



Agenda

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

August 11, 2025
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Matt Weber

Council Members: Karen Seeders, Anthony Ricchio, Lynda Payne, Dave Lenz, Renee Cantrell

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

- [A.](#) Public Comment Policy.

Consent Agenda

- [1.](#) Consideration of a motion to approve the July 28, 2025 minutes.
- [2.](#) Consideration of a motion approving the Class 'E' Alcohol License for Kwik Star #1156, 1350 Industrial Park Drive.
- [3.](#) Consideration of a motion to approve the Class 'C' Retail Alcohol License for the Oelwein Chamber and Area Development for the Oelwein Rotary Sweet Corn and Pork Chop Feed at Depot Park.
- [4.](#) Consideration of a motion approving the Class 'B' Alcohol License for Kwik Star #665, 10 1st Avenue SE.

Public Hearing

- [5.](#) Public Hearing for the sale of 27 South Frederick Avenue to Paul and Sharon Schemmel on August 11, 2025 at 6:00PM in the Oelwein Council Chambers.
- [6.](#) Public Hearing for the sale of 613 2nd Avenue SW to Travis Woodward on August 11, 2025 at 6:00PM in the Oelwein Council Chambers.
- [7.](#) Public Hearing for the sale of 122 5th Avenue SW to Autumn Eiklenborg on August 11, 2025 at 6:00PM in the Oelwein Council Chambers.
- [8.](#) Public Hearing for the sale of 217 4th Avenue NW to Matthew and Mary Wildebour on August 11, 2025 at 6:00PM in the Oelwein Council Chambers.

Ordinances

- [9.](#) Consideration of an ordinance amending Chapter 10, Industrial Property Tax Exemption. - Second Reading.

Resolutions

- [10.](#) Consideration of a resolution approving the City of Oelwein to serve as the primary applicant in a joint grant application with the City of Independence under FEMA's Hazard Mitigation Grant Program (HMGP) and provide the local match of \$32,104.15.
- [11.](#) Consideration of a resolution approving the sale of city owned property at 27 S. Frederick Avenue and approving Development Agreement and Reversion Agreement related thereto.
- [12.](#) Consideration of a resolution approving the sale of 613 2nd Avenue SW to Travis Woodward.
- [13.](#) Consideration of a resolution approving the sale of 122 5th Avenue SW to Autumn Eiklenborg.
- [14.](#) Consideration of a resolution approving the sale of 217 4th Avenue NW to Matthew and Mary Wildebour.

Committee Reports

- [15.](#) Report from Seeders on the Library Board minutes.

Council Updates

Mayor's Report

City Attorney's Report

City Administrator's Report

- [A.](#) City Administrator.

Adjournment

- [B.](#) 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



Public Comment Policy
Oelwein Guidelines for Public Participation during City Council Meetings
Adopted by Council Resolution 5495-2023

1. Regular City Council Meetings “Public Comments” on non-agenda items.
 - a. The first opportunity for public comment is listed on the agenda as “Public Comments”. This time is set aside for the public to address the City Council on issues not scheduled on the agenda. It is not to be confused with a public hearing, which is a formal proceeding conducted for the purpose of discussing a specific topic, such as the city budget.
 - b. Anyone wishing to address the City Council must adhere to the following “Rules of Procedure and Decorum”:
 - i. Be recognized by the Mayor or Mayor Pro Tem.
 - ii. State their name and address.
 - iii. Speak from the podium in a civil, non-argumentative and respectful manner.
 - iv. Whenever a group wishes to address the City Council on the same subject, the Mayor may request that a spokesperson be chosen by the group to avoid significant repetitive comments. Follow up comments by others that are similarly minded, should be limited to acknowledging their agreement with the comments made by the spokesperson or any other prior speaker, and not merely repeating previously made comments.
 - v. Each person wishing to speak during the public comment period shall be given three (3) minutes to share their comments.
 - vi. Speakers will be required to speak into the microphone, speak clearly and succinctly, to ensure all in attendance, in person or virtually, can clearly hear and understand what is being said.
 - vii. All remarks shall be directed to the Mayor and City Council as a body rather than to the Mayor, any particular Councilmember, or any member of the staff or audience.
 - viii. If the speaker intends to share any documents the City Council during their comments, a copy must also be provided to the City Clerk. If the speaker is reading a “statement” to the Council, it is requested that a copy of the “statement” be provided to the City Clerk so as to have a clear and accurate record of what was said.
 - ix. Speakers shall refrain from the use of profanity; language likely to incite violence or outbursts from the audience; language that is disruptive to the orderly process of the meeting; engaging in conversations with individual council members; making comments of a personal nature regarding others; shouting, yelling or screaming.
 - x. Speakers shall not continue to address the City Council once they have left the podium and will at no point address or engage in conversation with the Mayor, Council, or staff from their seat.
 - c. Other matters relevant to the Public Comment section reference topics not on the Agenda.
 - i. Should the Mayor or Council request clarifications from the speaker the Mayor, in the Mayor’s sole discretion, may provide additional time to the speaker.



- ii. The Mayor or Mayor Pro Tem, in the sole discretion of the Mayor or Mayor Pro Tem in the absence of the Mayor, may provide additional time or reduce time allowed any speaker and/or make other allowances or judgements deemed appropriate under the circumstances, in the Mayor's capacity as the presiding official.
- iii. In many cases, the speaker will be directed to meet with staff outside of the meeting to further discuss, obtain answers to questions, to resolve the issue, and/or to discuss next steps.
- iv. Other than asking a question to clarify a statement made by the speaker, Council members shall refrain from entering into a dialogue with the speaker. This portion of the agenda is not intended for a discussion or debate between the City Council and the speaker and should not be used for that purpose. Iowa Code requires public notice of all items to be considered/debated to be posted at least twenty-four (24) hours in advance of the meeting. Therefore, Council discussion or debate on a topic brought up in the public comment section would be a violation of Iowa Code.
- v. The Mayor is responsible for maintaining order and decorum and will not allow the speaker, or any other person in attendance, to make personal attacks or inflammatory comments and will, when appropriate, direct any person violating any of the rules set forth herein to be quiet, to sit down and/or return to their seat as appropriate. Failure to comply with directives of the Mayor may result in the person being asked to leave the meeting or removed from the meeting. The Mayor may call for a break or recess to allow the speaker to leave or be removed from the meeting.

2. City Council Meetings "Public Comments" on Agenda Items during the meeting

- a. The City Council meeting is designed for the City Council to discuss and make decisions on the various issues on the agenda. The procedure for introduction, consideration, and action on agenda items is as follows:
 - i. Each agenda item is introduced by the Mayor
 - ii. The Mayor asks for a staff presentation or clarification of any relevant staff report.
 - iii. If dealing with an issue tied to an applicant, the Mayor may ask for comments from the applicant.
 - iv. The Mayor will then request whether any person in attendance wished to comment on the agenda item.
 - v. After the cessation of Council debate and any other comments as appropriate, the Mayor will call for a motion and second.
 - vi. Once a motion has been made and seconded, no additional comments will be received from the public, only City Council debate, with staff input as appropriate, will occur from this point forward.
- b. The rules for addressing the City Council at the designated time during this portion of the meeting are:
 - i. The speaker must be recognized by the Mayor.
 - ii. The speaker must speak from the podium and must provide their name and address for the record.



- iii. At no time will members of the public be allowed to enter into the City Council discussion from their seat. Upon recognition by the Mayor, a person may only be allowed to speak at the podium during the City Council discussion so long as the Mayor finds the comments to be germane, necessary and/or helpful to the City Council.
 - iv. No speaker will be allowed to speak more than once on any agenda item unless clarification is requested by the City Council and permission granted by the Mayor.
 - v. When an agenda includes a “Public Hearing”, any comments from the Public will only be received during the Public Hearing, not after the Public Hearing during consideration of any action item tied to the Public Hearing discussion.
 - vi. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items.
3. Public Hearings
- a. When an item under consideration requires a public hearing by statute, the Mayor will open and facilitate the public hearing. Public comments will be received in the same manner, and subject to, all provisions described and set forth under Paragraph 2 of this Policy.
 - b. Reasonable limitations on the number of speakers and time allowed to speak may be imposed by the Mayor in order to keep the meeting moving.
 - c. Public hearings are held to gather data and opinions from the public to assist and facilitate the decision-making process.
 - d. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items..
4. Public Comments at Council Workshops / Work Sessions.
- a. The committee chair runs the work session. The purpose of work sessions is to allow staff to present material and for the Council to have time to discuss and consider issues in greater detail before taking action.
 - b. Public Comments:
 - i. Because the Workshop/Work Session is designed for discussion among the members of the City Council and staff, public comment is not warranted. A member of the audience may only speak should the chair recognizes a member of the public or interested party or if a Council member requests that a member of the public be recognized. If so recognized, the same rules of decorum as listed for Council meetings apply, and the chair may impose any and all other restrictions deemed appropriate in the sole discretion of the chair.
 - c. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items.
5. Rules of Decorum for the Audience during Council Meetings and Work Sessions
- a. Meeting attendees (the audience):



- i. Will refrain from commenting, clapping, shouting, booing, or other inappropriate and/or disruptive behavior.
 - ii. Will refrain from private conversations during meetings.
 - iii. Should not address Council members in individual conversation or make comments to individual Council members.
- 6. Contacting City Council Members outside of Meetings
 - a. You may contact your City Council member at any time. Their contact information is on the City's website (<https://www.cityfoelwein.org>) at the button marked Government then City Council. Phone numbers may be provided City Hall should permission be given by the elected official.



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
July 28, 2025 - 6:00 PM

Pledge of Allegiance

Call to Order

Mayor DeVore called the meeting to order at 6:00 PM.

Roll Call

Present: Lenz, Cantrell, Payne, Seeders, Ricchio, Weber

Also Present: Mayor DeVore, City Administrator Mulfinger, City Clerk/Treasurer Rigdon

Absent: NA

Additions or Deletions

A motion was made by Lenz, seconded by Weber to approve the agenda as amended.

All aye. Motion carried.

Consent Agenda

1. Consideration of a motion to approve the July 14, 2025 minutes.
2. Claims Resolution in the amount of \$1,027,317.58.
3. Consideration of a motion to approve the Class 'E' Retail Alcohol License renewal for Oelwein Mart.
4. Consideration of a motion approving the glass and metal device permit for Super Mart, 701 S. Frederick Avenue.

A motion was made by Weber, seconded by Lenz to approve the consent agenda.

All aye. Motion carried.

Ordinances

5. Consideration of an ordinance amending Chapter 10, Industrial Property Tax Exemption. - First Reading.

A motion was made by Weber, seconded by Cantrell to approve the first reading of an ordinance amending Chapter 10, Industrial Property Tax Exemption.

Ayes: Lenz, Cantrell, Payne, Seeders, Ricchio, Weber

Nays: NA

Motion carried.

Resolutions

6. Consideration of a resolution approving a development agreement with Wendy Ash Enterprise for the restoration of 1 South Frederick.

A motion was made by Weber, seconded by Payne to approve Resolution No. 5778-2025.

Ayes: Lenz, Cantrell, Payne, Seeders, Ricchio, Weber

Nays: NA

Motion carried.

7. Consideration of a resolution setting a public hearing for the sale of 27 South Frederick Avenue to Paul and Sharon Schemmel on August 11, 2025 at 6:00PM in the Oelwein Council Chambers.

A motion was made by Lenz, seconded by Weber to approve Resolution No. 5779-2025.

Ayes: Lenz, Cantrell, Payne, Seeders, Ricchio, Weber

Nays: NA

Motion carried.

8. Consideration of a resolution accepting the completion of Oelwein Municipal Airport Airfield Vault with Woodruff Construction, Inc in the amount of \$244,815.00.

A motion was made by Weber, seconded by Lenz to approve Resolution No. 5780-2025.

Ayes: Lenz, Cantrell, Payne, Seeders, Ricchio, Weber

Nays: NA

Motion carried.

9. Consideration of a resolution accepting the completion of 2025 Road Chip Seal Improvement Project with Blacktop Services in the amount of \$533,424.42.

A motion was made by Weber, seconded by Lenz to approve Resolution No. 5781-2025.

Ayes: Lenz, Cantrell, Payne, Seeders, Ricchio, Weber

Nays: NA

Motion carried.

10. Consideration of resolution accepting the completion of an emergency sewer repair with Bryan Construction in the amount of \$13,720.00.

A motion was made by Weber, seconded by Lenz to approve Resolution No. 5782-2025.

Ayes: Lenz, Cantrell, Payne, Seeders, Ricchio, Weber

Nays: NA

Motion carried.

11. Consideration of a resolution setting a public hearing for the sale of 613 2nd Avenue SW to Travis Woodward on August 11, 2025 at 6:00PM in the Oelwein Council Chambers.

A motion was made by Payne, seconded by Weber to approve Resolution No. 5783-2025.

Ayes: Lenz, Cantrell, Payne, Seeders, Ricchio, Weber

Nays: NA

Motion carried.

12. Consideration of a resolution setting a public hearing for the sale of 122 5th Avenue SW to Autumn Eikenborg on August 11, 2025 at 6:00PM in the Oelwein Council Chambers.

A motion was made by Weber, seconded by Lenz to approve Resolution No. 5784-2025.

Ayes: Lenz, Cantrell, Payne, Seeders, Ricchio, Weber

Nays: NA

Motion carried.

13. Consideration of a resolution setting a public hearing for the sale of 217 4th Avenue NW to Matthew and Mary Wildebour on August 11, 2025 at 6:00PM in the Oelwein Council Chambers.

A motion was made by Weber, seconded by Lenz to approve Resolution No. 5785-2025.

Ayes: Lenz, Cantrell, Payne, Seeders, Ricchio, Weber

Nays: NA

Motion carried.

Committee Reports

14. Report from Ricchio on the July Airport Board minutes.

For full minutes, please visit: <https://www.cityofeelwein.org/bc-ab/page/airport-board-48>

Council Updates

Payne extended her praise to the city departments for getting the city ready for RAGBRAI. Mayor DeVore echoed the praises, expressing his gratitude to Deb Howard and the 189 volunteers. He also stated he had received multiple praises from the RAGBRAI riders.

Mayor's Report

Mayor DeVore stated there are plans for RAGBRAI to come back to Oelwein in 2028.

Adjournment

A motion was made by Lenz, seconded by Weber to adjourn the meeting at 6:20PM.

All 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 July 28, 2025 and copy of said proceedings was furnished to the Register August 1, 2025

Dylan Mulfinger, City Administrator

(App-226163)

License Application (LE0003935)

▪ Applicant

Name of Legal Entity : KWIK TRIP, INC.

Name of Business(DBA) : Kwik Star #1156

Address of Premises : 1350 Industrial Park Dr

Premises Suite/Apt Number :

City : Oelwein

County : Fayette

Zip : 50662

Business : (319) 636-7100

Mailing Address: 1626 Oak St

City : La Crosse

State : Wisconsin

Zip : 54603

▪ Contact Person

Name : Deanna Hafner

Phone : (608) 793-6262

Email : dhafner@kwiktrip.com

▪ **License Information**

License Number : LE0003935

License/Permit Type : Class E Retail Alcohol License

Term : 12 Month

Status : Submitted to Local Authority

Tentative Effective Date : 2025-10-03

Tentative Expiration Date : 2026-10-02

Sub-Permits : Class E Retail Alcohol License

Privileges :

Last Day of Business :

▪ **Status of Business**

Business Type : Corporation

■ Ownership

Thomas Reinhart

City : Onalaska

State : Wisconsin

Zip : 54650

Position : Secretary

% of ownership : 0%

U.S. Citizen : Yes

Scott Zietlow

City : Rochester

State : Minnesota

Zip : 55902

Position : Owner

% of ownership : 100%

U.S. Citizen : Yes

David Wagner

City : Stoddard

State : Wisconsin

Zip : 54658

Position : Treasurer

Item 2.

% of ownership : 0%

U.S. Citizen : Yes

- **Insurance Company Information**

(App-226200)

License or Permit Type

License or Permit Type

Class C Retail Alcohol License

Length of License Requested

5 Day

Tentative Effective Date

2025-08-27

Tentative Expiration Date

2025-08-31

Privileges / Sub-Permits Information

Privileges

Outdoor Service

Sub-Permits

Please provide a description of the area you intend to use for the Outdoor Service Privilege and explain its relationship to the currently-licensed premises

city owned park

Premises Information

Business Information

*** (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)**

OELWEIN CHAMBER AND AREA DEVELOPMENT

*** (required) Name of Business (D/B/A)**

OCAD

Indicate how the business will be operated

Nonprofit entity which has a principal office in the

*** (required) Federal Employer ID #**

42-1295227

*** (required) Business Number of Secretary of State**

114620

Tentative Expiration Date

Aug 31, 2025

Premises Information

☐ Please select here if your location is in an unincorporated town

Address of Premises:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

25 West Charles Street,Oelwein,Iowa,Fayette

Search by a location name or address to automatically populate the address fields below (optional)

Item 3.

*** (required) Premises Street**

25 West Charles Street

Premises Suite/Apt Number

*** (required) Premises City**

Oelwein

Premises State

Iowa

*** (required) Premises Zip/Postal Code**

50662

Premises County

Fayette

*** (required) Local Authority (Select the Local Authority which has jurisdiction over the premises where operations will be conducted)**
City of Oelwein

Control of Premises

lease

Is the capacity of your establishment over 200?

Yes

Equipped with tables and seats to accommodate a minimum of 25?

Yes

*** (required) # of Floors:**

1

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Premises Type

Other

Does your premises conform to all local and state health, fire and building laws and regulation?

Yes

Item 3.

Contact Information

*** (required) Contact Name**

Oelwein Chamber and Area Development

*** (required) Business**

(required) Extēns Phone

ion

(319) 283-1105

*** (required) Email Address**

cspence@oelwein.com

*** (required) Phone**

(required) Extēns (319) 283-1105

ion

☐ **Same as Premises Address**

Mailing Address:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

6 South Frederick Avenue, Oelwein, Iowa, Fayette

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

6 South Frederick Avenue

Mailing Suite/Apt Number

Mailing City

Oelwein

Mailing State

Iowa

Mailing Zip/Postal Code

50662

Mailing County

Fayette

Ownership

Debra Howard**Position:** Executive

Director

SSN: XXX-XX-3183**US Citizen:** Yes**Ownership:** 0%**DOB:** 12/17/1958

Criminal History Information

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law (not including traffic violations, except those that are alcohol related)?

No

Dramshop Verification Information

Dram Shop

Founders Insurance Company

Local Authority Information

Outdoor Service Area Approved / Denied

Outdoor Service Area Approved

Extension

*** (required) Daytime Phone for**

- **Local Authority**

(319) 283-5440

Sketch on File

Yes

**Proof of Control of Property (Deed / Final Sales
Contract / Lease / Written Agreement)**

****Purchase agreements not accepted**

Yes

Premise's Address Correct?

Yes

Premises Zoned Properly?

Yes

Fire Inspection Completed?

No

Health Inspection Completed?

No

Was a DCI background check run?

No

Previous License Number for this Location

*** (required) Local Authority Email Address**

deputyclerk@cityofelwein.org

Comments

Amount Owed to Local Authority

73.13

Document Upload Information

DOCUMENT NAME

Sketch

UPLOADED DOCUMENTS

Depot Park map

ADDITIONAL COMMENTS

DOCUMENT NAME

Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement)

****Purchase agreements not accepted**

UPLOADED DOCUMENTS

Depot Park lease

ADDITIONAL COMMENTS

Premises Updates Application (App-226764) For (LG0000514)

License or Permit Type

License or Permit Type

Class B Retail Alcohol License

Length of License Requested

12 Month

Tentative Effective Date

2025-05-28

Tentative Expiration Date

2026-05-27

Privileges / Sub-Permits Information

Privileges

Sub-Permits

Premises Information

Tentative Expiration Date

May 27, 2026

Is this a permanent or temporary change?

Permanent

*** (required) Start Date**

Aug 6, 2025

*** (required) End Date***** (required) Please describe how the premises is changing**

Store total = 3,998 SF. Area with alcohol storage = 3,222 SF. Area

Does this premises update change the address for the premises?

No

Address of Premises:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

10 1st Ave SE,Oelwein,Iowa,Fayette

Search by a location name or address to automatically populate the address fields below (optional)

*** (required) Premises Street**

10 1st Ave SE

Premises Suite/Apt Number*** (required) Premises City**

Oelwein

Premises State

Iowa

*** (required) Premises Zip/Postal Code**

50662

Premises County

Fayette

Ownership

Criminal History Information

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law (not including traffic violations, except those that are alcohol related)?

No

Local Authority Information

Extension

* (required) Daytime Phone for

- Local Authority

(319) 283-5440

Sketch on File

Yes

* (required) Local Authority Email Address

deputyclerk@cityoffoelwein.org

Comments

Document Upload Information

DOCUMENT NAME

Sketch

UPLOADED DOCUMENTS

665 Floor Plan Marked UP

ADDITIONAL COMMENTS

DOCUMENT NAME

Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement)

****Purchase agreements not accepted**

UPLOADED DOCUMENTS

ADDITIONAL COMMENTS

CITY OF OELWEIN

NOTICE OF PUBLIC HEARING ON THE PROPOSED SALE OF CITY OWNED REAL ESTATE

Notice is hereby given that the City of Oelwein, Fayette County, Iowa, proposes to sell and convey by Quit Claim Deed, the following described real estate situated in the City of Oelwein:

Lot 17 (EXCEPT THE SOUTH 44 INCHES OF THE WEST 70 FEET THEREOF), BLOCK 1, OELWEIN,
FAYETTE COUNTY, IOWA.

Locally known as 27 S. Frederick Ave., Parcel No. 1821401009
(Hereinafter referred to as "Property")

The City proposes to sell Property to Paul A. Schemmel and Sharon M. Schemmel for the sum of \$1.00.

Public Hearing on the proposed sale, and terms associated therewith, will be held at 6:00 P.M. on August 11, 2025 at City Hall, 20 2nd Ave. SW, Oelwein, IA. After acceptance of public comment, if any, and closing of the public hearing, the City Council may act upon the proposal to sell and transfer said property.

Any person may appear at the Public Hearing to comment on the proposed terms of the sale to Paul A. Schemmel and Sharon M. Schemmel and/or may submit written comments in advance of the Public Hearing by delivery of same to the City Clerk's Office, at Oelwein City Hall, 20 2nd Ave. SW, Oelwein, IA during regular business hours, by mailing to the City of Oelwein at the same address, or by email to the City Clerk's Office at dmulfinger@cityofuelwein.org, on or before the date and time of the Public Hearing.

Dylan Mulfinger, City Administrator
City of Oelwein, Iowa

CITY OF OELWEIN

NOTICE OF PUBLIC HEARING ON THE PROPOSED SALE OF CITY OWNED REAL ESTATE

Notice is hereby given that the City of Oelwein, Fayette County, Iowa, proposes to sell and convey by Quit Claim Deed, the following described real estate situated in the City of Oelwein:

LOT 24, BLOCK 2, STICKNEY'S ADDITION TO OELWEIN, AND THE VACATED ALLEY ADJOINING SAID LOT 24 DESCRIBED AS FOLLOWS: A STRIP OF LAND 10 FEET IN WIDTH BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 24, RUNNING THENCE SOUTH 50 FEET ALONG THE EAST LINE OF SAID LOT TO THE SOUTHEAST CORNER OF SAID LOT, THENCE EAST 10 FEET, THENCE NORTH 50 FEET PARALLEL TO THE EAST LINE OF SAID LOT, THENCE WEST 10 FEET TO THE PLACE OF BEGINNING, ALL IN THE CITY OF OELWEIN, FAYETTE COUNTY, IOWA

Locally known as 613 2nd Avenue SW, Parcel No. 1828129004

The City proposes to sell the property to Travis Woodward for the sum of \$100.00.

Public Hearing on the proposed sale, and terms associated therewith, will be held at 6:00 P.M. on August 11, 2025 at City Hall, 20 2nd Ave. SW, Oelwein, IA. After acceptance of public comment, if any, and closing of the public hearing, the City Council may act upon the proposal to sell and transfer said property.

Any person may appear at the Public Hearing to comment on the proposed terms of the sale to Travis Woodward and/or may submit written comments in advance of the Public Hearing by delivery of same to the City Clerk's Office, at Oelwein City Hall, 20 2nd Ave. SW, Oelwein, IA during regular business hours, by mailing to the City of Oelwein at the same address, or by email to the City Clerk's Office at dmulfinger@cityfoelwein.org, on or before the date and time of the Public Hearing.

Dylan Mulfinger, City Administrator
City of Oelwein, Iowa

CITY OF OELWEIN

NOTICE OF PUBLIC HEARING ON THE PROPOSED SALE OF CITY OWNED REAL ESTATE

Notice is hereby given that the City of Oelwein, Fayette County, Iowa, proposes to sell and convey by Quit Claim Deed, the following described real estate situated in the City of Oelwein:

Lot 13, Block 3, Clarks Addition to Oelwein, Fayette County, Iowa

Locally known as 122 5th Avenue SW, Parcel No. 1821303009

The City proposes to sell the property to Autumn E. Eiklenborg for the sum of \$100.00.

Public Hearing on the proposed sale, and terms associated therewith, will be held at 6:00 P.M. on August 11, 2025 at City Hall, 20 2nd Ave. SW, Oelwein, IA. After acceptance of public comment, if any, and closing of the public hearing, the City Council may act upon the proposal to sell and transfer said property.

Any person may appear at the Public Hearing to comment on the proposed terms of the sale to Autumn E. Eiklenborg and/or may submit written comments in advance of the Public Hearing by delivery of same to the City Clerk's Office, at Oelwein City Hall, 20 2nd Ave. SW, Oelwein, IA during regular business hours, by mailing to the City of Oelwein at the same address, or by email to the City Clerk's Office at dmulfinger@cityfoelwein.org, on or before the date and time of the Public Hearing.

Dylan Mulfinger, City Administrator
City of Oelwein, Iowa

CITY OF OELWEIN

NOTICE OF PUBLIC HEARING ON THE PROPOSED SALE OF CITY OWNED REAL ESTATE

Notice is hereby given that the City of Oelwein, Fayette County, Iowa, proposes to sell and convey by Quit Claim Deed, the following described real estate situated in the City of Oelwein:

Lot 3, Block 4, Iowa Development Company's Addition to Oelwein, Fayette County, Iowa.

Locally known as 217 4th Avenue NW, Parcel No. 1821108003

The City proposes to sell the property to Matthew Wildebour and Mary Wildebour for the sum of \$1.00.

Public Hearing on the proposed sale, and terms associated therewith, will be held at 6:00 P.M. on August 11, 2025 at City Hall, 20 2nd Ave. SW, Oelwein, IA. After acceptance of public comment, if any, and closing of the public hearing, the City Council may act upon the proposal to sell and transfer said property.

Any person may appear at the Public Hearing to comment on the proposed terms of the sale to Matthew Wildebour and Mary Wildebour and/or may submit written comments in advance of the Public Hearing by delivery of same to the City Clerk's Office, at Oelwein City Hall, 20 2nd Ave. SW, Oelwein, IA during regular business hours, by mailing to the City of Oelwein at the same address, or by email to the City Clerk's Office at dmulfinger@cityofeelwein.org, on or before the date and time of the Public Hearing.

Dylan Mulfinger, City Administrator
City of Oelwein, Iowa

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, INDUSTRIAL PROPERTY TAX EXEMPTION

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

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by reading as follows:

Sec. 10-1. Purpose.

To provide for partial property tax exemption for qualifying industrial properties as permitted by Iowa Code, Chapter 427B.

Sec. 10-2. Definitions.

For use in this chapter the following terms are defined as follows:

“Distribution center” means a building or structure used primarily for the storage of goods which are intended for subsequent shipment to retail outlets. “Distribution center” does not mean a building or structure used primarily to store raw agricultural products, used primarily by a manufacturer to store goods to be used in the manufacturing process, used primarily for the storage of petroleum products, or used for the retail sale of goods.

New construction means new buildings and structures and includes new buildings and structures which are constructed as additions to existing buildings and structures. “New construction” does not include reconstruction of an existing building or structure which does not constitute complete replacement of an existing building or structure or refitting of an existing building or structure, unless the reconstruction of an existing building or structure is required due to economic obsolescence and the reconstruction is necessary to implement recognized industry standards for the manufacturing and processing of specific products and the reconstruction is required for the owner of the building or structure to continue to competitively manufacture or process those products which determination shall receive prior approval from the city council.

New machinery and equipment means the exemption shall also apply to new machinery and equipment assessed as real estate pursuant to section 427A.1, subsection (1), paragraph (e) of the Code of Iowa, and not treated as exempt, unless the machinery or equipment is part of the normal replacement or operating process to maintain or expand the existing operational status.

“Research-service facilities” means a building or group of buildings devoted primarily to research and development activities, including but not limited to the design and production or manufacture of prototype products for experimental use, and corporate-research services which do not have a primary purpose of providing on-site services to the public.

“Warehouse” means a building or structure used as a public warehouse for the storage of goods pursuant to chapter 554, article 7, except that it does not mean a building or structure used primarily to store raw agricultural products or from which goods are sold at retail.

Sec. 10-3. Partial exemption.

A partial exemption from property taxation of the actual value added to industrial real estate by the new construction of industrial real estate, research-service facilities, warehouses, distribution centers and the acquisition of or improvement to machinery and equipment assessed as real estate pursuant to section 427A.1, subsection 1, paragraph “e”. The exemption shall also apply to new machinery and equipment assessed as real estate pursuant to section 427A.1, subsection 1, paragraph “e”, unless the machinery or equipment is part of the normal replacement or operating process to maintain or expand the existing operational status.

Sec. 10-4. Amount of exemption.

The actual value added to industrial real estate for the reasons specified in Section 10-3 herein, is eligible to receive a partial exemption from taxation for a period of five years. “Actual value added” as used in this chapter means the actual value added as of the first year for which the exemption is received, except that the actual value added by improvements to machinery and equipment means the actual value as determined by the assessor as of January first of each year for which the exemption is received. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

1. For the first year, 75 percent;
2. For the second year, 60 percent;
3. For the third year, 45 percent;
4. For the fourth year, 30 percent;
5. For the fifth year, 15 percent.

However, the granting of the exemption under this section for new construction constituting complete replacement of an existing building or structure shall not result in the assessed value of the industrial real estate being reduced below the assessed value of the industrial real estate before the start of new construction added.

Sec. 10-5. Applications and proposals.

1. An application shall be filed for each project resulting in actual value added for which an exemption is claimed. The application for exemption shall be filed by the owner of the property with the local assessor by February 1 of the assessment year in which the value added is first assessed for taxation. Applications for exemption shall be made on forms prescribed by the Iowa Director of Revenue and shall contain

information pertaining to the nature of the improvement, its cost, and other information deemed necessary by the Iowa Director of Revenue.

2. A person may submit a written proposal to the city council to receive prior approval for eligibility for a tax exemption on new construction. The city council, by ordinance, may give its prior approval of a tax exemption for new construction if the new construction is in conformance with the zoning plans for the city. The prior approval shall also be subject to the hearing requirements of chapter 427B of the Iowa Code. Such prior approval shall not entitle the owner to exemption from taxation until the new construction has been completed and found to be qualified real estate. However, if the tax exemption for new construction is not approved, the person may submit an amended proposal to the city council to approve or reject.

Sec. 10-6. Repeal.

When, in the opinion of the city council, the exemption granted by this chapter ceases to be a benefit to this city, the city council may repeal this chapter.

Sec. 10-7. Limitation on tax exemption.

A property tax exemption under this chapter shall not be granted if the property for which the exemption is claimed has received any other property tax exemption authorized by law.

Section 2. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This Ordinance Shall become effective upon its passage.

First reading –	July 28, 2025
Second reading –	August 11, 2025
Third reading –	August 25, 2025

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 28th day of July, 2025.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded August 26, 2025

Second Reading on August 11, 2025.

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
Weber				
Cantrell				
Lenz				
Payne				
Seeders				
Ricchio				

First Reading on July 28, 2025:

It was moved by Weber and seconded by Lenz that the Ordinance as read be adopted, and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
Weber	x			
Cantrell	x			
Lenz	x			
Payne	x			
Seeders	x			
Ricchio	x			

Third Reading August 25, 2025.

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
Weber				
Cantrell				
Lenz				
Payne				
Seeders				
Ricchio				

RESOLUTION NO. _____-2025

RESOLUTION APPROVING THE CITY OF OELWEIN TO SERVE AS THE PRIMARY APPLICANT IN A JOINT GRANT APPLICATION WITH THE CITY OF INDEPENDENCE UNDER FEMA'S HAZARD MITIGATION GRANT PROGRAM (HMGP) AND PROVIDE THE LOCAL MATCH OF \$32,104.15.

WHEREAS, the City of Oelwein, Fayette County and the City of Independence, Buchanan County; are partnering on a Regional Outdoor Warning Siren Project with the City of Oelwein as the listed applicant; and

WHEREAS, the City of Oelwein, County of Fayette, has made application through the Iowa Department of Homeland Security and Emergency Management (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the Hazard Mitigation Assistance Program, in the amount of \$609,056.10 for the total project cost; and

WHEREAS, the Subrecipient recognizes the fact that this grant is based on a cost share basis with the federal share not exceeding 75%, the state share not exceeding 10%, and the local share being a minimum of 15% of the total project cost. The minimum 15% local share can be either cash or in-kind match; and

THEREFORE, the Subrecipient agrees to provide and make available up to \$32,104.15 of local monies to be used to meet the minimum local match requirement for this mitigation grant application and serve as a primary applicant in a in a joint grant application with the City of Independence under FEMA's Hazard Mitigation Grant Program (HMGP).

Passed and approved this 11th day of August, 2025.

Brett DeVore, Mayor

Attest:

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

AYES NAYS ABSENT ABSTAIN

Ricchio

Weber

Lenz

Cantrell

Seeders

Payne

Dylan Mulfinger, City Administrator

August 12th, 2025



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

FROM: Jeremy P. Logan, Chief of Police

DATE: August 4, 2025

TO: City Administrator Dylan Mulfinger - Mayor Brett DeVore - Oelwein City Council Members

SUBJECT: Regional Outdoor Warning Siren Project

The City of Oelwein is serving as the primary applicant in a joint grant application with the City of Independence under FEMA's Hazard Mitigation Grant Program (HMGP). This regional project seeks funding to modernize and enhance outdoor warning siren systems in both communities.

If awarded, the grant will:

- Fully replace Oelwein's existing outdoor warning sirens.
- Replace and expand the siren network in Independence.
- Network the two systems, allowing for activation either jointly or independently.
- Provide redundant backup activation capabilities between the communities.
- Include automated activation capability triggered by National Weather Service alerts—operating 24/7 without manual input.

Both Oelwein's and Independence's current siren systems are more than 25 years old and lack modern interoperability, redundancy, and automation features. The total project cost submitted in the application is \$609,056.10. FEMA funding requires a local match from the participating jurisdictions. Based on preliminary estimates:

- Oelwein's required match is \$32,104.15.
- These figures may adjust once the competitive bidding process is complete.
- There is potential to offset a portion of the local match through in-kind contributions, such as city labor or resources.

This regional partnership strengthens both communities' emergency preparedness and enhances public safety through a modern, reliable, and integrated warning system.

I recommend the City Council support the required resolution indicating Oelwein's commitment to providing the necessary matching funds should the grant be awarded.

RESOLUTION NO. _____ - 2025

RESOLUTION APPROVING SALE OF CITY OWNED REAL PROPERTY LOCATED AT
27 S. FREDERICK AVE., & APPROVING DEVELOPMENT AGREEMENT AND REVERSION AGREEMENT RELATED
THERETO

WHEREAS, the City of Oelwein, Iowa owns the following described real estate:

LOT 17 (EXCEPT THE SOUTH 44 INCHES OF THE WEST 70 FEET THEREOF), BLOCK 1, OELWEIN,
FAYETTE COUNTY, IOWA

WHEREAS, by Resolution No. 5779-2025 the Council scheduled a Public Hearing on the proposed sale of the above-described property for August 11, 2025 at 6:00 p.m., during the regular City Council meeting to be held in the City Council Chambers, Oelwein City Hall, 20 2nd Ave. SW, Oelwein, Iowa, and

WHEREAS, notice of the Public Hearing was published in the Oelwein Daily Register, consistent with the requirements of §364.7 and §362.3 of the Iowa Code, and

WHEREAS, the Mayor opened the Public Hearing, accepted public comment, received and considered any written comments received in advance of the Public Hearing, and upon the conclusion of the receipt of comments closed the public hearing, and

WHEREAS, the City Council discussed the proposed sale of said real estate and found that the City did not have a continuing use for the above-described property, that the property did not otherwise serve a public purpose, the value of the property and proposed use by the buyers, and that the sale of said property to Paul A. Schemmel and Sharon M. Schemmel for the sum of \$1.00, subject to the terms of a Development Agreement and Reversion Agreement, copies of same being appended hereto, and by this reference incorporated as if set forth fully verbatim herein, was appropriate and in the best interest of the City.

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

- Section 1. The property described herein shall be transferred to Paul A. Schemmel and Sharon M. Schemmel for the sum of \$1.00.
- Section 2. The property is being sold as is.
- Section 3. The property shall be transferred by Quit Claim Deed with no abstract provided.
- Section 4. The Development Agreement and Reversion Agreement are hereby approved.
- Section 5. The property transfer is subject to and contingent upon buyers' execution and approval of the proposed Development Agreement and Reversion Agreement.
- Section 4. The Quit Claim Deed, Clerk's Affidavit, Reversion Agreement, and Development Agreement, or Memorandum of Development Agreement, shall be recorded at the expense of the City.
- Section 5. The Mayor shall be authorized to execute all documents associated with this transaction.
- Section 6. This resolution shall be in effect upon its passage and approval as provided by law.

PASSED AND APPROVED this 11th day of August 2025.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded August 12, 2025

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

AYES NAYS ABSENT ABSTAIN

Ricchio

Weber

Lenz

Cantrell

Seeders

Payne

Preparer/Return To: Douglas D. Herman, Lynch Dallas, P.C., P.O. Box 2457, 316 2nd Street SE, Suite 124, Cedar Rapids, IA 52406; Phone: 319-365-9101
Taxpayer: Paul and Sharon Schemmel, 25 S. Frederick Ave., Oelwein, IA 50662

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, **CITY OF OELWEIN, IOWA**, an Iowa municipal corporation, does hereby Quit Claim to **PAUL A. SCHEMMEL** and **SHARON M. SCHEMMEL**, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, all of its right, title, interest, estate, claim and demand, in the following described real estate in Fayette County, Iowa:

**LOT 17 (EXCEPT THE SOUTH 44 INCHES OF THE WEST 70 FEET THEREOF),
 BLOCK 1, OELWEIN, FAYETTE COUNTY, IOWA**

together with all easements and servient estates appurtenant thereto, and subject to covenants, easements and restrictions of record.

This Deed represents a transfer by a public official in the performance of the public officials' official duties and therefore this transfer is exempt from real estate transfer tax and declaration of value requirements pursuant to Iowa Code Section 428A.2(19) and exempt from Groundwater Hazard Statement requirements pursuant to Iowa Code Section 558.69(1).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: August 11, 2025.

CITY OF OELWEIN, IOWA,

By: _____
 Brett DeVore, Mayor

Attest: _____
 Barbara Rigdon, City Clerk

STATE OF IOWA)
)§
 COUNTY OF FAYETTE)

This instrument was acknowledged before me on the 11th day of August, 2025, by **Brett DeVore**, in his capacity as Mayor of the City of Oelwein, Iowa known to me to be the identical person named herein, who swore and affirmed that he executed the above and foregoing deed with the authority and at the direction of the City Council as an expression of both his and the City's voluntary act and deed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
)§
 COUNTY OF FAYETTE)

This instrument was acknowledged before me on the 11th day of August, 2025, by **Barbara Rigdon**, in her capacity as City Clerk for City of Oelwein, Iowa known to me to be the identical person named herein, who swore and affirmed that she executed the above and foregoing deed with the authority and at the direction of the City Council as an expression of both her and the City's voluntary act and deed.

Notary Public in and for the State of Iowa

CLOSING STATEMENT
Real Estate

SELLER: City of Oelwein, Iowa

BUYERS: Paul A. Schemmel and Sharon M. Schemmel

DATE: _____, 2025

DESCRIPTION OF PROPERTY:

**LOT 17 (EXCEPT THE SOUTH 44 INCHES OF THE WEST 70 FEET THEREOF),
BLOCK 1, OELWEIN, FAYETTE COUNTY, IOWA**

Parcel No. 1821401009

Purchase Price (Real Estate) \$1.00

Seller's Expenses (POC)

Buyers' Expenses (POC)

Total Amount Due from Buyer(s) to Seller: \$1.00

1. Buyer(s) to deliver payment to Seller in the amount of \$1.00.
2. Buyers authorize Lynch Dallas, P.C. to record copy of signed Quit Claim Deed and other relevant documents with Fayette County Recorder. (Seller/City to pay recording fees.)

The undersigned hereby acknowledge their acceptance of the terms contained in this Closing Statement (Real Estate).

BUYERS:

SELLER:
CITY OF OELWEIN, IOWA,

By: _____
Paul A. Schemmel

By: _____
Brett DeVore, Mayor

By: _____
Sharon M. Schemmel

DEVELOPMENT AGREEMENT
27 S. Frederick Ave., Oelwein, Iowa
Approved by Resolution _____-2025

COMES NOW, the City of Oelwein, Iowa ("City") and Paul A. Schemmel and Sharon M. Schemmel. ("Developer"), City and Developer hereinafter referred to as "Parties", on this 28th day of July, 2025 ("Effective Date") and do hereby agree to the following terms and provisions related to the sale of 27 South Frederick Ave. ("Property") by City to Developer.

WHEREAS, during the summer of 2025 the City of Oelwein demolished the building located at the Property, leaving a vacant lot between two structures located on adjacent lots, 25 and 29 S. Frederick Avenue, 25 S. Frederick being owned by Developer, and

WHEREAS, City desires to sell Property to Developer and Developer desires to purchase Property from City, for purposes of the expansion of Developer's building and business located at 25 S. Frederick.

NOW, THEREFORE, In furtherance of the above and foregoing, City and Developer hereby agree to the following terms and provisions:

1. City Obligations

- a. Sell and transfer Property to Developer in return for the payment of \$1.00, and agreement by Developer to the terms of this Agreement.
- b. To provide an updated Abstract of Title to the Property for review by Developer legal counsel.
- c. To prepare and provide transfer documents and Right of Reversion Agreement with Limited Power of Attorney for review and approval by Developer.

2. Developer Obligations

- a. Developer shall provide a financing commitment form Developers' lender, confirming availability of funds or financing of an adequate amount to perform as required herein.
- b. Developer shall submit to the City a signed agreement with a contractor to perform agreed upon project improvements as generally set forth and described within the "Proposal for Condemned Property – 27 S. Frederick Ave. – Oelwein – IA" ("Improvements") submitted by Developer, and appended hereto, estimated cost of improvements, and at timeline associated therewith.
- c. Developer agrees to the construction/installation of Improvements on the Property:
 - i. Installation of a temporary fence or wall immediately adjacent to the sidewalk to the west of the Property during construction and prior to construction of proposed wall, per proposed Improvements.
 - ii. Construction of Improvements on Property, substantially consistent with the proposal received by City from Developer "Improvements",

- iii. Surveying of the Property and 25 S. Frederick, so that same are combined into one taxable parcel.
- d. Improvements shall commence within six (6) months of the Effective Date of this Agreement and be completed within twenty-four (24) months of the Effective date.
- e. Developer agrees to execute and deliver the Right of Reversion Agreement with Limited Power of Attorney to the City at or before transfer of Property by City to Developer. (The Right of Reversion Agreement shall be appended hereto, and is, by this reference, incorporated in this Agreement as if same had been set forth fully verbatim herein.)

3. Assurances:

- a. The Parties hereby represent and warrant to one another, that to the best of their knowledge:
 - i. The Parties have each obtained all necessary approvals and consents for their execution, delivery and performance of this Agreement and each has full power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement, upon execution and delivery by the Parties is a valid and legally binding contract, as of and after the Effective Date, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or effecting creditor's rights generally.
 - ii. The Parties agree to exercise their best efforts to cooperate with one another in the development process as specifically provided for herein.
 - iii. The Parties agree to exercise their best efforts to resolve any disputes mutually and reasonably between them that may arise during the development process in a reasonable and prompt fashion.
 - iv. The Parties acknowledge that the City has communicated to Developer, that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing, and Developer has communicated to City that Developer is not a corporation, limited liability company, other entity, that the Developer is the persons signing this agreement, and that they have full authority to execute and agree to the terms hereof.
 - v. The Parties acknowledge that there are no actions, suits or proceedings pending or threatened against or affecting them, in any court or before any arbitrator or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially affect the financial position or operations of either Party or which affects the validity of this

Agreement or either Party's ability to perform its obligations under this Agreement.

4. General Terms and Provision.

- a. "Notices and Demands" Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by regular or certified mail, postage prepaid, addressed as follows:

If to Developer: Paul A. Schemmel and Sharon M. Schemmel
25 South Frederick
Oelwein, Iowa 50662

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

or at such other address with respect to either party as that party may, from time to time designate in writing and provide to the other party.

- b. "Binding Effect" This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.
- c. "Execution By Scanning or Electronic Signature" The parties agree that this Agreement may be transmitted between them by scanning or electronic signature. The parties intend that the scanned or electronic signatures constitute original signatures and that such scanned or electronically signed Agreement containing the signatures (original, scanned, or e-signed) of all the parties is binding on the parties.
- d. "Maintenance of Insurance" Developer shall maintain the Property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Property. Developer shall pay for and maintain insurance in an amount not less than the full insurable value of the project property.
- e. "Responsibilities" Subject to the terms of this Agreement, Developer will be solely responsible for completing all work on the Project. Neither party will be considered an agent of the other for purposes of this Project, and each will hold harmless and indemnify the other for any damages suffered by any person or entity as a result of its own or its agents' acts or failures to act in performance of its obligations under this Agreement.
- f. "Assignment of Agreement" The Parties may not assign, transfer or convey in whole or in part this Agreement, without the consent of each Party. Consent shall not be unreasonably withheld.

- g. "Amendments" No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Parties.
- h. "Entire Agreement" This Agreement contains the entire understanding between the City and the Developer with respect to the Project.
- i. "Laws Ordinances and Regulations" Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.
- j. "Governing Law / Jurisdiction" This Agreement shall be governed by Iowa law with jurisdiction in the Fayette County District Court.
- k. "Building Permits" Developer agrees to apply for, obtain, and otherwise follow all laws and regulations related to the issuance of necessary Permits for the Project.
- l. "Non-Discrimination" In carrying out the Project, Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age or disability. Developer further agrees to not discriminate upon the basis of race, religion, color, sex, sexual orientation, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).
- m. "Conflict of Interest" Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.
- n. "Construction" Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement. This Agreement shall be considered to have been jointly drafted by the Parties.

- o. "Captions" The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement
 - p. "Severability" If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.
 - q. "Acknowledgement" The Parties, by signing this Agreement, acknowledge having carefully read the same, having had an opportunity to consult with counsel concerning the legal effect of this Agreement and its various terms and conditions, and have signed the Agreement voluntarily and without duress or coercion.
5. Events of Default and Remedies.
- a. Events of Default Defined" The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:
 - i. Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Real Estate owned by Developer.
 - ii. Failure by Developer to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.
 - b. "Remedies on Default by Developer" Whenever any Event of Default referred to herein occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within thirty (30) days following such notice, or if the Event of Default cannot be cured within thirty (30) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:
 - i. City may suspend its performance under this Agreement until it receives assurances from the Developer deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;
 - ii. City may cancel and rescind this Agreement;
 - iii. City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.
 - iv. City may exercise its rights of reversion under the Reversion Agreement separately signed by the Parties and filed with the Fayette County Recorder.

- c. "No Remedy Exclusive" No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Should the City have to take legal action to collect any sums due from the Developer or the Guarantors, the Developer and the Guarantors shall be liable for City's legal expenses and costs.
- d. "No Implied Waiver" In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Administrator and Developer has caused this Agreement to be duly executed on or as of the first above written.

City of Oelwein, Iowa

By : _____
Brett DeVore, Mayor

By : _____
Dylan Mulfinger, City Administrator

Developer

Paul A. Schemmel

Sharon M. Schemmel

State of Iowa)
)§
County of Fayette)

Subscribed and sworn to me, the undersigned Notary Public, in and for the State of Iowa, by Paul A. Schemmel and Sharon M. Schemmel, known to me to be the identical persons named herein, who swore and affirmed that they executed same as an expression of their voluntary act and deed.

Notary Public, State of Iowa

Prepared by:	Douglas D. Herman Lynch Dallas, PC PO Box 2457 Cedar Rapids, Iowa 52406-2457 Telephone: 319-365-9101 Facsimile: 319-365-9512	Taxpayer/Return Address: Paul and Sharon Schemmel 25 S. Frederick Oelwein, IA 50662
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REAL ESTATE REVERSION AGREEMENT

For good and valuable consideration as more fully described below, the CITY OF OELWEIN IOWA, an Iowa Municipal Corporation, hereinafter referred to as “City”, and PAUL A. SCHEMMEL AND SHARON M. SCHEMMEL, hereinafter referred to as “Grantor”, with City and Grantor being hereinafter collectively referred to as the “Parties”, and do hereby agree to the following terms and provisions related to the following real estate, locally known as 27 S. Frederick Ave., Oelwein, Iowa 50662, Parcel No. 1821401009, and legally described as follows:

**LOT 17 (EXCEPT THE SOUTH 44 INCHES OF THE WEST 70 FEET THEREOF),
BLOCK 1, OELWEIN, FAYETTE COUNTY, IOWA**

Hereinafter referred to as the “Property”.

WHEREAS, City and Developer have agreed upon terms and provisions related to the sale of Property to Grantor, and

WHEREAS, after a Public Hearing held on August 11, 2025, the Council approved Resolution No. 5779-2025, approving the sale of the Property to Grantor, subject to the execution of a Development Agreement (“Development Agreement”) and this Reversion Agreement, a signed copy of the Development Agreement to be appended hereto and by this reference, incorporated herein as if same had been set forth fully verbatim herein.

WHEREAS, City’s agreement to sell the property to Grantor was tied to the execution and approval of a Reversion Agreement, therefore the sale of the property to Grantor is consideration for this agreement, and

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE AND FOREGOING,
the Parties agree as follows.

1. **RIGHT OF REVERSION.** Notwithstanding anything herein to the contrary, and as consideration for the transfer by City to Grantor of Property, Grantor agrees to comply with all terms of the Development Agreement, with the understanding and agreement that Grantor failure to do so may result in Reversion to the City of the Property in accordance with the Paragraph 2 of this Agreement, set forth below.
2. **EXERCISE OF REVERSION RIGHTS.** In the event Grantor fails to perform as agreed, the City may exercise its' right of reversion as follows:
 - a. To exercise the City's right of reversion the City shall issue Buyers a written notice to cure ("Cure Notice") providing Buyers thirty (30) days to come into compliance. Should Buyers fail to comply with City's written Cure Notice, or request a hearing to contest the Cure Notice, Buyers agrees to execute and deliver to City, within thirty (30) days of the expiration of Buyers cure period, a Quit Claim Deed and any other documents necessary to convey title to the Property to City. Buyers further agree to take all reasonable steps to ensure City acquires marketable title to the Property, including without limitation satisfying any lien, mortgage, or other similar debt obligation encumbering the Property. Buyers acknowledge and understand the exercise of City's right of reversion shall entitle City to ownership of the Property, as improved by Buyers, including all improvements and betterments including fixtures attached to the Property with no remuneration to Buyers.
 - b. Buyers further agree, that should they fail to satisfy the defaults identified in the Cure Notice and further fail to transfer Property to City as required by Paragraph 2(a) above, that the City may execute and deliver to itself a Deed, executing the Deed as the Grantor by virtue of authority granted by Buyers to the City by way of the "Limited Power of Attorney" for said purpose, attached hereto as Exhibit A.
 - c. City reserves the right to enforce the terms of this Agreement, including the right of reversion, by instituting a legal action for specific performance and/or to quiet title in City. City shall be entitled to compensation for attorney fees and court costs in such an action.
 - d. City's reversionary rights with respect to the Property shall terminate and be of no further force and effect upon the completion of the agreed upon improvements by Grantor and Grantor's receipt of an Occupancy Permit from City.
 - e. Any transfer/sale of the property by Grantor to any other person or entity must be approved by the City in advance of said transfer/sale. The terms and provisions of this Reversion Agreement will apply to any such transfer with any

amendments hereto being subject to City Council approval, to be granted or denied in their sole discretion.

- f. This agreement will be recorded at City expense with the County Recorder. Upon satisfaction of the terms hereof, the City will file a Satisfaction of Reversion Agreement with the County Recorder acknowledging that the terms of the Reversion Agreement have been met and are no longer applicable to the Property.
3. **PROHIBITION ON SALE.** BUYER shall not sell the property to a third-party until BUYER has received from SELLER a signed release of SELLER'S reversion rights and said release has been recorded with the Fayette County Recorder, or SELLER has otherwise agreed, in writing, to the proposed sale, said agreement to also be recorded with the Fayette County Recorder.
4. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.
5. **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. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by City and Grantor. 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. If any provision hereof is found to be illegal or otherwise unenforceable, it shall be severed from the Agreement with the balance of the Agreement terms to remain in full force and effect unless the severed term or provision renders the Agreement unenforceable, in which case the term(s) considered for severance shall be modified in such a way to make said term(s) legal and enforceable, and the Agreement shall thereafter continue in full force and effect subject to said modified term(s).
6. **APPROVAL BY CITY COUNCIL.** This Agreement shall be expressly contingent upon approval of the City of Oelwein City Council.
7. **EXECUTION.** When and if executed by both City and Grantor, this Agreement shall become a binding contract.

GRANTOR
MENTE CONSTRUCTION, CO.

CITY
CITY OF OELWEIN, IOWA,
 an Iowa Municipal Corporation

Dated this _____ day of _____ 2025.

Dated this 11th day of August 2025.

By: _____
 Paul A. Schemmel

By: _____
 Brett DeVore, Mayor

 Sharon M. Schemmel

Attest:

 Dylan Mulfinger, City Administrator

Address: Paul and Sharon Schemmel
 25 S. Frederick
 Oelwein, IA 50662

Address: City Hall
 20 2nd Ave. SW
 Oelwein, Iowa 50662

State of Iowa)
)§
 County of Fayette)

On this ____ day of _____, 2025, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Paul A. Schemmel and Sharon M. Schemmel, known to me to be the identical persons named herein, who swore and affirmed that they executed the above and foregoing voluntarily, as an expression of their voluntary act and deed.

 Notary Public, State of Iowa

State of Iowa)
)§
 County of Fayette)

On this 11th day of August, 2025, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Brett DeVore and Dylan Mulfinger, in their respective capacities as Mayor and City Administrator for the City of Oelwein, Iowa, known to me to be the identical persons named herein, who swore and affirmed that they executed the above and foregoing voluntarily, as an expression of their voluntary act and deed, at the direction and with the authority of the Oelwein City Council.

 Notary Public, State of Iowa

Exhibit A



IOWA STATUTORY POWER OF ATTORNEY LIMITED

1. LIMITED POWER OF ATTORNEY

This power of attorney authorizes your agent, the City of Oelwein, Iowa, (“Agent”) to make decision(s) concerning the transfer of Real Estate, located at 27 S. Frederick Ave., Oelwein, Iowa, owned by you, to the City of Oelwein, Iowa if it is determined by your Agent that you have not met your responsibilities and obligations as set forth within the Real Estate Reversion Agreement to which this Limited Power of Attorney is attached as Exhibit A.

The only power granted your Agent herein is the right, power, and ability to transfer the following described property to itself, the City of Oelwein, Iowa, after following Cure Notice provisions of the Real Estate Reversion Agreement.

Property locally known as 27 S. Frederick Ave., Oelwein, Iowa 50662, Parcel No. 1821401009, and legally described as follows:

**LOT 17 (EXCEPT THE SOUTH 44 INCHES OF THE WEST 70 FEET THEREOF),
BLOCK 1, OELWEIN, FAYETTE COUNTY, IOWA**

1. Your Agent will be permitted to transfer the above-described property whether or not you are able to act for yourself.
2. This power of attorney does not authorize the Agent to do anything else, financially or otherwise, on your behalf
3. This power of attorney does not authorize the Agent to make health care decisions for you.
4. This power of attorney shall continue in effect until such time that the City of Oelwein, Iowa either files a Satisfaction of the Reversion Agreement or transfers the Property to itself under and consistent with the powers granted herein.
5. Your Agent is not entitled to compensation.
6. This form provides for designation of one Agent. (Subject to successor Mayor language noted below.)
7. This power of attorney becomes effective immediately upon signature and acknowledgment.
8. If you have questions about this power of attorney or the authority you are granting your Agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT

The undersigned, name the following City of Oelwein Official as agent:

Name of Agent: Brett DeVore, Mayor of the City of Oelwein, Iowa or successor Mayor if this Limited Power of Attorney remains in effect after the conclusion of Mayor DeVore's term, or any successive term as Mayor.

Agent's Address: Oelwein City Hall, 2nd Ave. SW, Oelwein, IA 50662

Agent's Telephone Number: (319) 283-5440

GRANT OF SPECIFIC AUTHORITY

The agent shall only be authorized to perform the following specific act for me.

_____. (Initial) The only power granted by this Limited Power of Attorney is the power to transfer the property described above to the City of Oelwein, Iowa, only after determining that the Corporation (Buyer of the above-described property) has not complied with the Real Estate Reversion agreement after receiving appropriate Cure Notice, opportunity to appeal said notice, and opportunity to cure as provided therein.

EFFECTIVE DATE

This Limited Power of Attorney is effective immediately upon signature and acknowledgment. The undersigned, as principals, hereby agree to not revoke this Limited Power of Attorney at any time, agreeing that same will remain in full force and effect until such time that the Corporation has met its obligations under the Real Estate Reversion Agreement and the City of Oelwein has either filed a Satisfaction of the Reversion Agreement or exercised its' rights as Agent hereunder, after which the City will agree to the revocation of this limited Power of Attorney.

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including our Agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

Signed and dated this ____ day of _____, 2025.

Paul A. Schemmel

Sharon M. Schemmel

State of Iowa)
)§
County of Fayette)

Subscribed and sworn to me, the undersigned Notary Public, in and for the State of Iowa, by Paul A. Schemmel and Sharon M. Schemmel, known to me to be the identical persons named herein, who swore and affirmed that they executed same as an expression of their voluntary act and deed.

Notary Public, State of Iowa

AGENT'S DUTIES

When you accept the authority granted under this power of attorney, a special legal relationship is created between the principal and you. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must do all of the following:

Do what you know the principal reasonably expects you to do as described within the Limited Power of Attorney.

Act in good faith.

Do nothing beyond the authority granted in this power of attorney.

Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as agent.

Unless the Special Instructions in this power of attorney state otherwise, you must also do all of the following:

Act loyally for the principal's benefit.

Avoid conflicts that would impair your ability to act in the principal's best interest. Act with care, competence, and diligence.

Keep a record of all receipts, disbursements, and transactions made on behalf of the principal.

Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest.

Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

TERMINATION OF AGENT'S AUTHORITY

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include any of the following:

Death of the principal.

The principal's revocation of the power of attorney or your authority.

The occurrence of a termination event stated in the power of attorney.

The purpose of the power of attorney is fully accomplished.

If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

LIABILITY OF AGENT

The meaning of the authority granted to you is defined in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B. If you violate the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B, or act outside the authority granted, you may be liable for any damages caused by your violation. If there is anything about this document or your duties that you do not understand, you should seek legal advice.

RESOLUTION NO. _____ - 2025

RESOLUTION APPROVING SALE OF CITY OWNED REAL PROPERTY LOCATED AT
613 2nd AVENUE SW

WHEREAS, the City of Oelwein, Iowa owns the following described real estate:

LOT 24, BLOCK 2, STICKNEY'S ADDITION TO OELWEIN, AND THE VACATED ALLEY ADJOINING SAID LOT 24 DESCRIBED AS FOLLOWS: A STRIP OF LAND 10 FEET IN WIDTH BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 24, RUNNING THENCE SOUTH 50 FEET ALONG THE EAST LINE OF SAID LOT TO THE SOUTHEAST CORNER OF SAID LOT, THENCE EAST 10 FEET, THENCE NORTH 50 FEET PARALLEL TO THE EAST LINE OF SAID LOT, THENCE WEST 10 FEET TO THE PLACE OF BEGINNING, ALL IN THE CITY OF OELWEIN, FAYETTE COUNTY, IOWA

WHEREAS, by Resolution No. 5782-2025 the Council scheduled a Public Hearing on the proposed sale of the above-described property for August 11, 2025 at 6:00 p.m., during the regular City Council meeting to be held in the City Council Chambers, Oelwein City Hall, 20 2nd Ave. SW, Oelwein, Iowa, and

WHEREAS, notice of the Public Hearing was published in the Oelwein Daily Register, consistent with the requirements of §364.7 and §362.3 of the Iowa Code, and

WHEREAS, the Mayor opened the Public Hearing, accepted public comment, received and considered any written comments received in advance of the Public Hearing, and upon the conclusion of the receipt of comments closed the public hearing, and

WHEREAS, the City Council discussed the proposed sale of said real estate and found that the City did not have a continuing use for the above-described property, that the property did not otherwise serve a public purpose, and that the sale of said property would, therefore, be in the best interest of the City, and

WHEREAS, the City Council also discussed the value of the real estate, the value to the community of the potential uses for the property, and in consideration of the above and foregoing, determined it to be appropriate and in the best interests of the City to approve the sale of said property to Travis Woodward for the sum of \$100.00.

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

- Section 1. The property described herein shall be transferred to Travis Woodward for the sum of \$100.00.
- Section 2. The property is being sold as is.
- Section 3. The property shall be transferred by Quit Claim Deed with no abstract to be provided.
- Section 4. The Quit Claim Deed, and related Clerk's Affidavit, shall be recorded at the expense of the City.
- Section 5. The Mayor shall be authorized to execute the QCD, and any other documents related to the approved transfer of this property as set forth above.
- Section 6. This resolution shall be in effect upon its passage and approval as provided by law.

PASSED AND APPROVED this 11th day of August 2025.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

Ricchio

Weber

Lenz

Cantrell

Seeders

Payne

Attest:

Dylan Mulfinger, City Administrator

Recorded August 12, 2025

Preparer/Return To: Douglas D. Herman, Lynch Dallas, P.C., P.O. Box 2457, 316 2nd Street SE, Suite 124, Cedar Rapids, IA 52406; Phone: 319-365-9101

Taxpayer: Travis Woodward, 621 2nd Avenue SW, Oelwein, IA 50662

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, **CITY OF OELWEIN, IOWA**, an Iowa municipal corporation, does hereby Quit Claim to **TRAVIS WOODWARD**, a single person, all of its right, title, interest, estate, claim and demand, in the following described real estate in Fayette County, Iowa:

LOT 24, BLOCK 2, STICKNEY'S ADDITION TO OELWEIN, AND THE VACATED ALLEY ADJOINING SAID LOT 24 DESCRIBED AS FOLLOWS: A STRIP OF LAND 10 FEET IN WIDTH BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 24, RUNNING THENCE SOUTH 50 FEET ALONG THE EAST LINE OF SAID LOT TO THE SOUTHEAST CORNER OF SAID LOT, THENCE EAST 10 FEET, THENCE NORTH 50 FEET PARALLEL TO THE EAST LINE OF SAID LOT, THENCE WEST 10 FEET TO THE PLACE OF BEGINNING, ALL IN THE CITY OF OELWEIN, FAYETTE COUNTY, IOWA

together with all easements and servient estates appurtenant thereto, and subject to covenants, easements and restrictions of record.

This Deed represents a transfer by a public official in the performance of the public officials' official duties and therefore this transfer is exempt from real estate transfer tax and declaration of value requirements pursuant to Iowa Code Section 428A.2(19) and exempt from Groundwater Hazard Statement requirements pursuant to Iowa Code Section 558.69(1).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: August 11, 2025.

CITY OF OELWEIN, IOWA,

By: _____
Brett DeVore, Mayor

Attest: _____
Barbara Rigdon, City Clerk

STATE OF IOWA)
)§
COUNTY OF FAYETTE)

This instrument was acknowledged before me on the 11th day of August, 2025, by **Brett DeVore**, in his capacity as Mayor of the City of Oelwein, Iowa known to me to be the identical person named herein, who swore and affirmed that he executed the above and foregoing deed with the authority and at the direction of the City Council as an expression of both his and the City's voluntary act and deed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
)§
COUNTY OF FAYETTE)

This instrument was acknowledged before me on the 11th day of August, 2025, by **Barbara Rigdon**, in her capacity as City Clerk for City of Oelwein, Iowa known to me to be the identical person named herein, who swore and affirmed that she executed the above and foregoing deed with the authority and at the direction of the City Council as an expression of both her and the City's voluntary act and deed.

Notary Public in and for the State of Iowa

CLOSING STATEMENT
Real Estate

SELLER: City of Oelwein, Iowa

BUYER: Travis Woodward

DATE: _____, 2025

DESCRIPTION OF PROPERTY:

LOT 24, BLOCK 2, STICKNEY'S ADDITION TO OELWEIN, AND THE VACATED ALLEY ADJOINING SAID LOT 24 DESCRIBED AS FOLLOWS: A STRIP OF LAND 10 FEET IN WIDTH BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 24, RUNNING THENCE SOUTH 50 FEET ALONG THE EAST LINE OF SAID LOT TO THE SOUTHEAST CORNER OF SAID LOT, THENCE EAST 10 FEET, THENCE NORTH 50 FEET PARALLEL TO THE EAST LINE OF SAID LOT, THENCE WEST 10 FEET TO THE PLACE OF BEGINNING, ALL IN THE CITY OF OELWEIN, FAYETTE COUNTY, IOWA

Parcel No. 1828129004

Purchase Price (Real Estate)	\$100.00
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Seller's Expenses	(POC)
Buyer's Expenses	(POC)

Total Amount Due from Buyer(s) to Seller:	<u>\$100.00</u>
--	------------------------

1. Buyer(s) to deliver a cashier's check or money order to Seller in the amount of \$100.00.
2. Buyers authorize Lynch Dallas, P.C. to record copy of signed Quit Claim Deed and other relevant documents with Fayette County Recorder. (Seller/City to pay recording fees.)

The undersigned hereby acknowledge their acceptance of the terms contained in this Closing Statement (Real Estate).

BUYER:

SELLER:

CITY OF OELWEIN, IOWA,

By: _____
Travis A. Woodward

By: _____
Brett DeVore, Mayor

RESOLUTION NO. _____ - 2025

RESOLUTION APPROVING SALE OF CITY OWNED REAL PROPERTY LOCATED AT
122 5th AVENUE SW

WHEREAS, the City of Oelwein, Iowa owns the following described real estate:

Lot 13, Block 3, Clarks Addition to Oelwein, Fayette County, Iowa

WHEREAS, by Resolution No. 5784-2025 the Council scheduled a Public Hearing on the proposed sale of the above-described property for August 11, 2025 at 6:00 p.m., during the regular City Council meeting to be held in the City Council Chambers, Oelwein City Hall, 20 2nd Ave. SW, Oelwein, Iowa, and

WHEREAS, notice of the Public Hearing was published in the Oelwein Daily Register, consistent with the requirements of §364.7 and §362.3 of the Iowa Code, and

WHEREAS, the Mayor opened the Public Hearing, accepted public comment, received and considered any written comments received in advance of the Public Hearing, and upon the conclusion of the receipt of comments closed the public hearing, and

WHEREAS, the City Council discussed the proposed sale of said real estate and found that the City did not have a continuing use for the above-described property, that the property did not otherwise serve a public purpose, and that the sale of said property would, therefore, be in the best interest of the City, and

WHEREAS, the City Council also discussed the value of the real estate, the value to the community of the potential uses for the property, and in consideration of the above and foregoing, determined it to be appropriate and in the best interests of the City to approve the sale of said property to Autumn E. Eiklenborg for the sum of \$100.00.

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

- Section 1. The property described herein shall be transferred to Autumn E. Eiklenborg for the sum of \$100.00.
- Section 2. The property is being sold as is.
- Section 3. The property shall be transferred by Quit Claim Deed with no abstract provided.
- Section 4. The Quit Claim Deed, and related Clerk's Affidavit, shall be recorded at the expense of the City.
- Section 5. The Mayor shall be authorized to execute the QCD, and any other documents related to the approved transfer of this property as set forth above.

Section 6. This resolution shall be in effect upon its passage and approval as provided by law.

PASSED AND APPROVED this 11th day of August 2025.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded August 12, 2025

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

AYES NAYS ABSENT ABSTAIN

Ricchio

Weber

Lenz

Cantrell

Seeders

Payne

Preparer/Return To: Douglas D. Herman, Lynch Dallas, P.C., P.O. Box 2457, 316 2nd Street SE, Suite 124, Cedar Rapids, IA 52406; Phone: 319-365-9101
Taxpayer: Autumn E. Eiklenborg, 130 5th Avenue SW, Oelwein, IA 50662

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, **CITY OF OELWEIN, IOWA**, an Iowa municipal corporation, does hereby Quit Claim to **AUTUMN E. EIKLENBORG**, a single person, all of its right, title, interest, estate, claim and demand, in the following described real estate in Fayette County, Iowa:

Lot 13, Block 3, Clarks Addition to Oelwein, Fayette County, Iowa

together with all easements and servient estates appurtenant thereto, and subject to covenants, easements and restrictions of record.

This Deed represents a transfer by a public official in the performance of the public officials' official duties and therefore this transfer is exempt from real estate transfer tax and declaration of value requirements pursuant to Iowa Code Section 428A.2(19) and exempt from Groundwater Hazard Statement requirements pursuant to Iowa Code Section 558.69(1).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: August 11, 2025.

CITY OF OELWEIN, IOWA,

By: _____
 Brett DeVore, Mayor

Attest: _____
 Barbara Rigdon, City Clerk

STATE OF IOWA)
)§
 COUNTY OF FAYETTE)

This instrument was acknowledged before me on the 11th day of August, 2025, by **Brett DeVore**, in his capacity as Mayor of the City of Oelwein, Iowa known to me to be the identical person named herein, who swore and affirmed that he executed the above and foregoing deed with the authority and at the direction of the City Council as an expression of both his and the City's voluntary act and deed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
)§
 COUNTY OF FAYETTE)

This instrument was acknowledged before me on the 11th day of August, 2025, by **Barbara Rigdon**, in her capacity as City Clerk for City of Oelwein, Iowa known to me to be the identical person named herein, who swore and affirmed that she executed the above and foregoing deed with the authority and at the direction of the City Council as an expression of both her and the City's voluntary act and deed.

Notary Public in and for the State of Iowa

CLOSING STATEMENT
Real Estate

SELLER: City of Oelwein, Iowa

BUYERS: Autumn E. Eiklenborg

DATE: _____, 2025

DESCRIPTION OF PROPERTY:

Lot 13, Block 3, Clarks Addition to Oelwein, Fayette County, Iowa

Parcel No. 1821303009

Purchase Price (Real Estate)	\$100.00
-------------------------------------	-----------------

Seller's Expenses	(POC)
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Buyer's Expenses	(POC)
------------------	-------

Total Amount Due from Buyer(s) to Seller:	<u>\$100.00</u>
--	------------------------

1. Buyer(s) to deliver a cashier's check or money order to Seller in the amount of \$100.00.
2. Buyers authorize Lynch Dallas, P.C. to record copy of signed Quit Claim Deed and other relevant documents with Fayette County Recorder. (Seller/City to pay recording fees.)

The undersigned hereby acknowledge their acceptance of the terms contained in this Closing Statement (Real Estate).

BUYER:

SELLER:

CITY OF OELWEIN, IOWA,

By: _____
Autumn E. Eiklenborg

By: _____
Brett DeVore, Mayor

RESOLUTION NO. _____ - 2025

RESOLUTION APPROVING SALE OF CITY OWNED REAL PROPERTY LOCATED AT
217 4th AVENUE NW

WHEREAS, the City of Oelwein, Iowa owns the following described real estate:

Lot 3, Block 4, Iowa Development Company's Addition to Oelwein, Fayette County, Iowa.

WHEREAS, by Resolution No. 5785-2025 the Council scheduled a Public Hearing on the proposed sale of the above-described property for August 11, 2025 at 6:00 p.m., during the regular City Council meeting to be held in the City Council Chambers, Oelwein City Hall, 20 2nd Ave. SW, Oelwein, Iowa, and

WHEREAS, notice of the Public Hearing was published in the Oelwein Daily Register, consistent with the requirements of §364.7 and §362.3 of the Iowa Code, and

WHEREAS, the Mayor opened the Public Hearing, accepted public comment, received and considered any written comments received in advance of the Public Hearing, and upon the conclusion of the receipt of comments closed the public hearing, and

WHEREAS, the City Council discussed the proposed sale of said real estate and found that the City did not have a continuing use for the above-described property, that the property did not otherwise serve a public purpose, and that the sale of said property would, therefore, be in the best interest of the City, and

WHEREAS, the City Council also discussed the value of the real estate, the value to the community of the potential uses for the property, and in consideration of the above and foregoing, determined it to be appropriate and in the best interests of the City to approve the sale of said property to Matthew Wildebour and Mary Wildebour for the sum of \$1.00.

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

- Section 1. The property described herein shall be transferred to Matthew Wildebour and Mary Wildebour for the sum of \$1.00.
- Section 2. The property is being sold as is.
- Section 3. The property shall be transferred by Quit Claim Deed with no abstract provided.
- Section 4. The Quit Claim Deed, and related Clerk's Affidavit, shall be recorded at the expense of the City.
- Section 5. The Mayor shall be authorized to execute the QCD, and any other documents related to the approved transfer of this property as set forth above.
- Section 6. This resolution shall be in effect upon its passage and approval as provided by law.

PASSED AND APPROVED this 11th day of August 2025.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded August 12, 2025

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

AYES NAYS ABSENT ABSTAIN

Ricchio

Weber

Lenz

Cantrell

Seeders

Payne

Preparer/Return To: Douglas D. Herman, Lynch Dallas, P.C., P.O. Box 2457, 316 2nd Street SE, Suite 124, Cedar Rapids, IA 52406; Phone: 319-365-9101

Taxpayer: Matthew Wildebour and Mary Wildebour, 321 2nd Street NW, Oelwein, IA 50662

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, **CITY OF OELWEIN, IOWA**, an Iowa municipal corporation, does hereby Quit Claim to **MATTHEW WILDEBOUR** and **MARY WILDEBOUR**, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, all of its right, title, interest, estate, claim and demand, in the following described real estate in Fayette County, Iowa:

Lot 3, Block 4, Iowa Development Company's Addition to Oelwein, Fayette County, Iowa.

together with all easements and servient estates appurtenant thereto, and subject to covenants, easements and restrictions of record.

This Deed represents a transfer by a public official in the performance of the public officials' official duties and therefore this transfer is exempt from real estate transfer tax and declaration of value requirements pursuant to Iowa Code Section 428A.2(19) and exempt from Groundwater Hazard Statement requirements pursuant to Iowa Code Section 558.69(1).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: August 11, 2025.

CITY OF OELWEIN, IOWA,

By: _____
Brett DeVore, Mayor

Attest: _____
Barbara Rigdon, City Clerk

STATE OF IOWA)
)§
COUNTY OF FAYETTE)

This instrument was acknowledged before me on the 11th day of August, 2025, by **Brett DeVore**, in his capacity as Mayor of the City of Oelwein, Iowa known to me to be the identical person named herein, who swore and affirmed that he executed the above and foregoing deed with the authority and at the direction of the City Council as an expression of both his and the City's voluntary act and deed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
)§
COUNTY OF FAYETTE)

This instrument was acknowledged before me on the 11th day of August, 2025, by **Barbara Rigdon**, in her capacity as City Clerk for City of Oelwein, Iowa known to me to be the identical person named herein, who swore and affirmed that she executed the above and foregoing deed with the authority and at the direction of the City Council as an expression of both her and the City's voluntary act and deed.

Notary Public in and for the State of Iowa

CLOSING STATEMENT
Real Estate

SELLER: City of Oelwein, Iowa

BUYERS: Matthew Wildebour and Mary Wildebour

DATE: _____, 2025

DESCRIPTION OF PROPERTY:

Lot 3, Block 4, Iowa Development Company's Addition to Oelwein, Fayette County, Iowa.

Parcel No. 1821108003

Purchase Price (Real Estate)	\$1.00
-------------------------------------	---------------

Seller's Expenses	(POC)
-------------------	-------

Buyers' Expenses	(POC)
------------------	-------

Total Amount Due from Buyer(s) to Seller:	<u>\$1.00</u>
--	----------------------

1. Buyer(s) to deliver payment to Seller in the amount of \$1.00.
2. Buyers authorize Lynch Dallas, P.C. to record copy of signed Quit Claim Deed and other relevant documents with Fayette County Recorder. (Seller/City to pay recording fees.)

The undersigned hereby acknowledge their acceptance of the terms contained in this Closing Statement (Real Estate).

BUYERS:

SELLER:

CITY OF OELWEIN, IOWA,

By: _____
Matthew Wildebour

By: _____
Brett DeVore, Mayor

By: _____
Mary Wildebour

Oelwein Public Library Minutes

The Oelwein Public Library Board of Trustees held their meeting on Tuesday, July 15, 2025, at 5:00 p.m. at the Oelwein Public Library.

Present: Ingersoll, Mars, VanDenHul, Franzen, and Macken

Absent: Kerns, Seeders

President Ingersoll called the meeting to order at 5:00 p.m.

Agenda Approved: Mars made a motion to approve the agenda. Seconded by VanDenHul. Motion carried.

Minutes Approved: VanDenHul made a motion to approve the minutes. Seconded by Mars. Motion carried.

Correspondence and communications: There were no correspondences.

Franzen arrived.

Trustee Training: The board reviewed the video on Open Meetings and Records, part 4 – Electronic Meetings.

Director's Report:

- Seven public computers were installed and have Windows 11 on them. Staff updated the circulation and staff computers to Windows 11. The children's circulation computer cannot be upgraded to Windows 11 and will need to be replaced by November. A volunteer dis-assembled the children's computer carrel so it could be put into storage.
- The Virtual Reality Gaming truck will be at the library on July 23. The Hedgehog Book Art event will be on July 29. Creature Feature, Party in the Park, and Farmer's Market continue throughout the summer.
- An HVAC belt broke the day before the annual belt check. All belts were replaced. In addition, one of the thermostats was no longer working. Both thermostats for the main library were replaced. Finally, a drain hose had come loose and was reattached.
- The HOOPLA contract was terminated effective July 1. A payment of \$87.95 was needed to pay for the remaining borrows.
- During RAGBRAI, the library will be open during normal business hours. The Iowa Geocache Club, who has a geocache hidden in the library, asked permission to set up an information tent for an hour in the afternoon as many bike riders also do geocaches. Also, a resident bordering the library property will be hosting some riders who are camping. She asked permission if some tents could camp on the library property if they would not have enough space in their yard. The city administrator said that it would be permitted.
- Miller Construction installed the chair rail. The rail looks attractive and has effectively covered the worn areas.

- During a recent, driving rain, the roof leaked around a vent and rain seeped in through the windows thereby getting the carpet wet. Both areas are scheduled for repair this summer.
- The Open Access Report and the Direct State Aid Report were submitted.
- The inter-library loan delivery service with STAT will be discontinued at the end of July. Deliveries will be made through the AEA system. More information on delivery schedules will be forthcoming.
- The Brainfuse test prep and study guide database has been replaced with Momentrix.
- The director will be on vacation August 4-8.

Friend's Report:

- Friends will not have an appreciation tea this year.
- The annual meeting will be on September 8 with notification by email.

Bills Approved: Mars made a motion to approve the bills. Seconded by VanDenHul. Motion carried.

Policy Review: VanDenHul made a motion to approve the Meeting Room policy as reviewed. Seconded by Franzen. Motion carried.

Adjournment: VanDenHul made a motion to adjourn the meeting at 5:25 p.m.

The next meeting will be on Tuesday, August 12 at 5:00 p.m.

JUNE 2025

CITY OF OELWEIN TREASURER'S REPORT

Date Printed

7/24/2025

Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	774,396.61	125,161.67	281,971.82	638,742.19	1,256,328.65	Item A.
051 County Emergency Management	5,186.77	492.11	-	-	5,678.88	
110 Road Use Tax	722,928.55	92,583.71	107,864.59	(130,000.00)	577,647.67	
112 Trust and Agency	738,268.70	25,690.71	81,597.37	-	682,362.04	
113 Flex Spending	1,415.73	1,369.66	1,369.66	-	1,415.73	
119 Emergency	3,666.75	-	-	(3,666.75)	-	1,415.73
120 Sidewalks Repaired/Replaced Dwtm	-	-	-	-	-	
121 Sales Tax	757,497.41	52,525.07	-	(757,497.41)	52,525.07	
122 Hotel/Motel Tax	74,976.48	5,693.46	1.38	(40,907.38)	39,761.18	
123 Gas-Electric Franchise Fee	468,861.88	1,573.76	86,035.06	(307,445.51)	76,955.07	
124 Library Bequest	364,219.58	11,189.14	75.00	-	375,333.72	
126 Downtown TIF	227,982.00	2,172.19	-	(75,000.00)	155,154.19	
127 Industrial Park TIF	79,391.13	-	79,391.13	-	-	
128 Ind Park SubFund TIF East Penn	1,156,080.95	3,359.80	-	(593,030.00)	566,410.75	
132 DARE	-	-	-	-	-	
136 Trees Forever	9,351.06	-	-	-	9,351.06	
146 Oelwein Housing Revolving Loan Fund	112,081.18	324.86	-	-	112,406.04	
160 Econ Dev (\$12,500 Wellness Res)	209,417.91	644.63	129,210.68	151,628.82	232,480.68	
161 IRP Revolving Loan	332,902.31	12,719.21	1,373.25	-	344,248.27	345,621.52
162 Downtown Business Grants	121,016.29	-	-	75,000.00	196,016.29	
167 Oelwein Volunteer Fire Dept	17,910.00	-	1,226.41	916.67	17,600.26	
177 Forfeit Assets	6,585.86	857.25	-	-	7,443.11	
200 Debt Service	(354,061.78)	14,068.79	600.00	699,710.00	359,117.01	
201 Water Bondsinking	391,924.40	1,086.32	330,480.00	29,238.00	91,768.72	
202 Sewer Bondsinking	749,916.90	2,074.85	771,271.31	58,010.00	38,730.44	
205 Special Assessments	34,968.49	-	-	(34,968.49)	-	
282 CDBG Housing Rehab	-	-	-	-	-	
287 2020 GO Bond	8,302.67	-	-	-	8,302.67	
301 HMGP 4483 GRANT	-	-	-	-	-	
302 Oelwein Housing Teardown	(65,657.50)	-	-	110,000.00	44,342.50	
305 Airport Grant	(7,978.24)	42,785.79	51,073.93	10,000.00	(6,266.38)	
307 Tri Park Trail Extensions	1,153,708.74	3,373.63	18,034.30	10,000.00	1,149,048.07	
310 Plaza Park Expansion (OCAD Project)	-	-	-	-	-	
314 Dry Run Creek Flooding	(188,176.77)	-	1,817.00	-	(189,993.77)	
360 Cares Act NE Sewer Replacement	(18,390.55)	-	-	18,390.55	-	
385 Water Main Rpl 1 Av NE 5 & 12 Av SE	5,679.97	-	-	-	5,679.97	
387 '23-24 HMA Paving Imp 1st 12th SF Evnt	227,058.49	659.87	480,530.10	484,968.49	232,156.75	
388 2024 GO Bond Const 10th St Bridge	1,300,604.86	-	-	-	1,300,604.86	
393 2022 GO Bond Construction City Hall	173,849.41	505.23	-	(150,000.00)	24,354.64	
397 Railroad Grant-Viaduct	25,327.64	12,573.60	-	-	37,901.24	
501 Cemetery Perp Care	299,170.42	840.21	-	-	300,010.63	2,770.63
600 Water (2016D Reserve \$67,000)	1,436,043.80	152,158.44	173,640.67	(564,658.00)	849,903.57	
601 Water Infrastructure Fee	(2,569.75)	3.69	12,775.25	420,000.00	404,658.69	
620 Customer Water Deposits	145,242.26	2,972.09	3,298.69	-	144,915.66	
640 Fuel	1,517.02	4,722.58	-	-	6,239.60	
670 Landfill	236,581.70	51,413.55	31,069.39	(36,650.00)	220,275.86	
671 Recycling	54,663.46	6,349.63	76.00	-	60,937.09	
672 ROW Trees Utility Fee	67,126.65	8,031.61	654.31	-	74,503.95	
680 Wellness Center	(86,328.96)	11,180.50	18,470.91	93,619.37	-	
700 Sewer/Waste Treatment	1,965,157.36	189,200.69	109,006.30	(526,400.55)	1,518,951.20	
701 Sewer Infrastructure Fee	(2,764.05)	0.17	-	420,000.00	417,236.12	
706 Reed Bed Exp - EQ Liner	(107,851.80)	142,802.50	382.50	-	34,568.20	
	13,627,201.99	983,160.97	2,773,297.01		11,837,065.95	

Fidelity 999-1003 and Community 999-1004 Money Market Accounts
 CD'S Fidelity 999-1113, Community 999-1114 Cemetery 501-1001
 Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002
 Unapplied Accounts Receivable
 Balance Checking Account 999-1000
 Payroll Liabilities

1,974,258.47
 9,397,000.00
 348,674.63
 (10.00)
 117,142.85

11,837,065.95 **11,837,065.95**

Signature:

Date:

7/28/25

Item A.



The Library Noise

August 2025

Volume 16, Issue 8

August Calendar

8/9 Creature Feature	9:00
8/9 Pages & Play Club	10:00
8/7 Oelwein Reads at Ampersand	6:00
8/11 Friends Meeting	10:00
8/12 Library Board Meeting	5:00
8/13 Pages & Play Club	10:00
8/13 Art Studio "Pop Up Program"	2:00
8/18 Friends & Family Feud	6:00
8/20 Pages & Play Club	10:00
8/25 Book Talk	10:00

Book Talk Theme: Font on cover is a primary color

Oelwein Reads Book Club August 7th at 6:00 p.m.

This book club gathers at Ampersand, located in downtown Oelwein. For the month of August we will be discussing *Survivors Club: The True Story of a Very Young Prisoner of Auschwitz* by Michael Bornstein & Debbie Bornstein Holinstat.

If you would like to obtain a copy of this book, please reach out to the library. We invite you to join the discussion.



Did You Know

The library's fiscal year runs from July 1st to June 30th. These are the statistics for "a year in the life of your library" for 2024-2025.

Total material checkouts: 42,991
Total visitors to the library: 28,522
New cardholding patrons: 359
Libby Downloads: 5,870
Reference Questions Answered: 5,898
Materials added: 1,150
Passports accepted: 153

Donor's Corner

The following people made donations in memory of loved ones during the month of July:

In memory of Seth Garceau

Jens & Joanne Nielsen

In memory of Albert J. Bunn

Kurt & Mary Lou Cosselman

In memory of Delphine Deaner

Tammy Tafolla



For more information on how you can create this lasting tribute to someone you have lost or would like to honor, please contact Deann Fox at 283-1515.

Upcoming Programs this Fall

Tuesday, October 7th at 6:00 p.m. Author Presentation

Dale Price talks about the supernatural with his book, *What the Hell Was That?*

Monday, October 13th at 6:00 p.m. Lessons of the Holocaust presented by educator Brad Wilkening.

Sponsored by the Oelwein Genealogical Society

Book & Bake Sale October 23rd-25th during library hours.

FRIENDS & FAMILY FEUD

You've watched it, you've shouted answers from your couch, and now it's your turn to shine! Introducing the library's very own FRIENDS & FAMILY FEUD! Mark your calendars for August 18th, 2025, at 6:00 p.m. Ready to jump in? Head to the library to sign up. You can register as a team or fly solo. Don't worry, lone wolves will be matched up with a team.

We're setting the stage for four teams, each with five fabulous members. Let the feud-tastic fun begin!

Register by Friday, August 15th.

Library Hours | Monday-Tuesday 9:00 a.m. to 8:00 p.m. | Wednesday-Thursday 9:00 a.m. to 7:00 p.m. | Friday 9:00 a.m. to 5:30 p.m. | Saturday 9:00 a.m. to 3:00 p.m.

201 East Charles St. Oelwein, IA 50662 | 319-283-1515 | oelwein@oelwein.lib.ia.us | www.oelwein.lib.ia.us



New items on the shelf

DVD's:

Sinners, Snow White, Outlander: Complete Seventh Season , A Minecraft Movie

Fiction:

You Belong Here-Megan Miranda, Something Whiskered-Miranda James, Jenny Cooper Has a Secret-Joy Fielding, Under the Stars-Beatriz Williams, The Winds from Further West-Alexander McCall Smith, She Didn't See it Coming-Shari Lapena, The List-Steve Berry, The Life of Chuck-Stephen King, A Family Matter-Claire Lynch, The Girl I was-Jeneva Rose, Notes on Infinity-Austin Taylor

Non-Fiction:

Diet, Drugs, and Dopamine-David A. Kessler, MD, You Wanna Be on Top-Sarah Hartshome, The Hiroshima Men-Iain MacGregor

New YA:

Difficult Girls-Veronica Bane, Vesuvius-Cass Biehn, Among Ghosts-Rachel Hartman, The Great Misfortune of Stella Sedgwick, Enigma-RuNyx, The Rebel Girls of Rome-Jordyn Taylor

Ladybug:

The Day the Crayons Made Friends-Drew Daywalt, The Day the Books Disappeared-Joanna Ho, Never Take Your Rhino on a Plane-K. E. Lewis, Not a Dog-Claudia Guadalupe Martinez

New J:

The Spider Drama-Elizabeth Catanese

What kid's programs does the library have happening in August?

Pages & Play Club Wednesdays at 10:00 a.m.
8/6 Caterpillars , 8/13 How to Be Silly ,
8/20 Back to School, 8/27 No Pages & Play

August "Pop Up Program" will be an Art Studio on Wednesday, August 13th at 2:00 p.m. Bring your creativity and have fun. Materials will be supplied.

"Pop-up Programs." are programs covering a range of topics and ages on different times and days.

Creature Feature at the Library

Date: Wednesday, August 6th

Time: 9:00 a.m.

What creature will we meet next?

Join us for an educational program led by a naturalist from Fontana Park, who will introduce us to our new friend.

Don't forget to return and check on their progress.



1st day of school is right around the corner!

Already?

Yes. August 25th. The Summer goes too fast.



To request an accommodation for programs call 319-283-1515 or email oelwein@oelwein.lib.ia.us.



Would you like more information on these programs?
Ask a librarian



Take & Make Kits

Make your own Sunflower



Children under the age of seven (7) must be accompanied by a responsible person at least fourteen (14) years old. It is the responsibility of parents/guardians/caregivers to supervise and monitor the behavior and safety of their children or persons in need of a caregiver at all times. The library is not responsible for children or persons in need of a caregiver left in the building.

Library Hours | Monday-Tuesday 9:00 a.m.to 8:00 p.m. | Wednesday-Thursday 9:00 a.m. to 7:00 p.m. | Friday 9:00 a.m. to 5:30 p.m. | Saturday 9:00 a.m. to 3:00 p.m.

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