



## Agenda

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

February 09, 2026  
Oelwein, Iowa

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**Mayor:** Brett DeVore

**Mayor Pro Tem:** Matt Weber

**Council Members:** Tony Cannon, Anthony Ricchio, Lynda Payne, Jason Gearhart, Renee Cantrell

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**Pledge of Allegiance**

**Call to Order**

**Roll Call**

**Additions or Deletions**

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

[A.](#) Public Comment Policy.

### **Consent Agenda**

- [1.](#) Consideration of a motion approving the January 26, 2026 minutes.
- [2.](#) Consideration of a resolution authorizing a temporary closures of public ways or grounds for Oelwein Odd Rods.

### **Public Hearing**

- [3.](#) Public Hearing for February 9, 2026 at 6:00PM in the Council Chambers on the sale of 201 9th Ave SW.

### **Resolutions**

- [4.](#) Consideration of a resolution approving the sale of city owned real property located at 201 9th Avenue SW.
- [5.](#) Consideration of a resolution scheduling public hearing on proposed sale of city owned real property located at 502 E. Charles on February 23, 2026 at 6PM in the Oelwein City Council Chambers.
- [6.](#) Consideration of a resolution scheduling public hearing on proposed sale of city owned real property located at 111 5th Avenue SW on February 23, 2026 at 6PM in the Oelwein City Council Chambers.
- [7.](#) Consideration of a resolution authorizing and approving an amended and restated Loan and Disbursement Agreement and amended and restated Sewer Revenue Bond.

### **Motions**

- [8.](#) Consideration of a motion approving direction from the Planning, Finance, Enterprise, and Economic Development Committee on the Hotel Motel request of \$2,500.00 to Oelwein Historical Society DBA Oelwein Coliseum.
- [9.](#) Consideration of a motion to provide direction to city staff on Wellness Center Advisory Committee.

**Committee Reports**

**Council Updates**

**Mayor's Report**

**City Attorney's Report**

**City Administrator's Report**

- [A.](#) City Administrator.

**Adjournment**

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



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

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



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

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

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



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



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



# Minutes

City Council Meeting  
20 Second Avenue SW, Oelwein  
January 26, 2026 - 6:00 PM

## Pledge of Allegiance

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

**Roll Call**      **Present:**      Ricchio, Weber, Payne, Cantrell, Cannon, Gearhart  
                          **Also Present:**      City Administrator Mulfinger, Administrative Assistant Kaylonna McKee  
                          **Absent:**      NA

## Additions or Deletions

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

All aye.      Motion carried.

## Consent Agenda

1. Consideration of a motion approving the January 12, 2026 minutes.
2. Claims Resolution in the amount of \$862,157.56.
3. Consideration of a motion authorizing wine tasting at the Oelwein Public Library's Chocolate Fest on February 13, 2026 from 4:30PM-7:00PM.
4. Consideration of a motion approving the Class 'B' Alcohol License for Dollar General #2328.
5. Consideration of a motion approving the Class 'C' Alcohol License for The Spot #7.

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

All aye.      Motion carried.

## Resolutions

6. Consideration of a resolution approving a revised development agreement with Matt Construction in the amount of \$45,000 to build three zero lot line homes at 201 9th Avenue SW.

Cannon clarified the construction plans. Mayor DeVore emphasized the longer-term benefits of the development.

A motion was made by Weber, seconded by Gearhart to approve Resolution No. 5851-2026.

Ayes: Ricchio, Weber, Payne, Cantrell, Cannon, Gearhart

Nays: NA

Motion carried.

7. Consideration of a resolution setting a public hearing for February 9, 2026 at 6:00PM in the Council Chambers on the sale of 201 9th Ave SW.

A motion was made by Weber, seconded by Ricchio to approve Resolution No. 5852-2026.

Ayes: Ricchio, Weber, Payne, Cantrell, Cannon, Gearhart

Nays: NA

Motion carried.

8. Consideration of a resolution approving Change Order No. 3 in the amount of \$2,460.00 for 10th St. Bridge Reconstruction Project with Taylor Construction.

A motion was made by Weber, seconded by Ricchio to approve Resolution No. 5853-2026.

Ayes: Ricchio, Weber, Payne, Cantrell, Cannon, Gearhart

Nays: NA

Motion carried.

9. Consideration of a resolution approving Pay Application No. 4 in the amount of \$90,701.82 to Taylor Construction for the 10th St. Bridge Project.

A motion was made by Weber, seconded by Gearhart to approve Resolution No. 5854-2026.

Ayes: Ricchio, Weber, Payne, Cantrell, Cannon, Gearhart

Nays: NA

Motion carried.

10. Consideration of a resolution approving a ten-year internet agreement with Hawkeye Telephone in the amount of \$26,000 for the City Hall and Police Station.

A motion was made by Weber, seconded by Cantrell to approve Resolution No. 5855-2026.

Ayes: Ricchio, Weber, Payne, Cantrell, Cannon, Gearhart

Nays: NA

Motion carried.

11. Consideration of a resolution fixing the amount to be assessed for nuisance abatement, approving the special assessment schedule, and directing the clerk to publish, mail and file the assessment schedule all in accordance with Chapter 384 of the Iowa Code.

A motion was made by Weber, seconded by Payne to approve Resolution No. 5856-2026.

Ayes: Ricchio, Weber, Payne, Cantrell, Cannon, Gearhart

Nays: NA

Motion carried.

12. Consideration of a resolution approving a payment to AECOM in the amount of \$17,340.02 for the OLZ T-Hangar Taxilanes Rehabilitation.

A motion was made by Cantrell, seconded by Weber to approve Resolution No. 5857-2026.

Ayes: Ricchio, Weber, Payne, Cantrell, Cannon, Gearhart

Nays: NA

Motion carried.

## Motions

13. Consideration of a motion directing staff to provide a plan to the city council on a summer festival.

Council person Cannon felt it was important to hold a celebration with the 250<sup>th</sup> anniversary of the United States of America being this year. Council person Ricchio agreed, stating that parades tend to be a big draw in small towns. Council person Payne agreed, adding fireworks would also be essential to the celebration.

A motion was made by Ricchio, seconded by Cannon to direct staff to create a plan for a summer festival.

All aye.

Motion carried.

14. Consideration of a motion approving direction from the Planning, Finance, Enterprise, and Economic Development Committee on the Hotel Motel request of \$4,600.00 to Oelwein USBC.

A motion was made by Weber, seconded by Ricchio to approve the direction from the Planning, Finance, Enterprise, and Economic Development Committee on the Hotel Motel request of \$4,600.00 to Oelwein USBC.

All aye.

Motion carried.

15. Consideration of a motion approving direction from the Planning, Finance, Enterprise, and Economic Development Committee on the Hotel Motel request of \$2,500.00 to Williams Center for the Arts.

A motion was made by Weber, seconded by Ricchio to approve the direction from the Planning, Finance, Enterprise, and Economic Development Committee on the Hotel Motel request of \$2,500.00 to Williams Center for the Arts.

All aye. Motion carried.

### **Committee Reports**

16. Report from Payne on the Library Board minutes.

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

17. Report from Gearhart Airport Board Minutes.

For full minutes, please visit: <https://www.cityofelwein.org/bc-ab/page/airport-board-52>

### **Council Updates**

Council person Ricchio would like to invite developers and contractors to present their plans to city staff for building homes.

### **Mayor's Report**

Mayor DeVore stated the Fayette County Landfill Commission has voted to pursue privatizing the operations of the landfill.

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

- A. City Attorney.

City Administrator Mulfinger walked council through the city attorney bills.

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

- A. City Administrator.

City Administrator Mulfinger proposed a new agenda layout. The city council was receptive to the new idea.

### **Adjournment**

A motion was made by Weber, seconded by Gearhart to adjourn the meeting at 6:40PM.

All aye. Motion carried.

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

ATTEST:

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

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held January 26, 2026 and copy of said proceedings was furnished to the Register January 28, 2026.

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

RESOLUTION NO. \_\_\_\_\_-2026

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

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

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

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

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

<b>Event</b>	<b>Location of Street Closures</b>	<b>Date &amp; Time</b>
Friday Night Parking Events	10 Block of North and South Frederick	May 15, 2026 6:00 P.M. – 9:30 P.M. June 19, 2026 6:00 P.M. – 9:30 P.M . July 17, 2026 6:00 P.M. – 9:30 P.M. August 21, 2026 6:00 P.M. – 9:30 P.M. September 18, 2026 6:00 P.M. – 9:30 P.M
Car Show	North Side Oelwein City Park	July 5th, 2026 7:00 A.M. – 5:00 P.M.

Oelwein Odd Rod organizers are authorized to temporarily close the aforementioned requested streets and park.

Passed and approved this 9<sup>th</sup> day of February, 2026

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

Attest:

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

Recorded February 10, 2026.

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

AYES      NAYS      ABSENT      ABSTAIN

Ricchio  
Weber  
Payne  
Cantrell  
Cannon  
Gearhart

OELWEIN CITY COUNCIL:

Item 2.

ONCE AGAIN OELWEIN OPD RODS CAR CLUB IS REQUESTING THE USE OF THE NORTH SIDE OF CITY PARK FOR OUR CAR SHOW, ON JULY 5<sup>TH</sup>, 2026. THIS WILL BE ON A SUNDAY FOR A CHANGE. WE WILL NEED TRAFFIC BARRIERS AND LOW HANGING TREE LIMBS TRIMMED BACK AS BEFORE. WE WILL BE THERE FROM 7:00 A.M. TO 5:00 P.M.

OUR DOWNTOWN FRIDAY NITE PARKN' EVENTS WILL BE THE 3<sup>RD</sup> FRIDAY OF EACH MONTH MAY THRU SEPTEMBER FROM 6:00 P.M. TO 9:30 P.M. WE WILL ALSO NOT HAVE A RAIN DATE THIS YEAR. AGAIN WE WILL NEED BARRICADES TO BLOCK THE FIRST BLOCKS ON NORTH & SOUTH FREDERICK WILL BE LEAVING THE EAST & WEST CHARLES PORTION OF THE INTERSECTION OPEN.

PARKN' EVENT DATES ARE:  
MAY 15, JUNE 19, JULY 17, AUG. 21, SEPT. 18

THANK YOU

PRES. PAUL GANSKE  
116 EASTLINE RD.  
OELWEIN, IA.  
PH. 319-238-0707

## CITY OF OELWEIN

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

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

LOTS 1 AND 2, BLOCK 15, ARMSTRONG'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA

Located at 201 9th Ave SW., Oelwein, Iowa  
Parcel No. 1820435001

The City proposes to sell the property to Matt Construction Inc. for the sum of \$1.00 and other good and valuable consideration.

Public Hearing on the proposed sale, and terms associated therewith, will be held at 6:00 p.m. on February 9, 2026, before the Oelwein City Council, at Oelwein City Hall, 20 2<sup>nd</sup> Ave. SW, Oelwein, IA. After acceptance of public comment, if any, and closing of the public hearing, the City Council may act upon the proposal to sell and transfer said property.

Any person may appear at the Public Hearing to comment on the proposed terms of the sale and/or may submit written comments in advance of the Public Hearing by delivery of same to the City Clerk's Office, at Oelwein City Hall, 20 2<sup>nd</sup> Ave. SW, Oelwein, IA during regular business hours, by mailing to the City of Oelwein at the same address, or by email to the City Clerk's Office at [dmulfinger@cityofuelwein.org](mailto:dmulfinger@cityofuelwein.org), on or before the date and time of the Public Hearing.

Dylan Mulfinger, City Administrator  
City of Oelwein, Iowa

## RESOLUTION NO. \_\_\_\_ - 2026

RESOLUTION APPROVING SALE OF CITY OWNED REAL PROPERTY LOCATED AT  
201 9<sup>th</sup> Avenue SW

WHEREAS, the City of Oelwein, Iowa owns the following described real estate:

Lots 1 and 2, Block 15, Armstrong's Addition to Oelwein, Fayette County, Iowa

WHEREAS, by Resolution No. 5852-2025 the Council scheduled a Public Hearing on the proposed sale of the above-described property for February 9, 2026 at 6:00 p.m., during the regular City Council meeting to be held in the City Council Chambers, Oelwein City Hall, 20 2<sup>nd</sup> Ave. SW, Oelwein, Iowa, and

WHEREAS, notice of the Public Hearing was published in the Oelwein Daily Register, consistent with the requirements of §364.7 and §362.3 of the Iowa Code, and

WHEREAS, the Mayor opened the Public Hearing, accepted public comment, received and considered any written comments received in advance of the Public Hearing, and upon the conclusion of the receipt of comments closed the public hearing, and

WHEREAS, the City Council discussed the proposed sale of said real estate and found that the City did not have a continuing use for the above-described property, that the property did not otherwise serve a public purpose, and that the sale of said property would, therefore, be in the best interest of the City, and

WHEREAS, the City Council also discussed the value of the real estate, the value to the community of the potential uses for the property, and in consideration of the above and foregoing, determined it to be appropriate and in the best interests of the City to approve the sale of said property to Matt Construction, Inc. for the sum of \$1.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OELWEIN IOWA, AS FOLLOWS:

- Section 1. The property described herein shall be transferred to Matt Construction, Inc. for the sum of \$1.00
- Section 2. The property is being sold as is.
- Section 3. The property shall be transferred by Quit Claim Deed with no abstract to be provided.
- Section 4. The Quit Claim Deed, and related Clerk's Affidavit, shall be recorded at the expense of the City.
- Section 5. The Mayor shall be authorized to execute the QCD, and any other documents related to the approved transfer of this property as set forth above.
- Section 6. This resolution shall be in effect upon its passage and approval as provided by law.

PASSED AND APPROVED this 9<sup>th</sup> day of February, 2026.

ATTEST:

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

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

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

Aye    Nay    Absent    Abstain

Ricchio

Weber

Payne

Cantrell

Cannon

Gearhart

## RESOLUTION NO. \_\_\_\_\_ - 2026

RESOLUTION SCHEDULING PUBLIC HEARING ON PROPOSED SALE OF CITY OWNED REAL PROPERTY  
LOCATED AT 502 E. CHARLES

WHEREAS, the City of Oelwein, Iowa, is the owner of real property ("Property") located in the City of Oelwein, Fayette County, Iowa, locally known as 502 E. Charles, Parcel No. 1821428001, legally described as follows:

West 90 Feet of Lot 40, Block 3, Oelwein 4th Addition, City of Oelwein, Fayette County,  
Iowa

WHEREAS, the City acquired title to the Property by Tax Sale Deed dated and recorded on December 27, 2024 in Book 2024 Page 3348, records of the Fayette County, Iowa Recorder; and

WHEREAS, the Council has received an offer to purchase said property from Angela M. Elliott, for the sum of \$50.00; and

WHEREAS, the Council finds that continued City ownership of the property serves no public purpose, and that the transfer to Angela M. Elliott consistent with her proposal, is appropriate and in the best interests of the City of Oelwein; and

WHEREAS, the City Council finds that a public hearing must be set and held prior to the sale and transfer of real property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OELWEIN IOWA, AS FOLLOWS:

SECTION 1: *Public Hearing*: City Council will hold a public hearing as part of its regular meeting at 6:00 P.M. on February 23, 2026, to be held at City Hall, 20 2<sup>nd</sup> Ave. SW, Oelwein, IA, for purposes of obtaining public input on the proposed sale of the Property as set forth above.

SECTION 2: *Publication of Notice*: The City Clerk is directed to publish notice of said public hearing, which publication shall be not less than four (4) nor more than twenty (20) days prior to the date set for said public hearing pursuant to the requirements of Iowa Code § 364.7 and 362.3.

SECTION 3: *When Effective*. This Resolution shall be effective upon its passage and approval as provided by law.

PASSED AND APPROVED this 9<sup>th</sup> day of February 2026.

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

ATTEST:

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

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

Aye    Nay    Absent    Abstain

Ricchio

Weber

Payne

Cantrell

Cannon

Gearhart

## CITY OF OELWEIN

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

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

West 90 Feet of Lot 40, Block 3, Oelwein 4th Addition, City of Oelwein, Fayette County,  
Iowa

The City proposes to sell the property locally known as 502 E. Charles, Parcel No. 1821428001, to Angela M. Elliott for the sum of \$50.00

Public Hearing on the proposed sale, and terms associated therewith, will be held at 6:00 P.M. on February 23, 2026 at City Hall, 20 2<sup>nd</sup> Ave. SW, Oelwein, IA. After acceptance of public comment, if any, and closing of the public hearing, the City Council may act upon the proposal to sell and transfer said property.

Any person may appear at the Public Hearing to comment on the proposed terms of the sale to Angela M. Elliott and/or may submit written comments in advance of the Public Hearing by delivery of same to the City Clerk's Office, at Oelwein City Hall, 20 2<sup>nd</sup> Ave. SW, Oelwein, IA during regular business hours, by mailing to the City of Oelwein at the same address, or by email to the City Clerk's Office at [dmulfinger@cityofeelwein.org](mailto:dmulfinger@cityofeelwein.org), on or before the date and time of the Public Hearing.

Dylan Mulfinger, City Administrator  
City of Oelwein, Iowa

# Offer to Purchase City Properties

To purchase City-owned real estate, completely fill out this form. The timeline is usually about 90 days. Your offer will be sent to the Planning, Finance, Enterprise & Economic Development committee who will review the application and forward it to City Council for approval. At the appropriate time, we will schedule a date and time for buyer(s) to sign and provide a payment of the offered.



Property Address

1821428001  
Property Parcel Number

502 E. Charles

Buyer's or Buyers' Full, Legal Name(s) and/or Full Legal Business Name and Number

Angela M. Elliott

Buyer's or Buyers' Address, City, State, ZIP

7-5th Ave SE, Oelwein, Ia 50662 319-283-8926

Buyer's or Buyers' Email Address

ang1001@hotmail.com

Buyer's or Buyers' Phone

Are you being represented by a real estate agent or lawyer?

Yes



No

Buyer Representative Name and Contact Information

AE  
INITIALS

If you do not have a Buyer Representative: I/we understand that I/we are entering into a legal contract and choose to represent my/ourselves, with all the due diligence required being done on my/our part.

I can afford to offer \$50 at this time  
upkeep & maintenance  
Beth passed away 12/11/25

Please describe your intentions for the property with a timeline and include your offer (Minimum \$1,000 per lot).

Angela M. Elliott

Buyer Printed Name (As will appear on deed)

Buyer Printed Name (As will appear on deed)

Angela M. Elliott

Buyer Signature

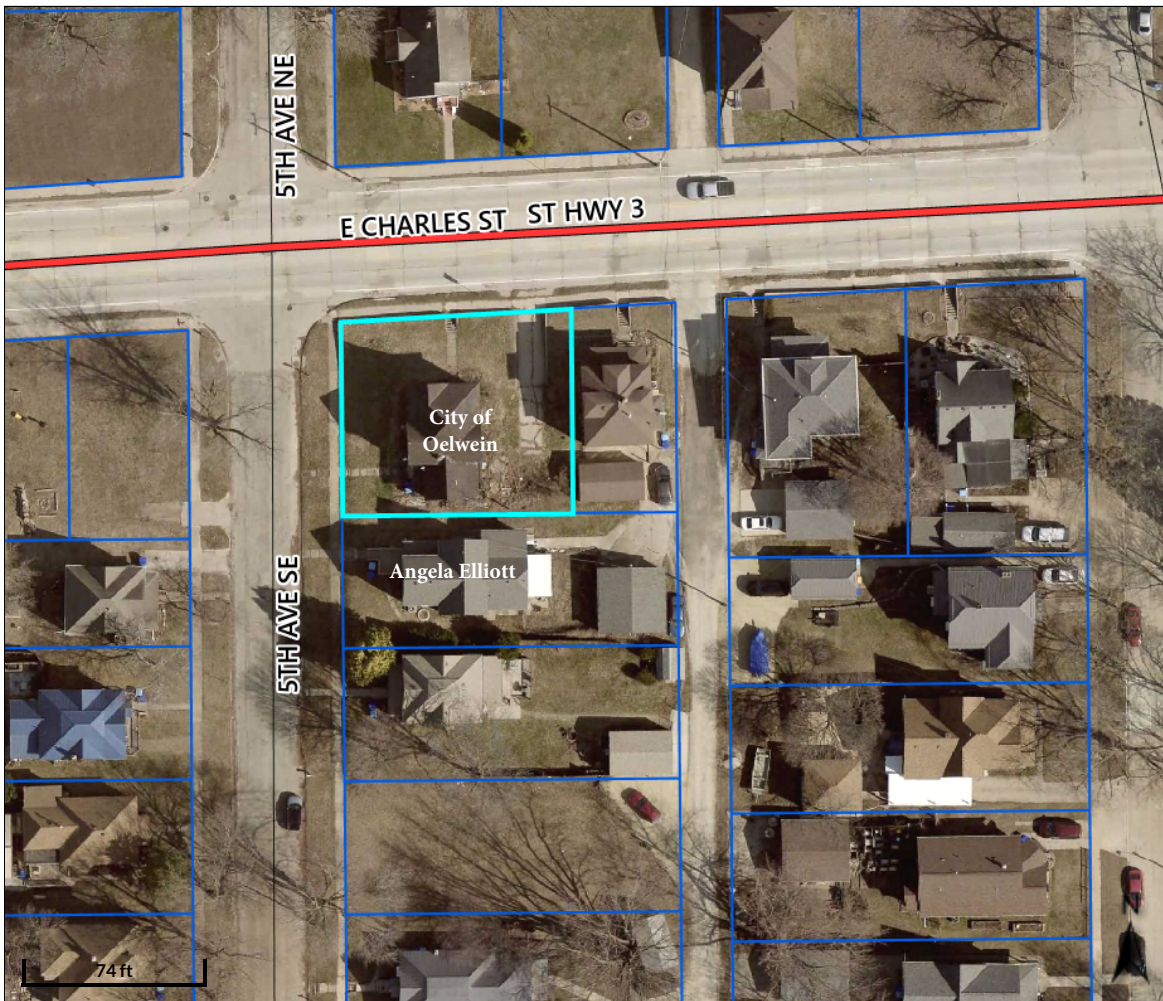
12/29/25

Date

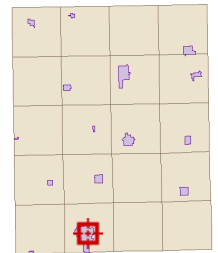
Buyer Signature

Date

Buyers' Legal Relationship to Each Other



#### Overview



#### Legend

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

Parcel ID	1821428001	Alternate ID	n/a	Owner Address	Oelwein, City Of
Sec/Twp/Rng	21-91-9	Class	R		City Hall 20 2nd Ave. SW
Property Address	502 E. CHARLES	Acreage	n/a		Oelwein, IA 50662-
	OELWEIN				
District	OELWEIN OELWEIN INC				
Brief Tax Description	W 90' LOT 40 BLK 3				
	OELWEIN 4TH ADD				
	(Note: Not to be used on legal documents)				

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

Date created: 2/2/2026

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GEOSPATIAL

## RESOLUTION NO. \_\_\_\_\_ - 2026

RESOLUTION SCHEDULING PUBLIC HEARING ON PROPOSED SALE OF CITY OWNED REAL PROPERTY  
LOCATED AT 111 5th Avenue SW

WHEREAS, the City of Oelwein, Iowa, is the owner of real property ("Property") located in the City of Oelwein, Fayette County, Iowa, locally known as 111 5th Avenue SW, Parcel No. 1821305002, legally described as follows:

The South 30 Feet of the West 140 Feet of Lot 2, and the North 20 Feet of the West 140 Feet of Lot 3, Block 1, Forrest Addition to City of Oelwein, Fayette County, Iowa

WHEREAS, the City acquired title to the Property by Tax Sale Deed dated and recorded on January 26, 2024 in Book 2024 Page 213, records of the Fayette County, Iowa Recorder; and

WHEREAS, the Council has received an offer to purchase said property from Christopher Henderson, for the sum of \$250.00; and

WHEREAS, the Council finds that continued City ownership of the property serves no public purpose, and that the transfer to Christopher Henderson consistent with his proposal, is appropriate and in the best interests of the City of Oelwein; and

WHEREAS, the City Council finds that a public hearing must be set and held prior to the sale and transfer of real property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OELWEIN IOWA, AS FOLLOWS:

SECTION 1: *Public Hearing*: City Council will hold a public hearing as part of its regular meeting at 6:00 P.M. on February 23, 2026, to be held at City Hall, 20 2<sup>nd</sup> Ave. SW, Oelwein, IA, for purposes of obtaining public input on the proposed sale of the Property as set forth above.

SECTION 2: *Publication of Notice*: The City Clerk is directed to publish notice of said public hearing, which publication shall be not less than four (4) nor more than twenty (20) days prior to the date set for said public hearing pursuant to the requirements of Iowa Code § 364.7 and 362.3.

SECTION 3: *When Effective*. This Resolution shall be effective upon its passage and approval as provided by law.

PASSED AND APPROVED this 9<sup>th</sup> day of February 2026.

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

ATTEST:

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

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

Aye    Nay    Absent    Abstain

Ricchio

Weber

Payne

Cantrell

Cannon

Gearhart

## CITY OF OELWEIN

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

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

The South 30 Feet of the West 140 Feet of Lot 2, and the North 20 Feet of the West 140 Feet of Lot 3,  
Block 1, Forrest Addition to City of Oelwein, Fayette County, Iowa

The City proposes to sell the property locally known as 111 5<sup>th</sup> Ave SW, Parcel No. 1821305002, to Christopher Henderson for the sum of \$250.00

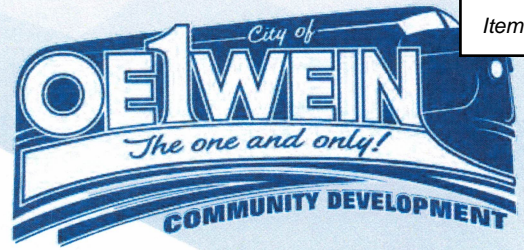
Public Hearing on the proposed sale, and terms associated therewith, will be held at 6:00 P.M. on February 23, 2026 at City Hall, 20 2<sup>nd</sup> Ave. SW, Oelwein, IA. After acceptance of public comment, if any, and closing of the public hearing, the City Council may act upon the proposal to sell and transfer said property.

Any person may appear at the Public Hearing to comment on the proposed terms of the sale to Christopher Henderson and/or may submit written comments in advance of the Public Hearing by delivery of same to the City Clerk's Office, at Oelwein City Hall, 20 2<sup>nd</sup> Ave. SW, Oelwein, IA during regular business hours, by mailing to the City of Oelwein at the same address, or by email to the City Clerk's Office at [dmulfinger@cityofuelwein.org](mailto:dmulfinger@cityofuelwein.org), on or before the date and time of the Public Hearing.

Dylan Mulfinger, City Administrator  
City of Oelwein, Iowa

# Offer to Purchase City Properties

To purchase City-owned real estate, completely fill out this form. The timeline is usually about 90 days. Your offer will be sent to the Planning, Finance, Enterprise & Economic Development committee who will review the application and forward it to City Council for approval. At the appropriate time, we will schedule a date and time for buyer(s) to sign and provide a payment of the offered.



Item 6.

111 5th AVE SW  
Property Address

UNK.  
Property Parcel Number

CHRISTOPHER HENDERSON  
Buyer's or Buyers' Full, Legal Name(s) and/or Full Legal Business Name and Number


115 5th AVE SW, OELWEIN, IA  
Buyer's or Buyers' Address, City, State, ZIP

hendoneho@outlook.com  
Buyer's or Buyers' Email Address

920-542-0054  
Buyer's or Buyers' Phone

Are you being represented by a real estate agent or lawyer? ☐ Yes ☒ No

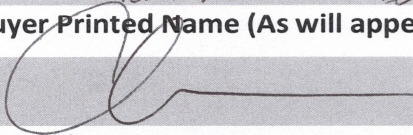
## Buyer Representative Name and Contact Information

 INITIALS If you do not have a Buyer Representative: I/we understand that I/we are entering into a legal contract and choose to represent my/ourselves, with all the due diligence required being done on my/our part.

BID \$250. LOT WILL BE COMBINED WITH MY CURRENT PROPERTY NEXT DOOR. NO CONSTRUCTION PLANS AT THIS TIME. JUST GOING TO KEEP IT UP AND PUT A SWINGSET ON IT FOR THE KIDS.

Please describe your intentions for the property with a timeline and include your offer (Minimum \$1,000 per lot).

CHRISTOPHER HENDERSON  
Buyer Printed Name (As will appear on deed)

  
Buyer Signature

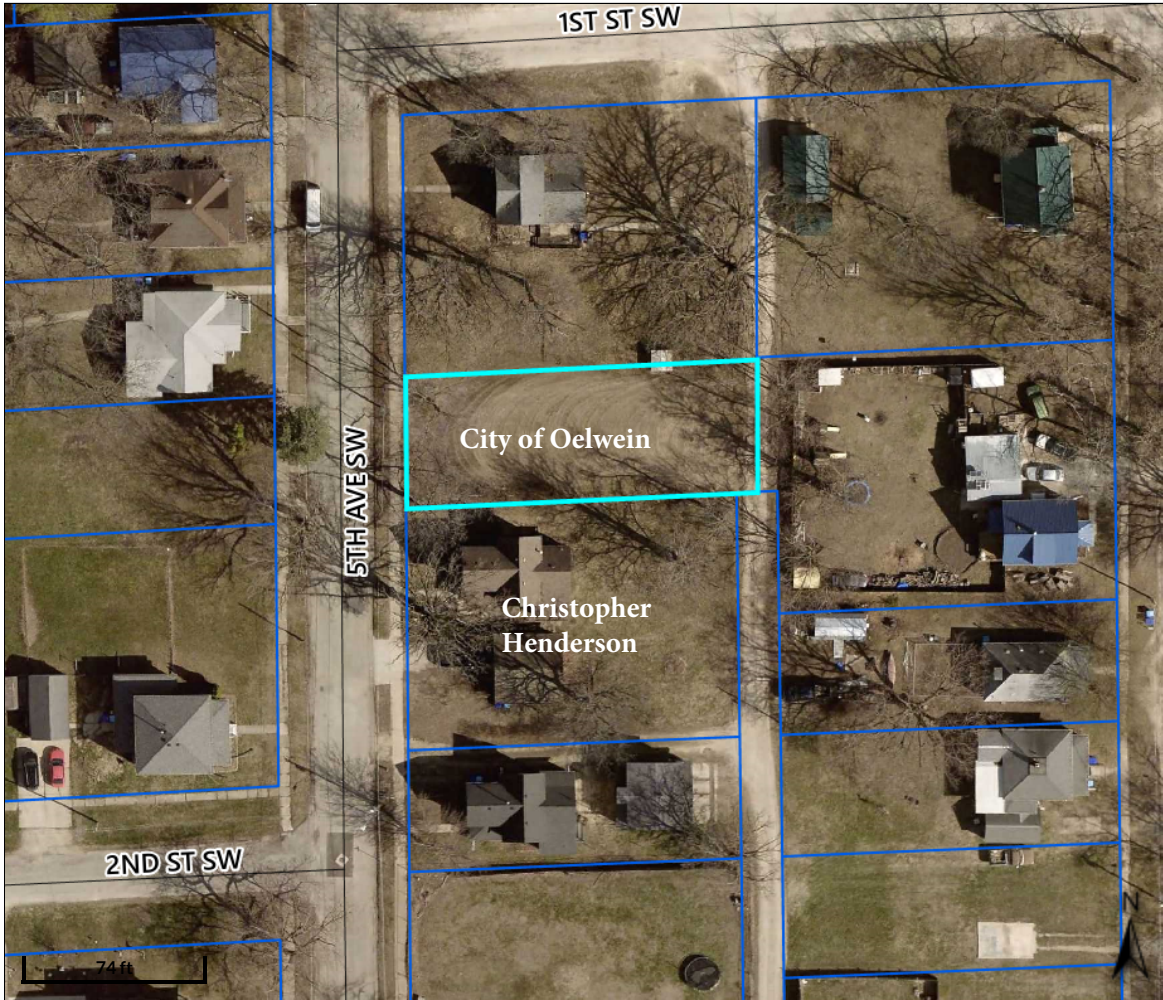
1/30/26  
Date

Buyer Printed Name (As will appear on deed)

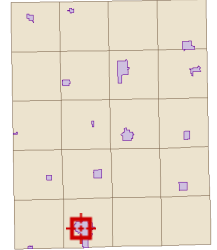
Buyer Signature

Date

Buyers' Legal Relationship to Each Other



## Overview



## Legend

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

Parcel ID	1821305002	Alternate ID	n/a	Owner Address	Oelwein, City Of
Sec/Twp/Rng	21-91-9	Class	R		City Hall 20 2nd Ave. SW
Property Address	111 5TH AVE. SW	Acreage	n/a		Oelwein, IA 50662-
	OELWEIN				
District	OELWEIN OELWEIN INC				
Brief Tax Description	S 30' W 140' LOT 2 & N 20' W 140' LOT 3 BLK 1 FORREST ADD (Note: Not to be used on legal documents)				

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

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February 5, 2026

**VIA EMAIL**

Barbara Rigdon  
City Clerk/City Hall  
Oelwein, Iowa

Re: Oelwein, Iowa  
Approval of SRF Loan Forgiveness  
Our File No. 421044-47

Dear Barb:

We have prepared and attach proceedings to be used at the February 9, 2026, City Council meeting to enable the Council to adopt the resolution (the “Resolution”) approving the replacement SRF Sewer Revenue Loan and Disbursement Agreement (the “Replacement Agreement”) and providing for the issuance of the replacement Sewer Revenue Bond, Series 2026 (the “Replacement Bond”) in order to facilitate the loan forgiveness being offered by the Iowa Finance Authority (“IFA”) for the Sewer Revenue Bond, SRF Series 2023, dated December 22, 2023.

The proceedings attached include the following items:

1. Minutes of the February 9, 2026, meeting providing for the adoption of the Resolution.
2. Attestation Certificate with respect to the validity of the transcript.
3. Organization Certificate.
4. Establishment and Non-Litigation Certificate with respect to the Sewer Utility.

Also attached, please find the following closing documents:

Closing Certificate. Please have the Closing Certificate signed as indicated, and return an executed copy to our office.

Replacement Bond. Please have the Replacement Bond signed as indicated, and return it to us so that we can deliver it to IFA at the time of closing. Please note that the Replacement Bond must be signed by the Mayor, the City Clerk and the City Treasurer.

Replacement Agreement. Please print the Replacement Agreement and have it executed as indicated. After the Replacement Agreement has been signed, please return it to us so that we



can have it signed on behalf of IFA, after which we will furnish you with a fully executed copy for the City's records.

Please call Emily Hammond, Erin Regan, Nisha Dholakia or me with questions.

Best regards,

John P. Danos

Attachments

cc: Dylan Mulfinger  
Tony Toigo  
Lee Wagner  
Yolanda Attaway  
Maggie Burger

RESOLUTION APPROVING LOAN  
FORGIVENESS AND PROVIDING FOR  
APPROVAL OF REPLACEMENT BOND  
AND LOAN AND DISBURSEMENT  
AGREEMENT

Oelwein, Iowa

421044-47

February 9, 2026

The City Council of the City of Oelwein, Iowa, met on February 9, 2026, at the \_\_\_\_\_, in the City, at \_\_\_\_\_ o'clock \_\_\_\_m.

The meeting was called to order by the Mayor and the roll being called, there were present the Mayor, and the following named Council Members.

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

Council Member \_\_\_\_\_ introduced the resolution next hereinafter set out and moved that said resolution be adopted; seconded by Council Member \_\_\_\_\_ and after due consideration thereof by the Council, the Mayor put the question on the motion and, the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the resolution duly adopted, as follows:

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

Resolution authorizing and approving an amended and restated Loan and Disbursement Agreement and amended and restated Sewer Revenue Bond

WHEREAS, the City of Oelwein (the “City”), in Fayette County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”), and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council (the “Original Bond Resolution”), a \$1,138,000 Sewer Revenue Bond, SRF Series 2023, dated December 22, 2023 (the “Original Bond”), was issued to the Iowa Finance Authority (the “Lender”) by the City, in connection with a certain loan and disbursement agreement (the “Original LDA”), in order to pay costs of planning, designing, and constructing improvements and extensions to the Utility (the “Project”); and

WHEREAS, work on the Project has been completed, and the completed Project has been accepted by the City Council; and

WHEREAS, the Lender has agreed to forgive a portion of the Original Bond (the “Loan Forgiveness”) and has provided written notification to the City of the applicable portion thereof; and

WHEREAS, it is now necessary for the City Council to take action to approve the Loan Forgiveness, to approve and authorize the issuance of an amended and restated Sewer Revenue Bond, Series 2026 (the “Replacement Bond”) in exchange for the Original Bond, and to approve and authorize the delivery of an amended and restated loan and disbursement agreement (the “Replacement Agreement”) in exchange for the Original LDA in order to facilitate the Loan Forgiveness;

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

Section 1. The City Council approves the Loan Forgiveness, in the amount and pursuant to the payment schedule as attached hereto as Exhibit A, and approves the Replacement Bond and the Replacement Agreement (the “Replacement Documents”) in substantially the forms as have been place on file with the City, with such final changes as approved by the Lender.

Section 2. The Mayor, the City Clerk and the City Treasurer, as the case may be, are each hereby authorized and directed to execute and deliver the Replacement Documents on behalf of the City.

Section 3. The Mayor, the City Clerk and the City Treasurer are hereby authorized and directed to sign all other documents, with the advice of bond counsel, related to the Replacement Documents as may be necessary to carry out the purposes of this Resolution.

Section 4. All other terms and conditions of the Original Bond Resolution are in full force and effect, except as otherwise modified by this Resolution or the conforming terms of the Replacement Documents.

Section 5. All resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Section 6. This Resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 9, 2026.

---

Mayor

Attest:

---

City Clerk

• • • •

On motion and vote, the meeting adjourned.

---

Mayor

Attest:

---

City Clerk

**EXHIBIT A**  
**Repayment Schedule**

**ATTESTATION CERTIFICATE**

STATE OF IOWA  
 FAYETTE COUNTY  
 CITY OF OELWEIN

SS:

I, the undersigned, City Clerk of the City of Oelwein, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain amended and restated Sewer Revenue Loan and Disbursement Agreement (the "Replacement Agreement") and the issuance of an amended and restated Sewer Revenue Bond (the "Replacement Bond") of said City evidencing the City's obligation under such Replacement Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into such Replacement Agreement or issuing such Replacement Bond at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Replacement Agreement or to issue the Replacement Bond.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

**ORGANIZATION CERTIFICATE**

STATE OF IOWA  
 FAYETTE COUNTY  
 CITY OF OELWEIN

SS:

I, the undersigned City Clerk, do hereby certify that the aforementioned City is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____	Mayor
_____	City Administrator
_____	City Clerk
_____	City Treasurer
_____	Council Member/Mayor Pro Tem
_____	Council Member
_____	Council Member
_____	Council Member
_____	Council Member
_____	Council Member

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

**ESTABLISHMENT AND NON-LITIGATION CERTIFICATE**

STATE OF IOWA  
FAYETTE COUNTY  
CITY OF OELWEIN

SS:

I, the undersigned City Clerk of the aforementioned City, do hereby certify that I have complete access and control of all of the corporate records of the City and that, based upon examination of such records, I have determined that the City did heretofore establish a Municipal Sanitary Sewer System (the "Utility"), that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the current issue of the amended and restated Sewer Revenue Bond.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

**LOAN AND DISBURSEMENT AGREEMENT  
\$495,192 SEWER REVENUE BONDS**

This Loan and Disbursement Agreement (the “Agreement”) is made and entered into as of February 27, 2026, by and between the City of Oelwein, Iowa (the “Participant”) and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the “Issuer”).

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the “Department”), is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program (the “Program”) established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Iowa municipalities for purposes of the Program; and

WHEREAS, the Participant has participated in the Program as a means of financing all or part of the construction of certain wastewater treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer made a loan to the Participant in the amount of \$1,138,000 (the “Original Loan”) pursuant to a Loan and Disbursement Agreement dated as of December 22, 2023, between the Issuer and the Participant (the “Original Loan and Disbursement Agreement”); and

WHEREAS, pursuant to federal requirements applicable to the capitalization grants, the Issuer made a portion of such Original Loan to the Participant forgivable, pending satisfaction of Program requirements; and

WHEREAS, as the Participant has completed the Project and the Issuer has received a certificate of completion from the Participant, the Issuer has determined that a portion of the Original Loan shall be forgiven. The Issuer has provided written notification to the Participant of the applicable principal forgiveness; and

WHEREAS, in order to provide for the Project in light of the principal forgiveness, the Issuer desires to enter into this Loan and Disbursement Agreement with the Participant and make a Loan (defined herein) to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

**Section 1. Definitions.** In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) “Bonds” shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) “Project” shall mean the particular construction activities approved by the Department and completed by the Participant with respect to its Wastewater Treatment System, as described in the Resolution.

(d) “Regulations” shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 92 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code and the federal requirements described in Section 16 of this Agreement and set forth on Exhibit C attached hereto.

(e) “Resolution” shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Revenue Bond (defined herein), attached hereto as Exhibit B, adopted on February 9, 2026, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond.

(f) “Wastewater Treatment System” shall mean the wastewater treatment system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the wastewater treatment system project which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued sewer revenue bond or capital loan note of the Participant (the “Revenue Bond”) in order to make the Loan to the Participant in the principal amount of \$495,192 (the “Loan”).

The Participant shall have used the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Completion of Project. The Participant represents, warrants and covenants that it has completed the Project.

Section 4. Repayment of Loan; Issuance of Revenue Bonds. The Participant’s obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a no

adverse effect legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the “Interest Rate” as set forth in Section 5 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date hereof as set forth on Exhibit A attached hereto and incorporated herein. Payments of principal, interest and the Servicing Fee shall continue until the Loan is paid in full.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days’ notice of redemption by e-mail, facsimile or by certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond).

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Wastewater Treatment System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant’s obligation hereunder.

#### Section 5. Interest Rate and Servicing Fees.

(a) The Participant agrees to pay a Loan servicing fee (the “Servicing Fee”) to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 4 and Section 5(b) hereof.

(b) The Loan shall bear interest at 1.75% per annum (the “Rate”). As described in Section 4, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, the “Interest Rate”).

Section 6. Compliance with Applicable Laws; Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, operation, maintenance and use of the Project and the Wastewater Treatment System; (ii) to maintain its Wastewater Treatment System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of their respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Wastewater Treatment System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Wastewater Treatment System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Wastewater Treatment System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Wastewater Treatment System.

Section 7. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of

the Bonds loaned to the Participant to acquire any “non-governmental output property” within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations (“refinancing of indebtedness”) unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code or “hedge bonds” within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 8. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Wastewater Treatment System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Wastewater Treatment System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has

received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Wastewater Treatment System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Wastewater Treatment System or essential to the continued operation thereof.

Section 9. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles (“GAAP”) as issued by the Governmental Accounting Standards Board (“GASB”) pronouncements, including GASB Statement No. 34 relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 10. Continuing Disclosure. As a means of enabling the Issuer to comply with the “continuing disclosure” requirements set forth in Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 10 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Wastewater Treatment System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 11. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an “Event of Default” under this Agreement:

- (a) Failure by the Participant to pay, or cause to be paid, any Loan repayment required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Wastewater Treatment System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 12. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 13. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 14. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 15. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, those described on Exhibit C attached hereto.

Section 16. Application of Uniform Electronic Transactions Act.

The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF OELWEIN, IOWA

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

Attest:

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

[Participant Signature Page to LDA]

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

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

[IFA Signature Page to LDA]

**EXHIBIT A**  
**DEBT SERVICE REPAYMENT SCHEDULE**

**EXHIBIT B**  
**AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT**

## **EXHIBIT C**

### **FEDERAL REQUIREMENTS**

1. The Participant has complied with the federal Davis-Bacon and Related Acts, codified at 40 U.S.C. Sections 3140 through 3148.
2. The Project complied with the “American Iron and Steel” provisions of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as amended (the “2014 Act”), and all iron and steel products used in the Project were produced in the United States in compliance with and within the meaning of the 2014 Act, as those provisions are further interpreted by applicable Environmental Protection Agency (“EPA”) guidance, except to the extent waivers to the American Iron and Steel requirements of the 2014 Act were granted by the EPA.
3. The Participant complied with the Federal Single Audit Act (SAA) of 1984, as amended by the Federal Single Audit Act Amendments of 1996 (see 2 CFR 200 Subpart F) and had an audit of their use of federal financial assistance. The Participant agrees to provide the Authority with a copy of the SAA audit within 9 months of the audit period.

# Estimated Amortization Schedule

## City of Oelwein

### C1410R



#### Loan Summary

Loan Closing Date	12/22/2023
First June Principal Payment	6/1/2025
Loan Terms	20
Original Loan Amount	\$ 1,138,000.00
Actual SRF Loan Draws	\$ 1,137,075.00
Initiation Fee Credit	\$ -
Loan Forgiveness Credit	\$ -
<b>Total Loaned Amount</b>	<b>\$ 1,137,075.00</b>
Interest Rate	1.75%
Servicing Fee Rate	0.25%

Year	Payment Date	Principal Payment	Balance
0			\$ 1,137,075.00
1	6/1/2025	\$79,000.00	\$ 1,032,075.00
2	6/1/2026	\$110,075.00	\$ 948,000.00
3	6/1/2027	\$111,000.00	\$ 837,000.00
4	6/1/2028	\$113,000.00	\$ 724,000.00
5	6/1/2029	\$115,000.00	\$ 609,000.00
6	6/1/2030	\$117,000.00	\$ 492,000.00
7	6/1/2031	\$120,000.00	\$ 372,000.00
8	6/1/2032	\$122,000.00	\$ 250,000.00
9	6/1/2033	\$124,000.00	\$ 126,000.00
10	6/1/2034	\$126,000.00	\$ -



Loan Closing Date	12/22/2023
First June Principal Payment	6/1/2025
Loan Terms	4
Original Loan Amount	\$ 1,138,000.00
Actual SRF Loan Draws	\$ 1,137,075.00
Initiation Fee Credit	\$ (5,690.00)
Loan Forgiveness Credit	\$ (557,193.00)
<b>Total Loaned Amount</b>	<b>\$ 574,192.00</b>
Interest Rate	1.75%
Servicing Fee Rate	0.25%

Principal Payments Per Year 1

Year	Payment Date	Principal Payment	Balance
0			\$ 574,192.00
1	6/1/2025	\$79,000.00	\$ 495,192.00
2	6/1/2026	\$162,192.00	\$ 333,000.00
3	6/1/2027	\$165,000.00	\$ 168,000.00
4	6/1/2028	\$168,000.00	\$ -

UNITED STATES OF AMERICA  
STATE OF IOWA  
FAYETTE COUNTY  
CITY OF OELWEIN

Item 7.

SEWER REVENUE BOND, SERIES 2026

No. R-1

\$495,192

RATE	MATURITY DATE	BOND DATE
1.75%	June 1, 2028	February 27, 2026

The City of Oelwein (the “City”), in Fayette County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

FOUR HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED NINETY-TWO DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2026, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2026, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2028. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the “Agreement”) entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the “Project”) to the Municipal Sanitary Sewer System of the City (the “Utility”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 4 of the Agreement.

The Bonds are not general obligations of the City but, together with the City’s outstanding Taxable Sewer Revenue Bond, SRF Series 2005, dated June 27, 2005; Sewer Revenue Bond, SRF Series 2012, dated November 9, 2012; Taxable Sewer Revenue Bond, SRF Series 2018, dated April 13, 2018; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Oelwein, Iowa, has caused this Bond to be executed by its Mayor and attested by Clerk, all as of the Bond Date.

Item 7.

CITY OF OELWEIN, IOWA

By \_\_\_\_\_  
Mayor

Attest:

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

STATE OF IOWA  
FAYETTE COUNTY  
CITY OF OELWEIN

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

\_\_\_\_\_  
City Treasurer

#### ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common  
TEN ENT - as tenants by the entireties  
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA \_\_\_\_\_  
(Custodian)  
As Custodian for \_\_\_\_\_  
(Minor)  
under Uniform Transfers to Minors Act  
\_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the list above.

#### ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

\_\_\_\_\_  
(Please print or type name and address of Assignee)

\_\_\_\_\_  
PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint \_\_\_\_\_, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

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

Signature guaranteed:

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

\_\_\_\_\_  
NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A  
PRINCIPAL PAYMENT SCHEDULE

Item 7.

<u>Due</u> <u>June 1</u>	<u>Amount</u>
2026	\$162,192
2027	\$165,000
2028	\$168,000

## CLOSING CERTIFICATE

We, the undersigned, Mayor and City Clerk of the City of Oelwein, Iowa (the “City”), in connection with the issuance of the City’s amended and restated Sewer Revenue Bond, Series 2026, dated the date hereof (the “Replacement Bond”), do hereby certify as follows:

We are now and were at the time of the execution of the Replacement Bond, the officers respectively above indicated of the City; and in pursuance of Chapter 384 of the Code of Iowa, a resolution adopted by the City Council on February 9, 2026 (the “Resolution”), and a certain amended and restated Loan and Disbursement Agreement (the “Replacement Agreement”), by and between the City and the Iowa Finance Authority, Des Moines, Iowa, as lender (the “Lender”), the Replacement Bond has been heretofore lawfully authorized and this day by us lawfully issued and delivered to the Lender.

The Lender has agreed to forgive a portion of the City’s outstanding Sewer Revenue Bond, SRF Series 2023, dated December 22, 2023 (the “Original Bond”), which was issued pursuant to a Loan and Disbursement Agreement, dated December 22, 2023 (the “Original Agreement”). The Replacement Bond is being issued, and the Replacement Agreement is being executed, in replacement of the Original Bond and the Original Agreement. The modification of the Original Bond will result in a “reissuance” or current refunding of the Original Bond. The City will not receive any new loan proceeds as a result of the current refunding.

The Replacement Bond has been executed by the aforesaid officers; the certificate on the back of the Replacement Bond has been executed by the City Treasurer; and the Replacement Bond has been fully registered as to principal and interest in the name of the Lender on the registration books of the City.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the titles of the aforesaid officers to their respective positions or the proceedings incident to the authorization of the Replacement Bond or in any way concerning the validity of the Replacement Bond, and that none of the proceedings incident to the authorization and issuance of the Replacement Bond have been repealed or rescinded.

We further certify that no appeal of the decision of the City Council to enter into the Replacement Agreement and to issue the Replacement Bond has been taken to the district court.

We further certify that no board of trustees has been created for the management and control of the Municipal Sanitary Sewer System of the City, and such management and control are vested in the City Council of the City.

We further certify that all meetings held in connection with the Replacement Bond were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at the City Hall or principal office of the City on a bulletin board or other prominent place which is easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

IN WITNESS WHEREOF, we have hereunto affixed our hands on February 27, 2026.

CITY OF OELWEIN, IOWA

\_\_\_\_\_  
Mayor

Attest:

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

**Hotel Motel FY 2026****Past Fiscal Year**

Fund 122 balance 6/30/2025 \$ 36,971.38  
 (June '25 pmt \$5693.46 didn't have 49% taken out)

**Current Fiscal Year**

**Estimated Revenue 2025** 70,000.00  
 less Revenue to General Fund 49% (34,300.00)  
 less Revenue to Trails (to trans 6-2021) (10,000.00)  
**FY 2025-26 available for tourism awards \$ 25,700.00**

**Treasurer's Report Fund 122****Month End Balance History**

July 49,718.15  
 August 56,966.36  
 September 64,351.30  
 October 72,016.06  
 November 56,655.91  
 December 69,935.93  
 January 72,559.46  
 February  
 March  
 April  
 May  
 June

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

July '25 9,956.97  
 August '25 7,248.21  
 September '25 7,384.94  
 October '25 7,664.76  
 November '25 -  
 December '25 13,280.02  
 January '26 4,123.53  
 February '26  
 March '26  
 April '26  
 May '26  
 June '26 \$ 49,658.43

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Williams Center - Reba McEntire Tribute	6/1/2025	1500	6/9/2025	1,500	11/12/2025	1,500		
Williams Center - Spirit of Christmas	9/1/2025	1500	9/22/2025	1,500	1/9/2026	1,500		
Grand Theatre - HVAC system	9/1/2025	9779.33	9/22/2025	5,291.15	11/25/2025	5,291.15		
Oelwein Coliseum	10/22/2025	9369	10/27/2025	9,369	11/12/2025	8569	800	
Williams Center - Billy Joel Tribute	1/1/2026	2500	1/26/2026	2,500				
Oelwein USBC - 2026 Tournament	1/1/2026	4600	1/26/2026	4,600				
Total				\$ 24,760.15				

**\$ 37,911.23 Available to award**



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

**Application Deadlines**

September 1 • December 1 • March 1 • June 1

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

**Organization Name:** Oelwein Area Historical Society d/b/a Oelwein Coliseum  
**Contact Name:** Lynda Payne, Treasurer  
**Mailing Address:** PO Box 445  
**City, State, Zip:** Oelwein IA 50662

**Phone:** 319-929-6925 **Email Address:** oahs990@gmail.com

**Date of Project:** 2/14/26 & 3/14/26

**Total Project Cost: \$** 2,500.00

**Total Requested from Hotel/Motel Tax Funds: \$** 2,500.00

Please indicate which category you are applying for funds:

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

20 2nd Ave. S.W.  
Oelwein, Iowa 50662

city@CityofOelwein.org  
www.CityofOelwein.org

Phone: (319) 283-5440  
Fax: (319) 283-4032

## 4. Project Budget:

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

\$1,500.00 cost of Richie Lee & the Fabulous Fifties Band for the Valentine's Day (February 14, 2026) Dance.  
\$1,000.00 cost of rescheduled Band, Bad Dog 20/20 for March 14, 2026

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

We are requesting these funds to pay the fees for these two bands as they are the highest since the Swing Orchestra at the Military Dance in November. We are still 'building' the Coliseum's events and are at the break even stage for bands under \$800.00. Our schedule is filling up! We have 2 other bands in March and one, so far, in April scheduled with some exciting plans in the making for upcoming events.

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

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

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

Yes: ☒ No: ☐ (check one)

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

Amount of Funding: \$

Date of Funding:

## **Reporting**

### **Projects or Events Under \$500**

- Funds can be provided up front to the organization
- A short memo to the city at the conclusion of the event describing the impact the event had on the community
- Receipts proving the hotel motel funds were used properly

### **Projects or events \$500-\$2000**

- A budget and event plan must be provided with the application
- Funds can be provided up front to the organization
- A memo to the city at the conclusion of the event describing the impact the event had on the community
- Receipts proving the hotel motel funds were used properly

### **Projects or events over \$2000**

- A budget and event plan must be provided with the application
- Funds can be provided up front to the organization
- A memo to the city at the conclusion of the event describing the impact the event had on the community
- Memo should include why/if the event made a profit and how that profit will be used
- Receipts proving the hotel motel funds were used properly

## **Assurances**

Applicants hereby agree and acknowledge that:

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

They will comply with the Americans with Disabilities Act;

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

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

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

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

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

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

correct;

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

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

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

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

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

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

### **Cost Reimbursement**

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

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

*Lynda Payne* Treasurer, OAHS  
Recipient

2/3/2026  
Date

Recipient

Date

## RESOLUTION NO. 5619-2024

## RESOLUTION APPROVING HOTEL/MOTEL TAX FUNDING TOURISM PROGRAM GUIDELINES

WHEREAS, the city of Oelwein needs to update the Hotel/Motel Tax Funding Tourism Program Guidelines; and

WHEREAS, the city only wants to partner with nonprofits; and

WHEREAS, this update will ensure recipients of hotel motel funding follow strict rules which come from using public dollars; and

WHEREAS, the city wants to support activities which enhance the community;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the Hotel/Motel Tax Funding Tourism Program Guidelines

Passed and approved this 12 day of August, 2024.



Brett DeVore, Mayor

Attest:



Dylan Mulfinger, City Administrator

Recorded August 13, 2024.

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

	AYES	NAYS	ABSENT	ABSTAIN
Ricchio	x			
Weber	x			
Lenz	x			
Garrigus	x			
Seeders	x			
Payne	x			



**City Of Oelwein**  
**Hotel/Motel Tax Funding**  
**Tourism Program Guidelines**  
**Adopted by Resolution 5619-2024**

**Purpose**

The City of Oelwein is offering grant funds for tourism through projects presented to them by nonprofits. These grant funds are made possible through the hotel/motel tax funds received by the City of Oelwein. By law, 50 percent of these funds must be spent on ventures that promote area tourism. The city will only provide funding to a nonprofit organization, or an event partnering with a nonprofit organization

**Application and Project Deadlines**

Applications will be accepted four times per year and must be received by 4300 p.m. on the deadlines provided below. If deadline falls on a weekend or holiday the deadline shall be 4:30 P.M. on the last working day prior to:

- September 1
- December 1
- March 1
- June 1

The Planning, Finance, Enterprise and Economic Development Committee (PFEED) will meet the first part of January, April, July and October at the Oelwein City Hall Council Room. Each applicant will be afforded the opportunity to attend a brief question and answer session with the PFEED. Applicants need not be available during the committee's review of an application. All applications recommended for approval by PFEED are subject to approval of the Oelwein City Council, which meets on the second and fourth Monday of every month. Applicants will be notified of application approval/denial by mail.

**Application Requirements**

- All applications must be typed.
- All areas of the application must be completed.
- Emailed applications are encouraged

**Eligible Projects**

Eligible applicants include non-profit organizations whose project has a beneficial impact on the community of Oelwein. PFEED encourages creative projects that enhance the lives of residents of Oelwein or promotes tourism in the community. This program supports projects that include but are not limited to:

- Developing and/or expanding tourism programs or facilities.
- Building partnerships and cooperative efforts among tourism providers.
- Enhancing and initiating efforts to attract visitors to the community.



### **Eligibility and Allocation Procedures**

Preference will be given to 501(c)(3) entities as recognized by the Internal Revenue Code of the United States.

All recommendations on allocations shall be subject to City Council approval. Final action on the allocation recommendations and City Council determinations shall be made as a part of the annual budget process.

PFEED will review all four categories. The city council will vote to determine allocation amounts. All meetings will adhere to Iowa's open meeting law.

### **Category 1:**

#### **Primary:**

Applicants are City-owned and operated facilities housing activity that is primarily recreational, cultural, destination marketing or entertainment oriented; the Williams Center for Performing Arts; the Williams Wellness Center; the Veterans Memorial Sports Complex; City commissions dealing with activity that is primarily recreational, cultural, destination marketing or entertainment oriented; and other organizations, programs, events or venues deemed by Council to be of community-wide importance that are not included as line items in the City budget. Debt payments incurred by the City for community organizations or city facilities that provide recreational, cultural, destination marketing or entertainment oriented activities will be the first items funded with Hotel-Motel allocations. In addition, the City may set aside hotel-motel funding for recreational, cultural, community events, or other allocations deemed appropriate by the City Council.

### **Category 2:**

#### **Community Culture and Education:**

Applicants are educational, cultural, and entertainment-oriented entities that are mission-driven and improve the overall quality of life in Oelwein. Organizations should have 501 (c)(3) status under the Internal Revenue Code. Applicants should have regular hours open to the public or a regular series of events open to the public.

### **Category 3:**

#### **Community Recreation and Events:**

Applicants are community recreational and event-oriented entities particularly for recreation activities, annual events or limited time events which illustrate a positive impact on the quality of life. Organizations that are 501(c)(3) will be given preference.

### **Category 4:**

#### **New and Emerging Organizations and Events.**

Applicants are limited to a total of three successive annual applications for a new or emerging organization or event. The program or event shall show uniqueness, fulfill an unmet need or program, and have a positive impact on the quality of life. Organizations should be 501(c)(3) or have applied for such status to be eligible in this category.



### **Ineligible Projects/Components**

- Projects with full funding already in place.
- Projects that do not have a beneficial impact on Oelwein.
- Funds should not become recurring operational expenses.
- Funds may not be used as an individual fundraiser or a donation.
- Funds may not pass through to other projects or organization.
- Non Oelwein events

### **Cost Reimbursement**

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

### **Review/Evaluation Criteria (Tourism)**

Projects will be evaluated using certain criteria including but not limited to:

- Potential number of guests to be generated by the project.
- Number of people the project will reach.
- Financial need of the project.
- Percentage of project funding being requested.
- "Seed money" to start a new project or expand an existing project.
- Quality of the project.
- The likelihood that the project will achieve stated goals.

**Performance Contract****Richie Lee****Richie Lee & The Fabulous 50's**

This contract sets forth the terms, conditions, and stipulations, whereby the following parties have committed to a performance engagement.

Artist/Richie Luckenbill**MAIL CONTRACT TO:****Richie Luckenbill****3712 Amherst St.****Des Moines, Iowa 50313****Booking Information:****Richie:** 515-943-9988<https://www.facebook.com/richieleefab50s>**Lindsay:** 515-344-5449**E-mail:** richielee50s@hotmail.com**Client Name:** Oelwein Coliseum, c/o Lynda Payne **Event Coordinator**

Oelwein Area Historical Society, Treasurer

**Address:** 101 1st St SW; PO Box 445; Oelwein IA 50662**Phone:** (319) 929-6925**E-mail:** oaahs990@gmail.com**EVENT INFORMATION:****Event:** Valentine's Day Dinner & Dance**Sound/lights provided by artist****Event Date:** Saturday, February 14, 2026**Start Time:** 6:00-9:00 pm**Total Hours:** 3hrs**Event Address:** 101 1st St SW; Oelwein IA 50662

If this is an outside event there must be A SHELTER over the band! If there is a slight chance of bad weather (rain) the event must be moved indoors.

- **Artist/Richie Lee agrees** to provide instruments, amps, cords, and PA to perform live music, to participate in sound check, and can sell promotion materials (Cd's, shirts, pictures, etc.) during his performances unless stated otherwise. The client is responsible for all advertising as we can link flyers to the website.

**Stage Plot:** Will be given along with contract with all information needed for power and so forth. Set up: At least 2 Hours prior to show (minimum). More information about this will be sent along with the contract.

**Cancellations:** A cancellation prior to one week (7 days) before the date of the event will result in forfeiture of the deposit.

If an event is cancelled within one week (7 days) before the date of the event, the Client may or may not be liable to pay the Artist/Richie Lee the balance due, depending on the circumstances. Artist/Richie Lee will not be responsible for his inability to perform for the following reasons: 1) Venue is closed for any reason. 2) An improperly equipped or unsafe Venue/Stage. 3) Inability to perform due to any act of terrorism, fire, water, threat, or act of God. Any changes involving the event, location, venue, times etc., must be communicated and approved by Artist/Richie Lee one week (7 days) prior to the event, to ensure a professional performance. Failure to do so may result in the event being cancelled, with total fees being paid to Artist/Richie Lee.

If pictures are needed, please ask for promotional use only.

\$ 1500 (0 rooms provided) Total fee for services by Richie Luckenbill

~~~Please use Pictures from Richie's e-mail address ONLY. (\$250 more, for each additional hour)

\$ 300 20% Deposit required at signing of contract, or within 10 business days, to guarantee your event date, unless stated otherwise. **Deposit is NON-REFUNDABLE!**

\$ 1200 Balance due, paid to Artist/Richie Lee on date of event.

**Please give payment to Richie Lee (DO NOT GIVE TO BAND MEMBERS, ECT.)**

If you would like your flyer/radio ad linked on the website, please e-mail it to richielee50s@hotmail.com

**\*\*\* Checks payable to: Richie Luckenbill \*\*\***

~Artist Signature Richie Luckenbill ~ Date 1/8/2025

This contract is private information. It is not to be discussed with anyone other than the Artist/Richie Lee/Event Coordinator.

~Client's Signature Lynda Payne, Treasurer ~ Date 1/9/2026

Please e-mail me proof of your flyer before you print it to ensure you are using current photos. Thank you.

# Entertainment Contract

## Event Information

Performer: Bad Dog 20/20  
 Title of event: Oelwein Coliseum  
 Date/Time of Event: Dec 6<sup>th</sup> 6p-10p  
 Length of Event: 4hours +4hr setup prior

## Venue Information

Venue address: 101 1<sup>st</sup> SW Oelwein  
 Contact Name: Diana Hallberg  
 Number: facebook messenger  
 Email: dhallberg25@gmail.com

## Stage

Stage dimension requirements are to be a minimum of 20 feet wide x 16 feet deep and level in both directions. Steps are required and must be secured to the stage on one or both ends. The use of step ladders is impermissible. The stage must be covered on all sides to protect equipment from weather elements such as excessive heat from sun or light rain. In the case of inclement weather, a secondary site meeting the specifications within this contract must be provided by the event holders. BD2020 reserves the right to make the final decision as to which site is used taking into consideration the possible chance of rain or strong winds. Stage must be accessible within 10 feet of the band trailer.

## Lighting

Event holders will provide an area light such as a yard light to illuminate performing area for setup/teardown. During performance, the aforementioned light will be shut off to allow for light show.

## Power

220 volt power supply fused to a 60 amp breaker minimum within 50 feet of the performance area is required. Portable generators will not be considered as a suitable power source.

## Miscellaneous

~Bonfires: Ash/soot/smoke will be distanced a minimum of 100 feet from any fixture of our show, including soundboard. Any smoke or ashes blown towards equipment or performers will result in nonrefundable early termination of the show.  
 ~Security: Event holders oversee keeping guests off the stage unless invited by performers. (We are a fun bunch and usually it's not an issue, but occasionally there is 'that one guy'.)

## Payment and Canceling

The fee for performing this event is \$1000. No down payment required at this time. Cash only. Payment is due on the day of the performance prior to loading in/setup.  
 ~In the unlikely event that BD2020 must emergently cancel, down-payment will be refunded in full.  
 ~If no alternate site for inclement weather is provided, the judgment will be left to the band to decide whether it is safe to continue or to tear down. This includes high winds (> 20 mph) and/or sprinkles. If the decision is made for early show termination during/after setup, for weather issues, there will be no refund.  
 ~ If any of the aforementioned specifications are not met, and BD2020 deems it/them crucial to the show prior to setup only the 25% down payment is kept. Full payment is owed if setup has started.

This contract can only be cancelled by emergency situations by either party. If the event representative cancels before the performance date, a 15-day notice is requested. The 25% deposit is non-refundable.

Performing Representative:

Print Tiffany Malanaphy

Signature: Tiffany Malanaphy 9/26/25

Event Representative:

Print

Duane Brandt  
President

Signature:

Duane Brandt



To: Mayor and City Council  
 From: Dylan Mulfinger, City Administrator  
 Subject: Wellness Center Advisory Committee  
 Date: 2/9/2026

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The Wellness Center Advisory Committee is made up of the following community Members:

|                    |          |
|--------------------|----------|
| Todd Bradley       |          |
| Tim Gilson         |          |
| Glenda Rosensteil  | Moved    |
| Jeff Hughes        |          |
| Tony Cannon        | Elected  |
| Cindy Noll         |          |
| Joe Lawson         |          |
| Michelle Mulfinger | Resigned |
| Boyd Eser          | Resigned |

At the February 2 joint meeting with the city council and school board, the city administrator was advised to have this group be brought current and used for advising. The city council must decide who they want to appoint for this role.



To: Mayor and City Council  
From: Dylan Mulfinger, City Administrator  
Subject: Agenda Memo  
Date: 2/9/2026

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#### Consent Agenda

1. Consideration of a motion approving the January 26, 2026 minutes.
2. Consideration of a resolution authorizing a temporary closures of public ways or grounds for Oelwein Odd Rods.
  1. This event takes place each year. The city has had no issues with the shutdowns. The City Administrator recommends approving the resolution.

#### Public Hearing

3. Public Hearing for February 9, 2026 at 6:00PM in the Council Chambers on the sale of 201 9th Ave SW.
  1. This is the sale of the lot to Matt Construction.

#### Resolutions

4. Consideration of a resolution approving the sale of city owned real property located at 201 9th Avenue SW.
  1. This will sell the lot to Matt Construction for \$1.00. This will allow Matt to build three units on the property. This is a big win for Oelwein and one of our goals to increase housing. The City Administrator recommends approving the resolution.
5. Consideration of a resolution scheduling public hearing on proposed sale of city owned real property located at 502 E. Charles on February 23, 2026 at 6PM in the Oelwein City Council Chambers.
  1. This lot will never see another house. The property is on a state highway and not ideal for a new home. The City Administrator recommends approving the resolution.
6. Consideration of a resolution scheduling public hearing on proposed sale of city owned real property located at 111 5th Avenue SW on February 23, 2026 at 6PM in the Oelwein City Council Chambers.
  1. This is a smaller lot in the southwest, not many options for this property other than a sale to the neighbor. The City Administrator recommends approving the resolution.
7. Consideration of a resolution authorizing and approving an amended and restated Loan and Disbursement Agreement and amended and restated Sewer Revenue Bond.



1. The city took out a loan with the state revolving fund to finance the reed bed expansion project. The city was awarded loan forgiveness through the Clean Water State Revolving Fund (CWSRF) program. This took the city from a \$1,137,075 to \$574,192. The city received \$557,193 in forgiveness. This will help dramatically when it comes to building sewer funds for future projects. The City Administrator recommends approving the resolution.

#### Motions

8. Consideration of a motion approving direction from the Planning, Finance, Enterprise, and Economic Development Committee on the Hotel Motel request of \$2,500.00 to Oelwein Historical Society DBA Oelwein Coliseum.
  1. The hotel motel funding is healthy, the city council can consider this request.
9. Consideration of a motion to provide direction to city staff on Wellness Center Advisory Committee.
  1. The city council will need to make a decision on who they want to serve on the Wellness Center Advisory Committee.

JANUARY 2026

## CITY OF OELWEIN TREASURER'S REPORT

Date Printed

2/4/2026

| Fund                                       | Beg Balance          | Revenue           | Expense             | Transfers   | Fund Balance         | BANK BALANCE |
|--------------------------------------------|----------------------|-------------------|---------------------|-------------|----------------------|--------------|
| 001 General                                | 1,087,616.16         | 123,081.33        | 260,432.02          | (916.67)    | 949,348.80           | Item A.      |
| 051 County Emergency Management            | 15,102.01            | 119.74            | -                   | -           | 15,221.75            |              |
| 110 Road Use Tax                           | 654,800.70           | 68,166.35         | 62,778.32           | -           | 660,188.73           |              |
| 112 Trust and Agency                       | 800,303.94           | 7,903.40          | 92,444.67           | -           | 715,762.67           |              |
| 113 Flex Spending                          | 1,415.73             | 1,645.50          | 1,645.50            | -           | 1,415.73             | 1,415.73     |
| 119 Emergency                              | -                    | -                 | -                   | -           | -                    |              |
| 120 Sidewalks Repaired/Replaced Dwtm       | 125,000.00           | -                 | -                   | -           | 125,000.00           |              |
| 121 Sales Tax                              | 437,120.44           | 79,519.34         | -                   | -           | 516,639.78           |              |
| 122 Hotel/Motel Tax                        | 69,935.93            | 4,123.53          | 1,500.00            | -           | 72,559.46            |              |
| 123 Gas-Electric Franchise Fee             | 208,473.12           | -                 | 4,760.13            | (21,295.00) | 182,417.99           |              |
| 124 Library Bequest                        | 372,203.03           | 1,620.21          | -                   | -           | 373,823.24           |              |
| 126 Downtown TIF                           | 286,794.26           | 1,178.36          | -                   | -           | 287,972.62           |              |
| 127 Industrial Park TIF                    | -                    | -                 | -                   | -           | -                    |              |
| 128 Ind Park SubFund TIF East Penn         | 910,687.94           | 2,103.76          | -                   | -           | 912,791.70           |              |
| 132 DARE                                   | -                    | -                 | -                   | -           | -                    |              |
| 136 Trees Forever                          | 4,607.11             | -                 | -                   | -           | 4,607.11             |              |
| 146 Oelwein Housing Revolving Loan Fund    | 114,095.91           | 241.41            | -                   | -           | 114,337.32           |              |
| 160 Econ Dev (\$12,500 Wellness Res)       | (158,782.47)         | 139,852.00        | 153,491.71          | -           | (172,422.18)         |              |
| 161 IRP Revolving Loan                     | 367,899.83           | 10,764.88         | 801.80              | -           | 377,862.91           | 378,789.71   |
| 162 Downtown Business Grants               | 151,516.29           | -                 | -                   | -           | 151,516.29           |              |
| 167 Oelwein Volunteer Fire Dept            | 13,590.26            | -                 | -                   | 916.67      | 14,506.93            |              |
| 177 Forfeit Assets                         | 1,689.66             | -                 | -                   | -           | 1,689.66             |              |
| 200 Debt Service                           | 746,533.95           | 5,770.54          | -                   | 21,295.00   | 773,599.49           |              |
| 201 Water Bondsinking                      | 258,234.07           | 576.57            | -                   | 29,287.00   | 288,097.64           |              |
| 202 Sewer Bondsinking                      | 490,983.63           | 1,084.10          | -                   | 62,235.00   | 554,302.73           |              |
| 205 Special Assessments                    | 31,292.00            | -                 | -                   | -           | 31,292.00            |              |
| 282 CDBG Housing Rehab                     | -                    | -                 | -                   | -           | -                    |              |
| 287 2020 GO Bond                           | 6,846.67             | -                 | -                   | -           | 6,846.67             |              |
| 301 HMGP 4483 GRANT                        | -                    | -                 | -                   | -           | -                    |              |
| 302 Oelwein Housing Teardown               | 784.50               | -                 | -                   | -           | 784.50               |              |
| 305 Airport Grant                          | (23,301.14)          | -                 | 17,340.02           | -           | (40,641.16)          |              |
| 307 Tri Park Trail Extensions              | 790,184.90           | -                 | 1,067.50            | -           | 789,117.40           |              |
| 310 Plaza Park Expansion (OCAD Project)    | -                    | -                 | -                   | -           | -                    |              |
| 314 Dry Run Creek Flooding                 | (189,993.77)         | -                 | -                   | -           | (189,993.77)         |              |
| 360 Cares Act NE Sewer Replacement         | -                    | -                 | -                   | -           | -                    |              |
| 385 Water Main Rpl 1 Av NE 5 & 12 Av SE    | 5,679.97             | -                 | -                   | -           | 5,679.97             |              |
| 387 '23-24 HMA Paving Imp 1st 12th SF Evnt | 232,156.75           | -                 | -                   | -           | 232,156.75           |              |
| 388 2024 GO Bond Const 10th St Bridge      | 1,149,082.14         | 12,759.75         | 121,474.57          | -           | 1,040,367.32         |              |
| 393 2022 GO Bond Construction City Hall    | 24,354.64            | -                 | -                   | -           | 24,354.64            |              |
| 397 Railroad Grant-Viaduct                 | 37,901.24            | -                 | 19,629.48           | -           | 18,271.76            |              |
| 501 Cemetery Perp Care                     | 300,492.26           | 0.30              | -                   | -           | 300,492.56           | 3,492.56     |
| 600 Water (2016D Reserve \$67,000)         | 879,682.23           | 173,980.16        | 87,863.22           | (64,287.00) | 901,512.17           |              |
| 601 Water Infrastructure Fee               | 476,478.31           | (6.02)            | 240.73              | 35,000.00   | 511,231.56           |              |
| 620 Customer Water Deposits                | 142,991.13           | 1,530.83          | 1,200.00            | -           | 143,321.96           |              |
| 640 Fuel                                   | 4,628.92             | 4,368.21          | -                   | -           | 8,997.13             |              |
| 670 Landfill                               | 231,221.54           | 52,748.74         | 84,234.63           | -           | 199,735.65           |              |
| 671 Recycling                              | 62,548.10            | 6,541.58          | 18,240.89           | -           | 50,848.79            |              |
| 672 ROW Trees Utility Fee                  | 30,729.09            | 8,236.69          | 6,750.00            | -           | 32,215.78            |              |
| 680 Wellness Center                        | (27,968.69)          | 24,906.76         | 19,334.20           | -           | (22,396.13)          |              |
| 700 Sewer/Waste Treatment                  | 1,575,297.41         | 204,006.34        | 102,252.54          | (97,235.00) | 1,579,816.21         |              |
| 701 Sewer Infrastructure Fee               | 627,240.77           | (0.34)            | -                   | 35,000.00   | 662,240.43           |              |
| 706 Reed Bed Exp - EQ Liner                | (32,031.20)          | -                 | 580.75              | -           | (32,611.95)          |              |
|                                            | <b>13,296,119.27</b> | <b>936,824.02</b> | <b>1,058,062.68</b> |             | <b>13,174,880.61</b> |              |

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

2,177,445.15

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

9,047,000.00

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

382,771.20

Unapplied Accounts Receivable

-

Balance Checking Account 999-1000

1,567,664.26

Payroll Liabilities

-

**13,174,880.61****13,174,880.61**

Signature:

Date:

2/4/26

1/1/2026

1/31/2026

12/31/2025

| revenue   | expense   | transfer in | transfer out |
|-----------|-----------|-------------|--------------|
| 001-___-4 | 001-___-6 | 001-___-49  | 001-___-69   |
| 051-___-4 | 051-___-6 | 051-___-49  | 051-___-69   |
| 110-___-4 | 110-___-6 | 110-___-49  | 110-___-69   |
| 112-___-4 | 112-___-6 | 112-___-49  | 112-___-69   |
| 113-___-4 | 113-___-6 | 113-___-49  | 113-___-69   |
| 119-___-4 | 119-___-6 | 119-___-49  | 119-___-69   |
| 120-___-4 | 120-___-6 | 120-___-49  | 120-___-69   |
| 121-___-4 | 121-___-6 | 121-___-49  | 121-___-69   |
| 122-___-4 | 122-___-6 | 122-___-49  | 122-___-69   |
| 123-___-4 | 123-___-6 | 123-___-49  | 123-___-69   |
| 124-___-4 | 124-___-6 | 124-___-49  | 124-___-69   |
| 126-___-4 | 126-___-6 | 126-___-49  | 126-___-69   |
| 127-___-4 | 127-___-6 | 127-___-49  | 127-___-69   |
| 128-___-4 | 128-___-6 | 128-___-49  | 128-___-69   |
| 132-___-4 | 132-___-6 | 132-___-49  | 132-___-69   |
| 136-___-4 | 136-___-6 | 136-___-49  | 136-___-69   |
| 146-___-4 | 146-___-6 | 146-___-49  | 146-___-69   |
| 160-___-4 | 160-___-6 | 160-___-49  | 160-___-69   |
| 161-___-4 | 161-___-6 | 161-___-49  | 161-___-69   |
| 162-___-4 | 162-___-6 | 162-___-49  | 162-___-69   |
| 167-___-4 | 167-___-6 | 167-___-49  | 167-___-69   |
| 177-___-4 | 177-___-6 | 177-___-49  | 177-___-69   |
| 200-___-4 | 200-___-6 | 200-___-49  | 200-___-69   |
| 201-___-4 | 201-___-6 | 201-___-49  | 201-___-69   |
| 202-___-4 | 202-___-6 | 202-___-49  | 202-___-69   |
| 205-___-4 | 205-___-6 | 205-___-49  | 205-___-69   |
| 282-___-4 | 282-___-6 | 282-___-49  | 282-___-69   |
| 287-___-4 | 287-___-6 | 287-___-49  | 287-___-69   |
| 301-___-4 | 301-___-6 | 301-___-49  | 301-___-69   |
| 302-___-4 | 302-___-6 | 302-___-49  | 302-___-69   |
| 305-___-4 | 305-___-6 | 305-___-49  | 305-___-69   |
| 307-___-4 | 307-___-6 | 307-___-49  | 307-___-69   |
| 310-___-4 | 310-___-6 | 310-___-49  | 310-___-69   |
| 314-___-4 | 314-___-6 | 314-___-49  | 314-___-69   |
| 360-___-4 | 360-___-6 | 360-___-49  | 360-___-69   |
| 385-___-4 | 385-___-6 | 385-___-49  | 385-___-69   |
| 387-___-4 | 387-___-6 | 387-___-49  | 387-___-69   |
| 388-___-4 | 388-___-6 | 388-___-49  | 388-___-69   |
| 393-___-4 | 393-___-6 | 393-___-49  | 393-___-69   |
| 397-___-4 | 397-___-6 | 397-___-49  | 397-___-69   |
| 501-___-4 | 501-___-6 | 501-___-49  | 501-___-69   |
| 600-___-4 | 600-___-6 | 600-___-49  | 600-___-69   |
| 601-___-4 | 601-___-6 | 601-___-49  | 601-___-69   |
| 620-___-4 | 620-___-6 | 620-___-49  | 620-___-69   |
| 640-___-4 | 640-___-6 | 640-___-49  | 640-___-69   |
| 670-___-4 | 670-___-6 | 670-___-49  | 670-___-69   |
| 671-___-4 | 671-___-6 | 671-___-49  | 671-___-69   |
| 672-___-4 | 672-___-6 | 672-___-49  | 672-___-69   |
| 680-___-4 | 680-___-6 | 680-___-49  | 680-___-69   |
| 700-___-4 | 700-___-6 | 700-___-49  | 700-___-69   |
| 701-___-4 | 701-___-6 | 701-___-49  | 701-___-69   |
| 706-___-4 | 706-___-6 | 706-___-49  | 706-___-69   |

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Revenue check - should equal transfers

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1,567,664.26

9991000 Checking

9991111 Utility

9991112 Accounts Receivable

0012120 payroll liabilities

\_\_\_-2020 accounts payable

- Ckg Bal to match

Col I Line 62

Item A.



## The Library Noise February 2026

Volume 17, Issue 2

### February Calendar

|                                               |        |
|-----------------------------------------------|--------|
| 2/7 Take Your Child to the Library Activities | 10:00  |
| 2/9 Friends Meeting                           | 10:00  |
| 2/11 Library Board Meeting                    | 5:00   |
| 2/13 Friends Chocolate Fest                   | 4:30-7 |
| 2/23 Book Talk                                | 10:00  |
| Read a book with Iowa ties                    |        |
| 2/28 Glass Fusion Class                       | 10:00  |

### Glass Fusion Class Saturday, February 28th at 10 a.m.

Candida from Blue Lily Creations will lead a program on glass fusion. Participants will have the opportunity to make a 4" X 5" sun catcher. She will have patterns and examples for you look at. Use one of her patterns or make a masterpiece of your own. Pre-register and Pre-pay at the library. Cost:\$40 each person  
Class limit of 20  
Blue Lily Creations-Waterloo, IA



### Donor's Corner

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

#### In memory of Seth Garceau

Jens & Joanne Nielsen

#### In memory of Pat Arthaud

Dianne Loughren, Friends of the Library

#### In memory of Bette & Dave Greco & Sue Ann Greco-Powers

Amelia Greco-Welden

#### In memory of Ken Magsamen

Sandra Magsamen

#### In memory of Donald Bushaw

The Magsamen Family



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

To request an accommodation for programs call 319-283-1515 or email [oelwein@oelwein.lib.ia.us](mailto:oelwein@oelwein.lib.ia.us).



### Friends of the Library Chocolate Fest Friday, February 13th 4:30-7



Fill a box with your choice of delicious chocolate treats.

Cost: \$10 for a small box, \$15 for a large box.

Enjoy some treats at the Fest and take home the rest.

**In 2026, we will commemorate the 250th anniversary of the signing of the Declaration of Independence in 1776. The library is excited to honor this milestone by providing special programming.**

**Thursday, March 5th at 4:30 p.m.**

#### **The Founding Mothers presented by Laura Keyes**

This Illustrated Lecture focuses on the remarkable women who had a first-hand view of the founding of our nation, and whose stories need to be shared. Join Laura Keyes as she shares their history, their bravery, and their surprising legacies. Sponsored by the Friends of the Library.

**Wednesday, April 8th at 6:00 p.m.**

#### **Daughters of the American Revolution presented by Barbara Glasener**

Join Barbara to learn about membership and access valuable tips for researching Revolutionary War ancestors. The NSDAR is a women's service organization dedicated to volunteer work that promotes patriotism, preserves American history, and supports education for children. Women aged 18 and older with direct descent from a Patriot of the American Revolution can join.

**Thursday, June 11th at 6:00 p.m.**

#### **Colonial Country Dance Class presented by Anna Kerns**

Join us as Anna Kerns from the Northeast Iowa Dance Academy (NIDA) will teach participants dance steps from the Colonial period. Colonial era attire encouraged. Refreshments served by the Friends of the Library.

#### **Discover Indigenous Culture**

You will have the chance to explore the history of Indigenous Peoples in Iowa during 1776.

**More detail regarding this program to come.**

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

**201 East Charles St. Oelwein, IA 50662 | 319-283-1515 | [oelwein@oelwein.lib.ia.us](mailto:oelwein@oelwein.lib.ia.us) | [www.oelwein.lib.ia.us](http://www.oelwein.lib.ia.us)**

# KID ZONE

February 2026

## New items on the shelf

### DVD's:

**One Battle After Another, Wicked For Good, Roofman**

### Fiction:

My Husband's Wife-Alice Feeney, Dear Debbie-Freida McFadden, Robert B. Parker's Showdown-Mike Lupica, The Bird Watcher-Jacquelyn Mitchard, Rings of Fate-Melissa DeLa Cruz, Remember That Day-Mary Balogh, Cape Fever-Nadia Davids, The First Time I Saw Him-Laura Dave, Order of Royals-Jude Deveraux, The Storm-Rachel Hawkins, The Shop on Hidden Lane-Jayne Ann Krentz, The Hitch-Sara Levine, Buckeye-Patrick Ryan, The Invisible Woman-James J. Patterson, The Viper-Brad Meltzer, Heart the Lover-Lily King

### Non-Fiction:

Greatness Code-Alan C. Guarino, On Fire for God-Josiah Hesse, Enough-Ania M. Jastreboff, MD., PhD and Oprah Winfrey, Dear Marty. We Crapped in Our Nest-Art Cullen, Unbearable-Irin Carmon, Black Bear-Trina Moyles

### Ladybug:

How to Have a Thought-Nicholas Day, Frog: a Story of Life on Earth-Isabel Thomas, Bluey: Granny Mobile, Little Blue Truck and Racer Red-Alice Schertle, Kat and Brandy-Katherine Schwarzenegger Pratt, You're a Poet-Sean Taylor, Waiting for Winter-Stephen Gorman

### New J:

Into the Rapids-Ann Braden, The Last Ember-Lily Berlin Dodd, Forever Ripley-McCall Hoyle, The Treasure of Ocean Parkway-Sarvenaz Tash, Unreal-Kate Simpson, The Gland Factory-Rachel Poliquin, Words Apart-Aimee Lucido

I ♥ BOOKS

## Kid's February Programs

**Saturday, February 7 from 10:00am - 12:00 p.m.**

Beat the winter blues and join us for Take Your Child to the Library Day. Make a sail car and a set of speakers, go on a scavenger hunt, enter a drawing to win Dav Pilkey books, and so much more. It's a great day to have some fun at the library, and...it's all free!

**Wednesday, February 11th at 10:00 a.m.**

Sensory Playtime.

Co-sponsored by the Early Head-Start Program.

**Wednesday, February 18 at 10:00 a.m.**

"Let the Games Begin!"

Storytime - Olympics-themed fun and books.

**Wednesday, February 18th at 3:00 p.m.**

**LEGOS: Block Party**



## Winter Reading Challenge!

This challenge runs through February. Everyone who successfully

completes this challenge will have a chance to win the latest Dog Man

book, *Dog Man: Big Jim Believes* by Dav Pilkey. Pick up your challenge

sheet. Complete and return to the library. You will receive a sticker and

gain entry into the drawing.

This challenge ends February 28th.

Entries must be in by end of the day.



## Take & Make Kits

Make a Heart Wall Hanging just in time for Valentine's Day



**Sign up today.  
Share the gift of reading.  
Ask us how.**



## Did You Know?

The Oelwein Public Library Foundation, along with the Robert and Ruth Walker Charitable Foundation, sponsors 186 children in Dolly Parton's Imagination Library, providing monthly age-appropriate books. So far, 144 children have graduated from the program at age five.

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

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

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

## City of Oelwein, IA

### CLIENT LIAISON:

Marie Amundson, PE

Phone: 608.242.6623

[mamundson@msa-ps.com](mailto:mamundson@msa-ps.com)

Lisa Truong, MPA

Phone: 319.536.3492

[ltruong@msa-ps.com](mailto:ltruong@msa-ps.com)

### DATE:

February 5, 2026



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

### COMMUNITY CHANGE GRANT – PROJECT #08884014

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

### FMA FUNDING – PROJECT #08884015

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

### RAIL YARD BROWNFIELD

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

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

### IDALS WQI URBAN CONSERVATION PROJECTS PROGRAM

MSA provided support with the Water Quality Institute (WQI) funding application with water quality calculations and application narrative assistance. Additionally, MSA attended a meeting with the IDALS Urban Conservationist. The City did not receive funds at this time, solely due to a lack of secure funding from FEMA. IDALS is excited for the project and wants to work together when the project is ready to move forward.