

Agenda

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

February 28, 2022
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Lynda Payne

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

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

1. Recognition of Service presented by Public Safety Chief Jeremy Logan.

Consent Agenda

2. Consideration of a Motion to approve the February 14, 2022 minutes.
3. Consideration of a Motion to approve the Claims Resolution in the amount of \$698,149.08.

Public Hearing

4. Public Hearing to discuss the status of funding for the City of Oelwein water main improvements project.

Resolutions

5. Consideration of a Resolution authorizing the Mayor's Signature on the Spartan - Feld Fire Apparatus in the amount of \$1,218,176.
6. Consideration of a Resolution appointing Jim Tuecke as the Oelwein Volunteer Fire Chief.
7. Consideration of a Resolution setting date for the sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2022 and providing for the levy of taxes to pay the same.
8. Consideration of a Resolution of a street closure for Odd Rod's.

Motions

9. Consideration of Motion to set a Public Hearing for Fiscal Year 2023 Budget for March 14, 2022 at 6:00 PM at Oelwein City Hall.
10. Consideration of a Motion to set a Public Hearing for the Segment 3 Trail Improvements on March 14, 2022 at 6:00 PM at Oelwein City Hall.

- [11.](#) Consideration of a Motion to hold a Public Hearing for the sale of 407 3rd ST SW on March 14, 2022 at 6:00 PM at Oelwein City Hall.
- [12.](#) Consideration of a Motion to set a Public Hearing to sell a portion of City owned property #1821261011 on March 14, 2022 at 6:00 PM at Oelwein City Hall.
- [13.](#) Consideration of a Motion to Solicit Requests for Proposals for a Comprehensive Plan.
- [14.](#) Consideration of a Motion to extend the Temporary Building Inspector Position.
- [15.](#) Consideration of a Motion to have the Mayor sign a contract with Upper Explorerland for administration of CDBG-CV Public Facilities Project.
- [16.](#) Consideration of a Motion to approve the Junior Husky Basketball Hotel/Motel Tax Application in the amount of \$4,000.

Committee Reports

Council Updates

Mayor's Report

City Attorney's Report

City Administrator's Report

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

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



**OELWEIN FIRE DEPARTMENT
CITY OF OELWEIN, IOWA
MEMORANDUM**

FROM: Jeremy P. Logan, Public Safety Chief

DATE: February 17, 2022

TO: City Administrator Dylan Mulfinger – Mayor Brett DeVore

SUBJECT: Volunteer Fire Members Service Awards

I would request that the Oelwein City Council, at the February 28, 2022 Oelwein City Council Meeting, take a moment to acknowledge the dedication, commitment, and service that several volunteer members of the Oelwein Fire Department have provided the city over the past many years and even decades. The Oelwein Volunteer Fire Department provides an invaluable service to our community and the surrounding area. Their service does not stop at fire suppression or accident rescue. These members are civic minded and are committed to making the Oelwein Fire Department the best of the best. A small sampling of this is the members recent efforts to save the City money by volunteering labor during certain aspects of the facilities improvement project. In the past four weeks, the volunteer members have donated over 240 hours of their time to work on the various projects.

The following persons are receiving years of dedicated community service awards:

Name	Award Year	Actual Years of Service
Ryan Haar	5	
Matthew Derifield	10	
Michael Hillman	10	11
Jason Hoveland	10	
Jimmy Lindstrom	10	12
Nick Palmer	10	14
Kim Haar	15	18
Tim Palmer	15	
Jesse Paul	15	
Jim Tuecke	15	17
Betty Haar	20	21
Tim Meaney	20	23
Jay Melchert	20	23
Matt Weber	20	22
Mike Fauser	25	
Mike Thoma	45	49



**OELWEIN POLICE DEPARTMENT
CITY OF OELWEIN, IOWA
MEMORANDUM**

FROM: Jeremy P. Logan, Chief of Police

DATE: February 8, 2022

TO: City Administrator Dylan Mulfinger – Mayor Brett DeVore

SUBJECT: Volunteer Police Reserve Service Awards

I would request that the Oelwein City Council, at the February 28, 2022 Oelwein City Council Meeting, take a moment to acknowledge the dedication, commitment, and service that two of the Oelwein Police Reserve Officers provided the community over the past several years. The Oelwein Police Reserve Officers are a significant resource that our department has come to rely on. These dedicated individuals help the department in protecting our community and assist with a number of non-enforcement community projects. Collectively, these officers volunteer to provide our community with approximately 2,000 of service.

The following persons are receiving years of dedicated community service awards:

Name	Award Year	Actual Years of Service
Burkhart, Mike	10	11
Perkins, Jay	15	
Prouty, Jim	15	



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
February 14, 2022 - 6:00 PM

Pledge of Allegiance

Call to Order

The meeting was called to order by Mayor DeVore at 6:00 PM

Roll Call Present: Seeders, Payne, Stewart, Weber, Lenz, Garrigus
Also Present: Mayor DeVore, Mulfinger, Rigdon, Dillon
Absent: None

Additions or Deletions

Council Member Weber Requested to be added to Council Updates.

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

Motion Carried.

Citizens Public Comments

Ron Winter, 914 4th Ave NE, requested the city to pay for his OSHA fines.

Consent Agenda

1. Consideration of a Motion to approve the January 24, 2022 minutes
2. Consideration of a motion to renew the Class C Beer Permit for Dollar General.
3. Consideration of a Motion to approve the Class E Liquor License for Hy-Vee Oelwein Dollar Fresh

A motion was made by Seeders, seconded by Garrigus to approve the Consent Agenda. All voted aye.

Motion Carried.

Public Hearing

4. Public Hearing on Max Tax Levy for Fiscal Year 2023

Mayor DeVore opened the hearing. Mulfinger explained the max tax levy. Payne questioned if the city had to levy the max, to which Mulfinger responded "absolutely not." No other written or oral comments were received. Mayor DeVore closed the Public Hearing.

5. Public Hearing on the Boundaries for Ward 1 for the City of Oelwein.

Mayor DeVore opened the public hearing. No additional written or oral comments were received. Mayor DeVore closed the hearing.

Ordinances

6. Consideration of a Motion to Suspend the Rules

A motion was made by Weber, seconded by Stewart to suspend the rules.

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

Nays: None

Motion Carried.

7. Consideration Ordinance Amending Chapter 2 Elections Section 2-5 Ward One of the Code of Ordinances of the City of Oelwein, Iowa - First and Final Reading

A motion was made by Weber, seconded Stewart to adopt Ordinance No. 1200 on the first and final reading.

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

Nays: None

Motion Carried.

Resolutions

8. Consideration of a Resolution Adopting Fiscal Year 2023 Maximum Property Tax Dollars.

A motion was made by Payne, seconded by Garrigus to adopt Resolution No. 5335-2022.

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

Nays: None

Motion Carried.

9. Resolution setting the date for sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2022 and authorizing the use of a preliminary official statement in connection therewith.

A motion was made by Seeders, seconded by Lenz to adopt Resolution No. 5336-2022.

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

Nays: None

Motion Carried.

10. Consideration of a Resolution of a street closure for Odd Rod's.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5337-2022.

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

Nays: None

Motion Carried.

Motions

11. Consideration on a Motion to set a Public Hearing for status of funded activities for the CDBG Water Main Replacement project on February 28, 2022 at 6:00 at the Oelwein Council Chambers.

A motion was made by Seeders, seconded by Lenz to approve the public hearing for the CDBG Water Main Replacement Project. All voted aye.

Motion Carried.

12. Consideration of a Motion approving an electric and pipeline easement with Alliant Energy.

A motion was made by Weber, seconded by Garrigus to approve the easement with Alliant Energy. All voted aye.

Motion Carried.

13. Consideration of a Motion to approve the Charles Street Viaduct Maintenance 2022 project to E&H Restoration, LLC in the amount of \$55,000.

A motion was made by Seeders, seconded by Lenz to approve the Charles Street Viaduct maintenance project. All voted aye. Motion Carried.

14. Consideration of a Motion of William's Center Application for Hotel/Motel Tax.

A motion was made by Payne, seconded by Weber to approve the \$1,500 requested Hotel/Motel Tax to the William's Center. All voted aye. Motion carried.

15. Consideration of a Motion on House Forfeiture at 632 5th Ave SW.

A motion was made by Lenz, seconded by Garrigus to approve the Planning, Finance, Enterprise and Economic Development recommendation of property acquisition allowing for 3 months to clean the property. All voted aye. Motion Carried.

16. Consideration of a Motion contracting Community Development Duties.

Mayor DeVore opened the item by informing council that he wanted the item on a work session, but two council members requested to have the item on the agenda. Mayor Devore advised that this was not normal practice for the city. Weber asked why this was a put on the agenda, rather than a discussion in a work session. Garrigus said to remove responsibility from the city to outsource to private company. Garrigus felt landlords would be upset with the contractors not council. Weber disagree – the city is behind this enforcement and no matter who does the inspection, the city code is still followed. A short discussion took place. A motion was made by Weber, seconded by Stewart to move the discussion on contracting Community Development duties to a work session. All voted aye. Motion carried.

Committee Reports

17. Report from Stewart on Airport Board Meeting

The full minutes can be found at <http://www.cityofelwein.org/government/agendas-and-minutes.html>

18. Report from Payne on January Library Board Meeting.

The full minutes can be found at <https://www.oelwein.lib.ia.us/about/library-board>.

Council Updates

Weber provided council with an update from the Emergency Management Meeting.

Payne would like a detail listing by employee per department regarding the wages, FICA, pension, insurance and other benefits; versus a lump sum cost by department that is in the budget. No direction was provided by council.

Payne would like to create a committee to review city code. Mulfinger stated the Code Committee was declined by council when committee appointments were being made. The entire council does code review.

Mayor's Report

DeVore reported on Solid Waste Committee meeting. Devore also stated he would be interested in a text messaging system to update the public on snow emergencies, road closures, etc.

City Attorney's Report

Dillion reported he is working on trail easements and nuisance properties.

Adjournment

A motion was made by Weber, seconded by Seeders to adjourn the meeting at 6:53 PM. All voted aye. Motion Carried.

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held February 14, 2022 and copy of said proceedings was furnished to the Register February 16, 2022.

Dylan Mulfinger, City Administrator

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-1100-61810 UNIFORM					
CARDMEMBER SERVICES	8023 JL 2022 0	IA PRISON IND - UNIFORMS	02/03/2022	230.00	230.00
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - UNIFORMS RED HO	02/03/2022	71.84	71.84
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - UNIFORM RED HOU	02/03/2022	86.40	86.40
RAY O'HERRON CO INC	2157692	UNIFORM	11/22/2021	63.53	.00
RAY O'HERRON CO INC	2169463	UNIFORM	01/19/2022	580.35	.00
RAY O'HERRON CO INC	2170487	UNIFORM	01/24/2022	986.89	.00
RAY O'HERRON CO INC	2174938	UNIFORM	02/14/2022	538.94	.00
RAY O'HERRON CO INC	2174944	UNIFORM	02/14/2022	242.45	.00
Total 001-1100-61810 UNIFORM:				2,800.40	388.24
001-1100-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	8023 JL 2022 0	OELWEIN PUBLISHING - NEWS	02/03/2022	124.00	124.00
CARDMEMBER SERVICES	8023 JL 2022 0	IA POLICE CHIEFS - MEMBERS	02/03/2022	75.00	75.00
KERNS COMPANY INC	139973	UNIFORMS	02/14/2022	70.00	.00
SECRETARY OF STATE	2022 02	NOTARY FEE -- J PHILLIPS	02/08/2022	30.00	30.00
Total 001-1100-61990 EMPLOYEE PERSONNEL EXPENSE:				299.00	229.00
001-1100-63100 BUILDING					
ELECTRICAL ENGINEERING AN	825436-00	SERVICE CALL GENERATOR	01/31/2022	493.89	.00
Total 001-1100-63100 BUILDING:				493.89	.00
001-1100-63310 VEHICLE					
ADVANCED AUTOMOTIVE INC	20	CAR 6 SERVICED	02/02/2022	39.21	.00
ADVANCED AUTOMOTIVE INC	22	CAR 7 SERVICED	02/02/2022	43.30	.00
ADVANCED AUTOMOTIVE INC	64000-19	CAR 5 SERVICED	01/05/2022	44.40	.00
ADVANCED AUTOMOTIVE INC	64000-20	CAR 3 SERVICED	01/05/2022	44.40	.00
AVALON TIRE	1-36134	TIRE REPAIR - CAR # 11	01/17/2022	21.45	21.45
WEX BANK	78100523	FUEL PURCHASES	01/31/2022	2,386.29	2,386.29
Total 001-1100-63310 VEHICLE:				2,579.05	2,407.74
001-1100-63750 CELLULAR/PAGING					
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	44.60	44.60
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	44.56	44.56
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	44.56	44.56
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	44.56	44.56
Total 001-1100-63750 CELLULAR/PAGING:				178.28	178.28
001-1100-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	02/04/2022	94.99	94.99
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	19.07	19.07
EAGLE POINT ENERGY 5 LLC	OELWEIN 40	ELECTRIC SERVICE	02/02/2022	544.67	544.67
OELWEIN CITY WATER	2022 02 01	WATER/SEWER SERVICE	02/01/2022	55.77	55.77
Total 001-1100-63810 UTILITIES:				714.50	714.50

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-1100-64090 JANITORIAL					
HORAN CLEANING LLC	1398	MONTHLY PD CLEANING - DEC	01/23/2022	368.00	368.00
HORAN CLEANING LLC	1407	MONTHLY PD CLEANING - JAN	02/17/2022	368.00	.00
SCHEEL'S PROFESSIONAL LA	10996 2022 01	SNOW REMOVAL	01/28/2022	122.36	.00
Total 001-1100-64090 JANITORIAL:				858.36	368.00
001-1100-64300 IMPOUND VEHICLE EXPENSES					
MIDWEST COLLISION CENTER I	4467	SERVICE CALL - NO TOW FEE V	01/10/2022	50.00	.00
MIDWEST COLLISION CENTER I	4469	TOW IMPOUND	01/14/2022	60.00	.00
MIDWEST COLLISION CENTER I	4470	TOW IMPOUND	01/14/2022	80.00	.00
Total 001-1100-64300 IMPOUND VEHICLE EXPENSES:				190.00	.00
001-1100-64950 CONTRACTS					
COPY SYSTEMS INC	IN437325	COPIER MAINT SUPPORT	02/07/2022	40.56	.00
Total 001-1100-64950 CONTRACTS:				40.56	.00
001-1100-65041 EQUIPMENT					
AXON ENTERPRISE INC	INUS046592	TASER/BATTERY PACK/HOLSTE	01/13/2022	1,603.50	.00
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - COMMAND HANGIN	02/03/2022	101.35	101.35
JOHN DEERE FINANCIAL F.S.B.	2816153	HAND WARMERS	01/25/2022	27.60	27.60
RAY O'HERRON CO INC	2172864	VEST - M SCHULER	02/07/2022	371.16	.00
Total 001-1100-65041 EQUIPMENT:				2,103.61	128.95
001-1100-65060 OFFICE SUPPLIES					
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - LITERATURE RACK	02/03/2022	99.57	99.57
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - TONER CRTDG	02/03/2022	41.99	41.99
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021-1/18/2022	02/13/2022	67.72	.00
Total 001-1100-65060 OFFICE SUPPLIES:				209.28	141.56
001-1100-65071 TOBACCO PREVENTION					
BRANDON DEJONG	50141	TOBACCO COMPLIANCE CHEC	02/10/2022	50.00	50.00
Total 001-1100-65071 TOBACCO PREVENTION:				50.00	50.00
001-1100-65102 INVESTIGATION					
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - BAG FOR PHONE	02/03/2022	97.15	97.15
CARDMEMBER SERVICES	8023 JL 2022 0	PEAVEY - TESTING SUPPLIES	02/03/2022	106.97	106.97
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - BAG FOR TABLETS	02/03/2022	110.00	110.00
US CELLULAR	453072630 202	CAMERA	02/22/2022	9.49	9.49
US CELLULAR	453072630 202	CAMERA	02/22/2022	9.49	9.49
Total 001-1100-65102 INVESTIGATION:				333.10	333.10
001-1220-64950 CONTRACTS					
STATE OF IOWA	2022 02 23	DEC 07 2021 - FEB 15 2022 MA	02/23/2022	988.73	.00
Total 001-1220-64950 CONTRACTS:				988.73	.00
001-1500-61990 EMPLOYEE PERSONNEL EXPENSE					
FAREWAY STORES INC	15958	BOTTLED WATER/GATORADE -	02/08/2022	31.52	.00
FAREWAY STORES INC	OEL FIRE DEP	MEAL FOR COUNTY FIRE TRAI	01/15/2022	111.85	.00
KERNS COMPANY INC	139974	UNIFORMS	02/14/2022	822.80	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-1500-61990 EMPLOYEE PERSONNEL EXPENSE:				966.17	.00
001-1500-63100 BUILDING					
ACE HARDWARE	A230619	TORCH	01/22/2022	45.98	.00
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - SMART THERMOSTAT	02/03/2022	386.44	386.44
CONVERGINT TECHNOLOGIES	111SNM0052	OELWEIN FD ACCESS 25% EQU	02/10/2022	2,056.79	.00
LUMBER RIDGE HOME SOURC	B762546	SAWZALL TORCH	01/22/2022	41.38	.00
LUMBER RIDGE HOME SOURC	B76345	COVER/PAD/PAINT TAPE/PAINT	01/28/2022	220.33	.00
LUMBER RIDGE HOME SOURC	B76354	PAINT/WALL PLATES/OUTLETS/	01/29/2022	60.40	.00
LUMBER RIDGE HOME SOURC	B76370	FRAME/COVER/BATTERIES/PAI	01/30/2022	183.88	.00
Total 001-1500-63100 BUILDING:				2,995.20	386.44
001-1500-63310 VEHICLE					
AMERICAN TEST CENTER INC	2220128	ANNUAL SAFETY INSPECTION	01/18/2022	857.00	.00
BARRON MOTOR SUPPLY	228683	CAR WASH SOAP	02/23/2022	50.76	.00
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - MAGNETIC MIC	02/03/2022	159.80	159.80
TOYNE INC	IN0013974	6KUS091-216-20/20 AUTO CHAR	01/17/2022	954.73	.00
Total 001-1500-63310 VEHICLE:				2,022.29	159.80
001-1500-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	02/16/2022	259.65	.00
Total 001-1500-63730 COMMUNICATIONS:				259.65	.00
001-1500-63810 UTILITIES					
ALLIANT ENERGY	0106966292	ELECTRIC SERVICE	01/27/2022	44.11	44.11
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	02/04/2022	21.38	21.38
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	185.05	185.05
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	01/19/2022	24.66	24.66
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/11/2022	1,015.18	1,015.18
EAGLE POINT ENERGY 5 LLC	OELWEIN 40	ELECTRIC SERVICE	02/02/2022	84.83	84.83
OELWEIN CITY WATER	2022 02 01	WATER/SEWER SERVICE	02/01/2022	42.94	42.94
Total 001-1500-63810 UTILITIES:				1,418.15	1,418.15
001-1500-65041 EQUIPMENT					
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - WIFI EXTENDER	02/03/2022	59.75	59.75
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - MAGNETIC MIC	02/03/2022	39.95	39.95
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - CHAIN FOR CHAINS	02/03/2022	17.00	17.00
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - EYEWASH Solutio	02/03/2022	19.60	19.60
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - CHAINSAW KIT/REPL	02/03/2022	371.65	371.65
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - RUBBERMAID TRAS	02/03/2022	444.70	444.70
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - THOROGOOD BLAC	02/03/2022	309.95	309.95
RACOM CORPORATION	AB173695	SERVICE LABOR - REMOVED R	01/31/2022	125.00	.00
Total 001-1500-65041 EQUIPMENT:				1,387.60	1,262.60
001-1500-65060 OFFICE SUPPLIES					
OELWEIN PUBLISHING CO	303654204	ORD # 1199 MODIFY FIRE DEPT	01/15/2022	175.00	.00
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021-1/18/2022	02/13/2022	4.77	.00
Total 001-1500-65060 OFFICE SUPPLIES:				179.77	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-1700-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV24814	PRIORTIZING BANDWIDTH - MO	02/01/2022	53.92	53.92
GORDON FLESCH COMPANY IN	IN13647125	SERVICE CALL - PH OUT OF SY	02/21/2022	137.48	.00
Total 001-1700-63730 COMMUNICATIONS:				191.40	53.92
001-1700-63750 CELLULAR/PAGING					
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	28.11	28.11
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	31.17	31.17
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	54.60	54.60
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	44.60	44.60
US CELLULAR	453072630 202	TABLET	02/22/2022	78.00	78.00
US CELLULAR	453072630 202	TABLET	02/22/2022	52.23	52.23
Total 001-1700-63750 CELLULAR/PAGING:				288.71	288.71
001-1700-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW113817	OFFICE 365	12/08/2021	24.75	24.75
BERGANKDV TECHNOLOGY &	CW113817	PREMIUM OFFICE 365	12/08/2021	50.00	50.00
BERGANKDV TECHNOLOGY &	CW116741	OFFICE 365	01/18/2022	24.75	24.75
BERGANKDV TECHNOLOGY &	CW116741	PREMIUM OFFICE 365	01/18/2022	50.00	50.00
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021--1/18/2022	02/13/2022	218.03	.00
Total 001-1700-65060 OFFICE SUPPLIES:				367.53	149.50
001-1900-64950 CONTRACTS					
OELWEIN VETERINARY CLINIC	256508	ANIMAL BOARD/DISPOSAL	12/17/2021	158.00	.00
Total 001-1900-64950 CONTRACTS:				158.00	.00
001-2510-64110 LEGAL EXPENSE					
FAYETTE COUNTY CLERK OF C	01331 FM9999	DISMISSED/DEFERRED FEES	01/28/2022	1,330.00	.00
Total 001-2510-64110 LEGAL EXPENSE:				1,330.00	.00
001-2510-64992 DISPOSAL EXPENSE					
FAYETTE COUNTY SOLID WAST	145631	DISPOSAL FEES	02/10/2022	31.20	.00
FAYETTE COUNTY SOLID WAST	145632	DISPOSAL FEES	01/20/2022	34.20	.00
FAYETTE COUNTY SOLID WAST	145676	DISPOSAL FEES	02/14/2022	24.20	.00
Total 001-2510-64992 DISPOSAL EXPENSE:				89.60	.00
001-2510-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021--1/18/2022	02/13/2022	15.37	.00
Total 001-2510-65060 OFFICE SUPPLIES:				15.37	.00
001-2800-63100 BUILDING					
JOHN DEERE FINANCIAL F.S.B.	2818168	FURNACE FILTER/FLUORESC	02/03/2022	47.93	47.93
Total 001-2800-63100 BUILDING:				47.93	47.93
001-2800-63730 COMMUNICATIONS					
AUREON COMMUNICATIONS	0789004155 20	AIRPORT PHONE SERVICE	02/01/2022	31.52	31.52
COMMUNITY DIGITAL WIRELES	0510000374 20	AIRPORT INTERNET SERVICE	02/01/2022	43.95	43.95

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-2800-63730 COMMUNICATIONS:				75.47	75.47
001-2800-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	263.21	263.21
BLACKHAWK WASTE DISPOSAL	04-210985 202	GARBAGE PICKUP	02/01/2022	28.00	.00
EAGLE POINT ENERGY 5 LLC	OELWEIN 40	ELECTRIC SERVICE	02/02/2022	229.00	229.00
Total 001-2800-63810 UTILITIES:				520.21	492.21
001-2800-64950 CONTRACTS					
TEGELER AVIATION LLC	2022 02 01	FEBRUARY FBO FEE	02/01/2022	2,941.00	.00
Total 001-2800-64950 CONTRACTS:				2,941.00	.00
001-2800-65041 EQUIPMENT					
JOHN DEERE FINANCIAL F.S.B.	2816058	HYD HOSE	01/25/2022	16.99	16.99
JOHN DEERE FINANCIAL F.S.B.	2816081	SWIVEL/BUSHING/PLUG WIRE	01/25/2022	14.27	14.27
Total 001-2800-65041 EQUIPMENT:				31.26	31.26
001-2800-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021--1/18/2022	02/13/2022	21.73	.00
Total 001-2800-65060 OFFICE SUPPLIES:				21.73	.00
001-4100-61990 EMPLOYEE PERSONNEL EXPENSE					
ROTARY CLUB OF OELWEIN	103	1ST QTR DUES SUSAN	02/03/2022	125.00	.00
Total 001-4100-61990 EMPLOYEE PERSONNEL EXPENSE:				125.00	.00
001-4100-63730 COMMUNICATIONS					
WINDSTREAM	74519207	LIB PHONE SERVICE	02/01/2022	81.07	81.07
Total 001-4100-63730 COMMUNICATIONS:				81.07	81.07
001-4100-63810 UTILITIES					
ALLIANT ENERGY	5998790000 20	LIBRARY ELECTRIC SERVICE	01/20/2022	3,784.96	3,784.96
ALLIANT ENERGY	5998790000 20	LIBRARY GAS SERVICE	01/20/2022	105.52	105.52
EAGLE POINT ENERGY 5 LLC	OELWEIN 40	ELECTRIC SERVICE	02/02/2022	262.91	262.91
OELWEIN CITY WATER	2022 02 01	WATER/SEWER SERVICE	02/01/2022	54.61	54.61
Total 001-4100-63810 UTILITIES:				4,208.00	4,208.00
001-4100-64090 JANITORIAL					
CARDMEMBER SERVICES	8198 SM 2022	AMAZON - VACCUM BAGS	02/03/2022	12.49	12.49
Total 001-4100-64090 JANITORIAL:				12.49	12.49
001-4100-64092 MOWING SAUR LOT					
SCHMITT CLEANING SERVICES	2400	SNOW REMOVAL	02/01/2022	224.00	.00
Total 001-4100-64092 MOWING SAUR LOT:				224.00	.00
001-4100-64130 TRAVELING EXHIBIT GRANTS					
BAKER & TAYLOR	L5050572 2022	JUVENILE BOOKS - TM4K GRA	01/31/2022	113.30	.00
CARDMEMBER SERVICES	8198 SM 2022	AMAZON - TM4K	02/03/2022	22.39	22.39

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
CARDMEMBER SERVICES	8198 SM 2022	ORIENTAL TRADING TM4K ITEM	02/03/2022	242.77	242.77
RICK BRAMMER	2022 02 08	MAGIC SHOW	02/08/2022	250.00	.00
Total 001-4100-64130 TRAVELING EXHIBIT GRANTS:				628.46	265.16
001-4100-64950 CONTRACTS					
SCHMITT CLEANING SERVICES	2400	CUSTODIAL SERVICES	02/01/2022	1,104.29	.00
Total 001-4100-64950 CONTRACTS:				1,104.29	.00
001-4100-65041 EQUIPMENT					
CARDMEMBER SERVICES	8198 SM 2022	BATTERYHAWK REFUND - RET	02/03/2022	22.98-	22.98-
CARDMEMBER SERVICES	8198 SM 2022	BATTERYHAWK - BATTERY PAC	02/03/2022	23.99	23.99
Total 001-4100-65041 EQUIPMENT:				1.01	1.01
001-4100-65060 OFFICE SUPPLIES					
DEMCO	7070425	BOOK COVERS	01/25/2022	138.98	.00
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021--1/18/2022	02/13/2022	6.36	.00
QUILL.COM	6299451 2022	BLACK TONER	02/08/2022	186.29	.00
QUILL.COM	6299451 2022	2 INK CARTRIDGES	02/08/2022	237.58	.00
UNIQUE MANAGEMENT	6097590	COLLECTION SERVICE	02/01/2022	17.90	.00
Total 001-4100-65060 OFFICE SUPPLIES:				587.11	.00
001-4100-65072 BOOKS - ENRICH IOWA					
ACE HARDWARE	A230954	BIRDSEED	01/27/2022	7.99	.00
Total 001-4100-65072 BOOKS - ENRICH IOWA:				7.99	.00
001-4100-65077 PASSPORT EXPENSES					
SUSAN MACKEN	2022 02 08	PASSPORTS	02/08/2022	35.80	.00
Total 001-4100-65077 PASSPORT EXPENSES:				35.80	.00
001-4100-65210 OPEN ACCESS					
CARDMEMBER SERVICES	8198 SM 2022	COPYRIGHT DCMA REGISTRY	02/03/2022	6.00	6.00
Total 001-4100-65210 OPEN ACCESS:				6.00	6.00
001-4100-65220 BOOKS,FILM,CD'S,ETC					
ALLRECIPES	1500287196 20	MAGAZINE SUBSCRIPTION	02/08/2022	10.00	.00
BAKER & TAYLOR	L5050572 2022	BOOKS	01/31/2022	454.44	.00
BAKER & TAYLOR	L5050572 2022	JUVENILE BOOKS	01/31/2022	98.70	.00
CARDMEMBER SERVICES	8198 SM 2022	AMAZON - MOVIES	02/03/2022	113.78	113.78
DES MOINES REGISTER	DM1255928 20	SUBSCRIPTION RENEWAL	02/08/2022	498.04	.00
GAME & FISH	2022 02 08	MAGAZINE SUB RENEWAL	02/08/2022	18.00	.00
HEALTH	2022 02 08	MAGAZINE SUB RENEWAL	02/08/2022	29.95	.00
Total 001-4100-65220 BOOKS,FILM,CD'S,ETC:				1,222.91	113.78
001-4300-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	9480 JJ 2022 0	IA PARK & REC - CPO CLASS N	02/03/2022	340.00	340.00
IDALS-PESTICIDE BUREAU	2022 01	PESTICIDE RENEWAL FEE	01/25/2022	15.00	15.00
Total 001-4300-61990 EMPLOYEE PERSONNEL EXPENSE:				355.00	355.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-4300-63200 BUILDING					
AMERICAN TEST CENTER INC	2220129	ANNUAL SAFETY INSPECTION	01/28/2022	125.00	.00
Total 001-4300-63200 BUILDING:				125.00	.00
001-4300-63310 VEHICLE					
AVALON TIRE	1-36162	TIRES - TRAILER	01/20/2022	206.48	206.48
BARRON MOTOR SUPPLY	228425	LUBE	02/11/2022	43.90	.00
ICE MANUFACTURING INC	1287	METAL - TRAILER GATES	02/11/2022	393.12	.00
STRANG TIRE CO	105682	REPAIR TIRE	01/11/2022	16.75	.00
Total 001-4300-63310 VEHICLE:				660.25	206.48
001-4300-63730 COMMUNICATIONS					
AUREON COMMUNICATIONS	0789004155 20	PARKS PHONE SERVICE	02/01/2022	62.03	62.03
BIGLEAF NETWORKS INC	INV24349	SETUP AND RENTAL FEE - ONE	01/21/2022	100.43	100.43
BIGLEAF NETWORKS INC	INV24815	PRIORTIZING BANDWIDTH - MO	02/01/2022	67.40	67.40
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	83.55	83.55
Total 001-4300-63730 COMMUNICATIONS:				313.41	313.41
001-4300-63810 UTILITIES					
ALLIANT ENERGY	0106966292	ELECTRIC SERVICE	01/27/2022	121.94	121.94
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	156.77	156.77
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	222.07	222.07
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/11/2022	242.36	242.36
OELWEIN CITY WATER	2022 02 01	WATER/SEWER SERVICE	02/01/2022	32.88	32.88
Total 001-4300-63810 UTILITIES:				776.02	776.02
001-4300-64950 CONTRACTS					
CARDMEMBER SERVICES	9480 JJ 2022 0	GODADDY - WEBSITE RENEWA	02/03/2022	128.27	128.27
Total 001-4300-64950 CONTRACTS:				128.27	128.27
001-4300-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021-1/18/2022	02/13/2022	12.19	.00
Total 001-4300-65060 OFFICE SUPPLIES:				12.19	.00
001-4300-65070 SUPPLIES					
ACE HARDWARE	A5230825	FASTENERS/SPARKPLUG/SNO	01/25/2022	21.04	.00
ACE HARDWARE	B91874	PUSHBROOM	01/20/2022	15.99	.00
ACE HARDWARE	B92148	SNOW PUSHER	01/28/2022	12.99	.00
ARNOLD MOTOR SUPPLY LLP	09NV066129	MOTOR TREATMENT/BRKLEE	01/18/2022	21.89	.00
ARNOLD MOTOR SUPPLY LLP	09NV066588	SMALL ENGINE PLUGS	01/27/2022	3.76	.00
ARNOLD MOTOR SUPPLY LLP	09NV066990	OIL FILTER	02/03/2022	12.52	.00
ARNOLD MOTOR SUPPLY LLP	09NV067028	OIL FILTER	02/04/2022	25.22	.00
CARDMEMBER SERVICES	9480 JJ 2022 0	ISU EXT - IA COMM PESTICIDE	02/03/2022	35.74	35.74
ICE MANUFACTURING INC	1289	STEEL FOR PROJECT	02/18/2022	22.75	.00
JOHN DEERE FINANCIAL F.S.B.	2816884	RATCHET TIE DOWN/BATTERIE	01/28/2022	35.86	35.86
JOHN DEERE FINANCIAL F.S.B.	2817610	ANCHOR KIT/SCREWS/QUICK L	01/31/2022	9.77	9.77
LUMBER RIDGE HOME SOURC	D3868	REFUNDED NAILS	01/17/2022	15.29	.00
STOREY KENWORTHY CORP	PINV968435	TP/3 RING BINDERS/INK CRTD	01/31/2022	152.22	.00
USABLUBOOK	875462	PAINT - BATHROOM DOOR	02/10/2022	79.24	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-4300-65070 SUPPLIES:				433.70	81.37
001-4320-63730 COMMUNICATIONS					
US CELLULAR	453072630 202	INTERNET - CAMPGROUND	02/22/2022	81.15	81.15
Total 001-4320-63730 COMMUNICATIONS:				81.15	81.15
001-4320-63810 UTILITIES					
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	01/19/2022	59.19	59.19
Total 001-4320-63810 UTILITIES:				59.19	59.19
001-4320-65070 SUPPLIES					
STOREY KENWORTHY CORP	PINV968435	TP/3 RING BINDERS/INK CRTD	01/31/2022	152.22	.00
Total 001-4320-65070 SUPPLIES:				152.22	.00
001-4400-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	3397 JR 2022	AMERICAN COLLEGE OF SPOR	02/03/2022	289.00	289.00
Total 001-4400-61990 EMPLOYEE PERSONNEL EXPENSE:				289.00	289.00
001-4400-63730 COMMUNICATIONS					
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	50.61	50.61
Total 001-4400-63730 COMMUNICATIONS:				50.61	50.61
001-4400-63810 UTILITIES					
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	01/19/2022	22.36	22.36
Total 001-4400-63810 UTILITIES:				22.36	22.36
001-4400-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021-1/18/2022	02/13/2022	21.73	.00
Total 001-4400-65060 OFFICE SUPPLIES:				21.73	.00
001-4400-65220 ADULT SOFTBALL					
BSN SPORTS	915874346	LEATHER BASKETBALLS/EXCE	02/02/2022	13.16	.00
CARDMEMBER SERVICES	3397 JR 2022	AMAZON - VOLLEYBALLS	02/03/2022	93.39	93.39
COVENANT MEDICAL CENTER I	2220228	JANUARY REC PROGRAM WA	02/15/2022	403.65	403.65
TREASURER STATE OF IOWA	1-33-000974 2	JANUARY SALES TAX	01/31/2022	18.00	18.00
Total 001-4400-65220 ADULT SOFTBALL:				528.20	515.04
001-4400-65240 BASKETBALL					
BSN SPORTS	915874346	LEATHER BASKETBALLS/EXCE	02/02/2022	13.17	.00
CARDMEMBER SERVICES	3397 JR 2022	AMAZON - BASKETBALLS	02/03/2022	330.16	330.16
CARDMEMBER SERVICES	3397 JR 2022	AMAZON - PRACTICE JERSEYS	02/03/2022	73.79	73.79
COVENANT MEDICAL CENTER I	2220228	JANUARY REC PROGRAM WA	02/15/2022	134.55	134.55
Total 001-4400-65240 BASKETBALL:				551.67	538.50
001-4400-65260 VOLLEYBALL					
BSN SPORTS	915874346	LEATHER BASKETBALLS/EXCE	02/02/2022	13.16	.00
CARDMEMBER SERVICES	3397 JR 2022	AMAZON - VOLLEYBALLS	02/03/2022	93.38	93.38

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-4400-65260 VOLLEYBALL:				106.54	93.38
001-4400-65270 LITTLE LEAGUE					
COVENANT MEDICAL CENTER I	2220228	JANUARY REC PROGRAM WA	02/15/2022	336.38	336.38
Total 001-4400-65270 LITTLE LEAGUE:				336.38	336.38
001-4400-65280 FLAG FOOTBALL					
BSN SPORTS	915874346	LEATHER BASKETBALLS/EXCE	02/02/2022	13.17	.00
Total 001-4400-65280 FLAG FOOTBALL:				13.17	.00
001-4400-65290 SOCCER					
BSN SPORTS	915874346	LEATHER BASKETBALLS/EXCE	02/02/2022	13.17	.00
COVENANT MEDICAL CENTER I	2220228	JANUARY REC PROGRAM WA	02/15/2022	134.55	134.55
Total 001-4400-65290 SOCCER:				147.72	134.55
001-4400-65360 RECREATION JERSEYS					
SERBRO LLC	1972	JERSEYS	01/27/2022	1,260.00	.00
Total 001-4400-65360 RECREATION JERSEYS:				1,260.00	.00
001-4400-65380 DODGEBALL					
COVENANT MEDICAL CENTER I	2220228	JANUARY REC PROGRAM WA	02/15/2022	201.82	201.82
TREASURER STATE OF IOWA	1-33-000974 2	JANUARY SALES TAX	01/31/2022	23.00	23.00
Total 001-4400-65380 DODGEBALL:				224.82	224.82
001-4410-63100 BUILDING					
HALOGEN SUPPLY COMPANY I	575345	VALVES - POOL	01/31/2022	268.39	.00
Total 001-4410-63100 BUILDING:				268.39	.00
001-4410-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	00090674 2022	POOL PHONE/INTERNET SERVI	02/09/2022	134.25	134.25
Total 001-4410-63730 COMMUNICATIONS:				134.25	134.25
001-4410-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	37.52	37.52
Total 001-4410-63810 UTILITIES:				37.52	37.52
001-4410-65041 EQUIPMENT					
CARDMEMBER SERVICES	9480 JJ 2022 0	AMAZON - 9V BATTERY CLIP	02/03/2022	3.19	3.19
CARDMEMBER SERVICES	9480 JJ 2022 0	AMAZON - ELEC LOCKOUT TAG	02/03/2022	58.95	58.95
Total 001-4410-65041 EQUIPMENT:				62.14	62.14
001-4410-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021--1/18/2022	02/13/2022	17.49	.00
Total 001-4410-65060 OFFICE SUPPLIES:				17.49	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-4410-65070 SUPPLIES					
STOREY KENWORTHY CORP	PINV968435	TP/3 RING BINDERS/INK CRTD	01/31/2022	152.22	.00
USABUEBOOK	861960	TESTING SUPPLIES	01/28/2022	143.23	.00
Total 001-4410-65070 SUPPLIES:				295.45	.00
001-4500-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	9480 JJ 2022 0	NORTHERN TOOL - VEST	02/03/2022	74.98	74.98
Total 001-4500-61990 EMPLOYEE PERSONNEL EXPENSE:				74.98	74.98
001-4500-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	02/16/2022	44.25	.00
Total 001-4500-63730 COMMUNICATIONS:				44.25	.00
001-4500-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	02/04/2022	20.46	20.46
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	338.24	338.24
EAGLE POINT ENERGY 5 LLC	OELWEIN 40	ELECTRIC SERVICE	02/02/2022	42.64	42.64
OELWEIN CITY WATER	2022 02 01	WATER/SEWER SERVICE	02/01/2022	16.97	16.97
Total 001-4500-63810 UTILITIES:				418.31	418.31
001-4500-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021--1/18/2022	02/13/2022	4.77	.00
Total 001-4500-65060 OFFICE SUPPLIES:				4.77	.00
001-4500-65070 SUPPLIES					
ARNOLD MOTOR SUPPLY LLP	09NV066583	SPARK PLUGS	01/27/2022	35.44	.00
JOHN DEERE FINANCIAL F.S.B.	2812462	PROPANE TORCH	01/11/2022	59.99	59.99
JOHN DEERE FINANCIAL F.S.B.	2817895	GRILL TANK EXCHANGE/PROP	02/01/2022	113.96	113.96
STOREY KENWORTHY CORP	PINV968435	TP/3 RING BINDERS/INK CRTD	01/31/2022	152.22	.00
Total 001-4500-65070 SUPPLIES:				361.61	173.95
001-6200-61900 COUNCIL PERSONNEL EXPENSE					
CARDMEMBER SERVICES	8557 DM 2022	SUBWAY - MEALS COUNCIL WO	02/03/2022	42.79	42.79
CARDMEMBER SERVICES	8557 DM 2022	PIZZA RANCH - MEALS COUNCI	02/03/2022	46.19	46.19
CARDMEMBER SERVICES	8557 DM 2022	SUBWAY - MEALS COUNCIL WO	02/03/2022	49.20	49.20
Total 001-6200-61900 COUNCIL PERSONNEL EXPENSE:				138.18	138.18
001-6200-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	8557 DM 2022	IA LEAGUE OF CITIES - IMMI RE	02/03/2022	350.00	350.00
FAREWAY STORES INC	34059	MEAL FOR COUNCIL WORK SE	01/17/2022	31.61	.00
IOWA STATE UNIVERSITY	2022 01 26	FEB 2022 CLERK CLASSES 122	01/26/2022	26.66	26.66
IOWA STATE UNIVERSITY	232897 2022 0	FEB 2022 CLERK CLASSES 122	01/26/2022	48.00	48.00
IOWA STATE UNIVERSITY	232898 2022 0	FEB 2022 CLERK CLASSES 122	01/26/2022	32.00	32.00
Total 001-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				488.27	456.66
001-6200-63310 VEHICLE					
ARNOLD MOTOR SUPPLY LLP	09NV067001	OIL FILTER	02/03/2022	6.26	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-6200-63310 VEHICLE:				6.26	.00
001-6200-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV24814	PRIORTIZING BANDWIDTH - MO	02/01/2022	53.92	53.92
GORDON FLESCH COMPANY IN	IN13633032	TECH SUPPORT CALL - REBOO	02/10/2022	21.66	.00
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	02/16/2022	98.73	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	67.93	67.93
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	40.48	40.48
Total 001-6200-63730 COMMUNICATIONS:				282.72	162.33
001-6200-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	79.31	79.31
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/11/2022	364.14	364.14
EAGLE POINT ENERGY 5 LLC	OELWEIN 40	ELECTRIC SERVICE	02/02/2022	36.36	36.36
OELWEIN CITY WATER	2022 02 01	WATER/SEWER SERVICE	02/01/2022	43.34	43.34
Total 001-6200-63810 UTILITIES:				523.15	523.15
001-6200-64090 JANITORIAL					
HORAN CLEANING LLC	1398	MONTHLY CITY HALL CLEANIN	01/23/2022	115.00	115.00
HORAN CLEANING LLC	1407	MONTHLY CITY HALL CLEANIN	02/17/2022	92.00	.00
HORAN CLEANING LLC	1407	CONSTRUCTION CLEANUP AT	02/17/2022	7.66	.00
Total 001-6200-64090 JANITORIAL:				214.66	115.00
001-6200-64110 LEGAL EXPENSE					
LYNCH DALLAS PC	193963	LEGAL/PROFESSIONAL FEES	01/26/2022	103.33	.00
Total 001-6200-64110 LEGAL EXPENSE:				103.33	.00
001-6200-64140 LEGAL PUBLICATION					
OELWEIN PUBLISHING CO	303654138	PH - AQUATIC CENTER GO BON	01/14/2022	11.93	.00
OELWEIN PUBLISHING CO	303654139	PH - RECREATION TRAILS GO	01/14/2022	11.93	.00
OELWEIN PUBLISHING CO	303654140	PH - CITY HALL GO BOND	01/14/2022	11.93	.00
OELWEIN PUBLISHING CO	303654203	JAN 10 MINUTES	01/15/2022	49.50	.00
OELWEIN PUBLISHING CO	303654328	PH - LOAN AGREEMENT GO BO	01/17/2022	13.95	.00
OELWEIN PUBLISHING CO	303661306	JAN 24 MINUTES DEC RECEIPT	01/29/2022	76.05	.00
OELWEIN PUBLISHING CO	303661307	JANUARY 2022 CLAIMS	01/29/2022	92.25	.00
Total 001-6200-64140 LEGAL PUBLICATION:				267.54	.00
001-6200-64950 CONTRACTS					
ADVANTAGE ARCHIVES LLC	33888	DOCUMENT DIGITIZATION	08/31/2021	317.42	.00
ADVANTAGE ARCHIVES LLC	33937	DOCUMENT DIGITIZATION	09/28/2021	322.14	.00
ADVANTAGE ARCHIVES LLC	34256	DOCUMENT DIGITIZATION	10/31/2021	318.60	.00
ADVANTAGE ARCHIVES LLC	34476	DOCUMENT DIGITIZATION	11/30/2021	330.99	.00
ADVANTAGE ARCHIVES LLC	34728	DOCUMENT DIGITIZATION	12/31/2021	336.30	.00
ADVANTAGE ARCHIVES LLC	34888	DOCUMENT DIGITIZATION	01/31/2022	342.79	.00
FUSION FORWARD LLC	6213	MARCH 2022 MARKETING/PR C	02/01/2022	1,300.00	.00
Total 001-6200-64950 CONTRACTS:				3,268.24	.00
001-6200-65060 OFFICE SUPPLIES					
ACE HARDWARE	A229946	LUNCH AND LEARN SUPPLIES	01/11/2022	19.99	.00
ADVANCED BUSINESS SYSTEM	98474	LABELS - POSTAGE MACHINE	01/26/2022	9.98	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
BERGANKDV TECHNOLOGY &	CW113817	OFFICE 365	12/08/2021	13.75	13.75
BERGANKDV TECHNOLOGY &	CW113817	PREMIUM OFFICE 365	12/08/2021	33.33	33.33
BERGANKDV TECHNOLOGY &	CW113817	HOSTED EXCHANGE	12/08/2021	26.66	26.66
BERGANKDV TECHNOLOGY &	CW113931	EMAIL SECURITY	12/08/2021	38.00	38.00
BERGANKDV TECHNOLOGY &	CW113937	WEBROOT	12/08/2021	36.66	36.66
BERGANKDV TECHNOLOGY &	CW116741	OFFICE 365	01/18/2022	13.75	13.75
BERGANKDV TECHNOLOGY &	CW116741	PREMIUM OFFICE 365	01/18/2022	37.77	37.77
BERGANKDV TECHNOLOGY &	CW116741	HOSTED EXCHANGE	01/18/2022	28.47	28.47
BERGANKDV TECHNOLOGY &	CW116742	WEBROOT	01/18/2022	38.00	38.00
BERGANKDV TECHNOLOGY &	CW116743	EMAIL SECURITY	01/18/2022	38.00	38.00
COPY SYSTEMS INC	IN437495	COPIER MAINT SUPPORT	02/08/2022	11.22	.00
COPY SYSTEMS INC	IN438674	TONER - YELLOW	02/18/2022	32.13	.00
LINSTAR INC	105547	EMPLOYEE ID CARDS	01/20/2022	9.37	.00
LUMBER RIDGE HOME SOURC	A147087	HOOKS	01/10/2022	23.72	.00
OELWEIN PUBLISHING CO	0180375 2022	ANNUAL SUBSCRIPTION RENE	02/15/2022	45.50	.00
OFFICE TOWNE INC	119175	TONERS - BROTHER PRINTERS	02/04/2022	347.41	.00
STOREY KENWORTHY CORP	PINV961762	SURGE PROTECTORS/GARBA	01/06/2022	158.46	.00
STOREY KENWORTHY CORP	PINV965735	STICKY NOTES/POST IT NOTES	01/20/2022	9.07	.00
STOREY KENWORTHY CORP	PINV966545	STAPLES	01/24/2022	.61	.00
STOREY KENWORTHY CORP	PINV968569	CLASP ENVELOPES/TAPE DISP	01/31/2022	19.39	.00
Total 001-6200-65060 OFFICE SUPPLIES:				991.24	304.39
110-2100-61990 EMPLOYEE PERSONNEL EXPENSE					
IOWA DEPARTMENT OF JUSTIC	DAS20020717	4072 CPM - H DOUDNEY	02/07/2022	1,166.67	1,166.67
JOHN DEERE FINANCIAL F.S.B.	2818213	BOOTS - S CHERRIER	02/03/2022	164.95	164.95
Total 110-2100-61990 EMPLOYEE PERSONNEL EXPENSE:				1,331.62	1,331.62
110-2100-63310 VEHICLE					
AVALON TIRE	1-36255	TIRE REPAIR	01/31/2022	29.95	29.95
JOHN DEERE FINANCIAL F.S.B.	2813009	FLAT STEEL	01/13/2022	16.98	16.98
Total 110-2100-63310 VEHICLE:				46.93	46.93
110-2100-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV24349	SETUP AND RENTAL FEE - ONE	01/21/2022	100.43	100.43
BIGLEAF NETWORKS INC	INV24815	PRIORTIZING BANDWIDTH - MO	02/01/2022	67.40	67.40
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	02/16/2022	44.25	.00
MEDIACOM COMMUNICATIONS	00116348 2022	STREETS INTERNET SERVICE	01/28/2022	79.49	79.49
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	44.60	44.60
Total 110-2100-63730 COMMUNICATIONS:				336.17	291.92
110-2100-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	19.22	19.22
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	222.07	222.07
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/11/2022	948.95	948.95
OELWEIN CITY WATER	2022 02 01	WATER/SEWER SERVICE	02/01/2022	39.55	39.55
Total 110-2100-63810 UTILITIES:				1,229.79	1,229.79
110-2100-65041 EQUIPMENT					
AVALON TIRE	1-36028	TIRES - SKID LOADER	01/19/2022	1,500.00	1,500.00
BLUETARP FINANCIAL INC	49507158	14FT ALUM SCREED BOAR	01/08/2022	465.04	465.04
JOHN DEERE FINANCIAL F.S.B.	P28535	O-RINGS	02/01/2022	9.85	9.85
O'REILLY AUTOMOTIVE STORE	0390-412049	TH445 THRT POS SEN	01/25/2022	49.30	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 110-2100-65041 EQUIPMENT:				2,024.19	1,974.89
110-2100-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW113817	PREMIUM OFFICE 365	12/08/2021	12.50	12.50
BERGANKDV TECHNOLOGY &	CW116741	PREMIUM OFFICE 365	01/18/2022	12.50	12.50
BERGANKDV TECHNOLOGY &	CW117796	CLOUD CONT DESKTOP	02/09/2022	24.00	.00
COPY SYSTEMS INC	IN437495	COPIER MAINT SUPPORT	02/08/2022	11.22	.00
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021--1/18/2022	02/13/2022	15.90	.00
Total 110-2100-65060 OFFICE SUPPLIES:				76.12	25.00
110-2100-65070 SUPPLIES					
ACE HARDWARE	A229376	Sealant/Cleaner	01/03/2022	18.98	.00
ACE HARDWARE	B91878	GARAGE TRANSMITTER	01/20/2022	44.99	.00
AMERICAN TEST CENTER INC	2220130	ANNUAL SAFETY INSPECTION	01/18/2022	125.00	.00
AVALON TIRE	1-36215	TIRES - '12 CHEVY 2500HD #13	01/29/2022	669.40	669.40
AVALON TIRE	1-GS36202	TIRES - '16 F250 #13	01/29/2022	664.20	664.20
ICE MANUFACTURING INC	1284	5/8" X 7" X 20" PLATE METAL	02/07/2022	24.82	.00
IOWA PRISON INDUSTRIES	31307	POSTS	01/25/2022	78.50	.00
JOHN DEERE FINANCIAL F.S.B.	2813207	COUPLER/AIR CHUCK/TIRE GU	01/14/2022	41.15	41.15
JOHN DEERE FINANCIAL F.S.B.	2814826	NUTS & BOLTS/LOCK NUT	01/20/2022	12.17	12.17
JOHN DEERE FINANCIAL F.S.B.	2816182	SEAFOAM/O-RINGS/HYD HOSE	01/25/2022	31.97	31.97
JOHN DEERE FINANCIAL F.S.B.	2818037	SENSOR/HYD HOSE	02/02/2022	97.95	97.95
JOHN DEERE FINANCIAL F.S.B.	P28809	FITTINGS	02/08/2022	21.72	21.72
Total 110-2100-65070 SUPPLIES:				1,830.85	1,538.56
110-2100-67614 STREET SIGNS					
ACE HARDWARE	A230052	FASTENERS	01/13/2022	1.19	.00
Total 110-2100-67614 STREET SIGNS:				1.19	.00
110-2300-63810 UTILITIES					
ALLIANT ENERGY	0106966292	ELECTRIC SERVICE	01/27/2022	372.97	372.97
ALLIANT ENERGY	0106966292	ELECTRIC SERVICE	01/27/2022	8,373.79	8,373.79
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	02/04/2022	62.26	62.26
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	511.11	511.11
Total 110-2300-63810 UTILITIES:				9,320.13	9,320.13
110-2300-65041 EQUIPMENT					
ACE HARDWARE	B91492	FASTENERS	01/12/2022	4.15	.00
Total 110-2300-65041 EQUIPMENT:				4.15	.00
110-2400-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	02/04/2022	115.83	115.83
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	73.64	73.64
Total 110-2400-63810 UTILITIES:				189.47	189.47
112-3820-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	01/12/2022	68.29	68.29
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	02/09/2022	62.81	62.81
WELLMARK INC	220390001627	MAR 2022 HOSPITAL INSURAN	02/15/2022	16,230.22	16,230.22

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 112-3820-61500 MEDICAL-HEALTH:				16,361.32	16,361.32
112-3820-61700 UNEMPLOYMENT					
IOWA WORKFORCE DEVELOP	2022 01 27	UNEMPLOYMENT	01/27/2022	149.98	149.98
Total 112-3820-61700 UNEMPLOYMENT:				149.98	149.98
112-3820-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2022 01 20	JANUARY 20 MEDICAL CLAIMS	01/20/2022	2,358.86	2,358.86
ADVANTAGE ADMINISTRATORS	2022 01 28	JANUARY 28 MEDICAL CLAIMS	01/28/2022	788.03	788.03
ADVANTAGE ADMINISTRATORS	2022 02 04	FEBRUARY 04 MEDICAL CLAIM	02/04/2022	198.19	198.19
ADVANTAGE ADMINISTRATORS	2022 02 11	FEBRUARY 11 MEDICAL CLAIM	02/11/2022	111.15	111.15
ADVANTAGE ADMINISTRATORS	2022 02 17	FEBRUARY 17 MEDICAL CLAIM	02/17/2022	622.42	622.42
ADVANTAGE ADMINISTRATORS	6234	SELF FUND MEDICAL INS	01/21/2022	113.10	113.10
ADVANTAGE ADMINISTRATORS	6413	SELF FUND MEDICAL INS	02/18/2022	95.70	95.70
Total 112-3820-61840 CLAIMS-SIDE FUND:				4,287.45	4,287.45
112-3820-61990 EMPLOYEE PERSONNEL EXPENSE					
CEDAR VALLEY PATHOLOGIST	9LR6LLNB	PHYSICAL/TESTING - W WARD	01/07/2022	95.00	.00
IOWA LAW ENFORCEMENT AC	320188	BASIC LEVEL 1 TRAINING - OEL	02/02/2022	3,325.00	.00
IOWA LAW ENFORCEMENT AC	320188	BASIC LEVEL 1 TRAINING - M S	02/02/2022	3,325.00	.00
Total 112-3820-61990 EMPLOYEE PERSONNEL EXPENSE:				6,745.00	.00
112-3820-62310 SAFETY					
IAMU	24882	ISEP - JAN - MAR 2022 QUARTE	01/21/2022	467.88	.00
Total 112-3820-62310 SAFETY:				467.88	.00
112-3830-61500 MEDICAL-HEALTH					
COVENANT OCCUPATIONAL M	61550	CONSORTIUM FEE 2-25 EMPLO	02/16/2022	16.07	.00
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	01/12/2022	30.96	30.96
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	02/09/2022	30.96	30.96
WELLMARK INC	220390001627	MAR 2022 HOSPITAL INSURAN	02/15/2022	7,022.60	7,022.60
Total 112-3830-61500 MEDICAL-HEALTH:				7,100.59	7,084.52
112-3830-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2022 01 20	JANUARY 20 MEDICAL CLAIMS	01/20/2022	43.83	43.83
ADVANTAGE ADMINISTRATORS	6234	SELF FUND MEDICAL INS	01/21/2022	26.10	26.10
ADVANTAGE ADMINISTRATORS	6413	SELF FUND MEDICAL INS	02/18/2022	26.10	26.10
Total 112-3830-61840 CLAIMS-SIDE FUND:				96.03	96.03
112-3830-62310 SAFETY					
IAMU	24882	ISEP - JAN - MAR 2022 QUARTE	01/21/2022	467.88	.00
Total 112-3830-62310 SAFETY:				467.88	.00
112-3840-61500 MEDICAL-HEALTH					
COVENANT OCCUPATIONAL M	61550	CONSORTIUM FEE 2-25 EMPLO	02/16/2022	10.71	.00
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	01/12/2022	30.07	30.07
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	02/09/2022	37.33	37.33
WELLMARK INC	220390001627	MAR 2022 HOSPITAL INSURAN	02/15/2022	6,663.69	6,663.69

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 112-3840-61500 MEDICAL-HEALTH:				6,741.80	6,731.09
112-3840-61700 UNEMPLOYMENT					
IOWA WORKFORCE DEVELOP	2022 01 27	UNEMPLOYMENT	01/27/2022	377.49	377.49
Total 112-3840-61700 UNEMPLOYMENT:				377.49	377.49
112-3840-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2022 01 20	JANUARY 20 MEDICAL CLAIMS	01/20/2022	14.70	14.70
ADVANTAGE ADMINISTRATORS	6234	SELF FUND MEDICAL INS	01/21/2022	34.80	34.80
ADVANTAGE ADMINISTRATORS	6413	SELF FUND MEDICAL INS	02/18/2022	43.50	43.50
Total 112-3840-61840 CLAIMS-SIDE FUND:				93.00	93.00
112-3840-62310 SAFETY					
IAMU	24882	ISEP - JAN - MAR 2022 QUARTE	01/21/2022	467.87	.00
Total 112-3840-62310 SAFETY:				467.87	.00
112-3860-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	01/12/2022	20.00	20.00
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	02/09/2022	24.59	24.59
WELLMARK INC	220390001627	MAR 2022 HOSPITAL INSURAN	02/15/2022	4,389.12	4,389.12
Total 112-3860-61500 MEDICAL-HEALTH:				4,433.71	4,433.71
112-3860-61700 UNEMPLOYMENT					
IOWA WORKFORCE DEVELOP	2022 01 27	UNEMPLOYMENT	01/27/2022	228.46	228.46
Total 112-3860-61700 UNEMPLOYMENT:				228.46	228.46
112-3860-61830 FLEX BENEFITS Q ADM FEE ALL EE					
ADVANTAGE ADMINISTRATORS	PLAN # 608 20	QRTLY ADMIN FEE	02/18/2022	173.10	173.10
Total 112-3860-61830 FLEX BENEFITS Q ADM FEE ALL EE:				173.10	173.10
112-3860-61840 CLAIMS-SIDE FUND Q HRA FEE					
ADVANTAGE ADMINISTRATORS	6234	SELF FUND MEDICAL INS	01/21/2022	26.10	26.10
ADVANTAGE ADMINISTRATORS	6413	SELF FUND MEDICAL INS	02/18/2022	26.10	26.10
Total 112-3860-61840 CLAIMS-SIDE FUND Q HRA FEE:				52.20	52.20
112-3860-62310 SAFETY					
IAMU	24882	ISEP - JAN - MAR 2022 QUARTE	01/21/2022	467.87	.00
Total 112-3860-62310 SAFETY:				467.87	.00
112-3860-64990 EMPLOYEE BENEFITS CONSULTING					
TASC	IN2294087	ACA EMP REPORTING ADM FE	02/01/2022	84.00	84.00
Total 112-3860-64990 EMPLOYEE BENEFITS CONSULTING:				84.00	84.00
113-3900-61840 FLEX SPENDING					
ADVANTAGE ADMINISTRATORS	2022 01 27	PAYROLL DEDUCTION FLEX SP	01/27/2022	853.48	853.48
ADVANTAGE ADMINISTRATORS	2022 01 27	PAYROLL DEDUCTION FLEX SP	01/27/2022	853.48	853.48

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 113-3900-61840 FLEX SPENDING:				1,706.96	1,706.96
123-1100-67990 POLICE CAPITAL					
FAYETTE COUNTY 9-1-1 SERVI	2022 02 09	AGREED AMT OF 50% DISPATC	02/09/2022	95,395.98	95,395.98
Total 123-1100-67990 POLICE CAPITAL:				95,395.98	95,395.98
123-5250-67280 ADMINISTRATION CAPITAL					
ACE HARDWARE	B91372	SERVER IMPROVEMENT SUPP	01/10/2022	6.34	.00
BIGLEAF NETWORKS INC	INV24351	SETUP AND RENTAL FEE - ONE	01/21/2022	401.74	401.74
KENS ELECTRIC	16028408.	MATERIALS - SERVER IMPROV	12/20/2021	1,790.40	1,790.40
STEVE'S CONSTRUCTION	2022 01 16 B	UTILITY ROOM - SERVER IMPR	01/16/2022	1,967.00	1,967.00
Total 123-5250-67280 ADMINISTRATION CAPITAL:				4,165.48	4,159.14
124-4100-65070 SUPPLIES					
PROQUEST LLC	70720083	ANCESTRY LIBRARY	02/03/2022	1,550.00	.00
Total 124-4100-65070 SUPPLIES:				1,550.00	.00
160-1710-63310 VEHICLE					
O'REILLY AUTOMOTIVE STORE	0390-411956	WIPER BLADES	01/24/2022	41.78	.00
Total 160-1710-63310 VEHICLE:				41.78	.00
160-1710-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV24814	PRIORTIZING BANDWIDTH - MO	02/01/2022	53.93	53.93
GORDON FLESCH COMPANY IN	IN13647125	SERVICE CALL - PH OUT OF SY	02/21/2022	137.49	.00
Total 160-1710-63730 COMMUNICATIONS:				191.42	53.93
160-1710-63750 CELLULAR/PAGING					
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	28.09	28.09
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	31.19	31.19
US CELLULAR	453072630 202	TABLET	02/22/2022	68.00	68.00
Total 160-1710-63750 CELLULAR/PAGING:				127.28	127.28
160-1710-65041 EQUIPMENT					
CARDMEMBER SERVICES	3357 JS 2022	AMAZON - LENOVO TABLET CA	02/03/2022	22.14	22.14
CARDMEMBER SERVICES	3357 JS 2022	AMAZON - LENOVO TABLET	02/03/2022	96.29	96.29
Total 160-1710-65041 EQUIPMENT:				118.43	118.43
160-1710-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021-1/18/2022	02/13/2022	2.65	.00
Total 160-1710-65060 OFFICE SUPPLIES:				2.65	.00
160-5030-67901 HOMES FOR IOWA					
ALLIANT ENERGY	1199211000 20	ELEC/GAS SERVICE 318 7TH S	02/08/2022	198.72	198.72
OELWEIN CITY WATER	2022 02 01	WATER/SEWER SERVICE IA HO	02/01/2022	49.27	49.27
STEVE'S CONSTRUCTION	2022 01 16 A	HOMES FOR IA 318 7TH ST SW	01/16/2022	2,380.00	2,380.00
Total 160-5030-67901 HOMES FOR IOWA:				2,627.99	2,627.99

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
160-5200-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	02/16/2022	98.73	.00
Total 160-5200-63730 COMMUNICATIONS:				98.73	.00
160-5200-64133 TOURISM					
ALLIANT ENERGY	8100421000 20	ELECTRIC SERVICE	02/07/2022	22.68	22.68
Total 160-5200-64133 TOURISM:				22.68	22.68
160-5200-64140 LEGAL PUBLICATION					
OELWEIN PUBLISHING CO	303654024	PN - GRANT PARK PLAZA PROJ	01/12/2022	31.50	.00
OELWEIN PUBLISHING CO	303654138	PH - AQUATIC CENTER GO BON	01/14/2022	3.98	.00
OELWEIN PUBLISHING CO	303654139	PH - RECREATION TRAILS GO	01/14/2022	3.98	.00
OELWEIN PUBLISHING CO	303654140	PH - CITY HALL GO BOND	01/14/2022	3.98	.00
OELWEIN PUBLISHING CO	303654203	JAN 10 MINUTES	01/15/2022	16.50	.00
OELWEIN PUBLISHING CO	303654328	PH - LOAN AGREEMENT GO BO	01/17/2022	4.65	.00
OELWEIN PUBLISHING CO	303661306	JAN 24 MINUTES DEC RECEIPT	01/29/2022	25.35	.00
OELWEIN PUBLISHING CO	303661307	JANUARY 2022 CLAIMS	01/29/2022	30.75	.00
Total 160-5200-64140 LEGAL PUBLICATION:				120.69	.00
160-5200-65060 OFFICE SUPPLIES					
ADVANCED BUSINESS SYSTEM	98474	LABELS - POSTAGE MACHINE	01/26/2022	9.99	.00
COPY SYSTEMS INC	IN437495	COPIER MAINT SUPPORT	02/08/2022	11.22	.00
OELWEIN PUBLISHING CO	0180375 2022	ANNUAL SUBSCRIPTION RENE	02/15/2022	45.49	.00
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021-1/18/2022	02/13/2022	10.04	.00
Total 160-5200-65060 OFFICE SUPPLIES:				76.74	.00
160-5200-67900 ED INFRASTRUCTURE/PLANNING					
UPPER EXPLORERLAND	FY22422	OELWEIN PLAZA PARK PROJEC	01/25/2022	1,500.00	.00
UPPER EXPLORERLAND	FY22422	ENVIRONMENTAL ASSESSMEN	01/25/2022	1,500.00	.00
Total 160-5200-67900 ED INFRASTRUCTURE/PLANNING:				3,000.00	.00
161-5225-64030 ADMINISTRATIVE COSTS					
UPPER EXPLORERLAND	FY22434	JANUARY 2022 ADMIN COSTS I	01/31/2022	1,121.47	.00
Total 161-5225-64030 ADMINISTRATIVE COSTS:				1,121.47	.00
161-5225-64907 REVOLVING FUNDS DISBURSED					
SARAH SCHEEL dba LUMBER R	2022 02	IRP LOAN PROCEEDS	02/01/2022	18,188.46	18,188.46
Total 161-5225-64907 REVOLVING FUNDS DISBURSED:				18,188.46	18,188.46
167-1500-65041 EQUIPMENT					
UNITED DAIRY SYSTEMS INC	132801	80' 4" PVC/4 4" PVC	01/11/2022	840.52	.00
Total 167-1500-65041 EQUIPMENT:				840.52	.00
177-1100-65150 FORFEITURES					
RAY O'HERRON CO INC	2172864	VEST - M SCHULER	02/07/2022	371.16	.00
Total 177-1100-65150 FORFEITURES:				371.16	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
287-7117-68010 2020 GO BOND					
CARDMEMBER SERVICES	9480 JJ 2022 0	KULLY SUPPLY - METER-MATIC	02/03/2022	1,869.24	1,869.24
CARRICO AQUATIC RESOURCE	20220841	SLS-4NA SLS SENSOR	02/12/2022	2,104.00	.00
GLASS CONCEPTS	16114	SUPPLY & INSTALL - THICK CLE	02/09/2022	697.06	.00
HALOGEN SUPPLY COMPANY I	575640	BRUSHES	02/10/2022	823.96	.00
RECREATION SUPPLY COMPAN	451495	LIFEGUARD CHAIR - SEAT/PED	02/08/2022	2,785.76	.00
STEVE'S CONSTRUCTION	2022 01 14	INSTALL DECRA SHINGLE - SH	01/14/2022	6,700.00	6,700.00
Total 287-7117-68010 2020 GO BOND:				14,980.02	8,569.24
307-4300-64950 CONTRACTS					
FEHR GRAHAM ENGINEERING	105440	PROJECT 21-1205 SEGMENT 2	01/31/2022	14,212.55	.00
FEHR GRAHAM ENGINEERING	105441	PROJECT 21-931 SEGMENT 3 T	01/31/2022	10,463.25	.00
Total 307-4300-64950 CONTRACTS:				24,675.80	.00
385-8125-64070 CONTRACTS, ENGINEERS					
FOX STRAND INC	180569	OEL 2020 WATER MAIN REPLA	02/14/2022	435.00	.00
UPPER EXPLORERLAND	FY22436	CDBG - WATER/SEWER #19-WS	01/31/2022	396.57	.00
Total 385-8125-64070 CONTRACTS, ENGINEERS:				831.57	.00
385-8125-65030 ADMINISTRATIVE COSTS					
IA DEPT OF NATURAL RESOUR	IA-38779-3841	ANNUAL PERMIT FEE - 2021 WA	02/08/2022	175.00	175.00
Total 385-8125-65030 ADMINISTRATIVE COSTS:				175.00	175.00
385-8125-67850 CONSTRUCTION					
SUMMERS ENTERPRISE INC	2021 11 08	PAY REQ # 3 OELWEIN '21 WAT	01/24/2022	103,144.00	103,144.00
SUMMERS ENTERPRISE INC	2021 11 22	PAY REQ # 4 OELWEIN '21 WAT	01/24/2022	70,282.23	70,282.23
SUMMERS ENTERPRISE INC	2021 12 13	PAY REQ # 5 OELWEIN '21 WAT	01/24/2022	60,559.51	60,559.51
Total 385-8125-67850 CONSTRUCTION:				233,985.74	233,985.74
600-6200-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	01/12/2022	31.85	31.85
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	02/09/2022	31.85	31.85
WELLMARK INC	220390001627	MAR 2022 HOSPITAL INSURAN	02/15/2022	8,159.89	8,159.89
Total 600-6200-61500 MEDICAL-HEALTH:				8,223.59	8,223.59
600-6200-61700 UNEMPLOYMENT					
IOWA WORKFORCE DEVELOP	2022 01 27	UNEMPLOYMENT	01/27/2022	129.77	129.77
Total 600-6200-61700 UNEMPLOYMENT:				129.77	129.77
600-6200-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2022 01 20	JANUARY 20 MEDICAL CLAIMS	01/20/2022	12.35	12.35
ADVANTAGE ADMINISTRATORS	2022 01 28	JANUARY 28 MEDICAL CLAIMS	01/28/2022	146.70	146.70
ADVANTAGE ADMINISTRATORS	2022 02 11	FEBRUARY 11 MEDICAL CLAIM	02/11/2022	164.75	164.75
ADVANTAGE ADMINISTRATORS	2022 02 17	FEBRUARY 17 MEDICAL CLAIM	02/17/2022	403.47	403.47
ADVANTAGE ADMINISTRATORS	6234	SELF FUND MEDICAL INS	01/21/2022	43.50	43.50
ADVANTAGE ADMINISTRATORS	6413	SELF FUND MEDICAL INS	02/18/2022	43.50	43.50
Total 600-6200-61840 CLAIMS-SIDE FUND:				814.27	814.27

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
600-6200-61990 EMPLOYEE PERSONNEL EXPENSE					
IAMU	25253	2022-2023 WATER MEMBER DU	02/08/2022	1,003.00	.00
IOWA STATE UNIVERSITY	2022 01 26	FEB 2022 CLERK CLASSES 122	01/26/2022	26.67	26.67
IOWA STATE UNIVERSITY	232897 2022 0	FEB 2022 CLERK CLASSES 122	01/26/2022	48.00	48.00
IOWA STATE UNIVERSITY	232898 2022 0	FEB 2022 CLERK CLASSES 122	01/26/2022	32.00	32.00
Total 600-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				1,109.67	106.67
600-6200-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV24814	PRIORTIZING BANDWIDTH - MO	02/01/2022	53.92	53.92
GORDON FLESCH COMPANY IN	IN13633032	TECH SUPPORT CALL - REBOO	02/10/2022	21.67	.00
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	02/16/2022	96.90	.00
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	02/16/2022	98.73	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	30.36	30.36
Total 600-6200-63730 COMMUNICATIONS:				301.58	84.28
600-6200-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	132.18	132.18
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/11/2022	273.10	273.10
EAGLE POINT ENERGY 5 LLC	OELWEIN 40	ELECTRIC SERVICE	02/02/2022	60.60	60.60
OELWEIN CITY WATER	2022 02 01	WATER/SEWER SERVICE	02/01/2022	32.51	32.51
Total 600-6200-63810 UTILITIES:				498.39	498.39
600-6200-64090 JANITORIAL					
HORAN CLEANING LLC	1398	MONTHLY CITY HALL CLEANIN	01/23/2022	115.00	115.00
HORAN CLEANING LLC	1407	MONTHLY CITY HALL CLEANIN	02/17/2022	92.00	.00
HORAN CLEANING LLC	1407	CONSTRUCTION CLEANUP AT	02/17/2022	7.67	.00
Total 600-6200-64090 JANITORIAL:				214.67	115.00
600-6200-64110 LEGAL EXPENSE					
LYNCH DALLAS PC	193963	LEGAL/PROFESSIONAL FEES	01/26/2022	103.33	.00
Total 600-6200-64110 LEGAL EXPENSE:				103.33	.00
600-6200-64140 LEGAL PUBLICATION					
OELWEIN PUBLISHING CO	303654138	PH - AQUATIC CENTER GO BON	01/14/2022	5.30	.00
OELWEIN PUBLISHING CO	303654139	PH - RECREATION TRAILS GO	01/14/2022	5.30	.00
OELWEIN PUBLISHING CO	303654140	PH - CITY HALL GO BOND	01/14/2022	5.30	.00
OELWEIN PUBLISHING CO	303654203	JAN 10 MINUTES	01/15/2022	22.00	.00
OELWEIN PUBLISHING CO	303654328	PH - LOAN AGREEMENT GO BO	01/17/2022	6.20	.00
OELWEIN PUBLISHING CO	303661306	JAN 24 MINUTES DEC RECEIPT	01/29/2022	33.80	.00
OELWEIN PUBLISHING CO	303661307	JANUARY 2022 CLAIMS	01/29/2022	41.00	.00
Total 600-6200-64140 LEGAL PUBLICATION:				118.90	.00
600-6200-64182 WATER EXCISE TAX					
TREASURER STATE OF IOWA	1-33-809659 2	JANUARY WET TAX	01/31/2022	4,918.00	4,918.00
Total 600-6200-64182 WATER EXCISE TAX:				4,918.00	4,918.00
600-6200-64950 CONTRACTS					
ADVANTAGE ARCHIVES LLC	33888	DOCUMENT DIGITIZATION	08/31/2021	317.42	.00
ADVANTAGE ARCHIVES LLC	33937	DOCUMENT DIGITIZATION	09/28/2021	322.14	.00
ADVANTAGE ARCHIVES LLC	34256	DOCUMENT DIGITIZATION	10/31/2021	318.60	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ADVANTAGE ARCHIVES LLC	34476	DOCUMENT DIGITIZATION	11/30/2021	330.99	.00
ADVANTAGE ARCHIVES LLC	34728	DOCUMENT DIGITIZATION	12/31/2021	336.30	.00
ADVANTAGE ARCHIVES LLC	34888	DOCUMENT DIGITIZATION	01/31/2022	342.79	.00
Total 600-6200-64950 CONTRACTS:				1,968.24	.00
600-6200-65060 OFFICE SUPPLIES					
ACE HARDWARE	A229946	LUNCH AND LEARN SUPPLIES	01/11/2022	20.00	.00
ADVANCED BUSINESS SYSTEM	98474	LABELS - POSTAGE MACHINE	01/26/2022	9.99	.00
BERGANKDV TECHNOLOGY &	CW113817	OFFICE 365	12/08/2021	13.75	13.75
BERGANKDV TECHNOLOGY &	CW113817	PREMIUM OFFICE 365	12/08/2021	33.33	33.33
BERGANKDV TECHNOLOGY &	CW113817	HOSTED EXCHANGE	12/08/2021	26.67	26.67
BERGANKDV TECHNOLOGY &	CW113931	EMAIL SECURITY	12/08/2021	38.00	38.00
BERGANKDV TECHNOLOGY &	CW113937	WEBROOT	12/08/2021	36.67	36.67
BERGANKDV TECHNOLOGY &	CW116741	OFFICE 365	01/18/2022	13.75	13.75
BERGANKDV TECHNOLOGY &	CW116741	PREMIUM OFFICE 365	01/18/2022	37.77	37.77
BERGANKDV TECHNOLOGY &	CW116741	HOSTED EXCHANGE	01/18/2022	28.47	28.47
BERGANKDV TECHNOLOGY &	CW116742	WEBROOT	01/18/2022	38.00	38.00
BERGANKDV TECHNOLOGY &	CW116743	EMAIL SECURITY	01/18/2022	38.00	38.00
COPY SYSTEMS INC	IN437495	COPIER MAINT SUPPORT	02/08/2022	11.22	.00
COPY SYSTEMS INC	IN438674	TONER - YELLOW	02/18/2022	32.13	.00
FIDELITY BANK & TRUST	2022 01 27	PSN MONTHLY FEE-CR CARD/D	01/27/2022	27.45	27.45
LINSTAR INC	105547	EMPLOYEE ID CARDS	01/20/2022	9.37	.00
LUMBER RIDGE HOME SOURC	A147087	HOOKS	01/10/2022	23.72	.00
OELWEIN PUBLISHING CO	0180375 2022	ANNUAL SUBSCRIPTION RENE	02/15/2022	45.50	.00
OFFICE TOWNE INC	119175	TONERS - BROTHER PRINTERS	02/04/2022	347.41	.00
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021-1/18/2022	02/13/2022	406.44	.00
STOREY KENWORTHY CORP	PINV961762	SURGE PROTECTORS/GARBA	01/06/2022	158.46	.00
STOREY KENWORTHY CORP	PINV965735	STICKY NOTES/POST IT NOTES	01/20/2022	9.07	.00
STOREY KENWORTHY CORP	PINV966545	STAPLES	01/24/2022	.61	.00
U S POST OFFICE	2022 01 31	FEBRUARY WATER BILLS POST	01/31/2022	260.49	260.49
U S POST OFFICE	2022 02 22	MARCH WATER BILLS POSTAG	02/22/2022	265.20	265.20
Total 600-6200-65060 OFFICE SUPPLIES:				1,931.47	857.55
600-8100-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	0201 VK 2022	IA RURAL WATER ASSOC - CLA	02/03/2022	345.00	345.00
COVENANT OCCUPATIONAL M	61550	CONSORTIUM FEE 2-25 EMPLO	02/16/2022	32.15	.00
IOWA DEPARTMENT OF JUSTIC	DAS20020717	4072 CPM - H DOUDNEY	02/07/2022	1,166.66	1,166.66
JOSHUA STEVEN LOBAN	2022 01	REIMBURSEMENT G2 EXAM FE	01/25/2022	60.00	60.00
REGION 1 AWWA	2022 02	OPERATORS MTG REG-STEVE/	02/16/2022	75.00	75.00
Total 600-8100-61990 EMPLOYEE PERSONNEL EXPENSE:				1,678.81	1,646.66
600-8100-63100 BUILDING					
ACE HARDWARE	B91148	FASTENERS/BACKET/MELATE	01/06/2022	23.77	.00
ACE HARDWARE	B91165	OUTLET	01/06/2022	7.58	.00
ACE HARDWARE	B91499	CONNECTORS/COVER/BOX	01/12/2022	21.08	.00
ACE HARDWARE	B91596	CONNECTORS/BOX	01/14/2022	8.54	.00
CARDMEMBER SERVICES	0201 VK 2022	AMAZON - LED SHOP LIGHT	02/03/2022	203.29	203.29
Total 600-8100-63100 BUILDING:				264.26	203.29
600-8100-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV24349	SETUP AND RENTAL FEE - ONE	01/21/2022	100.44	100.44
BIGLEAF NETWORKS INC	INV24815	PRIORTIZING BANDWIDTH - MO	02/01/2022	67.40	67.40
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	02/16/2022	189.19	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	62.93	62.93
US CELLULAR	453072630 202	TABLET	02/22/2022	48.09	48.09
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	22.28	22.28
Total 600-8100-63730 COMMUNICATIONS:				490.33	301.14
600-8100-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	02/04/2022	4,431.64	4,431.64
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	166.55	166.55
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	2,180.94	2,180.94
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/11/2022	399.98	399.98
OELWEIN CITY WATER	2022 02 01	WATER/SEWER SERVICE	02/01/2022	56.51	56.51
Total 600-8100-63810 UTILITIES:				7,235.62	7,235.62
600-8100-64920 ONE CALL					
IOWA ONE CALL	238262	ONE CALLS	01/25/2022	15.75	.00
Total 600-8100-64920 ONE CALL:				15.75	.00
600-8100-65041 EQUIPMENT					
BLUETARP FINANCIAL INC	49772532	TUBE/THERMOSTAT RELAY	02/19/2022	1,954.31	.00
STEFFEN TRUCK EQUIPMENT I	SP22276	BRIGGS REGULATOR	01/20/2022	124.85	.00
Total 600-8100-65041 EQUIPMENT:				2,079.16	.00
600-8100-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW113817	PREMIUM OFFICE 365	12/08/2021	12.50	12.50
BERGANKDV TECHNOLOGY &	CW116741	PREMIUM OFFICE 365	01/18/2022	12.50	12.50
BERGANKDV TECHNOLOGY &	CW117796	CLOUD CONT DESKTOP	02/09/2022	24.00	.00
Total 600-8100-65060 OFFICE SUPPLIES:				49.00	25.00
600-8100-65070 SUPPLIES					
ACE HARDWARE	A230305	PENS/NOTEBOOK/CALCULATO	01/17/2022	25.56	.00
ACE HARDWARE	A230816	SCREW/CONDUIT/ SETSCREW/	01/25/2022	114.66	.00
ACE HARDWARE	B91116	BATTERY/WAX/HAMMER	01/05/2022	42.57	.00
ACE HARDWARE	B91153	BATTERIES	01/06/2022	6.99	.00
ACE HARDWARE	B91892	PLIERS	01/21/2022	25.99	.00
ACE HARDWARE	B92044	HOLE DOZER/ARBOR	01/25/2022	34.58	.00
FAREWAY STORES INC	43578	ICE - BAC T	01/06/2022	4.88	.00
JOHN DEERE FINANCIAL F.S.B.	2815069	COMPACT BRUSHLESS RECIP	01/21/2022	149.99	149.99
JOHN DEERE FINANCIAL F.S.B.	2816069	TIP CLEANER/THREAD TAPE/G	01/25/2022	34.14	34.14
JOHN DEERE FINANCIAL F.S.B.	2818080	PROPANE TORCH	02/22/2022	59.99	59.99
JOHN DEERE FINANCIAL F.S.B.	2818266	LEVER COUPLERS/BUSHING/W	02/03/2022	32.16	32.16
JOHN DEERE FINANCIAL F.S.B.	P27986	FUEL FILTER	01/19/2022	24.99	24.99
LUMBER RIDGE HOME SOURC	A146843	UPS SHIPPING - WATER SAMPL	01/04/2022	38.46	.00
MCMaster-CARR SUPPLY CO	72735423	LADDER 12 FT	02/09/2022	218.83	.00
USABUEBOOK	872256	INJECTION VALVE/MAINT KIT	02/08/2022	582.69	.00
UTILITY EQUIPMENT CO	30062864-000	CURB BOXES/REPAIR CLAMPS	01/20/2022	667.00	.00
UTILITY EQUIPMENT CO	30062898-000	BRONZE METER CONN W/GAS	01/27/2022	69.30	.00
UTILITY EQUIPMENT CO	30062956-000	REPAIR CLAMPS	02/16/2022	1,254.02	.00
Total 600-8100-65070 SUPPLIES:				3,386.80	301.27
601-8140-64070 ENGINEERING					
FOX STRAND INC	180570	WEST WATER TOWER PAINTIN	02/14/2022	277.00	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 601-8140-64070 ENGINEERING:				277.00	.00
640-8250-63311 GASOLINE					
MULGREW OIL CO	1087826	UNLEADED GAS	01/26/2022	10,990.86	10,990.86
Total 640-8250-63311 GASOLINE:				10,990.86	10,990.86
640-8250-63312 DIESEL					
MULGREW OIL CO	1087826	DIESEL FUEL	01/26/2022	11,138.63	11,138.63
Total 640-8250-63312 DIESEL:				11,138.63	11,138.63
640-8250-65041 EQUIPMENT					
DICKS PETROLEUM CO	36030	PARTIAL PAYMENT - UPGRADE	01/24/2022	6,000.00	6,000.00
Total 640-8250-65041 EQUIPMENT:				6,000.00	6,000.00
670-8400-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021--1/18/2022	02/13/2022	1.06	.00
U S POST OFFICE	2022 01 31	FEBRUARY WATER BILLS POST	01/31/2022	122.58	122.58
U S POST OFFICE	2022 02 22	MARCH WATER BILLS POSTAG	02/22/2022	124.80	124.80
Total 670-8400-65060 OFFICE SUPPLIES:				248.44	247.38
670-8420-64950 BLACKHAWK CONTRACT					
BLACKHAWK WASTE DISPOSA	04-288213 202	MONTHLY GARBAGE/RECYCLI	01/17/2022	27,402.50	27,402.50
BLACKHAWK WASTE DISPOSA	04-288213 202	MONTHLY GARBAGE/RECYCLI	02/15/2022	27,597.50	.00
BLACKHAWK WASTE DISPOSA	04-288247 202	DECEMBER 2021 ASSISTED PI	01/17/2022	63.75	63.75
BLACKHAWK WASTE DISPOSA	04-288247 202	JANUARY 2022 ASSISTED PICK	02/15/2022	65.00	.00
BLACKHAWK WASTE DISPOSA	04-288973 202	DECEMBER 2021 MULTI TOTES	01/17/2022	301.80	301.80
BLACKHAWK WASTE DISPOSA	04-288973 202	JANUARY 2022 MULTI TOTES	02/15/2022	310.80	.00
Total 670-8420-64950 BLACKHAWK CONTRACT:				55,741.35	27,768.05
671-8410-65060 OFFICE SUPPLIES					
U S POST OFFICE	2022 01 31	FEBRUARY WATER BILLS POST	01/31/2022	61.30	61.30
U S POST OFFICE	2022 02 22	MARCH WATER BILLS POSTAG	02/22/2022	62.40	62.40
Total 671-8410-65060 OFFICE SUPPLIES:				123.70	123.70
680-8220-63730 COMMUNICATIONS					
CARDMEMBER SERVICES	3397 JR 2022	YES!MUSIC - MONTHLY SUB	02/03/2022	8.94	8.94
Total 680-8220-63730 COMMUNICATIONS:				8.94	8.94
680-8220-63810 UTILITIES					
SECURITY EQUIPMENT INC	689843	SERVICE AGREEMENT	01/12/2022	270.00	270.00
Total 680-8220-63810 UTILITIES:				270.00	270.00
680-8220-64090 JANITORIAL					
COVENANT MEDICAL CENTER I	2220228	JANUARY JANITORIAL EXPENS	02/15/2022	1,971.01	1,971.01
Total 680-8220-64090 JANITORIAL:				1,971.01	1,971.01

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
680-8220-64180 SALES TAX					
TREASURER STATE OF IOWA	1-33-000974 2	JANUARY SALES TAX	01/31/2022	701.00	701.00
Total 680-8220-64180 SALES TAX:				701.00	701.00
680-8220-64950 CONTRACTS					
COVENANT MEDICAL CENTER I	2220228	JANUARY WELLNESS EXPENS	02/15/2022	12,439.04	12,439.04
Total 680-8220-64950 CONTRACTS:				12,439.04	12,439.04
680-8220-65041 EQUIPMENT					
BSN SPORTS	915874346	LEATHER BASKETBALLS/EXCE	02/02/2022	235.17	.00
PUSH PEDAL PULL INC	330080	PREVENTATIVE MAINT	02/17/2022	187.50	.00
Total 680-8220-65041 EQUIPMENT:				422.67	.00
680-8220-65060 OFFICE SUPPLIES					
FIDELITY BANK & TRUST	2022 01 27	WELLNESS BANKCARD FEES	01/27/2022	158.26	158.26
FIDELITY BANK & TRUST	2022 01 27	WELLNESS TSYS FEES-ACH BI	01/27/2022	174.70	174.70
FIDELITY BANK & TRUST	2022 01 27	WELLNESS CENTER MERCHAN	01/27/2022	229.80	229.80
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021-1/18/2022	02/13/2022	61.70	.00
Total 680-8220-65060 OFFICE SUPPLIES:				624.46	562.76
680-8220-65070 SUPPLIES					
COPY SYSTEMS INC	IN436806	COPIER MAINT SUPPORT	02/01/2022	40.56	.00
FAREWAY STORES INC	44497	KLEENEX	01/24/2022	4.99	.00
JOHN DEERE FINANCIAL F.S.B.	2812792	LAUNDRY DET/SPRAY BOTTLE	01/12/2022	20.45	20.45
Total 680-8220-65070 SUPPLIES:				66.00	20.45
680-8220-65340 INCENTIVE PROGRAM					
CARDMEMBER SERVICES	3397 JR 2022	AMAZON - BINGO GAME CARD	02/03/2022	31.00	31.00
Total 680-8220-65340 INCENTIVE PROGRAM:				31.00	31.00
680-8220-65350 AFTER SCHOOL PROGRAMS					
CARDMEMBER SERVICES	3397 JR 2022	VISTAPRINT - BUSINESS CARD	02/03/2022	37.44	37.44
FAREWAY STORES INC	44497	SNACKS/JUICE BOXES	01/24/2022	47.86	.00
Total 680-8220-65350 AFTER SCHOOL PROGRAMS:				85.30	37.44
700-6200-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	01/12/2022	30.96	30.96
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	02/09/2022	36.44	36.44
WELLMARK INC	220390001627	MAR 2022 HOSPITAL INSURAN	02/15/2022	8,159.88	8,159.88
Total 700-6200-61500 MEDICAL-HEALTH:				8,227.28	8,227.28
700-6200-61700 UNEMPLOYMENT					
IOWA WORKFORCE DEVELOP	2022 01 27	UNEMPLOYMENT	01/27/2022	39.88	39.88
Total 700-6200-61700 UNEMPLOYMENT:				39.88	39.88
700-6200-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2022 02 11	FEBRUARY 11 MEDICAL CLAIM	02/11/2022	13.02	13.02
ADVANTAGE ADMINISTRATORS	2022 02 17	FEBRUARY 17 MEDICAL CLAIM	02/17/2022	403.47	403.47

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ADVANTAGE ADMINISTRATORS	6234	SELF FUND MEDICAL INS	01/21/2022	43.50	43.50
ADVANTAGE ADMINISTRATORS	6413	SELF FUND MEDICAL INS	02/18/2022	43.50	43.50
Total 700-6200-61840 CLAIMS-SIDE FUND:				503.49	503.49
700-6200-61990 EMPLOYEE PERSONNEL EXPENSE					
IOWA STATE UNIVERSITY	2022 01 26	FEB 2022 CLERK CLASSES 122	01/26/2022	26.67	26.67
IOWA STATE UNIVERSITY	232897 2022 0	FEB 2022 CLERK CLASSES 122	01/26/2022	48.00	48.00
IOWA STATE UNIVERSITY	232898 2022 0	FEB 2022 CLERK CLASSES 122	01/26/2022	32.00	32.00
Total 700-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				106.67	106.67
700-6200-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV24814	PRIORITIZING BANDWIDTH - MO	02/01/2022	53.92	53.92
GORDON FLESCH COMPANY IN	IN13633032	TECH SUPPORT CALL - REBOO	02/10/2022	21.67	.00
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	02/16/2022	98.74	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	30.36	30.36
Total 700-6200-63730 COMMUNICATIONS:				204.69	84.28
700-6200-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	132.19	132.19
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/11/2022	273.09	273.09
EAGLE POINT ENERGY 5 LLC	OELWEIN 40	ELECTRIC SERVICE	02/02/2022	60.60	60.60
OELWEIN CITY WATER	2022 02 01	WATER/SEWER SERVICE	02/01/2022	32.50	32.50
Total 700-6200-63810 UTILITIES:				498.38	498.38
700-6200-64090 JANITORIAL					
HORAN CLEANING LLC	1398	MONTHLY CITY HALL CLEANIN	01/23/2022	115.00	115.00
HORAN CLEANING LLC	1407	MONTHLY CITY HALL CLEANIN	02/17/2022	92.00	.00
HORAN CLEANING LLC	1407	CONSTRUCTION CLEANUP AT	02/17/2022	7.67	.00
Total 700-6200-64090 JANITORIAL:				214.67	115.00
700-6200-64110 LEGAL EXPENSE					
LYNCH DALLAS PC	193963	LEGAL/PROFESSIONAL FEES	01/26/2022	103.34	.00
Total 700-6200-64110 LEGAL EXPENSE:				103.34	.00
700-6200-64140 LEGAL PUBLICATION					
OELWEIN PUBLISHING CO	303654138	PH - AQUATIC CENTER GO BON	01/14/2022	5.29	.00
OELWEIN PUBLISHING CO	303654139	PH - RECREATION TRAILS GO	01/14/2022	5.29	.00
OELWEIN PUBLISHING CO	303654140	PH - CITY HALL GO BOND	01/14/2022	5.29	.00
OELWEIN PUBLISHING CO	303654203	JAN 10 MINUTES	01/15/2022	22.00	.00
OELWEIN PUBLISHING CO	303654328	PH - LOAN AGREEMENT GO BO	01/17/2022	6.20	.00
OELWEIN PUBLISHING CO	303661306	JAN 24 MINUTES DEC RECEIPT	01/29/2022	33.80	.00
OELWEIN PUBLISHING CO	303661307	JANUARY 2022 CLAIMS	01/29/2022	41.00	.00
Total 700-6200-64140 LEGAL PUBLICATION:				118.87	.00
700-6200-64180 SALES TAX					
TREASURER STATE OF IOWA	1-33-000974 2	JANUARY SALES TAX	01/31/2022	1,789.00	1,789.00
Total 700-6200-64180 SALES TAX:				1,789.00	1,789.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
700-6200-64950 CONTRACTS					
ADVANTAGE ARCHIVES LLC	33888	DOCUMENT DIGITIZATION	08/31/2021	317.42	.00
ADVANTAGE ARCHIVES LLC	33937	DOCUMENT DIGITIZATION	09/28/2021	322.14	.00
ADVANTAGE ARCHIVES LLC	34256	DOCUMENT DIGITIZATION	10/31/2021	318.60	.00
ADVANTAGE ARCHIVES LLC	34476	DOCUMENT DIGITIZATION	11/30/2021	330.99	.00
ADVANTAGE ARCHIVES LLC	34728	DOCUMENT DIGITIZATION	12/31/2021	336.30	.00
ADVANTAGE ARCHIVES LLC	34888	DOCUMENT DIGITIZATION	01/31/2022	342.79	.00
Total 700-6200-64950 CONTRACTS:				1,968.24	.00
700-6200-65060 OFFICE SUPPLIES					
ACE HARDWARE	A229946	LUNCH AND LEARN SUPPLIES	01/11/2022	20.00	.00
ADVANCED BUSINESS SYSTEM	98474	LABELS - POSTAGE MACHINE	01/26/2022	9.99	.00
BERGANKDV TECHNOLOGY &	CW113817	OFFICE 365	12/08/2021	13.75	13.75
BERGANKDV TECHNOLOGY &	CW113817	PREMIUM OFFICE 365	12/08/2021	33.34	33.34
BERGANKDV TECHNOLOGY &	CW113817	HOSTED EXCHANGE	12/08/2021	26.67	26.67
BERGANKDV TECHNOLOGY &	CW113931	EMAIL SECURITY	12/08/2021	38.00	38.00
BERGANKDV TECHNOLOGY &	CW113937	WEBROOT	12/08/2021	36.67	36.67
BERGANKDV TECHNOLOGY &	CW116741	OFFICE 365	01/18/2022	13.75	13.75
BERGANKDV TECHNOLOGY &	CW116741	PREMIUM OFFICE 365	01/18/2022	37.77	37.77
BERGANKDV TECHNOLOGY &	CW116741	HOSTED EXCHANGE	01/18/2022	28.48	28.48
BERGANKDV TECHNOLOGY &	CW116742	WEBROOT	01/18/2022	38.00	38.00
BERGANKDV TECHNOLOGY &	CW116743	EMAIL SECURITY	01/18/2022	38.00	38.00
COPY SYSTEMS INC	IN437495	COPIER MAINT SUPPORT	02/08/2022	11.23	.00
COPY SYSTEMS INC	IN438674	TONER - YELLOW	02/18/2022	32.14	.00
FIDELITY BANK & TRUST	2022 01 27	PSN MONTHLY FEE-CR CARD/D	01/27/2022	27.45	27.45
LINSTAR INC	105547	EMPLOYEE ID CARDS	01/20/2022	9.38	.00
LUMBER RIDGE HOME SOURC	A147087	HOOKS	01/10/2022	23.73	.00
OELWEIN PUBLISHING CO	0180375 2022	ANNUAL SUBSCRIPTION RENE	02/15/2022	45.50	.00
OFFICE TOWNE INC	119175	TONERS - BROTHER PRINTERS	02/04/2022	347.41	.00
QUADIENT FINANCE USA INC	80284692 2022	POSTAGE 11/3/2021-1/18/2022	02/13/2022	351.92	.00
STOREY KENWORTHY CORP	PINV961762	SURGE PROTECTORS/GARBA	01/06/2022	158.47	.00
STOREY KENWORTHY CORP	PINV965735	STICKY NOTES/POST IT NOTES	01/20/2022	9.07	.00
STOREY KENWORTHY CORP	PINV966545	STAPLES	01/24/2022	.62	.00
STOREY KENWORTHY CORP	PINV968569	CLASP ENVELOPES/TAPE DISP	01/31/2022	19.40	.00
STOREY KENWORTHY CORP	PINV968569	CLASP ENVELOPES/TAPE DISP	01/31/2022	19.40	.00
U S POST OFFICE	2022 01 31	FEBRUARY WATER BILLS POST	01/31/2022	321.78	321.78
U S POST OFFICE	2022 02 22	MARCH WATER BILLS POSTAG	02/22/2022	327.60	327.60
Total 700-6200-65060 OFFICE SUPPLIES:				2,039.52	981.26
700-8310-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	0201 VK 2022	IA WATER ENVIRONMENT ASS	02/03/2022	20.00	20.00
IAWEA-IA WATER ENVIRONMEN	2022 02 02	IAWEA BIOSOLIDS CONFEREN	02/02/2022	120.00	120.00
Total 700-8310-61990 EMPLOYEE PERSONNEL EXPENSE:				140.00	140.00
700-8310-63810 UTILITIES					
ALLIANT ENERGY	0106966292	ELECTRIC SERVICE	01/27/2022	502.70	502.70
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	55.52	55.52
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	38.10	38.10
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/11/2022	133.33	133.33
Total 700-8310-63810 UTILITIES:				729.65	729.65
700-8310-64920 ONE CALL					
IOWA ONE CALL	238262	ONE CALLS	01/25/2022	15.75	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 700-8310-64920 ONE CALL:				15.75	.00
700-8310-64950 CONTRACTS					
FOX STRAND INC	180633	OEL NE SANITARY SEWER IMP	02/14/2022	7,600.00	.00
Total 700-8310-64950 CONTRACTS:				7,600.00	.00
700-8310-65041 EQUIPMENT					
MACQUEEN EQUIPMENT	P15228	RH FRONT TANK/FREIGHT	02/09/2022	1,441.77	.00
Total 700-8310-65041 EQUIPMENT:				1,441.77	.00
700-8310-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW117796	CLOUD CONT DESKTOP	02/09/2022	24.00	.00
Total 700-8310-65060 OFFICE SUPPLIES:				24.00	.00
700-8310-65070 SUPPLIES					
IRVINE WATER COND AND PLU	138215	SEWER CAM LINE - 2ND AVE S	02/14/2022	225.00	.00
MCMaster-CARR SUPPLY CO	72735423	LADDER 12 FT	02/09/2022	218.84	.00
UTILITY EQUIPMENT CO	30062864-000	4" COUPLING	01/20/2022	334.80	.00
Total 700-8310-65070 SUPPLIES:				778.64	.00
700-8500-61990 EMPLOYEE PERSONNEL EXPENSE					
COVENANT OCCUPATIONAL M	61550	CONSORTIUM FEE 2-25 EMPLO	02/16/2022	16.07	.00
IOWA DEPARTMENT OF JUSTIC	DAS20020717	4072 CPM - H DOUDNEY	02/07/2022	1,166.67	1,166.67
THE COURIER	205926 2021 1	HELP WANTED ADS - WASTE T	12/05/2021	215.40	215.40
Total 700-8500-61990 EMPLOYEE PERSONNEL EXPENSE:				1,398.14	1,382.07
700-8500-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV24349	SETUP AND RENTAL FEE - ONE	01/21/2022	100.44	100.44
BIGLEAF NETWORKS INC	INV24815	PRIORTIZING BANDWIDTH - MO	02/01/2022	67.41	67.41
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	02/16/2022	161.20	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	02/22/2022	22.28	22.28
Total 700-8500-63730 COMMUNICATIONS:				351.33	190.13
700-8500-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	02/11/2022	5,995.95	5,995.95
ALLIANT ENERGY	9707011000 20	GAS SERVICE	02/11/2022	727.08	727.08
OELWEIN CITY WATER	2022 02 01	WATER/SEWER SERVICE	02/01/2022	39.76	39.76
OELWEIN CITY WATER	2022 02 01	WATER/SEWER SERVICE	02/01/2022	255.17	255.17
Total 700-8500-63810 UTILITIES:				7,017.96	7,017.96
700-8500-64950 CONTRACTS					
FOX STRAND INC	180369	OEL IND PRETREATMENT CON	02/11/2022	162.00	.00
Total 700-8500-64950 CONTRACTS:				162.00	.00
700-8500-65041 EQUIPMENT					
AUTOMATIC SYSTEMS CO	37035 S	SERVICE CALL 12/6/21 POWER	01/31/2022	914.25	.00
SIGMA CONTROLS INC	30432	REBUILD UNIT	01/26/2022	448.89	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 700-8500-65041 EQUIPMENT:				1,363.14	.00
700-8500-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW113817	PREMIUM OFFICE 365	12/08/2021	12.50	12.50
BERGANKDV TECHNOLOGY &	CW116741	PREMIUM OFFICE 365	01/18/2022	12.50	12.50
Total 700-8500-65060 OFFICE SUPPLIES:				25.00	25.00
700-8500-65070 SUPPLIES					
EUROFINS ENVIRONMENT TES	3100100719	WASTEWATER SAMPLES	01/27/2022	588.00	.00
FAREWAY STORES INC	42827	LAB SUPPLIES	01/17/2022	41.07	.00
HAWKINS INC	6115308	AZONE	02/02/2022	2,231.48	.00
NCL OF WISCONSIN INC	465675	LAB SUPPLIES	01/26/2022	68.16	.00
USABBLUEBOOK	878671	LAB/TESTING SUPPLIES	02/14/2022	922.45	.00
USABBLUEBOOK	883170	LAB SUPPLIES	02/17/2022	30.50	.00
Total 700-8500-65070 SUPPLIES:				3,881.66	.00
Grand Totals:				697,058.15	561,631.56

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Report Criteria:

Summary report

Check Number	Check Issue Date	Payee	Amount
57875	02/11/2022	NATHAN GIVANT	125.44-
58164	01/25/2022	STEVE MCINTYRE	158.36
58165	01/25/2022	BREANA HOPE	56.88
58166	01/25/2022	LORI SCHMIKE	30.65
58173	02/03/2022	NATHAN WEIDEMANN	13.50
58190	02/08/2022	JAMES BALK	120.14
58191	02/11/2022	JAMES GIVANT	125.44
58214	02/23/2022	GARY LAMBERT	85.00
58215	02/23/2022	MOXIE SOLAR	198.00
58216	02/23/2022	TANYA BROWN	98.72
58217	02/23/2022	STEPHEN GREGORY OR DAYANAIRA CATES	27.74
58218	02/23/2022	CAITLYN ROHDE	101.94
58219	02/23/2022	JESSICA BURKHART	200.00
Grand Totals:			1,090.93

NOTICE OF PUBLIC HEARING ON THE STATUS OF FUNDED ACTIVITIES FOR THE CITY
OF OELWEIN WATER MAIN IMPROVEMENTS PROJECT

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the Oelwein City Council will hold a public hearing on Monday, February 28, 2022, at 6:00 PM at the City of Oelwein city council chambers located at 20 2nd Avenue SW, Oelwein, IA. The purpose of the hearing will be to discuss the status of funding for the City of Oelwein water main improvements project. The project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority, the Iowa state revolving loan fund and the City of Oelwein. If you have questions concerning the project or if you require special accommodations to attend the hearing such as handicapped accessibility or translation services, you may contact City Administrator Dylan Mulfinger at 319-283-5440. Persons interested in the status of funding, or the progress of the project are welcome to attend this meeting.

CITIZEN PARTICIPATION REQUIREMENTS

To comply with the participation requirements of Section 508 of the Housing and Community Development Act of 1987, local government applicants and recipients must do the following:

1) Conduct at least one public hearing on the status of funded activities. The hearing on the status of funded activities must include a review of:

(a) a general description of accomplishments to date:

The total project is approximately 46% complete. The 12th Ave SE water main and services have been completed. The 8-inch water main along 1st St NE is installed. The water services have been transferred along 1st St NE from 8th Ave NE to Elmwood Parkway. No water services have been transferred east of Elmwood Parkway.

(b) a summary of expenditures to date:

The latest pay estimate is current through January 26, 2022 and indicates that Community Development Block Grant (CDBG) reimbursable construction expenditures to date are at \$354,367.05 in terms of work completed and administrative expenditures are at \$23,248.43. The total CDBG expenditures requested-to-date is at 59%. Local match expenditures since January 26th have been \$409,804.67. There are still \$245,632.95 grant funds available to draw down.

(c) a general description of remaining work:

Water services need to be transferred to the new 8-inch water main along 1st St NE east of Elmwood Parkway. All water main improvements need to be completed along 5th St SE (5th Ave SE to 9th Ave SE) and 6th Ave SE (7th St SE to 5th St SE).

(d) a general description of changes made to the project budget, performance targets, activity schedules, project scope, location, objectives or beneficiaries:

Since the CDBG end date is set for November 30, 2022 and the project is currently at 46% completed, there should be no need for an extension of the timeline of this project. We do not anticipate any changes in project scope, location, objections, or beneficiaries and expect field work and substantial completion to be done by September 30, 2022.

For more information on this project, feel free to contact Diana Johnson, Upper Explorerland Regional Planning Commission, 563-382-6171, ext. 214.

Resolution No. _____

Resolution authorizing the Mayor to sign an agreement to purchase Spartan – Feld Fire Apparatus in the amount of \$1,218,176 for the Oelwein Fire Department.

WHEREAS, The City of Oelwein is in need of updating a Ariel Fire Apparatus for the Fire Department; and

WHEREAS, The Oelwein Fire Department Leadership has carefully reviewed the bids and found them to be substantially compliant with the bid specifications and submittal requirements; and

WHEREAS, The Oelwein Fire Department Leadership found the bids to be timely; and

WHEREAS, The Oelwein Fire Department Leadership concluded that to the extent there were any deficiencies in the bids, the deficiencies observed were immaterial and non-consequential to the bid; and

WHEREAS, the City is using FEMA Assistance to Firefighters Grants, USDA funding, Bond Proceeds, and Donations to pay for the purchased;

WHEREAS, the City Council is to approve up to an additional \$40,000 as mention in the memo as presented by the Public Safety Chief;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Oelwein, Iowa, does hereby approve the Mayor’s signature on an agreement to purchase Ariel Fire Apparatus.

Passed and approved this 28th day of February, 2022.

	_____ Brett DeVore, Mayor
Attest:	It was moved by _____ and seconded by _____ that the Resolution as read be adopted, and upon roll call there were:
	AYES NAYS ABSENT ABSTAIN
_____ Dylan Mulfinger, City Administrator	Weber
Recorded March 1, 2022.	Stewart
	Garrigus
	Lenz
	Seeders
_____ Dylan Mulfinger, City Administrator	Payne



**OELWEIN FIRE DEPARTMENT
CITY OF OELWEIN, IOWA
MEMORANDUM**

FROM: Jeremy P. Logan, Public Safety Chief

DATE: February 22, 2022

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

SUBJECT: Fire Department Aerial Platform Project

In cooperation with the Oelwein Fire Department Leadership Team, we have completed the bid specification process, bid letting, bid reviews, and team collaboration on the Oelwein Fire Department Aerial Platform Apparatus Project.

On January 5, 2022, the 150-page bid specifications were electronically provided to eleven fire apparatus vendors. Those vendors were:

Alexis Fire	Reliant Fire Apparatus
Danko	Rosenbauer
DPC Emergency	Spartan – Feld Fire
E-One	Sutphen
Ferrara	Toyne
KME	

On January 7, 2022, an addendum was provided to all vendors to allow for clarification on various items.

The bids were to be submitted in a specific format, in a specific order, and with other guidelines. At the January 27, 2022 deadline, three companies had submitted five bids for the project.

Reliant Fire Apparatus	Primary Bid
Reliant Fire Apparatus	Alternate Bid
Reliant Fire Apparatus	Alternate Bid B
Spartan - Feld Fire Apparatus	Primary Bid
Toyne	Primary Bid

Part of the leadership team reviewed the bids that were received and rejected all of the bids due to not conforming to the bid specification document requirements. On February 2, 2022, Bidders were notified of the bid rejections and allowed until February 14, 2022, at 11:00 a.m.; to submit new proposals that more closely aligned with the department's expectations. Two companies provided bids within the deadline.

Reliant Fire Apparatus	Spartan - Feld Fire Apparatus
------------------------	-------------------------------

On February 17, 2022, the committee met to review the two bids. Both companies have extensive backgrounds with great reputations in the fire apparatus business. Upon reviewing the bids, the committee recognized one bid, Reliant Fire Apparatus, to be significantly outside the budgetary reach of our community. While they provide a great product, the committee quickly recognized that the City of Oelwein would not be able to fund the aerial that they were proposing. The minor discrepancies and exceptions in the Spartan – Feld Fire bid were outweighed by their product being priced nearly \$450,000 lower than the only other bid received. Additionally, the Spartan – Feld Fire product is a demo unit and is already built. This shortens the timeline of receipt of this apparatus to 30 days compared to 12 to 13 months for the other bid unit.

The City of Oelwein is funding this aerial platform with the utilization of a Firefighter's Assistance grant in the amount of \$761,904.76, a USDA Facilities grant in the amount of \$140,000, a corporate donation of \$150,000, proceeds from the sale of the existing aerial, and we are attempting to obtain further donations.

The two bids received are:

Reliant Fire Apparatus	\$1,650,075.00
Spartan – Feld Fire Apparatus	\$1,218,176.00

The Spartan – Feld Fire Apparatus bid does not include some of the loose equipment necessary to outfit the apparatus. The committee has reviewed those items and would request additional authorization to utilize funds of up to \$40,000 to acquire some of the loose equipment needs such as SCBA/air packs for placement in the cab seats. The placement of air packs in the seats is comparable to the other department response vehicles and provides for a quicker, more efficient, and safe ready status when the members arrive at the scene.

Due to funding deadlines, the ability to have the Spartan unit in service sooner, the significant cost difference, and the recognition that the City of Oelwein does not have the appropriate funding for a made-to-order aerial fire apparatus, I would respectfully recommend that the Oelwein City Council approve the Spartan – Feld Fire Apparatus bid of \$1,218,176.00, with an additional up to \$40,000 for the loose equipment needs as stated above, for a total authorization of \$1,258,176.



February 14, 2022

Proposal:

2021 SMEAL 100 FT. MID MOUNT PLATFORM

DATE: February 14, 2022

This proposal has been prepared for:

OELWEIN FIRE AND RESCUE

We hereby propose to furnish to you, subject to proper execution of a signed contract by you and by an officer of Ed M. Feld Equipment CO., Inc, the following apparatus, built to the specifications described in this bid package.

One (1) SMEAL 100 FT. MID MOUNT PLATFORM as described in this bid package, built in Snyder, Nebraska for **One Million Two Hundred Eighteen Thousand One Hundred Seventy-Six Dollars and No Cents (\$1,218,176)**. This Bid includes a **2 YEAR GENERAL WARRANTY**.

Best Regards,

ERIC BOES

FELD FIRE

113 N. Griffith Rd., Carroll, Iowa 51401

712-830-9288

ericb@feldfire.com

A division of **ED M. FELD EQUIPMENT CO., INC.**

113 N Griffith Road • Carroll, IA 51401 • T 800-658-2403 • F 712-792-6658 • www.feldfire.com

RELIANT FIRE APPARATUS, INC.

P.O. BOX 470 • SLINGER, WISCONSIN 53086 • PHONE (262) 297-5020



February 14, 2022

City of Oelwein
 Public Safety Chief Jeremy Logan
 20 2nd Ave SW
 Oelwein, IA 50662

Proposal Detail: Reliant Fire Apparatus Proposal #546 dated February 14, 2022, for one Pierce Enforcer 100' Mid Mount Tower.

Dear Chief Logan,

Thank you for the opportunity to present this Proposal Detail to the City of Oelwein. Attached you will find the completed proposal for the apparatus to be furnished. This price is based on the Request for Proposal and all published addendums received from the Oelwein Fire Department. The pricing information for the Proposal Detail is as follows:

Pricing Summary:

Base Unit Price Prior to Payment Discount Options Detailed Below: \$1,650,075.00

100% Prepayment Option:

Should you elect to make 100% payment at contract execution an advanced payment discount can be subtracted from the Base Unit Price, resulting in the following contract amount:

Base Unit Price Prior to Payment Discount:	\$1,650,075.00
Less Advanced Payment Discount:	\$70,953.00
Contract Purchase Price:	<u>\$1,579,122.00</u>

Progress Payment Option:

Should you elect to make a progress payment a discount can be subtracted from the Base Unit Price, resulting in the following contract amount:

Base Unit Price Prior to Progress Payment Discount:	\$1,650,075.00
Less Chassis Progress Payment Discount:	\$14,722.00
Less Aerial Progress Payment Discount:	\$9,348.00
Contract Purchase Price:	<u>\$1,626,005.00</u>

Chassis progress payment due will be in the amount of \$490,743.00. Aerial progress payment due will be in the amount of \$467,428.00.

The remaining balance of \$667,834.00 with the addition of all approved order changes will be due to Reliant Fire Apparatus Inc. 10 days prior to the apparatus departing Pierce Manufacturing, 2600 American Dr, Appleton, WI 54914

Other Payment Option:

The above prepayment options are the most common taken. However, custom prepayment options are available on any funds prepaid prior to their due dates. Should the opportunity exist to have other prepayment amounts or intervals other than the proposed above, please provide and a custom prepayment option quote can be calculated for your review.

100% Performance Bond:

We have included the performance bond in the price of the Vehicle.

Terms and Conditions:

Pricing Validity – Proposal pricing is valid for 30 calendar days.

Delivery – Unit to be completed and prepared for final inspection within approximately 22 - 23 months from receipt and acceptance of contract or purchase order. Delivery lead time is based on current lead time at time of proposal. Lead time will be determined at time of contract/purchase order award.

Taxes – Any State, Federal, or local taxes are not included. If subject to taxes the amount will be added to the final invoice amount. For a tax-exempt purchase, the purchasing entity tax exempt form is required.

Freight – Delivery shall be F.O.B. Pierce Manufacturing, 2600 American Dr, Appleton, WI 54914.

Payment Form – Payment to be made in the form of cash or check.

Payment Terms:**Base Option:**

Payment due in full too Reliant Fire Apparatus, Inc. N10 days prior to final inspection and delivery from the Pierce Manufacturing, Inc. build location.

100% Prepayment Option:

Payment due in full at time of receipt and acceptance of contract or purchase order.

Custom Chassis Aerial Progress Payment Option:

The chassis progress payment is due 120 days after receipt and acceptance of contract or purchase order.

The aerial progress payment is due 150 days after receipt and acceptance of contract or purchase order.

The remaining balance due 10 days prior to the apparatus departing Pierce Manufacturing, 2600 American Dr, Appleton, WI 54914.

Penalty Clause:

The tower configuration is a highly complex configuration that requires a bay build process. These apparatuses are not an assembly line build configuration. Therefore, tower apparatus is assigned a bay slot based on backlog of that specific product type and available bays within their specialized facility. Current backlog for towers can only be known exact based on the backlog of towers the day of contract entry and its designated assigned lead-time based on what towers have been booked between this proposal quote date and actual time of order by the Oelwein Fire Department with Reliant Fire

Apparatus, Inc., and Pierce. Based on customers attempting to capture past years pricing and order of apparatus prior to the February 1st price increase; there has been historical trends for Pierce's backlog to fluctuate largely within these two (2) months based on the amount of orders received. Due to this unknown we can provide the Oelwein Fire Department 14 months with three (3) penalty clause options of choice:

Option #1: No Penalty Clause: If no penalty clause is required within the contract we are prepared and would quote on the contract a proposed lead-time for this product based on current backlog of 22 - 23, which is Pierce's current standard build time for this product utilizing the BMP program discussed.

Option #2: \$100.00 Per Day Penalty Clause: If a penalty clause of \$100.00 per day is required within the contract we are prepared and would quote on the contract a proposed lead-time for this product based on current backlog of 23 – 24 Months with terms not to exceed 2% of the total contract price.

Option #3: \$1,000.00 Per Day Penalty Clause: If a penalty clause of \$1,000.00 per day is required within the contract we are prepared and would quote on the contract a proposed lead-time for this product based on backlog of 26 – 27 Months with terms not to exceed 2% of the total contract price.

Any of the three (3) options above chosen will execute the Oelwein Fire Department Tower configuration to be loaded at Pierce's standard build time at time of order entry; however, option #2 and #3 will have extended delivery verbiage within the contract for unknowns as outlined above.

The selected option above would be noted in the contract agreement as chosen by the Oelwein Fire Department and lead-time quoted as such.

Stock Unit Offerings:

Pierce Manufacturing, Inc. does have an extensive portfolio of stock units. Although not requested in this RFP, if interest arises for potential availability of stock units for shortened lead times we can provide any information on such units if requested by the department.

BMP Unit Offerings:

Pierce Manufacturing, Inc. does provide an alternative build option platform should lead times also become a concern. Pierce lets you choose from custom, market-trending options with a wide range of chassis and configurations available. These options are then streamlined to allow for a quicker build time. However, not all options are available as with a build to order unit. Although not requested in this RFP, if interest arises for review of a potential BMP build for shortened lead times we can provide an analysis against this as requested RFP to advise what options would need to be changed and/or removed to qualify for a BMP program truck if requested by the department.

Said apparatus and equipment are to be built and shipped in accordance with the proposal hereto attached. Delays due to strikes, war, conflicts, pandemics, supply chain issues, or other causes beyond our control, could alter the delivery schedule.

The proposal herein contained shall form part of the final contract and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of proposal, except for any items deemed to be "non-compliant" by the purchaser. All "non-compliant" items are details on the NFPA Statement of Exceptions included with the proposal.

We thank the Cit of Oelwein for the opportunity to submit Reliant Fire Apparatus proposal #546 to you. Should you have any questions or require any additional information, please do not hesitate to contact me directly, or contacting Reliant Fire Apparatus directly at (262) 297-5020.

Respectfully,



Eric Fibikar
RELIANT FIRE APPARATUS, INC.
319-939-1905
Ericf@Reliantfire.com

Resolution No. _____

Resolution Appointing Jim Tuecke as the Oelwein Volunteer Fire Chief

WHEREAS, Chapter Five Article one Section 5-3 of the Oelwein Municipal Code States that the City Administrator shall appoint the Volunteer Fire Chief with Council Approval and a Volunteer Fire Department Recommendation; and

WHEREAS, The City Administrator worked with the Public Safety Chief to solicit input on the next Volunteer Fire Chief from the Volunteer Fire Department; and

WHEREAS, the City Administrator and the Public Safety Chief conducted interviews with highly qualified candidates; and

WHEREAS, the City Administrator recommends appointing Jim Tuecke as the Oelwein Volunteer Fire Chief subject to council approval,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OELWEIN, IOWA: The City Council Appoints Jim Tuecke as Oelwein Volunteer Fire Chief.

Passed and approved this 28 day of February, 2022.

Mayor Brett DeVore

Attest:

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

AYES NAYS ABSENT ABSTAIN

Dylan Mulfinger, City Administrator

Recorded March 1, 2022.

Dylan Mulfinger, City Administrator

Weber
Stewart
Lenz
Garrigus
Seeders
Payne

MINUTES TO SET DATE FOR SALE OF
BONDS AND AUTHORIZE PRELEVY

421044-44

Oelwein, Iowa

February 28, 2022

The City Council of the Oelwein, Iowa, met on February 28, 2022, at 6 o'clock p.m. at Oelwein City Hall Council Chambers, Oelwein, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

Upon motion and vote, the meeting was adjourned.

Mayor

Attest:

City Administrator

RESOLUTION NO. _____

Resolution setting date for the sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2022 and providing for the levy of taxes to pay the same

WHEREAS, the City of Oelwein (the “City”), in Fayette County, State of Iowa, previously issued its \$3,455,000 Urban Renewal General Obligation Certificates of Participation, Series 2014, dated May 1, 2014 (the “2014 Certificates”) a portion of which currently remain outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2022	\$165,000	3.000%	2028	\$400,000	3.750%
2023	\$170,000	3.000%	2030	\$425,000	4.000%
2024	\$175,000	3.000%	2033	\$700,000	4.000%
2026	\$370,000	3.250%			

;and

WHEREAS, pursuant to the resolution (the “2014 Resolution”) authorizing the issuance of the 2014 Certificates, the City reserved the right to call the 2014 Certificates for optional early redemption on any date on or after June 1, 2022, subject to the provisions of the 2014 Resolution; and

WHEREAS, the City heretofore proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$3,500,000 for the purpose of paying the costs, to that extent, of (1) constructing street, sanitary sewer system, storm water drainage, water system and sidewalk improvements; (2) acquiring and installing street lighting, signage and signalization improvements; (3) acquisition and demolition of dangerous, dilapidated and/or abandoned properties; (4) acquiring vehicles and equipment for the municipal fire department; and (5) current refunding the 2014 Certificates, and pursuant to law and duly published notice of the proposed action has held a hearing thereon on January 24, 2022; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Aquatic Center Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$275,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of undertaking improvements to the municipal aquatic center, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of January 24, 2022, no petition had been filed with the City asking that the question of entering into the Aquatic Center Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Recreation Trails Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$275,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of undertaking improvements to municipal recreation trails, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of January 24, 2022, no petition had been filed with the City asking that the question of entering into the Recreation Trails Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “City Hall Loan Agreement” and together with the Essential Purpose Loan Agreement, the Aquatic Center Loan Agreement, and the Recreation Trails Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$375,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of undertaking improvements to City Hall, and as of January 24, 2022, no petition had been filed with the City asking that the question of entering into the City Hall Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the General Obligation Corporate Purpose and Refunding Bonds, Series 2022 (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, and the City has made provision for the approval of a preliminary official statement (the “P.O.S.”) and to authorize its use by Speer Financial, Inc., as municipal advisor (the “Municipal Advisor”) to the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City Council combined the Loan Agreements into a single loan agreement (the “Loan Agreement”)

WHEREAS, it is now necessary to set the date for the sale of the Bonds and to authorize the Municipal Advisor to carry out such sale; and

WHEREAS, the City intends to enter into the Loan Agreement in the future and to issue the Bonds in evidence of its obligations thereunder and anticipates that principal and interest will come due on the Note before July 1, 2023; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2022-2023 fiscal year for the payment of such anticipated principal and interest;

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

Section 1. Sealed bids for the purchase of the Bonds shall be received and canvassed on behalf of the City until 11:00 a.m. on March 14, at the Office of the City Administrator at City Hall, in the City, and the City Council shall meet on the same date at 6:00 o’clock p.m., at the City Hall, Oelwein, Iowa, for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Bonds, and the Municipal Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the

Internal Revenue Service regulations governing “Issue Price” determinations, such notice to minimally contain information regarding Establishment of Issue Price set forth in the “Terms of Offering” attached to the P.O.S. and to be in such form as the Municipal Advisor may deem to be appropriate.

Section 2. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the Municipal Advisor to use electronic bidding procedures for the sale of the Bonds through Speer Auction®, and hereby finds and determines that the Speer Auction® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 3. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Note as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$163,138.

provided, however, that at the time the Note is issued, the actual tax levy amounts required to pay the principal of and interest on the Note in each year shall be determined based upon the interest rate or rates at which the Note is issued, and this resolution shall be supplemented by a resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 4. A certified copy of this resolution shall be filed with the Fayette County Auditor and said Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Note hereby authorized and for no other purpose whatsoever.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

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 28, 2022.

Mayor

Attest:

City Administrator

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF FAYETTE
CITY OF OELWEIN

SS:

I, the undersigned, City Administrator of the City of Oelwein, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2022 of the City evidencing the City's obligation under a certain Loan Agreement, the authorization of a debt service property tax levy for the payment of principal and interest on the Bonds, 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.

WITNESS MY HAND this 1st day of March 2022.

City Administrator

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF FAYETTE

I, the undersigned, County Auditor of Fayette County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2022, the City Administrator of the City of Oelwein filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council on February 28, 2022, entitled: "Resolution setting date for the sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2022 and providing for the levy of taxes to pay the same," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2022, as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2022.

County Auditor

February 25, 2022

Via Email

Dylan Mulfinger
City Administrator/City Hall
Oelwein, Iowa

Re: General Obligation Corporate Purpose and Refunding Bonds, Series 2022
Our File No. 421044-44

Dear Dylan:

We have prepared and attach revised proceedings to be used at the February 28th City Council meeting setting the date for the sale of the General Obligation Corporate Purpose and Refunding Bonds, Series 2022 (the “Bonds”), and providing for the adoption of a resolution (the “Resolution”) authorizing the debt service property tax levy for the fiscal year beginning July 1, 2022, in the amount of \$163,138 for the payment of debt service on the Bonds.

The proceedings attached include the following items:

1. Minutes of the February 28th Council meeting providing for the adoption of the resolution setting the date for sale of Bonds and authorizing the property tax levy for the 2022-2023 fiscal year. The actual resolution follows the minutes.
2. Attestation Certificate with respect to the validity of the transcript.
3. County Filing Certificate of the Fayette County Auditor relating to the filing of a certified copy of the resolution in that office.

After it is adopted, a certified copy of the attached resolution must be filed with the Fayette County Auditor by **no later than close of business on April 15, 2022**. Please print an extra copy of the resolution for this purpose.

When the City is ready to enter into the Loan Agreement, we will prepare proceedings to enable the City Council to supplement this resolution to provide for the actual repayment structure, interest rate on the Note, and the additional tax levies and to make a supplemental filing in the County Auditor’s office.

As these proceedings are completed, please return one fully executed copy to our office via email to lemke.susan@dorsey.com. If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Kaylonna McKee
Speer Financial, Inc.
Diana VanVleet

RESOLUTION NO. _____

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

Event	Location of Street Closures	Date & Time
Odd Rod	10 Block of North and South Frederick	May 20, 2022 5:00 P.M. – 10:00 P.M. June 17, 2022 5:00 P.M. – 10:00 P.M. July 15, 2022 5:00 P.M. – 10:00 P.M. August 19, 2022 5:00 P.M. – 10:00 P.M. September 16, 2022 5:00 P.M.-10:00 P.M.
Car Show	North Side Oelwein City Park	July 2, 2022 6:30 A.M. – 5:00 P.M.
Rain Date	10 Block of North and South Frederick	The following Friday of each event will be reserved as a Rain Date

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

Passed and approved this 28th day of February, 2022.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded March 1, 2022.

Dylan Mulfinger, City Administrator

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

AYES NAYS ABSENT ABSTAIN

Weber
Stewart
Garrigus
Seeders
Payne
Lenz

NOTICE OF PUBLIC HEARING
JURISDICTION OF CITY OF OELWEIN
SEGMENT 3 TRAIL IMPROVEMENTS
PROJECT No. 21-931

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement.

TO WHOM IT MAY CONCERN:

You are hereby given notice that a public hearing will be held by the City Council of Oelwein on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:00 P.M. on **March 14, 2022**, at City Hall, Oelwein, Iowa.

The description of the type of public improvement and its location are as follows:

The project will consist of construction of approximately 1,900 LF of 8' wide PCC surfaced trail from Levin Park, northerly to 4th Street SW, and easterly along 4th Street SW to South Frederick Avenue.

The City Council will meet at a meeting in said Council Chambers at 6:00 P.M. on **March 14, 2022**, to consider the plans and specifications, estimate of cost and proposed form of contract and to act upon the bid proposals and to consider entering into a contract for said improvements.

Any persons interested may appear at such meeting of the City Council for the purpose of making objections to the plans, specifications or contract or the cost of making the improvements.

This Notice is given by authority of the City of Oelwein.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Published in the Oelwein Daily Register.

Offer to purchase 407 3rd St. SW Oelwein, Iowa from the City of Oelwein

W 1/2 LOTS 13 & 14 BLK 1 BROWNS SUB Division to the City of Oelwein, Iowa

Offer to purchase is subjected to a final written contract of agreement between the Buyer and Seller, no further actions or requests can be taken other than stated in the written purchase contract.

- 1) Offer to purchase automatically terminates when both buyer and seller does not agree to terms of a purchase written contract within thirty days of buyer submitting the offer to purchase. No further actions or requests can be taken and must meet all terms of a written purchase contract requested by the property Buyer.**

Terms of a written purchase contract requested by the property Buyer

- 1) Offer to purchase price \$1000 subjected to Seller paying all unpaid taxes to date of contract transfer of property date, Quick claim deed and required permits to be furnished by the seller on the date of contract transfer of property date.**
- 2) Quick claim deed and final written contract of agreement between the Buyer and Seller to be submitted and recorded to Fayette County is the responsibility of the seller. The buyer is to receive all documents within fifteen calendar days of transfer of the property.**
- 3) Property and buildings can only be used for personal storage and can not become rental property. The contract between the City of Oelwein and buyer one is inherited to any future buyer and must comply to all requirements of the written contract as to Buildings and property maintenance.**
- 4) The uninhabitable house removal and foundation to ground level only is the responsibility of the buyer, savings of \$ 8k to the city. Sewer and water is optional and to be capped to city code requirements if necessary.**

The one stall garage building is to remain with the property, buyer refurbishing with new vinyl siding and new roof shingles, building is to be attached to a four-inch floating concrete slab, no drive necessary when used as a small personal storage building only.

- 5) Property size is to be established by the walk ways of fourth avenue southwest and third street southwest, no other requirements to be requested.**

- 6) Buyer is only required to build a five hundred square feet garage building attached to a four-inch floating concrete slab, 3/8 re-rod and 4" sand base minimum with eight feet six-inch side walls, larger buildings are optional if allowed by city code property size, however not required, new vinyl siding and roof shingles, meeting all city building codes, *corrugated steel siding is prohibited by city code and is not to be used or required.* Electric 100-amp panel wired in series-parallels only with minimum 12-2 w/ bond wire meeting National electric code required for main garage but not for small out storage buildings. Optional plumbing must meet Uniform plumbing codes. Plumbing and electric inspections require licensed and qualified trained personnel with proof of professional training when requested by the buyer.

Buyer is allowed to self-labor and hired helpers, all construction and utilities to complete projects of the property or the option to hire trained professionals as needed.

Garage overhead entry door is allowed from alley or rear of building with road rock drive. Third street entry remaining optional, road rock drive from third street is not optional, must be black top with road rock four-inch base or four-inch concrete with sand base.

Buyer reserves the right to add and construct a 4 to 6 feet eve to the front of the main building with a six feet floating slab while maintaining a twenty-five feet distance from the front property line.

- 7) Builds and property must be maintained and preserved due to age or storm damage, all slightly debris and objects removed in a timely manner to be determined by the city codes but, not less than seven days.

Lawn maintenance of not greater than 6" height is to be maintained.

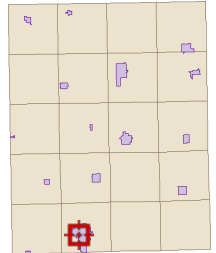


Beacon™ Fayette County, IA

407 3rd St SW



Overview



Legend

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

Parcel ID	1821305013	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	407 3RD ST. SW	Acreage	n/a		Oelwein, IA 50662-
	OELWEIN				
District	OELWEIN OELWEIN INC				
Brief Tax Description	W 1/2 LOTS 13 & 14				
	BLK 1				
	BROWNS SUB DIV				
	(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: 2/23/2022

Last Data Uploaded: 2/23/2022 2:52:23 AM

Developed by  Schneider
GEOSPATIAL

From: [Lonnie Achenbach](#)
To: [Dylan Mulfinger](#); [Brett Devore](#)
Subject: Purchase lot across from Subway parking lot
Date: Tuesday, January 25, 2022 4:05:15 PM
Attachments: [Oelwein parking.pdf](#)

To Dylan and Brett,

This is Lonnie Achenbach ,owner of Oelwein Subway. I attended a council meeting a couple of months ago wanting to push snow across from the Subway parking lot East towards the library. It has come to my attention that the city is selling vacant lots they currently own. I would be willing to purchase the attached lot (in the diagram) for \$1000 and all transfer cost associated with the purchase. This would put the land back on the tax roll and alleviate the city maintenance on this property. Please let me know if this is attainable. Thanks Lonnie Achenbach





To: Mayor and City Council

From: Dylan Mulfinger

Subject: Comprehensive Plan

Date: 2/28/2022

The PFEED Committee met February 14 and determined that a new Comprehensive Plan would be a good idea for the city provided the City Administrator have a plan for funding. The City Administrator informed council that the plan will help the City and community identify priorities over 20 years with a five-year strategic plan. The Comprehensive Plan would provide direction for many years to come and guide expansion if possible.

The City Administrator proposes using \$20,000 in Economic Development (local option sales tax) and \$20,000 in general fund reserves to fund the project. A proposed timeline is below:

- February 28
 - City Council approves going out for Request for Proposals (RFP)
- April 6
 - RFPs are due to City Hall
- April 11
 - City Council reviews the RFPs and determines three firms to interview
- April 25
 - Council interviews candidates and provides a recommendation for May 9 meeting
- May 9
 - City Council approves a contract with a firm to update the Comprehensive Plan
- Spring, Summer
 - Firm works with City Council, city staff, and Community members to create plan
- Winter
 - Council adopts a new Comprehensive Plan

This plan will be instrumental in the FY2024 budget and will help council as they prioritize their spending for the City. The City Administrator looks forward to moving forward on this project with council and mapping out the future for Oelwein.



Oelwein Request for Proposals

To Prepare a New Comprehensive Plan for the City of Oelwein, Iowa



PROPOSALS DUE NO LATER THAN:

4:30 P.M. CST ON April 6, 2022

City of Oelwein City Hall
20 2nd Ave SW Oelwein
Iowa 50662



Introduction

The City of Oelwein, Iowa, is soliciting interested and qualified firms to submit a proposal to lead a review and complete update of its Oelwein Comprehensive Plan adopted in 1999. Firms may drop-off proposals at the Oelwein City Hall located at 20 2nd Ave SW Oelwein, Iowa 50662, or by mailing them to the same address. In any case, submissions must be received no later than 4:30 P.M. on April 6, 2022, to be considered. Consultants must submit seven (7) hard copies and one (1) digital copy, as well. All communication on the proposal should be made to:

Dylan Mulfinger
City Administrator
City of Oelwein City Hall
20 2nd Ave SW Oelwein, Iowa 50662
319-283-5440
dmulfinger@cityofuelwein.org

The City of Oelwein last completed a comprehensive plan in 1999 with their local planning cog. This effort laid out the future for Oelwein. This next effort will help guide a new council as they determine the direction for Oelwein. While valuations and the population has dipped, the community continues to see investment. The next comprehensive plan should focus on the needs of a rural community working through future trends for small towns in Iowa. This plan must encompass a 20-year outlook with a five-year strategic plan. Oelwein continues to see investment from industry, commercial, and residential properties. The Community, City Council, and City staff are ready to commit to a new plan.



Comprehensive Plan Content

The project of reviewing and holistically updating the City's Comprehensive Plan will include the assembly and analysis of data relating to existing conditions in the City of Oelwein and utilize that data to develop policies, actions, and an implementation plan to guide future development and decision making. The new Comprehensive Plan shall establish a compelling and effective vision and strategy for Oelwein future through 2040.

The City expects the new Comprehensive Plan to achieve the ten Iowa Smart Planning Principles, established by Iowa Code Chapter 18B.1. The guidance provided within that chapter and information referenced from Chapter 414 of the Iowa code shall be incorporated. Additionally, the City expects the new Comprehensive Plan to incorporate the following content areas:

- 1) Plan Introduction and Vision
 - a. Demographic information and trends, including projections to 2040
 - b. Iowa Smart Planning Principles and Guidelines
- 2) Background and History Report
- 3) Economic Development
 - a. With an emphasis on growing the downtown
- 4) Identity & Marketing
- 5) Community Aesthetics
- 6) Sustainability
- 7) Health
- 8) Housing
- 9) Existing Land Uses, Future Land Uses, and Growth Management
- 10) Infrastructure
- 11) Downtown
- 12) Government
- 13) Implementation

This plan must take a hard look at Oelwein and determine a clear path. The City of Oelwein cannot implement the same policies of growing cities, or metro cities. The Consultant must find creative solutions that lead Oelwein toward success for their own community. Oelwein should have a plan that understands population loss and the hardships of rural Iowa. This plan must outline risks that Oelwein will need to take to ensure the City maintains the level of services and amenities as expected by its residents.

The City will require the Consultant to make specific efforts to establish and support an inclusive and welcoming public participation process throughout the project. Effective and meaningful public outreach will involve a multifaceted approach to enhance engagement with Oelwein residents. This outreach will need to include but is not limited to, regular collaboration through meetings and presentations with different stakeholder groups, public workshops, the City's website and social media, local media including newspaper (Oelwein Daily Register), surveys, and Community events.



Scope of Work

The final scope of services will be the result of discussions between the City and the successful respondent. The City feels that the new Comprehensive Plan will serve as a dynamic guide for Oelwein's future, which will necessitate dedicated and inclusive public engagement, as well as, innovative planning techniques. In general, the scope of work will include, but is not limited to:

- Facilitate a thorough planning process to ultimately develop a robust and valuable Comprehensive Plan.
- Utilize an innovative and multidimensional approach to engage the public to develop a vision for the City's future. The Consultant shall facilitate public input meetings/workshops both online and in person.
- Incorporate updated information to reflect changes in conditions and demographics, and recognize any unnecessary or inconsistent information from other City plans or programs to establish a consistent Comprehensive Plan.
- Explore historical or current trends in planning for the future, referring to current plans where appropriate.
- Collaborate with City Staff throughout the project, especially for data collection and inventory, public participation, and any electronic media communications.
- Design the Comprehensive Plan document, including the formatting, layout, and high-quality graphics, maps, and illustrations in a format that can be maintained by City Staff after completion of the Consultant's work.
- Assume the lead role of writing and editing a cohesive Comprehensive Plan document. This includes text and policies that are supported by information from existing documents, other plans and studies, data analysis, input from the public, best practices, and/or examples of successful application from other jurisdictions.
- The City expects several maps will be created for use during public engagement or other presentations along with additional maps and/or graphics created to represent said public input.
- Provide and present materials, documents, analyses, and amendments to the City, stakeholders, and Oelwein City Council.
- Develop an implementation strategy that is user-friendly, quantifiable, and adaptable to changes in the future (i.e., a "living document").



Submission Requirements

Any Consultant wishing to be considered for providing the services described herein shall submit seven (7) hard copies and one (1) electronic copy (Adobe PDF or Microsoft Word file) of their proposal no later than 4:30 P.M. CST on Friday, April 6, 2022.

Proposals will not be accepted after the submission deadline, regardless of the reason for such tardiness. Proposals that are received after the submission deadline will not be considered and returned to the sender.

In the RFP response, the Consultant shall provide the following information:

- 1) Company background information:
 - a. Name and resume of lead employee for the project.
 - b. Names and resumes of additional employees who will work on the project.
- 2) Description of similar work including examples/references to any recent work*, if available.
 - a. *Include reference(s) including the organization/business, address, contact person, phone number, date of services, and scope of services.
- 3) General approach to the project, including expectations and understandings required of all parties to complete this project on time and within budget.
- 4) Proposed work program including a project schedule/timeline, public engagement strategies, deliverables, and expected project completion date.
- 5) Summary of technical capabilities, including but not limited to, GIS and mapping, data analysis, illustrations and graphics.
- 6) Cost estimate, including proposed fee range and lump sum dollar amount for all services, fees, materials, and charges for completing all work anticipated to be necessary to complete the project.



Mayor & Council,

As the Building Official, it is my recommendation that the City of Oelwein should extend the six-month agreement between our temporary building inspector, (Jerry Smith), to a time that will be determined. I have taken Jerry on several rental inspections to familiarize him with the rental inspection process that meet the city's expectations. Jerry's time will be utilized to help with rental inspections, building inspections, and check on expired permits. This time will allow the Community Development Department to complete the first round of rental inspections in 2022, allowing council to discuss the next steps of the program once all units are inspected.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Shekleton", with a long horizontal line extending to the right.

Jay Shekleton
Building Official/Zoning Administrator

**CONTRACT FOR SERVICES BETWEEN
UPPER EXPLORERLAND REGIONAL PLANNING COMMISSION
AND THE CITY OF OELWEIN**

**CDBG-CV PUBLIC FACILITIES PROJECT
#20-CVN-023**

THIS CONTRACT entered into by and between the Upper Explorerland Regional Planning Commission (UERPC) (hereinafter called ADMINISTRATOR) and the City of Oelwein for the purpose of carrying out the Scope of Services and Terms in any Exhibit A as described below.

SECTION 1. Scope of Services

The Administrator shall provide and perform the necessary services required to carry out the Contract as set out in the Scope of Services attached herewith.

SECTION 2. Time of Performance

The services of the Administrator shall commence on February 16, 2022 and shall terminate upon project completion to include the submission of final documents and/or reports. Project completion as set forth is located in the Iowa Economic Development Authority (IEDA) contract #20-CVN-023.

SECTION 3. Method of Payment

Total payment to the Administrator for the Food Assistance grant shall not exceed \$25,000, the amount identified as administration in the project budget of the grant program.

Payment shall be due upon receipt of a monthly invoice for services completed. Formal accounting records are maintained to support the expenses incurred and are based on the Administrator's established cost allocation plan approved annually by the Upper Explorerland Regional Planning Commission's Board of Commissioners.

After the first draw, recipients must draw at least once every six months for each activity including administration. Failure to draw every six months may result in termination of your IEDA contract. IEDA recipient contracts will be set to end after three years. In the majority of cases, contract amendments for time extensions will not be allowed.

It is the responsibility of the City of Oelwein to meet the match requirement (either cash or in-kind) as specified in IEDA contract #20-CVN-023.

In the event the project needs to be extended beyond the identified project completion date as indicated in contract #20-CVN-023, additional administrative fees to complete the extended Scope of Services may be required. These fees will be negotiated with the City of Oelwein within 30 days of the project completion date set forth in contract #20-CVN-023 and an Addendum to this Contract will be executed for the additional fees upon mutual agreement of both parties. UERPC will invoice the City of Oelwein an hourly rate between \$65 - \$70 to be negotiated at the time of occurrence. Travel and any other direct charges related to the additional meetings will also be invoiced.

SECTION 4. Personnel

The Administrator represents that it has, or will acquire, all personnel necessary in performing the services under this Contract.

SECTION 5. Property

The Administrator shall be free to acquire or use its own existing property, real or personal, as it deems necessary in the performance of work under this Contract.

SECTION 6. Services to be Furnished to the Administrator

All reports, data, maps or other public documents and information necessary to the performance of work under this Contract shall be made available to the Administrator.

SECTION 7. Records Retention and Availability

The Administrator and the City of Oelwein must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the Administrator shall make available to the City of Oelwein, the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

SECTION 8. Civil Rights and Other Regulations

In connection with carrying out this Contract, the City of Oelwein and the Administrator agree to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259.
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

SECTION 9. Restriction on Lobbying

We certify, to the best of our knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

Lead-Safe Housing Regulations (As Applicable)

24 CFR Part 35 et al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule.

Recycled Materials

We agree to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

All Contracts In Excess of \$10,000

Federal Executive Order 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the administrator agrees as follows:

- (1) The administrator will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The administrator will, in all solicitations or advertisements for employees placed by or on behalf of the administrator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The administrator will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the administrator's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The administrator will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The administrator will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the administrator's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the administrator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The administrator will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub administrator or vendor. The administrator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the administrator becomes involved in, or is threatened with, litigation with a sub administrator or vendor as a result of such direction by the contracting agency, the administrator may request the United States to enter into such litigation to protect the interests of the United States."

All Contracts in Excess of \$100,000

Clean Air and Water Acts:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).

Section 508 of the Clean Water Act (33 U.S.C. 1368).

Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third-party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the administrator agrees as follows:

- (1) The administrator will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The administrator agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The administrator agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities,

Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

- (4) The administrator agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subadministrator to take such action as the Government may direct as a means of enforcing such provisions.

All Construction Contracts in Excess of \$2,000

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix Two under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

Housing and Urban Development Act of 1968-Section 3 Clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker hours goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.

- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

*-A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

SECTION 10. Termination

Either party may terminate this Contract in whole or part, in writing, if the other party substantially fails to fulfill its obligations under this contract through no fault of the terminating party. However, no such termination may be affected unless the other party is given: 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) and opportunity for consultation with the terminating party before termination. The method of final payment would be determined by actual costs associated with the project up to date of termination.

This Contract will be subject to renegotiation in the case of: 1) increased or decreased volume of services; 2) changes required by federal or state laws or regulations; 3) changes required by the City of Oelwein and/or Administrator; 4) monies available affecting the substance of this Contract.

Parties to this Contract must concur to revisions of this contract by an addendum signed by the authorized representatives of both parties.

Failure to comply with any part of this Contract may be considered cause for revision, suspension, or termination. If the City of Oelwein finds it necessary to terminate this contract prior to the expiration date of this Contract, for reasons other than non-performance by the Administrator, actual approved costs incurred by the Administrator may be reimbursed in an amount determined by mutual agreement of both parties. The City of Oelwein reserves the right to cancel any agreement in whole or in part without penalty due to failure of the Administrator to comply with terms, conditions, and specifications of this Contract.

PASSED and APPROVED

Upper Explorerland Regional Planning Commission

The City of Oelwein

Date

Date

Rachelle Howe, Executive Director

Brett Devore, Mayor

ATTEST: Diana Johnson, Economic Development
Department Head

ATTEST: Dylan Mulfinger, City
Administrator

SCOPE OF SERVICES

The Upper Explorerland Regional Planning Commission shall assist in compliance with Iowa Economic Development Authority (IEDA) and other federal requirements; maintenance of required records and documents; and other required actions not specifically listed, but requested by the local government, including but not limited to the following activities:

GENERAL ACTIVITIES

Program Setup

- Meet with the grantee to review and assure understanding of terms and conditions of grant agreement with IEDA
- Set up a model for program schedule, assuring compliance with time limitations of grant contract
- Prepare and forward press releases and/or stories concerning the grant
- Maintain and promote performance standards in areas such as housing, minority participation, services to low incomes, that will help the grantee secure future grants

PROGRAM ADMINISTRATION

A. Capital Improvement Activities

- Assist engineers and architects in acquiring IEDA required contract documents, including wage determinations, etc.
- Check bid documents for IEDA compliance
- Check contracts for IEDA compliance
- Send documents to IEDA for project and contractor clearances
- Conduct on-site employee interviews
- Provide required posters and monitor posting
- Monitor subcontractor compliance with IEDA regulations
- Assist contractors in execution of IEDA required documents and assurances
- Promote and document efforts at minority participation
- Assist in monitoring and clearing change orders
- Assist in close-out

B. Record Keeping

- Assist in setting up spreadsheets for grant funds
- Assist in setting up filing system for program information maintenance
- Regularly monitor records
- Assist in executing budget amendments
- Assist in preparing drawdown forms, authorizing and making disbursements
- Assist in meeting with IEDA officials during site visits
- Assist in preparing quarterly, annual, and Grantee Performance Reports as needed
- Assist in final close-out and final audit requirements

C. Citizen Participation

- Prepare and forward all press releases, notices, etc. as required by IEDA
- Assist in processing all citizen complaints, proposals, etc.
- Assist citizens and citizen groups in participation activities as directed by the grantee

PROJECT DELIVERY

- Assure environmental compliance for all phases of grant
- Monitor payrolls for Davis-Bacon compliance
- All other items as needed for CDBG compliance

The above outline is generally specific, but some areas may have more detailed requirements implied, but not listed.

Upper Explorerland Regional Planning Commission will assist the grantee with these requirements unless special requests are made to the Executive Director or governing body of the grantee.

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
NON-ENTITLEMENT COMMUNITY DEVELOPMENT BLOCK GRANT
(COVID-19) PROGRAM CONTRACT**

RECIPIENT: Oelwein
CONTRACT NUMBER: 20-CVN-023
EFFECTIVE DATE: February 16, 2022
AWARD AMOUNT: \$449,485
END DATE: May 31, 2023

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM COVID-19 ("CDBG-CV") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG-CV funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG-CV funds is to primarily benefit low- and moderate- income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.) and the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act.

1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.

1.3 **ADMINISTRATIVE CODE.** "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.

1.4 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG-CV program.

1.5 **APPLICATION.** "Application" is the Application the Recipient submitted in IowaGrants.gov to Authority.

1.6 **BUDGET.** "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.

1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM COVID-19 (CDBG-CV).** "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended and the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act

1.8 **CONTRACT.** "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required

in connection with the Contract, including the CDBG-CV grant Application together with any related submittal documents.

1.9 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** "Grant" means the award of CDBG-CV funds to the Recipient for Project activities.

1.11 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.

1.12 **IOWAGRANTS.GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov.

1.13 **LOW- AND MODERATE-INCOME FAMILIES.** "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, HOME income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.14 **LOW- AND MODERATE-INCOME PERSONS.** "Low- and Moderate- Income Person" means a member of a low- and moderate-income family as defined above.

1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in IowaGrants.gov and approved by the Authority.

1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable including the CARES Act. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a " Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this " Subaward" as defined in 2 CFR 200.92.

ARTICLE 2 FUNDING

2.1 **FUNDING SOURCE.** The source of funding for the Grant is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act.

2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-CV program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

2.5 **EXPENDITURE REQUIREMENT.** Recipient must expend all CDBG-CV funds prior to July 23, 2023. Requests for reimbursement must be submitted to IEDA in a timely manner to ensure disbursements may be processed before July 23, 2023. The Recipient acknowledges that CDBG-CV funds will not be paid or disbursed after July 23, 2023, unless this date should be extended by the U.S. Department of Housing and Urban Development.

ARTICLE 3

TERMS OF GRANT

3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 **ADMINISTRATION.** This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.

3.4 **SATISFACTORY PERFORMANCE.** All projects will be evaluated using CDBG regulations and the additional requirements found in FR-6218-N-01: Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and for Other Formula Programs.

3.5 **DUPLICATION OF BENEFITS.** All projects will be evaluated to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.).

3.6 **PRE-AGREEMENT COSTS.** Pre-agreement and pre-award costs may be reimbursable with prior approval from IEDA. Costs incurred before March 9, 2020 will not be reimbursed. On this date, the Governor made a Proclamation of Disaster Emergency to coordinate the State of Iowa's response to the Novel Coronavirus 2019 (COVID-19) outbreak. Recipient shall comply with all environmental requirements set out at 24 CFR 58. If the Recipient does not comply with all requirements at 24 CFR Part 58 and cannot demonstrate there was no harm to the environment, IEDA will not reimburse pre-agreement or pre-award costs

ARTICLE 4

PERFORMANCE TARGET ACHIEVEMENT

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.

4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5

USE OF FUNDS

5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".

5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.

5.3 **BUDGET REVISIONS.** Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

5.4 **COST VARIATION.**

(a) In the event that the total Project cost is less than the amount specified in the Agreement and the "Budget Activity", the CDBG participation shall be reduced at the same ratio to the total Project cost reduction as the original ratio of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately to the Authority.

(b) In the event that the total Project cost is greater than the amount specified in the "Budget Activity", the Authority shall, upon request, consider increasing the CDBG participation in the same ratio to the total increase in Project cost as the original ratio of CDBG funds to the total Project costs. The consideration of an increase of CDBG funds for a Project shall be subject to availability of funds, determination of reasonable and allowable costs, and all other applicable program rules.

(c) The Recipient may request the Authority to increase the CDBG participation to an amount that is higher than the proportional ratio. The Authority may permit such a higher increase if, in the Authority's judgment, the Recipient has demonstrated financial hardship.

ARTICLE 6 **CONDITIONS TO DISBURSEMENT OF FUNDS**

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

6.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.

6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

6.3 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

6.4 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(l) of the Housing and Community Development Act of 1974, as amended.

6.5 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

6.6 **EQUAL OPPORTUNITY POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's equal opportunity policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.7 **PROCUREMENT POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's procurement policy, consistent with 2 CFR 200.318.

6.8 **FAIR HOUSING POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's fair housing policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.9 **CODE OF CONDUCT.** The Authority, prior to release of funds under this Contract, shall review and approve the

Recipient's code of conduct, consistent with 2 CFR 200.318.

6.10 **CONDITIONS TO DISBURSEMENT.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity.

CONDITIONS FOR A SPECIFIC ACTIVITY:

ACTIVITY NUMBER(S)

9 - Parks, Recreation

APPLICABLE CONDITIONS

6.10(b) - Review of handicap accessibility-Letter from architect

(a) **DEPARTMENT OF NATURAL RESOURCES APPROVAL.** Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.

(b) **REVIEW OF HANDICAPPED ACCESSIBILITY.** Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.

(c) **DEPARTMENT OF HEALTH APPROVAL.** Construction shall not begin prior to receipt of written approval from the Iowa Department of Health.

(d) **FRANCHISE ORDINANCE/28E AGREEMENT.** Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.

(e) **BULK PURCHASE AGREEMENT.** Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.

(f) **RURAL WATER CONNECTION FEE PROJECTS.** Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.

(g) **STATE BUILDING CODE BUREAU APPROVAL.** Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

(h) **FAÇADE EASEMENTS.** Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all recorded façade easements with property owners when required for downtown revitalization.

(i) **STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.** Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with the original Application or "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.iowagrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual.

(j) **IOWA GREEN STREETS CRITERIA CONSTRUCTION DOCUMENTS.** Prior to bidding, the Recipient shall submit final design and construction documents and Iowa Green Streets Criteria Appendix C for the Authority to review for consistency with the original Application subsequently approved by the Authority when required for applicable Community Facilities and Downtown Revitalization projects as identified in their application.

(k) **PERPETUAL RESTRICTIONS.** Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.7 and 5.8 of this Contract.

(l) **ADMINISTRATIVE PLAN.** The Recipient shall establish a written Administrative Plan that is consistent with the approved Application and the required elements of the Authority's sample Downtown Revitalization Administrative Plan. The release of funds shall be contingent upon the Authority's receipt and acceptance of the Administrative Plan.

(m) **BID SOLICITATION REQUIREMENTS and CONSTRUCTION RESTRICTIONS.** Within one year of contract effective date the Recipient's project shall be designed and solicitation for bids shall be completed. Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all construction terms agreements with property owners when required for downtown revitalization projects.

CONDITIONS NECESSITATING OUTSIDE AGENCY ACTION:		
ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS	OUTSIDE AGENCY
9 - Parks, Recreation	6.10(a)	City of Oelwein

(a) **FUNDING.** Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid. If the other funding is not obligated to the Recipient within 6 months following the announcement of the CDBG award, the CDBG funds shall be considered available to the Authority for allocation to other Projects, and the provisions of the CDBG Administrative Rules concerning contingent awards shall apply.

(b) **SUBRECIPIENT AGREEMENT.** Prior to release of funds under this contract and prior to the Recipient entering in to a Subrecipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient Agreement (as applicable).

(c) **CONTINGENT FUNDING.** The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.

(d) **LONG TERM LEASE AGREEMENT.** Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.

6.11 **SUBRECIPIENT AGREEMENT.** For each activity utilizing a non-profit for implementation the Recipient shall upload an executed subrecipient agreement to IowaGrant.gov. No funds will be released for that activity unless the required subrecipient agreement has been uploaded. The Recipient shall use IEDA's approved subrecipient agreement template which includes a claw back provision.

6.12 **DUPLICATION OF BENEFITS POLICY.** The recipient shall adopt and implement the IEDA Duplication of Benefits Policy and procedures and other requirements for duplication of benefits as prescribed by IEDA.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF RECIPIENT

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the

Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

7.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

ARTICLE 8

COVENANTS OF THE RECIPIENT

8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) **PROJECT WORK AND SERVICES.** The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) **REPORTS.** The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG-CV program.

REPORT

DUE DATE

- | | |
|---|--|
| 1. Request for Payment / Activity Status Report | At least every 6 months |
| 2. Section 3 Report | Annually (if applicable) |
| 3. Updates to the Applicant/Recipient Disclosure Report | As needed due to changes |
| 4. Form 3-D, Income and Ethnicity of recipients | Quarterly or more frequently as directed by IEDA |
| 5. Single Audit Form (required) | Within 30 days of audit completion |

(c) **RECORDS.** The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for the greater of three years after the date the recipient is notified that the state CDBG contract has been closed with HUD, or the period required by other applicable laws and regulations as described in § 570.487 and § 570.488. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) **ACCESS TO RECORDS/INSPECTIONS.** The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

(e) **USE OF GRANT FUNDS.** The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

(f) DOCUMENTATION. The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

(g) NOTICE OF PROCEEDINGS. The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.

(i) NOTICE TO AUTHORITY. In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

(j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.

(ix) National Environmental Policy Act of 1969 and implementing regulations.

(x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation

assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.

(xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.

(xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.

(xiv) Fair Labor Standards Act and implementing regulations.

(xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.

(xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.

(xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

(xviii) Drug-Free Workplace Act.

(k) **MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE.** The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

8.2 **NEGATIVE COVENANTS.** During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

(a) **ASSIGNMENT.** Assign its rights and responsibilities under this Contract.

(b) **ADMINISTRATION.** Discontinue administration activities under the Contract.

ARTICLE 9 **DEFAULT AND REMEDIES**

9.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:

(a) **MATERIAL MISREPRESENTATION.** If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(b) **NONCOMPLIANCE.** If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.

(c) **END DATE.** If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.

(d) **MISSPENDING.** If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.

(e) **INSURANCE.** If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs

for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

9.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

- (a) exercise any remedy provided by law,
- (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

ARTICLE 10 **INCORPORATED DOCUMENTS**

10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:

- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG-CV Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (d) IEDA Duplication of Benefits Policy and Procedures

10.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern:

- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (d) IEDA Duplication of Benefits Policy and Procedures
- (e) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (f) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

ARTICLE 11 **MISCELLANEOUS**

11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

11.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.5 **NOTICES.** Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION.** It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS.** The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: Oelwein

BY: _____

Mayor
Oelwein
20 2nd Avenue SW
Oelwein, Iowa 50662

Brett DeVore, Mayor

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: _____

Brian Sullivan, Chief Programs Officer

ATTACHMENT A
GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1.0 AMENDMENT.

(a) **WRITING REQUIRED.** The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **UNILATERAL MODIFICATION.** Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) **AUTHORITY REVIEW.** The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved; if it does not meet requirements set forth in Iowa Administrative Code 261-23, as applicable; or if it conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

(a) **SINGLE AUDIT.** The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b) **ADDITIONAL AUDIT.** As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

4.0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

5.0 PROGRAM INCOME. All program income, as defined in 2 CFR part 200, subpart E; 24 CFR 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

6.0 INTEREST EARNED. To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the

provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

8.0 **TERMINATION.**

(a) **FOR CAUSE.** The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) **FOR CONVENIENCE.** The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) **DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING.** At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

9.0 **PROCEDURES UPON TERMINATION.**

(a) **NOTICE.** The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancelable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) **RIGHTS IN PRODUCTS.** All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) **RETURN OF FUNDS.** The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 **ENFORCEMENT EXPENSES.** The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 **CONFLICT OF INTEREST.**

(a) **GENERAL.** Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) **PERSONS COVERED.** The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(c) **CONFLICTS OF INTEREST.** Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.** CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

(a) **DISCRIMINATION IN EMPLOYMENT.** The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) **CONSIDERATION FOR EMPLOYMENT.** The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) **SOLICITATION AND ADVERTISEMENT.** The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's IowaJobs web site found at <https://www1.iowajobs.org/>.

(d) **CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT.** The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) **CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.** The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) **PROGRAM NONDISCRIMINATION.** The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as

provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFT Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) LEAD-BASED PAINT HAZARDS. The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(i) SECTION 3 COMPLIANCE. The recipient shall comply with provisions for training, employment and contracting in accordance with 24 CFR part 75 and Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(iii) The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

(v) The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

(vi) The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

(vii) The contractor agrees to post contract and job opportunities to the Opportunity Portal, and will check the Business Registry for businesses located in the project area.

(viii) The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(ix) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

(x) The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it

has taken to pursue low- and very low-income persons for economic opportunities.

(xi) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(j) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS.** In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(k) **INCLUSION IN SUBCONTRACTS.** The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570.207 (a): The following activities may not be assisted with CDBG funds:

(a) **BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(D) CANNOT BE ASSISTED WITH CDBG FUNDS.** This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(b) **GENERAL GOVERNMENT EXPENSES.** Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(c) **POLITICAL ACTIVITIES.** CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

18.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

19.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

February 16, 2022

Honorable Brett Devore
City of Oelwein
20 2nd Avenue SW
Oelwein, Iowa 50662

SUBJECT: 2021 CDBG COVID19 Award (20-CVN-023)

Dear Mayor Devore:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Oelwein a Community Development Block Grant - COVID19 (CDBG-CV) in an amount not to exceed \$449,485.

Your contract with respect to this award (the "Contract") will have a start date of February 16, 2022 pending successful contract negotiation and complete execution. Enclosed is the Contract between the City of Oelwein and IEDA. Please review the document thoroughly. Once signed, please return the original signed copy to Hayley Crozier at IEDA. Upon receipt of your signed contract, we will execute and upload a copy to IowaGrants.gov for your records.

No HUD Funds or non-HUD funds may be committed to the project until the applicant has secured environmental approval from the State, as provided in HUD regulation 24 CFR Part 58. In addition, pending environmental approval and pursuant to 24 CFR Part 58.22(a), no grant recipient or participant in the development process, including contractors or sub-contractors, may undertake an activity that may limit the choice of reasonable alternatives. Such choice limiting actions include real property acquisition, conducting a competitive sealed bid process for the project, signing a construction contract, leasing, rehabilitation, repair, demolition, conversion, and construction.

IF ANY CONDITIONS CONTAINED IN THIS LETTER ARE NOT SATISFIED IN THE SOLE DISCRETION OF IEDA, OR THE CONTRACT IS NOT FULLY EXECUTED BY May 2, 2022, THIS AWARD OF FUNDS SHALL BE RESCINDED, AND NO REIMBURSEMENT IS AVAILABLE FOR ANY COSTS INCURRED BY THE CONTRACT RECIPIENT WITH RESPECT TO THIS AWARD.

If you have any questions, please contact your project manager, Sarah Plowman, at 515.348.6213 or by e-mail at Sarah.Plowman@IowaEDA.com.

IEDA looks forward to working with the City of Oelwein on its CDBG-CV project **once all conditions to the award have been met and the contract is fully executed.**

Sincerely,

Deborah V. Durham
Director

cc: Diana Johnson, Upper Explorerland Regional Planning Commission
File: IowaGrants.gov

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT DIVISION**

FEDERAL GRANT SUBRECIPIENT AWARD SUMMARY

PROJECT INFORMATION

PROJECT TITLE: Oelwein (CDBG COVID19)
TOTAL FEDERAL FUNDS AWARD TO RECIPIENT: \$449,485
GRANT AWARD PERIOD: February 16, 2022 to May 31, 2023
FEDERAL AWARD PROJECT DESCRIPTION: CDBG COVID19 Project

SUBRECIPIENT INFORMATION

AGENCY NAME: City of Oelwein
ADDRESS: 20 2nd Avenue SW, Oelwein, 50662
DUNS # (UNIQUE ENTITY IDENTIFIER): 946303674
SUBRECIPIENT'S INDIRECT COST RATE: N/A

FEDERAL FUNDS INFORMATION

FEDERAL FUNDING ENTITY: U.S. Department of Housing and Urban Development
FEDERAL PROGRAM NAME: Community Development Block Grant
FEDERAL AWARD NUMBER: B-20-DW-19-0001
FEDERAL AWARD DATE: 07/20/2020
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE: 14.871
TOTAL FEDERAL AWARD AMOUNT: \$31,367,906
AWARD FOR RESEARCH AND DEVELOPMENT: NO

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT DIVISION INFORMATION**

CONTACT PERSON: Brian Sullivan
E-MAIL ADDRESS: brian.sullivan@iowafinance.com
TELEPHONE NUMBER: (515) 452-0430

This information is provided as a requirement of 2 CFR 200.331 Requirements for pass-through entities. All requirements imposed by the Federal entity and passed on to IEDA. In turn IEDA passes on to the subrecipient all requirements imposed by the Federal entity and that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

REQUIRED ACKNOWLEDGEMENT OF ENVIRONMENTAL REVIEW REQUIREMENTS

By signing below, I hereby acknowledge that I accept and understand that no construction or other choice limiting actions may be commenced in relation to any portion or aspect of this project, regardless of the funding source, prior to the grant recipient, (city or county) receiving a formal Release of Funds letter from the offices of the Iowa Economic Development Authority (IEDA).

Choice limiting actions include not only actual traditional construction activities but also the purchase or lease of land or structures, bid letting (**any advertisement of bids**), signing construction contracts of any kind, rehabilitation, repair, remodeling, demolition, conversion, and any phase of construction activity whatsoever.

Release of Funds letters will be issued only upon proper completion and submittal of the appropriate level of Environmental Review Record (ERR) for the project to IEDA through the iowagrants.gov system.

I understand that violation of this federal rule by taking any prohibited action as outlined above prior to the receipt of a Release of Funds letter from IEDA is likely to result in the forfeiture of CDBG grant monies awarded.

Signed: _____
Mayor or County Chairperson

Date: 02/28/2022

Print Name: Brett DeVore, Mayor

Signed: _____
Grant Administrator

Date: 02/24/2022

Print Name: Dylan Mulfinger, City Administrator

Signed: _____
Subrecipient Entity (if applicable)

Date: _____

Print Name: _____

We strongly suggest that you please share this form with any engineers or architects involved in the project.

Note: Following execution and dating this form must be uploaded into the "Required Uploads" component for your respective grant project in the iowagrants.gov system. No claim for grant funds will be processed until this task is completed.

AUTHORIZATION FOR ALTERNATE SIGNATORIES
FOR SECTION 106 COMPLIANCE FORMS

CDBG Grant Administrators or City Clerks may now sign the Section 106 Compliance Forms including the *Exempt from Review Project Determination Form* and the *Request for Comment on a HUD Project* form. In order to take advantage of this opportunity, the Agency Official/CEO must sign this form and have it witnessed. The CEO is the person who signed the CDBG contract. The grant administrator or City Clerk must also sign this form as a signatory.

Note: By signing this agreement, the Agency Official/CEO is still legally responsible for all findings and determinations made on their behalf by the signatory.

Once signed, submit this form with your Section 106 compliance documentation.

As stated in 36 CFR Part 800, the implementing regulation for Section 106 of the National Historic Preservation Act of 1966, the Agency Official with jurisdiction over an undertaking takes legal and financial responsibility for Section 106 compliance in accordance with Subpart B of 36 CFR Part 800. In the case of the state Community Development Block Grant (CDBG) Program, however, the Agency Official will be the selected non-entitlement cities, which as CDBG recipients are authorized to serve as the Agency Official under 24 CFR Part 58.

In the event that the Agency Official is unable to sign the *Request for Comment* form or the *Exempt from Review Project Determination Form*, however, the following alternates signatories listed below are authorized to act on the behalf of the Agency Official. In the event an alternate signatory is used, the Agency Official remains legally responsible for all required findings and determinations made through the Section 106 process. The signatures attested below are effective as of:

February 28, 2022.
 (Date)

Sincerely,

 Agency Official (CEO) signature-Brett Devore, Mayor

Dylan Mulfinger, City Administrator _____
 [Name and Title of] Signatory # 1 Signature of Signatory #1

Diana Johnson, Grant Administrator _____
 [Name and Title of] Signatory # 2 Signature of Signatory #2

Barbara Rigdon, City Clerk/Treasurer _____
 [Name and Title of] Witness Signature of Witness



**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: Junior Husky Club Basketball

Contact Name: Callie Berryman, Treasurer/Secretary

Mailing Address: P.O. Box 7

City, State, Zip: Oelwein, Iowa 50662

Phone: 641-919-0971 Fax: -- Email Address: callie.berryman@gmail.com

Total Project Cost: \$4000.00

Total Requested from Hotel/Motel Tax Funds: \$4000.00

Please indicate which category you are applying for funds:

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

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

Applicant:

by: Callie Berryman Date 12/1/2021

Callie Berryman
(printed name)

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

Project Identification

1. What is the title of your project? Husky Holiday Hoopfest

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

Junior Husky Club Basketball (JHCB) is a non-profit organization that allows the youth of Oelwein (grades 1-8) to play basketball during the months of November through February. We have approximately 100 youth basketball players in our current season. Our youth teams attend tournaments across the northeast Iowa area. Our organization hosts one tournament each year in Oelwein, lasting two days, the Husky Holiday Hoopfest. This year it will be held on December 18th and 19th.

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

Our annual tournament will bring many families to Oelwein from the surrounding area. In years past, we have hosted teams from 17 different towns at the tournament. While traveling here for the tournament, the families will also purchase food, fuel, and possible hotel rooms during their stay.

3. Project Evaluation:

A. Targeted Population

- 1) Hotel/Motel guests generated by project

- a. Number of projected hotel/motel guests.

Families with children playing on both Saturday and Sunday may choose to stay overnight in Oelwein. Approximate number unknown.

- b. How will hotel/motel guests be tracked.

- 2) Number of adults the project will reach

Approx. 50+ teams x 10 players per team x 2 parents per player = 1000 parents

- 3) Number of youth the project will reach

Approx. 500

B. Geographic area of draw

NE Iowa - some area schools who have attended our tournament include: Decorah,

Janesville, Denver, Independence, Waterloo, Jesup, South Winn, Manchester, Cedar Falls, Postville, West Union, Fayette, etc...

C. Volunteers

1) Number of volunteers

Approx. 50

2) Number of volunteer hours

Approx. 500

D. Attendance of event previous year(s)

Approx. 2000

E. Day open to public or performance(s)

Yes

Page 2 of 5

4. Project Budget

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

JHCB is anticipating a project cost of \$4000.00. There will be approximately 80 games, possibly 90. Each game will be refereed by 2 professionals that charge \$25 per official, per game. This would result in $80 \times \$50 = \4000 . The receipts will be cleared checks from our bank account after each official is paid at the end of both tournament days.

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

N/A

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

No

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

No

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

Yes: x No: (check one)

If you answered yes, please answer the following: (attach additional

pages, if needed)

Amount of Funding: \$ \$3105.00

Date of Funding: March 2020



To: Mayor and City Council

From: Dylan Mulfinger

Subject: Administrator's Council Agenda Memo

Date: 2/28/2022

Consent Agenda

1. Consideration of a Motion to approve the February 14, 2022 minutes.
2. Consideration of a Motion to approve the Claims Resolution in the amount of \$698,149.08.

Public Hearing

3. Public Hearing to discuss the status of funding for the City of Oelwein water main improvements project.
 1. The City received federal funds for this project. Part of this project requires additional public hearings and additional standards.

Resolutions

4. Consideration of a Resolution authorizing the Mayor's Signature on the Spartan - Feld Fire Apparatus in the amount of \$1,218,176.
 1. This is a huge win for the City as the original estimate for an ariel apparatus was \$1,400,000. The City has funding for this piece of equipment and will serve the City for 25 years. The City has funded 90 percent of this apparatus through grants and donations. This is an incredible opportunity for the City and staff has done extraordinary work bringing this item to Council. The City Administrator recommends approving the resolution and purchase.
5. Consideration of a Resolution appointing Jim Tuecke as the Oelwein Volunteer Fire Chief.
 1. The City Administrator has followed the process for appointing a new Fire Chief as listed in code. The City Administrator along with the Public Safety Chief recommend Jim Tuecke as an excellent choice for the Volunteer Fire Chief position. The City Administrator recommends approving the resolution.
6. Consideration of a Resolution Awarding General Obligation Corporate Purpose and Refunding Bonds, Series 2022.
 1. The City will bid the loan on Monday, February 28 for the interest rate. Provided that the interest rate is competitive, Speer Financial will provide a recommendation. The City Administrator recommends approving the resolution should Speer Financials recommendation be to approve the interest rate.
7. Consideration of a Resolution of a street closure for Odd Rod's.



1. The Odd Rods originally sent in Thursdays, but wanted Fridays. The City Administrator recommends approving the resolution.

Motions

8. Consideration of Motion to set a Public Hearing for Fiscal Year 2023 Budget for March 14, 2022 at 6:00 PM at Oelwein City Hall.
 1. This public hearing is required to approve the budget. Council has worked through all areas of the budget by department. This public hearing is for the overall levy set by Council and the City's budget. The City Administrator recommends setting the public hearing.
9. Consideration of a Motion to set a Public Hearing for the Segment 3 Trail Improvements on March 14, 2022 at 6:00 PM at Oelwein City Hall.
 1. This trail system has been presented to Council and is ready to be built. The City Administrator recommends setting the public hearing.
10. Consideration of a Motion to hold a Public Hearing for the sale of 407 3rd ST SW on March 14, 2022 at 6:00 PM at Oelwein City Hall.
 1. This home was acquired through code enforcement. The City Administrator recommends setting the public hearing.
11. Consideration of a Motion to set a Public Hearing to sell a portion of City owned property #1821261011 on March 14, 2022 at 6:00 PM at Oelwein City Hall.
 1. Council must decide if they truly want to sell this property. PFEED recommended action by Council. The City Administrator recommends not selling or even entertaining a \$1,000 offer.
12. Consideration of a Motion to Solicit Requests for Proposals for a Comprehensive Plan.
 1. PFEED provided direction to the City Administrator to find funding for the Comprehensive plan and move forward with Council when funding was possible. This plan will be updated from 1999. This is needed to put the community on a path that works for the City and can be attainable by Council, staff, and the City. The City will use \$20,000 in local option sales tax reserve and \$20,000 in general fund reserve. The City Administrator recommends moving forward with the request for proposals.
13. Consideration of a Motion to extend the Temporary Building Inspector Position.
 1. Council informally is holding back the Building Inspector position as we work through the privatization plans. Our current part-time Building Official does building inspections and is now doing rental inspections. The City Administrator recommends approving this position until further notice.
14. Consideration of a Motion to have the Mayor sign a contract with Upper Explorerland for administration of CDBG-CV Public Facilities Project.
 1. This contract is for the improvements to Plaza Park and the tear down of the Plaza. The City received \$449,485 in federal funding. The City has



\$200,000 from Northeast Iowa Charitable and committee \$50,000 in City funds. The City Administrator recommend approving the motion.

15. Consideration of a Motion to approve the Junior Husky Basketball Hotel/Motel Tax Application in the amount of \$4,000.

1. The PFEED Committee makes this recommendation to council.