

Agenda

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

May 11, 2020
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Warren Fisk

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

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

- [1.](#) Meeting Invitation

Consent Agenda

- [2.](#) Consideration of a motion approving the April 27, 2020 Council Minutes
- [3.](#) Consideration of a motion to approve the minutes of the May 4, 2020 Special Council Meeting
- [4.](#) Consideration of a motion authorizing the purchase of a Mag Meter from Automatic Systems Co. in the amount of \$5,610.00
- [5.](#) Consideration of a motion authorizing signatures on Task Order No. 2003-20B re:Stream Mixing Zone Study with Fox Engineers in the amount of \$13,500.00
- [6.](#) Consideration of Pay Request No. 2 to Dave's Home Improvement in the amount of \$20,144.00 for work completed on CDBG Owner Occupied Housing Program
- [7.](#) Consideration of a motion approving final pay request to Kirvan Enterprises in the amount of \$28,900 for work completed on CDBG Owner Occupied Housing Rehab
- [8.](#) Consideration of a motion approving final pay request to Kirvan Enterprises in the amount of \$3,803 for work completed on CDBG Owner Occupied Housing Rehab

Public Hearing

9. Public Hearing on Wings East Pavement Improvements Project
10. Public Hearing on Proposed 2020 Amendment to Urban Renewal Plan for Industrial Park Urban Renewal Area
11. Public Hearing on Development Agreements with BR Development, LLC
12. Public Hearing on Plans, Specification, Form of Contract and Estimated Total Cost - West Water Tower Repainting Project
- [13.](#) Public Hearing on Proposed Disposal by Sale of the City's Interest in Multiple Properties

Resolutions

- [14.](#) Consideration of a Resolution Amending Proposed Resolution of Necessity for the Wings East Pavement Improvements Project
- [15.](#) Consideration of a Resolution of Necessity covering the Wings East Pavement Improvements Project
- [16.](#) Consideration of a Resolution Ordering the Preparation of Detailed Plans and Specifications, Notice of Hearing, Notice to Bidders and Form of Contract
- [17.](#) Consideration of a Resolution approving 2020 Urban Renewal Plan Amendment for the Industrial Park Urban Renewal Area

- [18.](#) Consideration of a Resolution Approving Development Agreements with BR Development, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreements
- [19.](#) Consideration of a Resolution Approving Payment for the Oelwein Residential Tax Abatement Program
- [20.](#) Consideration of a Resolution Authorizing the Mayor to Sign a Road Construction Agreement with Fayette County on the City Owned Portion of County Line Road East
- [21.](#) Consideration of a Resolution to Set Public Hearing on Proposed Disposal by Sale of the City's Interest in 406 3rd Avenue SE and Adjacent Property, All in Oelwein, Fayette County, Iowa
- [22.](#) Consideration of a Resolution Authorizing Temporary Closure of Public Ways or Grounds for Oelwein Community High School

Motions

- [23.](#) Consideration of a motion directing City Clerk file certified copies of the Resolution of Necessity and Preliminary Plat and Schedule with the County Treasurer of Fayette County
- [24.](#) Consideration of a motion to set a Public Hearing on proposed bidding requirements, contract documents and estimate of cost for Wings East Pavement Improvements Project for June 8, 2020 at 6:00 P.M.
- [25.](#) Consideration of a motion to award West Water Tower Repainting project to Maguire Iron, Inc. in the amount of \$765,220.00
- [26.](#) Consideration of a motion determining the 2020 season for the Oelwein Family Aquatics Center
- [27.](#) Consideration of a motion authorizing the purchase of a Variable Frequency Drive, Controller and Mag Meter for the Aquatics Center in the amount of \$14,908 from Pool Tech
- [28.](#) Consideration of a motion authorizing the Mayor to sign a contract with George Tegeler for to be the Fixed based Operator for the Oelwein Municipal Airport (OLZ)
- [29.](#) Consideration of a motion to purchase a replacement server and replacement switches in the amount of \$22,297 from berganKDV
- [30.](#) Consideration of a motion authorizing signatures on an Iowa Contaminated Site Environmental Covenant

Committee Reports

- [31.](#) Report from Gerdts on April 29, 2020 Special Library Board Meeting

Council Updates

Mayor's Report

- [A.](#) Discussion on Food Trucks

City Attorney's Report

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

City Administrator's Report

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

Executive Session

Consideration of a motion to go into Executive Session per Iowa Code...

2. Consideration of a Motion to go into Executive Session per Iowa Code 21.5 J to Discuss the Purchase or Sale of Particular Real Estate Only Where Premature Disclosure Could be Reasonably Expected to Increase the Price the Governmental Body Would Have to Pay for that Property or Reduce the Price the Governmental Body Would Receive for that Property.

Consideration of a motion to return to regular session

Adjournment

- [iii.](#) Additional Information

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



To: Oelwein City Council

From: Dylan Mulfinger, City Administrator

Subject: Electronic Meeting Invitation

Policy Date: 5/11/2020

May 11 Oelwein City Council Meeting (Public Hearing Access)
Mon, May 11, 2020 6:00 PM - 8:00 PM (CDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/798906765>

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Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
April 27, 2020 - 6:00 PM

Pledge of Allegiance

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

Roll Call

Present: Fisk, Stewart, Gerdts, Weber, Cantrell, Seeders
Also Present: Mulfinger, Rigdon, Dillon

Additions or Deletions

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

Motion Carried

Proclamation

1. Arbor Day

Mayor DeVore read the Proclamation.

Citizens Public Comments - See Guidelines for Public Comments Below

2. Electronic Invitation and Community Comment Form

Consent Agenda

3. Consideration of a motion approving the April 13, 2020 Council Minutes
4. Claims Resolution in the amount of \$838,478.43
5. Consideration of final pay request to Yoder Construction of NE Iowa in the amount of \$68,754.15 for work completed on Street Department Building Project
6. Consideration of a motion approving a Class 'C' Beer Permit and Sunday Sales renewal for Dollar General Store #2328

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

Motion Carried

Public Hearing

7. Public Hearing - UERPC Presentation on CDBG Status of Funds

Mayor DeVore opened the Public Hearing on CDBG Status of Funds.

Sarah Snitker, Upper Explorerland Regional Planning reviewed the Status of Funds for the 2017 CDBG Housing Program.

A. General description of Accomplishments to date:

To date we have closed out two homes (123 5th Avenue NE and 18 7th Avenue NE).
Three projects are currently underway. Total of five to be completed by end date.

B. Summary of Expenditures to Date: See Spreadsheet

C. General Description of Remaining Work:

Work left consists of lead clearance testing, pay requests and final inspections.

D. General Description of Changes Made to Project Budget:

An amendment was made to increase the budget for a historic property pilot project.

No comments were received. Mayor DeVore closed the hearing.

Resolutions

8. Consideration of a Resolution adopting a temporary employee leave policy due to COVID-19

A motion was made by Fisk, seconded by Weber to adopt Resolution No. 5165-2020 adopting a temporary employee leave policy due to COVID-19.

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

Nays: None

Motion Carried

9. Consideration of a Resolution approving temporary closure in an effort to prevent the spread of COVID-19

A motion was made by Seeders, seconded by Gerdts to adopt Resolution No. 5166-2020 approving temporary closure in an effort to prevent the spread of COVID-19.

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

Nays: None

Motion Carried

10. Consideration of a Resolution awarding downtown properties forgivable loans for building improvements provided by Tax Increment Financing

A motion was made by Weber, seconded by Seeders to adopt Resolution No. 5167-2020 awarding downtown properties \$74,500 forgivable loans for building improvements provided by Tax Increment Financing.

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

Nays: None

Motion Carried

11. Consideration of a Resolution to set Public Hearing on Proposed Disposal by Sale of the City's Interest in Multiple Properties all in Oelwein, Fayette County, Iowa for May 11, 2020 at 6:00 P.M.

A motion was made by Seeders, seconded by Cantrell to adopt Resolution No. 5168-2020 to set Public Hearing on Proposed Disposal by Sale of the City's Interest in Multiple Properties all in Oelwein, Fayette County, Iowa for May 11, 2020 at 6:00 P.M.

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

Nays: None

Motion Carried

12. Consideration of a Resolution Approving an Easement for a Utility Line in the City Owned Right-of-Way

A motion was made by Fisk, seconded by Gerdts to adopt Resolution No. 5169-2020 Approving an Easement for a Utility Line in the City Owned Right-of-Way.

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

Nays: None

Motion Carried

Motions

13. Consideration of a motion to set May 26, 2020 as second council meeting of month due to Memorial Day Holiday

A motion was made by Fisk, seconded by Weber to set Tuesday, May 26, 2020 as the second council meeting due to Memorial Day Holiday. All voted aye.

Motion Carried

14. Consideration of a motion to apply for and purchase two homes from the Homes for Iowa Program

A motion was made by Fisk, seconded by Weber to apply for and purchase two homes from the Homes for Iowa Program. All voted aye.

Motion Carried

15. Consideration of a motion to enter into a Road Construction Agreement with Fayette County on the city owned portion of County Line Road East

A motion was made by Fisk, seconded by Seeders to table this item until the next council meeting. All voted aye.

Motion Carried

16. Consideration of a motion to purchase an entrance for Woodlawn Cemetery

A motion was made by Fisk, seconded by Cantrell to approve the purchase of an entrance sign for Woodlawn Cemetery in the amount of \$9,930.54 for StewartScape Landscaping and \$4,867.50 for Weber Stone to be paid by Dave Sondrol donation. All voted aye.

Motion Carried

17. Consideration of a motion adding summer staff

A motion was made by Seeders, seconded by Weber to approve hiring one extra employee May 1 – August 31 to assist mowing newly acquired city lots. All voted aye.

Motion Carried

18. Consideration of a motion to approve Redgate Park and Woodlawn Cemetery Improvements

A motion was made by Fisk, seconded by Cantrell to approve Redgate Park and Woodlawn Cemetery Improvements. All voted aye.

Motion Carried

Committee Reports

19. Report from Cantrell on April Park and Recreation Commission meeting

Cantrell presented minutes of the April Park and Recreation Commission meeting. A copy can be found at www.cityofeelwein.org.

20. Report from Gerdt on April Library Board Meeting

Gerdt presented minutes of the April Library Board meeting. A copy can be found at www.oelwein.lib.ia.us.

Mayor's Report

The Fayette County Transfer Station will re-open May 1, 2020.

Mayor DeVore and City Administrator Mulfinger will contact Black Hawk Waste to see if a curbside city wide cleanup can take place. As of today there will not be a Spring city wide cleanup for Oelwein.

City Attorney's Report

City Attorney Dillon is working on non-registered vacant buildings thru Community Development.

City Administrator's Report

Mulfinger and Department Heads are putting plans in place for when the Governor re-opens Iowa. Citizens must be socially responsible and maintain social distancing. Does this mean reduced hours, less people allowed in, minimum services. It's hard to know what this picture will look like.

Discussion took place on opening the pool. A decision will be made May 11th.

Adjournment

A motion was made by Weber, seconded by Cantrell to adjourn at 6:55 P.M. All voted aye.

Motion Carried

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held April 27, 2020 and copy of said proceedings was furnished to the Register April 28, 2020.

Dylan Mulfinger, City Administrator



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
May 04, 2020 - 5:30 PM

Pledge of Allegiance

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

Electronic Meeting Invitation

Roll Call	Present:	Fisk, Weber, Cantrell, Stewart, Gerdts, Seeders
	Absent:	None
	Also Present:	Mulfinger, Ridgon, Dillon

Additions or Deletions

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

Motion Carried

Executive Session 5:31 PM

A motion was made by Cantrell, seconded by Gerdts to go into Executive Session per Iowa Code 21.5 J to Discuss the Purchase or Sale of Particular Real Estate Only Where Premature Disclosure Could be Reasonably Expected to Increase the Price the Governmental Body Would Have to Pay for that Property or Reduce the Price the Governmental Body Would Receive for that Property. All voted aye.

Motion carried

Return to Regular Session 6:17 PM

A motion was made by Gerdts, seconded by Seeders, to return to regular session. All voted aye.

Motion Carried

Adjournment

A motion was made by Fisk seconded by Weber to adjourn at 6:18 P.M. All voted aye.

Motion Carried

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held May 04, 2020 and copy of said proceedings was furnished to the Register May 5, 2020.

Dylan Mulfinger, City Administrator



Memo

To: Honorable Mayor & City Council,

From: Utility Superintendent Victor Kane

CC: City Administrator Dylan Mulfinger

Reference: Mag Meter Replacement

Date: 04/29/20

The flow meter in the Raw Pump Station has stopped functioning. We need to replace this meter as it is an integral part of our DNR reporting. It was found the serial number was not stamped correctly by the factory and the meter had become obsolete. Automatic Systems Company has found and will supply the correct replacement meter at a cost of \$5,610. This includes testing and integration into our SCADA control system. I request your approval of this purchase.

Thank you for your time.

Victor Kane

**AUTOMATIC SYSTEMS CO.**

Mr. Victor Kane
City of Oelwein, IA
20 Second Avenue SW
Oelwein, IA 50662

April 28, 2020

SUBJECT: Oelwein, IA Main Lift Station Flow Meter Replacement – Revision No. 1

Mr. Kane,

The following proposal is for the replacement of your existing Main Lift Station Flow Meter which is obsolete. Our proposal includes equipment and services as detailed below.

Revision No. 1 changed the flow meter from a 4" to 6" meter. The original serial number in ABB's database indicated a 4" meter but based on your field verification it is a 6" meter. I have attached the dimensions of the proposed meter.

- A One (1) **Main Lift Flow Meter**, 6" inline, hard-rubber lined, integrally mounted 120 Vac NEMA 4X transmitter with 4-20 mA output, and stainless steel grounding rings.
- B One (1) **Onsite Field Services** to include start-up and testing.

Your net price for Item A thru B, FOB factory with **freight allowed** to jobsite including **one (1) year warranty** from date of startup (not to exceed 18 months from date of shipment).....**\$ 5,610.00 PLUS TAX .**

The above price for Item A thru B **does not** include any:

1. Sales or use taxes.
2. Bond costs.
3. License fees or permits of any kind.
4. Installation of the flow meter.

Thank you very much for the opportunity of providing you with the above proposal, should you wish to proceed with an order please sign on the space provided below and return a copy to this office.

We look forward to hearing from you, should you have any questions please don't hesitate to give me a call.

Sincerely,

Travis Moran

MANUFACTURERS REPRESENTATIVES

- ☐ MAIN OFFICE P.O. BOX 120359
☒ BRANCH OFFICE P.O. BOX 787
☐ BRANCH OFFICE

• S S INTEGRATION •
ST. PAUL, MINNE 9 5112
AMES, IOWA 50010
CHICAGO, ILLINOIS

PHONE 651-631-9005
PHONE 515-232-4770
PHONE 815-927-3386

INSTRUMENTATION
FAX (651) 631-0027
FAX (515) 232-0795
FAX (651) 631-0027

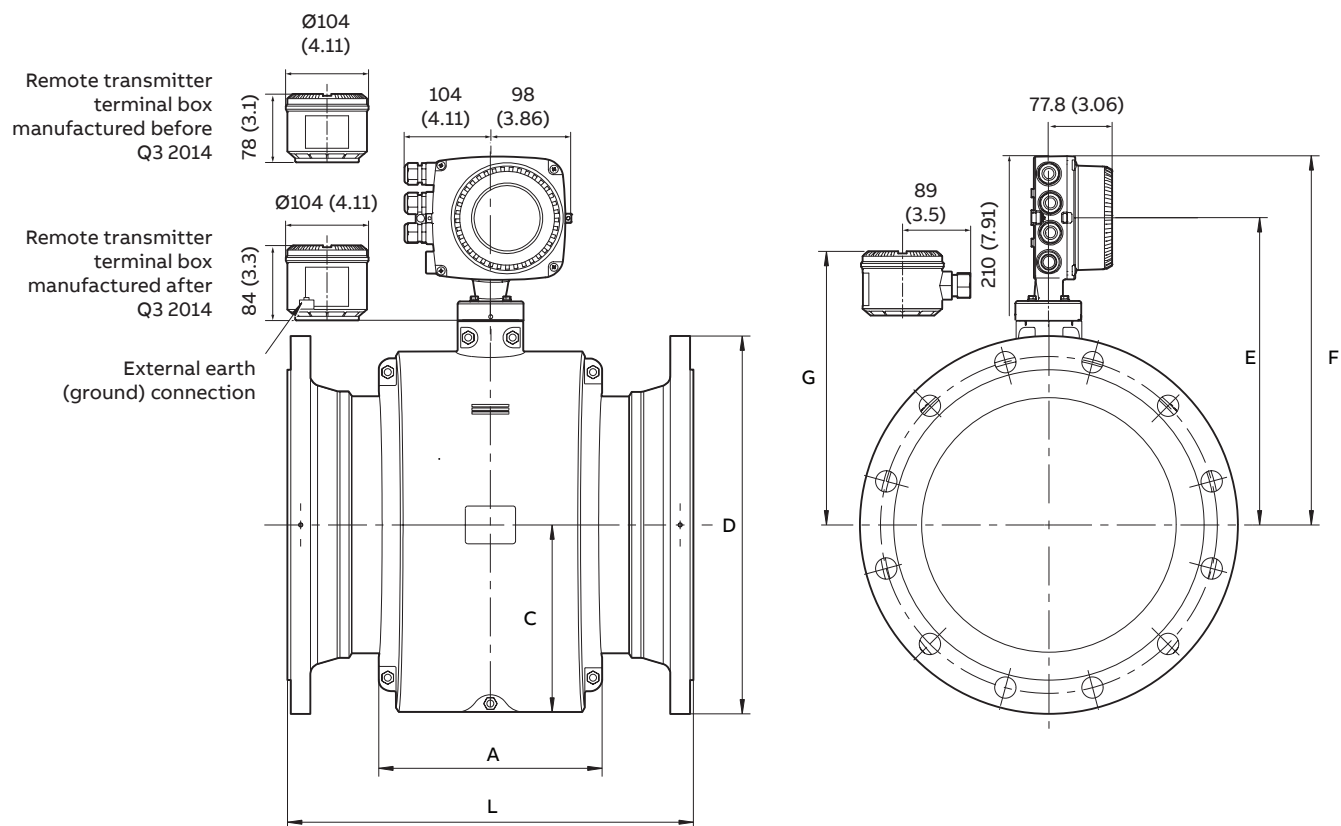
Automatic Systems Company

Accepted by: _____ Date: _____

...Sensor dimensions

FEW – DN150 to 400 (6 to 16 in. NB)

Dimensions in mm (in.)



DN150 to 400 (6 to 16 in. NB) (FEW)

ITEM #4.

DN	Process connection type	Dimensions in mm (in.)							Approx. weight in kg (lb)	
		D	L	F	C	E	G	A	Integral	Remote
DN150 (6 in.)	PN10 to 16	285 (11.22)							33 (73)	31 (68)
	PN25 to 40	300 (11.81)							39 (86)	37 (81)
	JIS5K	265 (10.43)							33 (73)	31 (68)
	JIS10K	280 (11.02)							33 (73)	31 (68)
	AS4087 PN16	280 (11.02)	300 (11.81)	371 (14.61)	146 (9.88)	296 (11.65)	251 (9.88)	166 (6.54)	33 (73)	31 (68)
	AS4087 PN35	305 (11.81)							39 (86)	37 (81)
	ASME B16.5 CL300	320 (12.60)							47 (103)	45 (99)
	ASME B16.5 CL150	279 (10.98)							33 (73)	31 (68)
DN200 (8 in.)	PN10	340 (13.39)							41 (90)	39 (86)
	PN16	340 (13.39)							41 (90)	39 (86)
	PN25	360 (14.17)							55 (121)	53 (117)
	PN40	375 (14.76)							65 (143)	63 (139)
	AS4087 PN16	335 (13.19)	350 (13.78)	411 (16.18)	170 (6.69)	336 (13.23)	291 (11.46)	200 (7.87)	41 (90)	39 (86)
	AS4087 PN35	370 (14.57)							65 (143)	63 (139)
	JIS5K	320 (12.60)							41 (90)	39 (86)
	JIS10K	330 (12.99)							41 (90)	39 (86)
	ASME B16.5 CL300	380 (14.96)							72 (158)	70 (154)
	ASME B16.5 CL150	345 (13.58)							50 (110)	48 (106)
DN250 (10 in.)	PN10	395 (15.55)							61 (134)	59 (130)
	PN16	405 (15.94)							65 (143)	63 (139)
	PN25	425 (16.73)							84 (185)	82 (180)
	PN40	450 (17.72)							95 (209)	93 (205)
	AS4087 PN16	405 (15.94)	450 (17.72)	426 (16.77)	198 (7.80)	351 (13.82)	306 (12.05)	235 (9.62)	65 (143)	63 (139)
	AS4087 PN35	430 (16.93)							95 (209)	93 (205)
	JIS5K	385 (15.16)							65 (143)	63 (139)
	JIS10K	400 (15.75)							65 (143)	63 (139)
	ASME B16.5 CL300	445 (17.52)							105 (231)	103 (227)
	ASME B16.5 CL150	405 (15.94)							70 (154)	68 (150)
DN300 (12 in.)	PN10	445 (17.52)							74 (163)	72 (158)
	PN16	460 (18.11)							80 (176)	78 (172)
	PN25	485 (19.09)							100 (220)	98 (216)
	JIS5K	430 (16.93)							80 (176)	78 (172)
	JIS10K	445 (17.52)	500 (19.69)	449 (17.68)	228 (8.98)	374 (14.72)	329 (12.95)	272 (10.71)	80 (176)	78 (172)
	AS4087 PN16	455 (17.91)							80 (176)	78 (172)
	AS4087 PN35	490 (19.29)							130 (286)	128 (282)
	ASME B16.5 CL300	520 (20.47)							150 (330)	148 (326)
	ASME B16.5 CL150	485 (19.09)							105 (231)	103 (227)
	PN40	515 (20.28)	600 (23.62)						130 (286)	128 (282)
DN350 (14 in.)	PN10	505 (19.88)							95 (209)	93 (205)
	PN16	520 (20.47)							110 (242)	108 (238)
	PN25	555 (21.85)							145 (319)	143 (315)
	JIS5K	480 (18.90)							95 (209)	93 (205)
	JIS10K	490 (19.29)	550 (21.65)	464 (18.27)	265 (10.43)	389 (15.31)	344 (13.54)	322 (12.68)	95 (209)	93 (205)
	AS4087 PN16	525 (20.67)							130 (286)	128 (282)
	AS4087 PN35	550 (21.65)							185 (407)	183 (403)
	ASME B16.5 CL300	585 (23.03)							140 (308)	138 (304)
	ASME B16.5 CL150	535 (21.06)							105 (231)	103 (227)
DN400 (16 in.)	PN40	580 (22.83)	650 (25.59)						195 (429)	193 (425)
	PN10	565 (22.24)							103 (227)	101 (222)
	PN16	580 (22.83)							126 (277)	124 (273)
	PN25	620 (24.41)							170 (374)	168 (370)
	JIS5K	540 (21.26)							103 (227)	101 (223)
	JIS10K	560 (22.05)	600 (23.62)	506 (19.92)	265 (10.43)	431 (16.97)	386 (15.20)	322 (12.68)	116 (255)	114 (251)
	AS4087 PN16	580 (22.83)							154 (339)	152 (335)
	AS4087 PN35	610 (24.02)							302 (664)	300 (660)
	ASME B16.5 CL300	650 (25.59)							265 (583)	263 (578)
	ASME B16.5 CL150	600 (23.62)							175 (385)	173 (381)
	PN40	660 (25.98)	650 (25.59)						258 (568)	256 (564)

DN150 to 400 (6 to 16 in. NB) (FEW) dimensions / weights



Memo

To: Honorable Mayor & City Council,

From: Utility Superintendent Victor Kane

CC: City Administrator Dylan Mulfinger

Reference: Mixing Zone Stream Study

Date: 04//29/20

Greetings,

We are currently working with the IDNR on our new wastewater permit. We held some discussions with FOX Engineering who recommended that we conduct a mixing zone study. FOX stated: "The study may help lower limits in several areas. Based on this information, it would probably be a good idea to redo the mixing zone study ahead of your next permit renewal."

We then inquired of the IDNR if they concurred and would allow us the time needed. The IDNR responded: "Yes, the mixing zone study may increase your water-quality based limits. This may benefit the city through any local limit development when looking at industries, or could alleviate monitoring requirements in your permit. For instance, if any of the sample results from Part B of the application are close to the default limit, then the city would have monitoring and limits for those parameters where the mixing zone study may increase the limit enough that monitoring may not be required. "

I have included the IDNR replay as it covers all the possible reasons, I am requesting you to approve this \$13,500 task order from FOX Engineering.

Thank you for your time.

Victor Kane

**This is Task Order No. 2003-20B,
consisting of 2 pages.**

Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated September 15, 2008 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

A. Title: Stream Mixing Zone Study

B. Description: This project includes completion of a stream mixing zone study to field determine the actual mixing characteristics of the City of Oelwein, Iowa wastewater treatment plant discharge flow with the receiving stream (Otter Creek). The following general procedures will be used for this study:

1. It is anticipated that the study will be completed in late summer or fall of 2020 when stream flows are sufficiently low.
2. Visible boundary procedures will be used. FWT red dye tablets manufactured by Kingscote Chemicals will be used to inject the initial plug of dye into the plant's effluent. If necessary, liquid red dye manufactured by Kingscote Chemicals will also be introduced at the edge of the plume if the dye becomes difficult to see. Both of these dyes have been approved in the past by the IDNR for similar stream studies performed by FOX Engineering, and both are labeled as meeting EPA standards, as well as ANSI/NSF Standard 60.
3. Prior to injecting the dye, the total flow of Otter Creek will be measured upstream of the plant discharge. The flow will be calculated by dividing the river width into approximately 10 subsections. The area of each subsection will be calculated and the velocity within each subsection determined. The area and velocity values will be used to calculate flow within each subsection, and then the total flow will be calculated as the sum of the flows for each of the subsections.
4. Prior to injecting the dye, stations will be established downstream of the treatment plant discharge using wooden lathe. It is anticipated that stations will be established as follows: every 20 feet to station 200', then every 100 feet to station 1000', then every 200 feet to station 2000'.
5. Dye tablets will then be added to the wastewater treatment plant effluent and the dye plume will be followed downstream. At each of the stations established under Item 4, a wooden lathe will be staked at the edge of the dye plume. This will be continued downstream until the plume reaches the far bank or until it reaches the end of the Mixing Zone. The maximum Mixing Zone length will be determined in accordance with IAC Chapter 61. This maximum length will be 2000' downstream of the discharge point unless one of the restrictions included in the code is found to apply.
6. The plume width will be measured and recorded at each station.
7. The end of the Zone of Initial Dilution (ZID) will be established at 10% of the length of the field determined mixing zone. Then the flow rate within the plume at this distance downstream of the plant discharge will be determined using the methods indicated under Item 3. above. This will be used to determine the percentage of total stream flow included in the ZID. Calculations will be included in the report documenting the percentage of stream flow mixed with the discharge both within the Mixing Zone and ZID.
8. The plant flow rate at the time of the study will be observed and recorded based on the existing plant flow meter.
9. Still photos will be taken to document the study and a report will be prepared and submitted to IDNR for review.
10. If nearby historical stream flow data is available, historical treatment plant flows will be compared to historical stream flows to document that high plant flows correlate with high stream flows.
11. A revised Waste Load Allocation (WLA) will be requested from IDNR based on the results of the study.

1. **Services of Engineer** - Exhibit A shall not apply to this project. The scope of the project is as follows:
 - a. Complete Stream Mixing Study as described above and submit report to the Iowa Department of Natural Resources (IDNR) for their review and comment.
 - b. Address any comments and questions provided by the IDNR.
2. **Owner's Responsibilities** - As per Exhibit B.
3. **Times for Rendering Services** - If weather conditions allow, complete study and submit report to the IDNR by December 31, 2020.
4. **Payments to Engineer** - In accordance with Method A in Exhibit C, Owner shall pay Engineer a Lump Amount of \$13,500.00 for these services.
5. **Engineer's Consultants** - None.
6. **Other Modifications to Master Agreement** - None
7. **Attachments** - None
8. **Documents Incorporated By Reference** - None

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2020.

Engineer



Signature

4/27/2020

Date

Lance Aldrich, P.E.

Name

Project Manager

Title

Designated Representative for Task Order:

Lance Aldrich, P.E.

Name

Project Manager

Title

414 South 17th Street, Suite 107

Ames, IA 50010

Address

lja@foxeng.com

E-Mail Address

515-233-0000

Phone

Owner

Signature

Date

Name

Title

Designated Representative for Task Order:

Name

Title

Address

E-Mail Address

Phone

**OELWEIN OWNER OCCUPIED HOUSING
CONTRACTOR REQUEST FOR PARTIAL PAYMENT #2
REHABILITATION & LHR CONTRACT**

Owner: Ronald Garceau
203 1st Ave. NE
Oelwein, IA 50662

Contractor: Dave Langreck d/b/a Dave's Home Improvement
28924 P Ave.
West Union, IA 52175

Forgivable Loan #3

Date: April 16, 2020

REHAB CONTRACT

LHR CONTRACT

Base Rehab. Contract	\$25,171.00	Total LSR Contract	\$21,115.00
Change Order #1	\$	Change Order #1	\$
Change Order #2	\$	Change Order	\$
Change Order #3	\$		\$
Total Contract	\$25,171.00	Total Contract	\$21,115.00
Total Earned	\$12,786.00	Total Earned	\$9,595.00
Less 10% Retainage	\$1,278.00	Less 10% Retainage	\$959.00
Less Previous Payments	\$212.00	Less Previous Payment	\$4,478.00
Amount Due	\$11,508.00	Amount Due	\$8,636

Total Funds Requested: \$11,508.00 (Rehab) & \$8,636.00 (LHR) = \$20,144.00

I have reviewed the request for payment and indicate approval of payment to Dave's Home Improvement in the amount of \$20,144.00, by the City. An inspection of the work specified in the Contract will be completed once safe to enter the property and prior to final payment. Homeowner is verifying all items for which payment is requested have been performed, and all materials used are acceptable.

Owner Date

CDBG Administrator Date

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

City Authorization

Date

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

Contractor

Date

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

Owner: Teresa Ryherd
211 5th Ave. NE
Oelwein, IA 50662

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

Forgivable Loan #5

Date: May 5, 2020

REHAB CONTRACT

LHR CONTRACT

Base Rehab. Contract	\$24,350.00	Total LSR Contract	\$4,550.00
Change Order #1	\$	Change Order #1	
Change Order #2		Change Order	
Change Order #3			
Total Contract	\$24,350.00	Total Contract	\$4,550.00
Total Earned	\$24,350.00	Total Earned	\$4,550.00
Less 10% Retainage		Less 10% Retainage	
Less Previous Payments		Less Previous Payment	
Amount Due	\$24,350.00	Amount Due	\$4,550.00

Total Funds Requested: \$24,350.00 (Rehab) & \$4,550.00 (LHR) = \$28,900.00

I have reviewed the request for payment and indicate approval of payment to Kirvan Enterprises in the amount of \$28,900.00 by the City. An inspection of the work specified in the Contract will be completed once safe to enter the property. Homeowner's are verifying all items for which payment is requested have been performed, and all materials used are acceptable.

Owner Date

CDBG Administrator Date

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

City Authorization

Date

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

Contractor

Date

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

Owner: John and Marcy Growden
19 3rd Ave. NE
Oelwein, IA 50662

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

Forgivable Loan #2

Date: May 5, 2020

REHAB CONTRACT

LHR CONTRACT

Base Rehab. Contract	\$30,670.00	Total LSR Contract	\$8,400.00
Change Order #1	\$(7,450.00)	Change Order #1	\$2,750.00
Change Order #2	\$(385.00)	Change Order	\$
Change Order #3	\$		\$
Total Contract	\$22,835.00	Total Contract	\$11,150.00
Total Earned	\$	Total Earned	\$450.00
Less 10% Retainage	\$	Less 10% Retainage	\$
Less Previous Payments	\$20,552.00	Less Previous Payment	\$9,630.00
Amount Due	\$2,283.00	Amount Due	\$1,520.00

Total Funds Requested: \$2,283.00 (Rehab) & \$ 1,520.00 (LHR) = \$3,803.00

I have reviewed the request for payment and indicate approval of payment to Kirvan Enterprises in the amount of \$3,803.00 by the City. An inspection of the work specified in the Contract has been completed. All items for which payment is requested have been performed, and all materials used are acceptable.

Owner Date

Owner Date

CDBG Administrator Date

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

City Authorization

Date

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

Contractor

Date

The Council of the City of Oelwein, Iowa, hereby proposes to sell the following properties.

217 2nd Avenue NW legally described as the South 50' Lots 1, 2, 3, Block 3, Martins 3rd Addition
 225 2nd Avenue SE legally described as Lot 12, Block 10, Original Oelwein
 308 6th Avenue SE legally described as Lot 14, Block 10, Grandview Addition
 322 North Frederick legally described as the N 55' Lot 9 and N 55', E 7' Lot 10, Block 7, Martins 3rd Addition
 801 3rd Avenue NE legally described as Lot 9 and S 34' Lot 8, Block 12, Oelwein Land Co Add
 145 2nd Avenue NW legally described as Lot 22, Block 2, McDonalds Addition
 205 3rd Street NW legally described as the S 80' Lots 5 & 6, Block 5, Martins 3rd Addition
 933 1st Avenue SW legally described as the N 66' of the W 165' of Lot 5, and the S 32' of the West half of Lot 6, Block 1, Fenners Addition No. 2
 149 2nd Avenue NW legally described as the S 39', W 140', Lot 21, Block 3, McDonalds Addition
 618 2nd Avenue SW described as Lot 26, Block 3, Stickneys Addition
 318 7th Street SW legally described as Lots 49 & 50, Block 5, Stickneys Addition
 Vacant Lot Adjacent to 558 7th Street SW legally described as the N 10' Lot 18, Block 2, Irvine's Subdivision
 118 3rd Street NW legally described as the N 100' of Lot 2 and the W 15' of the N 100' of Lot 3, Block 3, Martin's 3rd Addition
 312 1st Avenue NW legally described as the S 50' Lots 8 & 9, Block 6, Martins 3rd Addition
 210 4th Avenue NW legally described as Lot 11, Block 5, Iowa Development Co Addition
 206 4th Avenue NW legally described as Lot 12, Block 5, Iowa Development Co Addition
 307 7th Avenue SW legally described as Lot 2, Block 1, Jamisons Addition
 613 2nd Avenue SW legally described as Lot 24, Block 2, Stickneys & 10' Alley on East
 Vacant Lot Adjacent to 535 7th Street SW legally described as S 30', Lots 16 & 17, Block 1, Irvine's Subdivision
 222 South Frederick legally described as that part of the E half of the SW Qtr of Sec 21, Twnshp 91 N, Range 9 W of the Fifth P.M., including Part of Lot 1, Block 1, Bennett's Add to Oelwein and Lots 6 and 7, Part of Lots 5, 8, 9, and 10, Blk 4, Oelwein's First Add to Oelwein, per survey of Harold D. Blessing Recorded in Survey Book 4, Page 222-224
 11 12th Avenue SW legally described as Lots 3 & 4, Block 6, Armstrong's Addition
 313 4th Avenue SE legally described as Lot 4, Block 11, Grandview Addition
 946 South Frederick legally described as East 150' Lot 2, Block 1, Fenners 2nd Addition
 815 4th Avenue SW legally described as Lots 142, 143, 144, 145, Block 12, Stickneys Addition
 921 2nd Avenue NE legally described as Lot 3, Block 6, Oelwein Land Company Addition
 516 4th Street SW legally described as Lots 6 & 7, Block 4, Miles Addition
 Vacant Lot legally described as Lot 15, Block 4, Miles Addition
 33 3rd Street NW legally described as the E 50' Lots 23, 24, 25, Block 2, Martins 2nd Addition
 217 3rd Street NW legally described as Lot 2, Block 5, Martins 3rd Addition
 17 5th Avenue SE legally described as Lot 37, Block 3, Oelweins 4th Addition
 Vacant Lot legally described as Lot 16, Block 2, Smith Brothers 2nd Addition and 10' Vacated Alley Adj on East
 12 1st Avenue SW legally described as Lot 13, Block 2, Homestead Addition
 541 4th Avenue SE legally described as Commencing at a point 198' E and 550' S of the NW corner of the NE Qtr (NE 1/4) of the NE Qtr (NE 1/4) of Sec 28, Twnship 91 N, Range 9 West of the 5th P.M., thence East 56 1/2', thence S 85', thence W 56 1/2' feet, thence N 85' to the place of beginning all in the NW 1/4 of the NE 1/4 of the NE 1/4 of Section 28, Township 91, Range 9
 9 1st Street SW legally described as the South 64', East 40' Block 1, Homestead Addition
 34 5th Avenue SE legally described as Lot 28 & N 11' Lot 29, Block 2, Oelweins 4th Addition
 124 7th Avenue NW legally described as Lot 5, Block 2, Smith Brothers 2nd Addition and 10' Vacated Alley Adj on West
 119 West Charles legally described as Commencing 45 rods 13 feet W of the Center of Section 21, running Thence North 10 rods, thence W 35 1/2' feet, thence S 40', thence W 4 1/2', thence S to the center of the street, thence E 40' to the place of beginning, in the SW Quarter of the SE Quarter of the NW Quarter of Section 21, Township 91 North, Range 9 West of the Fifth P.M.
 222 5th Avenue NE legally described as Lot 1, Block 6, Kint & Boyack Addition
 322 4th Avenue SE legally described as Lot 11, Block 12, Grandview Addition
 122 3rd Avenue NW legally described as Lot 26, Block 2, Union Addition
 6 5th Avenue SE legally described as E 47' Lot 21 & E47' N 10' Lot 22, Block 2, Oelweins 4th Addition

416 East Charles legally described as W 33', E 80' Lot 21, W 33', E 80' N 10' of Lot 22, Block 2, Oelweins 4th Addition

112 2nd Avenue NW legally described as Lot 11, Block 2, McDonalds Addition

133 3rd Avenue SE legally described as Lot 2, Block 14, Original Oelwein

102 2nd Avenue NW legally described as Lot 8, Block 2, McDonalds Addition

134 North Frederick legally described as Parcel in the NE Quarter of the SE Quarter of the NW Quarter in Section 21, Township 91 North, Range 9 West of the Fifth P.M., more or particularly described as follows: Commencing at a point 43 1/3 feet S of a point 17 rods 2 feet N of the NE Corner of Lot 1, Block 1, Oelwein's Addition to Oelwein, thence W 100 feet, thence S 43 1/3 feet, E 100 feet, N 43 1/3 feet to place of beginning

140 North Frederick legally described as Parcel in the NE Quarter of the SE Quarter of the NW Quarter of Section 21, Township 91 North, Range 9 West of the Fifth P.M., more particularly described as follows: Commencing at a point 17 Rods and 2 Feet N of the NE Corner of Lot 1, Block 1, Oelwein's Addition to Oelwein, Thence W 100 feet, thence S 43 1/3 feet, thence E 100 feet, thence N 43 1/3 feet to the place of beginning being in the SE Quarter of the NW Quarter of Section 21, Township 91 North, Range 9 West of the Fifth P.M.

120 3rd Street SE legally described as N 100' Lot 1, Block 3, Oelweins 6th Addition

122 5th Avenue SW legally described as Lot 13, Block 9, Clarks Addition

223 East Charles legally described as S 80' Lot 9, Block 2, Paigns 2nd Addition

15 4th Street NE legally described as W 55' Lots 90 & 91, Block 13, Wings Addition

all in Oelwein, Fayette County, Iowa.

RESOLUTION NO. _____

Resolution Amending Proposed Resolution of Necessity for the Wings East
Pavement Improvements Project

WHEREAS, the City Council of the City of Oelwein, Iowa, after full investigation deems it advisable to amend the proposed Resolution of Necessity for the Wings East Pavement Improvements Project (the "Project");

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

Section 1. The proposed Resolution of Necessity introduced on April 13, 2020, for the Project is amended as follows:

The proposed schedule of assessments is amended as follows:

Change the name of the property owner for item #4 to Brett A. Suckow

Change the name of the property owner for item #30 to Tim and Catherine Gilson

Section 2. The plat and schedule of assessments are hereby amended to conform to Section 1 hereof, and FOX Engineering Associates, Inc. (the "Project Engineers") are instructed to make the proposed changes therein.

Passed and approved on May 11, 2020.

Mayor

Attest:

City Clerk

Wings East Pavement Improvements

FAYETTE COUNTY

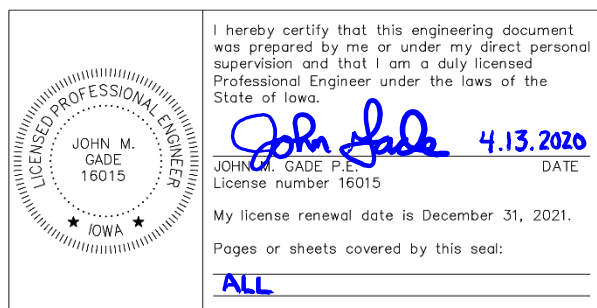
PRELIMINARY ASSESSMENT SCHEDULE

CITY OF OELWEIN, IA

PREPARED BY

John Gade, P.E.
FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, IA 50010
Phone: 515-233-0000

FOX Ref: 1022-18A.460



- Pg 1. Cover Sheet
- Pg 2-3. Letter to Council
- Pg 4-5. Preliminary Assessment Plat
- Pg 6. Preliminary Assessment Schedule
- Pg 7. Preliminary Project Cost

April 13, 2020

Mayor & City Council
City of Oelwein
20 Second Ave SW
Oelwein, IA 50662

Re: **Wings East Pavement Improvements - Assessment**
Summary Letter
FOX Ref No: 1022-18A.460

Dear Mayor and City Council:

The Wings East Pavement Improvements project consists of a 3.5-inch HMA overlay on portions of 12th Ave NE, 13th Ave NE, 2nd St NE, and 3rd St NE. The project also includes a full depth PCC replacement for portions of 3rd St NE and 13th Ave NE. There will also be pavement removal and replacement of select driveways and sidewalks. Portions of storm sewer and subdrain will be installed as well. Erosion control, traffic control and permanent seeding will also be included in this project. The total length of improvements is approximately 0.6 miles.

The City Council has directed this project to be constructed and has directed a portion of the cost of construction be special assessed to benefiting property owners. The appropriate resolutions have been prepared for the City Council to establish a public hearing for the proposed Resolution of Necessity on May 11, 2020, at 6:00 p.m. FOX Engineering has submitted the Preliminary Plans and Opinion of Cost and is on file with the City Clerk. Enclosed, please find the preliminary assessment plat, preliminary assessment schedule, and project cost prepared in accordance with Section 384 of the Code of Iowa.

The estimated total cost of the project is **\$650,000.00**. City Council determined that 50% of project will be a special benefit assessed to property owners. City Council determined 50% of the project will be a general benefit and paid for by the City.

The assessment district was generally determined to be 85-feet or 100-feet offset from the 12th Ave NE, 13th Ave NE, 2nd St NE, and 3rd St NE right-of-way. The preliminary assessable costs include all items and associated costs listed in the attached Preliminary Assessment Project Costs document. The property valuations were determined based on either property appraisals, recent property sales, or Fayette County tax appraisals (see Council Explanation on the Assessment Schedule).

The construction plans are being prepared for a June 2, 2020, bid letting through the City. The public hearing for the improvement project is scheduled for June 8, 2020. It is anticipated that the paving improvements will be completed by the fall of 2020.

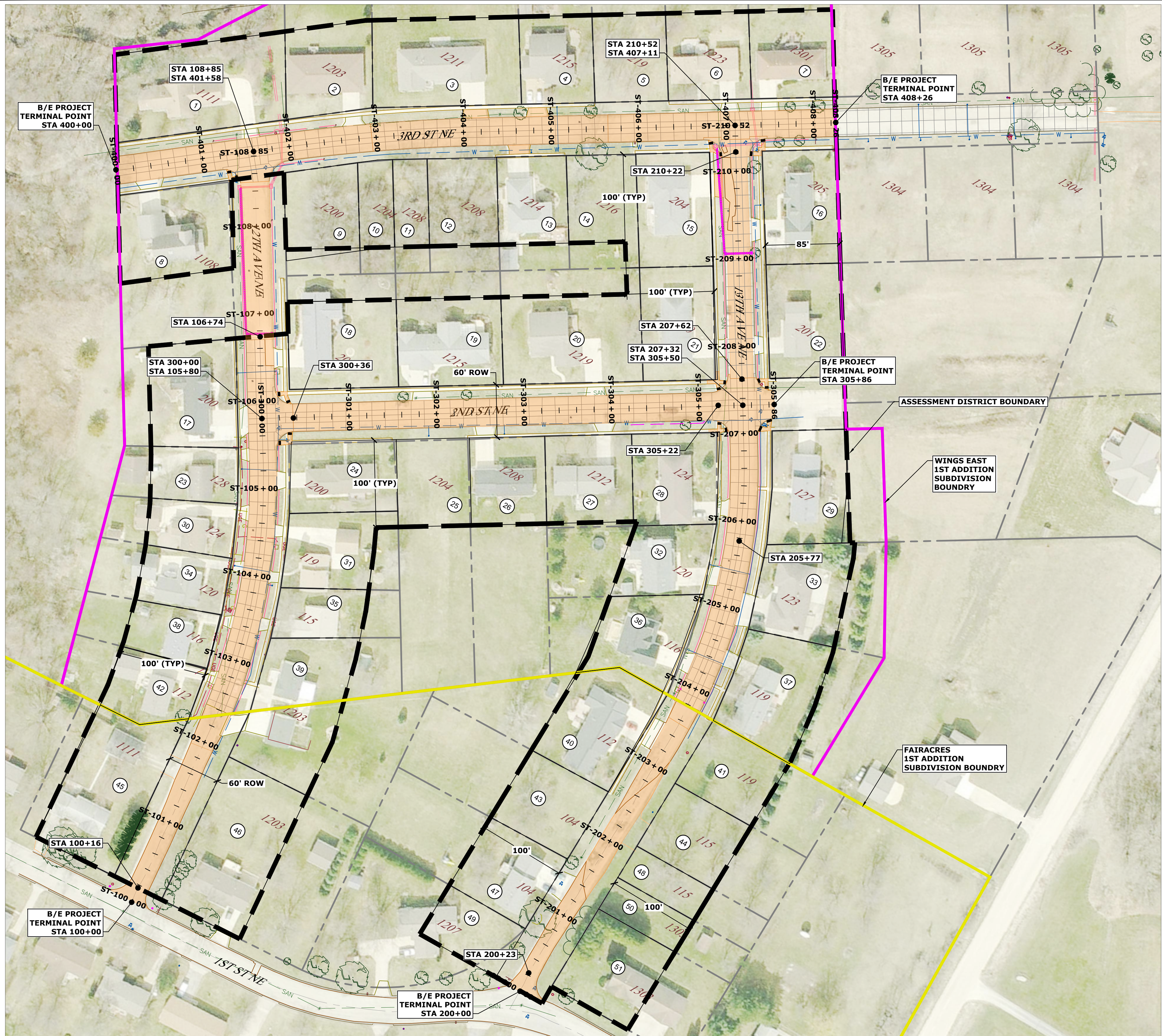
FOX Engineering recommends that the City Council proceed with this project and that the City Council establish May 11, 2020, as the date of the public hearing for the Wings East Pavement Improvements Special Assessment.

Please contact us with any questions or comments regarding this recommendation.

Sincerely,
FOX Engineering Associates, Inc.

John Gade

John Gade, P.E.



LEGEND

PROPOSED IMPROVEMENT

#

PARCEL NO. (SEE PRELIMINARY ASSESSMENT SCHEDULE)

DESCRIPTION OF PROJECT

This project includes a 3.5-inch HMA Overlay on portions of 12th Ave NE, 13th Ave NE, 2nd St NE, and 3rd St NE north of 1st St NE. The project also includes PCC curb/gutter and full depth HMA pavement replacement for portions of 3rd St NE and 13th Ave NE. Other work includes PCC mainline pavement removal, PCC driveway removal/replacement, PCC sidewalk/sidewalk ramp removal/replacement, excavation, topsoil borrow, traffic control, storm sewer, and seeding.

DESCRIPTION OF AREA TO BE ASSESSED

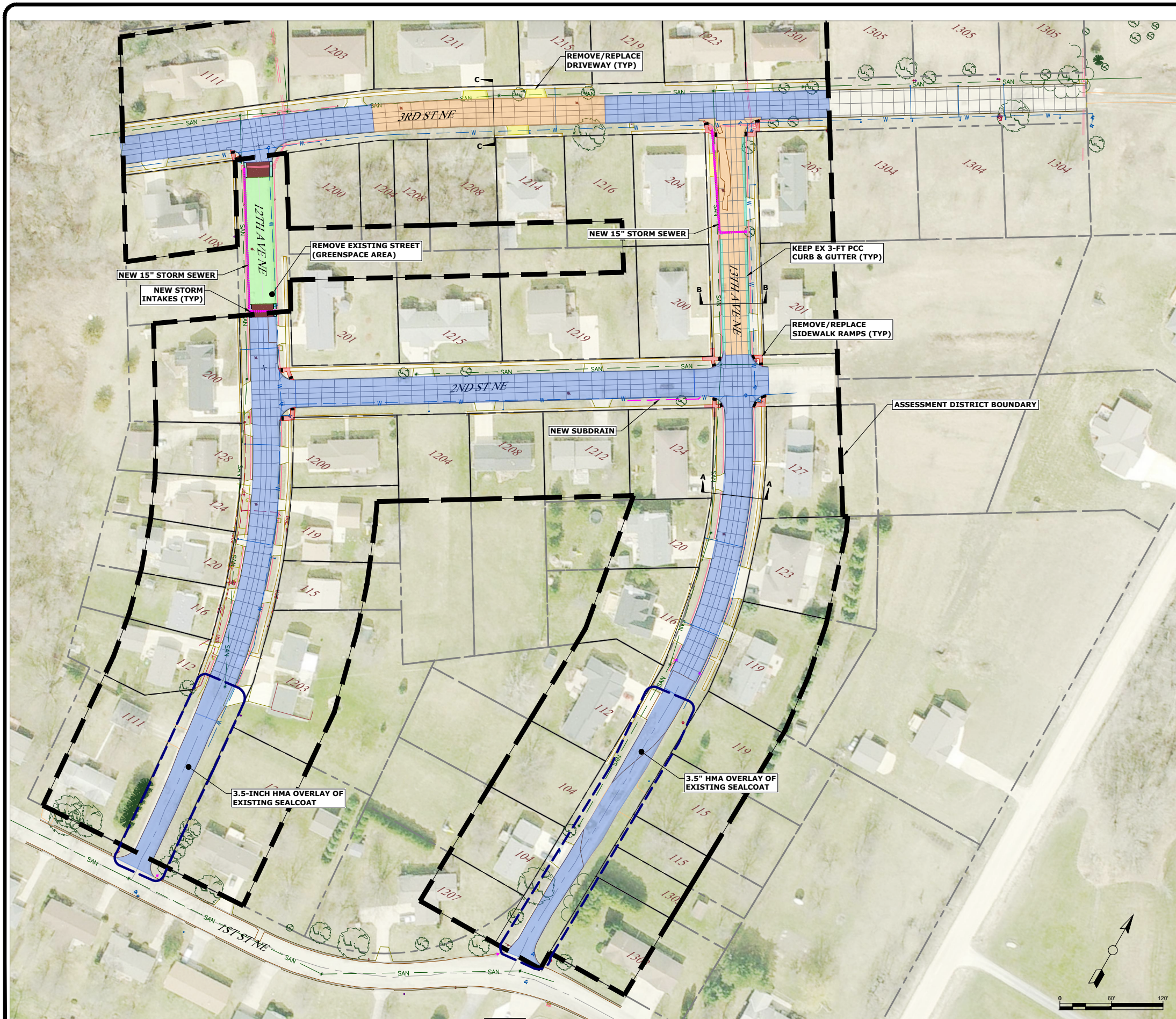
The limits for assessments shall be that area within the Oelwein City limits lying generally within one hundred feet west of the 12th Ave NE Right of Way, from STA 100+16 to STA 106+74; one hundred feet east of the 12th Ave NE Right of Way, from STA 100+16 to STA 106+74; one hundred feet west of the 13th Ave NE Right of Way; one hundred feet east of the 13th Ave NE Right of Way, from STA 200+23 to STA 205+77; eighty five feet east of the 13th Ave NE Right of Way, from STA 205+77 to STA 210+22. In addition, the limits for assessment shall also include the area one hundred feet north and south of the 3rd St NE Right of Way from STA 400+00 to STA 408+26, and the area one hundred feet north and south of the 2nd St NE Right of Way from STA 300+36 to STA 305+22.

DESCRIPTION OF IMPROVEMENT LOCATION

- 12th Ave NE (from 1st St NE to 3rd St NE) STA 100+00 to STA 108+85
- 13th Ave NE (from 1st St NE to 3rd St NE) STA 200+00 to STA 210+52
- 2nd St NE (12th Ave NE to 13th Ave NE) STA 300+00 to STA 305+86
- 3rd St NE (158 ft west of 12th Ave NE to 115 ft east of 13th Ave NE) STA 400+00 to STA 408+26

1	LAST UPDATE:	PROJECT NO.	FOX Engineering Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010 Phone: (515) 233-2525 FAX: (515) 233-2525	OELWEIN, IA	DATE	REVISION	CHECKED BY:	SPECIAL ASSESSMENT PLAT WINGS EAST PAVEMENT IMPROVEMENTS	PROJECT NO.	LAST UPDATE:	1
	3/17/20	1022-18A							1022-18A	3/17/20	

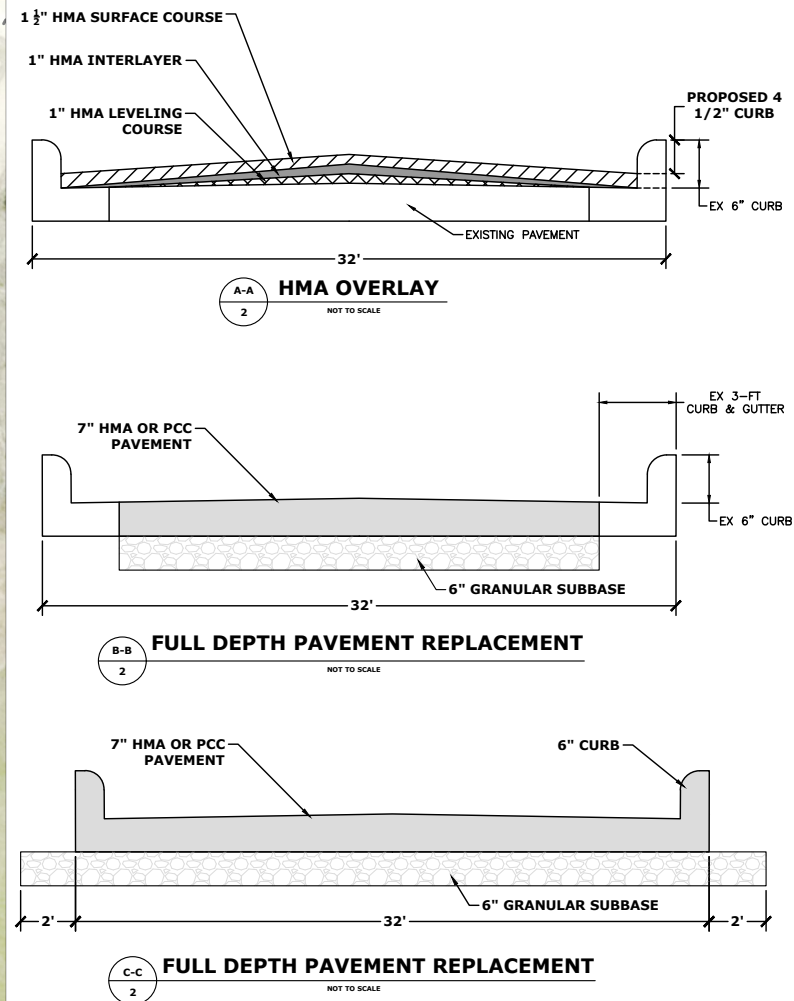
DRAWING FILENAME: K:\proj\1000\1022-18A - Wings East\Drawings\Concept\1022-18A SPECIAL ASSESSMENT PLAT.dwg : 1



\$650,000 TOTAL PROJECT COST

LEGEND

- GREENSPACE AREA
- DRIVEWAY REMOVAL/REPLACEMENT
- SIDEWALK REMOVAL/REPLACEMENT
- FULL WIDTH PCC REMOVAL/REPLACEMENT
- PCC CURB EXISTING 3' WIDE
- NEW 6" GRAVEL SURFACING
- HMA OVERLAY (3.5")
- STORM PIPE
- SUBDRAIN



Wings East Pavement Improvements Project
50% General & Special Benefit
HMA Overlay and Partial Street Reconstruction

City of Oelwein, Iowa

5/11/2020

FOX PN 1022-18A.460

Total Project Cost:	\$650,000.00
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General Benefit (Oelwein) Portion:	\$325,000.00	50%
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Special Benefit (Private Owners) Portion:	\$325,000.00	50%
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PRELIMINARY ASSESSMENT SCHEDULE

Type 01 BOND#

Certificate Number	Parcel No.	Parcel ID	Current Title Holder	Mail To Address	Legal Description	Lot Frontage, Feet	Corner Lot Frontage, Feet	Lot Area, Square Feet	Assessment Frontage Length, Feet	Assessment Area, Square Feet	Council Valuation ¹	25% Valuation	Street Improvements Assessment (50%)	Percent of Total Project Cost	Conditional Deficiency Assessments	Maximum Total Preliminary Assessment
	1	1822126009	Thomas W. & Dorothy L. Gerstenberger	1111 3RD ST. NE	LOTS 8 & 9 BLK 1 WINGS EAST FIRST ADD	196.0	0.0	22,700	196.0	19,596	\$ 189,160.00	\$ 47,290.00	\$ 11,944.17	1.8%	\$ -	\$ 11,944.17
	2	1822126010	Matthew W. & Jodi A. Casper	1203 3RD ST. NE	LOT 7 BLK 1 WINGS EAST FIRST ADD	100.1	0.0	16,106	100.1	10,011	\$ 167,100.00	\$ 41,775.00	\$ 6,101.91	0.9%	\$ -	\$ 6,101.91
	3	1822126012	Larry E. Recker, Revocable Trust	1211 3RD ST. NE	LOTS 5 &6, BLK 1 WINGS EAST FIRST ADD	170.0	0.0	30,600	170.0	17,000	\$ 307,430.00	\$ 76,857.50	\$ 10,361.86	1.6%	\$ -	\$ 10,361.86
	4	1822126013	Brett A. Suckow	1215 3RD ST. NE	LOT 4 BLK 1 WINGS EAST FIRST ADD	85.0	0.0	15,300	85.0	8,500	\$ 183,560.00	\$ 45,890.00	\$ 5,180.93	0.8%	\$ -	\$ 5,180.93
	5	1822126014	George A & Barbara L Jamison	1219 3RD ST. NE	LOT 3 BLK 1 WINGS EAST FIRST ADD	85.0	0.0	15,300	85.0	8,500	\$ 34,425.00 ²	\$ 8,606.25	\$ 5,180.93	0.8%	\$ -	\$ 5,180.93
	6	1822126015	Gorge A & Barbara L. Jamison	1223 3RD ST. NE	LOT 2 BLK 1 WINGS EAST FIRST ADD	95.0	0.0	17,100	95.0	9,500	\$ 193,940.00	\$ 48,485.00	\$ 5,790.45	0.9%	\$ -	\$ 5,790.45
	7	1822126016	Randall D. & Linda M. Gloede	1301 3RD ST. NE	LOT 1 BLK 1 WINGS EAST FIRST ADD	95.0	0.0	17,100	95.0	9,500	\$ 168,800.00	\$ 42,200.00	\$ 5,790.45	0.9%	\$ -	\$ 5,790.45
	8	1822176046	Rodger A. Schulz, Revocable Trust C/O Gwendolyn Wilson	1108 3RD ST. NE	LOTS 1 & 2 BLK 2 WINGS EAST FIRST ADD	177.6	130.2	22,983	130.2	13,016	\$ 170,590.00	\$ 42,647.50	\$ 7,933.53	1.2%	\$ -	\$ 7,933.53
	9	1822176030	Bonnie Schulz	1200 3RD ST. NE	LOT 6 BLK 3 WINGS EAST FIRST ADD	118.6	85.5	10,460	85.5	8,147	\$ 20,920.00	\$ 5,230.00	\$ 5,083.17	0.8%	\$ -	\$ 5,083.17
	10	1822176029	Rodger A. Schulz, Revocable Trust C/O Gwendolyn Wilson	1204 3RD ST. NE	W 1/2 LOT 5, BLK 3 WINGS EAST FIRST ADD	40.1	0.0	5,172	40.1	4,000	\$ 11,637.00 ²	\$ 2,909.25	\$ 2,441.90	0.4%	\$ -	\$ 2,441.90
	11	1822176005	Kenneth A. & Marcia Woodraska	N/A	E 1/2 LOT 5, BLK 3 WINGS EAST FIRST ADD	40.0	0.0	5,200	40.0	4,000	\$ 11,700.00 ²	\$ 2,925.00	\$ 2,438.08	0.4%	\$ -	\$ 2,438.08
	12	1822176028	Kenneth A. & Marcia Woodraska	1208 3RD ST. NE	LOT 4 BLK 3 WINGS EAST FIRST ADD	80.0	0.0	10,400	80.0	8,000	\$ 23,400.00 ²	\$ 5,850.00	\$ 4,876.17	0.8%	\$ -	\$ 4,876.17
	13	1822176027	Richard A & Loretta A Suckow	1214 3RD ST. NE	LOT 3 BLK 3 WINGS EAST FIRST ADD	80.0	0.0	10,400	80.0	8,000	\$ 222,880.00	\$ 55,720.00	\$ 4,876.17	0.8%	\$ -	\$ 4,876.17
	14	1822176026	Richard A & Loretta A Suckow	1216 3RD ST. NE	LOT 2 BLK 3 WINGS EAST FIRST ADD	80.0	0.0	10,400	80.0	8,450	\$ 23,400.00 ²	\$ 5,850.00	\$ 5,492.78	0.8%	\$ -	\$ 5,492.78
	15	1822176025	Gerald E. & Mary F. Chase	204 13TH AVE. NE	LOT 1 BLK 3 WINGS EAST FIRST ADD	130.0	85.0	11,050	215.0	11,050	\$ 177,350.00	\$ 44,337.50	\$ 9,800.27	1.5%	\$ -	\$ 9,800.27
	16	1822126024	Charles H. & Barbara J Gellenfeld	205 13TH AVE. NE	LOT 1 BLK 4 WINGS EAST FIRST ADD	130.0	85.0	11,050	215.0	11,050	\$ 252,970.00	\$ 63,242.50	\$ 9,800.27	1.5%	\$ -	\$ 9,800.27
	17	1822176060	Timothy W. & Catherine Gilson	200 12TH AVE. NE	LOT 3, LOT 4 EX PARCEL 8 BLK 2 WINGS EAST FIRST ADD	128.7	0.0	15,675	128.7	11,927	\$ 183,600.00	\$ 45,900.00	\$ 7,547.07	1.2%	\$ -	\$ 7,547.07
	18	1822176031	Urban & Floraine Kuennen	201 12TH AVE. NE	LOT 7, & W 40' LOT 8 BLK 3, WINGS EAST FIRST ADD	130.0	125.0	16,250	190.0	12,500	\$ 228,080.00	\$ 57,020.00	\$ 9,478.08	1.5%	\$ -	\$ 9,478.08
	19	1822176033	Kenneth A. & Marcia Woodraska	1215 2ND ST. NE	E 40' LOT 8 & LOT 9, BLK 3, WINGS EAST 1ST ADD	120.0	0.0	15,600	120.0	12,000	\$ 317,560.00	\$ 79,390.00	\$ 7,693.71	1.2%	\$ -	\$ 7,693.71
	20	1822176035	James E. & Connie K. Mueller	1219 2ND ST. NE	LOTS 10 & 11, BLK 3 WINGS EAST FIRST ADD	160.0	0.0	20,800	160.0	16,450	\$ 205,500.00	\$ 51,375.00	\$ 9,894.63	1.5%	\$ -	\$ 9,894.63
	21	1822176036	Paul E. & Julene Fox	200 13TH AVE. NE	LOT 12 BLK 3 WINGS EAST FIRST ADD	130.0	85.0	11,050	215.0	11,050	\$ 176,960.00	\$ 44,240.00	\$ 9,800.27	1.5%	\$ -	\$ 9,800.27
	22	1822126023	Ronald Winter, Security Storage	201 13TH AVE. NE	LOT 2 BLK 4 & N 14' PRL TO C/L FORMERLY VAC 2ND ST. NE, LOCATED BTN BLKS 4 & 5, ALL IN WING'S EAST FIRST ADDN	130.0	0.0	11,050	130.0	12,240	\$ 103,970.00	\$ 25,992.50	\$ 7,683.45	1.2%	\$ -	\$ 7,683.45
	23	1822176059	Kevin E & Mary Beth Steggall	128 12TH AVE. NE	PARCEL 8 & PRT OF LOT 4 BLK 2 WINGS EAST FIRST ADD	63.5	0.0	8,035	63.5	6,350	\$ 90,200.00	\$ 22,550.00	\$ 3,870.46	0.6%	\$ -	\$ 3,870.46
	24	1822176043	Jeffrey W. Dehaven	1200 2ND ST. NE	LOT 7 EX S 33' BLK 6 WINGS EAST FIRST ADD	82.1	120.0	9,931	202.1	10,141	\$ 164,750.00	\$ 41,187.50	\$ 9,133.88	1.4%	\$ -	\$ 9,133.88
	25	1822176042	Bonnie L. Schulz	1204 2ND ST. NE	LOT 6 BLK 6 WINGS EAST FIRST ADD	85.2	0.0	24,084	85.0	8,500	\$ 54,189.00 ²	\$ 13,547.25	\$ 5,180.93	0.8%	\$ -	\$ 5,180.93
	26	1822176041	James E. & Teresa L. Tuecke	1208 2ND ST. NE	LOT 5 BLK 6 WINGS EAST FIRST ADD	85.2	0.0	23,443	85.0	8,500	\$ 148,240.00	\$ 37,060.00	\$ 5,180.93	0.8%	\$ -	\$ 5,180.93
	27	1822176040	Jay A. Melchert	1212 2ND ST. NE	LOT 2 BLK 6 WINGS EAST FIRST ADD	100.0	0.0	10,500	100.0	10,000	\$ 159,990.00	\$ 39,997.50	\$ 6,095.21	0.9%	\$ -	\$ 6,095.21
	28	1822176039	Christopher Brunscheon	124 13TH AVE. NE	LOT 1 BLK 6 WINGS EAST FIRST ADD	100.0	105.1	10,175	205.1	10,000	\$ 215,590.00	\$ 53,897.50	\$ 9,177.87	1.4%	\$ -	\$ 9,177.87
	29	1822176022	Susan K. Schlitter	127 13TH AVE. NE	LOT 1 BLK 5 WINGS EAST FIRST ADD	130.7	0.0	11,551	130.2	11,798	\$ 209,470.00	\$ 52,367.50	\$ 7,548.38	1.2%	\$ -	\$ 7,548.38
	30	1822176053	Tim and Catherine Gilson	124 12TH AVE. NE	PARCEL 7 BEING PRTS OF LOT 4 & 5 BLK 2 WINGS EAST FIRST ADD	63.5	0.0	8,792	63.5	6,350	\$ 145,810.00	\$ 36,452.50	\$ 3,870.46	0.6%	\$ -	\$ 3,870.46
	31	1822176044	Dawn M. & Adam D. Novak	123 12TH AVE. NE	PARCEL 1 BEING PART OF LOT 8 & S 33' LOT 7 BLK 6 WINGS EAST FIRST ADD	91.3	0.0	11,728	97.0	9,908	\$ 111,670.00	\$ 27,917.50	\$ 6,390.60	1.0%	\$ -	\$ 6,390.60
	32	1822176038	Curtis J. & Joetta L. Solisma, Living Trust	120 13TH AVE. NE	LOT 3 BLK 6 WINGS EAST FIRST ADD	85.1	0.0	14,682	85.1	8,506	\$ 293,550.00	\$ 73,387.50	\$ 5,184.59	0.8%	\$ -	\$ 5,184.59
	33	1822176021	Marie M. Stevens	123 13TH AVE. NE	LOT 2 BLK 5 WINGS EAST FIRST ADD	104.1	0.0	15,952	104.1	11,810	\$ 214,510.00	\$ 53,627.50	\$ 6,787.52	1.0%	\$ -	\$ 6,787.52
	34	1822176054	Timothy J. & Melissa A. Kane	120 12TH AVE. NE	PARCEL 6 OF LOT 5 BLK 2 WINGS EAST FIRST ADD	63.5	0.0	9,252	63.5	6,350	\$ 175,200.00	\$ 43,800.00	\$ 3,870.46	0.6%	\$ -	\$ 3,870.46
	35	1822176057	Travis D. & Lynn M. Voshell	119 12TH AVE. NE	PARCEL 2 BEING PART OF LOTS 8 & 9 BLK 6 WINGS EAST FIRST ADD	59.0	0.0	8,207	64.0	6,400	\$ 123,840.00	\$ 30,960.00	\$ 3,900.93	0.6%	\$ -	\$ 3,900.93
	36	1822176037	Leo V. Walz, Jr.	116 13TH AVE. NE	LOT 4 BLK 6 WINGS EAST FIRST ADD	116.6	0.0	14,127	116.6	9,498	\$ 233,180.00	\$ 58,295.00	\$ 5,648.80	0.9%	\$ -	\$ 5,648.80
	37	1822176020	Margaret A. Fox	119 13TH AVE. NE	LOT 3 BLK 5 WINGS EAST FIRST ADD	105.0	0.0	17,438	105.0	13,801	\$ 162,790.00	\$ 40,697.50	\$ 7,443.79	1.1%	\$ -	\$ 7,443.79
	38	1822176055	Travis & Stephanie Phillips	116 12TH AVE. NE	PARCEL 5 OF LOTS 5 & 6 BLK 2 WINGS EAST FIRST ADD	63.5	0.0	9,408	63.5	6,098	\$ 88,130.00	\$ 22,032.50	\$ 3,649.74	0.6%	\$ -	\$ 3,649.74
	39	1822176058	Andrew & Amy Gates	115 12TH AVE. NE	PARCEL 3 BEING PART OF LOT 9 BLK 6 WINGS EAST 1ST ADD & LOT 48 1ST ADD FAIRACRES	136.4	0.0	31,880	125.2	12,521	\$ 161,040.00	\$ 40,260.00	\$ 7,631.81	1.2%	\$ -	\$ 7,631.81
	40	1822176016	Nick J. & Rhonda A. Cue	112 13TH AVE. NE	LOT 49 1ST ADD TO FAIRACRES	130.0	0.0	19,591	130.0	12,497	\$ 311,320.00	\$ 77,830.00	\$ 8,652.28	1.3%	\$ -	\$ 8,652.28
	41	1822176015	Margaret A. Fox	N/A	LOT 56 1ST ADD TO FAIRACRES	84.0	0.0	14,546	84.0	8,400	\$ 32,728.50 ²	\$ 8,182.13	\$ 5,119.98	0.8%	\$ -	\$ 5,119.98
	42	1822176056	Troy A. & Jennifer L. Fitzpatrick	112 12TH AVE. NE	PARCEL 4 WINGS EAST FIRST ADD (BEING PART OF LOT 6 BLK 2)	60.0	0.0	10,619	60.0	6,774	\$ 106,810.00	\$ 26,702.50	\$ 3,901.90	0.6%	\$ -	\$ 3,901.90
	43	1822176017	Michael J. & Sharon Rettinger	104 13TH AVE. NE	LOT 50 1ST ADD TO FAIRACRES	90.1	0.0	20,353	90.0	9,000	\$ 45,794.25 ²	\$ 11,448.56	\$ 5,485.69	0.8%	\$ -	\$ 5,485.69
	44	1822176014	Brian R. & Wendy K. Irvine	N/A	LOT 55 FAIRACRES 1ST ADD, OELWEIN	84.0	0.0	14,532	84.0	8,400	\$ 32,697.00 ²	\$ 8,174.25	\$ 5,119.98	0.8%	\$ -	\$ 5,119.98
	45	1822176004	Eric A. & Rebekah J. Pryor	1111 1ST ST. NE	LOT 45 1ST ADD TO FAIRACRES	200.2	0.0	20,854	200.2	17,559	\$ 119,900.00	\$ 29,975.00	\$ 8,963.72	1.4%	\$ -	\$ 8,963.72
	46	1822176006	Travis H. & Jackie J. Larson	1203 1ST ST. NE	LOTS 46 & 47 1ST ADD TO FAIRACRES	179.2	0.0	32,368	180.0	18,000	\$ 197,090.00	\$ 49,272.50	\$ 10,971.38	1.7%	\$ -	\$ 10,971.38
	47	1822176018	Michael J. & Sharon Rettinger	104 13TH AVE. NE	LOT 51 1ST ADD TO FAIRACRES	90.0	0.0	19,930	90.0	9,000	\$ 142,320.00	\$ 35,580.00	\$ 5,485.69	0.8%	\$ -	\$ 5,485.69
	48	1822176065	Brian R. & Wendy K. Irvine	N/A	N 36' LOT 54, FAIRACRES 1ST ADD TO OELWEIN	36.0	0.0	6,228	36.0	3,600	\$ 14,013.00 ²	\$ 3,503.25	\$ 2,194.28	0.3%	\$ -	\$ 2,194.28
	49	1822176007	Timothy R. Benter	1207 1ST ST NE	LOT 52 1ST ADD TO FAIRACRES	85.0	0.0	26,055	67.0	6,700	\$ 173,720.00	\$ 43,430.00	\$ 4,083.79	0.6%	\$ -	\$ 4,083.79
	50	182217613	Nelma F. Chase	N/A	S 48' LOT 54, FAIRACRES 1ST ADD TO OELWEIN	48.0	0.0	8,310	48.0	4,800	\$ 18,697.50 ²	\$ 4,674.38	\$ 2,925.70	0.5%	\$ -	\$ 2,925.70
	51	1822176011	Nelma F. Chase	1303 1ST ST. NE	LOT 53 1ST ADD TO FAIRACRES	104.0	0.0	18,005	104.0	10,400	\$ 150,260.00	\$ 37,565.00	\$ 6,339.02	1.0%	\$ -	\$ 6,339.02
TOTALS:									5,667.13	506,148			TOTAL	\$ 325,000.00	\$ -	\$325,000.00

Notes:

- 1 Council Valuation Explanation: Based on Fayette Co Assessed Value of the lot and building.
- 2 Council Valuation Empty Lots: Lot Value was set at \$2.25 per square foot.
- 3 Deficiency is between the amount proposed to be assessed and the proportion of the estimated total cost of the improvement allocated to each lot (25% Valuation).

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
Wings East Pavement Improvements Project



City of Oelwein, Iowa
 Last Update 5/7/2020
 FOX PN: 1022-18A

				ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS	
ITEM NO.	BID ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
	DIVISION 1 - GENERAL PROVISIONS AND COVENANTS				
	DIVISION 2 - EARTHWORK				
2.01	TOPSOIL, OFF-SITE	CY	147	\$30.00	\$4,410.00
2.02	EXCAVATION, ON-SITE	LS	1	\$20,000.00	\$20,000.00
2.03	SUBGRADE PREPARATION, 6-INCH	SY	2000	\$6.00	\$12,000.00
2.04	SUBBASE, MODIFIED, 6-INCH	SY	2000	\$8.50	\$17,000.00
	DIVISION 3 - TRENCH EXCAVATION AND BACKFILL				
3.01	TRENCH FOUNDATION	TON	50	\$20.00	\$1,000.00
	DIVISION 4 - SEWERS AND DRAINS				
4.01	STORM SEWER, TRENCHED, 15-INCH, AS SUBDRAIN	LF	189.00	\$70.00	\$13,230.00
4.02	STORM SEWER, TRENCHED, 15-INCH	LF	168.00	\$65.00	\$10,920.00
4.03	FOOTING DRAIN COLLECTOR, PVC, 4-INCH	LF	77.00	\$20.00	\$1,540.00
4.04	FOOTING DRAIN CLEANOUT, PVC, 4-INCH	EA	1.00	\$1,000.00	\$1,000.00
4.05	FOOTING DRAIN CONNECTION	EA	2.00	\$800.00	\$1,600.00
	DIVISION 5 - WATER MAIN AND APPURTENANCES (NOT USED)				
	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	INTAKE, SW-501	EA	4	\$3,500.00	\$14,000.00
6.02	CONNECTION TO EXISTING INTAKE	EA	2	\$1,500.00	\$3,000.00
	DIVISION 7 - STREETS AND RELATED WORK				
7.01	CURB AND GUTTER, 36-INCH WIDTH, 7-INCH THICKNESS	LF	770.00	\$30.00	\$23,100.00
7.02	PAVEMENT, HMA 7-INCH	SY	1575.00	\$44.00	\$69,300.00
7.03	HMA PAVEMENT SAMPLES AND TESTING	LS	1.00	\$2,500.00	\$2,500.00
7.04	HMA OVERLAY, LEVELING COURSE	TONS	450.00	\$115.00	\$51,750.00
7.05	HMA OVERLAY, 1.0-INCH, INTERLAYER	SY	7240.00	\$6.50	\$47,060.00
7.06	HMA OVERLAY, 1.5-INCH, SURFACE COURSE	SY	8350.00	\$7.20	\$60,120.00
7.07	REMOVAL OF DRIVEWAY	SY	113.00	\$10.00	\$1,130.00
7.08	REMOVAL OF SIDEWALK	SY	216.00	\$10.00	\$2,160.00
7.09	REMOVAL OF CURB	LF	4.00	\$10.00	\$40.00
7.10	SIDEWALK, PCC, 4-INCH	SY	151.00	\$60.00	\$9,060.00
7.11	SIDEWALK RAMP, PCC, 6-INCH	SY	82.00	\$65.00	\$5,330.00
7.12	DETECTABLE WARNINGS	SF	144.00	\$65.00	\$9,360.00
7.13	DRIVEWAY, PAVED, PCC, 6-INCH	SY	113.00	\$80.00	\$9,040.00
7.14	SUBBASE OVER-EXCAVATION	TON	200.00	\$25.00	\$5,000.00
7.15	MILLING	SY	155.00	\$20.00	\$3,100.00
7.16	PAVEMENT REMOVAL	SY	2466.00	\$10.00	\$24,660.00
	DIVISION 8 - TRAFFIC CONTROL				
8.01	TEMPORARY TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00
	DIVISION 9 - SITE WORK AND LANDSCAPING				
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.50	\$6,000.00	\$3,000.00
9.02	FILTER SOCK, 8-INCH	LF	163	\$10.00	\$1,630.00
9.03	FILTER SOCKS, REMOVAL	LF	163	\$5.00	\$815.00
	DIVISION 10 - DEMOLITION (NOT USED)				
	DIVISION 11 - MISCELLANEOUS				
11.01	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$2,000.00	\$2,000.00
11.03	CONCRETE WASHOUT	LS	1	\$500.00	\$500.00
	DIVISION 12 - SPECIALTY ITEMS				
12.01	GRANULAR SURFACING, CLASS A	TON	31	\$40.00	\$1,240.00
12.02	PERMANENT SIGNAGE	EA	9	\$200.00	\$1,800.00
12.03	FIXTURE ADJUSTMENTS	EA	7	\$500.00	\$3,500.00
	BID ALTERNATE 1				
ALT 1.01	DRIVEWAY EDGE NOTCH	LF	646	\$15.00	\$9,690.00
	BID ALTERNATE 2				
ALT 2.01	SAND SEAL	LF	4209	\$1.00	\$4,209.00
	Construction Subtotal (Base Bid)				\$461,895.00
	Contingency				\$8,000.00
	Assessments & Meetings				\$20,000.00
	Engineering, Bidding, Admin, Staking, & Observation				\$160,000.00
	Total Project Cost				\$650,000.00

RESOLUTION NO. _____

Resolution of Necessity

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

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

WHEREAS, a public hearing has been held on the proposed Resolution of Necessity on May 11, 2020, at 6:00 o’clock p.m., electronically via GoToMeeting due to federal and state government recommendations in response to COVID-19 pandemic conditions;

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

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

Section 2. The Project shall consist of a 3.5-inch Hot Mix Asphalt (HMA) overlay on portions of 12th Avenue NE, 13th Avenue NE, 2nd Street NE, and 3rd Street NE north of 1st Street NE. The Project also includes PCC curb/gutter and full depth HMA pavement replacement for portions of 3rd Street NE and 13th Avenue NE. Other work includes PCC mainline pavement removal, PCC driveway removal/replacement, PCC sidewalk/sidewalk ramp removal/replacement, excavation, topsoil borrow, traffic control, storm sewer, and seeding.

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

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

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

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

Section 5. Unless a property owner files objections with the City Clerk at the time of the hearing on this resolution of necessity, the property owner shall be deemed to have waived all objections pertaining to the regularity of the proceedings and the legality of using the special assessment procedure.

Section 6. All resolutions, parts of resolutions, or actions of the Council in conflict herewith are hereby repealed, to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved on May 11, 2020.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution Ordering the Preparation of Detailed Plans and Specifications, Notice of Hearing, Notice to Bidders and Form of Contract

WHEREAS, the City Council of the City of Oelwein, Iowa, has adopted a final Resolution of Necessity in connection with the Wings East Pavement Improvements Project (the “Project”); and

WHEREAS, detailed plans and specifications, notice of hearing and notice to bidders and form of contract should now be prepared and filed with the City Clerk;

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

Section 1. The Project Engineers are hereby instructed to prepare and file with the City Clerk detailed plans and specifications covering the Project, including a notice of hearing and notice to bidders and form of contract.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved on May 11, 2020.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

A resolution approving 2020 Urban Renewal Plan Amendment for the Industrial Park Urban Renewal Area

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

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

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area has been prepared which describes new urban renewal projects in the Urban Renewal Area related to development agreements (the “Urban Renewal Projects”) and

WHEREAS, notice of a public hearing by the City Council on the proposed urban renewal plan amendment was heretofore given in compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted the hearing; and

WHEREAS, copies of the urban renewal plan amendment, notice of public hearing and notice of a consultation meeting with respect to the urban renewal plan amendment were sent to Fayette County and the Oelwein Community School District and the consultation meeting was held;

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

Section 1. It is hereby determined by this City Council as follows:

A. The 2020 Amendment to the Urban Renewal Plan for the Industrial Park Urban Renewal Area conforms to the general plan of the City;

B. The proposed projects described in the 2020 Amendment to the Urban Renewal Plan for the Industrial Park Urban Renewal Area are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 2. The 2020 Amendment to the Urban Renewal Plan for the Industrial Park Urban Renewal Area, attached hereto and made a part hereof, is hereby in all respects approved, and the proposed projects included in such amendment is hereby in all respects approved.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved May 11, 2020.

Mayor

Attest:

City Clerk

**CITY OF OELWEIN, IOWA
INDUSTRIAL PARK URBAN RENEWAL AREA**

**2020 AMENDMENT
URBAN RENEWAL PLAN**

May, 2020

The Urban Renewal Plan for the City of Oelwein Industrial Park Urban Renewal Area (the “Urban Renewal Area”) is hereby amended in accordance with the provisions of Section 403.5 of the Code of Iowa to give information about new urban renewal projects that are proposed to be undertaken in the Urban Renewal Area.

The projects involve tax increment rebate agreements with BR Development, LLC, with respect to the development of two projects in the Urban Renewal Area, each of which calls for tax increment rebate payments in an amount not to exceed \$350,000. Payments under the agreements would be made for ten years, in amounts equal to 90% of the incremental property taxes paid each year, and each payment would be subject to annual appropriation by the City Council. The projects will be located on the following parcels:

Lot 1, Industrial Park Second Addition

Lot 2, Block 1, Industrial Park 1st Addition

The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Outstanding general obligation debt of the City	\$7,740,000
Constitutional debt limit of the City:	\$13,655,000
Proposed debt to be incurred in Urban Renewal Area; including payments subject to annual appropriation	\$700,000

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Oelwein, Iowa (the “City”) and BR Development, LLC (the “Developer”) as of May 11, 2020

WHEREAS, the City has established the Industrial Park Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain property with a street address of _____, which is located within the Urban Renewal Area and specifically described as:

Lot 1, Industrial Park Second Addition, City of Oelwein, Fayette County, Iowa

Fayette County Real Property Tax Identification Parcel Number: 1828476008

(the “Property”)

and;

WHEREAS, the Developer intends to construct a building to be located on the Property (the “Project”); and

WHEREAS, the Developer has requested tax increment financing assistance in paying the costs of the Project; and

WHEREAS, the Developer has reported that the Developer wants to be allowed to transfer the obligations and benefits of this Agreement to a future user of the Property; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. The Developer agrees to construct a building that will be used for a commercial purpose throughout the term of this Agreement.

2. The Developer agrees to make timely payment, or make provision for timely payment, of all property taxes as they come due throughout the term of this Agreement and to submit a receipt or cancelled check to the City Clerk in evidence of each such payment.

B. City’s Obligations

In recognition of the Developer’s obligations set out above, the City agrees to make economic development tax increment payments (the “Payments”) to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa,

provided, however, that the aggregate, total amount of the Payments shall not exceed \$300,000, and all Payments shall be subject to annual appropriation by the City Council.

The Payments will be made in December and June of each fiscal year beginning in the first fiscal year for which the City receives incremental property tax revenues with respect to an increase in the taxable valuation of the Property over the valuation shown on the tax rolls as of January 1, 2020 (the “Incremental Property Tax Revenues”), and continuing for a total of ten fiscal years or until such earlier date upon which total Payments equal to \$300,000 have been made. For example, if an increase in taxable valuation of the Property is placed on the Fayette County tax rolls as of January 1, 2021, the first Payment will be made on December 1, 2022. Each Payment shall be in an amount equal to 90% of the Incremental Property Tax Revenues received by the City during the six months immediately preceding each Payment Date.

In addition to the Payments equal to \$300,000, the City agrees to provide up to \$50,000 in supplemental payments during the final five years of this Agreement (the “Supplemental Payments”) if the Developer or the Developer’s assignee meets the following conditions: the owner or top management of the business located on the Property must live within the City limits for five years, beginning within the first two years for which regular Payments are made under this Agreement. Failure to start the residency requirement before the 25 month of the agreement shall void the supplement payment option. Evidence of residency may be shown to the City by an active utility account at a residential address in the City. The supplemental payment applies once per parcel no matter the amount of buildings/businesses. The Developer or the Developer’s assignee must provide proof of the residential requirement on an annual basis for a continuous five years.

Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment and instructional support levies and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

The Payments and the Supplemental Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues attributable to the Property that are received by the City from the Fayette County Treasurer.

Each Payment or Supplemental Payment shall be subject to annual appropriation by the City Council. Prior to November 15 of each year during the term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of the Payments or Supplemental Payments due in the next succeeding fiscal year, an amount of Incremental Property Tax Revenues to be collected in such following fiscal year equal to the City’s estimate of the appropriate percentage of the amount of Incremental Property Tax Revenues that could be collected in such year as set out above (the “Appropriated Amount”). Each such estimate shall be based on then current consolidated property tax levy and most recent incremental valuation of the Property.

To the extent the City Council decides to obligate funds for appropriation to the Payments or Supplemental Payments, the City agrees to certify to the Fayette County Auditor by December

1 of each year during the term of this Agreement, an amount equal to the most recently determined Appropriated Amount.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby gives its permission that Developer's rights to receive the Payments and Supplemental Payments hereunder may be assigned by the Developer to a lender without further action on the part of the City. In addition, the City agrees to consider a proposal from the Developer to assign the Developer's rights to receive the Payments and Supplemental Payments hereunder, provided the Developer provides notice to the City of the proposed assignment, at least 30 days prior to the effective date of the assignment, along with the name, address and Tax Identification number of the proposed assignee.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, all as of the day and date written above.

CITY OF OELWEIN, IOWA

By: _____
Mayor

Attest:

City Clerk

BR DEVELOPMENT, LLC

Printed Name:
Email:
Contact:

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Oelwein, Iowa (the “City”) and BR Development, LLC (the “Developer”) as of May 11, 2020

WHEREAS, the City has established the Industrial Park Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain property with a street address of _____, which is located within the Urban Renewal Area and specifically described as:

Lot 2, Block 1, Industrial Park 1st Addition, City of Oelwein, Fayette County, Iowa

Fayette County Real Property Tax Identification Parcel Number: 1828405004

(the “Property”)

and;

WHEREAS, the Developer intends to construct a building to be located on the Property (the “Project”); and

WHEREAS, the Developer has requested tax increment financing assistance in paying the costs of the Project; and

WHEREAS, the Developer has reported that the Developer wants to be allowed to transfer the obligations and benefits of this Agreement to a future user of the Property; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. The Developer agrees to construct a building that will be used for a commercial purpose throughout the term of this Agreement.

2. The Developer agrees to make timely payment, or make provision for timely payment, of all property taxes as they come due throughout the term of this Agreement and to submit a receipt or cancelled check to the City Clerk in evidence of each such payment.

B. City’s Obligations

In recognition of the Developer’s obligations set out above, the City agrees to make economic development tax increment payments (the “Payments”) to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa,

provided, however, that the aggregate, total amount of the Payments shall not exceed \$300,000, and all Payments shall be subject to annual appropriation by the City Council.

The Payments will be made in December and June of each fiscal year beginning in the first fiscal year for which the City receives incremental property tax revenues with respect to an increase in the taxable valuation of the Property over the valuation shown on the tax rolls as of January 1, 2020 (the “Incremental Property Tax Revenues”), and continuing for a total of ten fiscal years or until such earlier date upon which total Payments equal to \$300,000 have been made. For example, if an increase in taxable valuation of the Property is placed on the Fayette County tax rolls as of January 1, 2021, the first Payment will be made on December 1, 2022. Each Payment shall be in an amount equal to 90% of the Incremental Property Tax Revenues received by the City during the six months immediately preceding each Payment Date.

In addition to the Payments equal to \$300,000, the City agrees to provide up to \$50,000 in supplemental payments during the final five years of this Agreement (the “Supplemental Payments”) if the Developer or the Developer’s assignee meets the following conditions: the owner or top management of the business located on the Property must live within the City limits for five years, beginning within the first two years for which regular Payments are made under this Agreement. Failure to start the residency requirement before the 25 month of the agreement shall void the supplement payment option. Evidence of residency may be shown to the City by an active utility account at a residential address in the City. The supplemental payment applies once per parcel no matter the amount of buildings/businesses. The Developer or the Developer’s assignee must provide proof of the residential requirement on an annual basis for a continuous five years.

Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment and instructional support levies and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

The Payments and the Supplemental Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues attributable to the Property that are received by the City from the Fayette County Treasurer.

Each Payment or Supplemental Payment shall be subject to annual appropriation by the City Council. Prior to November 15 of each year during the term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of the Payments or Supplemental Payments due in the next succeeding fiscal year, an amount of Incremental Property Tax Revenues to be collected in such following fiscal year equal to the City’s estimate of the appropriate percentage of the amount of Incremental Property Tax Revenues that could be collected in such year as set out above (the “Appropriated Amount”). Each such estimate shall be based on then current consolidated property tax levy and most recent incremental valuation of the Property.

To the extent the City Council decides to obligate funds for appropriation to the Payments or Supplemental Payments, the City agrees to certify to the Fayette County Auditor by December

1 of each year during the term of this Agreement, an amount equal to the most recently determined Appropriated Amount.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby gives its permission that Developer's rights to receive the Payments and Supplemental Payments hereunder may be assigned by the Developer to a lender without further action on the part of the City. In addition, the City agrees to consider a proposal from the Developer to assign the Developer's rights to receive the Payments and Supplemental Payments hereunder, provided the Developer provides notice to the City of the proposed assignment, at least 30 days prior to the effective date of the assignment, along with the name, address and Tax Identification number of the proposed assignee.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, all as of the day and date written above.

CITY OF OELWEIN, IOWA

By: _____
Mayor

Attest:

City Clerk

BR DEVELOPMENT, LLC

Printed Name:
Email:
Contact:

RESOLUTION NO. _____

Resolution Approving Payment for the Oelwein Residential Tax Abatement Program

WHEREAS, The City of Oelwein created a Residential Tax Abatement Program program to help start the building of new homes and home improvement in the community; and

WHEREAS, The program abates the first \$75,000 in value of the home then refunds the city paid taxes for five years; and

WHEREAS, the city must annually approve this payment to home owners within the community; and

WHEREAS, the City will reimburse on the following schedule

1030 10th Street SE	\$1,151.59
315 9th Avenue SW	\$776.08
1404 East Knoll	\$480.80
1023 2nd Street SW	\$341.19
303 11th Avenue SW	\$449.13
25 11th Avenue SW	\$20.33
1040 10th Street SE	\$476.64
415 5th Avenue NW	\$130.26
	\$3,826.02

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa formally Approves Payment for the Oelwein Residential Tax Abatement Program

Passed and approved by the City Council of the City of Oelwein, Iowa this 11 day of May, 2020.

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

City Administrator

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

Weber
Seeders
Cantrell
Gerdts
Fisk
Stewart

RESOLUTION NO. _____

Resolution Authorizing the Mayor to Sign a Road Construction Agreement
with Fayette County on the City Owned Portion of County Line Road East

WHEREAS, the city has a unique opportunity to improve the intersection of County Line Road and Highway 150; and

WHEREAS, the City of Oelwein will pay the county five payments of \$3,681.42 for a total of \$18,407.07; and

WHEREAS, the city has worked with Bryan Heavy Equipment at 101 County Line road East and they will pay an informal assessment of \$3,000 for the improvement of the road from gravel to asphalt; and

WHEREAS, owns one quarter of this road for 1289 feet and maintains this road with the county through a 28E agreement;

THEREFORE, BE IT RESOLVED by the City Council of the City of Oelwein, Iowa the Mayor is Authorized to Sign a Road Construction Agreement with Fayette County on the City Owned Portion of County Line Road East

Passed and approved by the City Council of the City of Oelwein, Iowa this 11 day of May, 2020.

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

City Administrator

Brett DeVore, Mayor

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

	AYES	NAYS	ABSENT	ABSTAIN
Weber				
Seeders				
Cantrell				
Gerdts				
Fisk				
Stewart				

ROAD CONSTRUCTION AGREEMENT

Bruening Rock Products, Inc., City of Oelwein, Buchanan County, and Fayette County

This construction agreement is hereby entered into between Fayette County, Iowa, the City of Oelwein, Iowa, Buchanan County, Iowa, and Bruening Rock Products, Inc. The purpose of this agreement shall be to define the cooperation between the above parties for improving approximately 1.2 miles of 10th Street on the Buchanan / Fayette county line east of Highway 150. This agreement is in accordance with Section 6 of the existing 28E agreement dated June 28, 1982 that authorizes cooperation between Oelwein and Fayette County and the Fayette Buchanan County Line Agreement approved in November 20, 1989.

This agreement will become effective when and if all parties listed above approve the agreement. Additionally, Bruening Rock Products, Inc. approval is conditional upon zoning approval for limited expansion of their Oelwein Rock Quarry.

WHEREAS:

- (1) The Buchanan County Board of Supervisors, the Fayette County Board of Supervisors and the Oelwein City Council (*Road Owners*) desire to work together in order to save taxpayer money and provide the best possible infrastructure to our citizens on our limited budgets.
- (2) Bruening Rock Products, Inc. is proposing to strengthen and surface 10th Street and bear a substantial amount of the costs in order to provide better serviceability to their quarry trucks, lower the fugitive dust, and improve the road conditions for residents living along the road.
- (3) Bruening Rock Products, Inc. agrees to provide the following:
 - a. 1 foot of Macadam Base (approximately 11,000 tons), 6 inches of $\frac{3}{4}$ to 1 inch Road Stone (approximately 5,500 tons) plus additional stone to complete the radiuses at Hwy 150. Bruening Rock will deliver, place, and water and compact the stone in accordance with the best practices for construction. This work will be done as soon as possible in Construction Year 2020. Bruening Rock will provide all Labor, Equipment, and Material to place the rock for a cost to the Road Owners of \$6.00 per ton.
 - b. 6 inches of HMA in the areas where trucks will be stopping, starting, and turning. Specifically, the radiuses at Hwy 150 extending 350 ft from the edge of Hwy 150 and 350 ft at the east end of the project where Bruening Rock trucks enter and exit the quarry. Bruening Rock is to complete the HMA during Construction Year 2020. The Road Owners will reimburse Bruening Rock for 50% of the cost of the HMA. The total reimbursable cost of HMA is not to exceed half of the \$41,000 HMA cost (based on \$500/ton for binder & \$36.68/ton for mix).
 - c. HMA will be produced & placed according to DOT specification 2303. Binder for the HMA shall be PG58-28S or approved equal. Asphalt design will need to be approved before placement.
 - d. All limestone chips necessary for a double sealcoat or all rock necessary for a double Otta Seal. Chips / Rock will be donated by Bruening Rock free of charge to the Road Owners. The double sealcoat / Otta Seal will be contracted by Fayette County and will be placed in Construction Year 2021.

- (4) Bruening Rock Products, Inc., heirs, successors and assigns agree to donate the limestone or Otta Seal rock for one additional, double sealcoat or rock for one additional double Otta Seal in the future necessary to maintain the surface per the conditions set forth in this agreement.
- (5) The Road Owners agree to split all costs not covered by Bruening Rock in proportion to their road ownership / jurisdiction. These proportions are agreed as follows: 10% the City of Oelwein, 40% the County of Fayette, and 50% the County of Buchanan.
- (6) The County of Fayette will pay all initial costs due to Bruening Rock, will complete all tile and ditch cleanout work and contract for the double sealcoat. Buchanan County and the City of Oelwein will reimburse Fayette County in a reasonable amount of time for costs expended.
- (7) Repayment by the City of Oelwein and by Buchanan County to Fayette County shall be completed within 5 calendar years. The County will not charge interest to the City of Oelwein or Buchanan County during this time. They shall repay a minimum of 1/5 of the total cost annually.
- (8) In order to have clear lines of contracting authority and ensure the construction proceeds expeditiously, the City of Oelwein and Buchanan County authorize Fayette County to act as its Agent with respect to the construction project within their jurisdictional limits. This includes, but is not limited to signing letting and contract documents, approving contract modifications, overseeing construction, and administering the contract. The County will exercise all due care and administer all portions of the project within the City Limits and Buchanan County as their own. The County will keep the Road Owners informed of all substantial issues with respect to construction and costs.
- (9) If the seal coats or Otta Seals fail to hold up and maintenance costs become too high, the Road Owners have the right to return the road to its prior rock road surface condition.

Buchanan County, Iowa
Board of Supervisors

City of Oelwein, Iowa
City Council

(Chairman)

(Date)

(Mayor)

(Date)

(Attest)

(Date)

(City Clerk)

(Date)

Fayette County, Iowa
Board of Supervisors

Bruening Rock Products, Inc.
Principal Owner

(Chairman)

(Date)

(Signature)

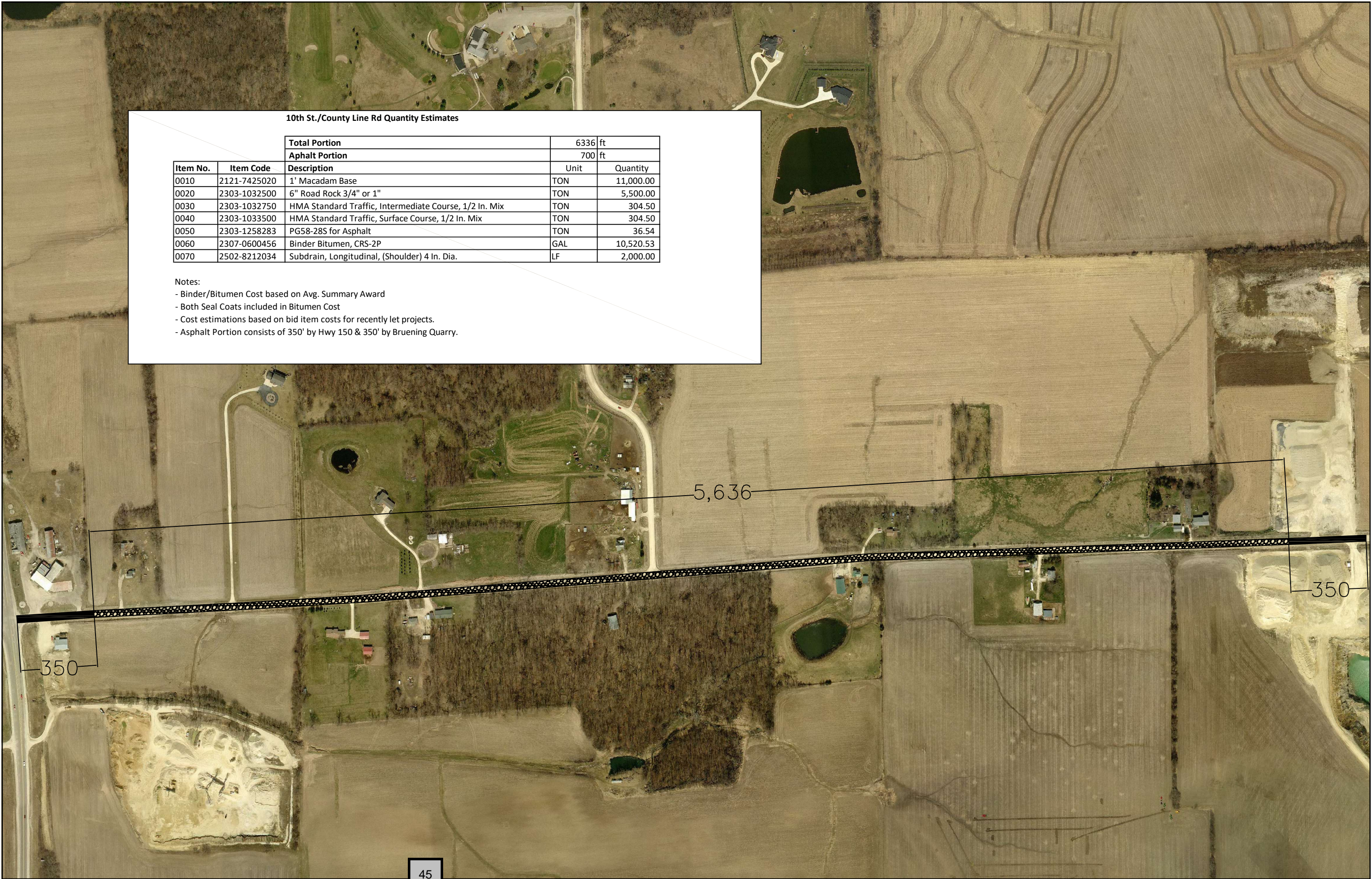
(Date)

(Attest)

(Date)

(Title)

10th St./County Line Rd Quantity Estimates				
		Total Portion	6336	ft
		Asphalt Portion	700	ft
Item No.	Item Code	Description	Unit	Quantity
0010	2121-7425020	1' Macadam Base	TON	11,000.00
0020	2303-1032500	6" Road Rock 3/4" or 1"	TON	5,500.00
0030	2303-1032750	HMA Standard Traffic, Intermediate Course, 1/2 In. Mix	TON	304.50
0040	2303-1033500	HMA Standard Traffic, Surface Course, 1/2 In. Mix	TON	304.50
0050	2303-1258283	PG58-28S for Asphalt	TON	36.54
0060	2307-0600456	Binder Bitumen, CRS-2P	GAL	10,520.53
0070	2502-8212034	Subdrain, Longitudinal, (Shoulder) 4 In. Dia.	LF	2,000.00
Notes:				
- Binder/Bitumen Cost based on Avg. Summary Award				
- Both Seal Coats included in Bitumen Cost				
- Cost estimations based on bid item costs for recently let projects.				
- Asphalt Portion consists of 350' by Hwy 150 & 350' by Bruening Quarry.				



10th St./County Line Rd

		Total Portion	6336 ft			
		Aphalt Portion	700 ft			
Item No.	Item Code	Description	Unit	Quantity	Cost/Unit	Total Cost
0010	2121-7425020	1' Macadam Base	TON	11,000.00	\$6.00	\$66,000.00
0020	2303-1032500	6" Road Rock 3/4" or 1"	TON	5,500.00	\$6.00	\$33,000.00
0030	2303-1032750	HMA Standard Traffic, Intermediate Course, 1/2 In. Mix	TON	304.50	\$36.68	\$11,169.06
0040	2303-1033500	HMA Standard Traffic, Surface Course, 1/2 In. Mix	TON	304.50	\$36.68	\$11,169.06
0050	2303-1258283	PG58-28S for Asphalt	TON	36.54	\$500.00	\$18,270.00
0060	2307-0600456	Binder Bitumen, CRS-2P	GAL	10,520.53	\$5.29	\$55,653.62
0070	2502-8212034	Subdrain Longitudinal, (Shoulder) 4 In. Dia.	LF	2,000.00	\$3.00	\$6,000.00
					HMA Cost	\$40,608.12
					1/2 HMA Cost	\$20,304.06
					Total	\$180,957.68

Based on 3" Deep 24' Wide Road
Based on 3" Deep 24' Wide Road
Based on 6% Asphalt Content
Based on Spread Rate of 0.35 GAL/SY,
cost based off W51 which cost \$1.75/LF (Did 1,250 LF)
this is Splitting HMA Cost 50/50 with Bruening

Notes:

- Binder/Bitumen Cost based on Avg. Summary Award
- Both Seal Coats included in Bitumen Cost
- Cost estimations based on bid item costs for recently let projects.
- Asphalt Portion consists of 350' by Hwy 150 & 350' by Bruening Quarry

Funding Responsibilities	Feet		
Fayette County	5047	\$72,071.77	40%
Buchanan County	6336	\$90,478.84	50%
City Responsibility	1289	\$18,407.07	10%



BRUENING ROCK PRODUCTS, INC.

900 MONTGOMERY STREET, P.O. BOX 127
DECORAH, IOWA 52101
(563) 382-2933

To Fayette County Road Dept.
Attn. Joel Frantz

Proposal upgrade of County Line Road from Hwy 150 to Bruening Rock quarry, a distance of 1.2 miles with a width of 33'.

Materials

11,000 ton 1' Macadam placed, donated by B.R.P.

5,500 ton 6" Class A Road rock placed, donated by B.R.P.

Plus, enough to do radiuses at Hwy 150, donated and placed at a price of \$6.00 per ton as listed.

B.R.P. agrees to core out intersection at Hwy 150. Hold base rock down 6" east at a distance of 350' for 6" Hot-mix Asphalt.

B.R.P. also agrees to prep base rock to allow for 6" of Hot-mix Asphalt at scale entrance into quarry at a distance of 350', with 50' east of scale gate the other 300' going west of gate.

B.R.P. also agrees to pay for 50 percent of the asphalt needed to complete project.

B.R.P. also agrees to supply all seal-coat chips needed for double seal coat for rest of road between two asphalt areas at no charge.

B.R.P. also agrees to supply all equipment and labor needed to do all base work and make ready for asphalt and sealcoat at no charge.

Providing our permit for new quarry expansion is approved by county zoning board. This is what we offer to do, on a time schedule that works for all government parties involved along with Bruening Rock Products.

Bruening Rock Products

Thanks,

Floyd Hackman

B.R.P. ALSO AGREES TO SUPPLY ALL SEAL COAT CHIPS
NEEDED, AT NO CHARGE, FOR ONE DOUBLE SEAL COAT
TO BE PLACED ON THE R 47 WITHIN THE NEXT 15 YEARS.

agreed Floyd Hackman

RESOLUTION NO. _____

RESOLUTION TO SET PUBLIC HEARING ON PROPOSED DISPOSAL BY SALE OF THE CITY’S INTEREST IN 406 3RD AVENUE SE AND ADJACENT PROPERTY, ALL IN OELWEIN, FAYETTE COUNTY, IOWA

BE IT RESOLVED by the Council of the City of Oelwein, Iowa, as follows:

Section 1. The Council of the City of Oelwein, Iowa, hereby proposes to sell the following properties:

406 3rd Avenue SE legally described as a Parcel in Block 5, Oelwein’s 6th Addition, Oelwein, described as: commencing 140 feet west of the Northeast Corner of said Block 5, thence West 175 feet along the North Line of Said Block 5, Thence South 186.9 Feet, Thence East 14 Feet, Thence South 30 Feet, Thence East, 158.7 Feet, Thence North 216.9 Feet to Point of Beginning, Oelwein, Fayette County, Iowa.

And

Parcel B in Block 5, Oelwein 6th Addition, City of Oelwein, Fayette County, Iowa, and More Particularly Described as Follows: Beginning at the Northwest Corner of Said Block 5; Thence South 00 Degrees 03 Minutes 00 Seconds East (Record Bearing) 186.9 Feet Along the East Right-of-Way Line of Iowa Highway #150 (Palace Road) to the North Line of the South 30.0 Feet of said Block 5, Thence South 87 Degrees 00 Minutes 50 Seconds East 36.8 Feet Along said North Line to the West Right-of-Way Line of Second Avenue Southeast; Thence North 02 Degrees 43 Minutes 11 Seconds East 187.2 Feet along said Right-of-Way Line to the South Right-of-Way Line of Fourth Street Southeast; Thence North 87 Degrees 44 Minutes 11 Seconds West 45.8 Feet Along Said Right-of-Way Line to the Point of Beginning Containing 0.177 Acre, Subject to Easements of Record and A Parcel of Land in Block 5, Oelwein 6th Addition to the City of Oelwein, and more particularly Described as follows: Beginning at the Southwest Corner of said Block 5; Thence South 87 Degrees 00 Minutes 50 Seconds East 95.0 Feet Along the South Line of said Block 5; Thence North 00 Degrees 03 Minutes 00 Seconds West 30.0 Feet; Thence North 87 Degrees 00 Minutes 50 Seconds West 95.0 Feet to the West Line of Said Block 5 and the East Right-of-Way Line of Iowa Highway #150 (Palace Road); Thence South 00 Degrees 03 Minutes 00 Seconds East (Record Bearing) 30.0 Feet Along Said West Line and Right-of-Way Line to the Point of Beginning, except that portion lying East of a line from the Southeast corner of Parcel B to the Northwest corner of Parcel G, subject to easements of record; Oelwein, Fayette County, Iowa.

And

A parcel in Block 5, Oelwein 6th Addition, City of Oelwein, Fayette County described as: Commencing at a point 81 Feet East of the Southwest Corner of Block 5, Thence East 14 Feet, Then North 30 Feet, Then West 14 Feet, then South 30 Feet to the point of beginning, Oelwein, Fayette County, Iowa.

Section 2. The clerk is hereby directed to publish notice that a public hearing will be held at 6:00 P.M. on May 26, 2020, at the Council Chambers at City Hall, in Oelwein, Iowa, at which time the Council will hear objections to the sale from any interested party.

Section 3. This Resolution shall be in effect upon its passage and approval as provided by law.

Passed and adopted by the City Council of the City of Oelwein, Iowa this _____ day of May, 2020.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

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
M Weber				
Stewart				
Cantrell				
Gerdts				
Fisk				
Seeders				

From: Josh Ehn <jehn@oelwein.k12.ia.us>
Sent: Friday, April 24, 2020 11:05 AM
To: Dylan Mulfinger <DMulfinger@cityofuelwein.org>
Subject: Street Closure.

Mr. Mulfinger,

I am writing to formally request the ability to close 8th Avenue SE from 1:00pm - 4:00pm on Sunday, May 17 for the ability to hold an outdoor Graduation/Commencement Ceremony and Parade.

We would like to barricade the South end of 8th Ave SE just south of the Wellness Center Entrance, north of Central Office (Not to restrict Mercy One access) and 4th St. SE intersection onto 8th Ave SE.

Additionally, we will be barricading the Middle School Entrance to thru traffic. We would be happy to assist in barricading and manning the barricades so the OPD would not have to - if they would be inclined.

Thank you for your support!
 My best,
 Josh

--



Joshua J. Ehn | Superintendent

Oelwein Community School District

(P): 319-283-3536 (W): www.OelweinSchools.com

(A): 307 8th Ave. SE, Oelwein, IA 50662



OCSD Mission: The Oelwein Community School District does whatever it takes to educate all students.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PUBLIC WAYS OR GROUNDS FOR
OELWEIN COMMUNITY HIGH SCHOOL

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 Community Schools 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
Outdoor Graduation/ Commencement Ceremony and Parade	8 th Avenue SE from 3 rd Street south to 5 th Street	Sunday, May 17, 2020 1:00 – 4:00 P.M.

Oelwein Community High School organizers are authorized to temporarily close the
aforementioned requested streets.

Passed and Approved this _____ day of May, 2020.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

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

M Weber
Seeders
Cantrell
Gerds
Fisk
Stewart

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

**Wings East Pavement Improvements Project
Oelwein, Iowa**

NOTICE IS HEREBY GIVEN:

Sealed proposals will be received by the Deputy City Clerk City of Oelwein, Iowa, in her office at City Hall, 20 Second Avenue SW, Oelwein, Iowa, until 11:00 AM (local time) on June 2, 2020, for the project described as **Wings East Pavement Improvements Project**, Oelwein, Iowa, as herein after described in general and as described in detail in the Bidding Requirements and Contract Documents for said improvements now on file in the office of the City Clerk.

Proposals will be opened and read at the Oelwein City Hall at 11:00 AM (local time) on June 2, 2020. Proposals will be acted upon by the City Council at a meeting to be held at 6:00 PM on June 8, 2020 in the City Council Chambers, Oelwein, Iowa or at such later time as may be designated at said meeting. At 6:00 PM at said meeting, a hearing will be held on the proposed Bidding Requirements, Contract Documents (drawings and specifications) and Estimate of Cost for said project, and at said hearing any interested person may appear and file objections thereto.

The extent of the work involved is as follows:

This project includes a 3.5-inch HMA Overlay on portions of 12th Ave NE, 13th Ave NE, 2nd St NE, and 3rd St NE north of 1st St NE. The project also includes PCC curb/gutter and full depth HMA pavement replacement for portions of 3rd St NE and 13th Ave NE. Other work includes PCC mainline pavement removal, PCC driveway removal/replacement, PCC sidewalk/sidewalk ramp removal/replacement, excavation, topsoil borrow, traffic control, storm sewer, and seeding.

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

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

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

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

The work under the proposed contract shall commence within thirty (30) days of the written "Notice to Proceed". Notice to Proceed shall be issued upon execution of the Agreement by the Contractor with delivery of acceptable bonds and certificate of insurance and execution of the Agreement by the Owner. Work shall be substantially completed by November 6, 2020, and with final completion by November 20, 2020.

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

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

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

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

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

Complete digital project bidding documents are available at www.questcdn.com. Prospective bidders may download the digital plan documents at no cost but must input the Quest project cost number **7064665** on the website's project search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, printing, and working with this digital project information. Website registration is necessary to ensure that prospective bidders remain informed of addendum and other essential communications prior to the bid date. If the prospective bidder has a concern about the validity of the digital information downloaded from www.questcdn.com, then prospective bidder shall access the paper copies on file at the Owner's or the Engineer's office to verify the information in question.

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

Published by order of the City Council of Oelwein, Iowa

City Clerk

May 7, 2020

Mayor & City Council

City of Oelwein
20 Second Ave SW
Oelwein, IA 50662

**West Water Tower Repainting Project
Recommendation of Award**

FOX Ref No: 3406-19A.440

Dear Mayor and City Council:

The City of Oelwein received bids on May 5, 2020 for the West Water Tower Repainting Project. The project consists of repairs and repainting of the 500,000 gallon West Water Tank and miscellaneous associated work.

The City received five bids for the project with the bids ranging from a high bid of \$1,160,000 and a low bid of \$765,220. The Engineer's opinion of probable construction cost was \$752,000. A Bid Tabulation Summary is enclosed for your reference. Maguire Iron, Inc. of Sioux Falls, SD submitted the low bid of **\$765,220**. The low bid is \$13,220 above (1.8% above) the Engineer's opinion of probable construction cost. After the bid opening, a 6th bid was identified that had been addressed incorrectly to UPS and was not delivered to city offices. This bid was not accepted.

FOX Engineering has worked with Maguire Iron, Inc. on a previous water tower project in Hills and believes they have a practical knowledge of the work, adequate equipment and personnel, sufficient schedule, and financial resources to complete the work. Maguire Iron, Inc. has reviewed the Bid and found no errors or omissions in their proposal.

Therefore, FOX recommends that the West Water Tower Repainting project be awarded to Maguire Iron, Inc. for their Total Bid of **\$765,220.00**. We believe this represents the lowest responsive, responsible bid for the project and is in the best interest of the project.

Prior to the City of Oelwein approving the contract, the City's insurance counsel should review the contractor's insurance certificates and performance and maintenance bonds for conformance with the City of Oelwein requirements.

We have enclosed the Notice of Award for your use. If approved, please sign and return to FOX Engineering. We will then submit the Contract Documents to the Contractor for their approval and signature. When they are returned by the Contractor, we will distribute to you for final execution. Please contact us with any questions or comments regarding this recommendation.

Very truly yours,

FOX Engineering Associates, Inc.

Lance Aldrich

Lance Aldrich, P.E.

Enclosures: *Bid Tab*
Notice of Award

CC: *Maguire Iron, Inc*

BID TABULATION

**West Water Tower Repainting
Oelwein, Iowa**

BID DATE: May 5, 2020

FOX PN: 3406-19A

	ENGINEER'S ESTIMATE	Maguire Iron, Inc. P.O. Box 1446 Sioux Falls, SD 57101	MK Painting Inc 4157 Seventh Wyandotte, MI 48192	JR Stelzer 5850 Russel Drive, Suite 1 Lincoln, NE 68507	Classic Protective Coatings N7670 State Hwy 25 Menomonie, WI 54751	TMI Coatings 3291 Terminal Drive St. Paul, MN 55121
CHECK OR BID BOND		X	X	X	X	X
DESCRIPTION		TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
LUMP SUM BID PRICE	\$ 752,000.00	\$ 765,220.00	\$ 900,000.00	\$ 959,300.00	\$ 984,600.00	\$ 1,160,000.00
Adjustment Price No. 1 Line Weld (per LF)	N/A	\$ 120.00	\$ 100.00	\$ 80.00	\$ 65.00	\$ 85.00
Adjustment Price No. 2 Plug Weld (per EACH)	N/A	\$ 50.00	\$ 100.00	\$ 30.00	\$ 100.00	\$ 120.00
Adjustment Price No. 3 Plate Weld (per EACH)	N/A	\$ 250.00	\$ 100.00	\$ 150.00	\$ 250.00	\$ 200.00

BASE BID EQUIPMENT

Equipment Item	Spec Reference	Approved Manufacturer	Approved Manufacturer	Approved Manufacturer	Approved Manufacturer	Approved Manufacturer
Safety Climb Equipment	10 40 00	LAD-SAF by DBI Sala*	LAD-SAF by DBI Sala	LAD-SAF by DBI Sala	LAD-SAF by DBI Sala	LAD-SAF by DBI Sala
Elevated Tank Repainting	09 0 90.60	Sherwin Williams*	Tnemec	Tnemec	Tnemec	Tnemec
High Performance Coatings	09 96 00	Sherwin Williams*	Tnemec	Tnemec	Tnemec	Tnemec

*Selection not indicated by Bidder on the bid form; selection confirmed with Bidder

PREPARED BY:
FOX ENGINEERING ASSOCIATES, INC.
AMES, IOWA

NOTICE OF AWARD

ITEM #25.

Date of Issuance: **May 11, 2020**

Owner: **City of Oelwein** Owner's Contract No.:

Engineer: **FOX Engineering** Engineer's Project No.: **3406-19A**

Project: **Oelwein West Water Tower Repainting** Contract Name:

Bidder: **Maguire Iron, Inc.**

Bidder's Address: **PO Box 1446, Sioux Falls, SD 57101**

TO BIDDER:

You are notified that Owner has accepted your Bid dated May 5, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **Oelwein West Water Tower Repainting**

The Contract Price of the awarded Contract is: \$ 765,220.00

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

References

Hills, IA

200MG Sphere
Fox Engineering
P: 515-233-0000
Contract: \$767,945
Completion: 2015

Southern Iowa Rural Water Association

40 Tank Maintenance Program
Dan McIntosh, General Manager
P: 641-782-5744

Lake City, IA

500MG Hydropillar & 70,000 STP
Ext/Int Paint & Repair
Eric Wood, City Administrator
P: 712-464-3111
Contract: \$502,576
Completion: 2023

Orient, IA

100MG Hydro
Ext. Paint w/Cleanout
Gary Lowe, Water Superintendent
P: 641-337-5713
Contract: \$37,050
Completion: 2019

Laurens, IA

250MG Sphere
Ext/Int. Paint w/Containment
Julian Johnsen, Public Works Director
P: 712-841-4526
Contract: \$201,000
Completion: 2019

Monroe, IA

50MG Cone
Ext/Int Paint & Repair
Terry Buckingham, Water Superintendent
P: 641-259-2319
Contract: \$270,711
Completion: 2021

Greenfield, IA

500MG Sphere
Ext Paint & Repairs
Scott Tonderum, General Manager
P: 641-743-2914
Contract: \$263,155
Completion: 2024

Maxwell, IA

200MG Sphere
Ext/Int Paint
Tony Ness, Water Superintendent
P: 515-387-8655
Contract: \$116,808
Completion: 2021

Le Mars, IA

1.0MMG Hydro
Ext/Int Paint & Repair
Rich Sudtelgte, Water Superintendent
P: 712-546-5555
Contract: \$722,225
Completion: 2022

Lake Mills, IA

500MG Sphere
Ext/Int Paint & Repair
Ross Hanson, Public Works Director
P: 641-592-2441
Contract: \$99,000
Completion: 2019



To: Mayor and City Council

From: Dylan Mulfinger

Subject: Status of the Oelwein Aquatic Center 2020

Date: 5/11/2020

The City of Oelwein has the difficult decision to make concerning the Oelwein Aquatic Center and its 2020 season. This decision is not easy, and staff has worked to determine the best choice for the community. Staff has contacted pool staff and learned that most staff members would work should the city open the pool. Staff called season pass holders and learned that if the pool opened this summer parents would still send their children to the pool. While this information is positive, it does not take into account the work that will be required to operate the pool in 2020. The City will have to follow all state and federal guidelines to have the pool open during the 2020 season. This means supplying more PPE and needing more staff for more rotations.

Parks Superintendent Josh Johnson has done a great job of preparing material to show what must occur to open the pool. The city will have to use extensive amount of time from the parks staff on top of the pool staff to monitor the pool this season. This will slow down progress in the Parks Department in 2020. While progress in 2020 is already difficult, the added requirements to keep the pool open provide for more reasons to close the facility than to open the facility.

Maintaining social distance in the pool will be difficult as the pool environment is designed for children to engage other children and enjoy their time. Once a pool patron decides not to follow the rules, they jeopardize the health and safety of other patrons, and most importantly pool staff. Regardless of personal feelings on the pandemic, the city does not have enough information to ensure the pool will be a safe place this summer for families to enjoy.

The city takes a loss on the pool each year near \$75,000. This loss could be as high as \$100,000 if community members choose not to attend the pool this summer. The city will go into the 2021 fiscal year knowing that revenues will be down from the pandemic. Taking out the emotion and looking at the financials, it is clear to not hold a 2020 season for the pool.

I, the City Administrator, love the Oelwein aquatic center. I love that I can walk to the pool with my family and enjoy a wonderful facility in the late afternoon. I believe the Oelwein Aquatic Center is a joyful asset to the community. I grew up going to the pool all the time even though I lived in the country. The pool is an important pass time for community members in the summer. I do not want to take the pool away from the children or families of the community, but I understand 2020 is not a regular year. It is my professional recommendation that the city do not open the Oelwein Aquatic Center for the 2020. Should council persist that the Aquatic Center be open, staff will create a plan to open the pool with several restrictions.



PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation

Oelwein.fun

Oelwein Family Aquatic Center

CDC parameters – to be released third week of May

1. Distancing of 6' or greater
2. Facemask usage – everyone except those in water
3. Increase frequency of disinfecting in high touch areas
4. Lifeguards responsible for watching pool area, not monitoring social distancing

Front Desk Employees

- Wear masks and gloves at all time
- Wipe down all counters and register on a usage basis
- Mark out spots on floor for social distancing
- Track number of patrons that will be limited to state specifications
- Do not allow patrons to touch counters

Shower House

- Shower areas would be disinfected at beginning and end of day
- Lockers would be off limits to patrons
- Toilets and sinks and shower controls would need to be constantly disinfected
- Limit toilet paper to one roll per stall
- Down guard would constantly go through showers to disinfect
- Markings on floor for direction of flow
- Offer outside showers

Guards

- Guard room would need to be disinfected before/after/ and during shift
- Leave all lounge chairs and deck chairs in storage
- Wear masks and gloves when completing morning and evening chores
- Wear masks until arrive at elevated guard station
- Leave cleaning supplies at each chair to disinfect
- Sanitize rescue tubes every rotation, assign tube to lifeguard per shift
- Lifeguards wear masks to chairs/not while on chairs

Swim Team

- If even have season
- Trainings with team leaders
- Social distancing and sanitizing measures enforced



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Trainings

- COVID-19 basics with all employees
- Cleaning/ wearing PPE
- Have several weekly staff meetings to reduce the number of employees gathering
- Red Cross guidelines
- Blended learning for guards for limited contact
- Utilize BVM masks for rescues
- Hospital EMT training
- Red Cross defaulting to states for distancing measures
- CPR portions in person, not online preference for new guards
- IPDH/Red Cross who's guidelines do you follow
- Lifeguards considered essential so can get certified as first responders

Concessions

- Wear gloves and mask at all times
- Disinfect all surfaces before, during and after shifts
- Keep patrons away from counter to pay
- Place markings on floors to show distancing/ arrows on floor to direct traffic.
- Order at north window, pick up food at south window
- If open, limit food to single wrapped items
- Empty refuse numerous times during the day
- Reduce number of tables/eliminate
- Need additional staff to clean area THEN disinfect
- Sanitize gloves after every transaction

Facility

- Eliminate slide, diving boards, tiki hut due to so many common areas
- Need additional staff to police social distancing
- Markings on deck to guide flow of patrons
- Social distancing and proper techniques posted throughout facility
- Everyone on the deck is required to wear a mask
 - Patrons take off mask when enter pool
 - Lifeguards need masks on elevated chair?
 - In 90 degree weather going to get extremely hot
 - Guards will pull down to cool off and expose themselves
 - H2O levels bad to wear a mask for hours
 - Distraction of mask-will need to rotate head more for full view of area
 - Whistle usage issue with a mask on
 - Pull mask off when jump in for rescue, then exposed
- Bleach water disinfect the deck area
- Limit numbers of admission to ensure proper distancing during breaks
- No toys/inflatables



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Lessons/Programming

- Limit size of lessons
- Training with instructors
- Constant reminder of patrons rules of distancing
- Do not open to open swim
- Lap swim and lessons
- Family lessons-parent/child

Season Passes

- Do not offer season passes
- Only offer daily admission

Pump Room

- Wear gloves and mask into pump room
- Limit area to certain staff members
- Disinfect after each use

Season

- School start date is set at August 25th for now
- Are we taking away a ton of PPE from community to open this facility?
- Heavily reduced income do to restrictions, is it worth financial and health risk of opening?
 - Normal pool capacity 625
- If not open for public
 - Fill pool regardless, to protect facility
 - Fill pool for month to keep equipment moving/up to date
 - Can you promise social distancing – no
 - Prepare public if fill and not open
 - Heavy financial losses due to very limited numbers of patrons
 - Extra staff, PPE to disinfect facility
 - Pat Dillon/IMWCA – liability of filling and not staffed
 - Limit on number of people to let in
 - Numbers allowed in showers, front area, pool deck, pool
 - If have weather emergency (severe lightning storm), limited to how many people you can have in safe area
 - Concerns:
 - Leaving pumps sit idle for two years
 - Shell cracking due to sun with not water to protect, estimated 60k for new shell plaster
 - Joints/valves drying
 - Disease incubating in piping that will get hot with no water
 - Oelwein facility does not completely drain; the pool is designed to hold water through winter to keep diving well from heaving in spring when the frost coming out of the ground.

**PARKS / CEMETERY / AQUATICS / CAMPGROUND****Park and Recreation****Oelwein.fun****Options:**School start date is set at August 25th for now**Opening**

- | | |
|--|----------|
| 1. Open the facility for Memorial Day Weekend | 12 weeks |
| • Continue on schedule and fill week of May 18 th | |
| 2. Open the facility June 15 th | 10 weeks |
| • Fill now and wait until June 15 th to open | |
| • Open for season | |
| • Drain or leave water in until Aug. if don't open | |
| 3. Open facility June 29 th for July 4 th week | 8 weeks |
| • Fill June 15 th for chemical and trainings | |
| 4. Open facility to just complete swim lessons | 6 weeks |
| 5. Open concessions or not at all | |

Not Opening

1. Leave the facility as is and not fill
2. Fill it and run it for 12 weeks with bare minimum of chemical
 - No heater
3. Fill it and run it for a month then drain
 - No heater

Full operational chemicals and utilities

- \$4-6k Hydrochloric acid – used to keep pool water pH in balance
- \$8-9k Chlorine/Stabilizer/Sunscreen/Shock
- \$25k Gas/electricity – varies depending on weather

Right now – other communities

- | | |
|-----------------|---|
| • Grinnell | filling just to protect |
| • Sioux City | Filling in next 2 weeks, won't open at least into June |
| • North Liberty | Plan to fill and circulate by end of month to see if open |
| • Orange City | Ready to fill |
| • Mason City | Power washing not filling |
| • West Union | Power washed waiting to see if can open |
| • Norwalk | Cleaning and prepping in case open |
| • Oelwein | Power washing waiting to see if can open |

Jeanne Berg – Swim team Coach

The Big Six club as a whole had a discussion recently. We all would like to have some kind of a season if possible even if it is a short one. USA swim meets have been suspended until May 30th. If this is extended, then our season will not happen. We also are all waiting to see what our local pools will be doing.

Thanks for reaching out to me.

Jeanne

Joshua Johnson MA
Oelwein Park Superintendent



**PARKS / CEMETERY / AQUATICS / CAMPGROUND****Park and Recreation****Oelwein.fun****FROM:** Joshua Johnson MA Parks Superintendent**TO:** City Administrator Dylan Mulfinger – Mayor Brett Devore – Oelwein City Council**SUBJECT:** Aquatic Center Variable Frequency Drive, Controller, and Mag Meter**DATE:** 05-11-2020

The City of Oelwein has chosen to have Lime Energy Company convert the lighting to LED lights at the aquatic facility that requires no upfront costs to the City. With the CIP funds available, the City would like to complete an energy and equipment saving variable frequency drive project at the aquatic center. Pool pumps consume a vast amount of energy. To reduce costs associated with water circulation, Variable Frequency Drives are now available to lower consumption that also extend the pump's motor life. Variable frequency drives (VFD) allow the pump to run at its most efficient point and maintenance costs drop due to motor protection, motor soft start and a significant decrease in water hammer protecting the shaft and impeller. Installing a VFD to your pump immediately lowers energy costs by 5 to 10 percent by simply dialing in the pump where it actually needs to be.

The Acu Drive XS™ offers built-in intelligence for increased performance in all aquatic pump applications. Specified to save energy, space, costs and time, the Acu Drive XS offers very fast return on investment. The Acu Drive allows the pump to run at its most efficient point on the curve. Preventative maintenance costs will drop due to motor protection, motor soft start, and a significant decrease in water hammer protecting the shaft and impeller. Up to an additional 5% savings due to the Acu Drive's ability to balance power phase and harmonic suppression. Built with powerful standard and optional features specifically designed for energy optimization, the Acu Drive is perfectly matched with the full line of Pentair Water Commercial Pool and Aquatics' pumps.

- Save up to 60% or more on pump's electricity usage
- "Right-size" your pump to the exact flow required
- Saves energy with constant flow as the filters gets dirty (with optional flow sensor)
- Off-hour flow management capability
- Does not blow corrosive filter-room air across the circuitry
- High efficiency up to 98% - adjusts drive input voltage for best efficiency point
- Eliminates need for motor starters
- Integrated disconnects, fusing and optional bypasses
- 2-step ramps (Soft Start Feature)
- Real-time clock for time based functions
- Overload trip protection protects motor and Acu Drive from Voltage Spikes and phase unbalance
- Can connect to an IntelliTouch system
- Up to a 6 year on-site warranty available
- Start-up available with every drive (technical training option available)
- Indoor & Outdoor-rated enclosures
- One drive type for the full power range



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Quotes:**VFD - 40HP, 3PH 460V with bypass Standard 3 yr. factory warranty**

Carrico Aquatic Resources	\$9,203.00 + Shipping	+ \$800 install, startup, operator training	\$10,003
Pool Tech	\$8,986.00	\$880 6-year extended warranty	\$9,866

BECSyS 5 Controller - Comes standard with integral Ethernet port, RS232/USB PC connection port, and can be programmed to send alarm notifications by email and/ or text message. Included BECSys for Windows software provides operational data logs, graphs and event calendars. Also includes flow cell, sensors (ph, ORP, Temp), and safety flow switch and installation fittings. Manufacturer offers 5-year warranty on electronics and 2-year warranty on sensors.

Carrico Aquatic Resources	\$4,443.00 + Shipping	+ \$800 install, startup, operator training	\$5,243
Pool Tech	\$3,365.00		\$3,365

10" Magmeter

Carrico Aquatic Resources	\$1,773.00 + Shipping		\$1,773
Pool Tech	\$1,677.00	*If fitting is not needed subtract \$480.00	\$1,677

Totals:

Carrico Aquatic Resources	\$17,019	Pool Tech	\$14,908
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CIP Aquatics Funding:

	Budgeted		Planned
Decking	\$5,301	Decking	\$4,196
LED	\$13,803	VFD	\$14,908
Shade	<u>\$7,800</u>	Shade	<u>\$7,800</u>
	\$26,904		\$26,904

Joshua Johnson MA
Oelwein Park Superintendent





Oelwein Municipal Airport FBO Lease July 1, 2020 to June 30, 2021

THIS AGREEMENT, made and entered into the date executed below, between the City of Oelwein, Iowa, hereinafter referred to as the Lessor, and George J. Tegeler, d/b/a Tegeler Aviation, LLC, hereinafter referred to as Lessee.

WHEREAS, Lessor owns and operates the Oelwein Municipal Airport and the Lessor is willing to lease to the Lessee certain premises hereinafter more fully described and located on said airport upon the terms and conditions and stated herein;

WHEREAS, the said leased premises may be used for the operation of a flight training school, aircraft maintenance and repair, aircraft charter, aircraft sale and rental, and sales of aircraft gasoline and oil. Lessee may also conduct his business on premises relating to sales and services of aircraft, and building and constructing various makes and models of experimental aircraft. Lessee, at Lessee's option, may conduct additional business activity on the leased premises, which is permitted by, or not prohibited, by law and expressly approved in writing, in advance, by the Lessor upon a written proposal submitted by Lessee. Lessee must keep 100LL and Jet A fuel on hand for resale to local and transit aircraft, or as allocated, and have fuel service available from 8:00 a.m. to 5:00 p.m. Monday through Friday and as requested or deemed necessary and,

WHEREAS, under the terms of the Lease, the Lessee shall be responsible for operating a base radio and communications equipment, which is located in buildings that Lessee occupies, at all times from 8:00 a.m. to 5:00 p.m. Monday through Friday and as requested or deemed necessary.

NOW THEREFORE, in consideration of the rent, covenants and agreements herein contained, Lessor does hereby lease to Lessee, maintenance hangar and an office in the Terminal Building.

1. Compensation for grounds keeping paid to FBO is \$2,875 per month (34,500 annually) from July 1, 2020 thru June 30, 2021. Said amount to be payable to Lessee monthly with the amount being due by last day of each month. It is understood that the designated office space is for the exclusive use of the fixed base operator, but the public lounge and restroom area in the administration buildings are public use facilities.

- A. Lessee shall provide for and supply at its expense all janitorial and custodial service with respect to the buildings and facilities associated with the leased premises and shall maintain all premises in a clean and accommodating appearance for persons using the same during normal hours of operation or when requested or necessary, except that Lessor shall supply janitorial supplies for the public lounge (designated room A) and

restroom areas in the administration buildings herein designated as public-use facilities.

- B. Lessee shall attend to necessary maintenance, involved in keeping runways, and adjoining areas, taxi-ways and lawn areas mowed, and free of snow as required, provided Lessor will furnish equipment and fuel for mowing and snow removal.
- C. Lessee shall provide labor for basic preventive maintenance and repairs on buildings, facilities, grounds and equipment. Any major repair, rebuilding or alteration, including painting, seeding, overhauling, building or similar matter shall be the responsibility of Lessor as listed in the FBO contract duties.
- D. Lessee shall enforce any rules or ordinances of the City applicable to the Oelwein Municipal Airport.

2. The term of this Lease shall be for the period commencing at midnight on July 1, 2020 through to and ending at midnight on June 30, 2021.

3. Lessee shall maintain a log of all airport activity. Lessee shall report as needed to Lessor through the City Administrator or his designee all important, unusual and otherwise pertinent information. Lessee shall attend the monthly Airport Advisory meetings and submit an activity report including, but not limited to: the number of take-offs and landings, identity of businesses using the airport facilities, type of aircraft (single twin or jet), and all other activities. Lessee shall also have an attendant present, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Lessee shall comply with the courtesy car and FBO protocol incorporated herein by this reference and attached marked as Exhibits A.

4. It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 208 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting activities of an aeronautical nature.

5. Insurance. The Lessee shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Lessee's operations under the Contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All such insurance shall be subject to the approval for the City for adequacy of protection, and shall include a provision preventing cancellation without thirty (30) days' prior notice to the City in writing.

- A. Liability Insurance Requirements. The Lessee shall procure and maintain, at its own expense liability insurance as hereinafter specified. The liability insurance required is as follows:
 - 1. Commercial General Liability Insurance issued to the Lessee and protecting it from all claims for personal injury, including death and all claims for destruction of or damage to property arising out of or in connection with any operation under his Contract, whether such operation be by himself or by a subcontractor under him, or anyone directly or indirectly employed by the

Lessee or by a subcontractor under him, or by anyone for whose acts any of them may be liable.

All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of one occurrence for bodily injury, including, death, and property damage. The General Liability policy should have a general aggregate limit of \$2,000,000 for all damages and a products completed operations aggregate of \$2,000,000 for all damages.

All such insurance shall be written on a comprehensive policy form and shall specifically cover products and completed operations. Certificates evidencing the issuance of such insurance, addressed to the City, shall be filed within ten (10) days after the date of the execution of the contract.

2. The policy shall include the City as an additional insured. The insurer shall give the City notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy or of any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the City at least thirty (30) days' prior written notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy.

- B. Workers' Compensation Insurance. The Lessee shall maintain at his own expense Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the Lessee in accordance with the provisions of the laws of the State of Iowa. The Lessee shall furnish the City with a certificate giving the evidence that the Lessee is covered by the Workers' Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions. This policy should also include Employer's Liability Insurance with minimum limits of \$500,000 each accident for bodily injury, \$500,000 each accident for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease.

6. Special Provisions. All liability policies which include the City as an additional insured shall include a Governmental Immunities Endorsement pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

- A. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and including the City as an Additional Insured does not waive any of the defenses of governmental immunity available to the City under Iowa code Section 670.4 as it now exists and as it may be amended from time to time.
- B. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time

to time.

- C. Assertion of Government Immunity. The City shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
- D. Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the City under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City.

7. Lessee agrees to observe and obey reasonable rules and regulations with respect to the use of the premises; provided, however, that such rules and regulations shall be consistent with safety and with rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the airport; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Lessee's aircraft at the airport. Lessee and all of its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the Lessor, the United States of America or any Department or Agency thereof, and the State of Iowa.

8. Lessee shall not assign, sublet nor hypothecate this Lease without the written consent of the Lessor, except that said Lease may be assigned by Lessee to any corporation owned by, or that in which it may become shareholder of, but such assignment shall not relieve or release the Lessee from the terms and obligations of this Lease insofar as the Lessor is concerned.

9. Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not discriminatory prices for each unit of service; provided the Lessee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

10. Lessor agrees to pay for lights, "T" hangar lights, wind sock light, wind "T" lights, security lights, repair and maintenance radio and communications equipment at the airport.

11. Lessor reserves the right to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

12. Lessor reserves the right to seek Federal and/or State funds to develop and improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit and without interference or hindrance from the Lessee.

13. Lessor reserves the right to take any action it considered necessary to protect the aerial approaches of the airport against obstructor, together with the right to prevent Lessee from creating, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

14. During time of war or national emergency Lessor shall have the right to enter into an

agreement with the United States Government for military or naval use of part or all of the landing area and publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, so far as they are inconsistent with the provisions of the agreement with the Government shall be suspended.

15. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and United States relative to the maintenance, operation or development of the airport.

16. The Lessee will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of Federal Aviation Regulations. The Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.

17. The Lessee agrees that no signs or advertising material shall be placed or erected upon the leased premises without the prior written consent of the Lessor.

18. Lessee shall not allow pets to be kept on Airport grounds.

19. Lessee shall not use City vehicles or equipment for personal use.

20. In consideration that the aircraft fuel system is provided to the Lessee at no cost, the Lessee agrees to submit an invoice, as needed, of his cost of the fuel purchased for approval of his proposed retail price. As demand dictates Lessee will provide aircraft maintenance, aircraft rental and flight training. Lessee will pay Lessor flow fee of \$.10 per gallon for all aircraft fuel and Jet A fuel pumped. Lessor agrees to pay losses incurred on Jet A fuel up to 1000 gallons if fuel age extends beyond one year from last Jet A purchase date. Lessee will provide a report each month on the fuel usage and will provide payment to the city on the last day of each month for the flow fee.

21. In the event the Lessee fails to pay the rent hereunder within ten days after the same shall become due, or in the event Lessee shall violate any of the terms or conditions of this Lease, and shall fail after a thirty day notice in writing from Lessor to rectify such violation, Lessor may, at is option, declare this Lease canceled and terminated and shall be entitled to immediate possession of the leased premises.

22. Lessor reserves the right to enter upon the leased premises at a reasonable time for the purpose of making any inspection it may deem expedient.

23. This Lease may be terminated for non-compliance of FBO Operations at any time hereafter by either party giving the other sixty days' notice of intention to so terminate the same, or this notice shall be by registered mail. This Lease may not be assigned without the written consent of the opposite party affected thereby.

24. At the expiration or termination of this lease, the Lessee agrees that it will give peaceful possession of the leased premises in as good condition as they now are, ordinary wear and tear excepted.

25. Lessee will provide a report monthly to the Airport Board and the City Administrator

on the activities of the airport.

26. This agreement shall extend to and be binding upon the heirs, executors, administrators, trustee, successors, receivers and assigns of the parties hereto.

Dated at Oelwein, Iowa, this _____ day of _____, 2020.

CITY OF OELWEIN, IOWA

TEGELER AVIATION, LLC

By: _____
Brett DeVore, Mayor

By: _____
George J. Tegeler

NOTE: The intent of this Contract is to be an Agreement between a Lessor and Lessee. It is not to be interpreted as an employer, employee relationship and shall not be construed by anyone as such.

We have prepared a quote for you

switch & server upgrades

Quote # 061736
Version 1

Prepared for:


City of Oelwein

Dylan Mulfinger
DMulfinger@cityofuelwein.org

Down Payment

Description	Price	Qty	Ext. Price
A down payment of 50% will be required on all purchases with a total of \$10,000 or greater. After approval of quote, an invoice for the down payment amount will be sent, orders will be placed after invoice is paid.			

Extreme Switching

Description	Price	Qty	Ext. Price
Extreme Networks 210 - 48 Port PoE 48 - 10/100/1000 (PoE+)  4 - SFP	\$1,159.00	1	\$1,159.00
ExtremeWorks - 4 Hour 4 Hour Advanced Hardware Replacement - 1 Year 210 - 48 Port PoE	\$189.00	1	\$189.00
STARTECH.COM 1 FT CAT6 CABLE - BLUE SLIM CAT6 PATCH CORE - SNAGLESS - LSZH - PATCH CABLE - 1 FT - BLUE	\$3.50	60	\$210.00
C2G 6FT CAT6 SNAGLESS SHIELDED (STP) ETHERNET NETWORK PATCH CABLE - BLUE	\$5.25	10	\$52.50

Subtotal: **\$1,610.50**

Services

Description	Price	Qty	Ext. Price
<p>Project Scope</p> <p>Move servers, network switches, firewall from temporary location back into City Hall after the Asbestos removal is completed.</p> <p>In new server room, patch network drops for workstations. Patch in servers, wireless access points, and video cameras. Verify network and internet connectivity is restored after servers and network equipment is online in the new data closet.</p> <p>Assumptions:</p> <p>Data Cabling vendor will provide cooling and power needs for new server closet. Data cabling will be centrally located in this closet</p> <p>Data Cabling vendor will punch down drops into a punch down block that will be mounted in our rolling rack that will move to the new server room.</p> <p>Data Cabling vendor will provide a demarc extension from the basement into the new server room.</p> <p>City Hall staff will be moving their own workstations and equipment back into City Hall. BerganKDV will focus on infrastructure equipment (servers, switches, video cameras, internet, etc). We will however be available to assist with reconnecting machines if users need help.</p> <p>There will be a 2-month time period where equipment must be moved from City Hall to a temporary location (TBD). We will cover that move as a Time and Materials project since we don't have all the details for that location yet.</p>	\$3,000.00	1	\$3,000.00

Subtotal: \$3,000.00

switch & server upgrades

Prepared by:

ICR

Dave Wyant
(319) 433-3719
dave.wyant@bergankdv.com

Prepared for:

City of Oelwein

20 2nd Ave SW
Oelwein, IA 50662
Dylan Mulfinger
DMulfinger@cityofuelwein.org
(712) 870-0617

Quote Information:

Quote #: 061736

Version: 1
Delivery Date: 04/22/2020
Expiration Date: 01/31/2020

Quote Summary

Description	Amount
Extreme Switching	\$1,610.50
Services	\$3,000.00

Please DO NOT pay from quote. An invoice will be generated after authorization. Total: **\$4,610.50**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

Terms and Approval

By signing and returning this Quotation, I authorize BerganKDV to order the above products. I also agree, upon delivery of the above products, to pay BerganKDV any and all amounts due. Unless explicitly specified in the above quotation details, labor hours required to deliver, install, configure, and/or support the above products is not included in the quoted price. In some cases, an amount will be due prior to ordering. Additional shipping charges may apply. Prices are subject to change without notice.

WARRANTIES AND DISCLAIMERS

A) Limitation of liability. BerganKDV shall not be liable to client under any circumstances for client's loss of the use of its network or related systems. In no event shall vendor be liable to customer for any indirect, special or consequential damages or loss profits arising out of or related to this agreement or the performance of services hereunder or any breach thereof even if vendor has been advised of the possibility thereof. Vendor's liability to customer hereunder, if any, shall in no event exceed the total amount paid to the vendor hereunder. In no event shall vendor be liable to customer for any damages resulting from or relate to any failure or delay of vendor in the performance of services hereunder.

B) Negation of Warranty. Vendor does not warrant the services performed hereunder or the accuracy or correctness of the results of the services, and there are no warranties, express or implied, including, but limited to warranties of the merchantability or fitness for any particular purpose.

INDEMNIFICATION

City of Oelwein hereby agrees to indemnify and defend at its sole expense: BerganKDV, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon City of Oelwein use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, City of Oelwein agrees to pay any judgment and costs associated with such claim.

RETURNS

Eligible returns must be made with 15 days in the original packaging in like new condition. There may be shipping costs as well as 20% restocking fee on items that can be returned. BerganKDV reserves the right to deny any returns or exchanges. Check with your account manager for details.

We have prepared a quote for you

server upgrades

Quote # 063532
Version 1

Prepared for:

City of Oelwein

Dylan Mulfinger
DMulfinger@cityofuelwein.org

Down Payment

Description	Price	Qty	Ext. Price
A down payment of 50% will be required on all purchases with a total of \$10,000 or greater. After approval of quote, an invoice for the down payment amount will be sent, orders will be placed after invoice is paid.			

Dell Hardware

Description	Price	Qty	Ext. Price
Dell PowerEdge R440 Server Intel Xeon Silver, 2.5Ghz 8C 96GB Memory, 4 DIMM (7) 480GB RI SSD Drive RAID 6 Keyboard and Optical Mouse Dual Gigabit Ethernet Ports DVD ROM Drive iDRAC Enterprise Redundant Power Supply with Dual Cords 3Yr Hardware Warranty Repair: 7x24x 4 Hour Onsite	\$6,799.00	1	\$6,799.00
Smart-UPS 1500VA LCD RM 2U 120V with Network Card APC by Schneider Electric Smart-UPS 1500VA LCD RM 2U 120V with Network Card - 2U Rack-mountable - 3 Hour Recharge - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R	\$1,070.00	1	\$1,070.00
APC by Schneider Electric Service Pack - 3 Year Extended Warranty - Warranty - Exchange - Parts - Physical Service APC by Schneider Electric Service Pack - 3 Year Extended Warranty - Warranty - Exchange - Parts - Physical Service	\$145.00	1*	\$145.00

*Optional Amount: **\$145.00**

Subtotal: **\$7,869.00**

Microsoft Software

Description	Price	Qty	Ext. Price
User Migration Bundle	\$16.00	33	\$528.00

Subtotal: **\$528.00**

Services

Description	Price	Qty	Ext. Price
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Services

Description	Price	Qty	Ext. Price
Project Scope Phase 1 - Server Hardware changes Pre-Project meeting Setup/Configure ESXi + firmware Install/Configure OMSA & iDRAC Firewall port updates/changes V2V Existing VMs - SERVER01 & SERVER03 Setup/Configure/Test Backups Install UPS and configure auto shutdown of virtual servers Final Backup and Decommission SERVER (2003 OS) Decommission old VMWare host Documentation Misc. Project Items Training Phase 2- O365 Migration Setup Office 365 console Perform test migration Perform full migration Perform final migration and email cut-over Reconfigure Outlook clients Reconfigure mobile devices (setup 1 or 2 and provide instructions) Reconfigure email relay items Reconfigure shared, room, and equipment mailbox permissions Migrate shared, room, and equipment mailboxes Customize Office 365 logon page Setup Sharepoint online basic file/folder structure Basic Sharepoint permissions review Setup AD password sync Decommission old Exchange High level admin training Documentation Travel *Direct send will be configured for any scan to mail devices; maximum troubleshooting of 2 hours included in project scope *Outlook 2013 or newer required for maximum compatibility with maximum 2 hours troubleshooting issues; Time troubleshooting other versions will be outside of scope *Users will encounter some level of email interruption. BerganKDV Technology will mitigate the interruption as much as possible. *User devices must be available on conversion day or those devices will be handled outside of scope	\$9,900.00	1	\$9,900.00

Services

Description	Price	Qty	Ext. Price
Subtotal:			\$9,900.00

server upgrades

Prepared by:

Cedar Valley

Dave Wyant
(319) 433-3719
dave.wyant@bergankdv.com

Prepared for:

City of Oelwein

20 2nd Ave SW
Oelwein, IA 50662
Dylan Mulfinger
DMulfinger@cityofuelwein.org
207

Quote Information:

Quote #: 063532

Version: 1
Delivery Date: 05/05/2020
Expiration Date: 06/30/2020

Quote Summary

Description	Amount
Dell Hardware	\$7,869.00
Microsoft Software	\$528.00
Services	\$9,900.00

Please DO NOT pay from quote. An invoice will be generated after authorization. Total: **\$18,297.00**

*Optional Expenses

Description	Amount
Dell Hardware	\$145.00

Optional Subtotal: **\$145.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

Terms and Approval

By signing and returning this Quotation, I authorize BerganKDV to order the above products. I also agree, upon delivery of the above products, to pay BerganKDV any and all amounts due. Unless explicitly specified in the above quotation details, labor hours required to deliver, install, configure, and/or support the above products is not included in the quoted price. In some cases, an amount will be due prior to ordering. Additional shipping charges may apply. Prices are subject to change without notice.

WARRANTIES AND DISCLAIMERS

A) Limitation of liability. BerganKDV shall not be liable to client under any circumstances for client's loss of the use of its network or related systems. In no event shall vendor be liable to customer for any indirect, special or consequential damages or loss profits arising out of or related to this agreement or the performance of services hereunder or any breach thereof even if vendor has been advised of the possibility thereof. Vendor's liability to customer hereunder, if any, shall in no event exceed the total amount paid to the vendor hereunder. In no event shall vendor be liable to customer for any damages resulting from or relate to any failure or delay of vendor in the performance of services hereunder.

B) Negation of Warranty. Vendor does not warrant the services performed hereunder or the accuracy or correctness of the results of the services, and there are no warranties, express or implied, including, but limited to warranties of the merchantability or fitness for any particular purpose.

INDEMNIFICATION

City of Oelwein hereby agrees to indemnify and defend at its sole expense: BerganKDV, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon City of Oelwein use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, City of Oelwein agrees to pay any judgment and costs associated with such claim.

RETURNS

Eligible returns must be made with 15 days in the original packaging in like new condition. There may be shipping costs as well as 20% restocking fee on items that can be returned. BerganKDV reserves the right to deny any returns or exchanges. Check with your account manager for details.

IOWA CONTAMINATED SITE ENVIRONMENTAL COVENANT

This IOWA CONTAMINATED SITE ENVIRONMENTAL COVENANT ("Environmental Covenant") dated April 28, 2020 is established pursuant to Iowa Code (IC), Chapter 455I entitled Uniform Environmental Covenants Act.

RECITALS:

Union Pacific Railroad Company, a Delaware corporation ("Grantor"), and the Iowa Department of Natural Resources ("Department") in its capacity as an agency of the State of Iowa, enter into this Environmental Covenant, for the purpose of subjecting certain affected real property owned by Grantor and legally described below, to certain activity and use limitations in accordance with the terms and conditions as specified and the authorities granted the Department in Iowa Chapter 455I § 455B.103(7), and Department rules in Chapter 567 Iowa Administrative Code (IAC) 133.

AGREEMENT:

1. **Affected Property.** Grantor is the fee title owner of certain real property located in Fayette County, State of Iowa, as legally described below, which will hereinafter be referred to as the "Property":

That Portion of the NW ¼ of Section 28, Township 91 North, Range 9 West of the 5th Principal Meridian lying Southeasterly of a line 25.0 feet southerly measured at right angles from the centerline of main track as presently constructed and operated and extended easterly from the prolongation northerly of the easterly line of Fourth Avenue S.W. to the prolongation northerly of the easterly line of Second Avenue S.W.

The Property is depicted on **Exhibit A**, attached hereto and made a part hereof. The impacted groundwater area depicted on **Exhibit B**, attached hereto and made a part hereof, represents the modeled groundwater plume delineated to the Iowa Statewide Standard for diesel fuel, for a protected groundwater source.

2. **Risk Management and Institutional Controls.** Grantor has performed a soil and groundwater investigation and risk assessment in accordance with 567 IAC 133. The site assessment identified contaminated conditions on the Property which may present an unreasonable risk to public health and the environment if certain activities occur on the Property. As such, the Director of the Department, pursuant to his authority under IC § 455B.103(7), has determined that an environmental covenant is necessary to manage the risk of future exposure to the contamination by limiting specified activities at this Property and establishing certain affirmative obligations.

3. **Reopening.** The Grantor acknowledges that in the event the activity and use limitations provided below fail to serve their intended purpose, including the prevention of exposure to contamination, that the Department may reopen its review and regulatory oversight

of the contaminant condition on the Property as provided under the terms of this Environmental Covenant, IC Chapter 455I, and applicable Department administrative rules.

4. **Identity of Grantor and Department.**

GRANTOR: Union Pacific Railroad Company, a Delaware corporation, Property Owner.

DEPARTMENT: Iowa Department of Natural Resources.

5. **Representations and Warranties.** Grantor warrants the following:

- a. Grantor is the sole fee title owner of the Property;
- b. Grantor holds sufficient fee title to the Property to grant the rights and interests described in this Environmental Covenant free of any conflicting legal and equitable claims; and
- c. Grantor has identified all other persons holding legal or equitable interests, including, but not limited to, contract buyers, mortgage holders, other consensual lienholders and lessees, and secured their consent either by signatures on this covenant or by a separate subordination and consent agreement.

6. **Running with the Land.** This Environmental Covenant is perpetual and runs with the Property as provided in IC § 455I.9 until modified or terminated. The terms of this Environmental Covenant are binding on Grantor, its successors and assigns, and all transferees acquiring or owning any right, title, lien or interest in the Property and their heirs, successors, assigns, grantees, executors, administrators and devisees. The term "transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders and/or lessees.

7. **Activity and Use Limitations and Terms.** The Property is subject to the following activity and use limitations:

- (1) The installation of any well, except for groundwater monitoring wells, is prohibited. For the purposes of this Environmental Covenant, "well" means any excavation that is drilled, cored, driven, dug, bored, augered, jetted, washed or is otherwise constructed for the purpose of exploring for groundwater, monitoring groundwater, utilizing the geothermal properties of the ground, or extracting water from or injecting water into the aquifer as defined by 567 IAC 49 (or subsequently revised).
- (2) The Property may not be redeveloped as a residential area. For the purposes of this Environmental Covenant, "residential area" means land

used as a permanent residence or domicile, such as a house, apartment, nursing home, school, child care facility or prison, land zoned for such uses, or land where no zoning is in place as defined by 567 IAC 135 (and as subsequently revised).

- (3) The Property may not be utilized for the installation of plastic water lines or sewer lines.
- (4) This Environmental Covenant also requires that a Department-approved vapor intrusion (VI) evaluation be conducted in the future if redevelopment is to take place on the Property. Prior to any such activity, the Department shall be notified by the Property owner, and the Property owner shall be responsible for the development and submittal of a VI evaluation work plan detailing the proposed site activities. The results of the VI evaluation may require a response action in the form of a technological control or VI mitigation, as determined by the Department. In that case, the Property owner shall develop and submit a response action work plan to the Department for approval. The Department's review of all work plans will be based on the requirements and recommendations outlined in OSWER Publication 9200.2-154 (and as subsequently revised). No site redevelopment shall occur without the Department's prior approval.

8. **Notice of Non-Compliance.** Any Property owner or subsequent transferee of an interest in the Property shall notify the Department as soon as possible of conditions which would constitute a breach of the activity and use limitations in paragraph seven (7) if they have actual knowledge of these conditions or would reasonably be deemed to have knowledge within the normal course of administration of their Property interest.

9. **Notice to Lessees.** Grantor, any holder with a property interest sufficient to grant a lease of the Property, and any subsequent transferee shall incorporate the activity and use limitations of this Environmental Covenant either in full or by reference to this instrument in any lease, license, or other instrument granting a right to possession of the Property.

10. **Access to the Property.** Reasonable access to the Property can be granted to (versus will be granted to) the Department or any authorized representative of the Department, public or private, for the purpose of implementation, monitoring and enforcement of the terms of this Environmental Covenant, following prior authorization and approval by Grantor. This stipulation is in place due to inherent safety concerns over close proximity to the railroad tracks. Once an Environmental Right-of-Entry is established with Grantor, access to the Property shall not be limited or otherwise impede the Department's rights of access and entry. The Department, its authorized representatives or other persons entitled to access shall provide the current owner of the Property and the Easement Holder with reasonable notice, an explanation of the reasons for entry and the scope of onsite activities prior to access. As used herein, the term "Easement Holder" means D&W Railroad, LLC or its successor as holder of the easement in the Property,

pursuant to the Easement Deed, as such document is further described in Section 19 of this Environmental Covenant. Right of access includes, but is not limited to, the following activities:

- a. Repair and maintenance of remedial action equipment, soil caps, groundwater monitoring wells and associated aboveground or subsurface structures;
- b. Fencing and other technological controls;
- c. Groundwater sampling and monitoring;
- d. Additional drilling;
- e. construction of soil boring and/or groundwater monitoring wells; and,
- f. other activities authorized or otherwise directed by the Department.

11. **Groundwater Hazard Statement Notice.** IC § 558.69 requires submission of a groundwater hazard statement and disclosure if “hazardous waste” exists on the Property as defined in IC § 455B.411(3) or if the Department determines that solid waste exists on the Property that is potentially hazardous. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with Department rules. The Grantor and all subsequent transferees required to submit a groundwater hazard statement under IC § 558.69 shall make reference to this Environmental Covenant in substantially the following form, filling in the blanks with the relevant and applicable details:

THE INTEREST CONVEYED IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED APRIL 28, 2020, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE FAYETTE COUNTY, IOWA RECORDER ON _____, 2020, Book ____, Pages ____.

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

(1) *The installation of any well, except for groundwater monitoring wells, is prohibited. For the purposes of this environmental covenant, “well” means any excavation that is drilled, cored, driven, dug, bored, augered, jetted, washed or is otherwise constructed for the purpose of exploring for groundwater, monitoring groundwater, utilizing the geothermal properties of the ground, or extracting water from or injecting water into the aquifer as defined by 567 IAC 49 (or subsequently revised).*

(2) *The Property may not be redeveloped as a residential area. For the purposes of this Environmental Covenant, "residential area" means land used as a permanent residence or domicile, such as a house, apartment, nursing home, school, child care facility or prison, land zoned for such uses, or land where no zoning is in place as defined by 567 IAC 135 (and as subsequently revised).*

(3) *The Property may not be utilized for the installation of plastic water lines or sewer lines.*

(4) *The Environmental Covenant also requires that a Department-approved vapor intrusion (VI) evaluation be conducted in the future if redevelopment is to take place on the Property. Prior to any such activity, the Department shall be notified by the Property owner and the Property owner shall be responsible for the development and submittal of a VI evaluation work plan detailing the proposed site activities. The results of the VI evaluation may require a response action in the form of a technological control or VI mitigation, as determined by the Department. In that case, the Property owner shall develop and submit a response action work plan to the Department for approval. The Department's review of all work plans will be based on the requirements and recommendations outlined in OSWER Publication 9200.2-154 (and as subsequently revised). No site redevelopment shall occur without the Department's prior approval.*

12. **Modification and Termination.** Modification or termination of the terms of this Environmental Covenant shall comply with the standards in IC Chapter 455I and applicable Department administrative rules. The terms of this Environmental Covenant may be modified or terminated by written consent of the Director of the Department, the then current fee simple title owner and all original signatories (unless exempted under the provisions of IC § 455I.10(1)"c" in accordance with and subject to the provisions of IC § 455I.10). The termination or modification is not effective until the document evidencing consent of all necessary persons is properly recorded in the official records of Fayette County, Iowa Recorder. If not by consent, any modification or termination of this Environmental Covenant shall be in accordance with IC § 455I.9 and such additional terms as specified in this Environmental Covenant.

13. **Enforcement.** The terms of this Environmental Covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with IC § 455I.11.

14. **Severability.** If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. **Governing Law.** This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.

16. **Recordation.** Within thirty (30) days after Department approval of this Environmental Covenant, Grantor shall record the Environmental Covenant in the official records of the Fayette County, Iowa Recorder.

17. **Effective Date.** The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been properly recorded in the official records of the Fayette County, Iowa Recorder.

18. **Notice.** Unless otherwise notified in writing by the Department, any document or communication required by this Environmental Covenant shall be submitted to:

If to Grantor:

Union Pacific Railroad Company
Attn: Real Estate Sales (Folder No. 3119-98)
1400 Douglas Street, MS 1690
Omaha, NE 68179

If to the Department:

Iowa Department of Natural Resources
Contaminated Sites Section Supervisor
Wallace State Office Building
502 E 9th Street
Des Moines, IA 50319

Any notice to D&W Railroad, LLC (as Easement Holder) pursuant to Section 10 of this Environmental Covenant shall be submitted to:

D&W Railroad, LLC
21233 W Creekside Drive
Kildeer, Illinois 60047

Any notice to any successor to D&W Railroad, LLC (as Easement Holder) pursuant to Section 10 of this Environmental Covenant shall be given to such successor at such address as such successor shall provide in writing to the Department.

19. **Subordination and Consent.** By signing this Environmental Covenant, the following parties knowingly and intelligently acknowledge their consent to the terms of this Environmental Covenant and agree to subordinate their interest in the Property to this Environmental Covenant:

- City of Oelwein, licensee and grantee of an easement for the installation of a water pipe line on the Property.
- D&W Railroad, LLC, a Delaware limited liability company, grantee of a Non-Exclusive Perpetual Easement on the Property, rights of ingress and egress for the purpose of constructing, realigning, using, maintaining, repairing, and renewing the railroad trackage and track improvements on the Property, as established under an Easement Deed dated September 26, 2003 and filed on November 24, 2003 as Instrument No. 20035097 in the records of the Recorder of Fayette County, Iowa, as amended and corrected by the Correction Easement Deed dated September 16, 2019, effective as of September 26, 2003, and filed on January 2, 2020 in Book 2020 Page 16 in the records of the Recorder of Fayette County, Iowa.
- Transco Railway Products Inc., a Delaware corporation, as party (with D&W Railroad, LLC) to a Covenant and Services Agreement dated as of May 13, 2019 affecting the Property and certain other real estate, as described in the Memorandum of Covenant and Private Services Agreement dated May 13, 2019 and recorded with the Recorder of Fayette County, Iowa on May 16, 2019 in Book 2019 Page 1339.

Pursuant to IC §455I.3(4)(d), the foregoing consent and agreement by the City of Oelwein, D&W Railroad, LLC and Transco Railway Products Inc. in this Section 19 to subordinate their interests in the Property to this Environmental Covenant affects the priority of their respective interests in the Property but does not impose any affirmative obligations on the City of Oelwein, D&W Railroad, LLC or Transco Railway Products Inc. with respect to this Environmental Covenant.

20. **Notice of Change in Ownership.** Grantor, with sufficient property interest to convey a possessory interest in the Property and any subsequent transferee with sufficient interest, shall reference and incorporate the terms of this Environmental Covenant into any subsequent instrument which conveys a possessory interest in the Property.

21. **Execution in Counterparts.** This Environmental Covenant may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

(Remainder of page intentionally left blank.)

Grantor:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Printed Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Chris D. Goble, Assistant Vice President – Real Estate of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Notary Public

(Seal)

Department:

**IOWA DEPARTMENT OF NATURAL
RESOURCES**

By: _____
Printed Name: Kayla Lyon
Title: Director

STATE OF IOWA)
) ss.
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this _____ day
of _____, 2020, by Kayla Lyon, Director of IOWA DEPARTMENT
OF NATURAL RESOURCES, on behalf of the entity.

WITNESS my hand and official seal.

Notary Public

(Seal)

**Solely for Purposes of Section 19 of this
Environmental Covenant:**

**CITY OF OELWEIN,
an Iowa Municipality**

By: _____
Printed Name: Brett DeVore
Title: Mayor

Attest:

By: _____
Printed Name: Dylan Mulfinger
Title: City Administrator

STATE OF IOWA)
) ss.
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this _____ day
of _____, 2020, by Bret DeVore, Mayor, and by Dylan Mulfinger,
City Administrator, of CITY OF OELWEIN, an Iowa Municipality, on behalf of the entity.

WITNESS my hand and official seal.

Notary Public

(Seal)

**Solely for Purposes of Section 19 of this
Environmental Covenant:**

**D&W RAILROAD, LLC, a Delaware limited
liability company**

By: _____
Printed Name: Charles P. Andersen,
Title: President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day
of _____, 2020, by Charles P. Andersen, President of D&W
RAILROAD, LLC, a Delaware limited liability company, on behalf of the entity.

WITNESS my hand and official seal.

Notary Public

(Seal)

**Solely for Purposes of Section 19 of this
Environmental Covenant:**

**TRANSCO RAILWAY PRODUCTS INC., a
Delaware corporation**

By: _____

Printed Name: _____

Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day
of _____, 2020, by _____,
_____ of TRANSCO RAILWAY PRODUCTS INC., a Delaware corporation,
on behalf of the entity.

WITNESS my hand and official seal.

Notary Public

(Seal)

EXHIBIT A

DEPICTION OF THE PROPERTY

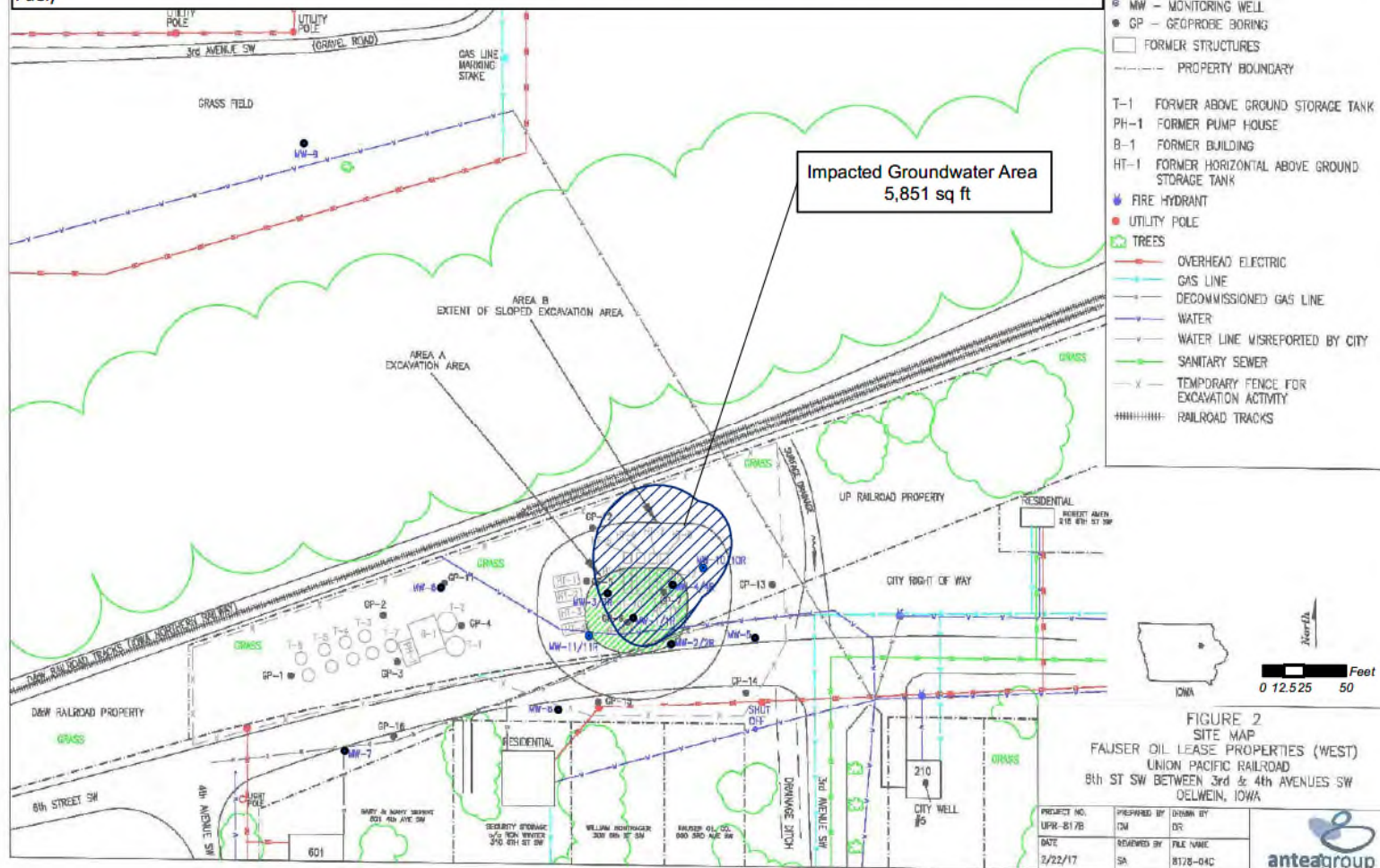
Exhibit A: Area Subject to the Environmental Covenant

Index Legend
HRS, LLC - 10 East Main Street, New Hampton IA 50659
County: Fayette
City: Oelwein
Section: 28
Township: T91N
Range: R9W
Aliquot Part: NW 1/4
Proprietor: D & W Railroad, Inc.
Requested By: Sue Albrecht Project Manager USA \ Antea*Group



EXHIBIT B**DEPICTION OF THE IMPACTED GROUNDWATER AREA****Exhibit B: Extent of Diesel Fuel impact in Groundwater**

(Note: Modeling Completed with C Tech's Earth Volumetric Studio 6/1/2017. Delineated to the Iowa Department of Natural Resources Statewide Standard for a Protected Groundwater Source; 2,200 parts per billion Total Extractable Hydrocarbons-Diesel Fuel)



Library Minutes April 29, 2020 – Special Meeting

The Oelwein Public Library Board of Trustees held a special board meeting on Wednesday, April 29, 2020 at 5:00 p.m. This meeting was held electronically due to the State Public Health Emergency Declaration regarding COVID-19. The meeting was conducted pursuant to Iowa Code 21.8 and the Proclamation of Governor Kim Reynolds dated March 19, 2020. Public input was able to be provided by joining the pre-publicized GoToMeeting.

Present electronically: Gilson, Mars, Berryman, Kerns, Gerds, Macken

Absent: Ingersoll

Vice-president Mars called the meeting to order at 5:03.

Gilson made a motion to approve the agenda. Seconded by Berryman. Motion carried.

Curbside Service – The board discussed the procedure for offering a curbside service for picking up library materials to be implemented on May 4.

Kerns arrives.

Gilson made a motion to accept the curbside procedure with the ability of library staff to make adjustments for improved safety and service, as needed. Seconded by Berryman. Motion carried.

Re-opening Plan – The board discussed the procedure for re-opening the library with restricted library services. This plan would take effect May 18 or when the Governor lifts restrictions for Fayette County and the City of Oelwein lifts the restrictions on the closed local government buildings to the public. Gilson made a motion to approve the re-opening plan. Seconded by Berryman. Motion carried.

Budget Amendment – The budget amendment was discussed. The majority of the funds are from EMC Insurance for repairing the sprinkler damage and a grant from North East Iowa Charitable Foundation for re-carpeting the library. Berryman made a motion to approve the budget amendment of \$43,691.00. Seconded by Kerns. Motion carried.

Berryman made a motion to adjourn at 5:39 p.m.

Respectfully submitted,
Susan Macken

Dear Honorable Mayor and Council:

We the restaurant owners in Oelwein wish to bring to your attention how the food trucks that have been allowed to operate within the city limits are affecting our businesses. These are unprecedented times. We own brick and mortar businesses and pay taxes on such. We have a lot of fixed costs to pay every month, just one of which are credit card fees. The food trucks are working on cash payments. This is our lively hood, our only "job". When the food trucks were allowed to operate one such restaurant had only 1 lunch order. One truck served 308 meals that could of been served by our local restaurants. Another restaurant wants to reopen on weekends, but not if the food trucks are allowed to continue.

Our payroll goes out to our local employees, and then right back into the community. We all want to survive this to reopen when it is over. If just one restaurant doesn't reopen that could equal at least 10 people unemployed, and another empty building in our community.

These food trucks take business away from us at a time when we are forced to be closed, under no fault of our own. We were one of the first businesses to be closed, with no warning what so ever. How would you feel if your total income was taken away with just over an hour's notice? We lost product we had prepared for the day, and truck orders were delivered we couldn't cancel adding to our losses, and more than likely we will be the last to reopen under all new restrictions.

Under normal circumstances this wouldn't be a problem, we would look at it as another draw bringing people to our great Community. To allow the trucks at this time when everyone is in survival mode is just wrong on so many levels. We would like to see food trucks limited to special events.

Restaurant	Owner/Manager
PJ's Bar & Grill	Dean & Peggy Hendricks
Leo's Italian Restaurant	Michael & Leo
Delish at Derals	Deb Kelley - General
Joanna Howell	MA & PA's
Robin & Portoch	Owner/Manager
Pizza Hut	Asst Manager Shane Rulman
Country Cottage Cafe	Owner/Manager

Mike Leo

From: Dean Hendricks <viperlanes@gmail.com>
Sent: Tuesday, May 5, 2020 10:44 AM
To: leosfoods@gmail.com
Subject: Signature permission

We, Dean and Peggy Hendricks, give Mike Leo permission to sign a petition regarding food truck vendors.

Viper Lanes
100 West Charles



Dillon Law PC

209 E 1st Street
Sumner, Iowa 50674

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

CityOelwein

Oelwein City Attorney

INVOICE

Invoice # 6439
Date: 04/29/2020
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Service	03/27/2020	email correspondence with Sam and Brenda re invoice and affidavit	0.20	\$59.60	\$11.92
Service	03/27/2020	draft proposed order, motion, email mail to Pat and Nathan	0.33	\$59.60	\$19.67
Service	03/27/2020	call from Jay	0.10	\$59.60	\$5.96
Service	03/30/2020	March 30: Phone call from Honeywood re: Oelwein v. Honeywood; research issue, email to clerk of court; .3 NJL	0.30	\$133.43	\$40.03
Service	03/30/2020	March 30: Emails to and from Bunn, Batterson, Wehling re: Oelwein v. Honeywood; .3 NJL	0.30	\$133.43	\$40.03
Service	03/31/2020	scan and label Warthan file	0.25	\$59.60	\$14.90
Service	04/01/2020	email to Pat, email to Ted, discussion with Pat, convert notice to from Dillon Law instead of PD, edit dog spreadsheet	0.60	\$59.60	\$35.76
Service	04/01/2020	email to Cheif, re dogs	0.15	\$59.60	\$8.94
Service	04/02/2020	review sewer easement, ct vic and city admin	0.25	\$133.43	\$33.36
Service	04/03/2020	email to sam, letter to welch, update spreadsheet	0.25	\$59.60	\$14.90
Service	04/06/2020	email spreadsheet and indicate delay in proceedings	0.15	\$59.60	\$8.94
Service	04/07/2020	email to officer, email to dispatch, update calendar	0.15	\$59.60	\$8.94
Service	04/07/2020	call to Ted and email to ted, update spreashsheet and calendar	0.15	\$59.60	\$8.94

Service	04/08/2020	emails to officers and dispatch, update spreadsheet, update callendar, pull down filings	0.25	\$59.60	\$14.90
Service	04/13/2020	Oelwein City council Meeting	1.75	\$133.43	\$233.50
Service	04/15/2020	draft and file motion to dismiss per pats request	0.25	\$59.60	\$14.90
Service	04/22/2020	email to PAt x2, draft FED for 9 6th St NE	0.33	\$59.60	\$19.67
Service	04/23/2020	scan and email directions to Sam for 9 6th ST NE, email to Dylan garbage truck issue	0.25	\$59.60	\$14.90
Service	04/27/2020	retrieval of packet	0.30	\$59.60	\$17.88
Service	04/27/2020	email to and from Ted re Moser	0.15	\$59.60	\$8.94
Service	04/27/2020	City Council meeting	0.90	\$133.43	\$120.09
Service	04/28/2020	review non registered rental vacant building and approve the same	0.25	\$133.43	\$33.36
Service	04/28/2020	email to ted to serve Rozinek, add Rozinek to spreadsheet	0.15	\$59.60	\$8.94
Service	04/28/2020	outline city sale procedures	0.50	\$133.43	\$66.72
Service	04/29/2020	letter to pentecost	0.15	\$59.60	\$8.94
				Total	\$815.03

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6203	03/30/2020	\$1,651.93	\$0.00	\$1,651.93

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6439	04/29/2020	\$815.03	\$0.00	\$815.03
Outstanding Balance				\$2,466.96
Total Amount Outstanding				\$2,466.96

Please make all amounts payable to: Dillon Law PC

ITEM #A.

Payment is due upon receipt.



Dillon Law PC

209 E 1st Street
Sumner, Iowa 50674

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

INVOICE

Invoice # 6438
Date: 04/29/2020
Due Upon Receipt

City of Oelwein nuisance/abatement work

nuisance/abatement work 657A's

Type	Date	Notes	Quantity	Rate	Total
Service	03/27/2020	file proposed order and motion	0.25	\$58.49	\$14.62
Service	03/31/2020	several emails sent with continuance reminders to officers and sdispatch for court dates postpones due to COVID 19	0.50	\$58.49	\$29.25
Service	03/31/2020	make CD to send to Warthan	0.25	\$58.49	\$14.62
Service	03/31/2020	review warthan of open records request	0.75	\$130.94	\$98.21
Service	03/31/2020	draft letter to mail with disc	0.15	\$58.49	\$8.77
Service	04/14/2020	review oelwein city code re rats, email to Pat, review email form Sam	0.40	\$58.49	\$23.40
Service	04/14/2020	draft citation, email to pat	0.25	\$58.49	\$14.62
Service	04/17/2020	label exhibits for pentecost	0.50	\$58.49	\$29.25
Service	04/20/2020	draft letter to Pentecost, mail with form 2, initial disclosures	0.25	\$58.49	\$14.62
Service	04/20/2020	add initial disclosure to disc to send to Caleb	0.25	\$58.49	\$14.62
Service	04/21/2020	draft garbage truck citation	0.33	\$58.49	\$19.30
Service	04/23/2020	draft citation, email to Dylan, iowa land records search, beacon search, draft directions for service	0.40	\$58.49	\$23.40
Service	04/23/2020	Flat Rate: Notice to quit	1.00	\$50.00	\$50.00
Service	04/23/2020	Flat Rate: notice to quit	1.00	\$50.00	\$50.00

Service	04/23/2020	Flat Rate: ON and Petition FED	1.00	\$150.00	\$150.00
Service	04/28/2020	draft citation, email to and from Pat and Sam, look up code section	0.33	\$58.49	\$19.30
Expense	04/28/2020	Reimbursable expenses: filing fee re rozinek	1.00	\$135.00	\$135.00
Service	04/28/2020	filing, data entry rozinek	0.25	\$58.49	\$14.62
				Total	\$723.60

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6202	03/30/2020	\$597.91	\$0.00	\$597.91

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6438	04/29/2020	\$723.60	\$0.00	\$723.60
Outstanding Balance				\$1,321.51
Total Amount Outstanding				\$1,321.51

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



To: Mayor and City Council

From: Dylan Mulfinger

Subject: Administrator's Council Agenda Memo

Date: 5/11/2020

Consent Agenda

1. Consideration of a motion approving the April 27, 2020 Council Minutes
2. Consideration of a motion to approve the minutes of the May 4, 2020 Special Council Meeting
3. Consideration of a motion authorizing the purchase of a Mag Meter from Automatic Systems Co. in the amount of \$5,610.00
4. Consideration of a motion authorizing signatures on Task Order No. 2003-20B re:Stream Mixing Zone Study with Fox Engineers in the amount of \$13,500.00
5. Consideration of Pay Request No. 2 to Dave's Home Improvement in the amount of \$20,144.00 for work completed on CDBG Owner Occupied Housing Program
6. Consideration of a motion approving final pay request to Kirvan Enterprises in the amount of \$28,900 for work completed on CDBG Owner Occupied Housing Rehab
7. Consideration of a motion approving final pay request to Kirvan Enterprises in the amount of \$3,803 for work completed on CDBG Owner Occupied Housing Rehab

Public Hearing

8. Public Hearing on Wings East Pavement Improvements Project
 1. Council has been provided with all emails made from residents and their concerns over the Wing's East Project. This public hearing is for residents of Wing's east.
9. Public Hearing on Proposed 2020 Amendment to Urban Renewal Plan for Industrial Park Urban Renewal Area
 1. The city must hold a public hearing to allow for new tax increment financing (TIF) in the city of Oelwein.
10. Public Hearing on Development Agreements with BR Development, LLC
 1. The development agreements are what lay out the payment plans for TIF. These development agreements show the city's obligation.
11. Public Hearing on Plans, Specification, Form of Contract and Estimated Total Cost - West Water Tower Repainting Project
 1. The city must hold a public hearing on the west water tower project to award the project.



12. Public Hearing on Proposed Disposal by Sale of the City's Interest in Multiple Properties

1. The city needs to start selling city owned property and tear down many homes this summer. This public hearing is needed as the city must have a public hearing for any sale of public land.

Resolutions

13. Consideration of a Resolution Amending Proposed Resolution of Necessity for the Wings East Pavement Improvements Project

1. This amendment is needed as properties have been sold and the official assessment list must be updated. The City Administrator recommends approving the resolution.

14. Consideration of a Resolution of Necessity covering the Wings East Pavement Improvements Project

1. This resolution sets the maximum for how much the city can assess to each property for the road improvement. The city is following the state code and must adopt a resolution of necessity. The assessments will be finalized in the fall once the project is complete. The city cannot raise the assessment amount, only lower it, after this step. The City Administrator recommends approving the resolution.

15. Consideration of a Resolution Ordering the Preparation of Detailed Plans and Specifications, Notice of Hearing, Notice to Bidders and Form of Contract

1. This resolution approves the project scope and the timeline of the project. The city must go out publicly for bid, hold a bid opening, and have council formally approve the project cost. The City Administrator recommends approving the resolution.

16. Consideration of a Resolution approving 2020 Urban Renewal Plan Amendment for the Industrial Park Urban Renewal Area

1. The city must amend their urban renew to allow for any new tax increment financing agreements. This addition will help the city attract key businesses to town that will benefit community members and be a great attraction to outside residents. The City Administrator recommends approving the resolution.

17. Consideration of a Resolution Approving Development Agreements with BR Development, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreements

1. The city will enter into two agreements. Each agreement is for \$350,000. For the property owner to receive the final \$50,000 within the \$350,000 they must have their top management live within Oelwein. The TIF in each project will help the business come to Oelwein and will help developers attract business to Oelwein. If nothing is developed, the city



does not pay any money into this agreement. The City Administrator recommends approving the resolution.

18. Consideration of a Resolution Approving Payment for the Oelwein Residential Tax Abatement Program

1. The city started a residential tax abatement program and is now seeing that program work. The city cuts \$75,000 in value from new and remodeled properties and refunds all city taxes on new builds for five year. This program has helped individuals build and expand their homes in Oelwein. The City Administrator recommends approving the resolution.

19. Consideration of a Resolution Authorizing the Mayor to Sign a Road Construction Agreement with Fayette County on the City Owned Portion of County Line Road East

1. The city has a great opportunity to make a safer intersection at Highway 150 and County Line Road East. The city is receiving \$3,000 in funds from Bryan Heavy Equipment to help with the city's \$18,407.07 total bill. The city will pay for this in five payments to the county over five years. This project will be good for the city and a relatively new business in the community. The City Administrator recommends approving the resolution.

20. Consideration of a Resolution to Set Public Hearing on Proposed Disposal by Sale of the City's Interest in 406 3rd Avenue SE and Adjacent Property, All in Oelwein, Fayette County, Iowa

1. The city must hold public hearings to sell any city owned property. The City Administrator recommends approving the resolution.

21. Consideration of a Resolution Authorizing Temporary Closure of Public Ways or Grounds for Oelwein Community High School

1. The school is doing a drive through graduation and will need a street closure. The City Administrator recommends approving the resolution.

Motions

22. Consideration of a motion directing City Clerk file certified copies of the Resolution of Necessity and Preliminary Plat and Schedule with the County Treasurer of Fayette County

1. This step is needed in the assessment project. The City Administrator recommends approving the motion.

23. Consideration of a motion to set a Public Hearing on proposed bidding requirements, contract documents and estimate of cost for Wings East Pavement Improvements Project for June 8, 2020 at 6:00 P.M.

1. This step is needed in the Wings East project. The City Administrator recommends approving the motion.

24. Consideration of a motion to award West Water Tower Repainting project to Maguire Iron, Inc. in the amount of \$765,220.00



1. The city received excellent bids for painting for the West Water Tower. The city is paying for this project from cash on hand from the water infrastructure fee. This step is needed in the assessment project. The City Administrator recommends approving the motion.
25. Consideration of a motion determining the 2020 season for the Oelwein Family Aquatics Center
 1. I have provided a large write up on this for council. The City Administrator recommends closing the pool for the 2020 season.
26. Consideration of a motion authorizing the purchase of a Variable Frequency Drive, Controller and Mag Meter for the Aquatics Center in the amount of \$14,908 from Pool Tech
 1. With the shift in projects the pool has a chance to upgrade equipment this year to ensure it is a viable asset for years to come. This project is still needed and would save the city money this summer as we still need to run basic functions of the pool. The City Administrator recommends approving the motion.
27. Consideration of a motion authorizing the Mayor to sign a contract with George Tegeler for to be the Fixed based Operator for the Oelwein Municipal Airport (OLZ)
 1. The new contract brings the salary down to \$34,500, lowers the flow fee to \$.10 and no longer requires the FBO to pay electrical on the shop. The flow fee will result in an estimated \$1700 savings for the FBO and the electrical is a \$600 savings. This is a \$1000 reduction in the salary for the FBO. The airport is on track to break even for FY2021. The city will revisit this topic and this contract in the fall of 2020 to plan for the future of the airport. The City Administrator recommends approving the motion.
28. Consideration of a motion to purchase a replacement server and replacement switches in the amount of \$22,297 from berganKDV
 1. The city is in need of a new server as the current one is older than five years. The new server will help speed up the processing power of the city's budget system as it has shown a steady decline over the last year. The city budgeted \$25,000 for this project from franchise fees. The City Administrator recommends approving the motion.
29. Consideration of a motion authorizing signatures on an Iowa Contaminated Site Environmental Covenant
 1. This railroad needs the city to sing off on this agreement. This agreement does not hold the city responsible. The City Administrator recommends approving the motion.

**PARKS MONTHLY REPORT, APRIL 2020****PARKS / CEMETERY / AQUATICS / CAMPGROUND****Park and Recreation**www.oelwein.fun

This month in the parks department, we have been busy working on cleaning up the tornado damage in Redgate Park. I have a few workers in from the parks and cemetery departments to help with the cleanup. I told the workers this is going to be a marathon not a sprint, the cleanup is going to take months to finish. The first week of April we were able to get to the main shelter at Redgate so we could take it down after a very large ash fell on it during the tornado. We had two community members who stayed in their equipment to help an afternoon with the cleanup in Redgate. Ronnie Graf brought his backhoe in with a hook to remove stumps at Redgate Park. Rockie Williams brought his skid steer that is track driven to help carry trees to the road so our equipment did not tear up the grass as much. I have been working with contractors on getting quotes for projects with the pool, parks, and cemetery. I have been working on Redgate Park plans for moving forward. I met with Jon Biederman as we are looking at the next trail segment to get things ready to go for some grant opportunities. This morning we had a cremation burial for Geilenfeld-Buehner funeral home.

The second week in the parks department, we have bringing the employees in and conducting spring orientation and trainings. Daily disinfection in the mornings and end of shift continue. Jay and I discussed COVID-19 precautions and expectations out of them when they come to work. I had Jay conduct hands-on trainings with chainsaw safety, lift procedures and Lock out Tag out procedures. I have been working on putting together a proposal for council concerning the future of Red Gate Park and Woodlawn cemetery. I have been talking with our donor for the Woodlawn cemetery sign so we can get that project rolling. Matt construction is working on dirt work this week so we can finish the Wings trail project. Jay finished putting the two sets of bleachers that will go to diamond three that were a CIP item. On Wednesday we had a cremation burial for the Barker family at Woodlawn cemetery.

Unfortunately, this week someone drove into the park and ran over the bike sculpture that was installed when RAGBRAI came through town years ago. The new mower for the cemetery department came in this week as a CIP item. The contractors did more dirt work at the Wings trail site and poured the approach to the street last week. I have Tim Ledesma and Tab Sly working on getting the aquatic center ready in anticipation of opening the facility. Last fall we did a lot of work to the aquatic facility, which is paying off, now with the short time allotted due to COVID-19 virus. I talked with the Routt's who are lined up to be campground hosts this week and they are excited to get started if or when we can open the facility this year. I talked with Lloyd Brown and we will be having customers start calling in locates so can start spading trees next week. I have an order of day lilies for the downtown streetscape and waiting on quotes for a mulch order. On Monday evening, we held a Goto meeting with the park and rec board to give departmental updates. The board also approved plans to move forward with Red Gate Park and Woodlawn Cemetery.

This week we have been busy working on all our annual preparations. On last Friday, we planted a tree in Redgate Park for the Arbor Day planting. The cemetery guys have been busy cleaning up from the tornado that we had at the end of March. The guys are working on forming up foundations to pour concrete next week. All the winter graves have been taken care of and have sod on them already. The parking lots were painted this past weekend as part of the bi-annual painting. The parks guys have been working on the pool facility. Jay and I repaired the flagpoles at Woodlawn and Redgate park on Friday that were blown down with the tornado. I utilized the bucket truck to put up new pulleys and line, and took some aerial photos of the park and cemetery. The parks and cemetery guys are

Park and Recreation

www.oelwein.fun

starting to mow some of the high spots in some of the parks. Mike has been working on the downtown landscaping, annual cleaning and planting new lily plants that did not survive the winter or were destroyed by snow removal equipment. Lloyd has started today transplanting trees from Woodlawn as well.

Before



After



Shelter removal



Rockie Williams



Ronnie Graf



Park and Recreation

www.oelwein.fun

Cremation for Geilenfeld



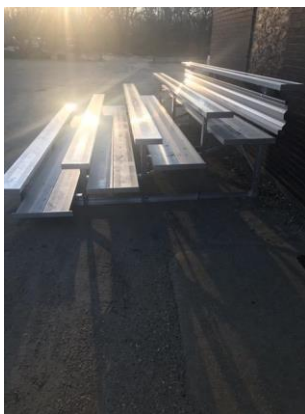
Contractors



Wings trail project



Bleachers



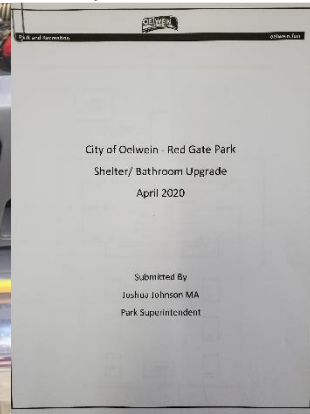
Cremation



Upgrades



Proposal



Red Gate Park



Cemetery mower



Park and Recreation

www.oelwein.fun

Wings trail project



Arbor Day planting



Tornado cleanup



Tornado cleanup



Line stripping



Pool work



Bridge repair



Tree spading



Park and Recreation

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Flag repair



Lilly Planting



Woodlawn Cemetery



Redgate Park



Daily Activities

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- ❖ Sanitizing shop and equipment
- ❖ Reviewing sanitizing and social distancing daily
- ❖ Pick up garbage downtown
- ❖ Checking parks, cemeteries
- ❖ Monthly safety checklist
- ❖ Maintenance on equipment
- ❖ Order supplies for different departments
- ❖ Safety meeting/orientations
- ❖ 2 graves, 2 cremations

Progress on Projects

www.oelwein.fun

- ❖ Trails REAP grant
- ❖ Tree trimming
- ❖ Cemetery sign ordered
- ❖ School program work on cemetery arch sign
- ❖ Website work
- ❖ Storm cleanup
- ❖ Foundations formed up ready to pour at cemetery
- ❖ Working on scenarios for possible pool opening
- ❖ Quotes on different projects
- ❖ Winter graves finished
- ❖ Pool work
- ❖ Dirt work started on Wings trail extension
- ❖ Willow tree cleaned up from City Park
- ❖ Started mowing small parks

Next Month and Future Projects

www.oelwein.fun

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

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

The Oelwein Public Library will comply with the Open Meetings Law as outlined in Chapter 21 of the Iowa Code. This law gives citizens the right to know what happens at the meetings of tax supported agencies. Since public library boards are considered governmental bodies, library board meetings are subject to this law.

A meeting is defined in Chapter 21 as a gathering in person or by electronic means, formal or informal, of a majority of the members of a governmental body where there is deliberation or action upon any matter within the scope of the governmental body's policy-making duties.

The Oelwein Public Library Board of Trustees observes the following as part of the Open Meeting Law:

Agenda

- The agenda will be posted at least 24 hours before the meeting in the entry way of the library.
- Notice of the meeting will be sent to the Oelwein Daily Register one week before the monthly library board meeting or at the time of a special meeting.
- The agenda shall include time, date, and place of each meeting, and its tentative agenda, in a manner reasonably calculated to apprise the public of the information.
- No action will be taken on a matter not posted on the agenda.
- An emergency meeting will be given as much notice as possible.

Meeting

- Each meeting shall be held at a place reasonably accessible to the public and at a time reasonably convenient to the public.
- The public may use cameras or recording devices at any open session.
- The library board will justify its action if it holds a meeting at a place not reasonably accessible or at a time not reasonably convenient to the public.
- The library board may conduct a meeting by electronic means only in circumstances where such a meeting in person is impossible or impractical.

Minutes

- Minutes of the meeting will show the date, time and place, the members present, and the action taken at each meeting. The minutes shall show the results of each vote taken.
- The minutes of the library board meetings are open records.
- If an emergency meeting is called, the library board will justify its reason for not giving proper notice in the minutes of the meeting.

Closed Session

- A closed session can be held to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.
- A closed session can be held to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the library board would have to pay for that property.
- The library board will keep detailed, written minutes of all discussion, persons present, and action occurring during the closed session. These minutes are sealed.
- The entire closed session will be tape recorded.

“This chapter seeks to assure, through a requirement of open meetings of governmental bodies, that the basis and rationale of governmental decisions, as well as those decisions themselves, are easily accessible to the people. Ambiguity in the construction or application of this chapter should be resolved in favor of openness.” (Iowa Code section 21.1)

ITEM #iii.

The Oelwein Public Library Board of Trustees will meet on Tuesday, May 12, 2020 at 5:00 p.m.

This meeting will be held electronically. Public input can be provided by going to this web address:
Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/425911413>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 425-911-413

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

AGENDA

Roll Call

Agenda Approved

Minutes Approved

Correspondence and communications –

Trustee Training – Library Access – Public Access Internet

Director's Report – Director's Roundtable, Summer Reading Program, Curbside Update

Friend's Report – no meeting

Bills Approved –

Unfinished Business

New Business

Policy Review – Open Meetings Law and Library Board of Trustees Meetings

Adjournment

April Statistics – Closed March 16 until further notice

Circulation:

20 April: 105

19 April: 5,297

Computer Use:

20 April: 0 Wireless: 6

19 April: 598 Wireless: 2,030

Reference Questions:

20 April: 113

19 April: 507

Attendance:

20 April: 0 () Sunday

19 April: 3,643 () Sunday

New Patrons:

20 April: 1

19 April: 26

Program Attendance:

20 April: 0

19 April: 159

Acquisitions:

Books 44

CD's 4

Movies 6

BRIDGES Downloads: 350

eBooks: 232

Audio: 113

eMagazines: 4

Video: 1

HOOPLA Downloads: 159

eBooks: 69

Audio: 32

Movies: 31

Comics: 17

Music: 8

TV: 2

35. (Tier 1) **(ENHANCED STANDARD)** The library offers public access Internet enabled devices and staff trained in their use. Public access devices are located in a public area and designated exclusively for public use. Examples include:

- ❖ Desktop or laptop computers
- ❖ Tablets or other portable device

Library Report to the City Council – May 2020



Curbside Service

The Oelwein Public Library started Curbside Service on May 4. Patrons can place a reserve by visiting the library website, log in to their account, select the items they would like to pick up, and click on the “reserve” button. The patron will receive a call from a librarian when their items are ready for pick up. Upon arrival, a librarian will wheel the items outside on a book cart for the patron to pick up. Curbside hours are Monday – Friday from 9:30 – 6:00 and Saturday from 10:00 – 2:00.

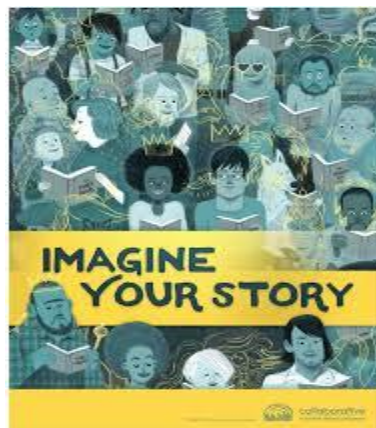


[This Photo](#) by Unknown Author is licensed under [CC BY](#)

By the end of day two, the library had 48 people stop by to pick up library books, magazines, puzzles, and movies.

All returned items are cleaned and quarantined for three days.

Summer Reading Program



Sign up for the Summer Reading Program will begin on May 15. Participants can register their name, age group (kids, teens, adults), and choose the weekly take home activity kits they would like to receive. Registration will take place online using a simple Google Form. Participants without access to the internet can call the library to register and track reading.

The library will utilize the online app, “Reader Zone” for participants to track their reading. The library is encouraging all participants to have a goal to read for twenty minutes per day.

APRIL 2020

CITY OF OELWEIN TREASURER'S REPORT

Date Printed

5/6/20

ITEM #iii.

Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	30,830.48	349,647.12	180,143.75	-	200,333.85	
051 County Emergency Manage	8,342.02	4,696.61	-	-	13,038.63	
110 Road Use Tax	650,467.15	74,709.88	57,513.19	-	667,663.84	
112 Trust and Agency	573,634.45	120,061.79	74,894.02	-	618,802.22	
113 Flex Spending	1,363.99	2,422.68	1,615.12	-	2,171.55	1,363.99
119 Emergency	24,662.03	8,486.42	-	-	33,148.45	
120 Sidewalks Repaired/Replaced	-	-	-	-	-	
121 Sales Tax	456,620.61	39,647.69	-	-	496,268.30	
122 Hotel/Motel Tax	73,167.16	37.72	-	-	73,204.88	
123 Gas-Electric Franchise Fee	749,373.89	204,006.55	38,829.04	(21,148.00)	893,403.40	
124 Library Bequest	370,875.68	1,446.19	59.57	-	372,262.30	
126 Downtown TIF	30,925.64	8,048.20	-	-	38,973.84	
127 Industrial Park TIF	2,438.50	-	-	-	2,438.50	
128 Ind Park SubFund TIF East Penn	840,496.23	433.28	-	-	840,929.51	
132 DARE	2,113.80	-	-	-	2,113.80	
136 Trees Forever	18,505.82	5,000.00	-	-	23,505.82	
146 Oelwein Housing Revolving Loan Fund	4,775.21	-	-	-	4,775.21	
160 Econ Dev (\$12,500 Wellness Res)	513,014.32	264.46	43,270.74	-	470,008.04	
161 IRP Revolving Loan	189,601.59	7,910.30	22,626.18	-	174,885.71	176,286.89
162 Downtown Business Grants	77,212.50	39.80	-	-	77,252.30	
166 NSP	-	-	-	-	-	
167 Oelwein Volunteer Fire Dept	9,220.20	-	49.99	-	9,170.21	
177 Forfeit Assets	3,820.97	-	-	-	3,820.97	
200 Debt Service	651,536.60	143,631.72	-	21,148.00	816,316.32	
201 Water Bondsinking	171,290.04	88.30	-	17,005.00	188,383.34	
202 Sewer Bondsinking	533,545.51	275.05	-	53,389.00	587,209.56	
205 Special Assessments	-	-	-	-	-	
214 2016A GO UR ED Bond Ind Pk Land	-	-	-	-	-	
269 Future Proposed Bond Sale	-	-	-	-	-	
278 West Charles Mall	-	-	-	-	-	
282 CDBG Housing Rehab	(15,983.01)	-	31,944.11	-	(47,927.12)	
285 2009 Bond Sale	-	-	-	-	-	
286 2016B GO Bond (Rise City Port)	-	-	-	-	-	
287 2020 GO Bond	2,153,911.26	1,110.36	7,060.50	-	2,147,961.12	
288 2016D Water Revenue Bond	-	-	-	-	-	
305 Airport Grant	(12,540.98)	-	35,275.76	-	(47,816.74)	
307 Tri Park Trail Extensions	216,437.11	5,111.57	-	-	221,548.68	
314 Oel Ind Park E Penn/14th St Ext	489,880.46	252.54	-	-	490,133.00	
385 West Water Tower	(31,329.93)	-	7,500.00	-	(38,829.93)	
386 42 Well Rehab	(139,180.07)	-	11,804.31	-	(150,984.38)	
387 Pave 10th Street SE/Old Road	(67,796.29)	-	2,157.00	-	(69,953.29)	
397 Railroad Grant-Viaduct	58,723.75	30.27	-	-	58,754.02	
501 Cemetery Perp Care	288,942.40	0.16	-	-	288,942.56	3,942.56
600 Water (2016D Reserve \$67,000)	549,132.12	82,787.89	89,525.56	(17,005.00)	525,389.45	
601 Water Infrastructure Fee	935,711.57	15,991.86	2,608.46	-	949,094.97	
620 Customer Water Deposits	120,467.00	3,825.00	868.83	-	123,423.17	
640 Fuel	18,091.74	3,686.42	-	-	21,778.16	
670 Landfill	55,040.09	47,802.05	81,100.47	-	21,741.67	
671 Recycling	5,158.75	6,495.20	19,734.01	-	(8,080.06)	
672 ROW Trees Utility Fee	32,453.05	5,287.23	6,950.00	-	30,790.28	
680 Wellness Center	5,915.88	2,386.54	14,924.53	-	(6,622.11)	
698 Wellness Center Reserve	-	-	-	-	-	
700 Sewer/Waste Treatment	901,712.85	121,860.71	98,137.37	(51,709.00)	873,727.19	
701 Sewer Infrastructure Fee	139,738.55	5,271.13	-	(1,680.00)	143,329.68	
706 20th Street Lift Station	91,358.11	47.10	-	-	91,405.21	
	11,783,678.80	1,272,799.79	828,592.51		12,227,886.08	

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

10,238,525.51

CD'S Cemetery \$285,000/Water Deposits \$100,000

385,000.00

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

180,999.82

Unapplied Accounts Receivable

Hanger rent paid in advance \$5

-

Balance Checking Account 999-1000

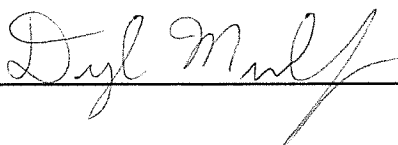
1,423,360.75

Payroll Liabilities

-

12,227,886.08**12,227,886.08**

Signature:



Date:

5/6/20