenuating circumstances that require the city to send staff members home to prevent the spread of COVID-19 and;

WHEREAS, the city will continue to provide essential services and will work with staff on shifts to continue the essential services and;

WHEREAS, limited staffing may result in less staff at each facility to ensure essential services are completed for the community and;

WHEREAS, this policy will be temporary and will end once the COVID-19 pandemic subsides and;

THEREFORE, BE IT RESOLVED by the City Council of the City of Oelwein, Iowa adopts a temporary limited staffing policy:

Passed and approved by the City Council of the City of Oelwein, Iowa this 13 day of April, 2020.

Attest:

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

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

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

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

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

AYES      NAYS      ABSENT      ABSTAIN

- Weber
- Seeders
- Cantrell
- Gerds
- Fisk
- Stewart



To: Oelwein City Council

From: Dylan Mulfinger, City Administrator

Subject: COVID-19 (Coronavirus) Limited Staffing Policy

Date: 4/13/20

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Now it is more important than ever to make sure that employees are safe. Department heads must continue to talk to employees to make sure they have everything squared away at home, have the needed childcare, and have the time to help any of their family members. If you have employees out right now, I encourage you to check in on them on a regular basis.

The City is now moving to a limited staffing arrangement. If Departments do not need all staff members at the same time, department heads should arrange schedules. Department heads should manage departments so that employees have limited social interaction and that their jobs only require one person. The city is currently focused on essential duties and ensuring employees are safe.

The goal for the city is to ensure that every staff member can make it through this pandemic safely. The city will need to continue to function at a bare minimum. Department Heads should encourage their employees when they are not at work to stay home and limit themselves from travel and public spaces.

Departments should allow for work from home when possible. If a department's limited staffing results in one person in one building each day, that is enough. Bare minimum staffing should only occur as a last resort for departments. If city staff can limit the spread and set an example, the city must for the community. Employees sent home to achieve minimum staff requirements will be placed on administrative leave.

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

Resolution Adopting a Temporary Work from Home Policy

WHEREAS, to limit the social interactions and ensure social distancing, some positions at the city have the ability to work from home and;

WHEREAS, employees who work from home are required to be available via phone and email and;

WHEREAS, this policy is temporary and will end after the COVID-19 pandemic and;

WHEREAS, this flexibility for employees will be crucial as the city as an organization deals with a once in a lifetime pandemic and;

THEREFORE, BE IT RESOLVED by the City Council of the City of Oelwein, Iowa adopts a temporary work from home policy.

Passed and approved by the City Council of the City of Oelwein, Iowa this 13 day of April, 2020.

Attest:

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

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

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

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

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

AYES      NAYS      ABSENT      ABSTAIN

- Weber
- Seeders
- Cantrell
- Gerds
- Fisk
- Stewart



To: Oelwein City Council

From: Dylan Mulfinger, City Administrator

Subject: COVID-19 (Coronavirus) Work from Home Policy

Date: 4/13/20

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The City has taken several measures to ensure that employees are safe. One major step is allowing employees to work from home during this difficult pandemic. Employees who are working from home must adhere to the following:

- Employees must be able to respond from home within minutes
  - This includes email, cell phone, or home phone
  - Employees without a city issued phone will not be required to use their phone for city business, but they are required to respond to their supervisor on their personal phone
- The Employee's workspace must be free from distractions and disturbances as practicable including disturbances from children, family members, pets, and others during work hours.
- The Employee is responsible for maintaining availability, appropriate levels of production, and quality of work while working from home.

Inadequate availability, work production and/or work quality may be cause for modification or termination of the Employee's participation in work from home. In such instance, the Employee may, without right of appeal, be required to return to work at City's business location or be subject to other arrangements including reduction in pay or being required to use various types of paid time off if the emergency continues.

The City Administrator understands that working from home is a crucial tool to be used during the COVID-19 pandemic. The City will end work from home once the pandemic has ended. The City will continue to practice work from home sporadically too ensure that systems are current and that work from home can be enabled in emergencies.

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

Resolution Adopting a Temporary Employee Leave Policy Due to COVID-19

WHEREAS, the City of Oelwein must follow all state and federal guidelines concerning sick leave and expanded FMLA benefits during COVID-19 pandemic and;

WHEREAS, FMLA has been extended during COVID-19 in three areas; employee sick time, employees' immediate family sick time, and employee loss of childcare and;

WHEREAS, the leave policy proposed would ensure that employees would have time to recover and be with their families during this pandemic and;

WHEREAS, the city as an organization is committed to helping their employees during this pandemic and ensuring they are safe and;

WHEREAS, the city as an organization must be flexible during this pandemic as this is a once in a lifetime event and it is crucial to put employees first and understand that the city will focus on essential work at this time and;

THEREFORE, BE IT RESOLVED by the City Council of the City of Oelwein, Iowa adopts a temporary leave policy for COVID-19

Passed and approved by the City Council of the City of Oelwein, Iowa this 13 day of April, 2020.

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

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

AYES      NAYS      ABSENT      ABSTAIN

- Weber
- Seeders
- Cantrell
- Gerdts
- Fisk
- Stewart

Attest:

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

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

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



To: Department Heads

From: Dylan Mulfinger, City Administrator

Subject: COVID-19 (Coronavirus) Employee First Plan

Date: 3/27/20

---

The City of Oelwein must adapt to the COVID-19 epidemic and ensure that employees are safe. The city now has guidelines for employees to ensure they know what to do when they see a positive test for themselves or their family.

- At the first sign of symptoms, employees must stay home and notify their supervisor
  - Symptoms include:
    - Fever
    - Cough
    - Shortness of breath
- When a family member experiences symptoms, the employee must stay home and then notify their supervisor
  - In either of these situations the employee is on administrative leave that comes with full pay for 80 hours
  - The city has determined that employees can only be successful if they city is supporting them through this difficult time
- Once an employee has either come in contact with a person who has experienced symptoms of COVID-19 or has experienced symptoms themselves, they must do the following:
  - Stay home and notify their supervisor
  - People with COVID-19 who have stayed home (home isolated) can stop home isolation under the following conditions (CDC recommendations):
    - You have had no fever for at least 72 hours (that is three full days of no fever without the use of medicine that reduces fevers) AND
    - other symptoms have improved (for example, when your cough or shortness of breath have improved) AND
    - at least 7 days have passed since your symptoms first appeared
  - The county and state may have additional rules that must be followed for employees who test positive for COVID-19
- The city is allowing administrative leave up to 80 hours for the following directly related to COVID-19
  - Sick with COVID-19
  - A family member is sick with COVID-19
  - Loss of childcare services for dependent children



- In general, leave will only be granted during the hours a child would normally be in school or daycare and only to who are not able to adjust their hours or work from home, where alternative childcare is unavailable, AND whose children:
  - Are under the age of 18
  - Attend daycare or a K-12 school, or
  - Have special needs and would be unable to care for themselves while their parents are at work.
- The most important part of this process is that employees are in constant communication with their department head

Once an employee has exhausted their initial 80 hours of administrative leave pay the city will start the following:

- FMLA (Family and Medical Leave Act) will guide leave for the city as new rules and regulations have come out
  - New rules are in place for FMLA concerning the COVID-19 Pandemic
  - Employee Time
    - Eligible full-time employees are entitled to two weeks (80 hours) of fully paid time off to self-quarantine, seek a diagnosis or preventive care, or receive treatment for COVID-19. After this leave, employees would use leave in this order; sick, compensatory time, personal days, vacation. Regular FMLA may run concurrently with other forms of leave.
  - Employee Family Time
    - Eligible full-time employees are entitled to two weeks (80 hours) paid time off at two-thirds of their regular pay to care for a family member or to care for a child whose school has closed, or if their child care provider is unavailable due to COVID-19. After this leave, employees would use leave in this order; emergency sick, compensatory time, personal days, vacation. Regular FMLA may run concurrently with other forms of leave.
  - Employee Childcare
    - Eligible full-time employees and part-time employees are entitled to 12 weeks of job-protected leave to take care for their children in the event of a school closure or their childcare provider is unavailable due to COVID-19.
    - The 12 weeks of job-protected leave include two weeks of unpaid leave, followed by 10 weeks of paid leave. Eligible employees may elect or be required to overlap the initial two weeks of unpaid leave with two weeks of other paid leave they have available. Eligible employees will receive a benefit from their employers that will be no less than two-thirds of the employee's usual pay. After this leave, employees would use leave in this order; emergency sick, compensatory time, personal days, vacation. Regular FMLA may run concurrently with other forms of leave.

Examples



**Employee Time**

- The employee gets sick and takes their initial 80 hours of administrative leave to get over COVID-19 and no longer be infectious. Doctor orders more stay at home time, the employee goes on FMLA and is fully paid for two weeks. Should complications continue, the employees accrued time will start being used.

**Employee Family Time**

- The employee must leave to take care of a sick with COVID-19 family member. They would receive 80 hours of administrative leave. Should their presence be required after the initial 80 hours, they will go to FMLA employee family time. They may supplement accrued leave time to cover the remaining third of their pay during these 80 hours. Should longer time be needed the employee may use any emergency sick, comp time, then vacation. Once all accrued time is exhausted, the employee will be placed on FMLA.

**Employee Childcare**

- The employee loses childcare or must stay home for their school aged children. The employee could use their 80 hours of administrative leave, then go on FMLA Employee Childcare leave. They may supplement accrued leave time to cover the remain third of their pay during this leave. Should longer time be needed the employee may use any emergency sick, comp time, then vacation. Once all accrued time is exhausted, the employee will be placed on FMLA.



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

Resolution Temporarily Suspending Fees and Modifying City Procedures for Utility Bill Payments

WHEREAS, the State of Iowa and the Iowa Utility Board have encouraged all non-investor owned utilities to temporarily suspend shut offs for service and;

WHEREAS, the City of Oelwein will temporarily suspend water shutoff starting retroactively in March of 2020 and ending once state guidelines have been lifted and;

WHEREAS, the City of Oelwein recognizes that during this COVID-19 pandemic residents will be pushed economically and may not have the income to stay current on their utility bill and;

WHEREAS, the City of Oelwein suspends all fees associated with water shutoff starting in April of 2020 and ending once state guidelines are lifted and;

WHEREAS, the City of Oelwein will continue to send letters to residents that need to pay their utility bill to ensure a shut off will not come once the pandemic subsides and once utilities shut offs start again and;

WHEREAS, the attached policy provides guidance to City Council and City Staff and;

THEREFORE, BE IT RESOLVED by the City Council of the City of Oelwein, Iowa does hereby suspend water shutoffs and fees associated with water shutoffs until state guidelines are lifted:

Passed and approved by the City Council of the City of Oelwein, Iowa this 13 day of April, 2020.

\_\_\_\_\_  
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

M Weber  
Seeders  
Cantrell  
Gerdts  
Fisk  
Stewart

Attest:

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

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

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



To: Oelwein City Council

From: Dylan Mulfinger, City Administrator

Subject: COVID-19 (Coronavirus) Water Shut Off Policy

Date: 4/13/2020

---

The City will proceed by using a temporary process for utility billing and water shut offs for April 2020 until state guidelines are lifted.

- The city sends out on average 100 late notices each month for water accounts
  - On average, 40 of these accounts will receive a door tag letting them know that they will be shut off
- All fees for online payments will be waived at this time to encourage individuals to pay online
- The city will only interact with customers via phone or email
- Patrons may drop their bill in the drop off box with:
  - Exact cash
  - Check/Money Order
  - Any additional cash will be credited to the account
- The city will send out notices by the mail, the city will no longer deliver notices with a city employee
  - Notices include door tags and late payments
  - Notices will go in a brightly colored envelope
  - A letter must be included explaining the current situation
- The city will be asking that customers pay what they can
- The city will not be making any new payment agreements
- Customers will not be shut off until further notice per state guidelines and the importance of water during this pandemic
- All fees will continue to be assessed for late and overdue accounts
  - Fees were assessed in March on residents late on their utility bill, because their lateness started before the COVID-19 economic downturn
  - Fees starting in April will not be assessed
    - This includes late fees, door tags, and shut offs
- All customers will be required to bring their utility bill to \$0 once the state and federal government lift the restrictions from the COVID-19 epidemic
- The city is asking that customers pay what they can
  - The city is willing to accept any and all payments

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

RESOLUTION assigning a 2002 agreement with D&W Railroad and the City of Oelwein to Iowa Northern Railway Company

WHEREAS, The city signed an agreement in 2002 with D&W Railroad addressing maintenance of the viaduct and railroad crossings at 4<sup>th</sup> St SW and 6<sup>th</sup> Ave SW. and;

WHEREAS, Iowa Northern Railway Company is acquiring all assets of D&W after operating their line for 16 years and;

WHEREAS, Iowa Northern Railway Company is requesting that the city of Oelwein enter into the same 2002 agreement that D&W held and;

WHEREAS, the City of Oelwein is willing to support the business activity of Iowa Northern which in turn helps Transco Railway Products, an important business for the community and;

WHEREAS, while this agreement places a large financial burden on the city, Iowa Northern Railway Company has expressed support in working toward a future for the viaduct that reduces the financial burden and size of the viaduct and;

THEREFORE, BE IT RESOLVED by the City Council of the City of Oelwein, Iowa that the 2002 Agreement with D&W Railroad is hereby assigned to Iowa North Railway Company:

Passed and approved by the City Council of the City of Oelwein, Iowa this 13 day of April, 2020.

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

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

AYES      NAYS      ABSENT      ABSTAIN

- Weber
- Seeders
- Cantrell
- Gerdts
- Fisk
- Stewart

Attest:

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

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

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



IOWA NORTHERN RAILWAY COMPANY

201 TOWER PARK DRIVE
SUITE 300
WATERLOO, IOWA 50701
319.297.6000

January 30, 2020

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

Re: Consent to Assignment of Agreement between City of Oelwein ("City") and D&W Railroad, LLC ("D&W")

Dear Mr. Mulfinger:

The City and D&W (previously, D&W Railroad, Inc.) are parties to that certain City Agreement, dated October 15, 2002 (the "2002 Agreement"). As you know, Iowa Northern Railway Company ("IANR") has operated the D&W rail line for over 16 years. D&W and IANR expect to soon enter into a purchase agreement under which IANR will acquire all or substantially all of D&W's assets ("Purchase Agreement").

In connection with the Purchase Agreement, D&W desires to assign the 2002 Agreement to IANR. Section 9 of the 2002 Agreement requires that D&W obtain the City's written consent prior to assigning the 2002 Agreement.

The City hereby (a) consents to D&W's assignment to IANR of the 2002 Agreement and all of D&W's rights, obligations, interests, and liabilities thereunder, and (b) agrees the assignment of the 2002 Agreement by D&W to IANR is valid and lawful.

This letter agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To the maximum extent permitted by applicable law, a faxed, scanned, or electronic signature shall be treated as an original signature.

If the City agrees with all the foregoing provisions, please execute this letter agreement in the space provided below.

Sincerely,

T. Scott Bannister

Iowa Northern Railway Company
T. Scott Bannister, General Counsel
Date:

D&W Railroad, LLC
Charlie Andersen, President
Date:

**AGREED:**

**CITY OF OELWEIN**

\_\_\_\_\_

Name: Brett DeVore

Title: Oelwein Mayor

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

**AGREED:**

**CITY OF OELWEIN**

\_\_\_\_\_

Name: Dylan Mulfinger

Title: City Administrator

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

CITY AGREEMENT

This Agreement (this "Agreement") is made this 15<sup>th</sup> day of October, 2002, by and between the City of Oelwein, an Iowa municipal corporation, having its principal place of business at 20 - 2nd Avenue SW, Oelwein, Iowa (the "Municipality") and D&W Railroad, Inc., a Delaware corporation, having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois ("D&W").

WITNESSETH:

WHEREAS, Union Pacific Railroad Company, a Delaware corporation ("UP"), has heretofore operated as part of its business that certain line of railroad between Milepost 332.0 at Dewar, Iowa and Milepost 354.3 at Oelwein, Iowa, together with sidings and certain other facilities, including that certain railroad yard located in Oelwein, Iowa (collectively, the "Oelwein Line");

WHEREAS, UP has indicated that it desires to abandon the Oelwein Line; and

WHEREAS, a certain viaduct structure supporting a portion of the Oelwein Line and certain various public right-of-ways and rail crossings on and across the Oelwein Line are now, or may hereafter be, located within the Municipality;

WHEREAS, D&W has indicated to the Municipality that D&W may be willing to purchase the Oelwein Line and arrange for continued freight railroad service to be available on the Oelwein Line if, among other things, the Municipality agrees to be responsible for such viaduct and for all road crossings now or hereafter affecting the Oelwein Line within the municipal boundaries of the Municipality; and

WHEREAS, the Municipality has determined that its best interest will be served by inducing D&W to purchase the Oelwein Line and accordingly, on and subject to the terms of this Agreement, the Municipality is willing to agree to such responsibility;

WHEREAS, D&W and the Municipality desire to set forth their respective responsibilities and obligations with respect to the inspection, maintenance and repair of such viaduct, right of ways and rail crossings;

NOW, THEREFORE, in consideration of the promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is hereby agreed as follows:

1. Grade Crossing Surface Maintenance. Municipality hereby agrees that, at its sole cost and expense, it shall keep and maintain in good, safe and usable order, condition and repair the grade crossing road surfaces of each and every now existing or hereafter created public right-of-way road crossing traversing the Oelwein Line, whether now or hereafter existing, which is located within the Municipality's boundaries (collectively, the "Right-of-Ways and Rail Crossings"), which shall include, without limitation, keeping the Right-of-Ways and Rail Crossings free and clear of all ice, snow, debris and other materials which may in any way affect or interfere with vehicle or railroad operations thereon. Municipality shall be responsible for

inspecting and keeping itself informed of the condition of the Right-of-Ways and Rail Crossings to the extent necessary to remain currently informed about the condition thereof, and at its sole cost and expense, Municipality shall repair, or cause to be repaired, in an expeditious and timely manner the Right-of-Ways and Rail Crossings as necessary maintain the same in a safe and good operating condition and in compliance with all applicable laws, rules and regulations. If any repair or maintenance of the Right-of-Ways and Rail Crossings or any portion or part thereof shall be deemed reasonably necessary by D&W in order that the same shall be in a safe and good operating condition, then upon written notice by D&W, Municipality, at its sole cost and expense, shall take such actions as are reasonably necessary to correct any unsafe or unsatisfactory part thereof; provided that nothing contained herein shall be construed as requiring D&W, its officers, agents, employees or contractors, to inspect the Right-of-Ways and Rail Crossings or to advise Municipality of the need for any repairs thereto. Prior to the commencement of any work on or about any Right-of-Way and Rail Crossing, Municipality shall provide written notice thereof to D&W. Except in emergencies, such notice shall be provided not less than thirty (30) days in advance of commencing such work.

As between them, D&W and not Municipality shall be responsible for the care and maintenance of the rails, ties, and rail bed; crossing signals; and, crossing signage with respect to Rail Crossings, however, D&W may arrange with one or more third parties for said inspection and maintenance.

2. Viaduct Maintenance. Municipality hereby further agrees that, at its sole cost and expense, it shall keep and maintain in good, safe and usable order, condition and repair that certain viaduct structure located at Charles Street, Oelwein, Iowa and the road and public right-of-way under passing such viaduct structure (collectively, the "Viaduct and Underpass"), which shall include, without limitation, keeping the Viaduct and Underpass free and clear of all ice, snow, debris and other materials which may in any way affect or interfere with vehicle use thereunder. Municipality shall be responsible for inspecting and keeping itself informed of the condition of the Viaduct and Underpass to the extent necessary to remain currently informed about the condition thereof, and at its sole cost and expense, Municipality shall repair or cause to be repaired in a timely manner the Viaduct and Underpass as necessary to maintain the same in a safe and good condition and in compliance with all applicable laws, rules and regulations. If any repair or maintenance of the Viaduct and Underpass or any portion or part thereof shall be deemed reasonably necessary by D&W in order that the same shall be in a safe and good operating condition, then upon written notice by D&W, Municipality, at its sole cost and expense, shall take such actions as are reasonably necessary to correct any unsafe or unsatisfactory part thereof; provided that nothing contained herein shall be construed as requiring D&W, its officers, agents, employees or contractors, to inspect the Viaduct and Underpass or to advise Municipality of the need for any repairs thereto. Prior to the commencement of any work on or about the Viaduct and Underpass, Municipality shall provide written notice thereof to D&W. Except in emergencies, such notice shall be provided not less than thirty (30) days in advance of commencing such work.

As between them, D&W and not Municipality shall be responsible for the care and maintenance of the rails, ties, and rail bed; with respect to the viaduct, however, D&W may arrange with one or more third parties for said inspection and maintenance.

City shall use all reasonable diligence in providing maintenance to viaduct to provide suitability of said viaduct to support rail service. In the event such service shall be interrupted, City shall not be liable for any damage or loss resulting from such interruption. However, City shall proceed at once to repair the viaduct and remove the cause of such interruption within a reasonable time, and, failing to do so, the limit of or exemption from liability as provided in this paragraph shall not apply, and City may be liable to D&W as though no such limit or exemption of liability had been provided.

3. Municipality shall also be responsible for the care and maintenance of all signage with respect to the Viaduct and Underpass.

4. Access. D&W hereby grants to Municipality a right of reasonable access any portion of the Oelwein Line for the purpose of keeping, inspecting, maintaining and repairing the Right-of-Ways and Rail Crossings and the Viaduct and Underpass; provided, however, that such right shall not include any right to interfere with the operations of D&W, its officers, agents, employees and contractors, or D&W's customers. Municipality agrees that it will use all reasonable efforts to conduct its activities in a manner which will not interfere with the operations of D&W, its officers, agents, employees and contractors and customers.

5. Term. The term of this Agreement shall commence as of the date hereof and shall continue for so long as D&W or any affiliate of D&W owns and actively operates the Oelwein Line.

6. Abandonment. In the event D&W or its successors and assigns shall abandon the Oelwein Line or any portion thereof located within the boundaries of the Municipality, the Municipality shall assume the ownership of the Right-of-Ways and Rail Crossings and the Viaduct and Underpass. Upon such occurrence, D&W and its successors and assigns shall have no obligation to demolish or otherwise modify any of the Right-of-Ways and Rail Crossings or the Viaduct and Underpass or any other structures or roadways related thereto, and the Municipality shall not have and shall not make any claim of any kind, legal or otherwise, against D&W or its successors and assigns in respect of any of the Right-of-Ways and Rail Crossings and the Viaduct and Underpass or for any costs or expenses associated with demolition or modification of any thereof.

7. City may arrange with one or more third parties to discharge the City's duties and obligations pursuant to the terms of this agreement.

8. Representations and Warranties.

(a) Municipality represents and warrants to D&W that (i) Municipality has the right and power and is duly authorized and empowered to enter into, execute and deliver this Agreement and perform its obligations hereunder, (ii) the execution, delivery and performance of this Agreement by Municipality do not conflict with the provisions of its organizational documents, any statute, regulation, ordinance or rule of law, or any agreement, contract or other document which may now or hereafter be binding on Municipality, (iii) the execution, delivery



and performance of this Agreement by Municipality have been duly authorized by all requisite municipal action and to not require any consent or approval of any other agency or authority (other than any consent or approval which has been obtained and is in full force and effect), and (iv) this Agreement has been duly executed and delivered by Municipality and constitutes the valid and legally binding obligation of Municipality and is enforceable in accordance with its terms.

(b) D&W represents and warrants to Municipality that (i) D&W has the right and power and is duly authorized and empowered to enter into, execute and deliver this Agreement and perform its obligations hereunder, (ii) the execution, delivery and performance of this Agreement by D&W does not conflict with the provisions of its organizational documents, any statute, regulation, or rule of law, or any agreement, contract or other document which may now or hereafter be binding on D&W, (iii) the execution, delivery and performance of this Agreement by D&W have been duly authorized by all requisite corporate action and do not require any consent or approval of any governmental agency or authority (other than any consent or approval which has been obtained and is in full force and effect), and (iv) this Agreement has been duly executed and delivered by D&W and constitutes the valid and legally binding obligation of D&W and is enforceable in accordance with its terms.

9. Successors and Assigns. All of the terms, provisions and conditions herein contained shall run to, bind and inure to the benefit of, the transferees, successors and assigns of the parties hereto. Neither party may assign this Agreement and any rights granted in whole or in part without the prior written consent of the other party, except, however, that this Agreement may be assigned by D&W to any affiliate of Transco Railway Products, Inc. without the prior written consent of Municipality. The parties agree and acknowledge that D&W from time to time intends to enter into an agreement with a third party pursuant to which such third party agrees to conduct freight railroad operations over and provide and maintenance to the benefit of D&W of the Oelwein Line. The parties further agree and acknowledge that D&W and its successors and assigns may at any time in the future designate other entities to conduct freight railroad operations over and or to provide maintenance of the Oelwein Line.

10. Notice. Except as otherwise provided herein, any notice required hereunder shall be in writing and shall be deemed to have been validly served, given or delivered by personal delivery, air courier, telecopier or upon deposit in the United States mails, with proper postage prepaid, certified or registered mail, addressed to the party to be notified as follows:

(a) If to the Municipality: City of Oelwein  
20 - 2nd Avenue SW  
Oelwein, Iowa 50662  
Attn: Steven H. Kendall

with a copy to: Ron L. Van Veldhuizen  
19 East Charles Street  
P.O. Box 635  
Oelwein, Iowa 50662

(b) If to D&W:

D&W Railroad, Inc.  
55 East Jackson Boulevard  
Suite 2100  
Chicago, Illinois 60604-4166

with a copy to:

Schwartz, Cooper, Greenberger & Krauss Chartered  
180 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60601  
Attn: Jay S. Berlinsky, Esq.

or to such other address as each party may designate for itself by like notice.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

12. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. Amendments; Changes. No change in the terms of this Agreement shall be valid unless in writing and signed by all parties hereto. Nothing contained in this Agreement shall be construed as creating any course of dealing or conduct between the parties.

14. Entire Agreement. This Agreement embodies the entire agreement and understandings between the parties and supersedes all prior written and oral agreements and understandings between the parties concerning the subject matter contained herein.

15. Governing Law; Severability. This Agreement shall be a contract made under and governed by the internal laws of the State of Iowa applicable to contracts made and to be performed entirely within such State. Whenever possible such provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any covenant or provision of this Agreement shall be adjudged void and provided that such adjudication does not invalidate covenants or provisions which cause this Agreement to fail of its essential purpose or materially alter the relationship between the parties which is contemplated hereby, then such adjudication shall not affect the validity, obligation or performance of any other covenant or provision which is in itself valid. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision. Should any covenant or provision of this Agreement be adjudged void, the parties shall use their best efforts to make such other arrangements as will effect the purposes and intent of this Agreement.

16. Headings. The descriptive section headings have been inserted for convenience of reference only and do not define or limit the provisions hereof.

17. Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument.

18. Further Assurances. Each party hereby agrees that it shall fully cooperate with the other party and agrees to execute all further instruments and documents and take all further action in order to give effect to the intent of, and carry out the purposes of, this Agreement.

IN WITNESS WHEREOF, this City Agreement has been duly executed as of the day and year specified at the beginning hereof.

CITY OF OELWEIN

D&W RAILROAD, INC.

By: *Larry G. Murphy*  
Name: Larry G. Murphy  
Its: Mayor

By: *J. Robert Nelson*  
Name: J. Robert Nelson  
Its: President

By: *Steven H. Kendall*  
Name: Steven H. Kendall  
Its: City Administrator

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

Preliminary resolution pursuant to Section 384.42 of the Iowa Code covering the Wings East Pavement Improvements

WHEREAS, it is deemed advisable by the City Council of the City of Oelwein, Iowa (the “City”) that the Wings East Pavement Improvements (the “Project”) be constructed in the City in accordance with the provisions of Chapter 384 of the Code of Iowa, and that a portion of the cost of the Project be assessed to the property benefited thereby; and

WHEREAS, the City has arranged for engineering services for the Project with FOX Engineering Associates, Inc. (the “Project Engineers”);

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

Section 1. The Project shall consist of a 3.5-inch Hot Mix Asphalt (HMA) overlay on portions of 12th Avenue NE, 13th Avenue NE, 2nd Street NE, and 3rd Street NE. The Project also includes a full-depth Portland Cement Concrete (PCC) replacement for portions of 3rd Street NE and 13th Avenue NE. There will also be pavement removal and replacement of select driveways and sidewalks. Portions of storm sewer and subdrain will be installed. Disturbed areas will be seeded as applicable after completion of the Project..

The Project shall be constructed on and along the following segments of street in the City of Oelwein, Fayette County, Iowa:

- 12<sup>th</sup> Avenue NE, from 1<sup>st</sup> Street NE to 3<sup>rd</sup> Street NE
- 13<sup>th</sup> Avenue NE, from 1<sup>st</sup> Street NE to 3<sup>rd</sup> Street NE
- 2<sup>nd</sup> Street NE, from 12<sup>th</sup> Avenue NE to 13<sup>th</sup> Ave NE
- 3<sup>rd</sup> Street NE, from a point approximately 158 feet west of 12<sup>th</sup> Avenue NE to a point approximately 115 feet east of 13<sup>th</sup> Avenue NE

Section 2. It is considered that the properties abutting the above-described segments of street to be improved will be specially benefitted by this improvement and should be specially assessed.

Section 3. The Project Engineers are hereby ordered to prepare preliminary plans and specifications, an estimated total cost of the work and a plat and schedule and to file the same with the City Clerk.

Section 4. The improvement shall be known as the “Wings East Pavement Improvements,” and shall be so referred to in all subsequent proceedings.

Section 5. All resolutions, parts of resolutions, or actions of the City Council in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved April 13, 2020.

\_\_\_\_\_  
Mayor

Attest:

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

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

Resolution Approving and Adopting Preliminary Plans and Specifications,  
Estimate of Cost and Plat and Schedule

WHEREAS, the City Council of the City of Oelwein, Iowa, has adopted a preliminary resolution pursuant to Section 384.42 of the Code of Iowa, covering the Wings East Pavement Improvements (the “Project”); and

WHEREAS, in accordance with such preliminary resolution, the Project Engineers have prepared preliminary plans and specifications, an estimated cost of the work and a plat and schedule, and have filed the same with the City Clerk; and

WHEREAS, this City Council has determined the valuation of each lot proposed to be assessed for the Project and such valuations are now shown on the schedule, and this Council deems it advisable that the said preliminary plans and specifications, estimated cost of the Project and plat and schedule should be approved;

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

Section 1. The preliminary plans and specifications referred to in the preamble hereof are hereby approved.

Section 2. The plat, schedule and the valuations as shown thereon and estimate of cost are hereby ratified and approved.

Section 3. This City Council proposes to proceed with the Project and a proposed resolution of necessity shall be prepared and hearing held thereon in accordance with the provisions of Sections 384.49, 384.50 and 384.51 of the Code of Iowa.

Section 4. All resolutions, parts of resolutions, or actions of the City Council in conflict herewith are hereby repealed.

Passed and approved April 13, 2020.

\_\_\_\_\_  
Mayor

Attest:

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

Proposed  
Resolution of Necessity

WHEREAS, the City Council of the City of Oelwein, Iowa (the “City”), has adopted a preliminary resolution in accordance with Section 384.42 of the Code of Iowa, covering the Wings East Pavement Improvements (the “Project”); and

WHEREAS, pursuant thereto, the Project Engineers have prepared preliminary plans and specifications, an estimated total cost of the work and a plat and schedule, including the valuation of each lot as determined by this City Council, and the same have been duly adopted and are now on file with the City Clerk;

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

Section 1. It is hereby found and determined to be necessary and for the best interest of the City and its inhabitants to proceed with the Project, and to assess a portion of the cost of the Project to the property benefited thereby.

Section 2. The Project shall consist of a 3.5-inch Hot Mix Asphalt (HMA) overlay on portions of 12th Avenue NE, 13th Avenue NE, 2nd Street NE, and 3rd Street NE. The Project also includes a full-depth Portland Cement Concrete (PCC) replacement for portions of 3rd Street NE and 13th Avenue NE. There will also be pavement removal and replacement of select driveways and sidewalks. Portions of storm sewer and subdrain will be installed. Disturbed areas will be seeded as applicable after completion of the Project..

The Project shall be constructed on and along the following segments of street in the City of Oelwein, Fayette County, Iowa:

- 12<sup>th</sup> Avenue NE, from 1<sup>st</sup> Street NE to 3<sup>rd</sup> Street NE
- 13<sup>th</sup> Avenue NE, from 1<sup>st</sup> Street NE to 3<sup>rd</sup> Street NE
- 2<sup>nd</sup> Street NE, from 12<sup>th</sup> Avenue NE to 13<sup>th</sup> Ave NE
- 3<sup>rd</sup> Street NE, from a point approximately 158 feet west of 12<sup>th</sup> Avenue NE to a point approximately 115 feet east of 13<sup>th</sup> Avenue NE

Section 3. It is considered that the properties abutting the above-described segments of street to be improved will be specially benefitted by this improvement and should be specially assessed.

Section 4. It is hereby found and determined that there are now on file in the office of the City Clerk an estimated total cost of the proposed work and a preliminary plat and schedule showing the amount proposed to be assessed to each lot by reason of the Project.

Section 5. This City Council will meet at 6:00 o’clock p.m., on May 11, 2020, electronically via GoToMeeting, at which time and place it will hear the property owners subject to the proposed assessment or assessments and interested parties for or against the Project, its cost, the assessment thereof or the boundaries of the properties to be assessed.

Section 6. Unless a property owner files objections with the City Clerk at the time of the hearing on this resolution of necessity, the property owner shall be deemed to have waived all objections pertaining to the regularity of the proceedings and the legality of using the special assessment procedure.

Section 7. All resolutions, parts of resolutions, or actions of the City Council in conflict herewith are hereby repealed, to the extent of such conflict.

Section 8. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 13, 2020.

\_\_\_\_\_  
Mayor

Attest:

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



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

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

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

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

WHEREAS, an amendment to the urban renewal plan for the Industrial Park Urban Renewal Area has been prepared which describes new urban renewal projects in the Industrial Park Urban Renewal Area related to development agreements; and

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

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

Section 1. This City Council will meet on the 11th day of May, 2020, at \_\_\_\_\_ o'clock \_\_\_m., at which time it will hold a public hearing on the proposed 2020 urban renewal plan amendment for the Industrial Park Urban Renewal Area.

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

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

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

Notice Is Hereby Given: That at \_\_\_\_\_ o'clock \_\_\_\_m., on the 11th day of May, 2020, the City Council of the City of Oelwein, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Industrial Park Urban Renewal Area to describe two urban renewal commercial development projects, including two tax increment rebate agreements with BR Development, LLC, involving a total amount of incremental revenue not to exceed \$700,000.

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

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

Dylan Mulfinger  
City Clerk

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

To fix a date of meeting at which it is proposed to hold a hearing on Development Agreements with BR Development, LLC

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

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

WHEREAS, the City proposes to enter into two agreements (the “Development Agreements”) with BR Development, LLC (the “Company”) in connection with the development of commercial properties located in the Urban Renewal Area; and

WHEREAS, the Development Agreements would each provide property tax incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$350,000 under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This Council shall meet on the 11th day of May, 2020 at \_\_\_\_\_ o’clock p.m., at which time a public hearing will be held on the Development Agreements.

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

NOTICE OF MEETING FOR PUBLIC HEARING ON DEVELOPMENT AGREEMENTS  
WITH BR DEVELOPMENT, LLC

The City Council of the City of Oelwein, Iowa, will meet on the 11th day of May, 2020, at \_\_\_\_\_ p.m., at which time a hearing will be held on two Development Agreements between the City and BR Development, LLC, related to the Company’s development of two parcels of property located in the City’s Industrial Park Urban Renewal Area, with legal descriptions as follows:

Lot 1, Industrial Park Second Addition

Lot 2, Block 1, Industrial Park 1<sup>st</sup> Addition

Each Development Agreement provides for certain property tax incentives in the form of annual appropriation incremental property tax payments in a total amount not exceeding \$350,000, as authorized by Section 403.9 of the Code of Iowa.

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

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

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

Dylan Mulfinger  
City Clerk

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

Passed and approved April 13, 2020.

\_\_\_\_\_  
Mayor

Attest:

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

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

Resolution Establishing Funding for a COVID-19 Emergency Fund  
Using the Downtown Tax Increment Financing District

WHEREAS, the City of Oelwein allocates \$75,000 annually for the Oelwein Downtown Improvement Program, and;

WHEREAS, City Council has the authority to direct those funds toward a downtown emergency funding program to help local businesses that are in need of support during the COVID-19 Pandemic, and;

WHEREAS, City Council would allocate funds based on need and have an application process that is reviewed by staff and recommendations from the, and;

WHEREAS, funding would go to support businesses in the downtown to ensure that they can make it through the increasingly difficult economic situation caused by COVID-19, and;

WHEREAS, this will be a one time program for the city and based on application city council may allocate local option sales tax to increase funds for the program, and;

WHEREAS, Council has the authority to direct those funds toward a downtown emergency funding program to help local businesses that are in need of support during the COVID-19 Pandemic, and;

WHEREAS, the attached application and scoring criteria will aid city council in deciding which business should receive funds, and;

WHEREAS, Council will work on a this program soon to ensure that businesses are supported and continue to be a successful partner in making Oelwein a great place to live, and;

Therefore, be it Resolved by The City Council That, the city of Oelwein is open to receiving applications from downtown businesses to receive assistance during the COVID-19 epidemic.

Passed and approved this day of April 13, 2020

\_\_\_\_\_  
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

M Weber  
Stewart  
Cantrell  
Gerds  
Fisk  
Seeders

Attest:

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

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

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

## CARES Act Assistance for Small Businesses

**Paycheck Protection Program** – The CARES Act establishes the Paycheck Protection Program, a \$350 billion loan program to help small & mid-sized businesses with cash flow during the COVID-19 crisis. If the business maintains their payroll for 8 weeks, the portion of the loan used for covered payroll costs, interest on mortgage obligations, rent, and utilities would be forgiven.

### Who is eligible to receive the loans?

- Businesses with 500 or less employees;
- Businesses that meet current Small Business Administration (SBA) [size standards](#);
- Self-employed individuals and “gig economy” workers;
- Certain nonprofits, including 501(c)(3) organizations and 501(c)(19) veteran organizations; and
- Tribal businesses with under 500 employees.

### What is the size of the loans?

- The maximum loan size is 250% of the employer’s average monthly payroll, or \$10 million (whichever is less).

### What can loans be used for?

- Payroll costs (salary, wages, and payment of cash tips up to annual rate of \$100,000 per employee);
- Continuation of health care benefits during periods of paid sick, medical, or family leave, and insurance premiums;
- Employee salaries, commissions, or similar compensations;
- Payments of interest on mortgage obligations;
- Rent, including rent under lease agreement;
- Utilities; and
- Existing allowable uses under 7(a) program, which includes purchasing inventory, supplies, raw materials, and working capital.

### How does the loan forgiveness work?

- Borrowers are eligible for loan forgiveness equal to the amount they spend on payroll, interest on mortgages, rent, and utilities during the 8-week period after the origination date of the loan.
- The amount forgiven will be reduced proportionally by any reduction in employees retained compared to the prior year, and by any reduction in pay of employee beyond 25% of their prior year compensation. To encourage employers to rehire any employees who have already been laid off, borrowers that re-hire workers previously laid off will not be penalized for having a reduced payroll at the beginning of the period.

### Who makes and approves the loans?

- The loans will be 100% backed by the government, but the authority to make and approve loans is delegated to local banks and credit unions.
- Financial institutions that are already approved 7(a) lenders would be automatically eligible to participate. The bill also directs the Treasury Department to create a streamlined process for becoming an approved lender so more financial institutions can participate.

- Without going through all of SBA's channels, lenders can make determinations on a borrower's eligibility and creditworthiness. Instead of determining the ability for the businesses to repay, lenders will simply determine whether a business was operational on February 15, 2020, and whether it had employees for whom it paid salaries and payroll taxes, or a paid independent contractor.
- SBA will provide lenders with a process fee for servicing the loan. The bill sets lender compensation fees at 5% for loans of not more than \$350,000; 3% percent for loans of more than \$350,000 and less than \$2,000,000; and 1% for loans over \$2,000,000.

What happens to the portion of loan that is not forgiven?

- The remaining balance will maintain a 100% guarantee & have a maturity of not more than 10 years.
- Loan payments are deferred at least six months.
- The maximum interest rate is 4%.

Can businesses receive this and an Economic Injury Disaster Loan?

- Limits borrowers from receiving Paycheck Protection Program (PPP) loan and an SBA Economic Injury Disaster Loan (EIDL) for the same purpose. However, it allows a borrower who has an EIDL loan unrelated to COVID-19 to apply for a PPP loan, with an option to refinance that loan into the PPP loan.

Other Resources in CARES Act:

- **Employee retention credit** – In lieu of the Paycheck Protection Program, employers can opt to receive a refundable payroll tax credit for 50% of wages paid by employers to employees during the COVID-19 crisis. Available to employers with operations that were at least partially suspended because of a shutdown order, or employers who had gross receipts decline at least 50% relative to the same quarter last year.
- **Delay of payment of employer payroll taxes** – Allows employers and self-employed individuals to defer payment of the employer share of the Social Security tax they otherwise are responsible for paying to the federal government with respect to their employees. Deferred tax would be paid in the following two years.
- **Emergency EIDL Grants** – The bill expands eligibility for entities suffering economic harm due to COVID-19 to access SBA's Economic Injury Disaster Loans (EIDL), while also giving SBA more flexibility to process and disperse small dollar loans. The bill would allow businesses that apply for an EIDL expedited access to capital through an Emergency Grant—an advance of \$10,000 within three days to maintain payroll, provide paid sick leave, and to service other debt obligations.
- **Small Business Debt Relief** – The bill requires SBA to pay all principal, interest, and fees on all existing SBA loan products, including 7(a), Community Advantage, 504, and Microloan programs, for six months to provide relief to small businesses negatively affected by COVID-19.

**Oelwein Downtown Business Relief Program Guidelines**

**Explanation**

The City of Oelwein has made funding available in the form of emergency grants to assist small businesses in maintaining or reopening business operations impacted by the COVID-19 virus. Businesses operating in Oelwein Downtown (ma attached), who were directly impacted will be eligible to apply. These funds are to be administered by City of Oelwein following approval through City Council. This assistance is only intended to provide businesses with immediate, short-term cash flow assistance for to ensure the businesses can remain open until state and federal restrictions are lifted. The funds are not to be used to pay debts incurred prior to March 17, 2020. While there is a limited amount of funding available, the city council will do their best to distribute funds to provide temporary assistance amid changes to businesses, including partial or full closure.

**Who is Eligible?**

- Businesses employing under 25 employees prior to March 17, 2020
- Businesses impacted by the COVID-19 virus

**Grant Amounts**

Grants will be made available to Oelwein downtown businesses that fill out complete applications and submit necessary documentation. Applications will be evaluated by city council, with approval/denial contacts being made immediately upon determination. Grant amount will vary and be determined by the level of impact including loss in sales revenue, employees, and financial need of the business. The maximum award will be \$5,000 per business. The goal is to reach as many businesses as possible with the limited amount of funds available. The city has allocated \$75,000 and may do more should there be a larger than anticipated need.

**Application Process**

Along with application form, the applicant needs to submit to City of Oelwein the requested sales summary and statement of impact by the owner.

- Application reviews will happen on an ongoing basis. Applications will be accepted until all available funding is exhausted. First review of all submitted applications will occur the Thursday, April 27 for all applications received by Noon on Thursday, April 22, 2020.
- Following successful review, applicants will be notified, with payments happening on an ongoing basis. It is the intention of the city council to do adequate due diligence to make informed decisions, while also acting in an expedited manner to provide relief to our local businesses. Some funds will be available as soon as April 29, 2020.
- While the City of Oelwein expects applications to exceed available funding, determination will be made on demonstration of financial need, extent of impact and number of employees directly impacted. Criteria may include, but is not limited to: business classification, business type, demonstration of financial need, extent of impact to revenue and other applicable information.



**Notification Process**

Following decision of the committee, applicant will be contacted of decision by a committee member.

**Requested Documentation:**

\_\_\_\_\_ Weekly Sales Summary for the last 6 weeks and from February and March 2019  
(to demonstrate impact)

\_\_\_\_\_ Statement of Economic Impact by Owner (short narrative of impact)

\_\_\_\_\_ Completed Oelwein Downtown Business Relief Program Application

**Contact Information**

All questions, completed applications, etc should be directed to Dylan Mulfinger Oelwein City Hall at the information provided below. It is required of the city that the application process be done in electronic format to the best of our ability given efforts to meet distancing recommendations.

Dylan Mulfinger  
City Administrator  
[dmulfinger@cityofuelwein.org](mailto:dmulfinger@cityofuelwein.org)  
319-283-5440



Does your business have other sources of revenue? Yes  No

ITEM #22.

Yes (If so, explain)

Are there other sources of household income (owner)? Yes  No

Yes (If so, explain)

Do you own your building? Yes  No

Does the owner of the business live in Oelwein? Yes  No

Have you donated to a local community event, charity, or team in the last 12 months? Yes  No

Do you have an existing loan through the City's Revolving Loan Fund? Yes  No

Are you a chamber member? Yes  No

**Statement of Economic Impact by Owner**

To the best of my knowledge, all information provided in this application is accurate.

I understand that: the information will be distributed to Oelwein City Council for consideration, but otherwise will be kept confidential. Information provided may be used in aggregate for tracking purposes, but will never be shared on an individual basis. There is no requirement of follow-up or reporting by the business, but City of Oelwein staff will check in with businesses periodically for updates.

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

Electronic Signatures accepted

**CITY OF OELWEIN  
NOTICE OF HEARING AND INVITATION TO BID  
FOR**

**Oelwein West Water Tower Repainting  
Oelwein, Iowa**

NOTICE IS HEREBY GIVEN:

Sealed proposals will be received by the Deputy City Clerk City of Oelwein, Iowa, in her office at City Hall, 20 Second Avenue SW, Oelwein, Iowa, until 2:00 PM (local time) on May 5, 2020, for the project described as **Oelwein West Water Tower Repainting**, Oelwein, Iowa, as herein after described in general and as described in detail in the Bidding Requirements and Contract Documents for said improvements now on file in the office of the City Clerk.

Proposals will be opened and read at the Oelwein City Hall at 2:00 PM (local time) on May 5, 2020. Proposals will be acted upon by the City Council at a meeting to be held at 6:00 PM on May 11, 2020 in the City Council Chambers, Oelwein, Iowa or at such later time as may be designated at said meeting. At 6:00 PM at said meeting, a hearing will be held on the proposed Bidding Requirements, Contract Documents (drawings and specifications) and Estimate of Cost for said project, and at said hearing any interested person may appear and file objections thereto.

The extent of the work involved is as follows:

- Repair and repainting of the 500,000 gallon West Elevated Water Tank and miscellaneous associated work.

The method of construction shall be by contract in accordance with the Bidding Requirements and Contract Documents for said improvements approved by the Oelwein City Council.

Each proposal shall be made out on a blank form furnished by the City and shall be submitted in a sealed envelope marked, "Oelwein West Water Tower Repainting". Each proposal must be accompanied either by a cashier's check or certified check in the amount of five percent (5%) drawn on an Iowa bank or a bank chartered under the laws of the United States, a Bid Bond or credit union certified share draft in the amount of five percent (5%) of the proposal, drawn on a credit union in Iowa or chartered under the laws of the United States and filed in an envelope separate from the one containing the proposal, made payable to the City of Oelwein, Iowa, and said check or draft may be cashed or the Bid Bond declared forfeited by the City of Oelwein, Iowa as liquidated damages in the event the successful bidder fails to enter into a contract within fifteen (15) days of the Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law and the Specifications.

Payment to the Contractor for said construction will be made in cash from the following sources: Cash from any fund of City of Oelwein, Iowa, which may be legally used for such purposes; proceeds derived from the sale and issuance of Utility Revenue Bonds, or Federal or State grants or loans.

The Contractor will be paid each month Ninety-five Percent (95%) of the Engineer's Estimate of the value of work completed at the end of the preceding month. Final payment will be made no sooner than thirty (30) days after completion of the work and acceptance by the Owner.

The work under the proposed contract shall commence within thirty (30) days of the written "Notice to Proceed". Notice to Proceed shall be issued upon execution of the Agreement by the Contractor with delivery of acceptable bonds and certificate of insurance and execution of the Agreement by the Owner. The work shall commence as soon as possible but no later than June 1, 2021. Contract times for Substantial Completion shall be 120 calendar days and Final Completion shall be 150 calendar days.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor.

The Owner reserves the right to reject any or all proposals and to waive informalities.

The successful bidder will be required to furnish a bond in an amount equal to 100% of the contract price, and said bond to be issued by a responsible surety approved by the Owner and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and the warranty of the materials and workmanship for not less than two (2) years from the time of acceptance of said improvements by the City Council.

Bidding Requirements and Contract Documents governing the construction of the proposed improvements have been prepared by FOX Engineering Associates, Ames, Iowa, which documents and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this Notice and the proposed contract by reference and the proposed contract shall be executed to comply therewith.

The Owner reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) days from the date of receipt of proposals.

Complete digital project bidding documents are available at [www.questcdn.com](http://www.questcdn.com). Prospective bidders may download the digital plan documents at no cost but must input the Quest project cost number **6916490** on the website's project search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, printing, and working with this digital project information. Website registration is necessary to ensure that prospective bidders remain informed of addendum and other essential communications prior to the bid date. If the prospective bidder has a concern about the validity of the digital information downloaded from [www.questcdn.com](http://www.questcdn.com), then prospective bidder shall access the paper copies on file at the Owner's or the Engineer's office to verify the information in question.

Paper copies of said Bidding Requirements and Contract Documents are now on file in the office of the Deputy City Clerk, City Hall, Oelwein, Iowa, for examination by prospective bidders, and prospective bidders may obtain paper copies from FOX Engineering Associates, 414 South 17th Street, Suite 107, Ames, Iowa, 50010. A deposit charge of \$50.00 per set of Bidding Requirements and Contract Documents will be made, all of which will be refunded if returned in reusable condition within 14 days of the Award of Contract. If all documents are not returned in reusable condition and within 14 days, the deposit shall be forfeited.

Published by order of the City Council of Oelwein, Iowa

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

ITEM #23.



PROPOSED FINISH COLOR



CITY LOGO



OELWEIN WEST ELEVATED WATER TANK  
FINAL COATING CITY LOGO

62

FIGURE: D

REVISION	NO.	DATE
DRAWN JAK	PROJECT NO. 3406-19A	DATE 1-23-2020



**Alliant Energy  
CUSTOMER PROPOSAL**

248  
11S - 132

2020-02-26T15:10:31.048Z  
**Dylan Mulfinger**  
400 4th St NE  
Oelwein, IA 50662  
3/3/2020, 10:28:52 AM

Dear Dylan Mulfinger,

Lime Energy is pleased to present this Project Summary for the equipment survey performed at your facility by Michelle Anderson on 3/3/2020.

The Project Summary outlines your facility's energy-saving opportunity(s) in the *Small Business Energy Solutions program*. To encourage your business to install more energy-efficient equipment, this program will pay a substantial portion of the project costs directly to the participating contractor on your behalf. The amount paid to the contractor is based on the amount of kilowatt-hours saved by your project. Your investment in the project costs will not exceed the amount listed as Customer Cost in the Project Savings Section.

Pre- and post-installation inspections may be conducted as a part of the program. I will coordinate this with you, so that it is scheduled at your convenience. You are not obligated to pay your portion of the project cost until installation is completed and verified.

Right to Cancel:

You have three days after you receive a printed or emailed copy of this Project Summary from the Participating Contractor to cancel this agreement. If you have any questions related to the program, the installation, or need to cancel this agreement contact the contractor or a program representative at 1-866-857-8782 or [alliantsbes@CLEARresult.com](mailto:alliantsbes@CLEARresult.com).

Attached please find the Project Savings Summary, Scope of Work, and Terms and Conditions.

Sincerely,  
**Michelle Anderson**



**Oelwein Family Aquatics**  
400 4th St NE,  
Oelwein, IA, 50662  
319-283-5440  
dmulfinger@cityofuelwein.org

02-26-2020

Dear Dylan,

**Congratulations** your business qualifies for our pay through savings program!  
Here's what we are going to do for you:

- Upgrades to **57 interior fixtures** to quality commercial grade LED lighting
- **100% Maintenance** coverage provided for up to 7 years
- **\$0** out-of-pocket cost
- An estimated annual energy cost savings of **\$1,589.43**
- An estimated lifetime energy cost savings of **\$8,609.43**
- Turnkey service, **we pay for everything upfront** from the material cost to installation cost
- Improved safety & security, Improved work environment, Increased Profitability

*10 yrs EXT.*

**Sincerely,**  
**Mark Vinsand**  
www.lime-energy.com  
15 North First Street,  
Belleville, IL, 62220  
319 800 5122  
Mark.Vinsand@Lime-Energy.com





# What Happens Next?

By participating in Lime Energy's Name-NG, your business has the opportunity to save energy and improve your bottom line. Our team's goal is to ensure the process of saving energy is hassle free and effortless.

## 1 Preparation

Once the attached Energy Savings Agreement below is executed, your Project is set up and the energy conservation measures ("ECMs") are ordered. Based on the availability of the new ECMs and the size of your Project, orders typically arrive within 3-6 weeks.

## 2 Installation

Once the ECMs arrive and the Company has obtained all necessary approvals for the Work, the Company will call and schedule a convenient installation date on which Work will begin on your Project (the "Installation Date"). The day prior to your scheduled Installation Date, the Company will contact you to confirm the appointment. On the Installation Date, the Company will review the Scope of Work and safety requirements with you, and proceed to perform the Work with as minimal an impact as possible to your operations. Make sure that your lights are accessible by ladder or lift before the date of your installation.

## 3 Completion

Upon Completion of the Work, the Company will deliver to you a Completion Notice to sign affirming that the Project was completed per the terms of this Energy Savings Agreement and that you are completely satisfied.

# Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, contact us anytime at:

Phone No:

# Energy Savings Agreement

This Energy Savings Agreement constitutes a contract between the individual or entity listed below in the box labeled Customer and Lime Energy Services Co. (each a "Party" and together the "Parties"). By signing below, the Customer agrees to the terms and conditions set forth herein and in the above Proposal and the Terms and Conditions below, which are incorporated herein by reference. This Energy Savings Agreement and the Proposal will expire if Customer does not execute and return this Energy Savings Agreement to Company within 45 days from the date provided on the first page above.

Customer and Company agree, as of [\_\_\_\_\_] (the "Effective Date"), as follows:

1. The Company hereby undertakes to design, procure, install and commission the energy conservation measures as specified in Section 3, Scope of Work, above (the "ECMs") and complete the Work as set forth herein and in the Terms and Conditions.
2. The ECMs will be used in the operation of Customer's business and will not be used for personal, family, or household use.
3. The ECMs shall become the sole and exclusive property of the Customer following completion of the Work and delivery by Customer of the fully executed Completion Form set forth in Exhibit A.
4. The Customer shall pay to the Company on a monthly basis following the "Project Completion Date" for 55 months (the "Term") an amount equal to the Energy Savings Estimate Payment shall be paid through ACH payment initiated by the Company on the tenth or later date following delivery of the Savings Statement, as described in Payment Information below.
5. Notwithstanding anything to the contrary set forth herein, upon thirty (30) days' prior written notice by the Customer to the Company, the Customer may prepay and terminate this Agreement upon the payment to the Company of the Energy Savings Estimate payment set forth in Paragraph 6 above multiplied by the number of months remaining in the Term.
6. In the event of the sale of the Facility, the parties agree that this Agreement may be assumed by the new owner upon the prior written consent of the Company. If such new owner and/or the Company shall not enter into an assumption of this Agreement, this agreement shall be terminated by the Customer and the Company shall be compensated for the unexpired portion of this Agreement.
7. Payment of such amount shall be made to the Company within thirty (30) days of the termination date in Section 6, and if not so paid shall bear interest at the rate of 1.5% per month.
8. This Agreement is subject to the Proposal and the Terms and Conditions, which are incorporated herein by reference.

**By signing, the Customer authorizes that the hours provided above are accurate for the establishment that this proposal was created for. A Third-Party Evaluator may contact the Customer to verify the provided hours of operation. If it is found that the hours differ, it may impact the incentive given for the project by Lime NG.**

Customer	Company
<b>Name:</b> Dylan Mulfinger, Oelwein Family Aquatics	<b>Name:</b> Mark Vinsand
<b>Title:</b>	<b>Title:</b>
<b>Address:</b> 400 4th St NE, Oelwein, IA, 50662	<b>Address:</b> 15 North First Street, Belleville, IL, 62220
<b>Telephone/Fax:</b> 319-283-5440	<b>Telephone/Fax:</b> 319 800 5122
<b>Email:</b> dmulfinger@cityofuelwein.org	<b>Email:</b> Mark.Vinsand@Lime-Energy.com
<b>Signature:</b>	<b>Signature:</b>
<b>Execution Date:</b>	<b>Execution Date:</b>

**CERTIFICATION STATEMENT:** Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially Responsible for payment of the utility bill for the utility Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

# Payment Information

Date:

Project Number:

Participating Business Name:

Contact Info:

Facility Name:

Facility Address:

Billing Address:

Thank you for allowing Lime Energy Services Co. ("Lime") to assist you with your energy efficiency project. We want to make the process paying invoices of making payments under your payment plan as easy as possible for each customer. We offer multiple ways to pay.

**MAKING PAYMENTS:** You have a number of ways to make your payments to Lime. These payment methods will depend upon the billing option that you chose in your Program Agreement or Energy Savings Agreement. Your selection will be shown on your Project Completion Form.

**LUMP SUM PAYMENTS:** If you elected to pay Lime in a lump sum, you have a number of ways of making your payment. You will be invoiced by Lime for the amount due. Payments can be made using:

- A Paper Check: Mail your check to the following address and include your Project Number in the memo line. Lime Accounts Receivable Department  
100 Mulberry Street, 4 Gateway Center, 4th Floor  
Newark, NJ 07102
- Lime's Online Payment Portal: You can set up a payment by credit or debit card, or an ACH transfer from your bank account using Lime's Payment Portal, available at [www.paylime.com](http://www.paylime.com).
- Lime's Payment by Phone Service: You can call Lime to set up a payment by credit or debit card, or an ACH transfer from your bank account. To make payment arrangements by phone, please call 1-833-PAY-LIME or (1-833-729-5463) during normal customer service hours (9:00 a.m. ET to 5:00 p.m. ET, each business day).

**PAYMENT PLANS:** If you elected to pay Lime under a payment plan, the terms of that payment plan are contained in your Program Agreement or Energy Savings Agreement. The payment plan you selected will be shown on the Project Completion Form. You are responsible for making all payments under the Program Agreement or Energy Savings Agreement. If you use the Lime Payment Portal, invoices may be posted in the Portal. Lime will not separately invoice you for each payment under your payment plan. To make your payments under the payment plan you should use:

- **Lime's Online Payment Portal:** Visit Lime's Payment Portal at [www.paylime.com](http://www.paylime.com). Through the portal, you can set up one time or recurring payments from your bank account. You can also set up one time or recurring payments from your credit or debit card.
- **Lime's Payment by Phone Service:** You can call Lime to set up a payment by credit or debit card, or an ACH transfer from your bank account. To make payment arrangements by phone, please call 1-833-PAY-LIME or (1-833-729-5463) during normal customer service hours (9:00 a.m. ET to 5:00 p.m. ET, each business day).
- **Late or Missed Payment:** If a payment under a payment plan is more than 15 days past due, on day 16, Lime may terminate your payment plan, and will invoice you immediately for the Lump Sum amount shown in your AGREEMENTS (as defined below). The Lump Sum amount, less any amounts you previously paid, will be due as set forth in the terms applicable to Lump Sum payments in the Program Agreement or Energy Savings Agreement.
- **Ongoing Late or Missed Payments:** If you fail to make three payments by the date that they are due, Lime may terminate your payment plan, and will invoice you immediately for the Lump Sum amount shown in your AGREEMENTS. The Lump Sum amount, less any amounts you previously paid, will be due as set forth in the terms applicable to Lump Sum payments in the Program Agreement or Energy Savings Agreement.

- **Terminating Payment Authorizations:** If you terminate a payment authorization and do not make alternative payment arrangements with Lime prior to the next payment due date, Lime may terminate your payment plan, and will invoice you immediately for the Lump Sum amount shown in your Agreements, less any amounts you previously paid. The Lump Sum amount, less any amounts you previously paid, will be due as set forth in the terms applicable to Lump Sum payments in the Program Agreement or Energy Savings Agreement.
- **Prepayment:** You may prepay any amounts due under a payment plan at any time without any fees or penalties. If you would like to prepay any amounts due under a payment plan, please use the Lime Payment Portal, [www.paylime.com](http://www.paylime.com), or by calling 1-833-PAY-LIME or (1-833-729-5463) during normal customer service hours (9:00 a.m. ET to 5:00 p.m. ET, each business day).

All electronic payments are subject to the following Payment Terms and Conditions:

- By arranging electronic payments, you hereby represent that you authorize Lime Energy Services Co., its agents, successors, and assigns, hereinafter called "we," "us," or "Company" to initiate debit entries to your card or bank account, at the bank or credit union you designate. You represent that you are an authorized signer on the account or card that you provide for payment. You further authorize us to debit your card or account for each payment owing under your Project Proposal, the Program Participation Agreement (including any payment plan terms), the Energy Savings Agreement (including any payment plan terms), and the associated Project Completion Form (collectively, the "AGREEMENTS," which incorporate any change orders or changes incorporated in the Project Completion Form). Your authorization will include the right to debit your card or account for all amounts due under the AGREEMENTS (or such lesser or greater amount as may be owing) including any returned payment charge, insufficient funds charge, or other amounts owing under the AGREEMENTS because of your default. You acknowledge that the origination of debits to your card or account must comply with the provisions of U.S. law and the various network rules.
- You understand and acknowledge that you may terminate an electronic payment authorization by notifying us in such time and manner as to afford us and your bank/credit union a reasonable opportunity to act on it. In no event will we be able to terminate an authorization with less than five (5) days' notice. Any revocation will have no effect on payments previously made.
- **IF YOU ELECT TO TERMINATE A PAYMENT AUTHORIZATION WITHOUT PROVIDING UPDATED PAYMENT INFORMATION TO COMPANY, YOU WILL BE IMMEDIATELY INVOICED FOR THE LUMP SUM PAYMENT AMOUNT SHOWN IN THE AGREEMENTS, LESS ANY AMOUNTS YOU PREVIOUSLY PAID.**
- For payments you arrange electronically, you understand that because these are electronic transactions, these funds may be withdrawn from your account or card as soon as the listed payment date. In the case of an ACH transaction being rejected for Non-Sufficient Funds ("NSF") I understand that Lime may, at its discretion, attempt to process the charge again within thirty (30) days, and agree to an additional \$50.00 charge (or the maximum amount allowed by your state's law) for each attempt returned for NSF which will be initiated as a separate transaction from the authorized recurring payment.
- **A RETURNED PAYMENT FEE OF \$50.00 WILL BE CHARGED IF ANY PAYMENT IS RETURNED AS UNPAID, DISHONORED, OR DUE TO INSUFFICIENT FUNDS.**

# TERMS & CONDITIONS

ITEM #26.

### Disclaimer:

The selection of a participating contractor to perform work is the sole decision of the property owner, customer, and/or authorized lessee/occupant. Inclusion of a contractor in the program's participating contractor list does not constitute an endorsement of any product, individual, or company by Alliant Energy or any CLEAResult company. Work performed by a participating contractor is not guaranteed or subject to any representation or warranty, either expressed, implied or otherwise, by either the Interstate Power and Light Company (IPL), an Alliant Energy Company, its affiliates, or any CLEAResult company. Neither Alliant Energy or any CLEAResult company makes any guarantee, other representation or warranty, expressed, implied or otherwise, as to the quality, cost, or effectiveness of product(s) provided or work(s) performed by a participating contractor, participating contractor employees, subcontractors, or suppliers. Project costs and incentive amounts noted in this Project Summary are estimates, and under all circumstances are subject to validation from Small Business Energy Solutions program administrators prior to being authorized to begin construction. Incentives are issued on a first-come, first-served basis. Incentives are offered until approval funds are exhausted or through December 31, 2020, whichever comes first. Submission of signed project proposal does not guarantee payment. Alliant Energy reserves the right to modify or end this program at any time without prior notice. Energy efficiency gains are subject to a number of variable conditions and circumstances. While it is the intent of the program to achieve energy efficiencies, neither Alliant Energy or any CLEAResult company guarantees or warrants that any specific energy efficiency gains will be achieved for a particular customer under the program. Because a facility's energy use is impacted by multiple factors, energy savings may not be immediately apparent. For lighting projects, in addition to reduced energy costs, a high-efficiency lighting improvement project will typically result in improved lighting quality and consistency, and reduced maintenance costs.

**CUSTOMER ACKNOWLEDGEMENT:** I acknowledge that by signing below I commit to having the energy efficient equipment installed that is specified in the Scope of Work. I agree to allow inspection of the installation if requested by the program representative. I agree to pay the participating contractor the Customer Costs specified in the Project Savings Summary. I acknowledge that I have read and understand the above disclaimer.

Customer Name: Dylan Mulfinger  
Customer Company Name: Oelwein Family Aquatics Center

Customer Signature:

**CONTRACTOR ACKNOWLEDGEMENT:** I acknowledge that by signing below I have committed to providing the equipment installation specified in this Scope of Work to industry best practice standards. In addition I will provide a written warranty of labor and materials for a minimum of one year from the date the service is performed. Installed equipment will carry manufacturer's warranty, including optional extended warranty coverage. All equipment installed has received ENERGY STAR® qualification or DesignLights Consortium™ qualification. I will not charge any amount higher than the Customer Costs outlined in the Project Savings Summary.

Contractor Name: Michelle Anderson

Contractor Signature:

While the contractor is solely liable for all work performed and associated with this project, representatives from Alliant Energy are available to assist you by answering questions or addressing your concerns regarding the program or this project.

If you have any questions related to the program, the installation, or need to cancel this agreement contact the Participating Contractor or a program representative at 1-866-857-8782 or [alliantsbes@CLEAResult.com](mailto:alliantsbes@CLEAResult.com).

Review other rebate offerings from Alliant Energy at [www.alliantenergy.com/rebates](http://www.alliantenergy.com/rebates).



ITEM #26.

602  
357.244

**Alliant Energy**  
**CUSTOMER PROPOSAL**

2020-02-26T14:55:00.897Z

**Dylan Mulfinger**  
201 E. Charles St  
Oelwein, IA 50662  
3/3/2020, 10:26:59 AM

Dear Dylan Mulfinger,

Lime Energy is pleased to present this Project Summary for the equipment survey performed at your facility by Michelle Anderson on 3/3/2020.

The Project Summary outlines your facility's energy-saving opportunity(s) in the *Small Business Energy Solutions program*. To encourage your business to install more energy-efficient equipment, this program will pay a substantial portion of the project costs directly to the participating contractor on your behalf. The amount paid to the contractor is based on the amount of kilowatt-hours saved by your project. Your investment in the project costs will not exceed the amount listed as Customer Cost in the Project Savings Section.

Pre- and post-installation inspections may be conducted as a part of the program. I will coordinate this with you, so that it is scheduled at your convenience. You are not obligated to pay your portion of the project cost until installation is completed and verified.

Right to Cancel:

You have three days after you receive a printed or emailed copy of this Project Summary from the Participating Contractor to cancel this agreement. If you have any questions related to the program, the installation, or need to cancel this agreement contact the contractor or a program representative at 1-866-857-8782 or [alliantsbes@CLEARresult.com](mailto:alliantsbes@CLEARresult.com).

Attached please find the Project Savings Summary, Scope of Work, and Terms and Conditions.

Sincerely,  
**Michelle Anderson**

**Oelwein Public Library**

201 E. Charles St.,  
Oelwein, IA, 50662  
319-283-5440  
dmulfinger@cityfoelwein.org

02-26-2020

## Dear Dylan,

**Congratulations** your business qualifies for our pay through savings program!

Here's what we are going to do for you:

- Upgrades to **160 interior fixtures** to quality commercial grade LED lighting
- **100% Maintenance** coverage provided for up to 7 years
- **\$0** out-of-pocket cost
- An estimated annual energy cost savings of **\$2,935.89**
- An estimated lifetime energy cost savings of **\$15,902.75**
- Turnkey service, **we pay for everything upfront** from the material cost to installation cost
- Improved safety & security, Improved work environment, Increased Profitability

Sincerely,

**Mark Vinsand**

www.lime-energy.com

15 North First Street,

Belleville, IL, 62220

319 800 5122

Mark.Vinsand@Lime-Energy.com





# What Happens Next?

By participating in Lime Energy's Name-NG, your business has the opportunity to save energy and improve your bottom line. Our team's goal is to ensure the process of saving energy is hassle free and effortless.

## 1 Preparation

Once the attached Energy Savings Agreement below is executed, your Project is set up and the energy conservation measures ("ECMs") are ordered. Based on the availability of the new ECMs and the size of your Project, orders typically arrive within 3-6 weeks.

## 2 Installation

Once the ECMs arrive and the Company has obtained all necessary approvals for the Work, the Company will call and schedule a convenient installation date on which Work will begin on your Project (the "Installation Date"). The day prior to your scheduled Installation Date, the Company will contact you to confirm the appointment. On the Installation Date, the Company will review the Scope of Work and safety requirements with you, and proceed to perform the Work with as minimal an impact as possible to your operations. Make sure that your lights are accessible by ladder or lift before the date of your installation.

## 3 Completion

Upon Completion of the Work, the Company will deliver to you a Completion Notice to sign affirming that the Project was completed per the terms of this Energy Savings Agreement and that you are completely satisfied.

# Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, contact us anytime at:

Phone No:

# Energy Savings Agreement

This Energy Savings Agreement constitutes a contract between the individual or entity listed below in the box labeled Customer and Lime Energy Services Co. (each a "Party" and together the "Parties"). By signing below, the Customer agrees to the terms and conditions set forth herein and in the above Proposal and the Terms and Conditions below, which are incorporated herein by reference. This Energy Savings Agreement and the Proposal will expire if Customer does not execute and return this Energy Savings Agreement to Company within 45 days from the date provided on the first page above.

Customer and Company agree, as of [\_\_\_\_\_] (the "Effective Date"), as follows:

1. The Company hereby undertakes to design, procure, install and commission the energy conservation measures as specified in Section 3, Scope of Work, above (the "ECMs") and complete the Work as set forth herein and in the Terms and Conditions.
2. The ECMs will be used in the operation of Customer's business and will not be used for personal, family, or household use.
3. The ECMs shall become the sole and exclusive property of the Customer following completion of the Work and delivery by Customer of the fully executed Completion Form set forth in Exhibit A.
4. The Customer shall pay to the Company on a monthly basis following the "Project Completion Date" for 55 months (the "Term") an amount equal to the Energy Savings Estimate Payment shall be paid through ACH payment initiated by the Company on the tenth or later date following delivery of the Savings Statement, as described in Payment Information below.
5. Notwithstanding anything to the contrary set forth herein, upon thirty (30) days' prior written notice by the Customer to the Company, the Customer may prepay and terminate this Agreement upon the payment to the Company of the Energy Savings Estimate payment set forth in Paragraph 6 above multiplied by the number of months remaining in the Term.
6. In the event of the sale of the Facility, the parties agree that this Agreement may be assumed by the new owner upon the prior written consent of the Company. If such new owner and/or the Company shall not enter into an assumption of this Agreement, this agreement shall be terminated by the Customer and the Company shall be compensated for the unexpired portion of this Agreement.
7. Payment of such amount shall be made to the Company within thirty (30) days of the termination date in Section 6, and if not so paid shall bear interest at the rate of 1.5% per month.
8. This Agreement is subject to the Proposal and the Terms and Conditions, which are incorporated herein by reference.

**By signing, the Customer authorizes that the hours provided above are accurate for the establishment that this proposal was created for. A Third-Party Evaluator may contact the Customer to verify the provided hours of operation. If it is found that the hours differ, it may impact the incentive given for the project by Lime NG.**

Customer	Company
<b>Name:</b> Dylan Mulfinger, Oelwein Public Library	<b>Name:</b> Mark Vinsand
<b>Title:</b>	<b>Title:</b>
<b>Address:</b> 201 E. Charles St., Oelwein, IA, 50662	<b>Address:</b> 15 North First Street, Belleville, IL, 62220
<b>Telephone/Fax:</b> 319-283-5440	<b>Telephone/Fax:</b> 319 800 5122
<b>Email:</b> dmulfinger@cityofuelwein.org	<b>Email:</b> Mark.Vinsand@Lime-Energy.com
<b>Signature:</b>	<b>Signature:</b>

<b>Execution Date:</b>	<b>Execution Date:</b>
------------------------	------------------------

**CERTIFICATION STATEMENT:** Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially Responsible for payment of the utility bill for the utility Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

# Payment Information

Date:

Project Number:

Participating Business Name:

Contact Info:

Facility Name:

Facility Address:

Billing Address:

Thank you for allowing Lime Energy Services Co. ("Lime") to assist you with your energy efficiency project. We want to make the process paying invoices of making payments under your payment plan as easy as possible for each customer. We offer multiple ways to pay.

**MAKING PAYMENTS:** You have a number of ways to make your payments to Lime. These payment methods will depend upon the billing option that you chose in your Program Agreement or Energy Savings Agreement. Your selection will be shown on your Project Completion Form.

**LUMP SUM PAYMENTS:** If you elected to pay Lime in a lump sum, you have a number of ways of making your payment. You will be invoiced by Lime for the amount due. Payments can be made using:

- A Paper Check: Mail your check to the following address and include your Project Number in the memo line. Lime Accounts Receivable Department  
100 Mulberry Street, 4 Gateway Center, 4th Floor  
Newark, NJ 07102  
  
Lime's Online Payment Portal: You can set up a payment by credit or debit card, or an ACH transfer from your bank account using Lime's Payment Portal, available at [www.paylime.com](http://www.paylime.com).
- Lime's Payment by Phone Service: You can call Lime to set up a payment by credit or debit card, or an ACH transfer from your bank account. To make payment arrangements by phone, please call 1-833-PAY-LIME or (1-833-729-5463) during normal customer service hours (9:00 a.m. ET to 5:00 p.m. ET, each business day).

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- **Lime's Online Payment Portal:** Visit Lime's Payment Portal at [www.paylime.com](http://www.paylime.com). Through the portal, you can set up one time or recurring payments from your bank account. You can also set up one time or recurring payments from your credit or debit card.
- **Lime's Payment by Phone Service:** You can call Lime to set up a payment by credit or debit card, or an ACH transfer from your bank account. To make payment arrangements by phone, please call 1-833-PAY-LIME or (1-833-729-5463) during normal customer service hours (9:00 a.m. ET to 5:00 p.m. ET, each business day).
- **Late or Missed Payment:** If a payment under a payment plan is more than 15 days past due, on day 16, Lime may terminate your payment plan, and will invoice you immediately for the Lump Sum amount shown in your AGREEMENTS (as defined below). The Lump Sum amount, less any amounts you previously paid, will be due as set forth in the terms applicable to Lump Sum payments in the Program Agreement or Energy Savings Agreement.
- **Ongoing Late or Missed Payments:** If you fail to make three payments by the date that they are due, Lime may terminate your payment plan, and will invoice you immediately for the Lump Sum amount shown in your AGREEMENTS. The Lump Sum amount, less any amounts you previously paid, will be due as set forth in the terms applicable to Lump Sum payments in the Program Agreement or Energy Savings Agreement.

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- You understand and acknowledge that you may terminate an electronic payment authorization by notifying us in such time and manner as to afford us and your bank/credit union a reasonable opportunity to act on it. In no event will we be able to terminate an authorization with less than five (5) days' notice. Any revocation will have no effect on payments previously made.
- **IF YOU ELECT TO TERMINATE A PAYMENT AUTHORIZATION WITHOUT PROVIDING UPDATED PAYMENT INFORMATION TO COMPANY, YOU WILL BE IMMEDIATELY INVOICED FOR THE LUMP SUM PAYMENT AMOUNT SHOWN IN THE AGREEMENTS, LESS ANY AMOUNTS YOU PREVIOUSLY PAID.**
- For payments you arrange electronically, you understand that because these are electronic transactions, these funds may be withdrawn from your account or card as soon as the listed payment date. In the case of an ACH transaction being rejected for Non-Sufficient Funds ("NSF") I understand that Lime may, at its discretion, attempt to process the charge again within thirty (30) days, and agree to an additional \$50.00 charge (or the maximum amount allowed by your state's law) for each attempt returned for NSF which will be initiated as a separate transaction from the authorized recurring payment.
- **A RETURNED PAYMENT FEE OF \$50.00 WILL BE CHARGED IF ANY PAYMENT IS RETURNED AS UNPAID, DISHONORED, OR DUE TO INSUFFICIENT FUNDS.**

# TERMS & CONDITIONS

ITEM #26.

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**CUSTOMER ACKNOWLEDGEMENT:** I acknowledge that by signing below I commit to having the energy efficient equipment installed that is specified in the Scope of Work. I agree to allow inspection of the installation if requested by the program representative. I agree to pay the participating contractor the Customer Costs specified in the Project Savings Summary. I acknowledge that I have read and understand the above disclaimer.

Customer Name: Dylan Mulfinger  
Customer Company Name: Oelwein Public Library

Customer Signature:

**CONTRACTOR ACKNOWLEDGEMENT:** I acknowledge that by signing below I have committed to providing the equipment installation specified in this Scope of Work to industry best practice standards. In addition I will provide a written warranty of labor and materials for a minimum of one year from the date the service is performed. Installed equipment will carry manufacturer's warranty, including optional extended warranty coverage. All equipment installed has received ENERGY STAR® qualification or DesignLights Consortium™ qualification. I will not charge any amount higher than the Customer Costs outlined in the Project Savings Summary.

Contractor Name: Michelle Anderson

Contractor Signature:

While the contractor is solely liable for all work performed and associated with this project, representatives from Alliant Energy are available to assist you by answering questions or addressing your concerns regarding the program or this project.

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Review other rebate offerings from Alliant Energy at [www.alliantenergy.com/rebates](http://www.alliantenergy.com/rebates).



**Parks / Cemetery / Aquatics / Campground**

Park and Recreation [www.cityfoelwein.org](http://www.cityfoelwein.org)

**Tree Spading**

Mayor and Council,

With the help of the Oelwein Tree Board, the City plans to spade the trees planted at the tree nursery at Woodlawn Cemetery. These nursery trees were planted many years ago and have been too large for City equipment to move for a long time. The trees are 3”- 4” caliper trees that stand approximately 20’ tall and have a canopy of 15’ in diameter. The Tree Board organized a sale and sold 68 trees to community members at a cost of \$200 per transplant. Funds left over from the sale will be used for planting trees in parks and street boulevards. We recommend accepting the lower bid from Tree Tender Transplanting Service for the price of \$165 per tree, for an amount not to exceed \$11,220

**Lloyd Brown**  
Tree Tender Transplanting Service  
2007 Baxter Ave  
Jesup, IA 50648

**\$165 per tree**

**Dierks Tree Transplant Inc**  
9128 W Cedar Wapsie Rd,  
Cedar Falls, IA 50613

**\$200 - \$250 per tree**

Joshua Johnson MA  
Oelwein Park Superintendent  
319-283-5440 – City Hall  
319-283-0544 – Cell



OELWEIN POLICE DEPARTMENT  
CITY OF OELWEIN, IOWA



MEMORANDUM

**FROM:** Jeremy P. Logan, Chief of Police

**DATE:** March 24, 2020

**TO:** City Administrator Dylan Mulfinger – Mayor Brett DeVore – Oelwein City Council

**SUBJECT:** Dispatch Upgrade – Cost Increase

During the January 9, 2020, weekly update, council was advised of some adjustments in the grant funding and overall project for the Oelwein Public Safety 911 Communications Center. As a reminder, we were previously approved for \$140,000 to upgrade the critical components or the “brains” of the dispatch console and 911 answering system. With the discovery that some of the hardware and software was older than originally thought by the state, the costs for the project increased. We were able to secure an additional \$43,000 from the state to bring the total funding from the state to \$183,000.

In order for the new system to coordinate with our present in-house phone system, the in-house system has to be brought current on firmware and software licensing. The quote received for this tasks is \$6,455.00. The state will not cover this portion of the project and we were not told of this possibility until now.

The option is there to not interface the systems together. If that is the option that is selected, the following features would be lost:

- The ability for Dispatching to answer & manage admin Calls on the call taking screen. This includes, call in, call out, answer, park, hold, and transfer of admin calls.
- Ability for the new 911 system to make outbound phone calls. If the PSAP has a dropped or lost 911 call, the PSAP must wait for Caller to call back through the CT system to continue call, or the dispatcher would have to use desk phone to call number to re-engage caller.
- IRR (Instant Record Reply) – Admin calls would not be able to be instantly replayed for dispatch. This feature is utilized to verify information provided or that was difficult to hear/understand.
- MIS Reporting Connection – Would not be able to run reports on admin call.

These features are paramount for the safe and proper utilization of a 911 call center. I would respectfully seek approval for the \$6,455.00 for this project.



To: Mayor and City Council

From: Dylan Mulfinger

Subject: Administrator's Council Agenda Memo

Date: 4/13/2020

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**Consent Agenda**

2. Consideration of a motion approving the March 23, 2020 Council Minutes
3. Consideration of a motion approving minutes from the March 18, 2020 Special Council Meeting
4. Consideration of a motion approving a Class 'C' Liquor, Outdoor Service and Sunday Sales Renewal for Leo's Italian Restaurant
5. Consideration of a motion approving a Class 'E' Liquor and Sunday Sales renewal for Pirillo Beverage
6. Consideration of a motion approving a Class 'E' Liquor, Class 'C' Beer and Sunday Sales renewal for Casey's General Store #2682
7. Consideration of a motion approving a Class 'B' Beer Permit for Pizza Hut #4340
8. Consideration of a motion approving Pay Request No. 16 in the amount of 10,737.81 from Portzen Construction for work completed on Disinfection and 42 Well Improvements Project
  1. Work on the 42 Well is warpping up with the next agenda items to come being the closure of the project. The City Administrator recommends approving the payment.
9. Consideration of a motion approving Pay Request No. 4 to Heartland Asphalt in the amount of \$28,993.60 for work completed on Paving Connector Taxiway to Runway 13 End Project
  1. All that is left for this project is seeding. The City Administrator recommend approving this payment.
10. Consideration of a motion approving Pay Request to Kirvan Enterprises in the amount of \$25,550.00 for work completed on CDBG Owner Occupied Housing Project

**Resolutions**

11. Consideration of a Resolution Approving Temporary Closures in an Effort to Prevent the Spread of COVID-19
  1. The city has closed down several facilities to ensure that the spread of COVID-19 pandemic is limited. These closures have helped reduce the amount of public spaces open and ensured that city staff are save. The City Administrator recommends approving the resolution.
12. Consideration of a Resolution Adopting a Temporary Limited Staffing Policy due to COVID-19
  1. This policy allows for departments to limit the amount of staff in their departments. The city has been working on allowing employees to work from home to limit the spread of COVID-19. Any employee that is not at work is working from home at this time. Should the pandemic become



widespread, the limited staffing polices allows the administrator to limit employees at work to ensure that essential services are still provided. The City must continue to provide public safety, water, and wastewater services. The City Administrator recommends approving this resolution.

13. Consideration of a Resolution Adopting a Temporary Work from Home Policy due to COVID-19
  1. The City has set up some employees with the ability to work from home to limit social interaction and the spread of COVID-19. The work from home policy sets out requirements and expectations for employees working from home. Working from home has been a useful tool for employees during the pandemic and helps limit social interactions in city facilities. The City Administrator recommends approving this resolution.
  
14. Consideration of a Resolution Adopting a Temporary Employee Leave Policy Due to COVID-19
  1. The city must follow the new policies put in place by the federal government. It is my recommendation to provide additional leave to employees during this pandemic. I recommend adding 80 hours on top of the new FMLA leave stated below. This will provide comfort to employees during this pandemic and assure them that the city understands the severity of the current situation. This benefit will only be used during this pandemic. This will also ensure that employees do not exhaust all of their leave time as the foreseeable future will be difficult to navigate after the pandemic.
    - a. Employee Time
      - i. Eligible full-time employees are entitled to two weeks (80 hours) of fully paid time off to self-quarantine, seek a diagnosis or preventive care, or receive treatment for COVID-19. After this leave, employees would use leave in this order; sick, compensatory time, personal days, vacation. Regular FMLA may run concurrently with other forms of leave.
    - b. Employee Family Time
      - i. Eligible full-time employees are entitled to two weeks (80 hours) paid time off at two-thirds of their regular pay to care for a family member or to care for a child whose school has closed, or if their child care provider is unavailable due to COVID-19. After this leave, employees would use leave in this order; emergency sick, compensatory time, personal days, vacation. Regular FMLA may run concurrently with other forms of leave.
    - c. Employee Childcare
      - i. Eligible full-time employees and part-time employees are entitled to 12 weeks of job-protected leave to take





care for their children in the event of a school closure or their childcare provider is unavailable due to COVID-19.

- ii. The 12 weeks of job-protected leave include two weeks of unpaid leave, followed by 10 weeks of paid leave. Eligible employees may elect or be required to overlap the initial two weeks of unpaid leave with two weeks of other paid leave they have available. Eligible employees will receive a benefit from their employers that will be no less than two-thirds of the employee's usual pay. After this leave, employees would use leave in this order; emergency sick, compensatory time, personal days, vacation. Regular FMLA may run concurrently with other forms of leave.

2. The City Administrator recommends approving this Resolution.

15. Consideration of a Resolution Temporarily Suspending Fees and Modifying City Procedures for Utility Bill Payments

- 1. The city has not shutoff water that was scheduled to be shutoff in March. The Governor has directed utilities to leave their services on during this pandemic. Council will have the option to make temporary changes to the utility bill.
  - a. No fees for late payments
  - b. No fees for shut offs (door tags)
    - i. The city normally charges \$50 for a door tag, we charge \$25 for the shutoff and \$25 for the turn on
  - c. No fees for paying online
    - i. The city would absorb this fee until the end of the pandemic

2. The City Administrator recommends approving this resolution.

16. Consideration of a Resolution assigning a 2002 agreement with D & W Railroad and the City of Oelwein to Iowa Northern Railway Company

- 1. The D&W railroad sold their lines to Iowa Northern. The city had an agreement on the viaduct with D&W. This agreement transfers to Iowa Northern. The City is now visiting with Iowa Northern and Transco on the future of the viaduct. The City is required by contract to sign this agreement. The City Administrator reached out to Iowa Northern as instructed by City Council. Iowa Northern advised that they could not help the city with any crossing until the agreement was signed. While the agreement is not good for the city, the City Administrator recommends approving the resolution.

17. Consideration of a Preliminary Resolution pursuant to Section 384.42 of the Iowa Code covering the Wings East Pavements Improvements

- 1. This resolution spells out the project being completed by the city and that the city will be using Fox Engineering. The city will also be going



forward with assessments. The City Administrator recommends approving the resolution.

18. Consideration of a Resolution Approving and Adopting Preliminary Plans and Specifications, Estimate of Cost and Plat and Schedule re: Wings East Pavement Improvements
  1. This resolution states that the city is moving forward with the plans provided by the engineer and the project proposed by FOX. The City Administrator recommends approving this resolution.
19. Consideration of a motion approving Introduction of Proposed Resolution of Necessity and setting date for hearing and directing publication and mailing of the Notice to Property Owners - Wings East Pavement Improvements
  1. This public hearing is required for street assessments. The City Administrator recommends setting the public hearing.
20. Consideration of a Resolution setting date for public hearing on 2020 amendment to urban renewal plan for Industrial Park Urban Renewal Area
  1. The city must amend their urban renewal to offer new incentives for projects occurring near the industrial park. The City Administrator recommends setting a public hearing.
21. Consideration of a Resolution to fix a date of meeting at which it is proposed to hold a hearing on Development Agreements with BR Development, LLC
  1. The city worked with BR Development on an incentive package for two parcels near the industrial park. The city has had discussions at work sessions concerning the type of incentives and the amount of incentives. The City Administrator recommends setting the public hearing to proceed with development agreements.
22. Consideration of a Resolution Establishing Funding for a COVID-19 Emergency Fund Using the Downtown Tax Increment Financing District
  1. The program would go as emergency grants to help downtown businesses survive the pandemic. This money would not go toward the Oelwein Downtown Improvement Program that helps business make necessary building repairs, expansions, and potential startup funds. This idea comes as other communities in Iowa (Carroll, Mt. Vernon) have diverted local options sales tax back to businesses. While this program will help businesses, the federal government has also rolled out several programs for small business:
    - Paycheck Protection Program
    - Employee retention credit
    - Delay of payment of employer payroll taxes
    - Emergency EIDL Grants
    - Small Business Debt Relief



Council can decide if they want to roll out this program immediately or wait for the federal programs to get moving. If this does not go through, the funds will go back to the Oelwein Downtown Improvement Program. I would recommend this program as it could potentially save some of our local businesses. If council wants to expand to a larger relief program, the \$100,000 allocated toward city hall improvements (former Donaldson building sale) could be used as that project is not moving forward with City Hall being shut down and the future of the project being in question. The City Administrator recommends approving this resolution.

Motions

- 23. Consideration of a motion to set Bid Opening date for Tuesday, May 5, 2020 at 2:00 P.M. for West Water Tower Repainting Project
  - 1. This may be held electronically should restrictions be still in place.
- 24. Consideration of a motion to set Public Hearing for 6:00 P.M. on May 11, 2020 to Consider Plans, Specifications, Contract Documents and Estimate of Cost for West Water Tower Repainting Project
  - 1. The city is required to hold a public hearing on this project. The City Administrator recommends setting a public hearing.
- 25. Consideration of a motion to Award Contract for Construction on May 11, 2020 following Public Hearing re: West Water Tower Repainting Project
  - 1. The city may or may not get a competitive bid depending on where the market sits. Some contractors are eager for work, and some have plenty of work that is currently backed up due to the pandemic. This project has a chance to be completed fall of 202 or Spring of 2021. Council will determine to award or not award in May. The City Administrator recommends approving the date.
- 26. Consideration of a motion entering into an agreement for LED upgrades at the Library and Aquatic Center with Lime Energy
  - 1. The City has an opportunity to install new LED lights at the pool and the library at no cost to the city. The city will pay for the lights using the energy savings. The library and pool need an LED upgrade. The lights are services for 7 years after installation. The library board has approved this improvement. The City Administrator recommends approving this project.
- 27. Consideration of a motion to accept low bid from Tree Tender Transplanting Service in an amount not to exceed \$11,220 for tree transplanting



1. Joshua Johnson has been working on moving out the cemetery trees to ensure they find a good home. The trees were not affected by the tornado. The parks plans to move half this spring and half in the fall. The City Administrator recommends approving the low bid.
28. Consideration of a motion authorizing the expenditure of \$6,455.00 for Phone - Dispatch Upgrades
1. An information letter is provided by Chief Logan. This is an unbudgeted item, but money for city hall improvements will not be spent this year, so this purchase can use part of that allocation. This will not require the city to dip into reserves. The City Administrator recommends the expenditure.



**PARKS MONTHLY REPORT, MARCH 2020**  
**PARKS / CEMETERY / AQUATICS / CAMPGROUND**

**Park and Recreation**

[www.oelwein.fun](http://www.oelwein.fun)

This month Jay has been busy finishing up on some maintenance of some equipment. I had Jay take the hanging baskets to the FFA program so they can get the flowers started for the downtown hanging baskets. We had a cremation burial this Saturday the 7<sup>th</sup> for the Hintz family that Jay prepared already. With the rapid melting snow we have the north end of the cemetery barricaded off with the gravel roads completely saturated, they are too soft to be driving on. I grabbed the backhoe from streets and gave Jay some time learning to operate that machine.

Ryan Bergan with the school metal program finished up the steel security doors for the Wings bathroom between diamonds 2/3. The doors were painted by Transco, and will be easily removed in the spring with the way we designed them. These are necessary because of the continuous vandalism during the winter that people cause by kicking in these doors. They damage the commercial steel doors and locks, which are expensive, let alone destroying toilets and sinks, mirrors and setting fires. On Monday, I hosted the tree board meeting where we went over our fall planting and went over projects for the upcoming season.

The grade school kids (Wings & Sacred Heart) voted for the bulldog slide that we will be installing at the aquatic center. We had a half dozen different animal designs that we could choose from so we gave the kids the final choice. Kids brought in a canned good to vote that was donated to the local pantry. The class that had the most winning votes per class was the Sacred Heart first graders.

This month in the Parks Department, we had the phenomenal donation of \$10,000 to the Friends of the Trails program. On Tuesday evening the 10<sup>th</sup>, I met with the trails committee as we discussed our progress and developed our plans for fundraising. I have the new Park and Rec webpage linked to the city webpage, which has a ton of information about our facilities. Jay has been busy putting new bleachers together that will go to diamond three this spring. Jay got rid of some old pallets around the shop and upgrading signage. I am talking with the school to complete some projects at the aquatic facility this spring with their construction program. I have sent the agenda out to the park and rec board for this coming Monday's meeting. Tomorrow we are bringing in the pool staff to complete paperwork and have an orientation. Today Jay and I conducted interviews for some seasonal positions within the department that we are filling.

In the cemetery department, we had a cremation at Woodlawn Cemetery on Monday the 16<sup>th</sup>. Jay was sent home as he was out of state this past weekend for his 14-day quarantine. Monday, we received word that the Parks Department was awarded \$10,000 from the Community Foundation of Northeast Iowa. This grant is going towards replacing and upgrading the electrical services at City Park for the Oelwein Celebration.

This month in the Parks Department, we received notification letters from grants that were submitted these past few months. Community Bank of Oelwein has committed \$5,000 towards trails, \$2,500 in 2020 and again in 2021 through the Friends of the Trails program. The Northeast Iowa Charitable Foundation sent their annual contribution with their agreed amount of \$250,000 for trail building. I received word back from Trees Forever that they are contributing the full amount of \$5,000 for trees. This grant will be for a fall tree planting in which we will plant trees in the street boulevards to fill in and replace ash tree removal. This grant has been reduced to one time a year and only 31 projects statewide were funded this year in the state so we are very fortunate to receive the full amount two years in a row. We also received a smaller grant through Diamond Vogel for six gallons of paint that we

**Park and Recreation** **www.oelwein.fun**

will use to paint picnic tables. This morning we have a full burial at Woodlawn and I have been working on the Cities REAP grant proposal through the DNR.

The last week of March in the parks department, the City had an EF-1 tornado with estimated 107 MPH winds touchdown in Redgate Park and Woodlawn Cemetery. Saturday night our concentration was getting the trees that had blown over and hanging out in to West Charles Street cut and pushed out of the way. Redgate Park was still locked up from the winter, in Woodlawn we escorted all the cars out and barricaded the facility off.

In Redgate the City lost approximately 40 trees and evergreens, basically we lost most all the mature trees in that park. The City lost two pieces of older playground equipment, a metal slide and swing set. A large ash came down on the large shelter and destroyed it, and wind ripped off shingles on one of the small shelters.

In Woodlawn Cemetery, the City lost around 40 trees and evergreens as well. Many headstones were knocked over either by trees or wind. Right now, we have cut up most of the trees and placed them in the southwest corner of the facility. On Wednesday morning, we swept the streets with the sweeper and opened the cemetery to the public. We have many stumps that we will work on throughout the season being cleaned up. The workers will start setting the small stones up that were blown over.

On Wednesday April 1<sup>st</sup>, I went around to all the parks posting signage and taping off all playground equipment and ball fields. We will close these areas off to the public to reduce the transmission of COVID-19 during this pandemic. Last week we picked up a new mower from Bodensteiner for the parks department, which was a CIP item. We prepared a grave yesterday for the Jamison funeral home for Friday morning.

Maintenance



Downtown baskets



Cremation



Digging



Security Doors



Park and Recreation

[www.oelwein.fun](http://www.oelwein.fun)



Wings



Pool slide



Bleacher construction



Cleaning up



Park and Recreation www.oelwein.fun

Signage



Upgrades



Pool maint.



Website



Lifeguard Orientation

Park and Recreation www.cityofoelwein.org

# Oelwein Family

## Aquatic Center

### Lifeguard Manual

Trail Donation of \$10,000





**Park and Recreation** **www.oelwein.fun**

**Trail support- Community Bank \$5,000**

**Charitable Foundation - Trails \$250,000**

**Friends of the Oelwein Municipal Urban Trail**

*To support, promote, enhance and protect The Oelwein Municipal Urban Trail, and its trail connectors now and for future generations.*

Type of membership (Check one):

Business (\$1,000+ per year)

Corporate (\$5,000+ per year)

Trail Segment (\$10,000 one-time gift)

Pledges may be paid all at once or in installments. (If applicable, please select your choice.)

\_\_\_\_ Monthly    \_\_\_\_ Quarterly     Annually    \$2500 in 2020

Business Community Bank of Oelwein    \$2500 in 2021

Address 150 1st Street SE

City Oelwein

State IA    Zip Code 50662

**NORTHEAST IOWA CHARITABLE FOUNDATION**

Churchill T. Williams - 1915 - 2005  
 Founder and President - 1982 to 2005

March 23, 2020

Joshua Johnson, Park Superintendent  
 City of Oelwein  
 20 2<sup>nd</sup> Avenue SW  
 Oelwein, Iowa 50662

Dear Joshua,

Please find enclosed a check for the amount of \$250,000. This check represents the first payment of the commitment Northeast Iowa Charitable Foundation has made for the Oelwein Municipal Urban Trail project.

**Trees Forever \$5,000**

**Diamond Vogel \$300**

**TREES FOREVER**

(319) 373-9650 • (800) 369-1269  
 www.treesforever.org  
 80 W 9<sup>th</sup> Avenue • Marion, IA 52302

March 20, 2020

Joshua Johnson  
 Park and Recreation Superintendent, City of Oelwein  
 20 2nd Ave SW  
 Oelwein, IA 50662

Dear Joshua,

Congratulations! The City of Oelwein has been awarded a **\$5,000.00** project grant for 2020 from *Branching Out*, an Alliant Energy and Trees Forever partnership. Because of recent changes to utility energy efficiency plans, **these funds are to be used ONLY for trees near buildings and planted for energy efficiency benefits.** Your project is one of **31 projects** statewide that Alliant Energy is sponsoring. Trees shade homes and neighborhoods, block and redirect cold winter winds, reducing winter heating, so they provide a direct energy efficiency benefit to customers. **Your funding** is contingent on the following changes to your tree planting plans: Your planting project meets direct energy efficient guidelines, no changes are needed.

**PAINT IOWA BEAUTIFUL**

Keep Iowa Beautiful  
 Diamond Vogel

Dear Paint Iowa Beautiful Award Recipient,

Congratulations on being a **2020 Award Recipient**. We appreciate the pride you have in your community as evidenced by the desire to improve it.

Your award certificate gives you the details on how to redeem it, but it is really quite simple: purchase the award through your local Diamond Vogel store and then submit your

**Tornado Damage**

**NATIONAL WEATHER SERVICE**  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

[HOME](#)   [FORECAST](#)   [PAST WEATHER](#)   [SAFETY](#)   [INFORMATION](#)   [EDUCATION](#)   [NEWS](#)   [SEARCH](#)

Local forecast by "City, ST" or ZIP code

Enter location:

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**News Headlines**

- [March 2020 Climate Summary](#)
- [Summary of March 28th Tornadoes in Northeast IA, Southwest WI](#)
- [River Rises, Minor Flooding This Week - Get the Latest Water Levels and Forecasts](#)
- [Impact Based Flash Flood Warnings & WEA Changes](#)

[Additional Headlines](#)

**The Tornadoes of March 28 2020**  
[Weather.gov > La Crosse, WI > The Tornadoes of March 28 2020](#)

[Current Hazards](#)   [Current Conditions](#)   [Radar](#)   [Forecasts](#)   [Rivers and Lakes](#)   [Climate and Past Weather](#)   [Local Programs](#)

**Overview**

A strong storm system moved through the central U.S. on March 28, 2020. This brought a strong warm front northward into northeast Iowa and far southwest Wisconsin. Thunderstorms formed during the afternoon hours north of the warm front and brought many reports of small hail covering the ground. In the late afternoon and early evening, storms formed near the warm front and produced brief tornadoes which caused damage in Oelwein, Iowa, near Maynard, Iowa, and north of Potosi, Wisconsin.

4:30pm Saturday Radar

Radar Loop of the Tornado-producing

**Tornadoes:**

**Tornado - Oelwein, IA**  
FAYETTE COUNTY

Date	March 28, 2020
Time (Local)	6:30-6:36 pm
EF Rating	EF-1
Est. Peak Winds	107 mph
Path Length	4 miles
Max Width	120 yds
Injuries/Deaths	0 / 0

**Summary:**

A rain-wrapped tornado formed near the Fayette Co. line south of Oelwein and raced north-northeast into the west side of the city. The tornado caused damage to apartment buildings and trees. The tornado lifted north of the city of Oelwein.

Track Map

Downloadable KMZ File

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

Red Gate Park



Woodlawn Cemetery



Redgate Park

Front planting damage

Slide damage



Redgate Park damaged swing

Shelter



Redgate Park



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

Redgate Park shelter roof damage



Woodlawn oak



COVID-19



Mower



Redgate ash tree



Woodlawn



Funeral for Friday



**Daily Activities**[www.oelwein.fun](http://www.oelwein.fun)

- ❖ Sanitizing shop and equipment
- ❖ Reviewing sanitizing and social distancing daily
- ❖ Pick up garbage downtown
- ❖ Checking parks, cemeteries
- ❖ Monthly safety checklist
- ❖ Maintenance on equipment
- ❖ Order supplies for different departments
- ❖ Work with trails committee, Friends of Trails
- ❖ Safety meetings
- ❖ 2 graves, 2 cremations

**Progress on Projects**[www.oelwein.fun](http://www.oelwein.fun)

- ❖ Trails REAP grant
- ❖ Tree trimming
- ❖ School program work on cemetery arch sign/bathroom security doors finished
- ❖ Cemetery front sign project
- ❖ Website work
- ❖ Storm cleanup

**Next Month and Future Projects**[www.oelwein.fun](http://www.oelwein.fun)

- ❖ Storm cleanup
- ❖ Wings Park trail extension
- ❖ Park master plan
- ❖ Grant work
- ❖ Diamond 3 fencing
- ❖ Pool LED conversion
- ❖ Old bridge prep for new placement
- ❖ Website work
- ❖ Cemetery signs projects
- ❖ Install water fountains
- ❖ Prairie planting at Platt Park
- ❖ Remove well houses at City Park
- ❖ Pool projects
- ❖ Bleachers to diamond 3
- ❖ Diamond 1 building work
- ❖ Take split wood/rock to campground
- ❖ Remove dead tree at City Park
- ❖ Finish winter graves

Joshua Johnson MA  
Oelwein Park Superintendent  
319-283-5440 – City Hall  
319-283-0544 – Cell



Pandemic Policy  
April 14, 2020

### Purpose

To establish the protocol that will be used in the event of a pandemic. If there is a serious infectious disease outbreak, the library must plan for staff being unable to report to work. In addition, during a pandemic, businesses, social organizations, or schools may be required to take unique measures to help slow the spread of the illness including closing down by order of local public health officials. Other public health measures may include limiting or canceling social and public gatherings, requiring quarantines, and/or other social distancing measures. Recovery from a pandemic may be slow, as compared to a natural disaster or some other physical crises. It is important to ensure that core business activities of the library can be maintained for several weeks or more with limited staff and reduced hours due to a pandemic.

### Definitions

“Pandemic Plan” – A pandemic plan differs from a general emergency preparedness policy or procedure. With an emergency preparedness policy, there is an assumption that staff will return to the building, or begin rebuilding, almost immediately after the event or crisis (such as after a fire or storm, or if there is a utility shortage). If there is a serious infectious disease outbreak, recovery may be slow and limited staff, services, and hours may be necessary for several weeks or more.

“Pandemic” – A disease epidemic occurs when there are more cases of that disease than normal. A pandemic is a worldwide epidemic of a disease and may occur when a new virus appears against which the human population has no immunity. If a pandemic were to occur today, we could expect the virus to spread rapidly due to the interconnected nature of the world and the high level of global travel. During a pandemic, up to 35% of employees may be absent at one time due to their own illness. Additional numbers may be absent for other reasons, as covered in the City of Oelwein Personnel Manual.

(Sources: World Health Organization: <http://www.who.int> and Centers for Disease Control and Prevention <http://www.cdc.gov>)

“Employees” and “Staffing Level” – For the purposes of this policy in the sections Minimum Staffing Level, Prioritization of Services, and Responsibility for Library Operations, the terms employees and staffing level pertain to part-time and full-time library staff as those who annually work between 1,040-2,079 or 2,080 or more hours respectively.

### Library Closure

The Oelwein Public Library will close due to pandemic in the event that

- The City of Oelwein closes following the City of Oelwein Emergency Closing Policy or
- A mandate order or recommendation for closure is issued by public health or government officials on the local, county, or state level.

At the discretion of the Library director or the Library Board President, the Oelwein Public Library may close, reduce its operating hours, or limit services temporarily (e.g. programming) in the event that there is not sufficient staff to maintain basic library service levels.

In the event of closure, the Library director or designee will

- post effective communications about the closure.
- submit payroll.
- adjust due dates and holds pickup dates for library materials so that holds do not expire on dates in which the library is closed.

In the event of a closure, healthy library employees shall report for work for the equivalent of their regularly scheduled hours. Schedules may be adjusted to limit the amount of staff in the building at one time. Work-from-home schedules may be implemented. If healthy library employees are sent home, those employees shall be compensated as determined by city policy. As city employees, library staff will be treated the same as city employees in their same classification.

### **School Closure Due to Pandemic**

In the event that any Oelwein Area School District school is closed due to pandemic illness, the Oelwein Public Library will

- remain open unless one of the aforementioned requirements for closing are also met.
- remove non-circulating children's items from public areas during the duration of the school closure to minimize spread through surfaces frequently touched by children.
- follow disinfecting and/or cleaning procedures issued by public health officials, as possible.

However,

- all library programs and special events will be cancelled on any day in which any or all of Oelwein Area schools are closed due to pandemic-related illness.

### **Minimum Staffing Levels**

Minimum staffing level for a temporary period of time is defined as two healthy employees available to be present at the library during all open hours with a maximum 8 hour workday and 40 hour workweek per employee. An inability to maintain this temporary minimal level or a necessity to maintain this temporary minimal level for more than five consecutive days will result in reduced hours or closing the library.

The level of excused absence of library staff will determine the ability to carry out services and maintain open hours. Phases may include:

1. Cancellation of all programs, special events, and meeting room reservations.
2. Staff library at minimum staffing level for a temporary period of time; employees may be reallocated and have shifts reassigned and lengthened to provide coverage during open hours.
3. Reduce open hours if number of employees falls below temporary minimum level.
4. Close the library for one or more days if number of employees further declined or only minimum level can be met for five or more days.

If the library is open, employees are expected to report to work on time as scheduled, excluding any excused absences following the City of Oelwein Personnel Policy. However, an employee who is absent for three (3) consecutive days shall not be required to provide a health care provider's signed and dated

written certification verifying the necessity for the absence identifying the diagnosis/illness to which the diagnosis is attributed.

### **Communication**

In the event of closure or reduction in services necessitated by pandemic, library staff will post effective communications about any reduction in services or open hours.

### **Prioritization of Services**

If reduced staffing, open hours, or services are required, employees shall perform priority responsibilities that most directly impact patrons prior to any other work tasks. A minimum of two healthy employees will be assigned to staff the building regardless if this is their typically assigned department, schedule, or responsibility.

Priority responsibilities shall follow this order:

1. Direct patron assistance: check out, issuing library cards, computer and reference assistance, monitoring the facility and collections.
2. Patron related tasks: check in, incoming deliveries, shelving materials, inter-library loan request, monitor holds and reserves.
3. Essential Services: payroll, processing bills for payment, material orders, board meetings, reports, general communications (Facebook, newsletter, signs).

Individual responsibilities outside of those described shall be completed after these prioritized tasks, if time permits, performing those duties with a deadline or significant impact, first. Employees should consult with the Director or designated administrative authority to determine staffing area assignment and which individual work tasks should take priority, or in the event that a responsibility not listed requires urgent attention.

### **Employee Absences**

The Oelwein Public Library follows the City of Oelwein Personnel Policy. This policy shall be followed in the event of a pandemic outbreak with the exception of the requirement for a health care provider's signed and dated written certification verifying the necessity for the absence.

### **Responsibility for Library Operations**

If, for any reason, the Library Director is unable or unavailable to perform the responsibilities and decisions outlined in this policy, administrative authority for this policy and all library operations shall be assigned to the Assistant Director.

StewartScape, Inc.  
 3287 R AVE  
 Oelwein, IA 50662  
 Ph: (319)238-3253

**Est** ITEM #i.

Date	Estimate #
3/19/2020	188

Name / Address
Oelwein Public Library 201 E Charles Oelwein, IA 50662

Project

Description	Qty	U/M	Rate	Total
Spring clean-up	1		547.05	547.05T
May	1		156.30	156.30T
June	1		156.30	156.30T
July includes trimming evergreens	1		234.45	234.45T
August	1		156.30	156.30T
September	1		156.30	156.30T
Fall trimming, clean up and winterizing	1		703.35	703.35T
Tax Exempt			0.00%	0.00

Thank you for your business.	<b>Total</b>	\$2,110.05
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The Oelwein Public Library Board of Trustees will meet on Tuesday, April 14, 2020 at 5:00 p.m.

**This meeting will be held electronically. Public input can be provided by going to this web address:**

<https://global.gotomeeting.com/join/175581085>

**You can also dial in using your phone.**

United States: [+1 \(646\) 749-3112](tel:+16467493112)

**Access Code:** 175-581-085

The format of this meeting is due to the State Public Health Emergency Declaration regarding Covid-19 and will be conducted pursuant to Iowa Code 21.8 and the Proclamation of Governor Kim Reynolds dated March 19, 2020.

## AGENDA

**Roll Call**

**Agenda Approved**

**Minutes Approved**

**Correspondence and communications –**

**Trustee Training –** Library Collections – Non-traditional items

**Director’s Report –** Compressor and Fan, Remote Patron Registration, County Funding, Staff Evaluations

**Friend’s Report –** no meeting

**Bills Approved –**

**Unfinished Business**

## New Business

Landscaping Contract

Policy Review – Pandemic

## Adjournment

### March Statistics – Closed March 16 until further notice

#### **Circulation:**

**20 March: 3,122**

*19 March: 5,179*

#### **Computer Use:**

**20 March: 232**

*19 March: 599*

#### **Reference Questions:**

**Wireless: 929**

**20 March: 406**

*Wireless: 2,168*

*19 March: 550*

#### **Attendance:**

**20 March: 1,702 (141) Sunday**

*19 March: 3,257 (189) Sunday*

#### **New Patrons:**

**20 March: 7**

*19 March: 33*

#### **Program Attendance:**

**20 March: 89**

*19 March: 106*

#### **Acquisitions:**

**Books 62**

**CD’s 3**

**Movies 18**

#### **BRIDGES Downloads: 309**

**eBooks: 202**

**Audio: 103**

**eMagazines: 4**

#### **HOOPLA Downloads: 134**

**eBooks: 53**

**Audio: 25**

**Movies: 22**

**Comics: 17**

**Music: 6**

**TV: 11**

34. (NEW) The library provides non-traditional physical collections for check out. Examples include:

- ❖ Cake pans
- ❖ Art prints
- ❖ Tablets
- ❖ Wireless hotspots

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**Est** ITEM #i.

Date	Estimate #
3/19/2020	189

Name / Address
Oelwein Public Library 201 E Charles Oelwein, IA 50662

Project

Description	Qty	U/M	Rate	Total
Refresh double chocolate mulch Tax Exempt	1		450.00 0.00%	450.00T 0.00

Thank you for your business.	<b>Total</b>	\$450.00
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# Library Report to the City Council – April 2020



The Oelwein Public Library closed to the public at noon on March 16 until further notice for the safety of the public and to help slow the spread of the Coronavirus (COVID-19).



Even though the library is closed, patrons are still able to access ebooks, audiobooks, emagazines, comics, TV programs, movies, and music through Hoopla and Bridges. The checkout limits for both sources have been increased and, Hoopla and Bridges both have “always available” or “bonus borrows” that do not count against their monthly borrows.



Other online resources available are Credo Reference, Transparent Language, Gale Resources, and the Oelwein Daily Register Archives.



What a perfect time to learn a new language or tinker with your car using Chilton Repair Manuals!

Library Staff have posted online Story Times, Virtual Book Club, and Digital Escape Rooms.



## Online Library Card Registration

Now, patrons can access all these resources if they have not previously had a library card by signing up for a card online. They will fill out the application and upload an image of their driver license. Upon approval, a card will be issued that is only good for online access. It's as easy as that!

MARCH 2020

CITY OF OELWEIN TREASURER'S REPORT

Date Printed

4/6/2020

ITEM #ii.

Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	244,067.05	88,460.81	301,697.38	-	30,830.48	
051 County Emergency Manage	8,012.00	330.02	-	-	8,342.02	
110 Road Use Tax	667,357.46	32,517.74	49,408.05	-	650,467.15	
112 Trust and Agency	632,054.50	8,998.16	67,418.21	-	573,634.45	
113 Flex Spending	1,363.99	1,615.12	1,615.12	-	1,363.99	1,363.99
119 Emergency	24,065.83	596.20	-	-	24,662.03	
120 Sidewalks Repaired/Replaced	-	-	-	-	-	
121 Sales Tax	416,823.26	39,797.35	-	-	456,620.61	
122 Hotel/Motel Tax	73,099.63	67.53	-	-	73,167.16	
123 Gas-Electric Franchise Fee	769,810.72	711.17	-	(21,148.00)	749,373.89	
124 Library Bequest	369,347.88	2,277.21	749.41	-	370,875.68	
126 Downtown TIF	30,366.39	559.25	-	-	30,925.64	
127 Industrial Park TIF	2,438.50	-	-	-	2,438.50	
128 Ind Park SubFund TIF East Penn	839,720.47	775.76	-	-	840,496.23	
132 DARE	1,488.80	625.00	-	-	2,113.80	
136 Trees Forever	18,505.82	-	-	-	18,505.82	
146 Oelwein Housing Revolving Loan Fund	4,775.21	-	-	-	4,775.21	
160 Econ Dev (\$12,500 Wellness Res)	562,282.94	519.45	49,788.07	-	513,014.32	
161 IRP Revolving Loan	177,020.41	14,247.80	1,666.62	-	189,601.59	189,601.59
162 Downtown Business Grants	77,141.23	71.27	-	-	77,212.50	
166 NSP	-	-	-	-	-	
167 Oelwein Volunteer Fire Dept	5,500.02	3,720.18	-	-	9,220.20	
177 Forfeit Assets	3,820.97	-	-	-	3,820.97	
200 Debt Service	619,749.61	10,638.99	-	21,148.00	651,536.60	
201 Water Bondsinking	154,142.64	142.40	-	17,005.00	171,290.04	
202 Sewer Bondsinking	479,713.34	443.17	-	53,389.00	533,545.51	
205 Special Assessments	-	-	-	-	-	
214 2016A GO UR ED Bond Ind Pk Land	-	-	-	-	-	
269 Future Proposed Bond Sale	-	-	-	-	-	
278 West Charles Mall	-	-	-	-	-	
282 CDBG Housing Rehab	22,285.49	20.59	38,289.09	-	(15,983.01)	
285 2009 Bond Sale	-	-	-	-	-	
286 2016B GO Bond (Rise City Port)	-	-	-	-	-	
287 2020 GO Bond	2,164,331.78	1,999.48	12,420.00	-	2,153,911.26	
288 2016D Water Revenue Bond	-	-	-	-	-	
305 Airport Grant	(248,169.93)	235,628.95	-	-	(12,540.98)	
307 Tri Park Trail Extensions	(18,464.68)	252,620.00	17,718.21	-	216,437.11	
314 Oel Ind Park E Penn/14th St Ext	489,428.30	452.16	-	-	489,880.46	
385 West Water Tower	(16,329.93)	-	15,000.00	-	(1,329.93)	
386 42 Well Rehab	(139,180.07)	-	-	-	(139,180.07)	
387 Pave 10th Street SE/Old Road	(56,730.79)	-	11,065.50	-	(67,796.29)	
397 Railroad Grant-Viaduct	58,669.55	54.20	-	-	58,723.75	
501 Cemetery Perp Care	288,942.23	0.17	-	-	288,942.40	3,942.40
600 Water (2016D Reserve \$67,000)	566,980.33	85,750.70	86,593.91	(17,005.00)	549,132.12	
601 Water Infrastructure Fee	920,323.84	16,011.50	623.77	-	935,711.57	
620 Customer Water Deposits	119,653.07	2,425.00	1,611.07	-	120,467.00	
640 Fuel	18,195.52	7,242.77	7,346.55	-	18,091.74	
670 Landfill	35,571.23	46,912.22	27,443.36	-	55,040.09	
671 Recycling	(1,093.00)	6,307.75	56.00	-	5,158.75	
672 ROW Trees Utility Fee	27,213.02	5,262.84	22.81	-	32,453.05	
680 Wellness Center	25,342.26	12,931.64	32,358.02	-	5,915.88	
698 Wellness Center Reserve	-	-	-	-	-	
700 Sewer/Waste Treatment	896,166.12	134,368.99	77,113.26	(51,709.00)	901,712.85	
701 Sewer Infrastructure Fee	136,130.87	5,287.68	-	(1,680.00)	139,738.55	
706 20th Street Lift Station	95,487.90	88.21	4,218.00	-	91,358.11	
	<b>11,567,421.78</b>	<b>1,020,479.43</b>	<b>804,222.41</b>		<b>11,783,678.80</b>	

Fidelity 999-1003 and Community 999-1004 Money Market Accounts	10,117,070.47
CD'S Cemetery \$285,000/Water Deposits \$100,000	385,000.00
Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002	194,907.98
Unapplied Accounts Receivable Hanger rent paid in advance \$5	-
Balance Checking Account 999-1000	1,086,700.35
Payroll Liabilities	-
	<b>11,783,678.80</b>
	<b>11,783,678.80</b>

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

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