



## Agenda

Planning, Finance, Enterprise and Economic Development

Oelwein Community Plaza, 25 West Charles, Oelwein, Iowa

5:30 PM

October 12, 2020

Oelwein, Iowa

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**Mayor:** Brett DeVore

**Mayor Pro Tem:** Warren Fisk

**Council Members:** Matt Weber, Renee Cantrell, Tom Stewart, Lynda Payne, Karen Seeders

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### Pledge of Allegiance

### Discussions

- [1.](#) Consideration of an application for demolition funding assistance for 124 4th Avenue SW
- [2.](#) Consideration of an application for demolition funding assistance for 407 East Charles
- [3.](#) Consideration of an application for demolition funding assistance for 321 1st Avenue SE
- [4.](#) Consideration of an application for demolition funding assistance for 818 1st Avenue NE
- [5.](#) Consideration of an application for demolition funding assistance for 825 North Frederick - Garage

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### Adjournment

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

**RESIDENTIAL DEMO GRANT 160-5200-64901**

**forfeited prior years awards**    \$8,172.53  
**Budget 2020-2021**            \$25,000.00  
    
  \$33,172.53

<b>NAME</b>	<b>DATE AWARDED</b>	<b>AMOUNT AWARDED</b>	<b>PAID</b>	<b>AMOUNT PAID</b>	<b>DATE PAID</b>	<b>NOTES</b>
Tommi Jo Stammeyer	6/23/2020	5,000.00	yes	5,000.00	8/27/2020	
Jerry & Alice Peeper	9/14/2020	3,400.00	yes	3,400.00	9/18/2020	
	<b>TOTAL</b>	<b>8,400.00</b>				

**REMAINING BALANCE \$24,772.53**



### RESIDENTIAL DEMOLITION ASSISTANCE APPLICATION

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

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

### PROJECT INFORMATION

Address of Property to be Demolished: 124 4th AV SW

Applicant Name: Mark Ihde + Diane Ihde

Owner Name: Mark Ihde + Diane Ihde

Mailing Address: 27974 Maple Rd

City, State, Zip: West Union, IA, 52175

Phone: 563-379-8760

E-mail Address: mdj33i@gmail.com

Legal Description: LOT 21 BLK 1 Browns Sub

Application date: 9-21-2020

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

Year awarded

Project (address of property)

Amount awarded

List last date the structure was continuously occupied 11-10-19

List the last time this structure was served by utilities Still serviced

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

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

Partner

Identify participation in project

(For Official Use Only)

Community Development Department Application Review

Application reviewed on: October, 8, 2020

Application reviewed by: Jay Shekleton

Comments:

Foundation of home is failing. Walls are caving inward. The foundation walls were repaired at some point but that is also failing.

Brewer Construction, LLC

1251 Fontana Blvd  
 Hazleton, IA 50641

Item 1.

# Estimate

Date	Estimate #
10/18/2019	432

Name / Address
Mark Ihde 27974 Maple Rd. West Union IA 52175

Project

Description	Qty	Cost	Total
Demolition of house at 124 4th Ave S.W. in Oelwein IA. Remove and dispose of entire structure and all interior debris. Remove and dispose of basement walls to 4 ft. below surface. Fill with materials and dirt to grow grass and smooth surface. All concrete on the property removed and disposed. City water and sewer capped and left available for future purposes. Building Permits	1	8,175.00	8,175.00
	1	100.00	100.00
50% down and 50% upon completion		<b>Total</b>	<b>\$8,275.00</b>

Customer Signature \_\_\_\_\_

Bryan Construction Inc

1302 Outer Rd  
Oelwein, IA. 50662

Item 1.

# Estimate

DATE	ESTIMATE NO.
12/7/2019	2338

NAME / ADDRESS
Mark Ihde 27974 Maple Rd. West Union, IA 52175

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Demolition House 124 4th Ave. SW Oelwein 1. Cap Utilities As Required By City 2. Provide Demolition Permit 3. Remove Trees As Needed 4. Demolish House 5. Transport / Disposal Of House And Contents At Black Hawk County Landfill 6. Provide Clean Fill To Minimum 4' Depth In Basement 7. All Work To Be In Compliance With Governing Regulations 8. Tire Removal Fee Is \$20.00 Each ( Not Included )		6,200.00	6,200.00
Proposal Valid For 30 Days		<b>TOTAL</b>	\$6,200.00

October 2, 2020

Mark Ihde  
27974 Maple Road  
West Union, Iowa 52175

Re: House Demolition at 124 4<sup>th</sup> Ave. SW

Mark Ihde,

As requested, we are submitting a proposal for the demolition of the house and garage at 124 4<sup>th</sup> Ave. SW. in Oelwein, Iowa. Our Cost Proposal and detailed Scope of Work are as follows:

Scope of Work – Demolition

City of Oelwein Demolition Permit  
Iowa One Call to locate utilities  
Disconnect of water and sewer service at property line per the City of Oelwein requirements  
Demolition of house and garage  
Removal of building debris and landfill dumping fees  
Removal of concrete slabs, walls, and footings to 4' below grade  
Removal of concrete private sidewalks  
Backfill of basement and crawl spaces  
Regrade disturbed areas to drain  
4" of topsoil and fine grading  
Contractor Salvage Rights to materials and items left in building at time of demolition  
General Liability Insurance

Exclusions

Disconnect of electrical and gas services  
Removal and replacement of concrete City curb and gutter  
Hazardous material (including asbestos) testing, removal, and disposal

**Bid Proposal - \$6,935.00**

**Terms – Net 15 Days**

We will protect the City sidewalk and private driveway to allow our access with heavy construction equipment. We will not be responsible for replacement of these pavements at completion of the project.

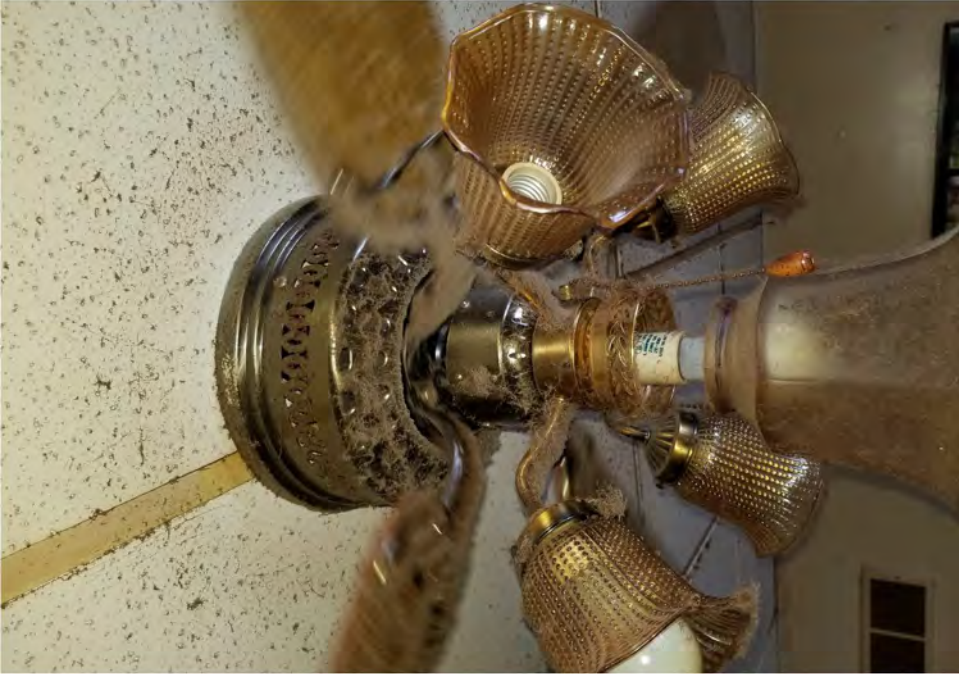
All work to be completed per all State, Federal, and City requirements.

If you have any questions, you can contact me at 563-543-7360 cell.

Respectfully submitted,  
Chad Lansing  
Lansing Brothers Construction



























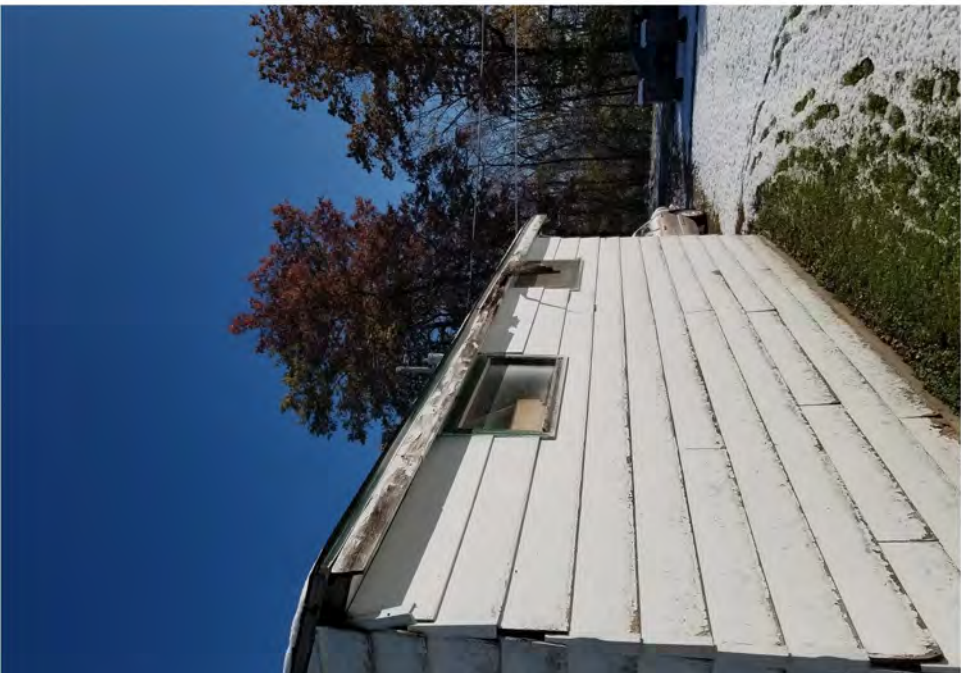
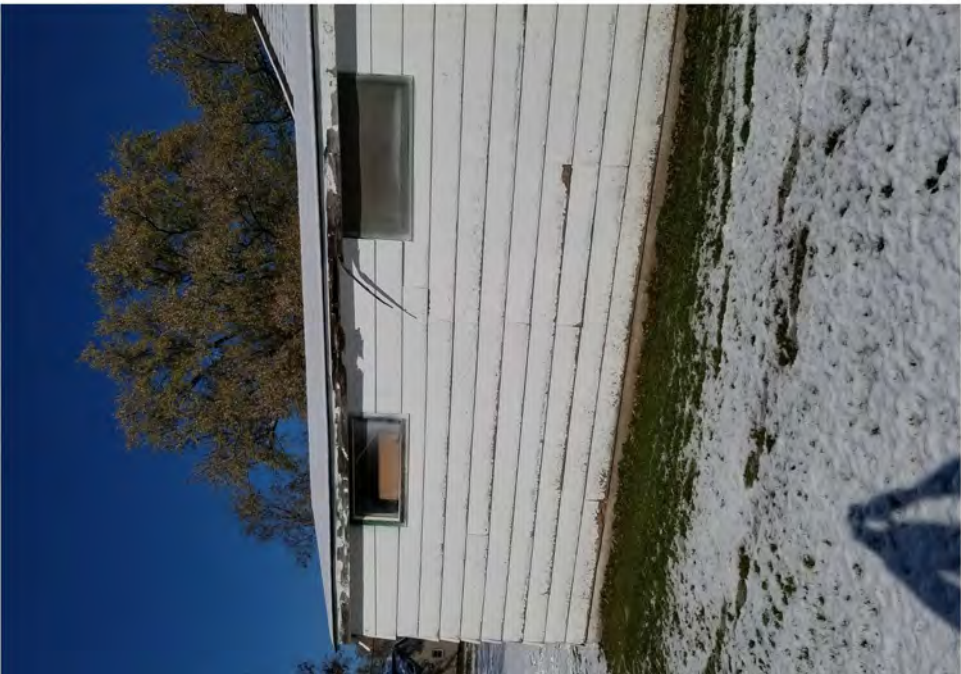
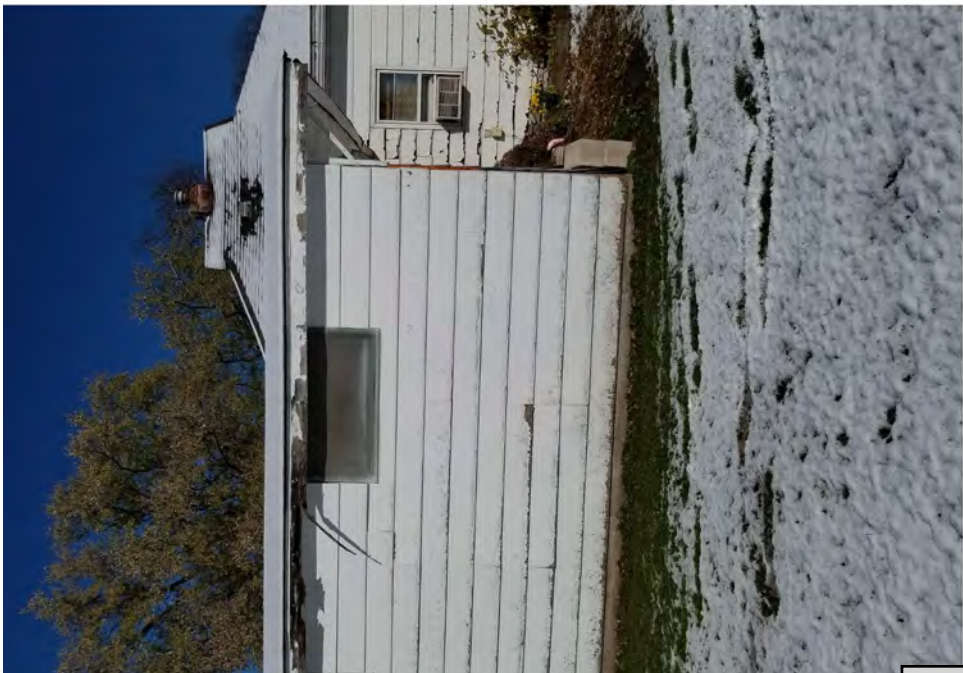












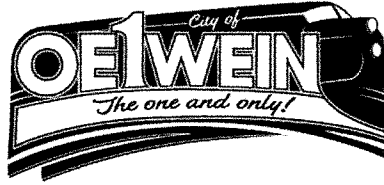












## RESIDENTIAL DEMOLITION ASSISTANCE APPLICATION

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

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

### PROJECT INFORMATION

Address of Property  
to be Demolished: 407 E. Charles St. Oelwein IA

Applicant Name: Roger A + Linda L. Medberry

Owner Name: Roger A + Linda L. Medberry

Mailing Address: 401 E. Charles St

City, State, Zip: Oelwein, IA 50662

Phone: 319-238-1960 OR 319-238-1962

E-mail Address: Linda.medberry@gmail.com

Legal Description: E. 50' W. 100' S 1/2 of Lot 6 + E 50' W 100' Lots 7 + 8 Block 4  
Paigns 3<sup>RD</sup> ADD Oelwein (Fayette) Iowa

Application date: 9/3/2020

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

Year awarded N/A

Project (address of property) N/A

Amount awarded N/A

List last date the structure was continuously occupied 9/30/2017

List the last time this structure was served by utilities 9/11/2020

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

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

Partner

Identify participation in project

N/A

N/A

(For Official Use Only)

Community Development Department Application Review

Application reviewed on: October 8, 2020

Application reviewed by: Jay Shebleton

Comments:

Owners have started removing windows & other material from the home. Foundation could not be inspected due to wall covering. Roof is in poor condition, wall covering in the basement is covered with mildew/mold.

August 17, 2020

Roger & Linda Medberry  
401 East Charles St.  
Oelwein, Iowa 50662

Re: House Demolition at 407 East Charles St.

Roger & Linda Medberry,

As requested, we are submitting a proposal for the demolition of the house and garage at 407 East Charles St. in Oelwein, Iowa. Our Cost Proposal and detailed Scope of Work are as follows:

Scope of Work – Demolition

City of Oelwein Demolition Permit

Iowa One Call to locate utilities

Disconnect of water and sewer service at property line per the City of Oelwein requirements

Demolition of house and garage

Removal of building debris and landfill dumping fees

Removal of concrete private sidewalks

Collapsing and breaking up of foundation walls and basement walls

Backfill of basement

Regrade disturbed areas to drain

4” of topsoil and fine grading

Contractor Salvage Rights to materials and items left in building at time of demolition

General Liability Insurance

Exclusions

Disconnect of electrical and gas services

Removal of patio pavers

Hazardous material (including asbestos) testing, removal, and disposal

**Bid Proposal - \$8,285.00**

**Terms – Net 15 Days**

We will protect the City sidewalk and private driveway to allow our access with heavy construction equipment. We will not be responsible for replacement of these pavements at completion of the project.

All work to be completed per all State, Federal, and City requirements.

If you have any questions, you can contact me at 563-543-7360 cell.

Respectfully submitted,  
Chad Lansing  
Lansing Brothers Construction

Bryan Construction Inc

1302 Outer Rd  
Oelwein, IA. 50662

Item 2.

# Estimate

DATE	ESTIMATE NO.
6/17/2020	2346

NAME / ADDRESS
Roger Medberry 401 E. Charles Oelwein, IA. 50662

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Demolition House And Garage 407 E. Charles Oelwein 1. Cap Utilities As Required By City 2. Provide Demolition Permit 3. Remove Trees As Needed 4. Demolish House And Garage 5. Transport / Disposal Of House And Contents At Black Hawk County Landfill 6. Remove Foundation And Provide Clean Fill To Minimum 4' Depth 7. All Work To Be In Compliance With Governing Regulations 8. Tire Removal Fee Is \$20.00 Each ( Not Included )		8,100.00	8,100.00
Proposal Valid For 30 Days		<b>TOTAL</b>	\$8,100.00



We have accepted the bid from Chad Lansing despite it being a bit higher due to a consistent lack of interest displayed by Bryan Construction. Phone calls have not been returned and a request for a meeting with Mr Bryan to discuss how the demolition would be done and what we needed to do to prepare for it was totally ignored.

Item 2.

























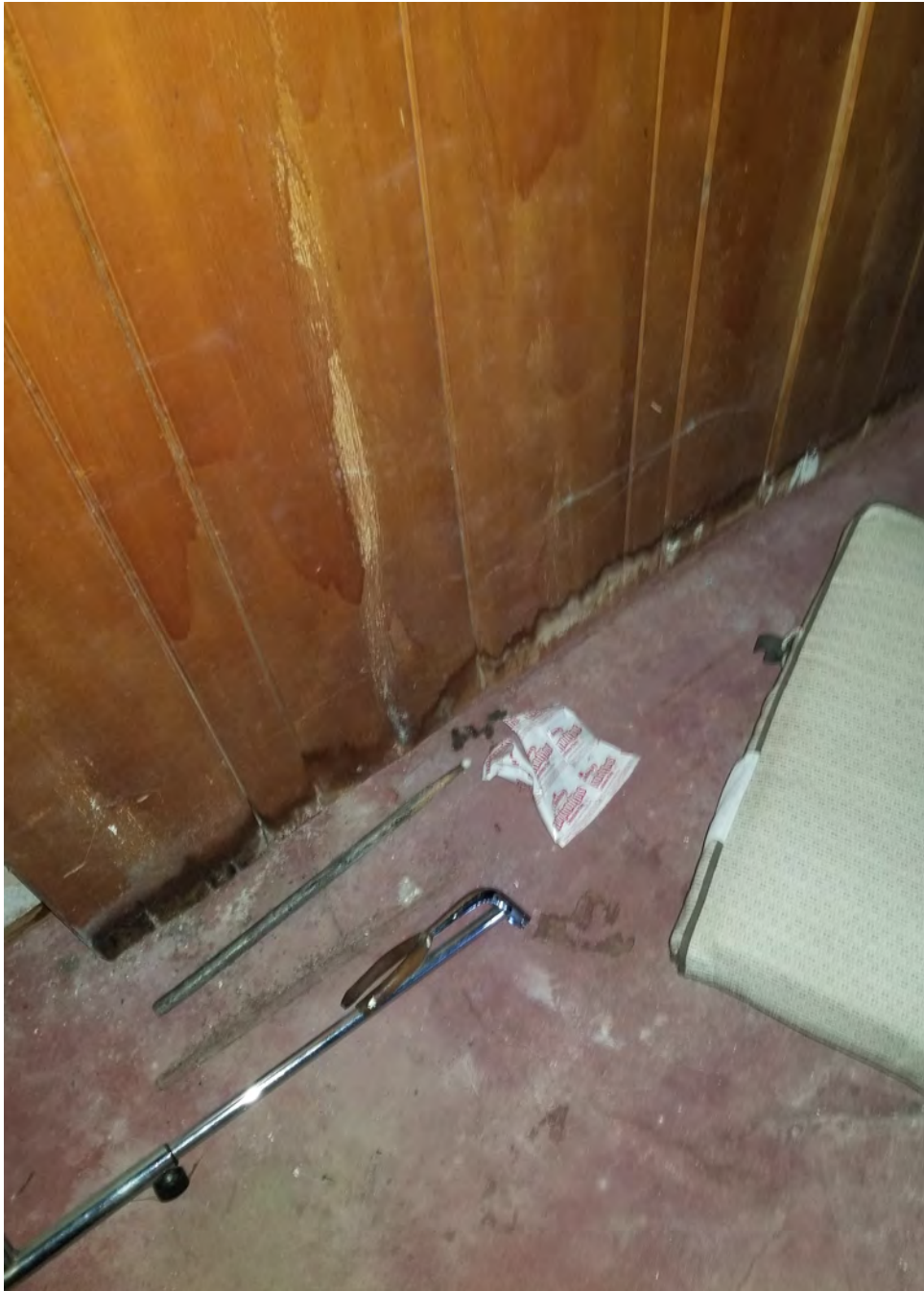






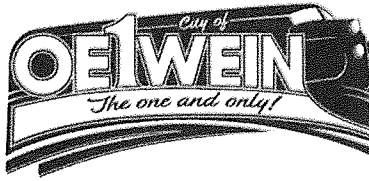












**RESIDENTIAL DEMOLITION ASSISTANCE APPLICATION**

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**PROJECT INFORMATION**

Address of Property to be Demolished: 321 1st Ave SE, Oelwein, IA 50662

Applicant Name: Tim Reed / NMK Rentals, LLC

Owner Name: NMK Rentals, LLC

Mailing Address: 601 11th Ave NE

City, State, Zip: Independence, IA 50644

Phone: 319-240-5265

E-mail Address: shelly@timreed.net

Legal Description: The South Half of Lot 2, Block 5, Oelwein's 3rd Addition to Oelwein, Fayette County, Iowa

Application date: 9/30/2020

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

Year awarded 2019  
Project (address of property) 313 1st Ave SE, Oelwein, IA 50662  
Amount awarded \$3700 (1/2 of \$7400 cost)

List last date the structure was continuously occupied August 2020

List the last time this structure was served by utilities August 2020

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

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

Partner	Identify participation in project
none	

(For Official Use Only)

**Community Development Department Application Review**

Application reviewed on: October 8, 2020

Application reviewed by: *[Signature]*

Comments:

*Exterior of the home is in poor condition. Interior walls are destroyed. Foundation walls are in fair condition with signs of water penetration.*

*Garage structure is in need of repair.*



Chad Lansing

Yes we would be interested in giving you a price to demolish the house

Can you text me the address

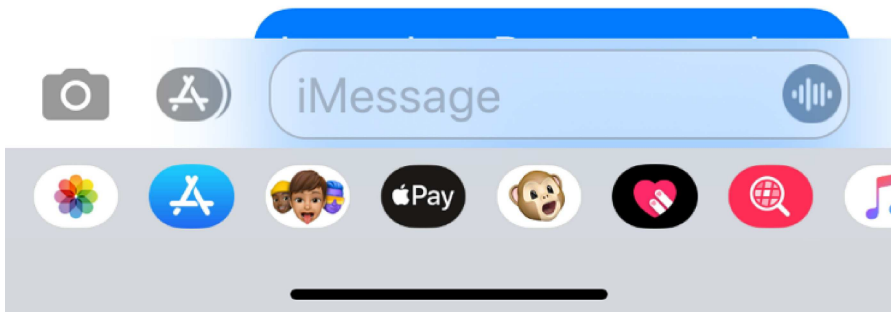
Sure Chad. The address is 321 1st Ave SE Oelwein. Can you get me a bid this week?

Yes

We are working in Oelwein this week

Super. Thanks. Do I need to meet you on site?

Is the house open?





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Application date: 9/30/2020

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Year awarded 2019

Project (address of property) 313 1st Ave SE, Oelwein, IA 50662

Amount awarded \$3700 (1/2 of \$7400 cost)

List last date the structure was continuously occupied August 2020

List the last time this structure was served by utilities August 2020

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

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

Partner	Identify participation in project
none	

(For Official Use Only)

**Community Development Department Application Review**

Application reviewed on:

Application reviewed by:

Comments:



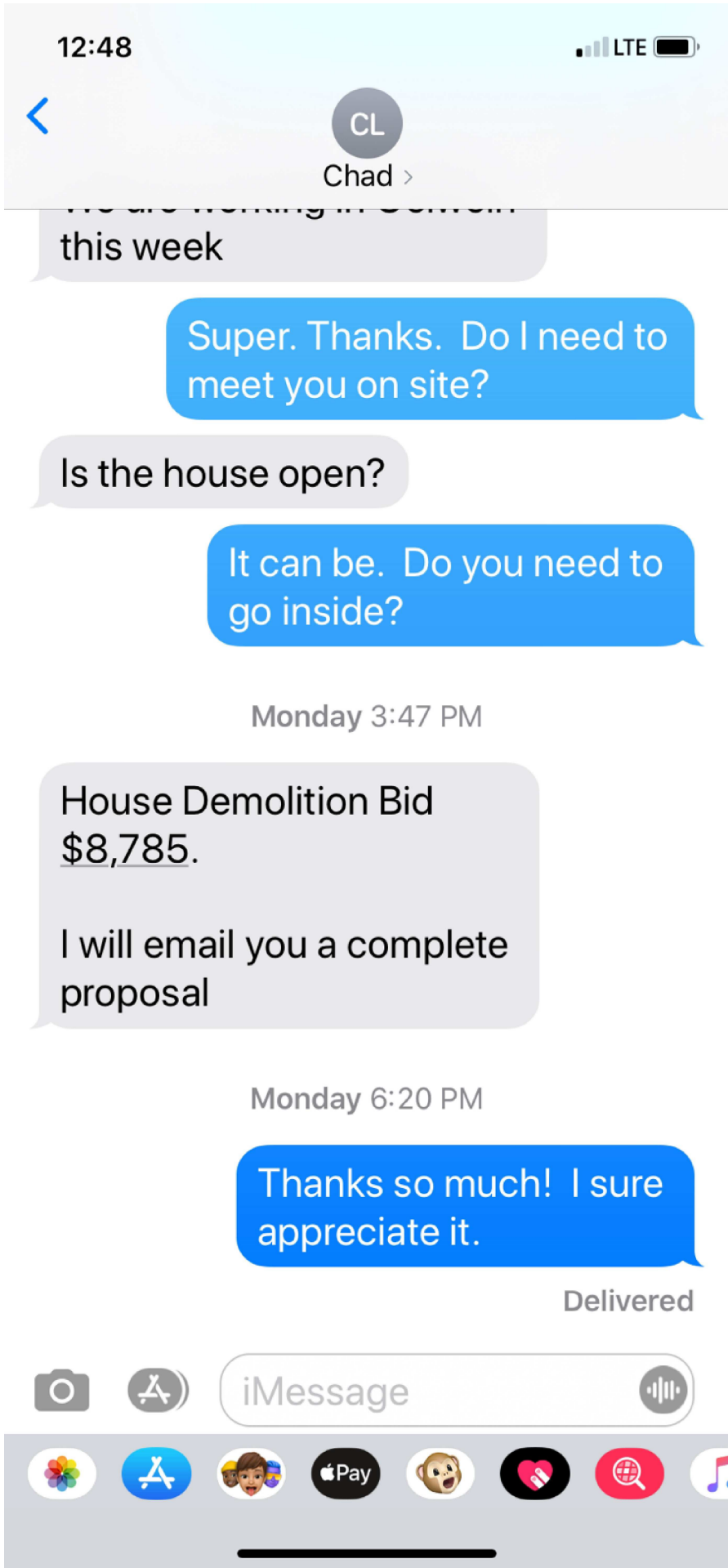
**CITY OF OELWEIN – ECONOMIC DEVELOPMENT  
NEIGHBORHOOD REVITALIZATION PROGRAM**

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

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

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

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



## RESIDENTIAL PURCHASE AGREEMENT

TO: Joni L. Durnan (SELLER)

The undersigned BUYER hereby offers to buy and the undersigned SELLER by their acceptance agree to sell the real property situated in Fayette County, Iowa, locally known as 321 1st Ave. SE, Oelwein, IA 50662 and legally described as:

**The South 50 feet of Lot 2, Block 5, Oelweins 3rd Addition to Oelwein, Fayette County, Iowa,**

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions:

1. **PURCHASE PRICE.** The Purchase Price shall be \$17,000.00 and the method of payment shall be as follows: **in cash at the time of closing** with adjustment for closing costs to be added or deducted from this amount. This Agreement is not contingent upon BUYER obtaining such funds.
  
2. **REAL ESTATE TAXES.**
  - A. SELLERS shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.
  
  - B. SELLERS shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2021) due and payable in the subsequent fiscal year (commencing July 1, 2021). BUYERS shall be given a credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession.
  
  - C. BUYERS shall pay all subsequent real estate taxes.
  
3. **SPECIAL ASSESSMENTS.**
  - A. SELLERS shall pay in full all special assessments which are a lien on the Property as of the date of acceptance.
  
  - B. All charges for solid waste removal, sewage and maintenance that are attributable

to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

D. BUYERS shall pay all other special assessments.

4. **RISK OF LOSS AND INSURANCE.** SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. **POSSESSION AND CLOSING.** If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS **on or before October 5, 2020**, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title by buyers' attorney and vacation of the Property by SELLERS, but prior to possession by BUYERS. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYERS under the Agreement.

6. **FIXTURES.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. Also included shall be the following: **None.**

#### 7. **CONDITION OF PROPERTY.**

A. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.

B. BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.

8. **ABSTRACT AND TITLE.** SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees.
9. **SURVEY.** BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLERS shall pay the cost thereof.
10. **ENVIRONMENTAL MATTERS.** SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here: **None.**
11. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.
12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of the death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.

- 13. JOINDER BY SELLER'S SPOUSE.** SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.
- 14. STATEMENT AS TO LIENS.** If BUYERS intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.
- 15. USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
- 16. APPROVAL OF COURT.** If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by BUYERS' attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval.
- 17. REMEDIES OF THE PARTIES.**
- A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.
  - B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.
  - C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.
- 18. NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.
- 19. CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly

or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

**20. GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

**21. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

**22. ADDITIONAL PROVISIONS:**

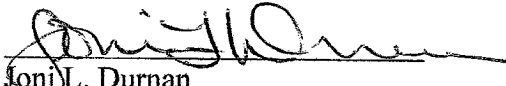
A. Buyer agrees to pay for the preparation of the purchase agreement, cost of Title Certificate, title opinion fees, recording of the Deed, and the closing fee to Roberts & Eddy, P.C. to serve as Settlement Agent.

*BUYER*  
B. ~~Seller~~ agrees to pay the revenue stamps, preparation of the Warranty Deed, Declaration of Value and Groundwater Hazard Statement.

Accepted 9/19/2020, 2020.

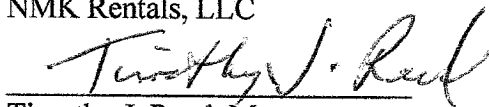
Dated 9/19/2020, 2020.

SELLER

  
Joni L. Durnan

BUYER

NMK Rentals, LLC

  
Timothy J. Reed, Manager

TODD PERKINS  
 1743 150th ST  
 HAZLETON, IA 50641

Item 3.

# Estimate

DATE	ESTIMATE #
10/1/2020	111

BILL TO
Tim Reed

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Excavator	321 1st. Ave SE. tear down House, Garage, Haul debris away, concrete away, fill in basement, Black dirt, cap off utilities. Finish Grade.	1	14,675.00	14,675.00
Thank you for your business!		Subtotal		14,675.00
		0.07% Tax		
		<b>Total</b>		<b>14,675.00</b>











Item 3.









Item 3.



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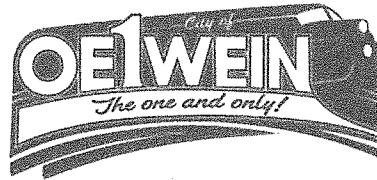
Item 3.











### RESIDENTIAL DEMOLITION ASSISTANCE APPLICATION

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

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

### PROJECT INFORMATION

Address of Property to be Demolished: 818 1<sup>st</sup> Ave NE

Applicant Name: Margaret Woodson

Owner Name: Margaret Woodson

Mailing Address: 812 1<sup>st</sup> Ave NE

City, State, Zip: Oelwein IA 50662

Phone: 319-238-3395

E-mail Address: woodsonmaggie@gmail.com

Legal Description: Lots 14 and 15 Block 9 Oelwein Land Company's first addition

Application date: 10/5/20

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

Year awarded

Project (address of property)

Amount awarded

List last date the structure was continuously occupied

List the last time this structure was served by utilities

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

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

Partner

Identify participation in project

(For Official Use Only)

**Community Development Department Application Review**

Application reviewed on: *October 8, 2020*

Application reviewed by: *Jey Shebleton*

Comments:

*This property has been a public nuisance, CD Department has received multiple complaints on Code Enforcement. Placarded on March 23, 2020. The Awning is in poor condition and would need to be repaired or replaced, the roof located on the west side is in disrepair. Also placarded on 6/4/19*

## PURCHASE AGREEMENT

Date: July 9, 2020

The undersigned Purchaser(s) (whether one or more) agree(s) to purchase the Property described as follows:

1. **ADDRESS:** 818 1<sup>st</sup> Ave NE Oelwein, IA
2. **LEGALDESCRIPTION:** Lots 14 and 15 Block 9, Oelwein Land Company's First Addition, City of Oelwein, Fayette County, Iowa
3. **PERSONAL PROPERTY:** The only personal property included is as follows: any and all contents that are on the premises.
4. **CONVEYANCE:** Seller will convey as Quit Claim Deed. If buyer chooses a warranty deed than cost of abstract creation will be at the buyer's expense.
5. **CONSIDERATION:** Purchaser(s) agree(s) to pay ONE THOUSAND and no/dollars (\$1000.00).. Payments must be guaranteed funds i.e certified check/money order  
Note: (Any payment(s) after \$500.00 are non-refundable. Refunds must be requested within 30 days of the date of the purchase agreement.)
6. **CONTRACT:** N/A
6. **TAXES:**
  - (a) Buyer is responsible for all outstanding taxes and assessments past due and owing on the property.
7. **STATE DOCUMENTARY TAX:** The State documentary tax on the Deed shall be paid by Seller(s).
8. **INSURANCE:** Any risk of loss to the Property shall be borne by the Seller(s) until title has been conveyed to the Purchaser(s). In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Purchaser(s) shall have the right to rescind this agreement and Seller(s) shall then refund the deposit to Purchaser(s). Purchaser(s) agree(s) to provide his/her/their own hazard insurance.
9. **SPECIAL CONDITIONS:** Once full funds are received, we will deed the property over.
10. **CONTINGENCY:** Investor owned, property sold AS IS.
11. **NOTE: IF AGREED UPON DOWN PAYMENT OR FULL FUNDS ARE NOT RECEIVED WITHIN 5 DAYS OF THE DATE OF THE PURCHASE AGREEMENT THAN PURCHASE AGREEMENT WILL BE NULL AND VOID.**

SELLER:  
Oak Tree Properties, LLC  
520 4<sup>th</sup> St. SW Ste A LeMars, IA 51031  
712-541-6899

PURCHASER:  
Margaret Woodson  
812 1<sup>st</sup> Ave NE Oelwein, IA  
319-238-3395

\_\_\_\_\_  
By: Margaret Woodson

\_\_\_\_\_  
By: Mike Klemme

Date \_\_\_\_\_

M \_\_\_\_\_

Address Dustin Zieser

Reg. No.	Clerk	Account Forward	
1	House Removal		12000 <sup>00</sup>
2	and fill in		
3	basement		
4	Estimate		
5	for 813 1st		
6	Av NE		
7			
8			
9			
10			
11			
12	total		12,000 <sup>00</sup>
13			
14	4284-19		
15			

1200 Your Account Stated to Date - If Error is Found, Return at Once

Bryan Construction Inc  
 1302 Outer Rd  
 Oelwein, IA. 50662

# Estimate

DATE	ESTIMATE NO.
8/19/2020	2350

NAME / ADDRESS
Margaret Woodson 812 1st Ave NE Oelwein, IA 50662

PROJECT

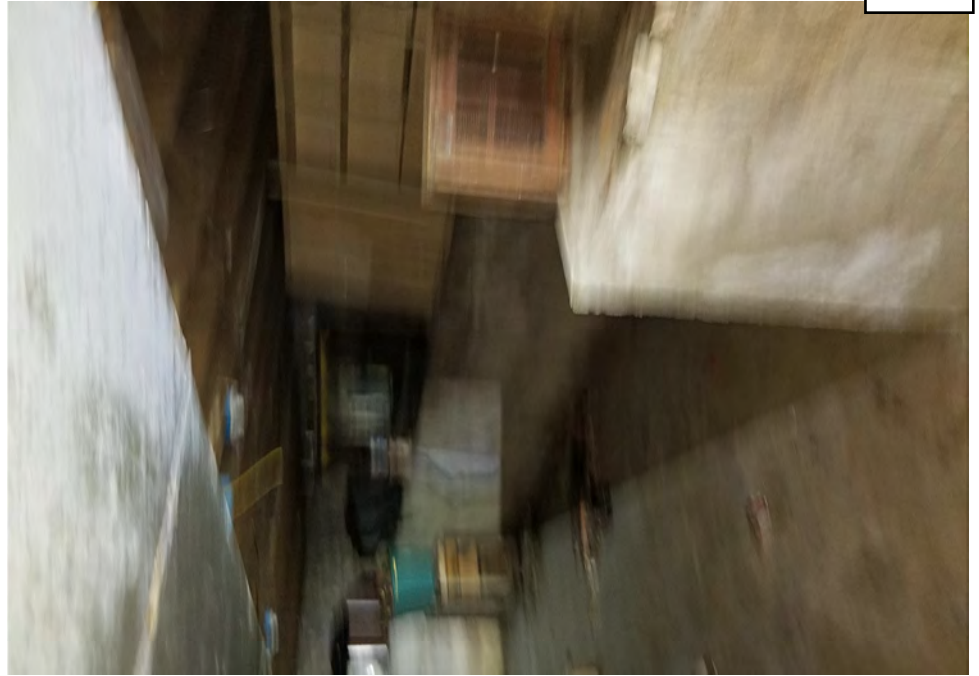
DESCRIPTION	QTY	COST	TOTAL
Demolition - House 818 1st Ave NE Oelwein 1. Cap Utilities As Required By City 2. Provide Demolition Permit 3. Remove Trees As Needed 4. Demolish House 5. Transport / Disposal Of House And Contents At Black Hawk County Landfill 6. Remove Foundation And Provide Clean Fill To Minimum 4' Depth 7. All Work To Be In Compliance With Governing Regulations 8. Tire Removal Fee Is \$20.00 Each ( Not Included )		7,100.00	7,100.00
Proposal Valid For 30 Days		<b>TOTAL</b>	\$7,100.00































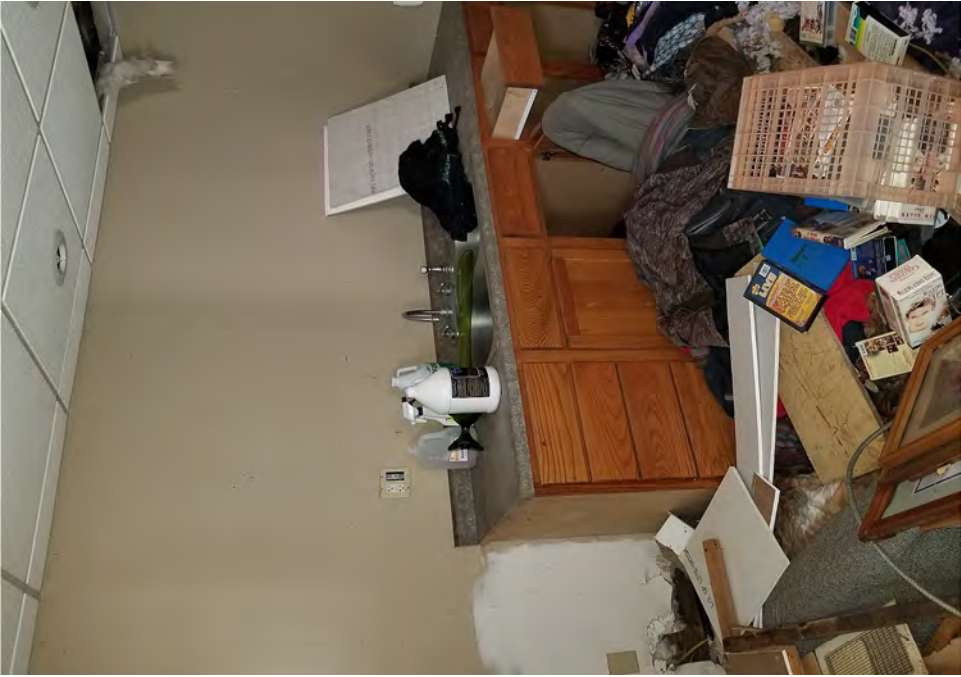


Item 4.











### RESIDENTIAL DEMOLITION ASSISTANCE APPLICATION

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

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

### PROJECT INFORMATION

Address of Property  
to be Demolished:

825 - North Frederick

Applicant Name:

Debra K. Fox

Owner Name:

Debra K Fox

Mailing Address:

825 - N Frederick

City, State, Zip:

Oelwein, Iowa 50662

Phone:

319 238 - 2841

E-mail Address:

Legal Description:

Application date:

10-8-20



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

Year awarded

Project (address of property)

Amount awarded

List last date the structure was continuously occupied *7 years*

List the last time this structure was served by utilities *7 years*

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

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

Partner

Identify participation in project

(For Official Use Only)

Community Development Department Application Review

Application reviewed on: *October 8, 2020*

Application reviewed by: *[Signature]*

Comments:

*Garage structure is failing, roof is deteriorated and water damaged.  
This garage is a safety hazard.*

## Tammy Smith

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**From:** BuildingOfficial  
**Sent:** Thursday, October 8, 2020 2:46 PM  
**To:** Tammy Smith  
**Subject:** FW: Garage Demolition - Deb Fox

**From:** Chad Lansing <cmlansing1@gmail.com>  
**Sent:** Thursday, October 8, 2020 2:33 PM  
**To:** BuildingOfficial <BuildingOfficial@cityofelweil.org>  
**Subject:** Garage Demolition - Deb Fox

Deb Fox,

Our bid proposal to demolish your garage at 825 North Frederick is \$1,485.

Included is disconnect from existing house, garage demolition, debris removal and disposal, and demolition permit.

Let me know if you have any questions.

Thanks.

Chad Lansing  
Lansing Brothers Construction  
563-543-7360











