



Agenda

City Council Meeting

Oelwein City Hall, 20 Second Avenue SW, Oelwein, Iowa

6:00 PM

July 13, 2020
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Warren Fisk

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

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

- [1.](#) Online Meeting Invitation

Consent Agenda

- [2.](#) Consideration of a motion approving the minutes of the June 22, 2020 regular council meeting
- [3.](#) Consideration of a Class 'C', Outdoor Service and Sunday Sales renewal for Hacienda Del Rio, Inc.
- [4.](#) Consideration of a Class 'C' Liquor, Outdoor Service and Sunday Sales Renewal for Von Tuck's Bier Haus dba Dave's Place

Ordinances

- [5.](#) Consideration of an Ordinance Providing for the Vacation of the West Portion of the Alley Running East and West Adjacent to Lots 18-28 and Lots 30-41, Block 2, Irvine's Addition to Oelwein, Fayette County, Iowa - Second Reading

Resolutions

- [6.](#) Consideration of a Resolution Directing the Sale of the City's Interest in Parcel AG in the SE 1/4 of the NW 1/4 of Section 21-T91N-R9W formerly known as 14 2nd Avenue NW , Oelwein, Fayette County, Iowa

Motions

- [7.](#) Consideration of a motion authorizing signatures on Contract Documents and Notice to Proceed with Maguire Iron for Oelwein West Water Tower Repainting Project
- [8.](#) Consideration of a motion to replace flood damaged flooring at the Oelwein Fire Department in the amount of \$8,574.00
- [9.](#) Consideration of a motion to authorizing Ken's Electric, Inc. to replace Police Department Air Conditioning unit in the amount of \$6,105.00
- [10.](#) Consideration of a motion accepting the resignation of 3rd Ward Councilman Charles Gerdts

Committee Reports

Council Updates

Mayor's Report

City Attorney's Report

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

City Administrator's Report

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

Adjournment

- [ii.](#) Additional Information

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

Council meetings are now back online due to the events at City Hall.

City Council Meeting July 13
Mon, Jul 13, 2020 6:00 PM - 7:00 PM (CDT)

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

<https://global.gotomeeting.com/join/136199893>

You can also dial in using your phone.

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Access Code: 136-199-893

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/136199893>



Minutes

City Council Meeting
25 West Charles, Oelwein, Iowa
June 22, 2020 - 6:00 PM

Pledge of Allegiance

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

Roll Call	Present	Stewart, Gerdts, Weber, Cantrell, Seeders, Fisk
	Also Present	Mulfinger, Rigdon, Dillon (entered the meeting at 6:30 P.M.)
	Absent	None

Additions or Deletions

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

Motion Carried

Consent Agenda

Consideration of a motion approving the minutes of the June 8, 2020 Council meeting
 Consideration of a motion approving the Claims Resolution in the amount of \$2,832,874.41
 Consideration of a Class 'C' Liquor and Sunday Sales Renewal for Viper Lanes
 Consideration of a motion approving 2020-2021 Cigarette/Tobacco Permit Applications
 A motion was made by Fisk, seconded by Cantrell to adopt the Consent Agenda. All voted aye.

Motion Carried

Public Hearing

Public Hearing on Proposed Vacation of the West Portion of the Alley Running East and West Adjacent to Lots 18-28 and Lots 30-41, Block 2, Irvine's Addition to Oelwein.

Mayor DeVore opened the Public Hearing. No oral or written comments were received. Mayor DeVore closed the Public Hearing.

Public Hearing on Proposed Disposal by Sale of the City's Interest in the West Portion of the Alley Running East and West Adjacent to Lots 18-28 and Lots 30-41, Block 2, Irvine's Addition to Oelwein.

Mayor DeVore opened the Public Hearing. No oral or written comments were received. Mayor DeVore Closed the hearing.

Ordinances

Consideration of an Ordinance Providing for the Vacation of the West Portion of the Alley Running East and West Adjacent to Lots 18-28 and Lots 30-41, Block 2, Irvine's Addition to Oelwein, Fayette County, Iowa - First Reading

A motion was made by Fisk, seconded by Cantrell to adopt the first reading.

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

Motion Carried

Resolutions

Consideration of a Resolution re: Transfers

A motion was made by Weber, seconded by Cantrell to adopt Resolution No. 5189-2020.

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

Motion Carried

Consideration of a Resolution to Accept Deed to property located at 208 8th Avenue SW

A motion was made by Seeders, seconded by Fisk to adopt Resolution No. 5190-2020.

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

Nays: None

Motion Carried

Consideration of a Resolution temporarily expanding the rules for Sidewalk Cafes for the summer and fall of 2020

A motion was made by Cantrell, seconded by Seeders to adopt Resolution No. 5191-2020.

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

Nays: None

Motion Carried

Consideration of a Resolution approving contract and performance and/or payment bonds for the Wings East Pavement Improvements Project

A motion was made by Weber, seconded by Gerdts to adopt Resolution No. 5192-2020.

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

Nays: None

Motion Carried

Consideration of a Resolution Directing the Sale of the City's Interest in 312 1st Avenue NW, Oelwein, Fayette County, Iowa

A motion was made by Weber, seconded by Cantrell to sell as one parcel to Becky McClane at cost of transfer.

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

Nays: None

Motion Carried

Becky McClane informed council she has maintained the property for 13 plus years and is interested in purchasing it. Council prefers to sell it to one person and not split the deed. The new owner can transfer partial ownership if they so choose.

Motions

Consideration of a motion authorizing the purchase of a Limitorque Valve Actuator for the Wastewater Treatment Plant from Burt Gurney & Associates in the amount of \$10,575.00.

A motion was made by Fisk, seconded by Stewart. All voted aye.

Motion Carried

Consideration of a motion to discontinue extra oversight on DCW Casing discharges

A motion was made by Fisk, seconded by Weber. All voted aye.

Motion Carried

Consideration of bids received for the 2020 Homes for Iowa Project

Miller's Construction, Inc.		
Foundation work	2 sites @ \$33,338.26 each	\$66,676.52
Brewer Construction, LLC		
Foundation work	2 sites @ \$31,800.00 each	\$63,600.00
Carpentry	2 sites @ \$14.00 each	\$28.00
Plumbing rough in	2 sites @ \$2,900.00 each	\$5,800.00
Electrical rough in	2 sites @ \$3,800.00 each	\$7,600.00
Floor coverings	2 sites @ \$5,500.00 each	\$11,000.00

A motion was made by Cantrell, seconded by Gerdts to accept low bid, Brewer Construction \$63,600 for foundation work and negotiate cost to add 2 garage with

contractor at a reasonable price to keep moving forward to do all cement work at one time. All voted aye.

Motion Carried

Consideration of bids received for 2020 Demolition Project

Bryan Construction, Inc.	\$440,730.00
Mehmert Tiling, Inc.	\$757,905.05
Matt Construction, Inc.	\$447,000.00
Lansing Brothers Construction	\$386,100.00
Schrader Excavating & Grading	\$494,000.00

Chad Lansing from Lansing Brothers Construction spoke with council regarding past demo projects with the city. A motion was made by Weber, seconded by Gerdt to accept low bid from Lansing Brothers Construction in the amount of \$386,100.00. All voted aye.

Motion Carried

While accepting this bid council warned damage to street and sidewalk cannot occur or Lansing will be held liable. Lansing responded he's access thru alley so sidewalk is okay and he puts down 6" of fill lime on the street to protect it.

Consideration of bids received for 2020 Asbestos Abatement Project

Advanced Environmental Testing and Abatement, Inc.	\$70,350.00
Abatement Specialties	\$55,596.00
Environmental Management Services of Iowa, Inc.	\$79,546.00
ECCO Midwest, Inc.	\$55,700.00

A motion was made by Fisk, seconded by Weber to award bid to ECCO Midwest, Inc. in the amount of \$55,700.00. All voted aye.

Motion Carried

Bid was not awarded to low bidder due to past performance issues identified by Iowa Department of Natural Resources and Better Business Bureau.

Consideration of a motion approving the Planning, Finance, Enterprise and Economic Development Committee's Request re: Hotel/Motel Funding for The Grand Theatre, Hotel/Motel Funding for Rotary of Oelwein, demolition funding for 513 1st Avenue NE and demolition funding for 321 1st Avenue NE

A motion was made by Cantrell, seconded by Seeders to approve the committee's recommendation of:

- Hotel/Motel Funding to the Grand Theatre in the amount of \$10,000.00
- Hotel/Motel Funding to Rotary of Oelwein in the amount of \$2,000.00
- Demolition Funding for 513 1st Avenue NE in the amount of \$5,000.00
- Demolition Funding for 321 1st Avenue NE in the amount of \$5,000.00

All voted aye.

Motion Carried

Consideration of a motion reducing the cost of bulk item Stickers and running a pickup program for July and August of 2020

A motion was made by Seeders, seconded by Cantrell. All voted aye.

Motion Carried

Consideration of a motion to approve the City Hall Improvement Plan

A motion was made by Fisk, seconded by Cantrell. All voted aye.

Motion Carried

Committee Reports

Report from Gerdts on June Library Board meeting

Gerdts presented Library minutes. Kiosks with iPad’s are set up for patrons to complete their census on-line. Librarian assistance is available for those unfamiliar using electronics. Building roof still leaks after years of trying to address the issue. Minutes can be found on-line at <https://www.oelwein.lib.ia.us/>.

Report from Cantrell on June Park and Recreation Commission meeting

Cantrell presented Park and Recreation minutes which can be found on-line at <http://www.cityfoelwein.org/government/agendas-and-minutes.html>.

Council Updates

Mulfinger has had discussions with Fayette County to not pay back taxes on the newly acquired nuisance properties.

Mayor's Report

DeVore participated in a meeting with FEMA regarding extending the boundaries of the flood plain area.

City Attorney’s Report

Dillon updated council on active nuisance cases.

Executive Session

Consideration of a motion to go into Executive Session per Iowa Code Section 21.5(1)(i) to evaluate professional competency of individuals whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to the individual's reputation and at the request of said individual

A motion was made by Weber, seconded by Fisk at 7:10 P.M. All voted aye.

Motion Carried

Return to Regular Session

A motion was made by Weber, seconded by Cantrell at 8:50 P.M. All voted aye.

Motion Carried

Adjournment

A motion as made by Cantrell, seconded by Weber to adjourn at 8:55 P.M. All voted aye.

Motion Carried

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 June 22, 2020 and copy of said proceedings was furnished to the Register June 23, 2020.

Dylan Mulfinger, City Administrator

Brett DeVore, Mayor

Applicant License Application (LC0044614)

Item 3.

Name of Applicant: <u>HACIENDA DEL RIO, INC</u>		
Name of Business (DBA): <u>HACIENDA DEL RIO</u>		
Address of Premises: <u>102 S FREDERICK AVENUE</u>		
City <u>Oelwein</u>	County: <u>Fayette</u>	Zip: <u>50662</u>
Business <u>(515) 783-4014</u>		
Mailing <u>1930 S GILBERT ST PO BOX 387</u>		
City <u>IOWA CITY</u>	State <u>IA</u>	Zip: <u>52244</u>

Contact Person

Name RICHARD ARTHUR
Phone: (319) 339-4200 Email RICHARD@TAXMEX.COM

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 07/01/2020

Expiration Date: 06/30/2021

Privileges:

- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

SANJUANA RAMIREZ

First Name: SANJUANA **Last Name:** RAMIREZ
City: Independence **State:** Iowa **Zip:** 50644
Position: PRESIDENT
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>	
Policy Effective Date: <u>07/01/2020</u>	Policy Expiration <u>07/01/2021</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

Applicant License Application (LC0037004)

Item 4.

Name of Applicant: Von Tuck's Bier Haus DHH, LLC
Name of Business (DBA): Dave's Place
Address of Premises: 111 South Frederick
City Oelwein **County:** Fayette **Zip:** 50662
Business (319) 238-2324
Mailing 111 South Frederick Ave
City Oelwein **State** IA **Zip:** 50662

Contact Person

Name David Paul Hermansen Sr.
Phone: (319) 238-2324 **Email** dpsensr@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 07/14/2020

Expiration Date: 07/13/2021

Privileges:

- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

Status of Business

BusinessType: Limited Liability Company
Corporate ID Number: XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

Ownership

David P. Hermansen, Sr.

First Name: David P. **Last Name:** Hermansen, Sr.
City: Oelwein **State:** Iowa **Zip:** 50662
Position: owner
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: Illinois Casualty Co
Policy Effective Date: 07/14/2020 **Policy Expiration** 07/14/2021
Bond Effective **Dram Cancel Date:**
Outdoor Service Effective **Outdoor Service Expiration**
Temp Transfer Effective Date **Temp Transfer Expiration Date:**

ORDINANCE NO. 1173

AN ORDINANCE PROVIDING FOR THE VACATION OF THE WEST PORTION OF THE ALLEY RUNNING EAST AND WEST ADJACENT TO LOTS 18-28 AND LOTS 30-41, BLOCK 2, IRVINE'S 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 purposes of this Ordinance is to vacate THE WEST PORTION OF THE ALLEY RUNNING EAST AND WEST ADJACENT TO LOTS 18-28 AND LOTS 30-41, BLOCK 2, IRVINE'S 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 Oelwein, hereby makes the following findings:

A. The above described alley has been unused for the past several years and is not needed for use of the public, and therefore, its maintenance at public expense is no longer justified, except to retain an easement for public utilities.

B. That the vacation of said alley will not deny owners of property abutting on said alley reasonable access to their property.

C. Notice of the intended vacation, including the date on which the Council will first consider the vacating Ordinance, has been published and posted at least once along the described alley not less than four, nor more than twenty days before the date set for the hearing as provided in Section 363.3(1) of the Code of Iowa.

Section 3. Vacation: The, WEST PORTION OF THE ALLEY RUNNING EAST AND WEST ADJACENT TO LOTS 18-28 AND LOTS 30-41, BLOCK 2, IRVINE'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA subject to a retained easement for public utilities.

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

Section 5. Severability 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. When Effective: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

First reading – June 22, 2020
Second Reading –
Third Reading –

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

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

Dylan Mulfinger, City Administrator

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

Gerdts
M Weber
Cantrell
Fisk
Stewart
Seeders

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

Gerdts
M Weber
Cantrell
Fisk
Stewart
Seeders

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

Gerdts
M Weber
Cantrell
Fisk
Stewart
Seeders

-----Original Message-----

From: Jeremy Jostand <jjostand@neicac.org>
Sent: Wednesday, July 8, 2020 2:12 PM
To: Dylan Mulfinger <DMulfinger@cityofuelwein.org>
Subject: RE: Oelwein House

The houses we build like the one Warren lives in are typically built on 60-65' lots. We can keep it as is, or up to 75' wide. We really don't need anything bigger than that. Thank you, Dylan.

Jeremy Jostand, CCAP, NCRP
Housing Director, NEICAC
Office: 563-387-4959
Cell: 563-379-2153

-----Original Message-----

From: Dylan Mulfinger <DMulfinger@cityofuelwein.org>
Sent: Wednesday, July 8, 2020 1:33 PM
To: Jeremy Jostand <jjostand@neicac.org>
Subject: RE: Oelwein House

No, but it can be because we have extra space and council was concerned that your parcel may be too small for the house. They feel if you have a bigger lot you would be more marketable.

We are placing a house on AE, because we anticipate that future owners may want to expand their yard.

Dylan

-----Original Message-----

From: Jeremy Jostand <jjostand@neicac.org>
Sent: Wednesday, July 8, 2020 1:31 PM
To: Dylan Mulfinger <DMulfinger@cityofuelwein.org>
Subject: RE: Oelwein House

I have been using Parcel AG which shows 65 feet. Is this going to be reconfigured?

Jeremy Jostand
Jeremy Jostand, CCAP, NCRP
Housing Director, NEICAC
Office: 563-387-4959
Cell: 563-379-2153

-----Original Message-----

From: Dylan Mulfinger <DMulfinger@cityofoelwein.org>

Sent: Wednesday, July 8, 2020 1:28 PM

To: Jeremy Jostand <jjostand@neicac.org>

Subject: Oelwein House

Do you want a 60 foot lot or a 90 foot lot?

We can give you any size.

Dylan

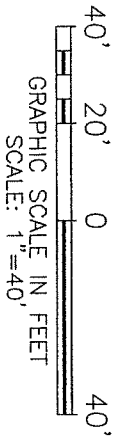
-----Original Message-----

From: scanner@cityofoelwein.org <scanner@cityofoelwein.org>

Sent: Wednesday, July 8, 2020 1:23 PM

To: Dylan Mulfinger <DMulfinger@cityofoelwein.org>

Subject:



- LEGEND**
- FOUND 3/4" Ø IRON PIPE
 - FOUND 3 SIDED IRON PIN (1/2" SIDES)
 - ★ FOUND T-BAR
 - SET 1/2" Ø REBAR W/RPC #7060
 - X — SURVEY BOUNDARY
 - — — EXISTING FENCE
 - — — PREVIOUSLY RECORDED AS
 - — — RED PLASTIC CAP
 - — — STAINLESS STEEL CAP

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
© 2020 FEHR GRAHAM
ILLINOIS
IOWA
WISCONSIN

JOB NUMBER:
20-014
SHEET NUMBER:
3 of 3

RESOLUTION NO. _____

RESOLUTION DIRECTING THE SALE OF THE CITY'S INTEREST IN PARCEL AG IN THE SE ¼ OF THE NW ¼ OF SECTION 21-T91N-R9W FORMERLY KNOWN AS 14 2ND AVENUE NW, OELWEIN, FAYETTE COUNTY, IOWA

WHEREAS, the City is desirous of selling the real estate described herein.

WHEREAS, the City Council has set forth its proposal to sell its interest in the above described real estate and has published notice of the date, time and place of a public hearing thereon; and

WHEREAS, said public hearing was held and the City Council believes it is in the best interest of the City to sell the real estate in the above described real estate on the terms and conditions set forth below;

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

Section 1. On behalf of the City, the Mayor shall contract to sell and shall convey by Quit Claim Deed the following described real estate:

PARCEL AG 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 2, 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

To: Northeast Iowa Community Action Corporation

For the sum of \$1.00 and other valuable considerations, pursuant to the terms of the attached Offer to Buy and by this reference incorporated herein, with said property owner being solely responsible for the recording of the documents necessary to effectuate said transfer.

Section 2. The City Administrator shall co-sign such contracts and deeds. The Deed shall be delivered thirty days after the date of this Resolution, unless an appeal on this action has been made to District Court. Action on this Resolution shall be final upon the purchaser of the Deed giving evidence to the Clerk that the Deed has been recorded, and such facts to be noted on the official record of this Resolution.

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

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 13th day of July, 2020.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

City Administrator

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

AYES NAYS ABSENT ABSTAIN

M Weber
Stewart
Cantrell
Fisk
Seeders
Gerdts

NOTICE TO PROCEED

Owner:	City of Oelwein	Owner's Contract No.:	
Contractor:	Maguire Iron	Contractor's Project No.:	
Engineer:	FOX Engineering	Engineer's Project No.:	3406-19A
Project:	Oelwein West Water Tower Repainting Contract Name:		
	Effective Date of Contract:		

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on the day that the West Water Tower is taken out of service in accordance with Paragraph SC-4.01A. of the Supplementary Conditions. On or before that date, Contractor shall start performing its obligations under the Contract Documents. In accordance with Article 4 of the Agreement;

- A. The Work shall be Substantially Completed within one hundred and twenty (120) calendar days after the date when the Contract Times commence to run as provided in Paragraph SC-4.01.A. of the Supplementary Conditions.
- B. If the Contractor chooses for the Contract Times to commence in 2020, the Work shall be suspended no later than November 1, 2020, at which time all work to achieve Substantial Completion shall have been completed.
- C. No work shall take place from the date indicated above until April 1, 2021. During this suspension of work, the Contractor may perform minor work items that do not affect the normal operation of the water tower.
- D. All Work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions and SC-15.06 of the Supplementary Conditions within 150 calendar days after the date when the Contract Times commence to run.

Before starting any Work at the Site, Contractor shall attend and participate in a Preconstruction Conference in accordance with Paragraph 2.04 of the General Conditions. Also, Contractor must submit the following to the Engineer before starting any Work at the Site:

- Subcontractor and Supplier List (Supplementary Conditions 7.06)
- Preliminary Progress Schedule (General Conditions 2.03)
- Preliminary Schedule of Submittals (General Conditions 2.03)
- Preliminary Schedule of Values (01 13 00 1.5 & General Conditions 2.03)
- Schedule of Payments (01 33 00 1.6)

Owner:

Authorized Signature

By:

Title:

Date Issued: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ City of Oelwein, Iowa _____ (“Owner”) and
_____ Maguire Iron, Inc. _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Repair and repainting of the 500,000 gallon West Elevated Water Tank and miscellaneous associated work.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Oelwein West Water Tower Repainting**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by FOX Engineering Associates, Inc., 414 South 17th Street, Suite 107, Ames, Iowa 50010.

3.02 The Owner has retained FOX Engineering Associates, Inc., 414 South 17th Street, Suite 107, Ames, Iowa 50010 (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates Substantial Completion and Final Completion*

- A. The Work shall be substantially completed within one hundred and twenty (120) calendar days after the date when the Contract Times commence to run as provided in Paragraph SC-4.01 of the Supplementary Conditions.
- B. If the Contractor chooses for the Contract Times to commence in 2020, the Work shall be suspended no later than November 1, 2020, at which time all work to achieve Substantial Completion shall have been completed.
- C. No work shall take place from the date indicated in Paragraph B until April 1, 2021. During this suspension of work, the Contractor may perform minor work items that do not affect the normal operation of the water tower.

- D. All Work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$100 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$765,220.00.
- B. Steel repairs, in addition to those listed in Section 33 16 20-paragraph 1.1.A.1, may be needed to the elevated tank following sandblasting, and prior to painting; the repairs shall be based on the following cost per repair type. An estimated quantity of each repair is included in the base bid. Final project cost will be determined by tabulating the actual quantity of each repair and adjusting the price up or down based upon the following unit prices and documented in a change order.
 - 1) Line weld: ¼-inch line weld; price per linear foot of weld. Base bid includes an allowance for 50 linear feet.

<i>Adjustment Price No. 1</i>	\$120.00
-------------------------------	----------

- 2) Plug weld: Appropriate for repair to openings that are less than 1-inch wide. Contractor to plug weld and grind each repair; price per weld. Base bid includes an allowance for 10 plug weld and grind repairs.

<i>Adjustment Price No. 2</i>	\$50.00
-------------------------------	---------

- 3) Plate weld: Where the opening is more than one inch in diameter, or there are openings clustered together in less than a 6-inch area, contractor shall clean and set 1/4-inch x 6-inch x 6-inch plate patch with 3/16-inch weld; price per plate. Base bid includes an allowance for 25 plate patches.

<i>Adjustment Price No. 3</i>	\$250.00
-------------------------------	----------

- B. All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions
- C. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

5.02 Base Bid Equipment

- A. The lump sum amount above shall include furnishing and installing the following base bid equipment:

EQUIPMENT ITEM	SPEC. REF.	APPROVED MANUFACTURER
Safety Climb Equipment	10 40 00	<u>LAD-SAF by DBI Sala</u>
Elevated Water Tank Painting	09 01 90.60	<u>Sherwin Williams</u>
High Performance Coatings	09 96 00	<u>Sherwin Williams</u>

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Ninety-five percent (95%) of Work completed (with the balance being retainage).
 - b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety-five percent (95%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two-hundred percent (200%) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance, Payment, and Maintenance bond (pages PP&M 1 to PP&M 4, inclusive).
 - 3. General Conditions (pages 1 to 65, inclusive) – not attached; incorporated by reference.
 - 4. Supplementary Conditions (pages 1 to 15, inclusive) – not attached; incorporated by reference.
 - 5. Specifications as listed in the table of contents of the Project Manual – not attached; incorporated by reference
 - 6. Figures A – D – not attached; incorporated by reference
 - 7. Addenda (numbers 1, inclusive) – not attached; incorporated by reference.
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 15, inclusive).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

_____ City of Oelwein _____

_____ Maguire Iron, Inc. _____

By: _____

By:  _____

Title: _____

Title: Gene Jones, Jr, President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest:  _____

Title: _____

Title: Scott Jones, Secretary

Address for giving notices:

Address for giving notices:

_____ 20 2nd Ave SW _____

_____ PO Box 1446 _____

_____ Oelwein, IA 50662 _____

_____ Sioux Falls, SD 57101 _____

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

4003 J STREET SW, SUITE 4 – CEDAR RAPIDS, IA 52404 – OFFICE (319) 399-1735

BID QUOTATION

ATTENTION: Mr. Matt Weber
COMPANY: Oelwein Volunteer Fire Department
PROJECT: Prep and Coat Basement Floor
PHONE: 563-920-4121
DATE: June 19th, 2020

Clear -	\$7,680.00	Cove - ADD	\$1,410.00
Color & Flake -	\$6,964.00	Cove - ADD	\$1,410.00

Pricing includes labor, material, equipment, and insurance coverage.

Please feel free to contact me with questions, concerns, or if I may be of further service.

Respectfully,



Rick Ciha
Estimator
D.A. BUNCH CO.

RLC

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



MEMORANDUM

FROM: Jeremy P. Logan, Chief of Police

DATE: July 6, 2020

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

SUBJECT: Building Air Conditioning Unit

The Oelwein Police Department heating and cooling system is comprised of an air source heat pump design that also includes a stand-a-lone cooling system for the I.T. room. The I.T. room has a separate system due to the need to constantly cool, year-round, this room as it contains numerous pieces of electronic equipment such as the department server, E911 equipment, building surveillance server, building access server, recording systems, and other components.

Eighteen months ago, the I.T. room system ceased cooling. At that time, we were advised that it was low on refrigerant. The system was charged and maintained a charge for approximately nine months. At this time, the system was recharged again and a dye was placed into the system to aid in determining where the leak is. After many months of testing the system, the leak or actually leaks have been determined to be internal within the condensing unit. Ken's Electric has advised that the system, which is housed in the garage, needs to be installed on the exterior of the building and has to be replaced, because of the type of leak.

The estimated cost to replace and relocate this unit is \$6,105.00. This is an unbudgeted item as it was not anticipated to have to replace this unit this soon. I recognize that normal practice would be to acquire two or three quotes for a purchase such as this. However, the building design for our heating and cooling system has proven to be complex for all that have attempted to work on it. Ken's Electric has taken the time and spent many hours, at no charge to the city, to learn the system and design. They have assisted us through many issues, often at no charge. Out of urgency for the need to maintain a workable temperature to increase the longevity of the I.T. room equipment and out of consideration for Ken's Electric's efforts to learn the system, I am recommending we accept their attached proposal.

Thank you for your time and consideration.

~~KEN'S ELECTRIC INC.~~
 841 1st Ave SE
 Oelwein, IA 50662
 319-283-4221

Ken's Electric, Inc.

841 1st Ave SE
 Oelwein IA 50662
 319-283-4221

Item 9.

Date	June 19, 2020
Proposal #	202860-01
Customer ID	103272

MINI SPLIT AIR CONDITIONER

Billing Information

Oelwein Police Department
 501 Rock Island Rd
 Oelwein IA 50662
 319-283-4311

Service at

Oelwein Police Department
 501 Rock Island Rd
 Oelwein IA 50662
 319-283-4311

302606

DAIKIN MINI SPLIT

INSTALL DAIKIN MINI SPLIT AIR 3 TON	ü
HOURLY	ü
INCLUDED IN THIS OPTION WILL BE THE INSTALLATION OF A NEW DAIKIN 3 TON MINI SPLIT TO REPLACE THE CURRENT SYSTEM THAT IS BAD IN THE DISPATCH AREA. WE WILL ALSO MOVE THE CONDENSER TO THE OUTSIDE OF THE BUILDING. ALL MATERIAL, LABOR, AND FEES HAVE BEEN INCLUDED.	ü
Total	\$ 6,105.00

TERMS

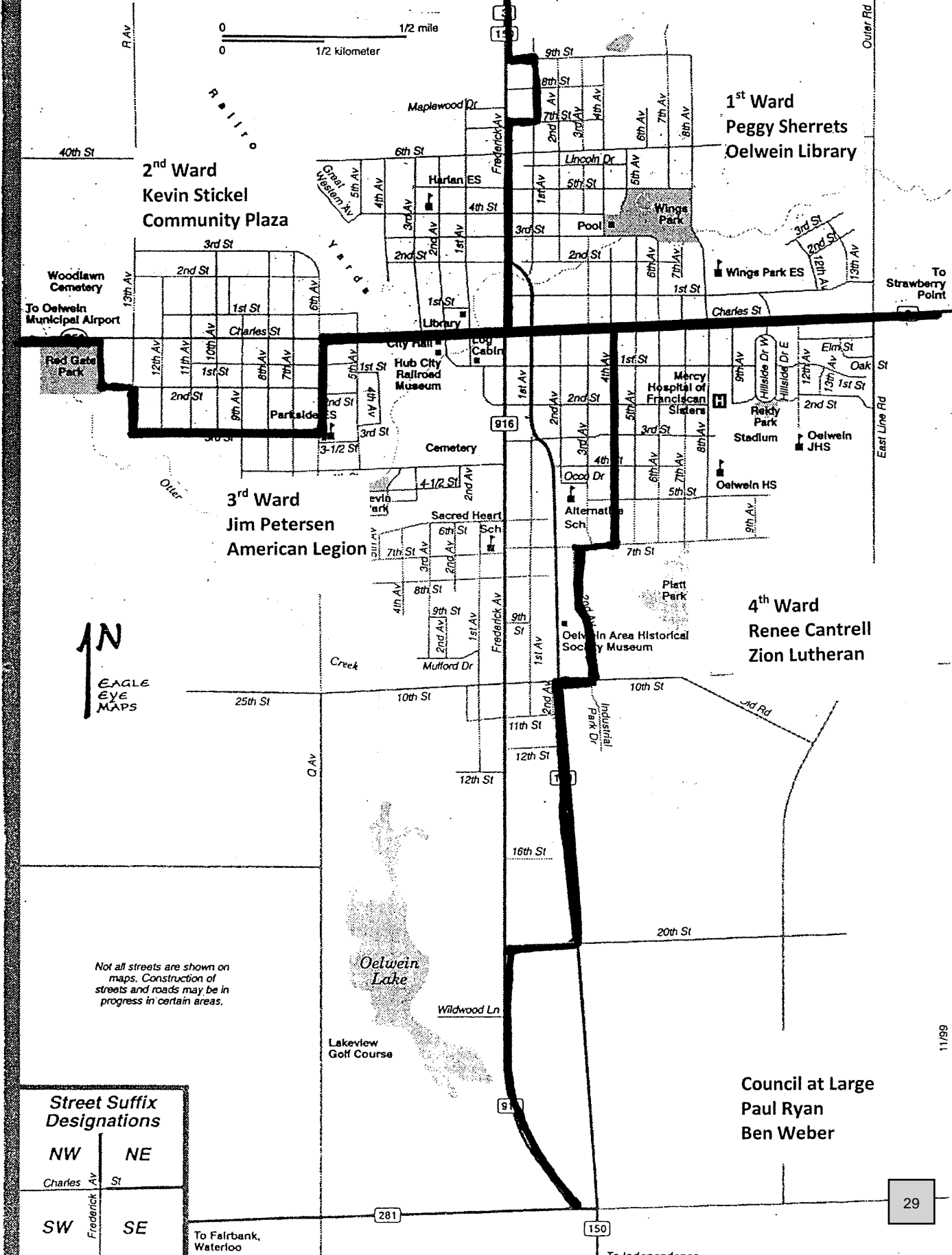
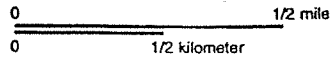
50% UPON ACCEPTANCE OF THIS PROPOSAL, 50% UPON COMPLETION OF THE PROJECT. THIS PROPOSAL IS VALID FOR 30 DAYS.

Accepted Option: _____

 Acceptance (Customer) Date

 Approval (Company) Date

OELWEIN WARD BOUNDARIES EFFECTIVE JANUARY 15, 2002



2nd Ward
Kevin Stickel
Community Plaza

1st Ward
Peggy Sherrets
Oelwein Library

3rd Ward
Jim Petersen
American Legion

4th Ward
Renee Cantrell
Zion Lutheran

IN
EAGLE
EYE
MAPS

Not all streets are shown on maps. Construction of streets and roads may be in progress in certain areas.

Street Suffix Designations	
NW	NE
Charles Av	St
SW	SE
Frederick	

Council at Large
Paul Ryan
Ben Weber



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 # 6750
Date: 07/02/2020
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Expense	05/28/2020	Reimbursable expenses: recording fee for Elevation Properties mortgage and Bbv, LLC mortgage	1.00	\$94.00	\$94.00
Service	06/01/2020	Oelwein Building placard violations meeting. discuss squatters, talk to squatter	0.50	\$133.43	\$66.72
Service	06/02/2020	email chain pat, sam, Jay- Bed bug letter edits and draft statement, sent back	0.20	\$59.60	\$11.92
Service	06/02/2020	kim fisher contact and email to Jay. Review bug certification document	0.25	\$133.43	\$33.36
Service	06/03/2020	email and calendar event for Steinbron	0.25	\$59.60	\$14.90
Service	06/03/2020	review food truck ordinance	0.50	\$133.43	\$66.72
Service	06/04/2020	food truck correspondence	0.10	\$133.43	\$13.34
Service	06/05/2020	retrieve packets	0.30	\$59.60	\$17.88
Service	06/08/2020	update and email spreadsheet to Sam, Nathan and Devore	0.15	\$59.60	\$8.94
Service	06/08/2020	city council meeting re vacant properties	1.50	\$133.43	\$200.15
Service	06/09/2020	email to Nathan- review cases for next week make sure officers have been notified	0.33	\$59.60	\$19.67
Service	06/09/2020	email to Ted re service of citations	0.10	\$59.60	\$5.96
Service	06/09/2020	NJL Email from and to Wehling re: Oelwein v. Jensen; .1	0.10	\$133.43	\$13.34

Service	06/17/2020	CITY OF OELWEIN community development office questions re ron winter	0.25	\$133.43	\$33.36
Service	06/19/2020	Flat Rate: Preliminary Title Opinion for property being sold to Oelwein Schools	1.00	\$175.00	\$175.00
Service	06/22/2020	packet retrieval, email to Pat, email spreadsheet	0.40	\$59.60	\$23.84
Service	06/22/2020	case research for pat- re voshell and shuck	0.25	\$59.60	\$14.90
Service	06/22/2020	Mulfinger compile evals	0.50	\$59.60	\$29.80
Service	06/22/2020	review packet, research details on proposed transfer, email to cty admin, review eval process and update city admin.	2.00	\$133.43	\$266.86
Service	06/22/2020	Council meeting work session	4.00	\$133.43	\$533.72
Service	06/23/2020	tax sale cert, beacon search, email to abstract office	0.20	\$59.60	\$11.92
Service	06/23/2020	discussion with op counsel, rozinke	0.25	\$133.43	\$33.36
Service	06/24/2020	dispose of rental property case, Rozinek, ct Jay r same	0.25	\$133.43	\$33.36
Service	06/24/2020	draft shells of Affidavit of service and notice to redeem, request lien search	0.25	\$59.60	\$14.90
Service	06/24/2020	question from smith re resolution issue.	0.10	\$133.43	\$13.34
Service	06/24/2020	review question on bond performance iowa code 573 and iowa code 26	0.50	\$133.43	\$66.72
Service	06/24/2020	call to Jay, draft witness list, email trial order ro Sam and Jay	0.25	\$59.60	\$14.90
Service	06/24/2020	continue gabriel, email to officer, email to dispatch, update spreadsheet	0.25	\$59.60	\$14.90
Expense	06/24/2020	Reimbursable expenses: recording fee for Benter mortgage	1.00	\$47.00	\$47.00
Service	06/24/2020	Jay with City of Oelwein re contracts	0.25	\$133.43	\$33.36
Service	06/25/2020	email to officer DeJong	0.10	\$59.60	\$5.96
Service	06/25/2020	review demo contracts and edit teh same.	2.00	\$133.43	\$266.86
Expense	06/26/2020	Reimbursable expenses: Hallberg lien search for tax sale	1.00	\$200.00	\$200.00
Service	06/26/2020	draft affidavit and notice to redeem	0.40	\$59.60	\$23.84
Service	06/26/2020	prep mailings , regular and certified for Hallberg tax sale	0.25	\$59.60	\$14.90
Service	06/26/2020	attention to tax sale Hallberg	1.00	\$133.43	\$133.43
Expense	06/26/2020	Reimbursable expenses: 3 Certified mail for Chris Hallberg tax sale	1.00	\$20.85	\$20.85

Service	07/01/2020	email to Sam re vacant property due date	0.10	\$59.60	\$5.96
Service	07/01/2020	email from Sam, draft citations x3 for unregistered vacant properties. beacon search x3,	1.00	\$59.60	\$59.60
Expense	07/01/2020	Reimbursable expenses: filing fee- pauling	1.00	\$135.00	\$135.00
Service	07/01/2020	filing citation for pauling	0.25	\$59.60	\$14.90
Expense	07/01/2020	Reimbursable expenses: filing fee kapler	1.00	\$135.00	\$135.00
Expense	07/01/2020	Reimbursable expenses: Garceau flining fee	1.00	\$135.00	\$135.00
Service	07/01/2020	filing citation Kapler	0.25	\$59.60	\$14.90
Service	07/01/2020	filing citation Garceau	0.25	\$59.60	\$14.90
Service	07/01/2020	email to Sam on tax sale	0.10	\$59.60	\$5.96
Service	07/02/2020	drafting witness list, remind office, update spreadsheet	0.25	\$59.60	\$14.90
Service	07/02/2020	send out citations x3 for service- 2 to Ted, One to Cerro Gordo, draft Directions for service	0.25	\$59.60	\$14.90
Service	07/02/2020	file efile instructions x4	0.10	\$59.60	\$5.96
Service	07/02/2020	email to Cerro Gordo co	0.10	\$59.60	\$5.96
Service	07/02/2020	email correspondence with Sam Jim and Jay, draft and file witness list x2	0.25	\$59.60	\$14.90
Service	07/02/2020	work demo contract issues	1.50	\$133.43	\$200.15
				Total	\$3,371.97

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
6750	07/02/2020	\$3,371.97	\$0.00	\$3,371.97	
				Outstanding Balance	\$3,371.97
				Total Amount Outstanding	\$3,371.97

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 # 6749
Date: 07/02/2020
Due Upon Receipt

City of Oelwein nuisance/abatement work

nuisance/abatement work 657A's

Type	Date	Notes	Quantity	Rate	Total
Service	06/03/2020	attention to default hearings	0.25	\$136.83	\$34.21
Service	06/04/2020	call to Sam re steinbron and registration process, pat emails, case review	0.50	\$60.86	\$30.43
Service	06/05/2020	order certified cpies of order for judgments on McCloud and Latham	0.25	\$60.86	\$15.22
Service	06/05/2020	draft recorder cover sheet x2, look up taxes owed for invoice x2	0.25	\$60.86	\$15.22
Service	06/05/2020	email from Sam, case review, email to sam and pat	0.20	\$60.86	\$12.17
Service	06/05/2020	emails/TSC letter to Sam for pentecost, review of 657A's	0.25	\$60.86	\$15.22
Expense	06/08/2020	Reimbursable expenses: certified copies of orders for latham and McCloud	1.00	\$40.00	\$40.00
Service	06/08/2020	prep certified orders to go to the recorders office, request check	0.20	\$60.86	\$12.17
Expense	06/08/2020	Reimbursable expenses: Recording fee for McCloud Change of Title	1.00	\$22.00	\$22.00
Expense	06/08/2020	Reimbursable expenses: Recording fee for Latham Change of Title	1.00	\$22.00	\$22.00
Service	06/10/2020	email from Nathan, email to Prouty	0.15	\$60.86	\$9.13
Service	06/10/2020	draft motion to continue- jensen- email from Jim email from Nathan	0.25	\$60.86	\$15.22

Service	06/15/2020	email to officers and dispatch new schedules, update spreadsheet, review orders	0.33	\$60.86	\$20.08
Service	06/16/2020	case review, email correspondence with Sam, beacon search, iowa land records search, draft citation	0.75	\$60.86	\$45.65
Service	06/16/2020	draft motion for trial	0.25	\$60.86	\$15.22
Service	06/17/2020	email to prouty and sam, pulldown orer, update spreadsheet	0.20	\$60.86	\$12.17
Service	06/19/2020	scan save and file return of service	0.20	\$60.86	\$12.17
Expense	06/19/2020	Reimbursable expenses: Service fee on Matthew Rozinek	1.00	\$35.00	\$35.00
Service	06/23/2020	email to Sam re Rozinek	0.10	\$60.86	\$6.09
				Total	\$389.37

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
6749	07/02/2020	\$389.37	\$0.00	\$389.37	
				Outstanding Balance	\$389.37
				Total Amount Outstanding	\$389.37

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: 7/13/2020

Consent Agenda

2. Consideration of a motion approving the minutes of the June 22, 2020 regular council meeting
3. Consideration of a Class 'C', Outdoor Service and Sunday Sales renewal for Hacienda Del Rio, Inc.
4. Consideration of a Class 'C' Liquor, Outdoor Service and Sunday Sales Renewal for Von Tuck's Bier Haus dba Dave's Place

Ordinances

5. Consideration of an Ordinance Providing for the Vacation of the West Portion of the Alley Running East and West Adjacent to Lots 18-28 and Lots 30-41, Block 2, Irvine's Addition to Oelwein, Fayette County, Iowa - Second Reading

Resolutions

6. Consideration of a Resolution Directing the Sale of the City's Interest in Parcel AG in the SE 1/4 of the NW 1/4 of Section 21-T91N-R9W formerly known as 14 2nd Avenue NW , Oelwein, Fayette County, Iowa

Motions

7. Consideration of a motion authorizing signatures on Contract Documents and Notice to Proceed with Maguire Iron for Oelwein West Water Tower Repainting Project
 1. The City has accepted the low bid and is ready to begin this project. This project has a substantial completion date of November 1, 2020. The tower will be repaired and painted during this project. If the tower has substantial issues within the tank, change orders will go to City Council for approval. This project is being paid for using Water Infrastructure Fee. The City Administrator recommends authorizing signatures.
8. Consideration of a motion to replace flood damaged flooring at the Oelwein Fire Department in the amount of \$8,574.00
 1. The Fire Department had water in their basement on the June 9 storm event. This water caused the tiles to pop up from the floor. After an asbestos test was completed, the tile and the glue came back positive. This will need to be remediated before any floor work can be completed. The city plans to work with the asbestos contractor that is working on the residential home tear down project. Once the floor is ready we will have



the proposed contractor apply an epoxy finish to the floor designed for a meeting space. The City Administrator recommends approving this contractor as the city is receiving insurance money for the new floor.

9. Consideration of a motion to authorizing Ken's Electric, Inc. to replace Police Department Air Conditioning unit in the amount of \$6,105.00
 1. The Police Chief has provided a thorough recommendation on this purchase.
10. Consideration of a motion accepting the resignation of 3rd Ward Councilman Charles Gerdts
 1. Charles has done a great job for the city and will be missed. Council can appoint or wait for an election. Council can take requests from ward members and can interview interested candidates. Any option council wants can be directed to staff.



PARKS MONTHLY REPORT, JUNE 2020

PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation

www.oelwein.fun

This week Lloyd has been busy transplanting trees as he is now on his final property. Jack has been mowing empty lots and houses the city purchased and found people are throwing their branches and garbage onto these properties. Another round of weed spraying has begun in all the properties. We ran new plumbing in the diamond one bathroom as we slowly opened the bathrooms. We filled the pool Memorial Day week as we are taking care of the water chemistry and pumps as needed. There is a full burial today at Woodlawn Cemetery. Jared Stewart plans to start on the new sign at Woodlawn the week of June as he has been waiting on his supplier. Jay got the bags out for the baseball fields and started dragging them.

There was an issue with the starter on the main circulation pump at the pool that was resolved, and the LED light conversion was completed at the pool. On Friday the 5th, the park employees planted seven more trees at Red gate that an individual donated to the city. With the flooding the 2nd week of June, Diamond 1 at Wings Park took a major hit as the whole backstop was undermined and have debris hanging from all the fencing. At City Park there was flooding over the bridge once again as campers were told that night if they needed to get out early the next morning that they should do so that night because there would be flooding. By 8:30 am, the next morning the waters receded so the campers could drive out if needed. The road at City Park was washed out once again on the west side by the dam and is barricaded off until workers can get started putting it back together. Platt Park has mulch and boarder tile washed out with some road wash as well. The workers will continue to work on cleaning up these areas but still have their mowing responsibilities to complete. We are finishing replacing some of the water pipes at diamond one as it was time to eliminate some old pipes and a pressure tank that was still in place. Jay took the Harley rake to the batting cage area and the workers put up the net. The cemetery workers had a full burial this week and more supplies arrived for the new Woodlawn sign. Weed spraying continues with all the rain and warm weather we are receiving.

The third week Jared Stewart made more progress on the new Woodlawn sign by setting the large stone. Jared will be building up the ends then installing flagstone around the block base. Once the street department was done using equipment to complete their cleanup from the storm, Tim and Jay started putting the road back at City Park this week. Monday morning someone broke into Jay's truck, ransacked it and stole some tools, cameras were ordered to put up around the shop area. This week Brannon Monument Company was able to get in and reset the large cemetery stones that were too large for City employees to handle from the tornado damage. Lloyd Brown finished transplanting all 64 trees from the cemetery tree nursery that we wanted transplanted. The cemetery employees are straightening out the dirt in the area that Lloyd transplanted. There is a cremation burial this coming Friday and another for Saturday that have been prepared. The flagpole light at Woodlawn was replaced with an LED light fixture. Mike is competing his work on the downtown streetscape. Jack has been busy mowing all his 54 properties including empty lots, houses, wells, and lifts. Monday the 15th we had a park and rec meeting and tree board members are working on finding planting areas for our street tree planting in September. Daily check of the pool facility maintaining it at minimal levels is ongoing and diamonds are being prepared for rec little league.

This week Jon Biederman and I met with Matt Construction to go over some final issues with the new trail section at Wings Park. We also met with Jake Steil with Transco about an easement to run a trail on the west side of the tracks on their property. I received the new trail mileage signs that we will be installing along the trail when we have the time to install them. We prepared a full burial and two cremations for this coming weekend. There has been a couple rain days so the employees have been

PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

completing some rain day projects like finish work on the new shop door. We received some cameras that we are installing at the shop because of recent vandalism in the area. I completed an Iowa DNR land and water conservation fund report that was received back in the 1970's for the old tennis courts and Platt Park. This is a perpetual report every 5 years for each of these properties that need to remain solely for recreation. I completed more work on the DNR REAP grant that is due in August for more trail money.

Tree transplanting



Empty lots



Plumbing



Weed spraying



Cleanup

PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

Pool starter



LED conversion



Tree planting Red Gate



Diamond 1

City Park bridge



Diamond 1 fencing

City Park road



City Park road



PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

Platt Park

New water lines diamond 1



Harley rake

Burial

Complex plumbing



Material for Woodlawn sign

Batting net up

Weed spraying



PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

Woodlawn Sign



Road repairs



Vandalism



Monument setting



PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

Tree spading complete



LED lighting

Downtown Mike



Trail markers

Burials

LWCF



Rain day projects

Easements



PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

Cameras



Daily Activities www.oelwein.fun

- ❖ 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
- ❖ 3 burials, 4 cremations
- ❖ Diamonds prepared

Progress on Projects www.oelwein.fun

- ❖ Trails REAP grant
- ❖ Tree trimming
- ❖ Cemetery sign progress
- ❖ Website work
- ❖ Storm cleanup
- ❖ Waiting on quotes on different projects
- ❖ Wings trail extension drainage
- ❖ Mowing all parks/cemeteries/lots
- ❖ Pool LED conversion completed
- ❖ Shop cameras installed
- ❖ Trees planting at red gate park
- ❖ Plumbing replaced at diamond one bathroom
- ❖ Tree spading completed
- ❖ All headstones set in place from tornado

**PARKS / CEMETERY / AQUATICS / CAMPGROUND****Next Month and Future Projects**www.oelwein.fun

- ❖ Wings Park trail extension
- ❖ Park master plan
- ❖ Dirt work around bridges
- ❖ Grant work
- ❖ Diamond 3 fencing
- ❖ Website work
- ❖ Install water fountains
- ❖ Prairie planting at Platt Park
- ❖ Remove well houses at City Park
- ❖ Drinking fountains
- ❖ Extend tile at Platt
- ❖ Replace campground doors
- ❖ Bleachers to diamond 3
- ❖ Diamond 1 building work
- ❖ Take split wood/rock to campground
- ❖ Storm cleanup at Red gate park
- ❖ Ash tree removal
- ❖ Picnic table repairs
- ❖ Trail sign install
- ❖ Install 3x large umbrella fixtures
- ❖ Slide top canopy
- ❖ Guard umbrellas
- ❖ Dead tree removal
- ❖ Signage updates for trails

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



Security Cameras
August 8, 2017
Reviewed 7/14/20

Purpose:

The Oelwein Public Library strives to take reasonable precautions to assure a safe and secure environment for its patrons and staff. Because library staff is unable to provide direct supervision over all areas within the library and library grounds, video security cameras have been placed at selected locations in order to observe and record visible activities of persons within the library and library grounds in lieu of direct supervision.

Observation of activity, whether in real time or from digitally recorded storage, shall be limited to activities that are specific to library operations, may affect the safety and security of library patrons and staff, and provide protection for library assets or property. Real-time monitors may be set up in public areas at the discretion of the director.

Privacy and Confidentiality:

Camera placement shall be determined by the library director or his/her designee. Cameras shall not be placed in areas where there is a reasonable expectation of privacy, such as toilet areas within restrooms.

To the extent that any recorded images include identifiable persons requesting information or checking out an item, such record shall be treated as confidential as proved in Iowa Code 22.7(13). Only designated library staff may view real time images or screen recorded images for potential breach of confidentiality. Any inadvertent views of protected information shall be held in confidence by the library staff under the library's confidentiality policy.

Public Notice:

Signage shall be conspicuously displayed within the library advising of the recording of video images. Conversations or other audible communication shall not be monitored or recorded by the security cameras.

Data Storage:

Cameras will record activities in real time and images will be saved to the camera server's hard drive. The capacity of the storage system allows for images to be stored for at least 14 days. Current software deletes images automatically as the capacity of the hard drive is reached. The library is not obligated to store images past the 14-day limit.

Cameras will not be monitored continuously by library staff. Authorization to view stored images may be granted by the library director or his/her designee(s).

Authority to Access Recorded Data:

The library director holds the authority to designate library staff members who may access video in real time or recorded formats. Generally, authority may be delegated to the assistant director, network systems coordinator, supervisory staff, and assistant librarian staff during hours of operation.

Circumstances under which designated staff may access images in real time include, but are not limited to, observation of areas beyond view from designated workstations for assurance of safety and security. Access to real time or recorded imagery is also authorized to designated staff upon report of suspicious behavior, including policy violations, criminal activity, destruction or theft of library property or assets, or other activity that may be disruptive to library operations.

Law Enforcement:

All requests for the viewing of real time or recorded imagery by law enforcement officials must be presented to the library director. If the library director is unavailable, such requests shall be presented to the supervisory staff designated by the library director to hold such authority. Law enforcement may view recorded images unless such images include records protected by Iowa Code 22.7(13), in which case such records would be released only pursuant to valid court order.

Public Disclosure:

All requests for public disclosure of recorded images shall be presented to the library director or the supervisory staff member designated to act in his/her stead. Guidelines for public disclosure of video imagery shall follow the procedures established by the library director in accordance with Iowa Code Chapter 22.

The Oelwein Public Library Board of Trustees will meet on Tuesday, July 14, 2020 at 5:00 p.m. at the Oelwein Public Library.

AGENDA

- Roll Call**
- Agenda Approved**
- Minutes Approved**
- Correspondence and communications –**
- Trustee Training –** Library Access – Public Access to a printer
- Director’s Report-** HVAC fixed, Carpeting Project, Director’s Evaluation
- Friend’s Report –** Little Free Library moved
- Bills Approved –**

Unfinished Business

New Business

- Election of Officers
- Leaks from roof – Karr recommendation
- August Library Services and Hours
- Policy Review – Security Cameras

Adjournment

June/End of Year Statistics

Circulation:	Computer Use:	Reference Questions:
20 June: 2,964/52,177	20 June: 121/5,315	Wireless: 495/15,535
<i>19 June: 6,115/66,935</i>	<i>19 June: 624/7,950</i>	<i>Wireless: 1,803/26,935</i>
20 June: 418/5,793		<i>19 June: 602/6,672</i>
Attendance:	New Patrons:	Program Attendance:
20 June: 1,476/29,810 (372) Sunday	20 June: 18/254	20 June: 0 /1,581
<i>19 June: 3,979/45,922 (443) Sunday</i>	<i>19 June: 45/313</i>	<i>19 June: 720/2,846</i>
Acquisitions:	BRIDGES Downloads: 285/3,593	HOOPLA Downloads: 96/1,078
Books 93/1,131	eBooks: 151/2,128	eBooks: 28/398
CD’s 4/114	Audio: 128/1,404	Audio: 26/318
Movies 9/186	eMagazines: 6/58	Movies: 11/135
	Video: 0/3	Comics: 10/93
		Music: 1/49
		TV: 20/85

37. (Tier 1) (NEW) The library provides a printer for public use. The printer may be a shared staff/public device.

Library Update to the City Council – July 2020

Beginning Monday, July 6, library patrons will not have access to the main part of the library. The library will be involved in an improvement project. Throughout the month of July, new carpeting will be installed in the library. During this time, library patrons will have access to a limited number of computers set up in the meeting room. In addition, patrons can request books, magazines, DVD's, and newspapers for check out. A computer catalog and a Census Response kiosk will be set up in the back entrance, as well. Librarians will gather the requested items and patrons can either pick up the items at the back entrance of the library or call for curbside pickup.



Mini Library in Meeting Room



First side: Carpet removed, Ready to sand