

Agenda

City Council Meeting

Oelwein Community Plaza, 25 West Charles, Oelwein

6:00 PM

October 12, 2020

Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Warren Fisk

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

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

Consent Agenda

- [1.](#) Consideration of a motion to approve the minutes of the September 28, 2020 council meeting

Public Hearing

2. Public Hearing on Proposed Vacation and Conveyance to the adjoining property owner(s), of the Alley Running North and South Between Lots 13, 14, 15, 16, 17 and 18 and Lots 19, 20, 21, 22, 23 and 24, Bentley's Subdivision of Block 9, Martins Third Addition to Oelwein, Fayette County, Iowa
3. Public Hearing on 2020-1 amendment to urban renewal plan for Industrial Park Urban Renewal Area
4. Public Hearing on Development Agreements with Hy-Vee

Ordinances

5. Consideration of a motion to Suspend the Rules and Adopt an Ordinance on the First and Final Reading
- [6.](#) Consideration of an Ordinance Providing for the Vacation and Conveyance to Adjoining Proprietors of the alley running North and South Between Lots 13, 14, 15, 16, 17 and 18 and Lots 19, 20, 21, 22, 23 and 24, Bentley's Subdivision of Block 9, Martins Third Addition to Oelwein, Fayette County, Iowa on the first and final reading
7. Consideration of a motion to Suspend the Rules and Adopt an Ordinance on the First and Final Reading
- [8.](#) Consideration of an Ordinance Providing for the Division of Taxes Levied on Certain Taxable Property added to the Industrial Park Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

Resolutions

- [9.](#) Consideration of a Resolution Approving 2020-1 Urban Renewal Plan Amendment for the Industrial Park Urban Renewal Area
- [10.](#) Consideration of a Resolution Approving Development Agreement with Hy-Vee, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

Motions

- [11.](#) Consideration of a motion approving a recommendation from Planning, Finance, Enterprise and Economic Development Committee re: Demolition Funding Applications
- [12.](#) Consideration of a motion authorizing payment to Lansing Brothers Construction Co., Inc. in the amount of \$70,000 for Housing Demolition Program - Group 3
- [13.](#) Consideration of a motion approving payment to ECCO Midwest, Inc. in the amount of \$70,831.31 for asbestos abatement
- [14.](#) Consideration of a motion approving payment to Brewer Construction, LLC in the amount of \$30,450.00 for work completed on Iowa Homes Project

Committee Reports

- [15.](#) Report from Stewart on October Airport Board meeting

Council Updates

Mayor's Report

- [A.](#) Consideration of the appointment of LouAnn Milks to the Park and Recreation Commission
- B. Discussion on Recycling

City Attorney’s Report

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

City Administrator’s Report

[City](#) Administrator's Report

Adjournment

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



Minutes

City Council Meeting
Oelwein Community Plaza, 25 West Charles
September 28, 2020 - 6:00 PM

Pledge of Allegiance

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

Roll Call	Present	Cantrell, Weber, Stewart, Seeders, Payne, Fisk
	Also Present	Mulfinger, Rigdon, Dillon
	Absent	None

Additions or Deletions

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

Motion Carried

Citizens Public Comments - See Guidelines for Public Comments Below

No comments were made.

Consent Agenda

1. Consideration of a motion to approve the minutes of the September 14, 2020 Council meeting
2. Consideration of the Claims Resolution in the amount of \$1,088,485.77
3. Consideration of a Class 'E' Liquor and Class 'C' Beer Permit renewal for Fareway Stores, Inc. #412

A motion was made by Fisk, seconded by Seeders to adopt the consent agenda. All voted aye. (Cantrell abstained from item #1 due to being absent.)

Motion Carried

Resolutions

4. Consideration of a Resolution Directing the Sale of the City's Interest in Parcel AF in the Southeast Quarter of the Northwest Quarter of Section 21, Township 91 North, Range 9 West of the 5th P.M., Consisting of Portions of Lots 5, 6, and 7, Block 1, McDonald's Addition to Oelwein, All of Don Ross Subdivision of McDonald's Addition, and a Portion of Lot 3, Block 1, Don Ross Addition to Oelwein, All in the City of Oelwein, Fayette County, Iowa

A motion was made by Fisk, seconded by Cantrell to adopt Resolution No. 5209-2020.

Ayes: Cantrell, Weber, Stewart, Seeders, Payne, Fisk
Nays: None

Motion Carried

5. Consideration of a Resolution to set Public Hearing on Proposed Vacation and Conveyance to the Adjoining Property Owner(s), of the Alley Running North and South between Lots 13, 14, 15, 16, 17 and 18 and Lots 19, 20, 21, 22, 23 and 24, Bentley's Subdivision of Block 9, Martins Third Addition to Oelwein, Fayette County, Iowa

A motion was made by Fisk, seconded by Weber to adopt Resolution No. 5210-2020.

Ayes: Cantrell, Weber, Stewart, Seeders, Payne, Fisk
Nays: None

Motion Carried

6. Consideration of a Resolution Suspending Payment to the Fayette County Landfill Commission for Recycling Fees

A motion was made by Cantrell, seconded by Weber to adopt Resolution No. 5211-2020.

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

Nays: None

Motion Carried

7. Consideration of a Resolution regarding Demolition of Dangerous Buildings

A motion was made by Weber, seconded by Fisk to adopt Resolution No. 5212-2020.

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

Nays: None

Motion Carried

Dillon stated we are balancing a legal budget with our duty to prevent harm to the citizens of the city through dangerous buildings. Those that are deemed dangerous by the housing appeals board and not simply a nuisance or abandoned require direct action at once, even if it is not the highest likelihood of recovering costs. In these cases, using a general nuisance action would delay actual removal of the dangerous building for an estimated 9 months at a minimum.

Motions

8. Consideration of a motion authorizing signatures on Certificate of Substantial Completion for Disinfection and 42 Well Improvements Project

A motion was made by Seeders, seconded by Stewart authorizing signatures. All voted aye.

Motion Carried

Utility Superintendent Kane explained what substantial completion means versus final completion.

9. Consideration of a motion to approve Wings East Pavement Improvements Change Order No. 1 in the amount of \$25,288.00

A motion was made by Seeders, seconded by Weber to approve the Change Order. All voted aye.

Motion Carried

Fisk requested the city review the west end of 3rd Street for water drainage issues.

Committee Reports

10. Report from Cantrell on September Park and Recreation Committee meeting

Cantrell presented the minutes of the September 23, 2020 meeting. A copy can be found at <http://www.cityofelwein.org/government/agendas-and-minutes>.

Council Updates

Mayor DeVore requested cameras with solar panels be put in the parks to monitor vandalism that keeps taking place.

Mayor's Report

- K. Consideration of a motion to reappoint Greg Bryan to the Airport Board

A motion was made by Cantrell, seconded by Stewart to approve the reappointment. All voted aye.

Motion Carried

City Attorney's Report

Dillon stated he is expecting information from the railroad regarding the trails soon.

Adjournment

A motion was made by Weber, seconded by Cantrell to adjourn at 6:50 P.M. All voted aye.
Motion Carried

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held September 28, 2020 and copy of said proceedings was furnished to the Register September 29, 2020.

Dylan Mulfinger, City Administrator

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VACATION AND CONVEYANCE TO ADJOINING PROPRIETORS OF THE ALLEY RUNNING NORTH AND SOUTH BETWEEN LOTS 13, 14, 15, 16, 17 AND 18 AND LOTS 19, 20, 21, 22, 23 AND 24, BENTLEY'S SUBDIVISION OF BLOCK 9, MARTINS THIRD ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA.

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

Section 1. Purpose: The purpose of this Ordinance is to Vacate that portion of the

ALLEY RUNNING NORTH AND SOUTH BETWEEN LOTS 13, 14, 15, 16, 17 AND 18 AND LOTS 19, 20, 21, 22, 23 AND 24, BENTLEY'S SUBDIVISION OF BLOCK 9, MARTINS THIRD ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA.

And thereby relieve the City of Oelwein of the responsibility for its maintenance and supervision.

Section 2. Facts Found: The Council of the City of Oelwein, hereby makes the following findings:

- A. The above described alley has been unused for more than 10 years and is not needed for public use and provides no benefit to the general public. Therefore, continued maintenance of said alley at public expense is not justified.
- B. The proprietors of the real estate adjoining said alley are:
 - (1) David D. Moore and Garland E. Moore, husband and wife, hold title to Lots 13 - 16 and Lots 19 - 24, Bentley's Subdivision of Block 9, Martin's Third Addition to Oelwein, Fayette County, Iowa, adjoining said real estate and alley.
 - (2) James Peterson and Cecelia Peterson, husband and wife, hold title to the West fifty (50) feet of Lots 17 and 18, Bentley's Subdivision of Block 9, Martin's Third Addition to Oelwein, Fayette County, Iowa, adjoining said real estate and alley
- C. The vacation of said alley will not deny owners of property abutting on said alley reasonable access to their adjoining property.
- D. Iowa Code section 354.23 authorizes a City to vacate and convey a vacated alley to the adjoining proprietors through the Vacation Ordinance.
- E. Notice of the intended vacation and conveyance including the date on which the Council will consider the vacating and conveying Ordinance, has been published and posted at least once along the described alley not less than four (4), nor more than twenty (20), days before the date set for the hearing, as provided in Section 363.3(1) of the Code of Iowa.

Section 3. Vacation: That portion of the ALLEY RUNNING NORTH AND SOUTH BETWEEN LOTS 13, 14, 15, 16, 17 AND 18 AND LOTS 19, 20, 21, 22, 23 AND 24, BENTLEY'S SUBDIVISION OF BLOCK 9, MARTINS THIRD ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA. is hereby vacated.

Section 4. Conveyance: The above described vacated alley shall be conveyed to the adjoining proprietors as follows:

- A. The City of Oelwein, an Iowa Municipal Corporation, does hereby Quit Claim to David D. Moore and Garland F. Moore, Husband and Wife, as Joint Tenants with Rights of Survivorship and not as Tenants in Common, all right, title, interest, estate, claim and demand in the following describer real estate in Fayette County, Iowa:

West one-half (½) of alley adjacent to Lots 19-24, Bentley’s Subdivision of Block 9, Martin’s Third Addition to Oelwein, Fayette County, Iowa

And

East one-half (½) of alley adjacent to Lots 13-16, Bentley’s Subdivision of Block 9, Martin’s Third Addition to Oelwein, Fayette County, Iowa

- B. The City of Oelwein, an Iowa Municipal Corporation, does hereby Quit Claim to James Peterson and Cecelia Peterson, Husband and Wife, as Joint Tenants with Rights of Survivorship and not as Tenants in Common, all right, title, interest, estate, claim and demand in the following described real estate in Fayette County, Iowa:

East one-half (½) of alley adjacent to the West Fifty (50) Feet of Lots 17 and 18, Bentley’s Subdivision of Block 9, Martin’s Third Addition to Oelwein, Fayette County, Iowa

Section 5. Repealer: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 6. Severability Clause: If any section, provision or part of this ordinance hall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

First Reading: October 12, 2020
Second Reading:
Third Reading:

Passed and adopted by the City Council of the City of Oelwein, Iowa this ____ day of October, 2020.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

Dylan Mulfinger, City Administrator

First Reading on _____:
It was moved by _____ and seconded by
that the Ordinance as read be adopted, and upon roll
call there were:
AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

Second Reading on _____ It was moved by _____ and seconded by _____ that the Ordinance as read be adopted (or to suspend the rules), and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
M Weber				
Cantrell				
Fisk				
Stewart				
Seeders				
Payne				

Third Reading on _____ It was moved by _____ and seconded by _____ that the Ordinance as read be adopted (or to suspend the rules) and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
M Weber				
Cantrell				
Fisk				
Stewart				
Seeders				
Payne				

ORDINANCE NO. _____

An Ordinance Providing for the Division of Taxes Levied on Certain Taxable Property added to the Industrial Park Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

BE IT ENACTED by the Council of the City of Oelwein, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on certain taxable property that has been added to the Industrial Park Urban Renewal Area, each year by and for the benefit of the state, city, county, school districts or other taxing districts, after the effective date of this ordinance, in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Oelwein to finance projects in the Industrial Park Urban Renewal Area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Oelwein, Iowa.

“County” shall mean Fayette County, Iowa.

“2020-1 Property” shall mean certain taxable property that was added to the Industrial Park Urban Renewal Area by resolution of the City Council adopted on October 12, 2020, with the following Fayette County Real Property Tax Identification Parcel Numbers:

18-28-451-010 and 18-28-451-003

Section 3. Provisions for Division of Taxes Levied on 2020-1 Property. After the effective date of this ordinance, the taxes levied on the 2020-1 Property each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the 2020-1 Property is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the 2020-1 Property, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the 2020-1 Property on the effective date of this ordinance, but to which the 2020-1 Property has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of

January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the 2020-1 Property to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Industrial Park Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, to the extent authorized by Section 403.19(2) of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa, to the extent authorized by Section 403.19(2) of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the 2020-1 Property exceeds the total assessed value of the 2020-1 Property as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the 2020-1 Property shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the 2020-1 Property shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Industrial Park Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication, as provided by law.

Section 7. Filing with County Auditor. A copy of this Ordinance shall be filed in the office of the County Auditor of Fayette County, Iowa.

Passed by the Council of the City of Oelwein, Iowa, on October 12, 2020.

Mayor

Attest:

City Clerk

Approved on October 12, 2020.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

A resolution approving 2020-1 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 identifies property to be added and describes a new urban renewal project in the Urban Renewal Area related to a development agreement with Hy-Vee (the “Urban Renewal Project”) 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 2020-1 Amendment to the Urban Renewal Plan for the Industrial Park Urban Renewal Area conforms to the general plan of the City.

B. The proposed project described in the 2020-1 Amendment to the Urban Renewal Plan for the Industrial Park Urban Renewal Area is 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 2020-1 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 project 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 October 12, 2020.

Mayor

Attest:

City Clerk

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

**2020-1 AMENDMENT
URBAN RENEWAL PLAN**

October, 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 property that is being added to the Urban Renewal Area and a new urban renewal project that is proposed to be undertaken in the Urban Renewal Area.

The property to be added to the Urban Renewal Area is located at 1345 S. Frederick Street.

The project involves a tax increment rebate agreement with Hy-Vee, with respect to the development and renovation of facilities located on the property that is being added to the Urban Renewal Area, which calls for tax increment rebate payments in an amount not to exceed \$400,000. Payments under the agreement 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 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	 \$400,000

RESOLUTION _____

Approving Development Agreement with Hy-Vee, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Oelwein, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Industrial Park Urban Renewal Area (the “Urban Renewal Area”) and has adopted the 2020-1 Amendment to the Urban Renewal Plan; and

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

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with Hy-Vee (the “Company”) in connection with the development of commercial property located in the Urban Renewal Area, at 1345 S. Frederick Street; and

WHEREAS, the Development Agreement would provide property tax incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$400,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Development Agreement, and has otherwise complied with statutory requirements for the approval of the Development Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby finds that:

(a) The Hy-Vee Project will add diversity and generate new opportunities for the Oelwein and Iowa economies;

(b) The Hy-Vee Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The Council further finds that a public purpose will reasonably be accomplished by entering into the Development Agreement and providing the property tax payments to Hy-Vee.

Section 3. The Development Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Development Agreement on behalf of the City, in substantially the form and content in which the Development Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Development Agreement.

Section 4. All payments by the City under the Development Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Development Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Development Agreement shall be payable solely from a subfund which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

Fayette County Property Tax Identification Parcel Numbers: 18-28-451-003 and
18-28-451-010
(the "Hy-Vee Subfund").

Section 5. The City hereby pledges to the payment of the Development Agreement the Hy-Vee Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Development Agreement unless and until monies from the Hy-Vee Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Fayette County to evidence the continuing pledging of the Hy-Vee Subfund and the portion of taxes to be paid into that Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved October 12, 2020.

Mayor

Attest:

City Clerk

RESIDENTIAL DEMO GRANT 160-5200-64901

forfeited prior years awards	\$8,172.53
Budget 2020-2021	<u>\$25,000.00</u>
	\$33,172.53

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

REMAINING BALANCE \$24,772.53



RESIDENTIAL DEMOLITION ASSISTANCE APPLICATION

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

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

PROJECT INFORMATION

Address of Property
to be Demolished:

124 4th AV SW

Applicant Name:

Mark Ihde + Diane Ihde

Owner Name:

Mark Ihde + Diane Ihde

Mailing Address:

27974 Maple Rd

City, State, Zip:

West Union, IA, 52175

Phone:

563-379-8760

E-mail Address:

mdj331@gmail.com

Legal Description:

LOT 21 BLK 1 Browns Sub

Application date:

9-21-2020

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

Year awarded

Project (address of property)

Amount awarded

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

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

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

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

Partner

Identify participation in project

(For Official Use Only)

Community Development Department Application Review

Application reviewed on: October, 8, 2020

Application reviewed by: Jay Shekleton

Comments:

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

Brewer Construction, LLC

1251 Fontana Blvd
Hazleton, IA 50641

Item 11.

Estimate

Date	Estimate #
10/18/2019	432

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

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

Customer Signature _____

Bryan Construction Inc

1302 Outer Rd
Oelwein, IA. 50662

Item 11.

Estimate

DATE	ESTIMATE NO.
12/7/2019	2338

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

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

October 2, 2020

Mark Ihde
27974 Maple Road
West Union, Iowa 52175

Re: House Demolition at 124 4th Ave. SW

Mark Ihde,

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

Scope of Work – Demolition

City of Oelwein Demolition Permit

Iowa One Call to locate utilities

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

Demolition of house and garage

Removal of building debris and landfill dumping fees

Removal of concrete slabs, walls, and footings to 4' below grade

Removal of concrete private sidewalks

Backfill of basement and crawl spaces

Regrade disturbed areas to drain

4" of topsoil and fine grading

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

General Liability Insurance

Exclusions

Disconnect of electrical and gas services

Removal and replacement of concrete City curb and gutter

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

Bid Proposal - \$6,935.00

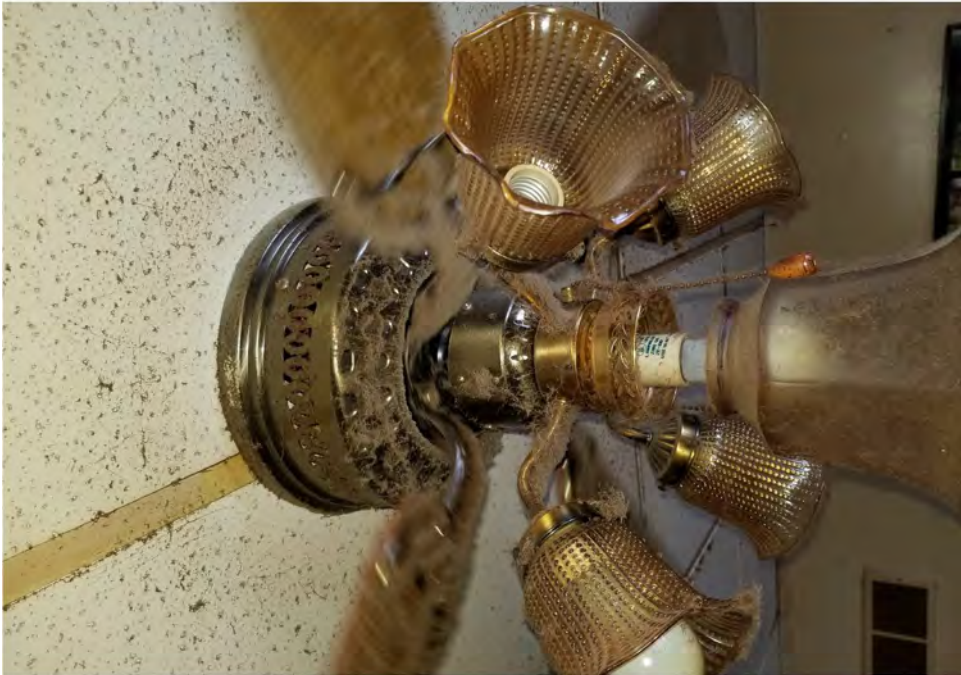
Terms – Net 15 Days

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

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

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

Respectfully submitted,
Chad Lansing
Lansing Brothers Construction











































RESIDENTIAL DEMOLITION ASSISTANCE APPLICATION

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

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

PROJECT INFORMATION

Address of Property
to be Demolished:

407 E. Charles St. Oelwein IA

Applicant Name:

Roger A + Linda L. Medberry

Owner Name:

Roger A + Linda L. Medberry

Mailing Address:

401 E. Charles St

City, State, Zip:

Oelwein, IA 50662

Phone:

319-238-1960 OR 319-238-1962

E-mail Address:

Linda.medberry@gmail.com

Legal Description:

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

Application date:

9/3/2020

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

Year awarded N/A

Project (address of property) N/A

Amount awarded N/A

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

List the last time this structure was served by utilities 9/1/2020

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

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

Partner

Identify participation in project

N/A

N/A

(For Official Use Only)

Community Development Department Application Review

Application reviewed on: October 8, 2020

Application reviewed by: Jay Shetleton

Comments:

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

August 17, 2020

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

Re: House Demolition at 407 East Charles St.

Roger & Linda Medberry,

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

Scope of Work – Demolition

City of Oelwein Demolition Permit

Iowa One Call to locate utilities

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

Demolition of house and garage

Removal of building debris and landfill dumping fees

Removal of concrete private sidewalks

Collapsing and breaking up of foundation walls and basement walls

Backfill of basement

Regrade disturbed areas to drain

4" of topsoil and fine grading

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

General Liability Insurance

Exclusions

Disconnect of electrical and gas services

Removal of patio pavers

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

Bid Proposal - \$8,285.00

Terms – Net 15 Days

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

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

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

Respectfully submitted,
Chad Lansing
Lansing Brothers Construction

Bryan Construction Inc

1302 Outer Rd
Oelwein, IA. 50662

Item 11.

Estimate

DATE	ESTIMATE NO.
6/17/2020	2346

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

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

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

Item 11.



























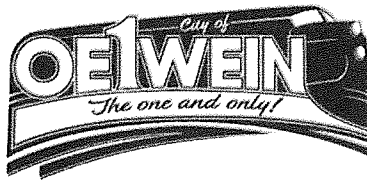












RESIDENTIAL DEMOLITION ASSISTANCE APPLICATION

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

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

PROJECT INFORMATION

Address of Property to be Demolished:	321 1st Ave SE, Oelwein, IA 50662
Applicant Name:	Tim Reed / NMK Rentals, LLC
Owner Name:	NMK Rentals, LLC
Mailing Address:	601 11th Ave NE
City, State, Zip:	Independence, IA 50644
Phone:	319-240-5265
E-mail Address:	shelly@timreed.net
Legal Description:	The South Half of Lot 2, Block 5, Oelwein's 3rd Addition to Oelwein, Fayette County, Iowa
Application date:	9/30/2020

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

Year awarded 2019

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

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

List last date the structure was continuously occupied August 2020

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

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

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

Partner

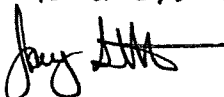
Identify participation in project

none

(For Official Use Only)

Community Development Department Application Review

Application reviewed on: October 8, 2020

Application reviewed by: 

Comments:

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

Garage structure is in need of repair.

Bryan Construction Inc

1302 Outer Rd
Oelwein, IA. 50662

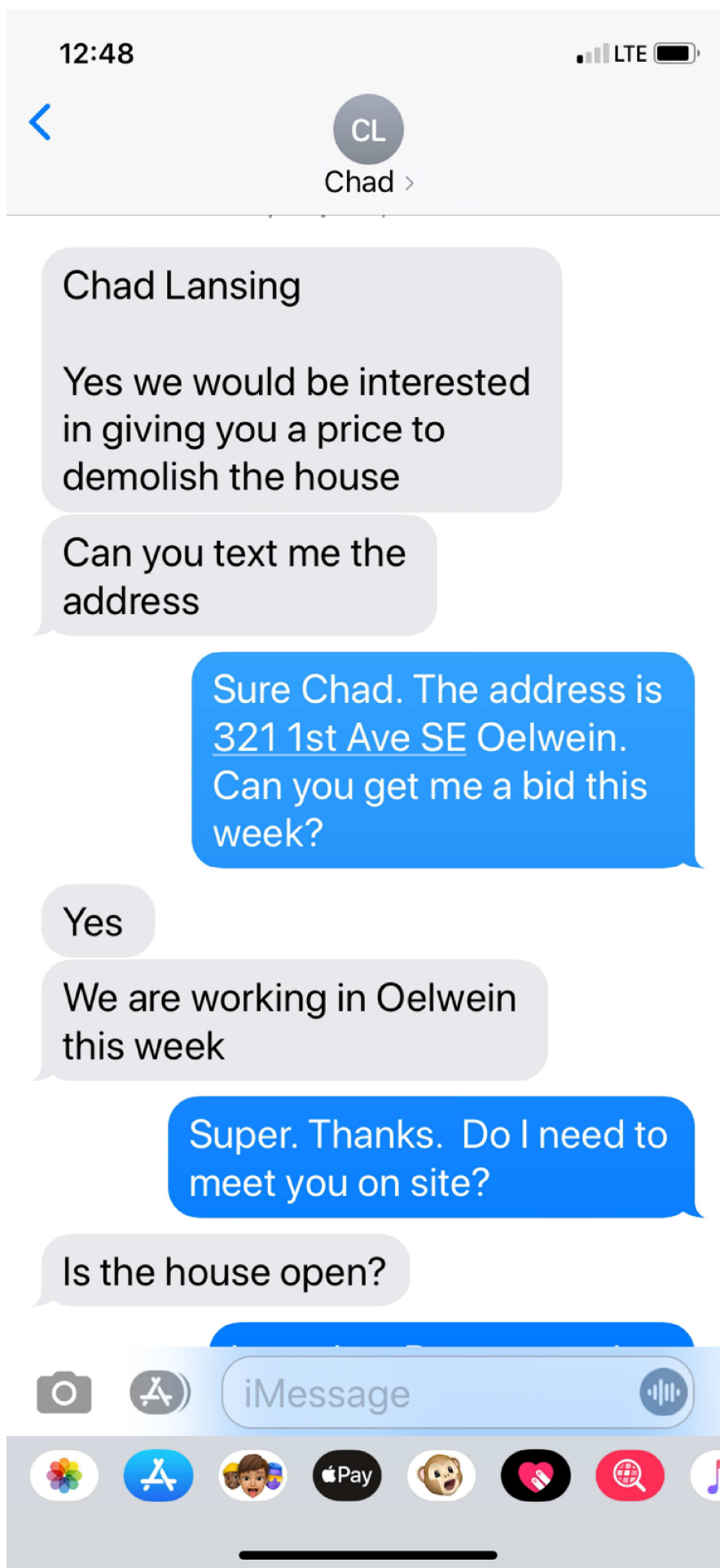
Item 11.

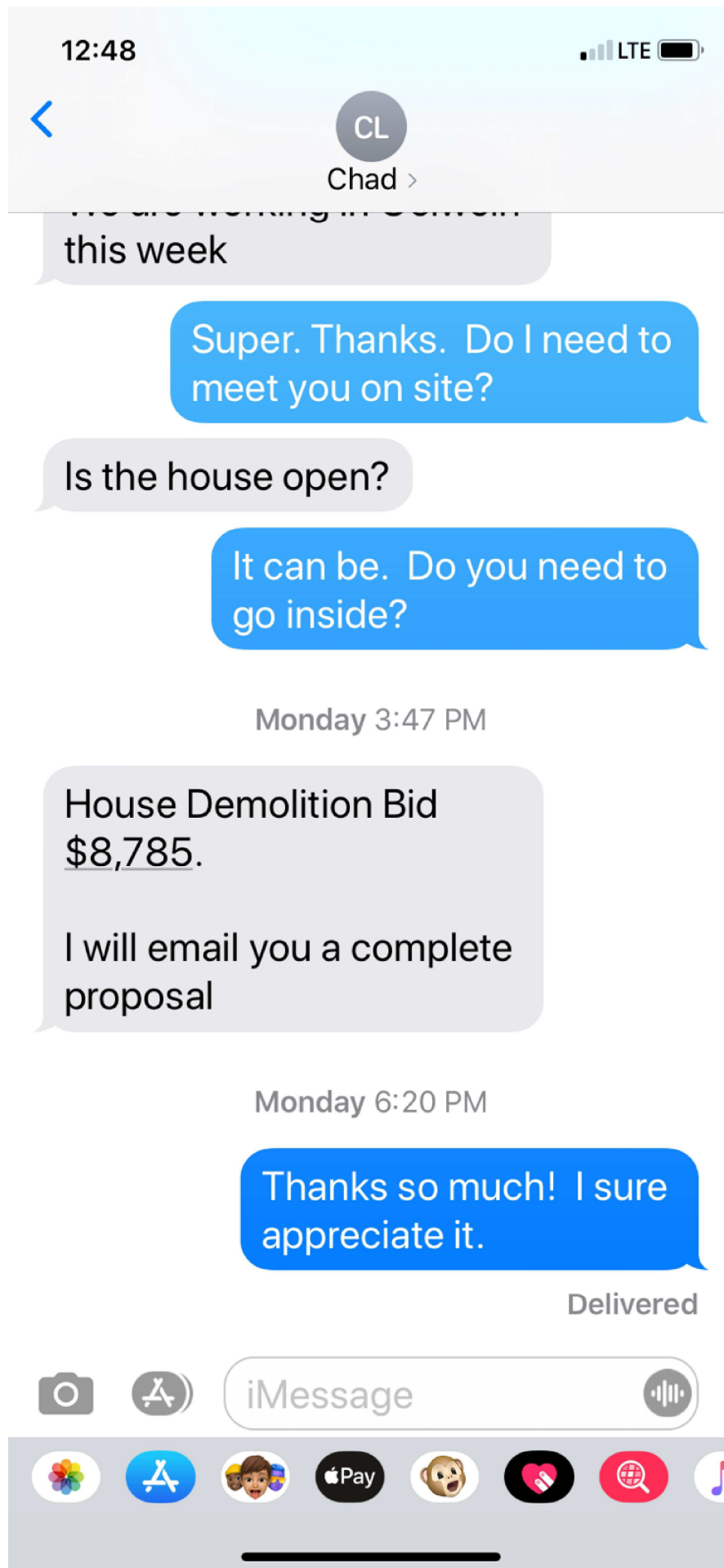
Estimate

DATE	ESTIMATE NO.
9/30/2020	2352

NAME / ADDRESS
Tim Reed

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Demolition House And Garage 321 1st Ave. SE Oelwein 1. Cap Utilities As Required By City 2. Provide Demolition Permit 3. Remove Trees As Needed 4. Demolish House And Garage 5. Transport / Disposal Of House And Contents At Black Hawk County Landfill 6. Remove Foundation And Provide Clean Fill To Minimum 4' Depth 7. All Work To Be In Compliance With Governing Regulations 8. Tire Removal Fee Is \$20.00 Each (Not Included)		7,850.00	7,850.00
Proposal Valid For 30 Days		TOTAL	\$7,850.00





TODD PERKINS
1743 150th St
HAZZLETON, IA 50641

Item 11.

Estimate

DATE	ESTIMATE #
10/1/2020	111

BILL TO

Tim Reed

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

RESIDENTIAL PURCHASE AGREEMENT

TO: Joni L. Durnan (SELLER)

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

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

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

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

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

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

D. BUYERS shall pay all other special assessments.

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

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

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

7. CONDITION OF PROPERTY.

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

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

8. **ABSTRACT AND TITLE.** SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees.

9. **SURVEY.** BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLERS shall pay the cost thereof.

10. **ENVIRONMENTAL MATTERS.** SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here: **None.**

11. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.

12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of the death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.

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

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

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

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

22. ADDITIONAL PROVISIONS:

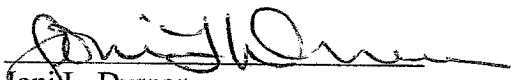
A. Buyer agrees to pay for the preparation of the purchase agreement, cost of Title Certificate, title opinion fees, recording of the Deed, and the closing fee to Roberts & Eddy, P.C. to serve as Settlement Agent.

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

Accepted 9/19/2020, 2020.

Dated 9/19/2020, 2020.

SELLER


Joni L. Durnan

BUYER

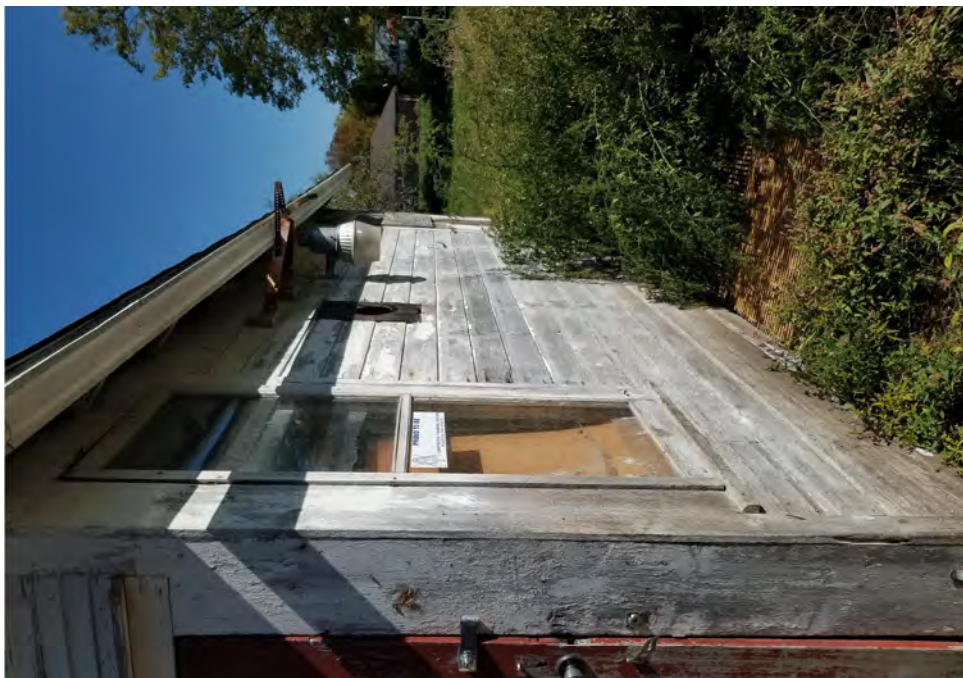
NMK Rentals, LLC


Timothy J. Reed, Manager















Item 11.

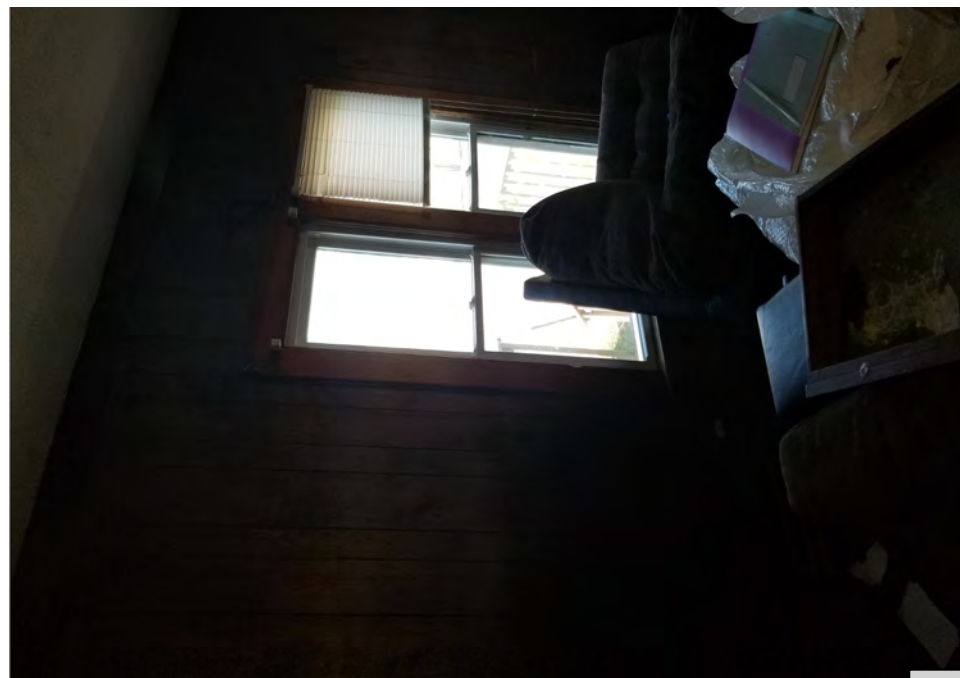
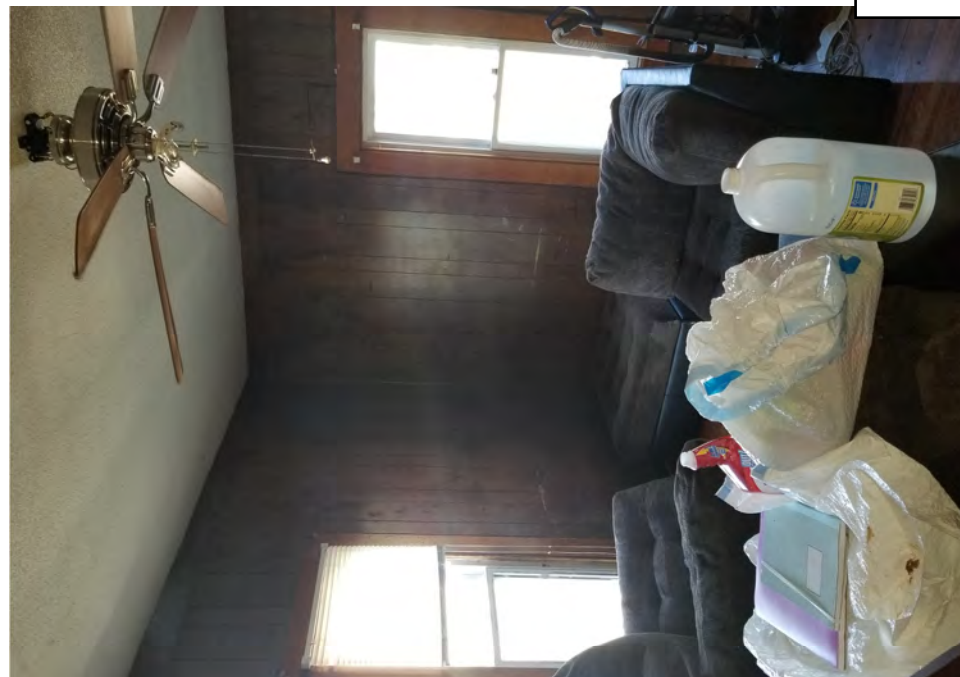
























RESIDENTIAL DEMOLITION ASSISTANCE APPLICATION

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

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

PROJECT INFORMATION

Address of Property
to be Demolished: 818 1st Ave NE

Applicant Name: Margaret Woodson

Owner Name: Margaret Woodson

Mailing Address: 812 1st Ave NE

City, State, Zip: Oelwein IA 50662

Phone: 319-238-3395

E-mail Address: woodsonmaggie@gmail.com

Legal Description: Lots 14 and 15 Block 9 Oelwein
Land Companys first addition

Application date: 10/5/20

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

Year awarded

Project (address of property)

Amount awarded

List last date the structure was continuously occupied

List the last time this structure was served by utilities

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

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

Partner

Identify participation in project

(For Official Use Only)

Community Development Department Application Review

Application reviewed on: October 8, 2020

Application reviewed by: Jey Shebleton

Comments:

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

PURCHASE AGREEMENT

Date: July 9, 2020

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

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

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

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

By: Margaret Woodson

By: Mike Klemme

Date _____

M _____

Address Dustin Zieser

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

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

Bryan Construction Inc

1302 Outer Rd
Oelwein, IA. 50662**Estimate**

DATE	ESTIMATE NO.
8/19/2020	2350

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

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





























Item 11.











RESIDENTIAL DEMOLITION ASSISTANCE APPLICATION

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

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

PROJECT INFORMATION

Address of Property
to be Demolished:

825 - North Frederick

Applicant Name:

Debra K. Fox

Owner Name:

Debra K Fox

Mailing Address:

825 - N Frederick

City, State, Zip:

Oelwein, Iowa 50662

Phone:

319 238 - 2841

E-mail Address:

Legal Description:

Application date:

10-8-20

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

Year awarded

Project (address of property)

Amount awarded

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

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

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

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

Partner

Identify participation in project

(For Official Use Only)

Community Development Department Application Review

Application reviewed on: *October 8, 2020*

Application reviewed by: *[Signature]*

Comments:

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

Tammy Smith

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

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

Deb Fox,

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

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

Let me know if you have any questions.

Thanks.

Chad Lansing
Lansing Brothers Construction
563-543-7360













Lansing Brothers Construction Co. Inc.
101 First Street East
P.O. Box 36
Luxemburg, Iowa 52056
Office 563-853-2645

FED ID# 42-0945166

Customer: City of Oelwein
20 Second Ave. S
Oelwein, Iowa 50662

Date: 10-1-2020

Re: 2020 House Demolition Project – Group 3

GROUP 3 OF 5

225 2 nd Ave. SE	\$9,000.00
541 4 th Ave. SE	\$8,000.00
322 4 th Ave SE	\$8,500.00
34 5 th Ave. SE	\$8,500.00
129 5 th Ave. NE	\$9,500.00
219 Lincoln Dr. NE	\$10,000.00
15 4 th St. NE	\$7,500.00
17 2nd Ave. SE	\$9,000.00

Total Due this Invoice - \$70,000.00



ECCO Midwest, Inc.
 2939 Enterprise Avenue, Ste. B
 Hastings MN 55033
 651-788-9556
 info@ECCOMidwest.com
 www.ECCOMidwest.com

Contract Invoice

Invoice #: 20083-001
 Invoice Date: 10/01/2020
 Order #:

Billed To: Oelwein, City of
 Community Development Department
 20 Second Avenues Southwest
 Oelwein IA 50662

Project: City of Oelwein-22 Properties
 Oelwein IA 50662

Terms: 30DY

Due Date: 10/31/2020

Description	Unit	Qty.	Price	Amount
07/20/20 to 09/21/20 Asbestos Containing Materials Abatement:				
BASE BID	LS	1.00	55,700.00	55,700.00
ADD-Additional Properties/Extra Work Approved 09/30/20	LS	1.00	15,131.31	15,131.31

A service charge of 1.5% per annum may be charged on all amounts overdue on regular statement dates.

Thank you for business and your prompt payment!

Non-Taxable Amount:	70,831.31
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due This Invoice:	70,831.31

Brewer Construction, LLC

1251 Fontana Blvd
Hazleton, IA 50641

Estimate

Item 14.

Date	Estimate #
8/7/2020	488

Name / Address
Oelwein 20 2nd Ave. S.W. Oelwein IA 50662

			Project
Description	Qty	Cost	Total
Concrete footing, foundation, floor and excavation for house delivery at 318 7th Street S.W.	1	30,450.00	30,450.00
All work is complete!		Total	\$30,450.00

Customer Signature _____

The October 1, 2020 meeting of the City of Oelwein Airport Board was called to order at 6:00 P.M.

PRESENT: Tuchscherer, Nations, Bryan, Bagge

ABSENT: Woodraska

ALSO PRESENT: Council Liaison Stewart, FBO Tegeler

Approve Minutes A motion was made by Tuchscherer, seconded by Bagge to approve the minutes of the May 28, 2020 meeting. All voted aye.

Motion Carried

Expense/Revenue A motion was made by Tuchscherer, seconded by Nations to approve the Expense and Revenue reports. All voted aye.

Motion Carried

FBO Report Tegeler reported crop spraying is completed for the year. He has remitted \$5,600.00+ to the city for fuel fees. Tegeler mentioned the meter that tracks running gallons on the 100 low lead pump is not operating. It is a mechanical meter. The general consensus of the Board was that FBO Tegeler should call Dicks Petroleum to have it looked at.

The rear brake in the courtesy car has been repaired. The battery will not hold a charge and a maintainer has to be on all the time. Any time the courtesy has been broke down the old City car is available for use.

Federal Funding Discussion was held on the Federal Funding. Tegeler questioned if we lost funding as it re-allocated to another city. Stewart stated when the FAA asks cities to reappropriate funding it is because we are on the verge of losing the money. The next project is completion of the taxiway to end. Tegeler stated he did not want to lose the grass runway. Bryan is positive the city will have input for future projects.

Landscaping Bryan would like to see 1-2' of pea rock and shrubs planted around the terminal building to eliminate weeds and the need to use roundup. He would like to see it completed this fall. Tegeler is in favor of the pea gravel but believes shrubs would require additional care. It was noted plastic or brick edging would be needed along with fabric. A motion was made by Tuchscherer, seconded by Nations to obtain quotes to forward to the City for approval. All voted aye.

Motion Carried

Bryan volunteered to obtain bids.

Suspicious Person Tuchscherer stated there was a suspicious person on the airport grounds during crop dusting season and the police department was called the second time the

person showed up. Security cameras only report when there is motion.
Discussion was held on installing a gate on the west drive.

Hangar Vacancy Tegeler reported there are currently two empty hangars.

Restroom Dispensers Bagge questioned why the paper towel dispensers are not being used.
Following discussion Bagge volunteered to research suppliers for products that will fit the dispensers.

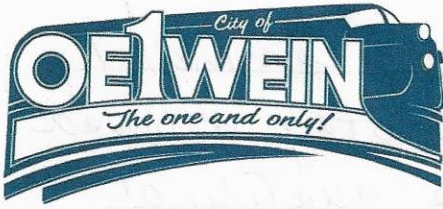
Crack Sealing The Board discussed the need for crack sealing. Stewart said this qualified for State money. Members would like to see this as a priority and Bryan will discuss this with City Administrator Mulfinger.

Chairman Bryan stated he would like to step down as Chairman. This will be discussed at the next meeting.

Meeting Date November 19, 2020 was scheduled for the next meeting.

Adjourn A motion was made by Bagge, seconded by Tuchscherer to adjourn at 7:10 P.M.
All voted aye.

Motion Carried



Application for Appointment to Boards and Commissions

20 Second Avenue SW, Oelwein, Iowa 50662

319-283-5440

Name Lou Ann Milks

Address 212 10th St SW Oelwein

Phone 312-771-8026 E-Mail louannsguiltshop@gmail.com

Occupation retired How long have you been a resident of Oelwein? 34 years

Please check the following boards or commissions to which you would like to be appointed:

<input type="checkbox"/>	Airport Board	<input type="checkbox"/>	Civil Service Commission
<input type="checkbox"/>	Electrical Board	<input type="checkbox"/>	International Code Council Board of Appeals
<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Mechanical Board
<input checked="" type="checkbox"/>	Park & Recreation Commission	<input type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	Plumbing Board	<input type="checkbox"/>	Tree Board
<input type="checkbox"/>	Zoning Board of Adjustment	<input type="checkbox"/>	

Describe past experience which would benefit the board or commission applied for:

I recently served on the Oelwein
City Council for 5 years.

Describe the qualities and attributes you possess that would be of benefit to the board or commission applied for:

I'm a strong advocate for parks
and recreation. I enjoy the outdoors,
swimming and biking.

Describe your desire to serve on this board of commission:

As a member of the Delwein Community I feel it is important to stay involved in activities to improve the quality of life in our town.

Describe similar volunteer experiences:

Years ago I was co-chair then chairman of Delwein Area United Way. I've served as an RSVP for Wings Park School and will again distributing food bags.

Describe any goals and/or objectives you envision for the board/commission:

Delwein has an active tree board which is an important part of parks - replanting TREES.

Any additional information or comments you wish to offer:

I ♥ Delwein.

Hours of Availability:

as needed

Gouann Mills

Applicant Signature

10-5-2020

Date

City Hall

Reviewed by:

☐ Mayor ☐ City Administrator ☐ Board or Commission Chair ☐ Department Head



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 # 7177
Date: 09/30/2020
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Service	07/28/2020	07.28.2020: Review of email from Pat Dillon re: dog bite and Officer Heller's response; .1 NJL	0.10	\$133.43	\$13.34
Service	07/28/2020	07.28.2020: Phone call from Rodriguez re: dog bite opinion. Draft email to Heller and Dillon; .3 NJL	0.30	\$133.43	\$40.03
Service	07/29/2020	07.29.2020: Review of email chain re: Oelwein v. Roznick; .1 NJL	0.10	\$133.43	\$13.34
Service	08/10/2020	08.10.2020: Review of email and attachments from Heller re: dog bite case; email to Dillon about same. .3 NJL	0.30	\$133.43	\$40.03
Service	08/11/2020	08.11.2020: Email from Dillon and to Dillon re: dog bite; email to Heller re: investigation of dog bite; .2 NJL	0.20	\$133.43	\$26.69
Service	08/18/2020	08.18.2020: Attendance at: Oelwein v. Moser and Oelwein v. Jensen; .3 NJL	0.30	\$133.43	\$40.03
Service	08/24/2020	08.24.2020: Phone call from Martinez re: vicious dog declaration clarification; .1 NJL	0.10	\$133.43	\$13.34
Service	08/25/2020	08.25.2020: Review of Oelwein v. Gabriel; prepare for trial; .2 NJL	0.20	\$133.43	\$26.69
Service	08/25/2020	08.25.2020: Attendance at Oelwein v. Gabriel; conference with respondent, magistrate, and officer; .5 NJL	0.50	\$133.43	\$66.72
Service	09/02/2020	report to the court draft and filed	0.20	\$59.60	\$11.92
Service	09/03/2020	discussion and email with Kisha and email to mayor and	0.25	\$133.43	\$33.36

		administrator			
Service	09/07/2020	09.07.2020: Text message from Dillon re: Oelwein v. Kapler set for 09.08.2020, respond to same; .1 NJL	0.10	\$133.43	\$13.34
Service	09/08/2020	update spreadsheet, email from Nathan, calendar events, email to Pat, review filings	0.30	\$59.60	\$17.88
Service	09/08/2020	09.08.2020: Review of Oelwein v. Kapler; .1 NJL	0.10	\$133.43	\$13.34
Service	09/08/2020	09.08.2020: Attendance at Oelwein v. Kapler; .3 NJL	0.30	\$133.43	\$40.03
Service	09/09/2020	emails from Pat, email to Paul re fire house, send certified notice to Paul, email to Jay and Dylan re 657A	0.30	\$59.60	\$17.88
Service	09/09/2020	Research related to changing from ward system	2.00	\$59.60	\$119.20
Service	09/09/2020	review change of government doc, email re barker property and other hanging 657As	0.25	\$133.43	\$33.36
Service	09/11/2020	email to Nathan re cases next week, review filings, check witness notifications	0.30	\$59.60	\$17.88
Service	09/11/2020	attention to firehouse delay request, status request on Rise building.	0.40	\$133.43	\$53.37
Service	09/14/2020	email to Nathan, Sam, Devore, Pat, with cases spreadsheet, email to Ted re service update, review cases	0.30	\$59.60	\$17.88
Service	09/14/2020	packet retrieval	0.30	\$59.60	\$17.88
Service	09/14/2020	city council meeting	0.75	\$133.43	\$100.07
Service	09/15/2020	09.15.2020: Review of Oelwein v. Hills, Oelwein v. Pauling; prepare for trial. .2 NJL	0.20	\$133.43	\$26.69
Service	09/15/2020	09.15.2020: Attendance at Oelwein v. Hills, Oelwein v. Pauling, conference with magistrate and Prouty; .5 NJL	0.50	\$133.43	\$66.72
Service	09/16/2020	email to Sam, review judgments, adjust spreadsheet, calendar task	0.20	\$59.60	\$11.92
Service	09/16/2020	email to sam and Prouty, update spreadsheet, set task, review filing	0.20	\$59.60	\$11.92
Service	09/16/2020	look up new officer contact, update spreadsheet with new citation save citation in file	0.20	\$59.60	\$11.92
Service	09/17/2020	Flat Rate: Drafting Warranty Deed and Groundwater Hazard Statement to Chad Davis	1.00	\$100.00	\$100.00
Service	09/17/2020	email to Nathan re next week cases	0.10	\$59.60	\$5.96
Service	09/18/2020	08.18.2020: Review of files: Oelwein v. Moser and Oelwein v. Jensen; Prepare for trial; .3 NJL	0.30	\$133.43	\$40.03
Service	09/21/2020	packet retrieval	0.30	\$59.60	\$17.88

Service	09/21/2020	email to Sam, draft report to the court and file	0.30	\$59.60	\$17.88
Service	09/22/2020	email to Sam judgements	0.10	\$59.60	\$5.96
Service	09/22/2020	Flat Rate: Drafting Warranty Deed & Groundwater Hazard Statement for 219 & 223 E Charles	1.00	\$100.00	\$100.00
Service	09/22/2020	09.22.2020: Call from Prouty re: Oelwein v. Mebyer Co. and Oelwein v. Pahl; Review of all three files and call back to Prouty; .2 NJL	0.20	\$133.43	\$26.69
Service	09/22/2020	09.22.2020: Attendance at: Oelwein v. Mebeyer Co. and Oelwein v. Pahl; 1.25 NJL	1.25	\$133.43	\$166.79
Service	09/23/2020	review judgements/filings, adjust spreadsheet	0.30	\$59.60	\$17.88
Service	09/23/2020	call from Pauling, call to clerk, email to Pat, case review	0.30	\$59.60	\$17.88
Service	09/23/2020	draft motion	0.10	\$59.60	\$5.96
Service	09/23/2020	correspondence from RVV re old alley	0.20	\$133.43	\$26.69
Service	09/24/2020	call from Pauling, email correspondence from Pat and Sam, draft affidavit and file, call from CLerk, draft proposed order, email to Pat	0.75	\$59.60	\$44.70
Service	09/24/2020	draft consent to judgment, email to Pat	0.30	\$59.60	\$17.88
Service	09/25/2020	draft motion to dismiss file, email from officer and Nathan	0.30	\$59.60	\$17.88
Service	09/25/2020	Resolution drafting, email to Pat	1.00	\$59.60	\$59.60
Service	09/25/2020	09.25.2020: Email from DeJong re: Oelwein v. Gabriel; Email back. .1 NJL	0.10	\$133.43	\$13.34
Service	09/28/2020	email to ted, review cases, email to Nathan x2, email to mayor sam nathan	0.50	\$59.60	\$29.80
Service	09/28/2020	packet retrieval	0.30	\$59.60	\$17.88
Service	09/28/2020	call to city for email addressess- send resolution	0.10	\$59.60	\$5.96
Service	09/28/2020	Pauling- email to Barb email to Sam, call to Tammy, call from Clerk	0.40	\$59.60	\$23.84
Service	09/28/2020	email correspondence with Ted re service	0.20	\$59.60	\$11.92
Service	09/28/2020	attend council meeting	0.75	\$133.43	\$100.07
Service	09/28/2020	packet review	0.25	\$133.43	\$33.36
Service	09/29/2020	review case status, discuss plan of action for J. Stienbron's continued fights.	0.25	\$133.43	\$33.36

Total **\$1,875.96**

Payment (09/30/2020) **-\$151.07**

Balance Owing \$1,724.89

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7051	08/28/2020	\$1,809.65	\$0.00	\$1,809.65

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7177	09/30/2020	\$1,875.96	\$151.07	\$1,724.89

Outstanding Balance	\$3,534.54
Total Amount Outstanding	\$3,534.54

Please make all amounts payable to: Dillon Law PC

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 # 7176
Date: 09/30/2020
Due Upon Receipt

City of Oelwein nuisance/abatement work

nuisance/abatement work 657A's

Type	Date	Notes	Quantity	Rate	Total
Service	08/31/2020	email from David Gorham, file Acceptance of Service	0.20	\$60.86	\$12.17
Service	09/02/2020	emails from ted re service, file return of service x2, email carol bill for ted	0.30	\$60.86	\$18.26
Expense	09/02/2020	Reimbursable expenses: Service fees Pauling etc.	1.00	\$175.00	\$175.00
Service	09/02/2020	email to Pat re westpfahl 12month suspension of fine, cases review	0.20	\$60.86	\$12.17
Service	09/08/2020	attention to Gykro/Delphia abandoned property 221 4th AV NW	0.50	\$136.83	\$68.42
Service	09/09/2020	Baker 657A review email to Pat, email to Dylan	0.30	\$60.86	\$18.26
Service	09/09/2020	email to and from Dylan re 657a pending cases	0.10	\$60.86	\$6.09
Service	09/09/2020	email correspondence with Sam, look up judgemnet send to sam	0.20	\$60.86	\$12.17
Expense	09/09/2020	Reimbursable expenses: certified mail to Eleven Talents	1.00	\$6.95	\$6.95
Service	09/11/2020	beacon searches and pdf downloads of 2 657A properties, email to abstract office requesting lien searches	0.20	\$60.86	\$12.17
Service	09/11/2020	make spreadsheet on fire house notices	0.30	\$60.86	\$18.26
Service	09/14/2020	email to Sam re moser, review timeline for registration.	0.20	\$60.86	\$12.17
Service	09/15/2020	initial work up of petition and original notice, iowa courts	1.00	\$60.86	\$60.86

		online search x2, land record search, beacon searches, review lien serches, update spreadsheet, email to PAt			
Service	09/15/2020	Flat Rate: 657A Petition for Kapler	1.00	\$350.00	\$350.00
Service	09/15/2020	research , email to treasurer and recorder, email to Pat	0.30	\$60.86	\$18.26
Expense	09/15/2020	Reimbursable expenses: Lien reports for Kapler & Munn	1.00	\$300.00	\$300.00
Service	09/15/2020	cf Bouda re 221, review Munn 657A,	0.70	\$136.83	\$95.78
Service	09/15/2020	review Kappler 657A	0.50	\$136.83	\$68.42
Service	09/16/2020	Flat Rate: 657A Petition Munn	1.00	\$350.00	\$350.00
Service	09/16/2020	drafting a research for 657A petition, email to recrder for deed	0.50	\$60.86	\$30.43
Service	09/16/2020	email correspondence with Sam cerifying status of 657A houses, email to Pat for review	0.20	\$60.86	\$12.17
Expense	09/16/2020	Reimbursable expenses: filing fee Kapler	1.00	\$255.00	\$255.00
Service	09/16/2020	data entry for filing 657A kapler	0.20	\$60.86	\$12.17
Service	09/16/2020	send docs for service to defendants, draft affidavit, draft AOS	0.30	\$60.86	\$18.26
Expense	09/17/2020	Reimbursable expenses: Fee to recorded for copy of deed	1.00	\$2.00	\$2.00
Service	09/17/2020	adjustments made to petition, file ON and Petition, data entry	0.50	\$60.86	\$30.43
Expense	09/17/2020	Reimbursable expenses: filing fee Munn 657a	1.00	\$255.00	\$255.00
Service	09/17/2020	draft acceptance of service, draft letter to Fayette co, email to ted re service, email to Wayne re service,	0.50	\$60.86	\$30.43
Service	09/17/2020	filed acceptance of service, email from Fayette co	0.20	\$60.86	\$12.17
Service	09/21/2020	file acceptance of service and affidavit of abandoned property	0.30	\$60.86	\$18.26
Expense	09/21/2020	Reimbursable expenses: Service fee on Kapler	1.00	\$35.00	\$35.00
Service	09/25/2020	Pauling call, email correspondence with CArol and Pat, research- email to recorder, land search, beacon search, review	0.50	\$60.86	\$30.43
Service	09/25/2020	email to Pat	0.10	\$60.86	\$6.09
Service	09/25/2020	email to Pat- Pauling matter	0.10	\$60.86	\$6.09
Service	09/25/2020	Flat Rate: westlaw search Ylonda Robinson	1.00	\$250.00	\$250.00
Service	09/25/2020	email to Pat, draft letter to Ylonda	0.30	\$60.86	\$18.26

Service	09/25/2020	Flat Rate: Drafting Quit Claim Deed from Bradley Jay Pauling and his wife Yolanda Robinson to Oelwein	1.00	\$100.00	\$100.00
Service	09/28/2020	draft motion, draft proposed order, file with attachment	0.40	\$60.86	\$24.34
Service	09/28/2020	email to Sam x2 re order on Hills and meeting with Pauling	0.10	\$60.86	\$6.09
Service	09/29/2020	call to Pauling Son and get address to mail orders and check to	0.10	\$60.86	\$6.09
Service	09/29/2020	email to Officer DeJong review filing update spreadsheet	0.20	\$60.86	\$12.17
Service	09/29/2020	draft letter to mail with check to Pauling	0.10	\$60.86	\$6.09
Service	09/29/2020	email from sam, save consent, file consent, email to Pat with name change on QCD	0.30	\$60.86	\$18.26
Service	09/29/2020	email from Nathan, case(s) review on steinbron, email to Pat	0.20	\$60.86	\$12.17
Service	09/30/2020	email from Ted, email bill to Carol, file affidavit Munn matter	0.20	\$60.86	\$12.17
Service	09/30/2020	call to Bradley email to Carol for New QCD Ylanda search email to Sam Facebook search email to PAat	0.40	\$60.86	\$24.34

Total	\$2,859.32
Payment (09/30/2020)	-\$92.60
Balance Owing	\$2,766.72

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7050	08/28/2020	\$2,003.44	\$0.00	\$2,003.44

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7176	09/30/2020	\$2,859.32	\$92.60	\$2,766.72
Outstanding Balance				\$4,770.16
Total Amount Outstanding				\$4,770.16

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: 10/8/2020

Consent Agenda

1. Consideration of a motion to approve the minutes of the September 28, 2020 council meeting

Public Hearing

2. Public Hearing on Proposed Vacation and Conveyance to the adjoining property owner(s), of the Alley Running North and South Between Lots 13, 14, 15, 16, 17 and 18 and Lots 19, 20, 21, 22, 23 and 24, Bentley's Subdivision of Block 9, Martins Third Addition to Oelwein, Fayette County, Iowa
3. Public Hearing on 2020-1 amendment to urban renewal plan for Industrial Park Urban Renewal Area
4. Public Hearing on Agreements with Hy-Vee
 1. The City will provide a TIF of 90 percent tax rebate of their county, school, and city taxes.

Ordinances

5. Consideration of a motion to suspend the rules and adopt an ordinance on the first reading
 1. This will allow the city council to pass the ordinance on the first reading.
6. Consideration of an Ordinance Providing for the Vacation and Conveyance to Adjoining Proprietors of the alley running North and South Between Lots 13, 14, 15, 16, 17 and 18 and Lots 19, 20, 21, 22, 23 and 24, Bentley's Subdivision of Block 9, Martins Third Addition to Oelwein, Fayette County, Iowa on the first and final reading
 1. The City will vacate this alley and sell portions to homeowners near the alley. The city will work with 211 4th St. NW to ensure they have driveway access. The City Administrator recommends approving the ordinance.
7. Consideration of a motion to Suspend the Rules and Adopt an Ordinance on the First and Final Reading
 1. This will allow the city council to pass this ordinance on the first reading.
8. Consideration of an Ordinance Providing for the Division of Taxes Levied on Certain Taxable Property added to the Industrial Park Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa
 1. The City must pass an ordinance as part of the TIF process. The City Administrator recommends approving the ordinance.

Resolution



9. Consideration of a Resolution Approving 2020-1 Urban Renewal Plan Amendment for the Industrial Park Urban Renewal Area
 1. We must amend the area to include the new Dollar Fresh. The City Administrator recommends approving the resolution.
10. Consideration of a Resolution Approving Development Agreement with Hy-Vee, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
 1. The City will provide a TIF of 90 percent tax rebate of their county, school, and city taxes. This will provide funding for Dollar Fresh to continue to expand in Oelwein and provide jobs in the community. The City Administrator recommends approving the resolution.

Motions

11. Consideration of a motion approving a recommendation from Planning, Finance, Enterprise and Economic Development Committee re: Demolition Funding Applications
12. Consideration of a motion authorizing payment to Lansing Brothers Construction Co., Inc. in the amount of \$70,000 for Housing Demolition Program - Group 3
 1. The tear down project is going well and the city has been pleased with Lansing Brothers. The City Administrator recommends approving the payment. This project should wrap up in November.
13. Consideration of a motion approving payment to ECCO Midwest, Inc. in the amount of \$70,831.31 for asbestos abatement
 1. All of the homes that required mediation of asbestos are complete. The City will now pay Ecco for all of the tear down project. The City Administrator recommends the payment.
14. Consideration of a motion approving payment to Brewer Construction, LLC in the amount of \$30,450.00 for work completed on Iowa Homes Project
 1. Foundation work that was originally bid has been completed by Brewer Construction and payment can be made. The City Administrator recommends approving the payment.

Drive-In Puppet Show

Thursday, October 8th at 6:30 pm.

Shenanigans: Animals In Charge!

Eulenspiegel Puppets will perform a new show, drive-in style in the library's parking lot, featuring the fun adventures animals are having while humans are limiting their community contacts. The story is based on true stories of animal antics during a pandemic. Ten-foot-tall Mother Earth will make an appearance as well. This show will delight an audience of all ages. Register for a parking spot by calling us at 319-283-1515 or stop in at the library. Be sure to give the size of the vehicle you will be driving so the parked vehicles can allow a good view for all. Parking will be staggered for proper distancing and viewing. The show is limited to 25 vehicles. Just like at the drive-in movie, you will be instructed on which FM radio station to tune into to hear the show.



Pages and Play Club Online

Tune in for some spooky stories on October 14 when Miss Katie will host an interactive Story Time using GoToMeeting. The weekly Story Times that have been posted on the library Facebook page can now be found on the library YouTube channel!

Interactive Book Club

Book Club will start meeting through GoToMeeting.

Access the book-of-the-month through Bridges or Hoopla or check-out a copy at the library. Enjoy great conversation through the virtual meeting room from the comfort of your home.

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

The first week in September the parks employees mowed all the properties get everything evened up since they did not mow the past two weeks. Tim L. took the maintainer to the complex were him and I graded off the parking lots. Tim L. also took the backhoe and cleaned out around all our culverts to keep them open. The grinding company made it back to town and cleaned up the pile from the tornado damage. At Platt Park we extended our tile line to the west another 250' so that it drains away from everything and will help keep the area dry. Jay took care of the ball diamonds again for adult softball. Mike L. has been taking care of the downtown and watering the hanging baskets. We were able to get the first permabrella frame up at the pool with two more to go. Alliant Energy was kind enough to come to Woodlawn Cemetery and drop the power line so that we could cut down the dead oak tree up front by block 16. While Tim and I were at Platt Park, we noticed someone sleeping in the back pavilion so we called the PD; turned out they both had warrants so they were taken away. At Woodlawn the rest of the tornado damaged bushes were removed up front and put in the grinding pile.

This month in the parks, we are experienced more vandalism in Wings Park recently. The sink was broke off a bathroom wall and this week someone spray painted all over the women's side and they have stolen two American flags from diamond one. The employees took advantage of the rain days to catch up on some projects and complete some mower maintenance. I had Tab S. power spray the flag pole base and podium and started priming them before the rains came. At the aquatic center, we were able to get the second umbrella structure installed. I attended an online trails summit this month with the Iowa Natural Heritage Foundation in which they covered possible funding sources. I met with Jon Biederman about the pool filter as a future project for budgeting and been working on budget and CIP items. At Platt Park, we had to take down the small two-post shelter as the foundation/pad was failing. We were able to save the roof structure and posts so we can reuse once we pour a new foundation. The cemetery employees worked on cleaning up the site where the contractors did their grinding of the tornado damaged trees. The employees reset the skate park sign and the diamonds were prepared for the adult softball league.

The third week in September the employees mowed all the properties once again as we got over 8" of rain last week. Tab S. is going around to all the lots and houses mowing them this week. Jay replaced some plastic electrical outlet covers that were snapped off and replaced them with metal covers at Wings Park. The employees are finishing the winterization at the aquatic facility as well. Jay and Chris took a load of rock out to City Park and filled in the road from the wet weather we had the previous week. The ball diamonds were dragged and marked once again for the rec softball; soccer nets were placed and anchored down at the complex. A new cutting edge was ordered for the tractor drill as we are going to be drilling several holes to install our new mileage signs along the east trail. In Platt Park, the employees are working on taking down two ash trees that are infested with EAB before we put the two-post shelter back into place that is next to these trees. I met with Loran W. with Alliant Energy for him to complete the locate of the gas at the pool for a future project. At Woodlawn, the employees had a late full burial on a Tuesday evening, and a cremation the following day. Foundations were framed up for the pour at the end of the month as we gave notice in the paper for foundation orders to be in by Sept. 25th. I met with the trails committee on the second Tuesday evening of the month as we are seeking easements for future trail sections. We picked up two more committee members this past month, Ashley Ehn and Mary Stiver to help with the trail work. I sent out the park and rec agenda with fees and CIP items to be approved at our meeting the following Wednesday.

PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

This week in the parks, the employees complete their daily disinfecting of the shop, equipment and trucks. In the cemetery, foundation frames are prepared as we plan to pour concrete the following Tuesday, weather permitting. This fall, we have over 100' of foundations to pour which is more than we have done in recent years; to date the cemetery has had 45 burials so far this year. Tab Sly is painting the flagpole base and the podium on the south side of the cemetery. The park employees are busy working on some various projects as they are framing up some concrete projects. The park employees are preparing a new sidewalk at City Hall that will go to the old police dept. side of the building. Jay P. prepared diamonds for the rec league on Tuesday and we installed the last permabrella at the aquatic center. The campground host is painting picnic tables for us that we received the paint through a Diamond Vogel grant we received. I hosted the park and rec meeting Wednesday night where they approves fee schedules for park and rec and CIP items for the parks dept. I received notice that we are receiving \$8,818 from the RJ McElroy Foundation to replace the playground equipment at Redgate Park that was destroyed with the tornado this spring. I have been talking with homeowners to get easements for future trail segments. The two large dying ash trees were taken down at Platt Park so we can get to work on putting the shelter back into place. This week the parks employees installed new trail mileage signs along the east trail segment and have heard many compliments.

This week with the park and cemetery employees, they complete their daily disinfecting of the shop, equipment and trucks. This past week I had Tab Sly finish painting the cemetery flagpole stand and podium at Woodlawn. The cemetery employees framed up all the foundations for the pour on Tuesday morning. First thing Tuesday the park employees poured the new sidewalk at City Hall to the old PD area. Once poured they sent the concrete truck to Woodlawn and poured most of the headstone foundations. The park employees have been working at Platt Park framing up the new foundation for the smaller shelter up front by the playground. This will include a new sidewalk to the existing sidewalk that traverses to the retirement home. We will also be installing a drinking fountain along this new sidewalk, as there currently is not any water fountains in this park. The guys have been walking through downtown every morning picking up trash and cleaning bathrooms as well. I met with a student at Redgate Park that is interested in completing her senior seminar project there. I suggested that she could paint the three smaller shelters and plant a few trees at the park. Jay and Clark have been dragging and marking the diamonds at Wings as this the last week for that and the guys mowed the complex and emptied garbage cans for soccer and football games. I received a quote for the shelter/bathroom project at Redgate Park and expecting a second anytime. Still waiting on the quotes for the plumbing and electrical from contractors for that project. I met with Larry Steffen at City Park for a second quote for the electrical project. I sent out the agenda for the tree board meeting I will host on Monday evening and have been talking with landowners about trail easements.

Complex parking



Culverts



PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

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Tree grinding



Tiling



Ball fields

Downtown

Perma-brealls



Alliant Energy



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Platt Park arrests



Tornado cleanup



Vandalism



Winterizing pool



Woodlawn flag base



Aquatic umbrellas



Trails Summit



Platt Park shelter



Grinding cleanup



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Sign repair



Diamonds prepped



Burials



Covers



Winterizing



Rock



Ball fields



Equipment upkeep



Trail signs



Ash tree removal



Locates





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Umbrellas



Cemetery Foundations



City Hall sidewalk



Building repair



 **McElroy Trust**

New signage



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Park and Recreation

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Landscaping



Rec fields



Painting finished



City Hall sidewalk



Cemetery foundations



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Park and Recreation

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Concrete projects



Rec fields



Platt Park



Daily Activities

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- ❖ Sanitizing shop and equipment
- ❖ Reviewing sanitizing and social distancing daily
- ❖ Pick up garbage downtown
- ❖ Water hanging flowers every morning
- ❖ Checking/maintaining parks, cemeteries
- ❖ Monthly safety checklist
- ❖ Maintenance on equipment
- ❖ Order supplies for different departments
- ❖ Safety meeting/orientations
- ❖ Weed spraying
- ❖ 2 burials, 1 cremation
- ❖ Diamonds prepared

**PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS****Progress on Projects**www.oelwein.fun

- ❖ All culverts cleaned out
- ❖ Tornado damaged trees ground up at cemetery
- ❖ Ash tree removal, stumps ground at Wings
- ❖ Poured foundations at Woodlawn
- ❖ Website work
- ❖ Getting quotes on different projects
- ❖ Fee schedule and CIP items approved by park and rec board
- ❖ Mowing all parks/cemeteries/lots
- ❖ Pool umbrellas installed
- ❖ Dirt work around bridges finished
- ❖ Extended tile at Platt Park
- ❖ City Hall sidewalk poured
- ❖ Attended online trails summit
- ❖ Attended Upper Explorerland Meeting online
- ❖ Pool winterized
- ❖ New trail mileage signs installed
- ❖ Flag pole and podium painted at Woodlawn
- ❖ Trail monthly meeting/easements

Next Month and Future Projectswww.oelwein.fun

- ❖ Diamond 3 fencing
- ❖ Website work
- ❖ Install water fountains
- ❖ Shelter install at Platt Park
- ❖ Remove well houses at City Park
- ❖ Drinking fountains install
- ❖ Replace campground doors
- ❖ Bleachers to diamond 3
- ❖ Diamond 1 building work
- ❖ Dead ash tree removal
- ❖ Trail easements
- ❖ Transplant trees to dog park
- ❖ Electrical project at City Park
- ❖ Bathroom project at Red Gate Park
- ❖ Replace decking on old Wings bridge
- ❖ Aerate ball fields
- ❖ Disc golf course install
- ❖ Trees Forever planting- October

Joshua Johnson MA
Oelwein Park Superintendent
319-283-0544



SEPTEMBER 2020

CITY OF OELWEIN TREASURER'S REPORT

Date Printed

10/7/2020

Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	462,440.31	158,729.59	194,204.12	(916.67)	426,049.11	
051 County Emergency Manage	6,925.94	1,427.08	-	-	8,353.02	
110 Road Use Tax	600,606.69	91,103.92	128,872.14	-	562,838.47	
112 Trust and Agency	413,502.54	56,898.69	78,229.70	-	392,171.53	
113 Flex Spending	1,319.19	1,732.66	1,615.12	-	1,436.73	1,436.73
119 Emergency	930.48	2,944.23	-	-	3,874.71	
120 Sidewalks Repaired/Replaced	-	-	-	-	-	
121 Sales Tax	142,820.64	49,982.77	-	-	192,803.41	
122 Hotel/Motel Tax	56,132.24	18.58	-	-	56,150.82	
123 Gas-Electric Franchise Fee	704,121.67	233.06	14,639.45	(21,180.00)	668,535.28	
124 Library Bequest	373,078.35	400.63	125.00	-	373,353.98	
126 Downtown TIF	4,048.64	6,396.40	-	-	10,445.04	
127 Industrial Park TIF	-	-	-	-	-	
128 Ind Park SubFund TIF East Penn	173,849.14	674,192.56	-	-	848,041.70	
132 DARE	2,113.80	-	-	-	2,113.80	
136 Trees Forever	19,405.82	-	-	-	19,405.82	
146 Oelwein Housing Revolving Loan Fund	129,873.19	42.99	-	-	129,916.18	
160 Econ Dev (\$12,500 Wellness Res)	485,133.95	160.57	44,958.15	-	440,336.37	
161 IRP Revolving Loan	227,105.66	128,495.65	621.81	-	354,979.50	355,601.31
162 Downtown Business Grants	77,863.17	25.77	-	-	77,888.94	
166 NSP	-	-	-	-	-	
167 Oelwein Volunteer Fire Dept	10,752.16	-	54.84	916.67	11,613.99	
177 Forfeit Assets	3,013.02	737.61	-	-	3,750.63	
200 Debt Service	197,295.95	99,469.51	-	21,180.00	317,945.46	
201 Water Bondsinking	81,725.24	27.05	-	16,888.00	98,640.29	
202 Sewer Bondsinking	204,262.18	67.60	-	53,800.00	258,129.78	
205 Special Assessments	-	-	-	-	-	
214 2016A GO UR ED Bond Ind Pk Land	-	-	-	-	-	
269 Future Proposed Bond Sale	-	-	-	-	-	
282 CDBG Housing Rehab	(3,924.28)	-	-	-	(3,924.28)	
285 2009 Bond Sale	-	-	-	-	-	
286 2016B GO Bond (Rise City Port)	-	-	-	-	-	
287 2020 GO Bond	575,193.60	190.38	392,923.49	-	182,460.49	
288 2016D Water Revenue Bond	-	-	-	-	-	
302 Oelwein Housing Teardown	(78,000.00)	-	79,668.75	-	(157,668.75)	
305 Airport Grant	(54,295.51)	-	3,571.61	-	(57,867.12)	
307 Tri Park Trail Extensions	467,696.84	154.80	7,823.73	-	460,027.91	
314 Oel Ind Park E Penn/14th St Ext	490,973.31	162.51	-	-	491,135.82	
385 West Water Tower	(53,829.93)	23,383.00	3,750.00	-	(34,196.93)	
386 42 Well Rehab	(154,793.88)	-	-	-	(154,793.88)	
387 Pave 10th Street SE/Old Road	576,705.39	190.88	91,586.93	-	485,309.34	
397 Railroad Grant-Viaduct	58,854.75	19.48	-	-	58,874.23	
501 Cemetery Perp Care	289,540.97	60.19	-	-	289,601.16	4,601.16
600 Water (2016D Reserve \$67,000)	465,472.50	106,894.21	54,334.25	(16,888.00)	501,144.46	
601 Water Infrastructure Fee	1,003,123.15	16,762.21	1,108.00	-	1,018,777.36	
620 Customer Water Deposits	127,688.99	2,900.00	5,426.08	-	125,162.91	
640 Fuel	28,836.92	1,494.27	-	-	30,331.19	
670 Landfill	12,955.68	49,620.71	27,367.65	-	35,208.74	
671 Recycling	(2,442.54)	6,623.44	-	-	4,180.90	
672 ROW Trees Utility Fee	41,337.65	5,807.19	118.12	-	47,026.72	
680 Wellness Center	4,458.58	9,257.47	12,016.55	-	1,699.50	
700 Sewer/Waste Treatment	826,213.89	134,849.83	50,002.50	(52,055.00)	859,006.22	
701 Sewer Infrastructure Fee	157,943.92	5,528.48	-	(1,745.00)	161,727.40	
706 20th Street Lift Station	90,814.24	30.06	-	-	90,844.30	
	9,248,844.21	1,637,016.03	1,193,017.99		9,692,842.25	

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

8,434,738.04

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

361,017.39

Unapplied Accounts Receivable

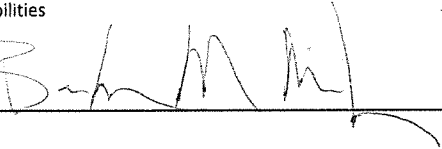
-

Balance Checking Account 999-1000

512,086.82

Payroll Liabilities

-

9,692,842.25**9,692,842.25**Signature: 

Date: 10-7-20

Item ii.

