



Agenda

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

December 13, 2021
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Warren Fisk

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

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

Consent Agenda

- [1.](#) Consideration of a motion to approve the minutes of the November 22, 2021 Council meeting
- [2.](#) Consideration of a motion to approve a new Native Wine and Sunday Sales permit to Flowers on Main Gifts, LLC

Public Hearing

- [3.](#) Public Hearing on Proposed Vacation and Sale of the Public Right-of-Way Located in Oelwein's 6th Addition, Oelwein, Fayette County, Iowa

Ordinances

- [4.](#) Consideration of an Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns (the "Company"), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Oelwein, Fayette County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, equipment and substations for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Oelwein, Fayette County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Oelwein, Fayette County, Iowa, for the period of twenty-five (25) years; and granting the right of eminent domain - Third and Final Reading
- [5.](#) Consideration of an Ordinance Establishing Boundaries for Designated Wards of the City of Oelwein - Third and Final Reading
- [6.](#) Consideration of an Ordinance Amending Section 3-71, Section 3-73, Section 3-78, Section 3-79, Section 3-81 to Modify City Administrator and City Clerk Duties - Second Reading
- [7.](#) Consideration of an Ordinance Amending Section 3-5, Section 3-73, Section 5-2 through Section 5-11, Section 5-21, Section 11-10 and Section 16-80 to Modify Fire Department and Public Safety Chief - First Reading
- [8.](#) Consideration of a motion to suspend the rules and adopt an Ordinance on the first and final reading
- [9.](#) Consideration of an Ordinance Providing for the Vacation of the Public Right-of-Way located in Oelwein's 6th Addition, Oelwein, Fayette County, Iowa - First and Final Reading

Resolutions

- [10.](#) Consideration of a Resolution Approving Elimination of Full-Time Firefighter Position
- [11.](#) Consideration of a Resolution Directing the Sale of the City's Interest in Parcel AO in the SW 1/4 of the SE 1/4 of Section 21-T91N-R9W City of Oelwein, Fayette County, Iowa

- [12.](#) Consideration of a Resolution Authorizing the Filing of a Project Scoping Application to the Iowa Homeland Security and Emergency Management for the FEMA Building Resilient Infrastructure and Communities Grant Program for Stormwater Capital Projects

Motions

- [13.](#) Consideration of a motion to move forward on changes to the Viaduct Improvement Project
- [14.](#) Consideration of a motion authorizing the City Administrator to execute the Airport Rescue Grant Offer, Grant No. 3-19-0067-013-2022 for Oelwein Municipal Airport
- [15.](#) Consideration of a motion to upgrade the fuel system at the Oelwein Municipal Airport in the amount of \$39,321.87 by Dick's Petroleum
- [16.](#) Consideration of a motion authorizing \$25,598.71 in Fuel System Upgrades from Dick's Petroleum
- [17.](#) Consideration of a motion to repair or replace the Waste Water UV System with Glasco UV not to exceed \$68,000.00

Committee Reports

- [18.](#) Report from Stewart on November Airport Board meeting

Council Updates

Mayor's Report

City Attorney's Report

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

City Administrator's Report

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

Adjournment

- [ii.](#) Additional Information
-

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



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
November 22, 2021 - 6:00 PM

Pledge of Allegiance

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

Roll Call Present: Weber, Stewart, Seeders, Payne, Fisk
 Also Present: Mulfinger, Rigdon, Dillon
 Absent: Cantrell

Additions or Deletions

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

Motion Carried

Citizens Public Comments

Curt Solsma, Edward Jones and Lonnie Achenbach, Subway owner requested permission to push snow onto city lot to the east of their property. They would clean and reseed grass damage in the spring. This will go to council work session December 13.

Jeff Ingles, ICE Manufacturing questioned why he was asked to own the water line under the street since there was no shutoff valve on the north side. City code states property owners own the waterline from their property to the shutoff valve. A December 13, 2021 council work session is planned to discuss.

Dr. Nickie Michaud Wild, Sociology Professor at Upper Iowa, 610 East Charles Street asked if council had any questions regarding the graffiti on the Covid Vaccination billboard that she regards as a hate crime. She wants everyone to keep an eye on it and be very much aware if it happens again in our community.

Jim Novak, 104 Hillside Drive West expressed concerns regarding the elimination of the paid fireman position that his son-in-law holds. This fireman loved his job for 15 years. Who is going to do the work that this fireman has been doing. A paid Fire Chief could oversee firemen and volunteers.

Consent Agenda

1. Consideration of a motion to approve the minutes of the November 8, 2021 Council meeting
2. Consideration of a motion to approve the Claims Resolution in the amount of \$349,397.25
3. Consideration of a Class 'B' Ownership Update for Oelwein Chamber and Area Development
4. Consideration of a Class 'B' Beer Permit renewal for Oelwein Chamber and Area Development, Inc.
5. Consideration of a new Class 'E' Liquor and Sunday Sales permit for PMA Petroleum
6. Consideration of a new Cigarette/Tobacco Permit for PMA Petroleum LLC dba Super Mart

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

Motion Carried

Ordinances

7. Consideration of an Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns (the "Company"), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Oelwein, Fayette County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, equipment and substations for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Oelwein, Fayette County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public

places, transmission lines through the City of Oelwein, Fayette County, Iowa, for the period of twenty-five (25) years; and granting the right of eminent domain - Second Reading

A motion was made by Fisk, seconded by Weber to adopt the second reading.

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

Motion Carried

- 8. Consideration of an Ordinance Establishing Boundaries for Designated Wards of the City of Oelwein - Second Reading

A motion was made by Fisk, seconded by Seeders to adopt the second reading.

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

Motion Carried

- 9. Consideration of an Ordinance Amending Section 3-71, Section 3-73, Section 3-78, Section 3-79, Section 3-81 to Modify City Administrator and City Clerk Duties - First Reading

A motion was made by Weber, seconded by Payne to adopt the first reading.

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

Motion Carried

Resolutions

- 10. Consideration of a Resolution to Set Public Hearing on Proposed Vacation and Sale of the Public Right-of-Way located in Oelwein's 6th Addition, Oelwein, Fayette County, Iowa

A motion was made by Weber, seconded by Fisk to adopt Resolution No. 5321-2021.

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

Motion Carried

- 11. Consideration of a Resolution Approving Elimination of Full-Time Firefighter Position

A motion was made by Seeders, seconded by Payne to table this Resolution

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

Motion Carried

- 12. Consideration of a Resolution Directing the Sale of the City's Interest in 15 5th Avenue SW and 17 5th Avenue SW, Oelwein, Fayette County, Iowa

A motion was made by Fisk, seconded by Seeders to adopt Resolution No. 5322-2021 with the following timeline stipulations:

December 31, 2021 Clean Up Property
February 28, 2022 Demolition Deadline
No demolition assistance

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

Motion Carried

- 13. Consideration of a Resolution Authorizing an Executive Agreement with AECOM for Engineering and Design Services for Oelwein Municipal Airport (OLZ) in association with the Airport Improvement Program

A motion was made by Stewart, seconded by Seeders to adopt Resolution No. 5323-2021.

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

Motion Carried

Motions

14. Consideration of a motion to implement the Fire Department Transition Plan

A motion was made by Fisk, seconded by Payne to remove the top bullet point in the Fire Department Transition Plan and approve the rest of the plan starting implementation as directed in the plan. Four voted aye, 1 (Weber) abstained.

Motion Carried

15. Consideration of a motion authorizing the Mayor to sign a three year contract for Voice Over IP Phone System with Bergan KDV

A motion was made by Weber, seconded by Fisk to approve the signature. Four voted aye, 1 (Payne) voted nay.

Motion Carried

16. Consideration of a motion approving Urban Renewal Report re: Fiscal Year 2020-2021 TIF Debt Outstanding

A motion was made by Weber, seconded by Fisk to approve the report. All voted aye.

Motion Carried

17. Consideration of a motion authorizing signatures on Contract for Services Between the City of Oelwein and Upper Explorerland Regional Planning Commission re: Revolving Loan Fund

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

Motion Carried

18. Consideration of a motion authorizing signatures on Towing Services Contract with Midwest Collision Center, Inc.

Four businesses were informed and only one bid was received. A motion was made by Fisk, seconded by Weber authorizing signatures. All voted aye.

Motion Carried

Committee Reports

19. Report from Payne on November Library Board meeting

The full minutes can be found at

https://www.oelwein.lib.ia.us/application/files/6316/3701/4465/Minutes_November_9_2021.pdf

20. Report from Cantrell on November Park and Recreation Commission meeting

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

Mayor's Report

Mayor DeVore reported he attended a Fayette Co. Landfill Commission meeting where they were wanting support of \$425,000 from Oelwein to improve the recycle and redemption center.

Mayor DeVore read a thank you from Hazleton Fire Chief for Mutual Aid assistance.

City Attorney's Report

Homes for Iowa purchaser requests early possession (before holidays) of the property before ownership can be transferred. The City must follow the laws which doesn't allow for possession that fast.

City Administrator's Report

CDBG Water/Sewer Grant stopped accepting applications for the January 1 deadline for the NE Sanitary Improvement project timeline will need to be adjusted.

Adjournment

A motion was made by Fisk, seconded by Weber to adjourn at 6:53 P.M. All voted aye.

Motion Carried

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held November 22, 2021 and copy of said proceedings was furnished to the Register November 23, 2021.

Dylan Mulfinger, City Administrator



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
Sam Nehl	Flowers on Main Gifts, LLC	(319) 283-7550	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
18 South Frederick Avenue	Oelwein	Fayette	50662
MAILING ADDRESS	CITY	STATE	ZIP
18 South Frederick Avenue	Oelwein	Iowa	50662

Contact Person

NAME	PHONE	EMAIL
Stephanie Perry	(319) 283-7550	s031409@outlook.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class B Native Wine Permit	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Dec 1, 2021	Nov 30, 2022	

SUB-PERMITS

Class B Native Wine Permit



PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

**CITY OF OELWEIN, IOWA
ELECTRIC TRANSMISSION FRANCHISE**

ORDINANCE NO. _____

An Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns (the "Company"), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Oelwein, Fayette County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, equipment and substations for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Oelwein, Fayette County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Oelwein Oelwein, Fayette County, Iowa, for the period of twenty-five (25) years; and granting the right of eminent domain.

BE IT ORDAINED BY THE City Council of the City of Oelwein, Fayette County, Iowa, hereinafter referred to as the "City":

Section 1. Grant.

There is hereby granted to the Company the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits, and other appliances, equipment and substations for the transmission of electric current and telecommunications (collectively, the "Facilities") along, under and upon the streets, avenues, alleys and public places in the City; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City for the period of twenty-five (25) years; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

Section 2. Indemnification.

The Facilities shall be placed and maintained so as not to unnecessarily interfere with the travel on the streets, avenues, alleys, and public places in the City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the Company shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the erection or maintenance of the transmission system.

Section 3. Relocation.

Except as provided herein below, the Company shall, at its cost and expense, locate and relocate its Facilities in, on or over any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City orders or requests the Company to relocate its Facilities for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity, the Company shall receive payment for the cost of such relocation as a precondition to relocating its Facilities. The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternate location for the Company's Facilities. The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Vacating a public right-of-way shall not deprive the Company

of its right to operate and maintain existing Facilities until the reasonable cost of relocating the same are paid to the Company.

Section 4. Modern System.

The system authorized by this Ordinance shall be kept in an operable condition consistent with good utility practice and the reliability standards of the North American Electric Reliability Council (NERC).

Section 5. Vegetation Management.

To promote public safety in proximity to its Facilities and to maintain electric reliability, the Company is authorized and empowered to remove, cut, trim, destroy, or otherwise control any tree, shrub, brush, bush or any parts thereof located within or extending into any street, alley, right-of-way or public grounds. The foregoing vegetation management shall be completed in accordance with the most current nationally accepted safety and utility industry standards, as revised and updated from time to time.

Section 6. Continuous Service.

Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, customer outages or interruptions on the bulk electric system to no fault of Company or interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is commercially practicable.

Section 7. Non-exclusivity.

The franchise granted by this Ordinance shall not be exclusive.

Section 8. Undergrounding.

The City may request estimates for the undergrounding of replacement lines, upgrades or new lines, including lines to be adjusted for road moves or for other specific projects. When requested, the Company will provide to the City two estimates: 1) An estimate for the cost of the project with overhead construction, and 2) An estimate for the cost of the project with underground construction. The City will have no more than 60 days from the estimate date to determine if it wants the line built overhead or placed underground. If the City chooses underground construction for such project, the City will be responsible for the incremental cost of undergrounding, if and to the extent, such costs are not already part of or included in a precondition payment for relocation pursuant to Section 3. The incremental cost of undergrounding is defined as the differential between the estimate for underground construction and the estimate for overhead construction. Upon receipt of the City's payment for the incremental cost of undergrounding, the Company will install the underground facilities. The Company reserves the right to bill City for the amount that the incremental cost associated with installation exceeds its estimate. The City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Company to make such a request. The City shall cover all costs related to this work. If undergrounding of transmission lines requires entities interconnecting with the Company to make adjustments to their electrical systems, the City bears the responsibility of communication with those entities and, if it chooses, the cost of converting their facilities from overhead to underground. The Company reserves the right to review all the City's communications with the affected entities.

Section 9. Severability.

If any section, provision, or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 10. Term of Agreement.

The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after written acceptance by the Company.

Section 11. Publication Expenses.

The expense of the publication of this Ordinance shall be paid by the Company.

Section 12. Repeal of Conflicting Ordinances.

All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

Section 13. Acceptance.

The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from the passage of this Ordinance.

Section 14. Future Developments.

The City agrees it will not permit or grant approval for any development, construction or land uses in the City that would result in or cause the Company’s Facilities to violate setback requirements, safety requirements or any other provision of the National Electric Safety Code or any law, regulation or ordinance of the State of Iowa, Fayette County or the City.

Section 15. Closing.

This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal any prior electric system ordinance between the Company and the City as of the date this Ordinance is accepted by the Company. Notwithstanding the foregoing, in no event shall the City enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or that delay utility operations.

Mayor

Attest: _____
City Clerk

(SEAL)

CERTIFICATE OF CITY CLERK

I, City Clerk of the City of Oelwein, Fayette County, Iowa, do hereby certify that the foregoing is a true and correct copy of minutes of the proceedings of the meeting of the Oelwein city council held the ____ day of ____ 20____ , pertaining to the adoption of Ordinance No. _____; that the originals of said minutes have been included in the official proceedings of the city council; that Ordinance No. _____ was signed by the mayor and clerk at the time of its final passage and approval; that the announcement of passage of said ordinance was published in the manner required by law on the ____ day of _____ 20__ in the _____ *News*; that said meeting and all actions thereon were duly and publicly held pursuant to the rules of the city council and Iowa Code, upon advance notice to the public and news media as required by said law; and that the notice of public hearing for said Ordinance No. _____ was published on the ____ day of _____ 20__ in the _____ *News*, a newspaper published at least once weekly and of general circulation in the City of Oelwein, Fayette County, Iowa.

 Clerk for the City of Oelwein.

(SEAL)

ORDINANCE NO. _____

ORDINANCE ESTABLISHING BOUNDARIES FOR DESIGNATED WARDS OF THE CITY OF OELWEIN

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 deleting current Sections 2-5 through 2-8, inclusive, and placing in their stead the following Sections:

Section 2-5. WARD ONE:

Ward or Precinct No. 1 shall include all that part of the City of Oelwein described as: Lying North of the Centerline of East Charles Street; and lying East of a line running northerly from the centerline of Iowa Highway 150, at its intersection with Charles Street, to the centerline of Sixth Street NE, thence running easterly along the centerline of Seventh Street NE to the centerline of First Avenue NE, thence running northerly along the centerline of First Avenue NE to the centerline of Ninth Street NE, thence running westerly to the centerline of Iowa Highway 150, thence northerly to the north city limit.

Section 2-6. WARD TWO:

Ward or Precinct No. 2 shall include all that part of the City of Oelwein described as: Lying North of a line commencing at the centerline of East Charles Street, at its intersection with Iowa Highway 150, thence westerly along the centerline of Charles Street to the centerline of Sixth Avenue SW, thence southerly along the centerline of Sixth Avenue SW to the centerline of Third Street SW, thence westerly along the centerline of Third Street SW to the centerline of Thirteenth Avenue SW, thence northerly along the centerline of Thirteenth Avenue SW to its intersection with West Charles Street, thence westerly along the centerline of West Charles Street to the western city limit; and lying West of a line commencing at the centerline of Iowa Highway 150, at its intersection with Charles Street, running northerly to the centerline of Seventh Street NE, thence running easterly along the centerline of Seventh Street NE to the centerline of First Avenue NE, thence running northerly along the centerline of First Avenue NE to the centerline of Ninth Street NE, thence running westerly to the centerline of Iowa Highway 150, thence northerly to the north city limit.

Section 2-7. WARD THREE:

Ward or Precinct No. 3 shall include all the part of the City of Oelwein described as: Lying South of a line commencing at the centerline of East Charles Street at its intersection with Fourth Avenue SE, thence westerly along the centerline of Charles Street to the centerline of Sixth Avenue SW, thence southerly along the centerline of Sixth Avenue SW to the centerline of Third Street SW, thence westerly along the centerline of Third Street SW to the centerline of Thirteenth Avenue SW, thence northerly along the centerline of Thirteenth Avenue SW to its intersection with West Charles Street, thence westerly along the centerline of West Charles Street to the western city limit; Lying West of a line commencing at the centerline of Fourth Avenue SE at its intersection with East Charles Street, thence southerly along the centerline of Fourth Avenue SE to the centerline of Seventh Street SE, thence West along the centerline of Seventh Street SE to the centerline of Iowa Highway 150, thence southerly along the centerline of Iowa Highway 150 to the south city limit.

Section 2-8. WARD FOUR:

Ward or Precinct No. 4 shall include all the part of the City of Oelwein described as: Lying South of a line commencing at the centerline of East Charles Street at its intersection with the centerline of Fourth Avenue SE, thence easterly along the centerline of East Charles Street to the East City limit; and lying east of a line commencing at the centerline of Fourth Avenue SE at its intersection with East Charles Street, thence south along the centerline of Fourth Avenue SE to the centerline of Seventh Street SE, thence West along the centerline of Seventh Street SE to the centerline of Iowa Highway 150, thence southerly along the centerline of Iowa Highway 150 to the south city limit.

Section 2. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall become effective forthwith upon its passage and approval and publication as provided by law.

First reading
Second Reading
Third Reading

November 8, 2021

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

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

Dylan Mulfinger, City Administrator

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

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

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

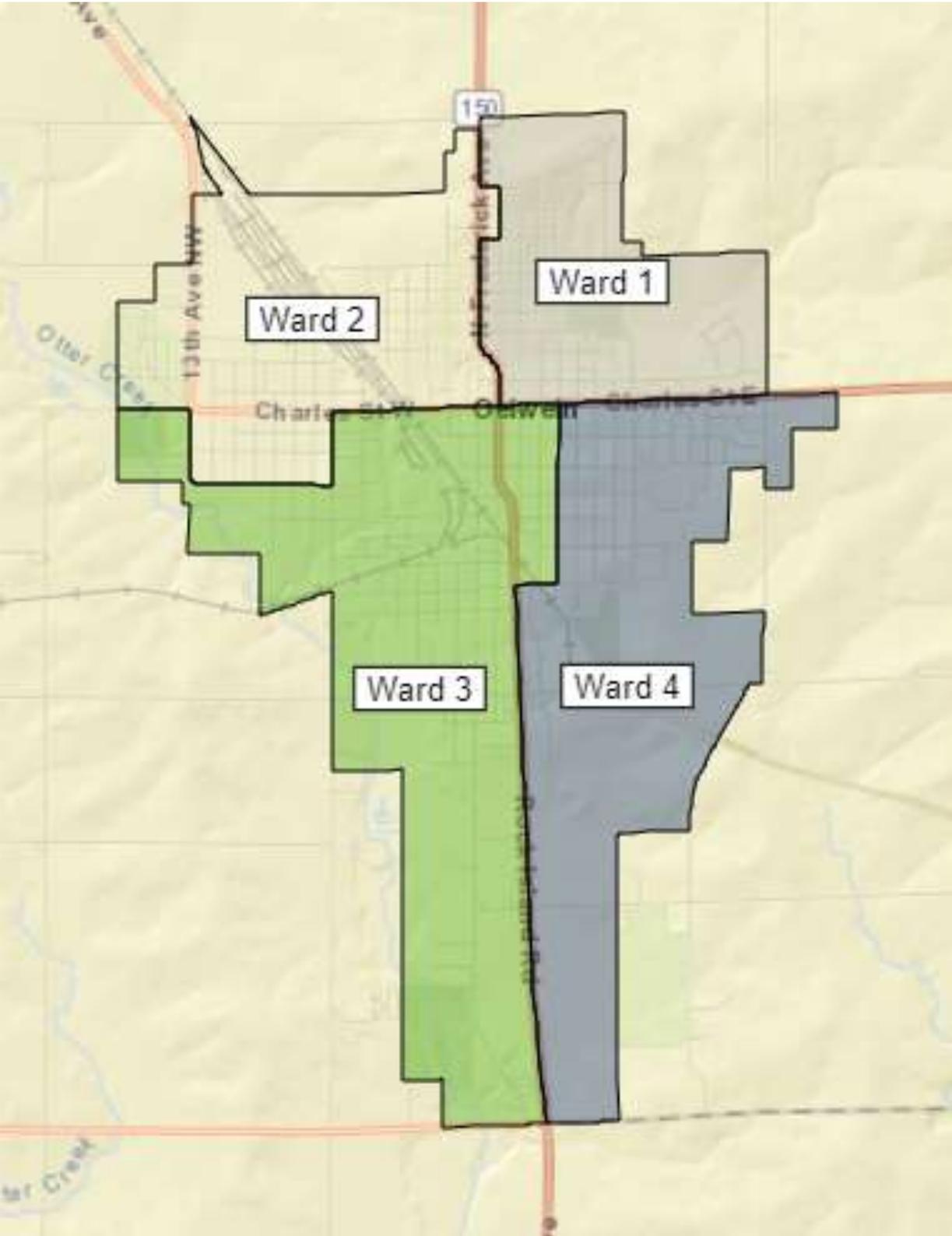
AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne



ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-71, SECTION 3-73, SECTION 3-78, SECTION 3-79, SECTION 3-81
TO MODIFY CITY ADMINISTRATOR AND CITY CLERK DUTIES

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 replacing Section 3-71, paragraph two with the following:

The city administrator shall be the finance director. The city administrator shall be qualified by experience and training in management.

Section 2. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by replacing Section 3-73 (7) and (8) with the following:

7. The administrator shall supervise the purchase of all materials, supplies and equipment for which funds are provided in the budget; let contracts necessary for the operation or maintenance of city services and attend the purchase of all materials, supplies and equipment necessary thereto up to and including the sum of ten thousand dollars (\$10,000.00), obtain and receive bids for such purchases of materials, supplies and equipment in excess of ten thousand dollars (\$10,000.00) in the manner and as required from time to time by decision of the city council and present them to the council for approval, advising the council of the advantages or disadvantages of such bid proposals. No purchase shall be made therefore or contract let or obligation incurred for the purchase of such materials, supplies and equipment in excess of the sum of twenty-five thousand dollars (\$25,000.00) or which exceeds the current budget appropriation without the obtaining of bids relating thereto in the manner and at such times if required by the city council and without a supplemental appropriation by the council when necessary. With respect to contracts for public improvements, which shall at all times be distinguished from the purchase of materials, supplies and equipment for which no bids are ordinarily required, the city, city administrator and city council shall be at all times governed by the provision of Chapter 23 and Chapter 384, Division VI of the Code of Iowa and amendments thereto, which concurrently requires bid procedure on public improvements in excess of twenty-five thousand dollars (\$25,000.00). The administrator may issue such rules governing purchasing procedures within the administrative organization as the council shall approve.

8. The administrator shall have power to fix the compensation to be paid all City employees, subject to the approval of the City Council.

The administrator shall have the power to employ, reclassify, or discharge all department heads of the city (except police and fire department heads). The chiefs of police and fire departments shall be appointed and discharged by the Mayor, upon the recommendation of the city administrator and approval of the city council. The chiefs of the police and fire departments shall be directly responsible to the city administrator for the effective administration of the respective departments and all activities assigned thereto. In exercising the powers granted in this sub-section, the city administrator shall be subject to the provisions of the Soldier's Preference Law and Civil Service Law.

Section 3. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by deleting Section 3-78 in its entirety and replace it with the following:

SECTION 3-78. CITY CLERK.

The city administrator shall nominate for council appointment a City Clerk to perform the duties of the city administrator in the administrator's absence and to perform such other duties as assigned the clerk by the administrator. The Clerk shall be appointed and discharged by the Mayor, upon the recommendation of the city administrator and approval of the city council.

Section 4. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by deleting Section 3-79 in its entirety and replace it with the following:

SECTION 3-79. CITY CLERK; DUTIES; RESPONSIBILITIES; COMPENSATION; BOND.

(1) The office of the city clerk shall be located in City Hall.

(2) The City Clerk shall have the following powers and duties:

A. Custody of the funds. Be responsible for the safe custody of all funds of the city in the manner provided by law, and council direction.

B. Act as Clerk and custodian of all funds received or held in custody for any board or commission or agency existing in the city created by the council or the people. These are: The general fund and other fund consisting of but not limited to: water, debt service, trust and agency, sewer, road use tax, special assessments, landfill, recycling; and any other funds and accounts established by the city council of the City of Oelwein, hereafter.

C. The Clerk shall reconcile the bank statements with their books and certify monthly to the council the balance of cash and investments of each fund and accounts received and disbursed.

D. Debt service. Keep a register of all bonds outstanding and record all payments made of interest and principal. (This may be done by a bond registrar.)

E. Investments. The City Clerk shall advise the council on investments and shall invest city monies not immediately needed at interest in accordance with council directives and requirements of Chapter 452 of the Iowa Code.

F. Perform such other duties as specified by the council by resolution or ordinance.

(3) Compensation. The Clerk shall be paid such compensation as specified by council resolution.

(4) The Clerk's books shall be, at all times, open to the inspection of any taxpayer or elector of the City of Oelwein, Iowa.

Section 5. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by replacing Section 3-81 (1) with the following:

SECTION 3-81. PURCHASING, BUDGETARY CONTROLS.

1. Budget officer. The city administrator shall be the city budget officer and is responsible for preparing the budget in cooperation with the council. The budget officer shall be responsible for carrying out the authorization and plans in the budget as set forth in the budget, subject to council control and the limitations set out in this section.

Section 6. 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 November 22, 2021
Second Reading
Third Reading

Passed and adopted by the City Council of the City of Oelwein, Iowa this _____ day of _____, 2021

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

Dylan Mulfinger, City Administrator

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-5, SECTION 3-73, SECTION 5-2 THROUGH SECTION 5-11, SECTION 5-21, SECTION 11-10 AND SECTION 16-80 TO MODIFY FIRE DEPARTMENT AND PUBLIC SAFETY CHIEF

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 replacing Section 3-5 with the following:

SECTION 3-5. POLICE DEPARTMENT – CIVIL SERVICE.

The provisions of Chapter 400 of the Code of Iowa, are adopted establishing civil service for the paid police department of the city.

Section 2. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by replacing Section 3-6 SAME - - EMPLOYEE QUALIFICATIONS (4) with the following:

4. The person has attempted a deception or fraud in connection with a civil service examination.

The person shall become a resident of the State of Iowa at the time employment begins and shall remain a resident of the State during employment.

The maximum age for a police officer qualifying under civil service, Chapter 400 of the code of Iowa, is 65 years of age. However, no person shall be appointed, promoted, discharged or demoted to or from a civil service position, or in any other way favored or discriminated against because of political or religious opinions or affiliations, race, national origin, sex or age.

Section 3. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by deleting Section 3-73 (8) and replace it with the following:

SECTION 3-73. DUTIES.

8. The city administrator is the chief administrative officer of the city and the duties shall be as follows:

The administrator shall have the power to fix the compensation to be paid all City employees, subject to the approval of the City Council. The administrator shall have the power to employ, reclassify, or discharge all department heads of the city (except police department head), subject to the approval of the city council. The chief of police shall be appointed and discharged by the Mayor, upon the recommendation of the city administrator and approval of the city council. The chief of the police shall be directly responsible to the city administrator for the effective administration of the department and all activities assigned thereto. In exercising the powers granted in this sub-section, the administrator shall be subject to the provisions of the Soldier's Preference Law and Civil Service Law.

Section 4. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by deleting Section 5-2 through Section 5-10 in their entirety and replacing them with the following:

SECTION 5-2. PUBLIC SAFETY CHIEF.

The police chief will serve as the Public Safety Chief. The Public Safety Chief will serve as the department head of the fire department. The Public Safety Chief, as it relates to the operations of the fire department, is responsible for administrative duties, fire protection, and emergency services. These duties may include technical, administrative, management, investigative, fire prevention, interacting with public, supervision of subordinate employees/volunteers and such other duties and responsibilities as necessary, required, or directed by the city administrator or his/her designee. The Public Safety Chief plans, organizes, directs, and manages overall operations of the police and fire departments. Additionally, this position adjusts departmental methods and service delivery protocols to address new situations and to improve existing operations and functionality.

SECTION 5-3. VOLUNTEER FIRE CHIEF.

The Volunteer Fire Chief shall be appointed by the city administrator, subject to the approval of the city council and after consideration of a recommendation from the volunteer fire personnel. The Volunteer Fire Chief, in consultation with the Public Safety Chief, will appoint a command staff consistent with the structure designated in the department policy and procedures manual.

SECTION 5-4. VOLUNTEER FIRE CHIEF'S DUTIES.

The fire chief shall supervise all operations of the department other than volunteer fire personnel foundation business and social meetings and be responsible for the care, maintenance and use of all vehicles and equipment for the department. The chief shall provide all fire personnel with a copy of the policy and procedures manual. The chief shall keep a record of the names, ages and residences of all fire personnel, and be responsible for their training and supervision. The chief or his/her designee shall maintain attendance records for drill meetings and fires. The chief will assist in the investigation as to the cause, origin, and circumstances of each fire by which property has been destroyed or damaged, or which results in the bodily injury to any person and report their findings to the state fire marshal in writing within thirty (30) days after the fire. If the chief believes that a fire was started by design, or if a death occurs as the result of a fire, the Chief or the Public Safety Chief shall notify the state fire marshal immediately. The Chief, Public Safety Chief, or designated officer has the authority to enter and inspect any buildings or premises in the performance of their duties and shall make written orders to correct any conditions that are likely to cause fire or endanger other buildings and property.

SECTION 5-5. VOLUNTEER FIRE PERSONNEL.

A volunteer fire personnel's organization of the Oelwein Fire Department is hereby established, and such organization may adopt such construction and bylaws for the further government of such organization as may be best calculated to properly regulate and govern it, but said constitution and

bylaws, or any amendments thereto, shall be submitted to the city council for approval, modification or rejection. A copy of said constitution and bylaws when adopted and approved as herein provided, shall be filed with the city clerk. Such constitution and bylaws shall not be inconsistent with this article, city and department policies, and state laws.

SECTION 5-6. FIRE PERSONNEL DUTIES.

When called by the Chief or Public Safety Chief, all fire personnel shall report for duty immediately in the manner directed by the Chief or Public Safety Chief. They shall be subject to call at any time. They shall obey strictly the commands of the fire chief, the Public Safety Chief, and of any other fire personnel who has been appointed by the chief to be in command temporarily. Fire personnel shall report to the chief in advance if they expect to be absent from the city for twelve (12) hours or more. Fire personnel shall report for training as ordered by the chief. Prior to appointment and at the direction of the fire chief, a fire personnel shall take a physical examination and supply a report thereof to the designated officer by policy, who shall promptly file the same with the city clerk.

SECTION 5-7. WORKMEN'S COMPENSATION AND HOSPITALIZATION INSURANCE.

The council shall contract to insure the city against liability for workmen's compensation and against statutory liability for the costs of hospitalization, nursing, and medical attention for volunteer fire personnel injured in the performance of their duties as fire personnel. All volunteer fire personnel shall be covered by the contract.

SECTION 5-8. LIABILITY INSURANCE.

The council shall contract to insure against liability of the city or members of the department for injuries, death or property damage arising out of and resulting from the performance of departmental duties.

SECTION 5-9. FIRES OUTSIDE CITY LIMIT.

The department shall answer calls to fire and other emergencies outside the city limits, according to fire protection contracts and mutual aid agreements, if the fire chief determines that such an emergency exists and that such action will not endanger persons or property within the city limits.

SECTION 5-10. DESTRUCTION OF BUILDINGS.

The Public Safety Chief, Mayor, and fire chief, or the mayor, or the mayor pro tem in the absence of the mayor, and person in charge in the absence of the chief, may direct the fire personnel to take down and remove any building, erection or other obstacles for the purpose of checking the progress of any fire, and the fire personnel, with the advice and concurrence of the mayor and chief or the mayor and other person in charge in the absence of the chief, shall have the power and authority to blow up or cause to be blown up with an explosive any building, erection or other obstacle during any fire for the purpose of checking the progress of said fire and when so ordered and approved they shall incur no liability therefore.

SECTION 5-11. OBEDIENCE TO OR INTERFERENCE WITH FIRE PERSONNEL; DAMAGING APPARATUS.

Any person present at any fire shall be subject to the orders of the Public Safety Chief, Fire Chief, Assistant Chief or other person in charge. Any person who shall willfully hinder or interfere with any fire personnel or the fire apparatus during the time of fire or any fire drill, either while the fire personnel are going to or returning from any fire or drill, or while said fire personnel are tending to their duty as members of the fire department, or any person who shall willfully or negligently drive any vehicle of any kind, across, along or upon any of the fire apparatus, or any person who shall willfully or negligently cut, mar or deface in any manner any of the fire apparatus, whether while at a fire or fire drill or otherwise, shall be guilty of a misdemeanor, and shall be punished accordingly, and in addition thereto shall be personally liable for all damages to said apparatus.

Section 5. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by replacing Article II Fire Prevention Code Section 5-21 with the following:

SECTION 5-21. ENFORCING OFFICER.

The fire prevention code shall be enforced by the Community Development Department or designee.

Section 6. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by replacing Chapter 11, Section 11-10 Investigation of Applicant with the following:

SECTION 11-10. INVESTIGATION OF APPLICANT.

Upon receipt of an original application for a liquor license or beer permit by the city council, it shall be forwarded to the chief of police, who shall conduct an investigation and shall submit a written report on the applicant as to the truth of the facts averred in the application and a recommendation to the city council as to the approval of the license or permit. It shall be the duty of the health inspector the Code Enforcement Officer or his/her designee to inspect the premises to determine if they conform to the requirements of the city, and no license or permit shall be approved until or unless an approving report has been filed with the city council by such officers.

Section 7. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by replacing Article VI Open Burning Section 16-80 Open Burning Restrictions (2) B and E with the following:

B. Time Restriction: Burning shall be allowed only on specific days, between 8:00 A.M. and 9:00 P.M., and under favorable atmospheric conditions or local circumstances designated by the Public Safety Chief or the Fire Chief and said fire does not create a nuisance, health or safety hazard.

E. Ordered Discontinuance: The Public Safety Chief, the Fire Chief, or his/her designee, is authorized to order the cessation of the burning if smoke emissions create a nuisance or safety hazard.

Section 8. 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 December 13, 2021
Second Reading
Third Reading

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

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____.

Dylan Mulfinger, City Administrator

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VACATION OF THE PUBLIC RIGHT-OF-WAY LOCATED IN OELWEIN'S 6TH ADDITION, OELWEIN, FAYETTE COUNTY, IOWA

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

Section 1. Purpose: The purpose of this Ordinance is to vacate that portion of 2nd Avenue SE from its intersection at 4th Street SE south to its intersection with Occo Street and that portion of Occo Street from its intersection with Rock Island Road east approximately 225 feet to its end, and thereby relieve the City of Oelwein of the responsibility for its maintenance and supervision.

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

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

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

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

Section 3. Vacation: That portion of 2nd Avenue SE from its intersection at 4th Street SE south to its intersection with Occo Street and that portion of Occo Street from its intersection with Rock Island Road east approximately 225 feet to its end.

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

Section 5. Severability Clause: If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part there of not adjudged invalid or unconstitutional.

Section 6. When Effective: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

First Reading – December 13, 2021
Second Reading –
Third Reading –

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

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

Dylan Mulfinger, City Administrator

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

RESOLUTION NO. _____

RESOLUTION APPROVING ELIMINATION OF FULL-TIME FIREFIGHTER POSITION

WHEREAS, the City of Oelwein conducted a study on the Fire Department and one of the outcomes of said study was a recommendation that the City eliminate its full-time firefighter position; and

WHEREAS, the full-time firefighter position is subject to the laws of Iowa Code Chapter 400; and

WHEREAS, Iowa Code Section 400.28 gives the City Council the authority to implement a diminution of employees in an employment classification or grade under civil service; and

WHEREAS, the City of Oelwein City Council desires to follow said recommendation of the study and eliminate its full-time firefighter position.

NOW, THEREFORE, it is resolved by the City Council of Oelwein, Iowa as follows:

Section 1. The City Council of Oelwein, Iowa eliminates its position of full-time firefighter effective as of December 29, 2021. The City's organization only provides for one of said position and, as of December 29, 2021, said position will no longer exist.

Section 2. The City Council of Oelwein, Iowa directs the City Administrator to notify the City of Oelwein Civil Service Commission that the City has eliminated the position of full-time firefighter, as of December 29, 2021, and that the City of Oelwein Civil Service Commission take any such action required to effectuate the elimination of this position.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF OELWEIN, IOWA

By: Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

City Administrator

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

AYES NAYS ABSENT ABSTAIN

Weber
Stewart
Cantrell
Fisk
Seeders
Payne

RESOLUTION NO. _____

RESOLUTION DIRECTING THE SALE OF THE CITY'S INTEREST IN PARCEL AO IN THE SW ¼ OF THE SE ¼ OF SECTION 21-T91N-R9W CITY OF OELWEIN, FAYETTE COUNTY, IOWA

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

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

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

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

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

PARCEL AO IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 91 NORTH, RANGE 9 WEST OF THE 5TH P.M., CITY OF OELWEIN, FAYETTE COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION;

THENCE **NORTH 87°43'49" EAST (ASSUMED BEARING), 736.38 FEET** ALONG THE SOUTH LINE OF SAID SECTION TO THE SOUTHWEST CORNER OF PARCEL Z IN SAID SECTION;

THENCE **NORTH 02°27'02" WEST, 69.68 FEET** ALONG THE WEST LINE OF SAID PARCEL Z TO THE POINT OF BEGINNING;

THENCE CONTINUING **NORTH 02°27'02" WEST, 498.38 FEET** ALONG THE WEST LINE OF SAID PARCEL Z TO THE NORTHWEST CORNER THEREOF;

THENCE **NORTH 89°53'39" EAST, 270.78 FEET** ALONG THE SOUTH LINE OF 4TH STREET SOUTHEAST TO THE NORTHWEST CORNER OF THE EAST 140 FEET OF BLOCK 5 OF OELWEIN'S 6TH ADDITION;

THENCE **SOUTH 00°22'50" WEST, 219.74 FEET** ALONG THE WEST LINE OF SAID EAST 140 FEET TO THE NORTH LINE OF PARCEL AC IN SAID PARCEL Z;

THENCE **NORTH 89°26'32" WEST, 32.71 FEET** ALONG THE NORTH LINE OF SAID PARCEL AC TO THE NORTHWEST CORNER THEREOF;

THENCE **SOUTH 00°26'49" WEST, 268.34 FEET** ALONG A SOUTHERLY SEGMENT IN THE WESTERLY LINE OF SAID PARCEL AC TO A CORNER IN SAID WESTERLY LINE;

THENCE **SOUTH 87°08'03" WEST, 213.48 FEET** ALONG A WESTERLY SEGMENT IN SAID WESTERLY LINE AND ITS WESTERLY EXTENSION TO THE POINT OF BEGINNING;

CONTAINING 2.719 ACRES, SUBJECT TO EASEMENTS OF RECORD.

To: Jamison-Schmitz Funeral Homes Inc.
221 N Frderick Ave
PO Box 614
Oelwein Iowa 50662

For the sum of \$100,000.00, pursuant to the terms of the attached Offer to Buy and by this reference incorporated herein, with said property owner being solely responsible for the recording of the documents necessary to effectuate said transfer.

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

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

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 13th day of December, 2021.

Brett DeVore, Mayor

Attest:

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

Dylan Mulfinger, City Administrator

AYES NAYS ABSENT ABSTAIN

Recorded _____.

M Weber
Seeders
Cantrell
Fisk
Payne
Stewart

City Administrator

Resolution No. _____

Resolution Authorizing the Filing of a Project Scoping Application to the Iowa Homeland Security and Emergency Management for the FEMA Building Resilient Infrastructure and Communities Grant Program For Stormwater Capital Projects

WHEREAS, the Federal Emergency Management Agency (FEMA) in the U. S. Department of Homeland Security is offering a program known as Building Resilient Infrastructure and Communities (BRIC)Program; and

WHEREAS, the BRIC Program aims to shift the federal focus away from reactive disaster spending and toward research-supported, proactive investment in community resilience; and

WHEREAS, FEMA anticipates BRIC funding projects that demonstrate innovative approaches to partnerships, such as shared funding mechanisms, and/or project design; and

WHEREAS, the City of Oelwein carefully considers grant programs that assist the City in achieving projects and programs that are priorities for the community; and

WHEREAS, actions taken through this program may lower the impact of flooding in the downtown and improve stormwater management; and

WHEREAS, this grant program requires a 15 percent local match from the City of Oelwein which would be \$15,000 of other non-federal funds; and

WHEREAS, the City Council is committing to \$15,000 to support the FEMA Building Resilient Infrastructure and Communities Grant, specifically, Project Scoping

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OELWEIN, IOWA:

1. That the City Administrator is authorized to execute and file applications on behalf of the City of Oelwein with the U.S. Department of Homeland Security to aid in the financing of planning and design of a potential stormwater management program for Dry Run Creek
2. That the City Administrator is authorized to execute and file the Assurances and other documents the Federal Emergency Management Agency requires before awarding a Federal assistance grant or cooperative agreement.
3. That the City Administrator is authorized to submit additional information as the Federal Emergency Management Agency, or the Iowa Homeland Security and Emergency Management may require in connection with the application or project.
4. That the City Administrator is authorized to set forth and execute affirmative minority business policies in connection with the project.
5. That after certification of funds by the City Clerk, the City Administrator is hereby authorized to execute the grant agreement on behalf of the City of Oelwein and that their signature constitutes acceptance of the terms and conditions of the grant agreement.

Passed and approved this _____ day of _____, 2021.

Mayor Brett DeVore

Attest:

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

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

Dylan Mulfinger, City Administrator

AYES NAYS ABSENT ABSTAIN

Weber
Stewart
Cantrell
Fisk
Seeders
Payne

BRIC Project Scoping Activities

This program support material provides information about project scoping activities eligible under the State/Territory Allocation and Tribal Set-Aside of the Building Resilient Infrastructure and Communities (BRIC) program. As outlined in the BRIC Notice of Funding Opportunity, FEMA encourages the use of, and provides financial assistance for, project scoping as an eligible capability- and capacity-building (C&CB) activity.



Background

Project scoping activities are designed to develop mitigation strategies and obtain data to prioritize, select, and develop complete applications in a timely manner that result in either an improvement in the capability to identify appropriate mitigation projects or in the development of an application-ready mitigation project for BRIC or another funding opportunity.¹

Project scoping is the successor to Advance Assistance previously used in other Hazard Mitigation Assistance programs, such as the Hazard Mitigation Grant Program, Flood Mitigation Assistance grant program, and the Pre-Disaster Mitigation grant program. This change was made to align the name of the activity with the purpose of this project type. **As detailed below, activities previously eligible under Advance Assistance will remain eligible for project scoping under BRIC.**

The BRIC Notice of Funding Opportunity outlines how applicants can apply for funding to support project scoping activities; these subapplications need to be ranked along with the other allocation activities submitted by the applicant. **Project scoping activities are not eligible for funding under the BRIC National Competition.** Project scoping

¹ This definition is derived from the Advance Assistance description on page 22 of the [Hazard Mitigation Assistance Guidance](#) (HMA Guidance; 2015).



FEMA

activities are not subject to any funding limitations or caps, so long as they do not exceed the total allocation amount.

Activity Eligibility Criteria

As described in the BRIC Notice of Funding Opportunity:

C&CB activities must result in a resource, strategy, or tangible mitigation product that will reduce or eliminate risk and damage from future natural hazards, increase resiliency, and promote a culture of preparedness.

Subapplicants must provide a detailed explanation of the proposed project scoping activity, expected milestones, and planned deliverables to demonstrate the effectiveness and ultimate benefit of the activity. At closeout, applicants and subapplicants must also provide information and materials to detail the outcomes of the approved activities and deliverables stated in the subapplication.

Eligible Project Scoping Activities

The following list presents potential project scoping activities eligible under BRIC. This list is not exhaustive; subapplicants may have needs that extend beyond what has been included here. Additional examples of activities may be found in the HMA Guidance, as noted in the additional resources list below.

- Scoping and developing hazard mitigation projects and alternatives, including engineering design and feasibility studies
- Conducting meetings, outreach, and coordination with potential subapplicants and community residents to identify potential future mitigation projects
- Evaluating facilities or areas to determine appropriate mitigation actions
- Incorporating environmental planning and historic preservation considerations into project planning activities
- Collecting data for Benefit-Cost Analyses, environmental compliance, and other program requirements
- Conducting hydrologic and hydraulic studies for unmapped flood zones or other areas where communities propose to submit hazard mitigation projects
- Coordinating, scoping, and developing regional or multi-community hazard mitigation projects that require coordination to cohesively address resiliency and sustainability goals
- Utilizing third-party cost estimation services for project budgeting across subapplications
- Contracting services to address data consistency needs for other project application categories, such as environmental planning and historic preservation, cost-sharing mechanisms, and work schedules

Project Scoping Activities in FEMA GO

The FEMA Grants Outcomes (FEMA GO) management system will be used for the BRIC program and is where applicants and subapplicants submit, track, and manage all applications. This section provides a brief synopsis on

how to submit project scoping activity subapplications in FEMA GO under the annual BRIC State/Territory Allocation or BRIC Tribal Set-Aside, including information on selecting the correct activity type and an overview of the required narrative questions. More information on navigating the new FEMA GO system and the full application process can be found on the [Grants Guidance](#) webpage on FEMA.gov.

FEMA GO Information

- To begin a project scoping activity subapplication in FEMA GO, select the **“Project Scoping”** Subapplication Type.
- In the Scope of Work Section, select the Primary Activity Type that best describes your activity.
- Select a **Primary Community Lifeline**; if applicable, select secondary and tertiary lifelines as well.
- Q: *“Will it result in a complete project application for future funding opportunities?”*
 - Project scoping activities are intended to lead to future mitigation projects or project applications (though they may be for grant programs other than BRIC). Describe how your project scoping activity successfully achieves this outcome.
- Q: *“What are you doing to consider other risks in the project area?”*
 - Detail how your project scoping activity accounts for a range of risks within the area. Activities may include ancillary benefits outside of the primary hazard being mitigated. If the proposed subapplication does not cover more than one risk, this information can be provided here.
- In the Cost Effectiveness Section, select **“Not Applicable”**.

Additional Resources

The resources below provide additional information related to the BRIC program to assist applicants and subapplicants. More information can be found on the [FEMA BRIC webpage](#).

- BRIC Direct Technical Assistance Program Support Material
- BRIC Technical Criteria Program Support Material

Additional information about project scoping, formerly Advanced Assistance, consult the [Hazard Mitigation Assistance Guidance](#) (HMA Guidance; 2015).



Iowa CTP Real Time Technical Assistance

City of Oelwein, Fayette County, IA

01 November 2021

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Appendix B	6

Background

The City of Oelwein, Iowa, has experienced repeated and significant flooding along Dry Run Creek upstream of the railroad crossing, downstream of 2nd Avenue SW, and especially from the railroad crossing to 3rd Avenue NE (see Appendix A). The City has expressed an interest in mitigation measures that would reduce or eliminate the flooding in this reach. The Iowa DNR, as a FEMA Cooperating Technical Partner (CTP), has offered to develop high level mitigation solution(s) through Real Time Technical Assistance (RTTA).

Problem Statement

Development of three or more high level mitigation solutions that reduce or eliminate the flooding along Dry Run Creek upstream of the railroad crossing to 3rd Avenue NE. In addition, the solutions should work to avoid or minimize flooding from Dry Run Creek in the West Charles Street underpass.

Technical Approach

The major contributing factor to flooding along Dry Run Creek is the culvert under the railroad embankment that cannot handle the flow from the now urbanized areas upstream.

In discussions with the City of Oelwein, the following mitigation measures were put forth as possible solutions:

- Removal of 1st Avenue SW bridge
- Removal of parking deck North of W. Charles Street
- Reconfiguration and replacement of W. Charles Street bridge
- Storage in Wings Park
- Storage upstream in watershed

However, during our analysis we found that these measures taken cumulatively did not provide the desired reduction in floodplain extents upstream of the railroad culvert. The following additional measures were also taken into consideration:

- Deepening, widening, and concrete lining of Dry Run Creek from 2nd Ave SW to 3rd St NW.
- Deepening, widening, and concrete lining of Dry Run Creek from 4th St SW to the railroad culvert.
- Addition of flood wall (i.e., levee) along the south bank (i.e., left bank) of Dry Run Creek immediately upstream of the railroad culvert to prevent flows extending to properties to the south¹.
- Addition of flood wall (i.e., levee) along the north bank (i.e., right bank) of Dry Run Creek immediately upstream of the railroad culvert to prevent flows northward to the West Charles Street underpass¹.

The models and GIS shapefiles used in this analysis are provided for City of Oelwein use.

¹ The terrain between the Dry Run Creek Culvert and the West Charles Street underpass is flat and the levee is needed to keep the flow in the Dry Run Creek channel.

Summary of Alternatives

The various mitigation measures (see Figures in Appendix B) considered in the various alternatives are listed below.

Feature	Option										
	1	2	3	4	5	6	7	8	9	10	11
Increased railroad culvert size	✓										
Removal of 1st Ave SW Bridge		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Removal of parking deck North of W. Charles Street		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Reconfiguration & replacement of W. Charles Street Bridge		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Storage in Wings Park			✓								
Storage reservoirs upstream of Outer Rd				✓		✓	✓	✓	✓	✓	
Lined rectangular channel, upstream of railroad					✓	✓					
Deepened & Lined rectangular channel, upstream of railroad							✓	✓	✓	✓	✓
Deepened & Lined trapezoid channel, downstream of railroad									✓	✓	✓
Small flood wall on left side of channel upstream of railroad								✓			
Small flood wall on right side of channel upstream of railroad								✓		✓	
Recommended	X	X	X	~	X	~	~	✓	✓	✓	X

Resulting Flood Extents from Recommended Alternatives

The figures in the Appendix display the flood extents for the 1% annual chance flood for Options 8, 9 and 10. Additionally, the reduction in flows resulting from the scenarios with storage basins can be found below.

River Station	Option		
	Effective Flows (cfs)	Flows with Wings Storage (cfs)	Flows with Upstream Storage (cfs)
15074.01	1041	1041	620
13944.2	2195	2195	1206
10931.86	3165	3098	1987
5165.161	3328	3260	2194

Conclusions

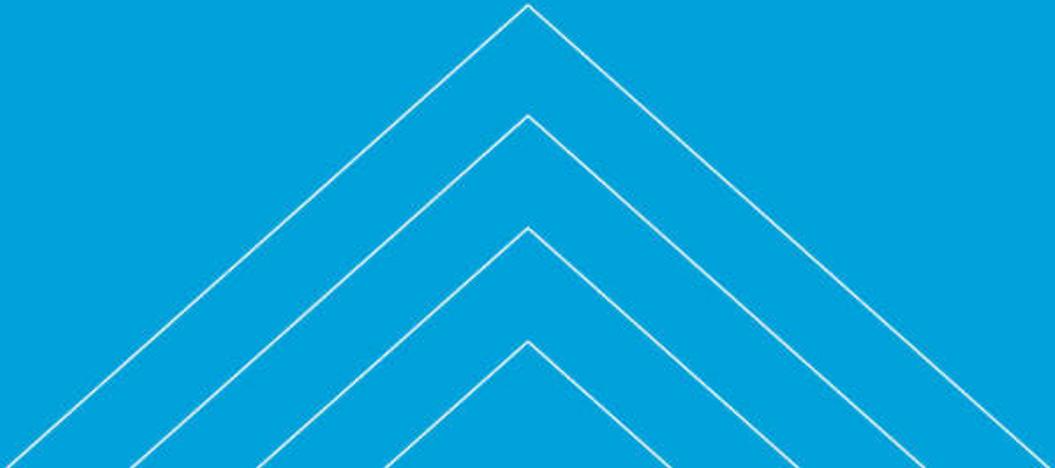
Urbanization in Oelwein upstream of the railroad culvert has resulted in increased runoff and exposed properties to flooding during frequent and infrequent flood events. Given the limitation of not being able to replace the railroad culvert, high level planning alternatives have been developed that address the flood hazard.

It is worth noting that the modeling used to develop these results are intended for a high-level planning discussion as opposed to design and construction. Additional detailed analyses to inform design decisions will be needed.

Furthermore, given the potential community acceptance of shallow flooding the identified measures may be further refined. For example, if a flood depth of 1.5 ft is acceptable then the levees identified for Options 8 and 10 may not be required.

Appendix A

(Source: City of Oelwein, Iowa)





PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

2016

CITY



WINGS



WINGS



WINGS



CITY



CITY



CITY



REDGATE





PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

2017

CITY



CITY



CITY



CITY



CITY



CITY





PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

CITY



CITY



CITY



DAM



DAM





PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

DAM



PLATT PARK - 1 INCH OF RAIN IN AN HOUR





PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

2018

FLOODING AT CITY PARK



FLOODING AT CITY PARK



CITY PARK FLOODING



CITY





PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

2019

WOODLAWN SPRING FLOODING



2020 + TORNADO

Diamond 1 – storm damage



City Park bridge



Diamond 1 fencing



City Park road



City Park road



Platt Park





1st Ave SW 10 block



2nd Ave SW to South Lot



150 to Chrysler Park

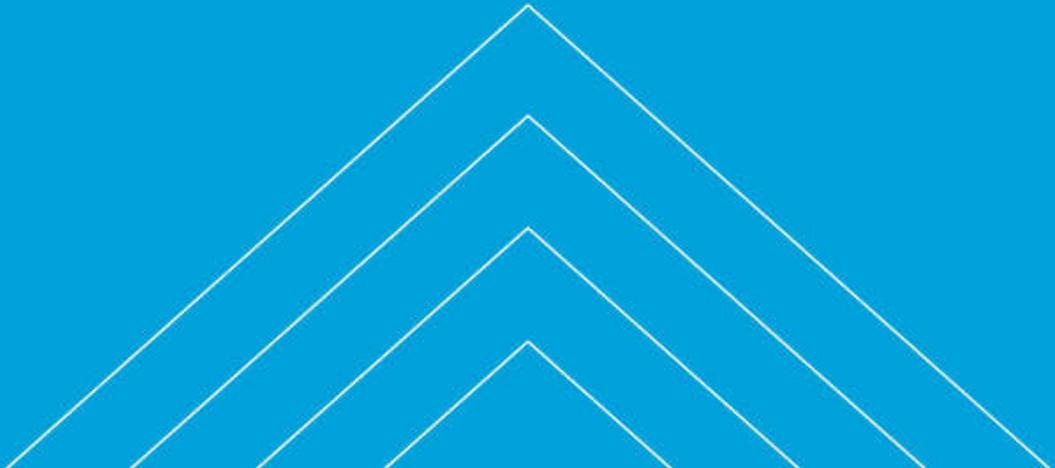


Viaduct

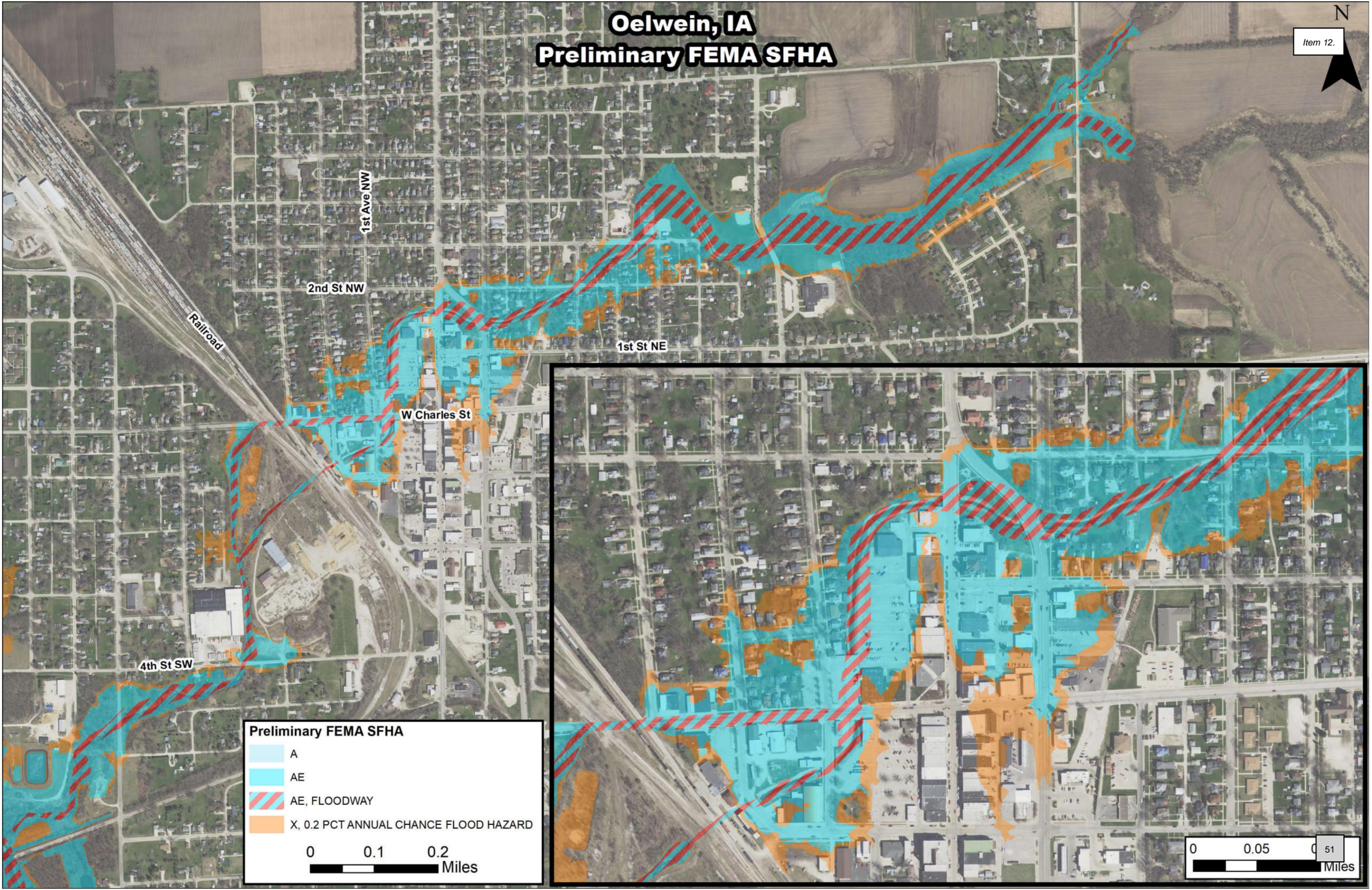




Appendix B



Oelwein, IA Preliminary FEMA SFHA



Preliminary FEMA SFHA

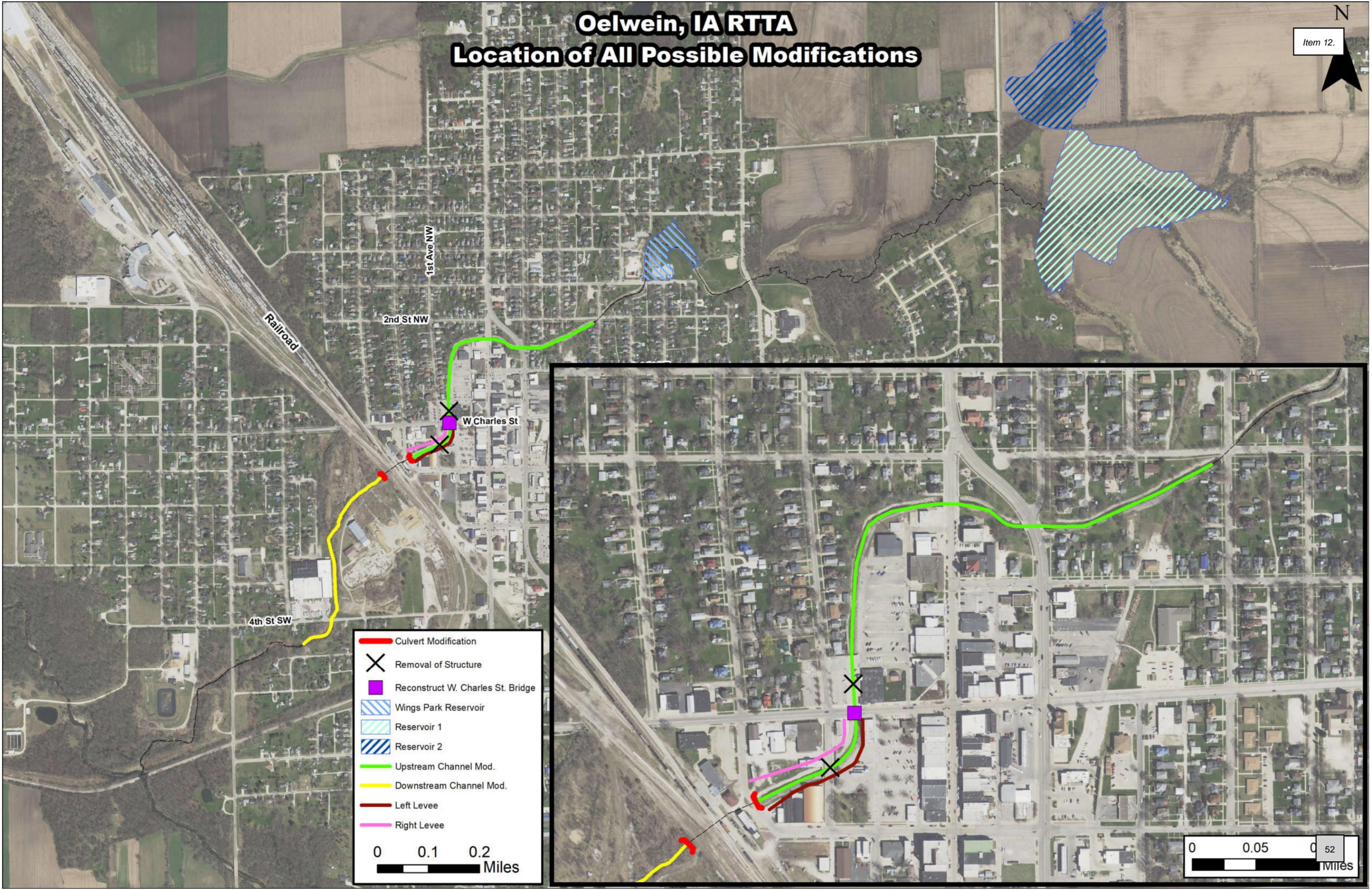
- A
- AE
- AE, FLOODWAY
- X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD

0 0.1 0.2
Miles

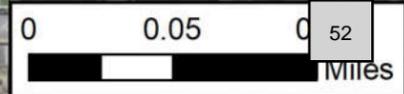
0 0.05 0.1
Miles

Oelwein, IA RTTA

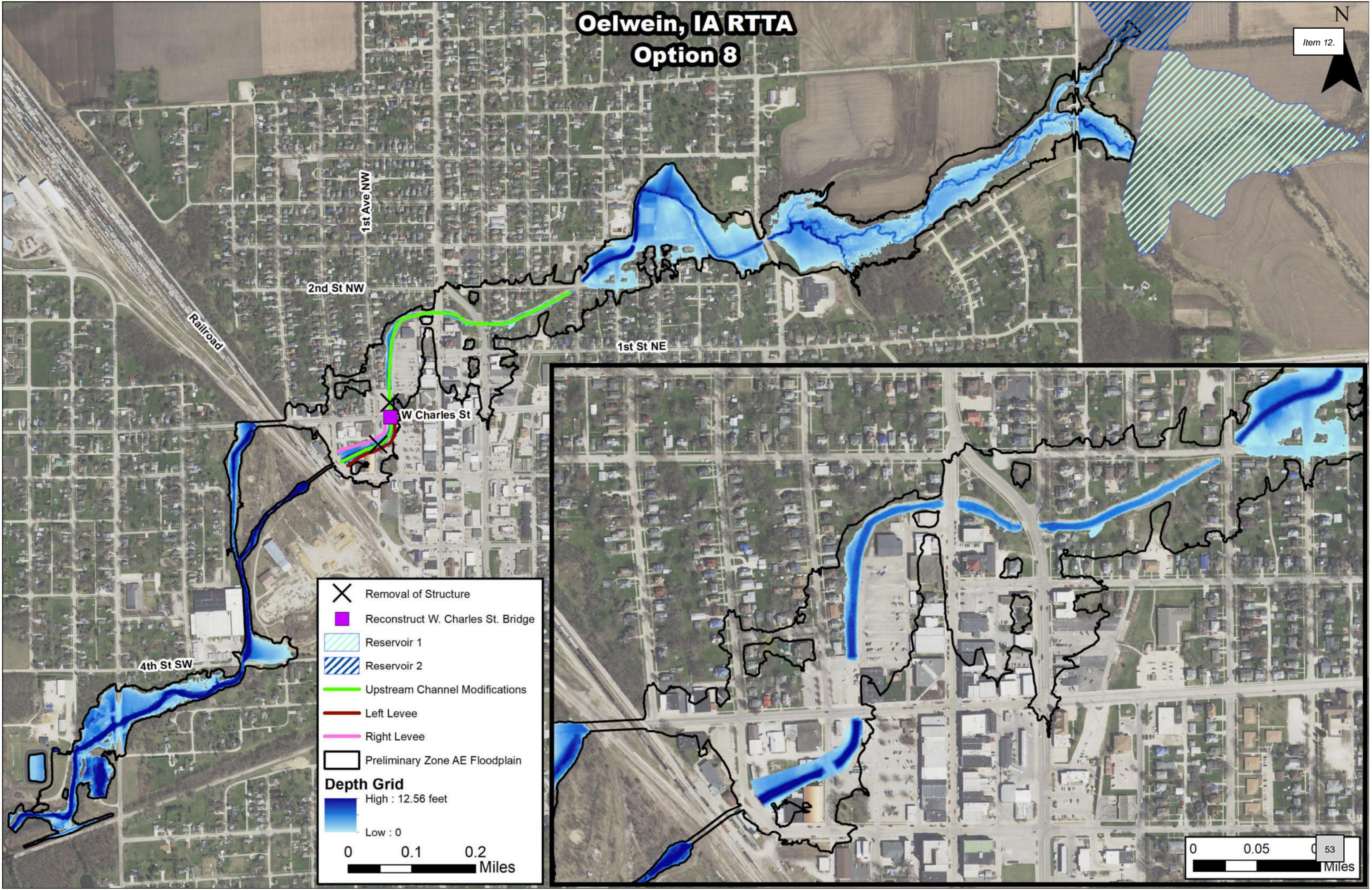
Location of All Possible Modifications



-  Culvert Modification
 -  Removal of Structure
 -  Reconstruct W. Charles St. Bridge
 -  Wings Park Reservoir
 -  Reservoir 1
 -  Reservoir 2
 -  Upstream Channel Mod.
 -  Downstream Channel Mod.
 -  Left Levee
 -  Right Levee
- 0 0.1 0.2 Miles



Oelwein, IA RTTA Option 8



Legend

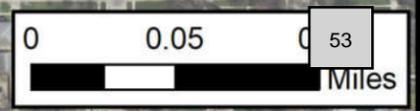
-  Removal of Structure
-  Reconstruct W. Charles St. Bridge
-  Reservoir 1
-  Reservoir 2
-  Upstream Channel Modifications
-  Left Levee
-  Right Levee
-  Preliminary Zone AE Floodplain

Depth Grid

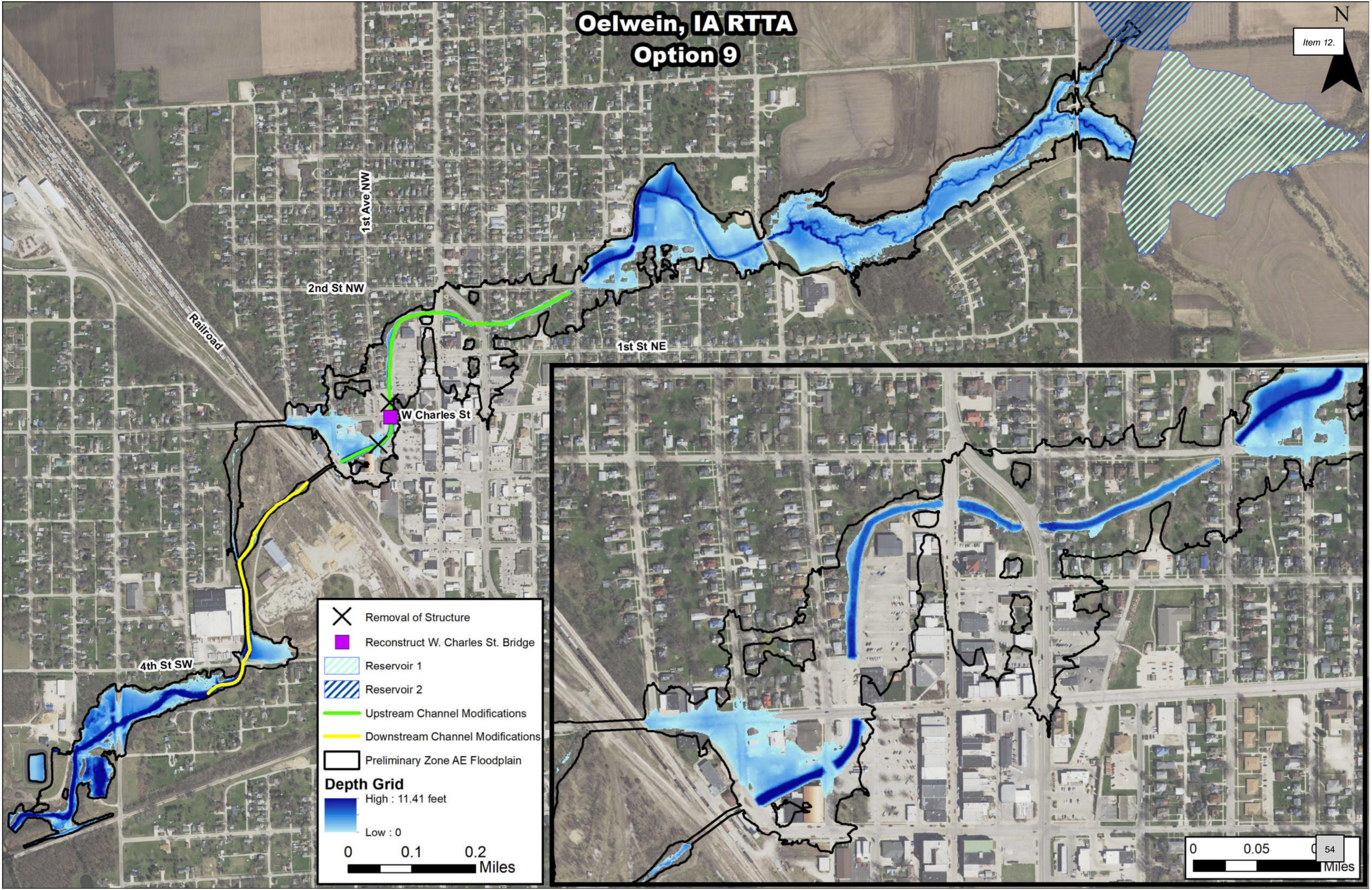
High : 12.56 feet

Low : 0

0 0.1 0.2 Miles



Oelwein, IA RTTA Option 9



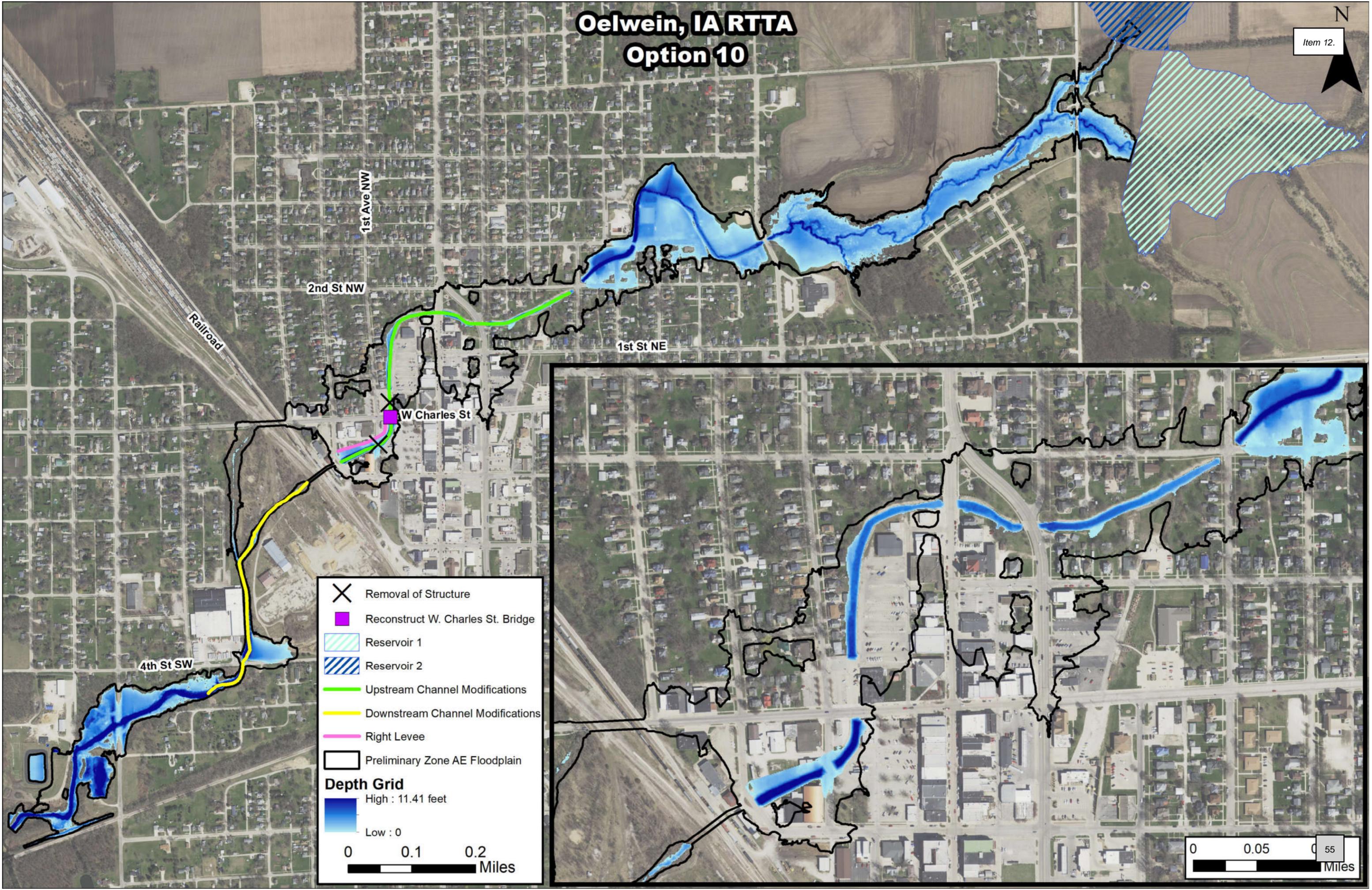
-  Removal of Structure
-  Reconstruct W. Charles St. Bridge
-  Reservoir 1
-  Reservoir 2
-  Upstream Channel Modifications
-  Downstream Channel Modifications
-  Preliminary Zone AE Floodplain

Depth Grid
High : 11.41 feet
Low : 0

0 0.1 0.2
Miles

0 0.05 0.2
Miles

Oelwein, IA RTTA Option 10



	Removal of Structure
	Reconstruct W. Charles St. Bridge
	Reservoir 1
	Reservoir 2
	Upstream Channel Modifications
	Downstream Channel Modifications
	Right Levee
	Preliminary Zone AE Floodplain
Depth Grid	
	High : 11.41 feet
	Low : 0
0 0.1 0.2  Miles	

0	0.05	0.55
 Miles		

MEMORANDUM

December 8, 2021

To: City of Oelwein
From: Nate Miller, Origin Design
Subject: Charles Street Viaduct Hazard Mitigation
Project No. 21135

Charles Street RR Viaduct**1. September 16, 2021 Bid Results**

- > Received one bid for \$291,268.
 - Several factors contributed to the higher than anticipated cost. The most significant component was the total volume of material that was included in the overhead removal bid item. Other factors included higher than anticipated trucking costs, railroad insurance requirements, and traffic control costs.

2. Cost Saving Measures

- > Overhead Removal: 100 SF
 - This will be performed on the areas of greatest need and will be limited to areas near the west end. The original 5,000sf quantity specified was intended remove any delaminated (hollow sounding) material that could become dislodged over the next several years and was further increased after limitations imposed by the railroad. The revised quantity will focus on the areas of greatest need and is intended to mitigate the risk of falling debris for the next calendar year.
- > Increasing the construction timeframe to 3-4 weeks will reduce the amount of equipment required to be mobilized to the site and reduce overall project costs.

3. Next Steps

- > Revise project plans and contract documents to allow for the project to be re-bid in early January 2022 to allow for construction to be completed in February 2022.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Airport Rescue Grant Transmittal Letter

November 29, 2021

Mr. Dylan Mulfinger
City Administrator
City of Oelwein
20 Second Ave. SW
Oelwein, IA 50662

Dear Mr. Mulfinger:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-19-0067-013-2022 for Oelwein Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e., the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than January 15**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Jeffrey D. Deitering, P.E.
Iowa State Planner



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 29, 2021

Airport/Planning Area Oelwein Municipal

Airport Rescue Grant No. 3-19-0067-013-2022

Unique Entity Identifier 946303674

TO: City of Oelwein
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Rescue Grant Application dated **November 04, 2021**, for a grant of Federal funds at or associated with the **Oelwein Municipal Airport**, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the **Oelwein Municipal Airport**, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to **Oelwein Municipal Airport** incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$32,000**, allocated as follows:

\$32,000	ARPA General [KW]
----------	-------------------

2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

- c. Close out and Termination.
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
 2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
 5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
 6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
 7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
 8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **January 15**, or such subsequent date as may be prescribed in writing by the FAA.
 9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.isf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**
- PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- Verify the non-Federal entity is eligible to participate in this Federal program by:
 - Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

- A. Associated with performance under this Airport Rescue Grant; or
- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. **Time Limitation for Submittal of a Complaint** — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States’ share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 29, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

City of Oelwein

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Iowa. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
 - b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
 - c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
 - d. Hatch Act — 5 U.S.C. 1501, et. seq.²
 - e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
 - f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
 - g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
 - h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
 - i. Clean Air Act, P.L. 90-148, as amended.
 - j. Coastal Zone Management Act, P.L. 93-205, as amended.
 - k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
 - l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
 - m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
-

- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
 - b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
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- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized

by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment

of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act
- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **City of Oelwein**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

- C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of November 04, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does

not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



To: Dylan Mulfinger, City Administrator
From: Public Works Superintendent Vic Kane
Reference: Airport Fuel System

Date: 12/2/21

Dylan,

I have received two estimates to upgrade the current fuel system at the Oelwein airport. Both installers quote a Petrovend system which will allow credit cards processing to purchase fuel 24/7. Thus, replacing the current system requiring someone onsite during transactions. Both systems require a managed network switch of which the first-year cost is included. After the first year, based on current pricing, this service is \$85.00 a month. This network will work over the airport's current internet service. Included in the estimates are needed repairs to the fuel emergency stop and other incidentals which will bring the system up to compliance. Basically, this is a turn key project excluding any unknown issues. I am asking for permission to spend an additional \$10,000. This is if needed for installation on our end. Also, for pricing over runs due to volatility of the current market. We could incur increases up until we place the order.

The two estimates are Dicks Petroleum at \$39,321.87 with Yant Equipment at \$44,181.87. I would recommend Dicks Petroleum estimate with the additional funds for \$49,321.87. The contract is ready for signature, if so approved.

Thank you for your time,

Vic Kane

From the Desk of
Public Works Superintendent Victor Kane



Dick's Petroleum Company

106 3rd Avenue PO Box 729 Tripoli, Iowa 50676

800-334-7867 Fax: 319-882-3499

www.dickspetroleum.com

“WE PUT SERVICE FIRST!”

October 26, 2021

Vic Kane
 City Of Oelwein
 20 2nd Ave. SW
 Oelwein, IA 50662
 O:319-283-5440
 C: 319-238-1153
 vkane@cityofuelwein.org

RE: Oelwein Airport EMV & privet card system

Vic,

All of us at Dick's Petroleum Company would like to thank you for the opportunity to quote this project for you. If you have any questions or if I can be of further assistance, please contact me.

Following is our revised estimate on a new PetroVend system that is EMV compatible to take Master Card/Visa and privet cards for your location at the Oelwein Airport. We will be utilizing your existing tanks, pumps, and equipment. We will be adding pulsers to your existing pumps.

Also included is the boring of underground pipe for the electrical portion of this project. You will need to provide the high-speed internet to operate this equipment and it must be installed and up and running before we do our installation.

You will need a managed network router for the EMV portion of the system, and that is through PetroVend that will cost you \$85.00* per month after the first year. The first year is included in this estimate.

The equipment is as follows:

PETROVEND PV300 EMV SYSTEM

- 1-PV300E Fuel island terminal with 7" touchscreen
- 1-EMV + mag stripe card reader
- 1-Secure numeric pin pad
- 1-One-year OASE processing/support fees
- 1-OASE host network onboarding fee
- 1-NBS Network OASE processing flag
- 1-DFS EMV terminal software
- 1-EDGE Gateway for ethernet-PetroVend conversion
- 1-Router for secure internal networking connections to EMV Terminal
- 1-48" pedestal
- 1-Pedestal PCM mounting bracket
- 1-PCM 2-hose master
- 1-Receipt printer
- 1-Misc. cables and adaptors
- 1-Phoenix SQL Lite software
- 1-Phoenix SQL startup fee/tech support
- 2-Pulsers for existing pumps
- 1-Freight

PETROVEND TOTAL **\$22,309.09***

INSTALLATION

- Work with our subcontracted electrician to bore and install underground conduit to the existing pump area.
- Install wiring to operate system
- Get E-Stop functional
- Install new PetroVend equipment
- Work with electrician to wire new PetroVend equipment
- Program new PetroVend equipment
- Install pulsers on your existing 2 pumps
- Install new motor and switch on Jet A reel
- Test operation of new equipment
- Train on new equipment
- General cleanup

INSTALLATION TOTAL

\$17,012.78*

Item 15.

ESTIMATE TOTAL

\$39,321.87*

*Price does not include monthly contract for managed network after the first year, sales tax and Dick's Petroleum Companies terms and conditions apply. Internet and network must be up and running on the day of installation or you will be charged extra.

TERMS AND CONDITIONS

This quotation is good for 30 days and then is subject to supplier price increase. To make sure these prices are still current, call for verification. Any vendor price increases will be forwarded on to the customer with a reasonable markup. We may withdraw this quotation if not accepted within 60 days.

The equipment bid in this quotation carries the manufacturer's warranty only, which will be passed from the seller to the buyer according to the manufacturer's policy. No other warranties are either expressed or inferred.

Only non-union labor is figured in our final quotation price. If for some reason union labor is required, the difference between the cost of non-union and union labor will be the responsibility of the customer.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and or specifications submitted for the above work and completed in a substantial skillful manner for the sum of Thirty-nine thousand three hundred twenty-one and 87/100 dollars (\$39,321.87) plus sales tax.

With payment as follows: Invoicing will begin upon receipt of equipment to Dick's Petroleum Company. Progressive billings will be made not to exceed labor, equipment and services to date. Delivery to our plant for the purpose of convenience and or coordination shall be considered "delivery for billing purposes." Balance due 10 days after invoicing. 1 1/2% per month financing charges, starting the 11th day, will apply to past due accounts and also reasonable legal fees in event of default by either party. This agreement shall be deemed to have been made in Bremer County, Iowa, and, if a dispute arises between

the parties hereto, it is agreed under the terms and provisions of this agreement that the laws of the state of Iowa shall govern and that any litigation will be in the Bremer County District Court.

Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. The state construction registry provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property.

The state construction registry can be found at www.sos.iowa.gov/mnlr, and the toll-free telephone number for the state construction registry is 888-767-8683.

All quotations based on normal conditions. In the event any of the following are encountered and are not made known, Dick's Petroleum Company shall not be held responsible: underground structures, cables, conduits, water, sewer, telephone lines, or any other unknown. Under no circumstances will Dick's Petroleum Company be held responsible for cave-ins, unusual water table levels, sandy soil, rocks, or any developments not encountered under normal circumstances. Any unforeseen problems, changes, alterations, or deviations, to the above-submitted bid, will be done on a time and material basis. Expenses incurred due to inclement weather will be passed onto the customer. Dick's Petroleum is not to be held liable for any state or local laws that may change once contract has been signed. These changes will be billed at time and material. The attached bid is only good on final approval of State Fire Marshall, or other state and or local agencies where applicable. Trade-in of old equipment is figured into this estimate.

Respectfully Submitted,

Michael R. Sprague, Pres

ACCEPTANCE OF PROPOSAL

Item 15.

The above prices, specifications and conditions, are satisfactory and are hereby accepted. You are authorized to do this work as specified. Payment will be made as outlined above.

Print name: _____

Signature: _____

Date: _____

11/15/2021

Vic Kane
City of Oelwein
20 2nd Ave. SW
319-283-5440 Office
319-238-1153 Mobile
vkane@cityofelwein.org

Dear Vic,

Thank you for considering Yant Equipment for your Reliable Fueling Solutions. We appreciate the opportunity to provide you with this proposal.

Reliable Fueling Solutions at affordable pricing is what our customers desire. We recognize this and have a strong commitment to providing it. As a result, Yant Equipment has enjoyed continued growth and success for over 60 years.

I have prepared the following equipment below to meet your current needs. The new PetroVend system is EMV capable and complies with all Mastercard/Visa and proprietary cards for the Oelwein Airport. The additions of pulsers would be needed. All tanks and their respective ancillary equipment will be reused if possible.

Yant Equipment will provide trenching and boring services for underground pipe to install new needed electrical connections. It is the responsibility of the customer to provide and pull new wire as needed to power and allow for system communication. All electrical connections and communication must be in working condition before project will commence to its second phase. EMV encryption requires a manager network switch for communication and compliance. This switch is provided through the PetroVend Network. The first year's services regarding the network switch are included in its price. After 1 year the monthly charge will be approximately \$85.00 each month.

PV300 System EMV READY

- PV300 Pedestal with 7" Touchscreen
- EMV and Mag Strip Reader
- Secure pin pad
- 1-year OASE process/support
- OASE/NBS onboarding and process fees
- Dover Fueling Solutions EMV terminal Software
- Edge Gateway P.C.

- Router/Switch
- Pedestal, Mounting Bracket and 2 hose PCM
- Receipt printer
- Phoenix SQL Lite and Startup
- Pulsers for pump to pedestal for communication

Total Equipment Cost - \$25,066.39
(Total Does NOT include Surcharges, Freight, and/or any applicable taxes)

Yant Equipment will trench and bore as needed to the existing tanks and install underground pipe for electrical conduit. Wire new OPW PV300 system. Yant will turn-key the installation, troubleshoot, train on all system wiring and useability.

Items to be consider in addition would be:

- Repair of existing Emergency Stop
- New installation of any switches or controls related to any other pumps or equipment

Total Installation Labor Turn-key ready - \$19,115.48

Projected Quote Estimate - \$44,181.87

All network and/or communication functions are the responsibility of customer. If the project scope exceeds normal man hours related to excess trouble shooting or environmental causes regular hourly rate will apply (\$100.00 per hr.). Any additional mileage, trips or travel time may apply.

Sincerely,
Nick Shanno



NICK SHANNO
OPERATIONS MANAGER
Nshanno@yantequipment.com
Office 402-345-6045
Cell 402-681-1557

2209 N 15TH ST EAST | 7890 N 56TH ST
OMAHA, NE 68110 | LINCOLN, NE 68514

YANTEQUIPMENT.COM



To: Honorable Mayor & Oelwein City Council
From: Public Works Superintendent Vic Kane

CC: Dylan Mulfinger, City Administrator

Reference: City Fuel System

Date: 12/8/2021

Greetings:

The city is having serious issues with the fuel site card system. Obtaining billing information from the obsolete computer is becoming near impossible. After the last incident, we are now living on borrowed time. I have received estimates to replace the current Petrovend system. This system will integrate, (when the city upgrades), to an above ground system from the current UST (underground storage tank) site. It will consist of a new pedestal stand, updated software with internet capability. Thus, getting us away from the limitations of the current phone line required system.

The estimates do not include onsite work which may need to occur. I would also request up to another \$10,000 for work needed for completion. We may also see increases in the cost of equipment as these prices will not be set until the order is placed. This is may not occur until in the spring due to delivery and effects of weather, on required repairs.

The two estimates are Dicks Petroleum at \$15,598.71 and PIPECO at \$17,598.71. I would recommend Dicks Petroleum estimate with the additional funds for authorization up to \$25,598.71. The contract is ready for signature, if so approved.

Thank you for your time,

Victor Kane
319-283-1197

From the Desk of
Public Works Superintendent Victor Kane



PARTNERS IN PETROLEUM EQUIPMENT CO.
610 29TH Street * Bettendorf, Iowa 52722 * Phone (563) 344-0700

December 8, 2021
Quote#21-O30
Page 1 of 2

City of Oelwein
C/O Vic Kane
20 2nd Ave. SW115 31St Ave.
Oelwein, IA 50662

RE: New Petrovend Card system -City Shed

Dear Kane,

PIPECO and I are pleased to quote the following for your approval, based on the information that was provided:

DISPENSERS & ACCESSORIES

Existing to Remain

POS-PUMP CONTROL SYSTEM PV200PRO

- 1 –PV FSC3000 Site controller
- 1 –PV FSC 3000 SQL software windows based reports
- 1 –PV Pedestal 48" and anchor bolts
- 1 -PV Phone support for SQL software
- 1 –PCM mounting bracket and Master
- 1 – Reader with Cables and adapter

TOTAL POS PUMP CONTROL	\$13,601.00*
*Plus applicable taxes	

INSTALLATION:

- Remove existing K800 Petrovend system
- Set new PV200PRO
- Electrical based on using existing wires
- Program PV system, Work with City IT guy to upload software
- Start-up and training on all equipment Travel , mileage & Expenses

TOTAL INSTALLATION	\$3,997.71*
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December 8, 2021
Quote#21-O30
Page 2 of 2

TOTAL EQUIPMENT AND INSTALLATION \$17,598.71*
*(Plus applicable taxes)

OWNER RESPONSIBLE FOR:

- Removal of contaminated soils if applicable
- Provide a PC for software, provide internet access at site
- Taxes if applicable
- Any electrical not in scope of work.

Thank you for the opportunity to be of service to you. If there is any additional information that you would like concerning this proposal, please do not hesitate to call me at 563-344-0700.

Sincerely,
PIPECO, INC.

Arthur W. Wentworth

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions, are satisfactory and are hereby accepted. You are authorized to do this work as specified. Payments will be progress payments as equipment arrives.

Owner or Authorized Representative:

Title_____

Signature:_____Date:_____2021



Dick's Petroleum Company

106 3rd Avenue PO Box 729 Tripoli, Iowa 50676
800-334-7867 Fax: 319-882-3499

www.dickspetroleum.com

December 7, 2021

Vic Kane
City of Oelwein
20 2nd Ave. SW
Oelwein, IA 50662
O:319-283-5440
C:319-238-1153
vkane@cityfoelwein.org

RE: Upgrade PetroVend at City Shed

Vic,

All of us at Dick's Petroleum Company would like to thank you for giving us the opportunity to quote this project for you.

Following is our estimate on a new PetroVend PV200 Pro system for your location in Oelwein Iowa. You can go to the following link and look at the PV200: https://www.opwglobal.com/docs/libraries/opw-fms/sales-literature/data-sheets/petro-vend-200-data-sheet-02102017.pdf?sfvrsn=403b8ec4_8

or to look at the software go to:

<https://www.opwglobal.com/products/us/fuel-management-systems/fuel-control/phoenix-sql-lite/phoenix-sql-lite-software-streamlines-reconciliation-and-data-management>

The equipment is as follows:

PETROVEND EMV PV200PRO

Bid #120721MRS65-4

1-External FSC3000 site controller
 1-SQL Lite software
 1-SQL lite factory phone direct help desk
 1-PV200 Fuel island terminal
 1-48" Pedestal
 1-PCM mounting bracket
 1-PCM master
 1-Reader
 1-Misc. cables and adaptors
 1-Freight

INSTALLATION

- Remove existing K800 PetroVend system
- Work with our electrician to install new PetroVend equipment using existing wires and conduits
- Program new PetroVend equipment
- Work with your IT person to get software loaded and internet working
- Test operation of new equipment
- Train on new equipment
- General cleanup

ESTIMATE TOTAL **\$15,598.71***

*Dick's Petroleum Companies terms and conditions apply, and price does not include:

- Pulling or installation of any new wires, junction boxes, or conduits
- Sales tax
- Internet and network must be up and running on the day of installation or you will be charged extra. We will need your IT person on site the day of installation.
- Computer to operate fuel control system.
- Internet equipment or cables to run new equipment.

TERMS AND CONDITIONS

All quotations are good for 10 days and are subject to supplier price increases. To make sure these prices are still current, call for verification. Any vendor price increases will be forwarded on to the customer with a reasonable markup. We may withdraw this quotation if not accepted within 10 days.

The equipment bid in this quotation carries the manufacturer's warranty only, which will be passed from the seller to the buyer according to the manufacturer's policy. No other warranties are either expressed or inferred. Trade-in of old equipment is figured into this price.

Only non-union labor is figured in our final quotation price. If for some reason union labor is required, the difference between the cost of non-union and union labor will be the responsibility of the customer.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and or specifications submitted for the above work and completed in a substantial skillful manner for the sum of Fifteen thousand five hundred ninety-eight and 71/100 dollars (\$15,598.71) plus tax.

With payment as follows: With payment as follows: \$6,000.00 in advance with signed contract and letter of credit from you lending institution. Invoicing will begin upon receipt of equipment to Dick's Petroleum Company. Progressive billings will be made not to exceed labor, equipment and services to date. Delivery to our plant for the purpose of convenience and or coordination shall be considered "delivery for billing purposes." Balance due 10 days from invoice with 1 1/2% per month financing charges, starting the 11th day of the month, will apply to past due accounts and also reasonable legal fees in event of default by either party. If any extra parts or labor are required for installation, this amount will be added to the last payment. This agreement shall be deemed to have been made in Bremer County, Iowa, and, if a dispute arises between the parties hereto, it is agreed under the terms and provisions of this agreement that the laws of the state of Iowa shall govern and that any litigation will be in the Bremer County District Court.

Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct

contractual relationship with the owner. The state construction registry provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property.

The state construction registry can be found at www.sos.iowa.gov/mnlr, and the toll-free telephone number for the state construction registry is 888-767-8683.

All quotations based on normal conditions. In the event any of the following are encountered and are not made known, Dick's Petroleum Company shall not be held responsible: underground structures, cables, conduits, water, sewer, telephone lines, or any other unknown. Under no circumstances will Dick's Petroleum Company be held responsible for cave-ins, unusual water table levels, sandy soil, rocks, or any developments not encountered under normal circumstances. Any unforeseen problems, changes, alterations, or deviations, to the above-submitted bid, will be done on a time and material basis. Expenses incurred due to inclement weather will be passed onto the customer. Dick's Petroleum is not to be held liable for any state or local laws that may change once contract has been signed. These changes will be billed at time and material. The attached bid is only good on final approval of State Fire Marshall, or other state and or local agencies where applicable.

Respectfully Submitted,

Michael R. Sprague
President

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do this work as specified. Payment will be made as outlined above.

Print company name: _____

Print name: _____

Signature: _____

Date: _____

UV System Repair Quote

Project Name:	Oelwein IA
Proposal Number:	GUV012-101054
Date:	November 17, 2021

Prepared by:	Romeo Vela Director of Engineer Products
Email	romeo@glascouv.com
Mobile	973-634-0903

Represented by:	Kevin Guy
Company	Haynes Equipment
Email	kguy@haynesequip.com
Phone	913-626-8786
Website	https://haynesequip.com/

Project type	Municipal Wastewater
Type	Vertical open channel
System name	LAVA-30-AM300
Lamp type	Low pressure high output amalgam 320 watt
Flow rate range	



Benefits of VC-A300

- Easy lamp change
- Low pressure high output lamps – 13,000 hours (amalgam)
- No underwater seals
- Flow pacing
- Automatic cleaning

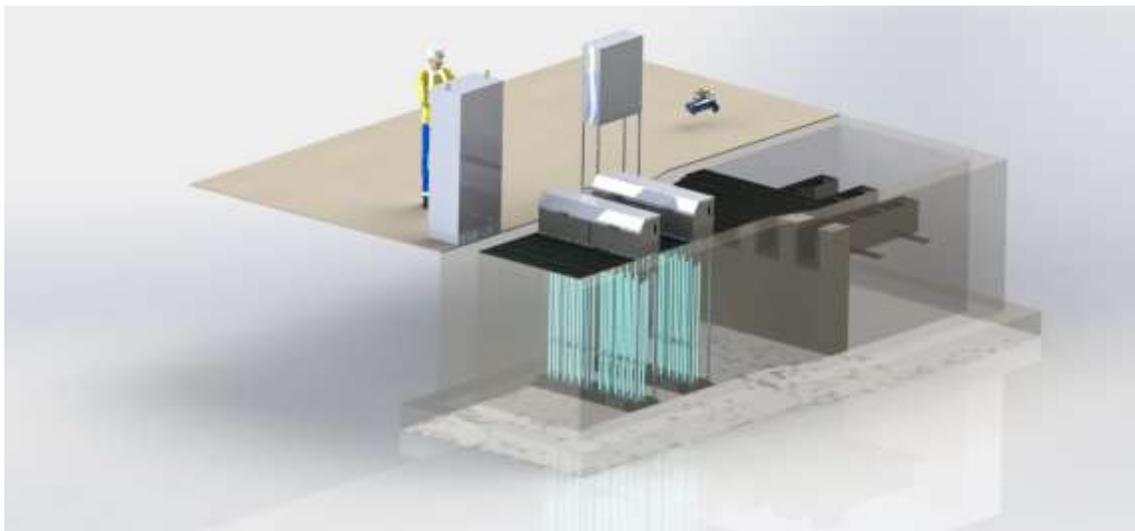
Typical Equipment

- Vertical UV modules
- Ballast Control Center (BCC)
- System Control Center (SCC)-PLC
- Automatic quartz cleaning
- UV monitoring

By others

- Isolation gates
- Integration
- Concrete work





Scope of Supply

Qty **Description**

One (1) Refurbish existing system. Oelwein will ship the UV system back to Glasco UV.
The town pays for shipping to Glasco. The system will be evaluated, and every measure will be taken to return the system to full functionality. The modules will be stripped, cleaned and all worn parts replaced. The power supply including the PLC will be tested and components will be replaced on a per need basis. If a new PLC and or HMI is needed the work will include reprogramming. The air compressor and channel bracketing, or weir do not need to be returned. The town pays for the return shipping.

One (1) If the system is deemed to be past the point of fixing, or if the price of the repair exceeds the price of a new system then a new system will be provided to Oelwein. The new UV system will have the same capacity of the existing UV system.
Glasco will run the project under our customer loyalty program and deliver the new UV System at a 50% discount.

New system deliverables

Two (2) VC-10-A800 Module per channel, a vertical module with automatic cleaning and low-pressure high intensity amalgam lamps. Each module will have 10 lamps organized in 2 groups of 5 lamps. Each bank can be dimmed or shutoff for turndown functionality.

One (1) Shared Ballast Control Center (BCC) and System Control Center (SCC)
304 SS air conditioned, modified Nema 4X.

System Control Center (SCC) Allen Bradley PLC with color touch screen HMI, with bank pacing and Dimming. Lamp status and alarms displayed. Ethernet in/out.



Spares

2	UV Lamps
2	Quartz sleeves
1	Ballasts
5	Seals and wiper rings
1	Operator's kits with face shield
3	Operation Manuals

Commercial Offering

TERMS: Net 30 days 10% upon approved drawings
80% upon equipment delivery (or upon notification of ready and holding)
10% upon start-up or within six (6) months from delivery, whichever first

FREIGHT:

SUBMITTAL:

DELIVERY:

SITE START-UP: Included

TRAINING: Included

PRICE: By Haynes

NOTES

- GLASCO UV's proposes to furnish materials and/or equipment for the above project. Any items not shown above as detailed under 'SCOPE OF SUPPLY', or other attachments to this proposal, are EXCLUDED.
- Any order resulting from this proposal is subject to the GLASCO UV's Standard Terms of Sale in addition to the following understandings:
 - Prices noted will be held valid for a period of 90 days from the date of the proposal.
 - Prices are in US Dollars.
 - Local or state taxes are not included in this proposal.
- Please send all purchase orders to Glasco UV, 126 Christie Street, Mahwah, NJ 07430.

Items not included in our scope

- Ventilation/air conditioning of shelter for electrical cabinet(s) to maintain indoor temperature below 104 F (if applicable; see actual temperature limit for control cabinet).
- Structure above UV modules to protect from direct heat as well as from inclement weather.
- Mechanical installation labor for installing equipment, cabling and instrumentation.
- Lightning surge protection and electrical ground connection.
- Valves for isolation of individual systems for dose pacing and/or maintenance/cleaning purposes
- Unloading of components supplied by GLASCO UV.
- Placement in storage of all components supplied by GLASCO UV.
- All required equipment, labor, analysis, etc. for any on-site biological performance tests that may be required (regular support for operational tests is provided).
- Supply and installation of electrical conduit and wiring for power supply and controls of UV system.
- Any civil and/or mechanical work required to support or install the UV system or its associated controls. This includes concrete pads.
- Power surge protection and lightning strike protection devices to be provided by contractor.
- All transformers, circuit breakers and disconnect devices prior to the UV system enclosures are to be provided by electrical contractor (in some cases the transformer is provided by Glasco).
- Labor and installation of UV modules, electrical enclosures, compressor and PLC.
- Contractor to supply stainless steel anchor bolts for component installation.
- Sun shields for all electrical enclosures. This is to prevent thermal gain resulting from exposure to direct sunlight. (Not needed if installed indoors)
- If supplied, remote signal communication to the SCADA system including language/protocol conversion software and hardware as



required. Data retrieval of information from the PLCs is the responsibility of the SCADA system provider or integrator. This includes integration of flow signals.

Warranty

The warranty period is 18 months from date of delivery and 12 months from date of the Certification of Substantial Completion whichever comes first. It covers all failures due to defects in material and/or workmanship excluding consumables (see separate lamp and ballast warranties below).

This warranty shall not apply to any failure or defect which results from the Equipment not being operated and maintained in strict accordance with instructions specified in Glasco UV's Instructions Manual or which results from mishandling, misuse, neglect, improper storage, improper operation of the Equipment with other equipment furnished by the Customer or by other third parties or from defects in designs or specifications furnished by or on behalf of the Customer by a person other than Glasco UV. In addition, this warranty shall not apply to Equipment that has been altered or repaired after start-up by any one except:

- Authorized representatives of Glasco UV, or
- Customer acting under specific instructions from Glasco UV.

Customer must notify Glasco UV in writing within 5 days of the date of any Equipment failure. This notification shall include a description of the problem, a copy of the operator's log, a copy of the Customer's maintenance record and any analytical results detailing the problem. If Customer has not maintained the operator's log and maintenance record in the manner directed in the Operation and Maintenance manual, or does not notify Glasco UV of the problem as specified above, this warranty may, in Glasco UV's discretion, be invalid.

Customer will fully cooperate with Glasco UV, in the manner requested by Glasco UV, in attempting to diagnose and resolve the problem by way of telephone support. If the problem can be diagnosed by telephone support and a replacement part is required, Glasco UV will either, at Glasco UV's expense, ship a repaired, reworked or new part to the Customer who will install such part as directed by Glasco UV or will direct Customer to acquire, at Glasco UV's expense, such part from a third party and then install such part as directed by Glasco UV.

This warranty is the exclusive remedy of the Customer for all claims based on a failure of or defect in the Equipment, whether the claim is based on contract (including fundamental breach), tort (including negligence), strict liability or otherwise. This warranty is lieu of all other warranties whether written, oral, implied or statutory. Without limitation, no warranty of merchantability or fitness for a particular purpose shall apply to the Equipment.

Lamp Warranty

Each low pressure, high output lamp is guaranteed for 13,000 hours operating time under normal operating conditions. Normal operating conditions include:

- On/off cycles max. 4 per 24 operating hours,
- Voltage fluctuations according to DIN IEC 38.

In case of premature lamp failure, the client is requested to send the lamp back to Glasco UV together with the information of UV unit serial number, hours run and on/off cycles. Glasco UV then offers the following:

- Lamp failure before 9,000 h: Glasco UV will send a replacement lamp free of charge,
- Lamp failure after 9,000 h: Glasco UV will issue a credit proportional to the hours not used.

Upon return to our facilities in Mahwah, NJ, we will dispose/recycle all used and failed lamps at no charge to the client.



To: Honorable Mayor & Oelwein City Council
From: Public Works Superintendent Vic Kane

CC: Dylan Mulfinger, City Administrator

Reference: UV disinfection refurbish or replacement

Date: 12/2/2021

Greetings:

The ultraviolet light disinfection system has been slowly failing due to age. We had requested in our CIP to replace the system in 2022. At that time the system had two functioning units. As fate would have it, we lost the PLC (Primary Logic Controller) for one of the units. The program was found to be antiquated and the PLC could not be replaced. The product representative quoted increases and the budget amount increased to \$165,000. Based on one faltering but physically operable and the other fully functioning, we moved forward to budget the replacements in 2023.

Our gamble did not pay off as we lost the other unit PLC this disinfection season. We were able to make these units work to meet our state permit, but they were operating inefficiently. Due to the fact we cannot lose this system and it must be operational by March; we have moved to expedite this purchase. Through some internal changes with the supplier, we received great pricing and time frames direct from the home office. They reviewed our system and have proposed to repair (or replace) for a maximum cost of \$48,000. The Integrator time, electrical, installation, site modification, shipping etc. are estimated to be \$20,000. Due to the challenging situation, this has been fast tracked based on the 3-month completion window we are now facing. I am respectfully requesting the council approve this transaction up to a cost of \$68,000.

Regards,

Vic Kane

From the Desk of
Public Works Superintendent Victor Kane



City of Oelwein
Airport Board
November 18, 2021

The November 18, 2021 meeting of the City of Oelwein Airport Board was called to order at 6:30 by Chairman Bryan.

Present: Nations, Woodraska, Bryan, Bagge
Also Present: Council Liaison Stewart, FBO Tegeler
Absent: Tuchscherer

- Approve Minutes A motion was made by Woodraska, seconded by Bagge to approve the minutes of the September 6, 2021 meeting. All voted aye.
Motion Carried
- FBO Report Tegeler reported he worked on cleaning up storm damage. He removed the cement pad and power pole and took down the NDB shed. Fire Extinguisher checks were also completed. It was noted several extinguishers were outdated and replaced as required.
- A hangar has been rented to a retired National Guard helicopter pilot.
- Tegeler reported he met with Kyle Rich of Crop Care by Air and City Administrator Mulfinger to discuss Rich's plan for improvements to his operation at the airport that may possibly include a hangar and loading area. Bryan requested the full board be involved to discuss future plans at some point.
- Crop Spraying Tegeler was questioned how much fuel was sold during the season. Tegeler believed it to be around 34,000 gallons and said every year is different.
- Wind sock Woodraska noted the invoice from Voltmer was in excess of \$6,000 for replacing the light on the wind sock. He believed it was new about five years ago.
- Bagge asked if an itemized bill for the repair was received. Stewart mentioned emergency funding from the State could have help with the costs but believes the money needed to be applied for prior to repairs being made. It was requested the Airport Manager look further into the matter for possible funding and future needs.
- Crack Sealing/Fuel Bryan reported Aecom Engineers has been hired for the project. He also
Card Reading System stated bids have been received for the fuel card reader system and may possibly be reviewed at the next council meeting.

FY 2022/2023 Budget Discussion was held on the Fiscal Year 2022-2023 budget request. Tegeler prepared a draft request by reviewing budgeted amounts and percentages used. It was noted the equipment is aging, the tractor is a 2006 model and has 2000 hours and utility (electric and lp) costs are going up.

The contract line request is \$38,500 to try to bring it back close to where it was.

Other costs considered are the crack sealing project, rehabilitation of the power shed, and repainting of the runway and ramp.

A motion was made by Bagge, seconded by Nations to submit the budget request as discussed. All voted aye.

Motion Carried

Next Meeting January 20, 2022 at 6:30 was scheduled for the next meeting.

Adjourn A motion was made by Woodraska, seconded by Nations to adjourn at 7:07 P.M. All voted aye.

Motion Carried



Dillon Law PC

209 E 1st Street
Sumner, Iowa 50674

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

INVOICE

Invoice # 9472
Date: 12/03/2021
Due Upon Receipt

City of Oelwein nuisance/abatement work

nuisance/abatement work 657A's

Type	Date	Notes	Quantity	Rate	Total
Service	11/02/2021	update with Jay re status of Wright and Winters Matters, attention to magistrate court issues	0.50	\$139.16	\$69.58
Service	11/03/2021	Email sample to Leo atty	0.25	\$139.16	\$34.79
Service	11/07/2021	review filings adjust edms list,	0.40	\$61.90	\$24.76
Service	11/22/2021	email traffic on Greg Bryan questions	0.35	\$139.16	\$48.71
Service	12/01/2021	attention to directive on 218 3rd st	0.25	\$139.16	\$34.79
Service	12/02/2021	, beacon search, email to abstract office request lien search	0.30	\$61.90	\$18.57
				Total	\$231.20

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
9472	12/03/2021	\$231.20	\$0.00	\$231.20
			Outstanding Balance	\$231.20

Total Amount Outstanding \$231.20

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



Dillon Law PC

209 E 1st Street
Sumner, Iowa 50674

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

CityOelwein

Oelwein City Attorney

INVOICE

Invoice # 9473
Date: 12/03/2021
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Expense	11/01/2021	Reimbursable expenses: service fee on Gary Wright for small claims	1.00	\$117.86	\$117.86
Expense	11/02/2021	Reimbursable expenses: Recording fee for Dollar General docs	1.00	\$68.00	\$68.00
Expense	11/02/2021	Reimbursable expenses: Bender recording fee	1.00	\$29.00	\$29.00
Expense	11/02/2021	Reimbursable expenses: Happel recording fee	1.00	\$17.00	\$17.00
Expense	11/03/2021	Reimbursable expenses: Recording fee for Bush/Bailey deed	1.00	\$12.00	\$12.00
Expense	11/05/2021	Reimbursable expenses: Recording fee for BBV mortgage release	1.00	\$12.00	\$12.00
Service	11/08/2021	email re lansing brothers demo project	0.25	\$136.83	\$34.21
Service	11/08/2021	email responsive to information request	0.25	\$136.83	\$34.21
Service	11/08/2021	tax sales westlaw searches, adjust docs make labels	2.50	\$60.86	\$152.15
Service	11/08/2021	city council meeting	0.65	\$136.83	\$88.94
Expense	11/09/2021	Reimbursable expenses: Certified Mail for tax sales	1.00	\$243.54	\$243.54
Service	11/10/2021	Flat Rate: Quit Claim Deed for Hageman	1.00	\$100.00	\$100.00
Service	11/16/2021	attention to homes for iowa buyer's parents complaints	0.50	\$136.83	\$68.42
Service	11/17/2021	attention to farm lease status	0.25	\$136.83	\$34.21

Service	11/22/2021	Boulders /funeral home ROFR question	0.35	\$136.83	\$47.89
Service	11/22/2021	tcw city admin attendance at city council meeting	1.25	\$136.83	\$171.04
Service	11/22/2021	attend council, conference with city admin.	1.10	\$136.83	\$150.51
Service	11/30/2021	attention to castro email re homes for iowa status, respond, draft early occupancy agreement.	1.00	\$136.83	\$136.83
Service	12/01/2021	attention to open records correspondence.	0.25	\$136.83	\$34.21
Service	12/02/2021	attention to Mike Leo email, attention to ComDevelopment response	0.75	\$136.83	\$102.62
				Total	\$1,654.64

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
9473	12/03/2021	\$1,654.64	\$0.00	\$1,654.64	
				Outstanding Balance	\$1,654.64
				Total Amount Outstanding	\$1,654.64

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



To: Mayor and City Council

From: Dylan Mulfinger

Subject: Administrator's Council Agenda Memo

Date: 12/13/2021

Consent Agenda

1. Consideration of a motion to approve the minutes of the November 22, 2021 Council meeting
2. Consideration of a motion to approve a new Native Wine and Sunday Sales permit to Flowers on Main Gifts, LLC

Public Hearing

3. Public Hearing on Proposed Vacation and Sale of the Public Right-of-Way Located in Oelwein's 6th Addition, Oelwein, Fayette County, Iowa

Ordinances

4. Consideration of an Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns (the "Company"), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Oelwein, Fayette County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, equipment and substations for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Oelwein, Fayette County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Oelwein, Fayette County, Iowa, for the period of twenty-five (25) years; and granting the right of eminent domain - Third and Final Reading
 1. This allows ITC to operate within the City of Oelwein. Creating this ordinance is essential to work with ITC. With a franchise, the city would have to sell pole locations and pay for any change of pole locations. The City Administrator recommends approving the final reading.
5. Consideration of an Ordinance Establishing Boundaries for Designated Wards of the City of Oelwein - Third and Final Reading
 1. This will finalize the wards for the next ten years for the city. Once this is voted on, the City Administrator will submit this to the state. The City Administrator recommends approving the final reading.
6. Consideration of an Ordinance Amending Section 3-71, Section 3-73, Section 3-78, Section 3-79, Section 3-81 to Modify City Administrator and City Clerk Duties - Second Reading
 1. The City is updating their job titles and moving the City Admin/Clerk title to a standalone Clerk. The current Deputy Clerk does all of the Clerk



duties and much more. This will help define positions in City Hall and bring Oelwein into a system used by many communities. The City Administrator recommends approving the second reading.

- 7. Consideration of an Ordinance Amending Section 3-5, Section 3-73, Section 5-2 through Section 5-11, Section 5-21, Section 11-10 and Section 16-80 to Modify Fire Department and Public Safety Chief - First Reading
 - 1. Council directed the City Administrator to update city code to reflect changes to a public safety chief. The following changes clean up city code and allow for a public safety chief. The City Administrator recommends approving the first reading.
- 8. Consideration of a motion to suspend the rules and adopt an Ordinance on the first and final reading
- 9. Consideration of an Ordinance Providing for the Vacation of the Public Right-of-Way located in Oelwein's 6th Addition, Oelwein, Fayette County, Iowa - First and Final Reading
 - 1. The goal was to sell this property by the end of the year. The City will no longer own Occo property and will not maintain any portion of the road. The east part will revert to the hotel. The City Administrator recommends approving this ordinance on its first and final reading.

Resolutions

- 10. Consideration of a Resolution Approving Elimination of Full-Time Firefighter Position
 - 1. Council received the Fire Department report Monday November 8th and discussed it with the consultant about changes that should be made to the fire department. Council discussed the report and did not bring up reservations or additional direction to the City Administrator. This change is needed as the city works to ensure this public service is provided most economically and efficiently. The City Administrator recommends approving the resolution.
- 11. Consideration of a Resolution Directing the Sale of the City's Interest in Parcel AO in the SW 1/4 of the SE 1/4 of Section 21-T91N-R9W City of Oelwein, Fayette County, Iowa
 - 1. This will sell all parcels owned by the city on Highway 150 north of the Police Station. City Council agreed to \$100,000 and to not offer TIF. This local investment will provide a service to the community that will bring people from out of town. The City Administrator recommends approving the resolution.
- 12. Consideration of a Resolution Authorizing the Filing of a Project Scoping Application to the Iowa Homeland Security and Emergency Management for the FEMA Building Resilient Infrastructure and Communities Grant Program for Stormwater Capital Projects
 - 1. The City Administrator has been working with FEMA, Iowa DNR, and Iowa Homeland Security & Emergency Management to find a solution to the downtown flooding. Each agency worked on a document that provides some ideas to reduce flooding. The next step is to have an engineer design each project and provide a cost estimate to the city. The City



would have to match this grant with \$15,000. This money can be pulled from local option sales tax or franchise fees. This would be a great start to ensuring that the fire station is accessible in heavy rain and flood waters. This plan would help the city attract federal funds to implement the planned project. The City Administrator recommends approving the resolution.

Motions

13. Consideration of a motion to move forward on changes to the Viaduct Improvement Project
 1. The engineering firm Origin will be on hand to discuss the changes needed to make a viable project at \$50,000. The City Administrator recommends approving the motion.
14. Consideration of a motion authorizing the City Administrator to execute the Airport Rescue Grant Offer, Grant No. 3-19-0067-013-2022 for Oelwein Municipal Airport
 1. This is the second \$30,000 Cares Act grant that the city will receive to assist the airport. The City Administrator must formally receive permission from council. This grant will reimburse expenses made over the last year. The City Administrator recommends approving the motion.
15. Consideration of a motion to upgrade the fuel system at the Oelwein Municipal Airport in the amount of \$39,321.87 by Dick's Petroleum
 1. This project has almost been two years in the making. The City has \$35,000 in franchise budgeted and has \$60,000 available in the general fund. This will ensure the city can track fuel and that the city can charge visitors without someone on site. The City Administrator recommends approving the motion.
16. Consideration of a motion authorizing \$25,598.71 in Fuel System Upgrades from Dick's Petroleum
 1. The current fuel system requires a phone line to link to city hall. This upgrade is much needed and would allow for a new system that is tracked over the internet. This upgrade can be transferable to a new system should the system go above ground. Money for this project is available in the fuel fund and departments that use the fuel system. The City Administrator recommends approving the motion.
17. Consideration of a motion to repair or replace the Waste Water UV System with Glasco UV not to exceed \$68,000.00
 1. The Utility Supervisor provides a great write up on the need for this repair. Money is available in the sewer fund as the city keeps dollars on hands for repairs. The City Administrator recommends approving the motion.



PARKS MONTHLY UPDATE, NOVEMBER 2021
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

This month in the park department, I took my continuing education classes for the pesticide applicator licenses that I hold. These classes do provide some great updated statistics on lime disease, West Nile and ash borer spread among many other topics. At City Park the disc golf baskets are all in, pads and being worked on now. I am working on preparing for hiring the new park assistant as the deadline for applications is Friday November 19th. The trails were swept once again as this time of year it is a never-ending chore to keep them clean with the leaf fall. The employees burned some of the leaves at City Park while working out there this week. I sent out agendas for the tree board meeting and the park and rec board meeting next week. The electrical project is complete at City Park as I finished the final report for that grant and sent it in to the foundation.

This week in the park department, we started out the week with two burials at Woodlawn that we prepped Monday morning for Wednesday burials. Chris and Willie came in to work on the disc golf course at City Park. On Tuesday morning, we poured six more pads as we should be able to wrap up the rest of the pads in another pour. On Wednesday, we travelled to Mt. Vernon to visit the Lester Buresh Wellness Center that opened last year. After the council meeting Monday night, I hosted the park and Rec meeting on Tuesday night, Tree Board on Wednesday night and trails committee tonight. Maintenance on vehicles and equipment will begin as I got the shop put back into order this week.

This month the trail contractor, Bacon Concrete, finished installing signage along trail segment 1. This week the mower that we ordered last January finally arrived. This mower, from Bryan Heavy Equip. is a CIP item for the park department that has a 25 HP diesel engine and 72" mower deck. Chris and Willie framed up another set of disc course tee pads at City Park that we will pour on Friday. The ice rink that the school purchased was brought out of storage and will be put up shortly. The swing replacement part that I ordered a while ago finally showed up last week so we will install that when we can. I spent some time cleaning up the shop lot to get ready for winter months. I retrieved the data from the trail counters for the month of November and uploaded to the website.



PARKS MONTHLY UPDATE, NOVEMBER 2021 PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation **www.oelwein.fun**

CEU CLASS

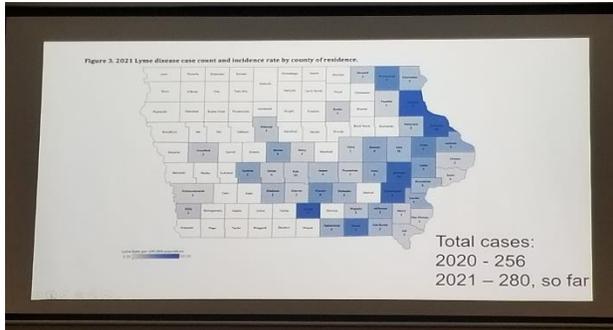


Table 1. Human /Equine/ Mosquito Surveillance, 2021 Positive Samples

County	Human	Blood Donor	Horse	Mosquitoes		
				Culex restuans	Culex pipiens group	Culex pipiens
Black Hawk	0	0	0	2	2	0
Johnson	0	0	0	1	0	0
Montgomery	2	0	0	0	0	0
O'Brien	0	0	0	14	6	19
Polk	0	0	0	2	0	0
Story	1	0	0	0	0	0
Woodbury	1	0	0	0	0	0
Total	4	0	0	19	8	37

FROM: Iowa Department of Public Health Vector-Borne Disease Weekly Surveillance Report

CITY PARK WORK



JOB POSTING



TRAILS SWEEP



ELECTRICAL PANELS



PARKS MONTHLY UPDATE, NOVEMBER 2021
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

BURIAL PREP



DISC GOLF



DISC GOLF



BURESH WELLNESS CENTER



SIGNS PLACED



MOWER



PARKS MONTHLY UPDATE, NOVEMBER 2021
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

DISC GOLF COURSE



ICE RINK



SWING



LOT CLEANED



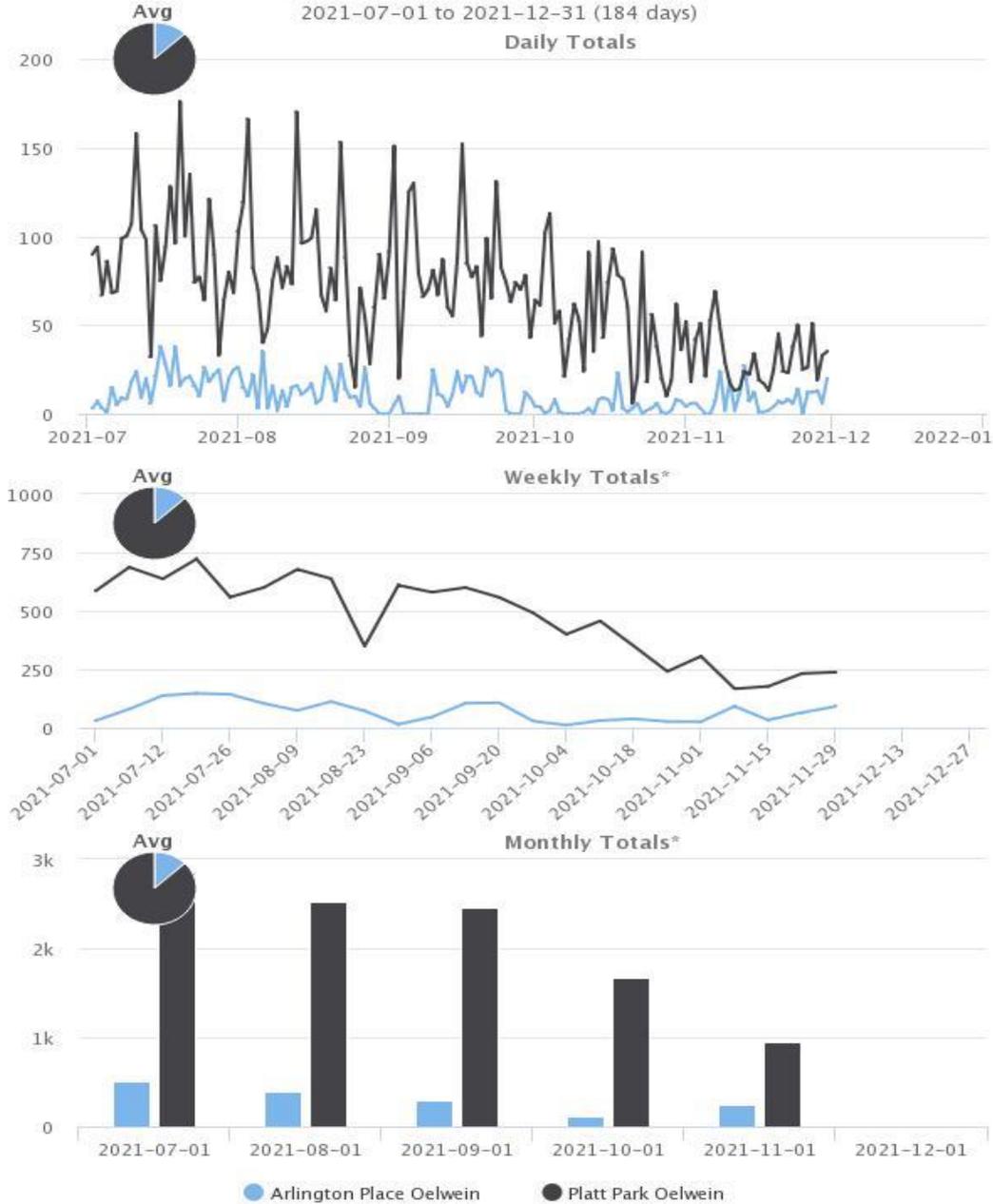


PARKS MONTHLY UPDATE, NOVEMBER 2021
 PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

Daily/Weekly/Monthly totals

2021-07-01 to 2021-12-31 (184 days)



SITE	2021 TRAIL TOTALS						
	JULY	AUG	SEPT.	OCT	NOV.	DEC.	ADT
Arlington Place Oelwein	512	388	294	115	242		10.09
Platt Park Oelwein	2845	2523	2458	1676	950		68.15

TOTAL TRAIL USERS 12,003



PARKS MONTHLY UPDATE, NOVEMBER 2021
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

Daily Activities www.oelwein.fun

- ❖ Sanitizing shop and equipment
- ❖ Pick up garbage downtown
- ❖ Checking/maintaining parks, cemeteries
- ❖ Maintenance on equipment
- ❖ Order supplies for all departments
- ❖ Safety meetings
- ❖ Meet with contractors
- ❖ Retrieve & upload trail count data
- ❖ Winter preparations
- ❖ Monthly Tree Board, Park and Rec and Trails meetings

Progress on Projects www.oelwein.fun

- ❖ Website work ongoing
- ❖ Trail easements/grants
- ❖ Work on Park and Rec master plan
- ❖ Trail Segment 1 signage
- ❖ Continue pool winterization
- ❖ Tee pads poured/disc golf course
- ❖ Equipment maintenance
- ❖ CEU classes
- ❖ Electrical project completed

Next Month and Future Projects www.oelwein.fun

- ❖ Disc golf course install
- ❖ Diamond 3 in-field fencing
- ❖ Website work
- ❖ Remove old well houses at City Park
- ❖ Drinking fountain install Platt Park
- ❖ Arching sign for entrance at Woodlawn
- ❖ Replace decking on old bridge
- ❖ Grant work
- ❖ Pool shelter install
- ❖ Motor/Pump replacement at pool
- ❖ Block signs at Woodlawn
- ❖ Install basketball anchors/ hoops at Wings Park
- ❖ Equipment maintenance

JOSHUA JOHNSON MA
OELWEIN PARK SUPERINTENDENT



Cookbook Book Club

The Cookbook Book Club will hold their first gathering on **Monday, December 6th at 6 p.m.**

Bring 2 Dozen Cookies to share.



Here's how it works:

1. Select a cookbook from the circulation display.
 2. Spend some time perusing the cookbook and sample a few recipes.
 3. Make a recipe from the cookbook and bring samples to the meeting.
 4. Join us for a lively discussion of the cookbooks and some delicious taste tests.
- This Club will meet quarterly.

Book Club!

Book Club will be enjoying their Christmas party and picking up January's book on December 28th at 2:00. A brochure is available of the selections for 2022. Books are available for checkout or download on Bridges or Hoopla.



Wrap & Yap at the Library

Saturday, Dec. 4th, 10 - 12

Have gifts to wrap and don't want to do this task all alone? Join us

for some cocoa, a cookie, and some holiday cheer while you wrap your gifts!



Materials are supplied while they last.

Like to watch Christmas movies?

Take home an Interactive Holiday Movie bag and enjoy with the family.

Featured movies:

Rudolph The Red Nosed Reindeer & Home Alone



Take & Make Craft Kits

December's Take & Make kit will be a Paper Snowman. This one will not melt!

Lego Challenge Club

December 8th 3:00

What can you create with your bricks?

Accept the challenge and find out!



Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	750,316.73	195,518.34	170,688.40	(916.67)	774,230.00	Item ii.
051 County Emergency Manage	13,639.44	1,632.06	-	-	15,271.50	
110 Road Use Tax	740,880.49	51,960.73	46,830.10	-	746,011.12	
112 Trust and Agency	581,577.03	104,984.90	40,334.96	-	646,226.97	
113 Flex Spending	1,436.73	1,262.10	1,345.43	-	1,353.40	1,353.40
119 Emergency	17,725.28	4,904.55	-	-	22,629.83	
120 Sidewalks Repaired/Replaced	-	-	-	-	-	
121 Sales Tax	263,745.78	170,477.27	-	-	434,223.05	
122 Hotel/Motel Tax	53,758.24	10.11	-	-	53,768.35	
123 Gas-Electric Franchise Fee	462,104.13	198,222.06	44,636.22	(21,195.00)	594,494.97	
124 Library Bequest	373,571.58	81.29	-	-	373,652.87	
126 Downtown TIF	157,328.87	27,993.71	-	-	185,322.58	
127 Industrial Park TIF	6,843.44	40,886.89	-	-	47,730.33	
128 Ind Park SubFund TIF East Penn	886,353.93	166.77	-	-	886,520.70	
132 DARE	3,159.35	-	-	-	3,159.35	
136 Trees Forever	14,255.82	-	-	-	14,255.82	
146 Oelwein Housing Revolving Loan Fund	126,229.40	23.75	-	-	126,253.15	
160 Econ Dev (\$12,500 Wellness Res)	382,246.07	71.92	9,223.39	-	373,094.60	
161 IRP Revolving Loan	371,047.81	16,094.05	1,229.32	-	385,912.54	387,141.86
162 Downtown Business Grants	78,601.92	14.79	-	-	78,616.71	
167 Oelwein Volunteer Fire Dept	27,859.34	-	1,404.00	916.67	27,372.01	
177 Forfeit Assets	2,668.27	382.00	219.68	-	2,830.59	
200 Debt Service	523,498.37	52,874.73	135,880.00	21,195.00	461,688.10	
201 Water Bondsinking	122,644.93	23.08	-	16,325.00	138,993.01	
202 Sewer Bondsinking	325,528.17	61.25	-	56,735.00	382,324.42	
205 Special Assessments	78,915.56	4,874.15	-	-	83,789.71	
214 2016A GO UR ED Bond Ind Pk Land	-	-	-	-	-	
269 Future Proposed Bond Sale	-	-	-	-	-	
282 CDBG Housing Rehab	554.72	-	-	-	554.72	
285 2009 Bond Sale	-	-	-	-	-	
286 2016B GO Bond (Rise City Port)	-	-	-	-	-	
287 2020 GO Bond	142,417.00	26.80	-	-	142,443.80	
288 2016D Water Revenue Bond	-	-	-	-	-	
302 Oelwein Housing Teardown	(24,900.00)	-	-	-	(24,900.00)	
305 Airport Grant	(20,201.52)	-	-	-	(20,201.52)	
307 Tri Park Trail Extensions	372,417.91	70.07	2,275.50	-	370,212.48	
314 Oel Ind Park E Penn/14th St Ext	148,987.26	28.03	-	-	149,015.29	
360 Cares Act	439,792.65	1,555.63	-	-	441,348.28	
385 Water Main Rpl 1 Av NE 5 & 12 Av SE	(142,074.53)	-	685.37	-	(142,759.90)	
386 42 Well Rehab	(1,571.00)	-	-	-	(1,571.00)	
387 Pave 10th Street SE/Old Road	13,982.99	2.63	12,220.00	-	1,765.62	
397 Railroad Grant-Viaduct	39,372.84	7.41	-	-	39,380.25	
501 Cemetery Perp Care	291,911.89	120.29	-	-	292,032.18	7,032.18
600 Water (2016D Reserve \$67,000)	532,626.85	108,119.00	56,501.11	(16,325.00)	567,919.74	
601 Water Infrastructure Fee	310,916.55	11,126.82	2,385.00	-	319,658.37	
620 Customer Water Deposits	133,517.46	2,550.00	2,542.10	-	133,525.36	
640 Fuel	23,181.69	10,129.63	11,220.13	-	22,091.19	
670 Landfill	(827.75)	48,956.79	27,969.52	-	20,159.52	
671 Recycling	(11,303.34)	6,471.50	61.53	-	(4,893.37)	
672 ROW Trees Utility Fee	12,233.48	8,332.60	25,789.77	-	(5,223.69)	
680 Wellness Center	6,077.64	58,344.04	16,195.81	-	48,225.87	
700 Sewer/Waste Treatment	940,151.19	142,884.83	57,919.93	(52,410.00)	972,706.09	
701 Sewer Infrastructure Fee	151,822.30	39.85	-	(4,325.00)	147,537.15	
706 20th Street Lift Station	76,176.83	14.33	-	-	76,191.16	
	9,801,199.79	1,271,300.75	667,557.27		10,404,943.27	

Fidelity 999-1003 and Community 999-1004 Money Market Accounts	8,580,363.03
CD'S Cemetery \$285,000/Water Deposits \$100,000	385,000.00
Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002	394,298.12
Unapplied Accounts Receivable	-
Balance Checking Account 999-1000	1,045,282.12
Payroll Liabilities	-
	10,404,943.27
	10,404,943.27

Signature:



Date:

12/3/21

11/1/2021

11/30/2021

10/31/2021

Item ii.

revenue	expense	transfer in	transfer out	
001- -4	001- -6	001- -49	001- -69	-
051- -4	051- -6	051- -49	051- -69	-
110- -4	110- -6	110- -49	110- -69	-
112- -4	112- -6	112- -49	112- -69	-
113- -4	113- -6	113- -49	113- -69	-
119- -4	119- -6	119- -49	119- -69	-
120- -4	120- -6	120- -49	120- -69	-
121- -4	121- -6	121- -49	121- -69	-
122- -4	122- -6	122- -49	122- -69	(0.00)
123- -4	123- -6	123- -49	123- -69	-
124- -4	124- -6	124- -49	124- -69	-
126- -4	126- -6	126- -49	126- -69	-
127- -4	127- -6	127- -49	127- -69	-
128- -4	128- -6	128- -49	128- -69	(0.00)
132- -4	132- -6	132- -49	132- -69	-
136- -4	136- -6	136- -49	136- -69	-
146- -4	146- -6	146- -49	146- -69	-
160- -4	160- -6	160- -49	160- -69	-
161- -4	161- -6	161- -49	161- -69	-
162- -4	162- -6	162- -49	162- -69	-
167- -4	167- -6	167- -49	167- -69	(916.67)
177- -4	177- -6	177- -49	177- -69	-
200- -4	200- -6	200- -49	200- -69	(21,195.00)
201- -4	201- -6	201- -49	201- -69	(16,325.00)
202- -4	202- -6	202- -49	202- -69	(56,735.00)
205- -4	205- -6	205- -49	205- -69	(0.00)
214- -4	214- -6	214- -49	214- -69	-
269- -4	269- -6	269- -49	269- -69	-
282- -4	282- -6	282- -49	282- -69	-
285- -4	285- -6	285- -49	285- -69	-
286- -4	286- -6	286- -49	286- -69	-
287- -4	287- -6	287- -49	287- -69	-
288- -4	288- -6	288- -49	288- -69	-
302- -4	302- -6	302- -49	302- -69	-
305- -4	305- -6	305- -49	305- -69	-
307- -4	307- -6	307- -49	307- -69	-
314- -4	314- -6	314- -49	314- -69	-
360- -4	360- -6	360- -49	360- -69	-
385- -4	385- -6	385- -49	385- -69	-
386- -4	386- -6	386- -49	386- -69	-
387- -4	387- -6	387- -49	387- -69	-
397- -4	397- -6	397- -49	397- -69	-
501- -4	501- -6	501- -49	501- -69	-
600- -4	600- -6	600- -49	600- -69	-
601- -4	601- -6	601- -49	601- -69	-
620- -4	620- -6	620- -49	620- -69	-
640- -4	640- -6	640- -49	640- -69	-
670- -4	670- -6	670- -49	670- -69	-
671- -4	671- -6	671- -49	671- -69	-
672- -4	672- -6	672- -49	672- -69	-
680- -4	680- -6	680- -49	680- -69	-
700- -4	700- -6	700- -49	700- -69	-
701- -4	701- -6	701- -49	701- -69	(0.00)
706- -4	706- -6	706- -49	706- -69	-
				(95,171.67)

	1,045,282.12	9991000 Checking
	0.00	9991111 Utility
	0.00	9991112 Accounts Receivable
001-1301	0.00	0012120 payroll liabilities
	0.00	___-2020 accounts payable
	1,045,282.12	- Ckg Bal to match
		Col I Line 62

Revenue check - should equal transfers

12/2/21

[Handwritten signature]

Faxing Service Policy
May 14, 1998

CURRENT

Revised 3/08/01, 1/10/07, 9/10/09, 3/21/13, 3/9/2015
Reviewed 6/11/19

The fax machine will be available for receipt and transmission in non-library applications when not being used for library business. The following rate chart will apply:

Transmitting: (includes phone line costs)

1st page	\$2.00
Each additional page	\$1.00
Local or toll free calls	
first 3 pages	\$1.00 (total charge for all 3 pages)
additional pages	\$.50 each

Receiving:

1st page	\$1.00
Each additional page	\$.50

The fax machine is available for sending only during library hours. The fax machine will be in a receiving mode at all hours, except when the telephone is otherwise in use. This will include hours when the library is closed.

The Oelwein Public Library Board of Trustees will meet on Tuesday, December 14, 2021 at 5:00 p.m. at the Oelwein Public Library.

AGENDA

- Roll Call**
- Agenda Approved**
- Minutes Approved**
- Correspondence and communications –**
- Trustee Training – Library Access – Service Hours**
- Director’s Report – EV Charging Station, Budget Update**
- Friend’s Report –**
- Bills Approved –**

Unfinished Business

New Business

- Policy Review – Faxing Service

Adjournment

November

Circulation:	Computer Use:	Reference Questions:	
21 November: 3,247	21 November: 247	Wireless: 650	21 November: 523
<i>20 November: 2,723</i>	<i>20 November: 162</i>	<i>Wireless: 510</i>	<i>20 November: 489</i>
Attendance:	New Patrons:	Program Attendance:	Website Visits:
21 November: 1,992 Sunday()	21 November: 20	21 November: 114	21 November: 436
<i>20 November: 1,708 Sunday()</i>	<i>20 November: 10</i>	<i>20 November: 12</i>	

Acquisitions:	BRIDGES Downloads: 388	HOOPLA Downloads: 112
Books 96	eBooks: 172	eBooks: 35
Movies 15	Audio: 131	Audio: 56
Audio 3	eMagazines: 85	Movies: 7
	Video 0	Comics: 2
		Music: 1
		TV: 11

54. (Tier 2) Minimum days and hours of service are as follows. This standard is based on a typical week, one in which the library is open regular hours with no holidays. A typical week does not include summer hours.

Oelwein Library (E) 6 days/56.5

Population	Size	Minimum Required Days and Hours Open
Under 500	A	4 days/20hours
500-999	B	4 days/20 hours
1,000-2,499	C	5 days/20 hours
2,500-4,999	D	5 days/29 hours
5,000-9,999	E	5 days/41 hours
10,000-24,999	F	6 days/51 hours
25,000-49,999	G	6 days/55 hours
50,000 and above	H	6 days/61 hours

Faxing Service Policy
May 14, 1998
Revised 3/08/01, 1/10/07, 9/10/09, 3/21/13, 3/9/2015, 12/14/21
Reviewed 6/11/19

The fax machine will be available for receipt and transmission in non-library applications when not being used for library business. The following rate chart will apply:

Transmitting: (includes phone line costs)	
Each Page	\$0.50
Local or toll free calls	No Charge
Receiving:	
Each Page	\$0.20

The fax machine is available for sending only during library hours. The fax machine will be in a receiving mode at all hours, except when the telephone is otherwise in use. This will include hours when the library is closed.

WINDSTREAM
ENTERPRISE

ANI USAGE SUMMARY

DATE OF INVOICE 12.01.21
INVOICE PERIOD 11.01.21 - 11.30.21

INVOICE NUMBER 74352009
ACCOUNT NUMBER 630148208001
PAGE 6

ANI SUMMARY REPORT - 630148208001 OELWEIN PUBLIC LIBRARY

Long Distance Outgoing Service

Connection	Name	Calls	Minutes	Amount	Payphone	% of Total
319 283-1515		16	23.6	\$0.9900	No	54.10
319 283-6646	→ FAX LINE →	12	16.7	\$0.8400	No	45.90
TOTAL		28	40.3	\$1.8300		