



Agenda

Planning, Finance, Enterprise, and Economic Development

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

5:15 PM

December 12, 2022

Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Lynda Payne

Council Members: Karen Seeders, Tom Stewart, Matt Weber, Dave Garrigus, Dave Lenz

Pledge of Allegiance

Discussions

- [1.](#) Consideration of a motion to provide a recommendation the project extension request from Charlie Shannon on 516 1st Ave NW.
- [2.](#) Consideration of a motion to provide a recommendation the Oelwein Chamber and Area Development funding request in the amount of \$50,000 for the Oelwein Sesquicentennial.
- [3.](#) Consideration of a motion to recommend accepting the Schaer Trust properties.

Adjournment

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

RCVCD
4/6/22 9:11
Sales

Item 1.

4-6-22

To Whom this may concern:

I Charlie Shannon am speaking about the property of 516 1st Ave. N.W. Oelwein, IA. 50602

I originally bought this property from a foreclosure with full intentions to clean it up and Remodel it to sell to my brother. It was a total mess when I bought it and I totally cleaned up everything to start to remodel. I never got the remodeling part done yet. In Feb. of 2020 I had a severe Arm & Hand injury at work that has put me down for the last 2 years after 2 - Surgeries and plenty of therapy my arm and hand is coming back around. I fell behind a little on my Taxes for this Property and went to the Court House and talked to the Treasure about it and he told me that I had time yet to pay the Taxes before there would be a Sheriff Sale.

Then a week later I find out different that the City of Oelwein bought the Taxes.

I went back up to West Union Court House to talk to the Treasure again and he said he was sorry and made a mistake and for me to go across the Street and talk to the Oelwein City Attorney and see what we could get done together. So I did and I talked to the City Building Inspectors and Oelwein Mayor.

4-6-22

Item 1.

Everyone has been Very Professional and Helpful to Me and I appreciate that and Thank You All.

I Farm and Work at John Deere in Waterloo, so Yes I am a very busy man. Plus raise my 11yr. old son.

I don't own any other property in Oelwein and Graduated from Oelwein.

I am trying to pay my back Taxes on this Property and make things Right with the City of Oelwein on getting this Property Back and finish the Remodel Job since my hand is better now.

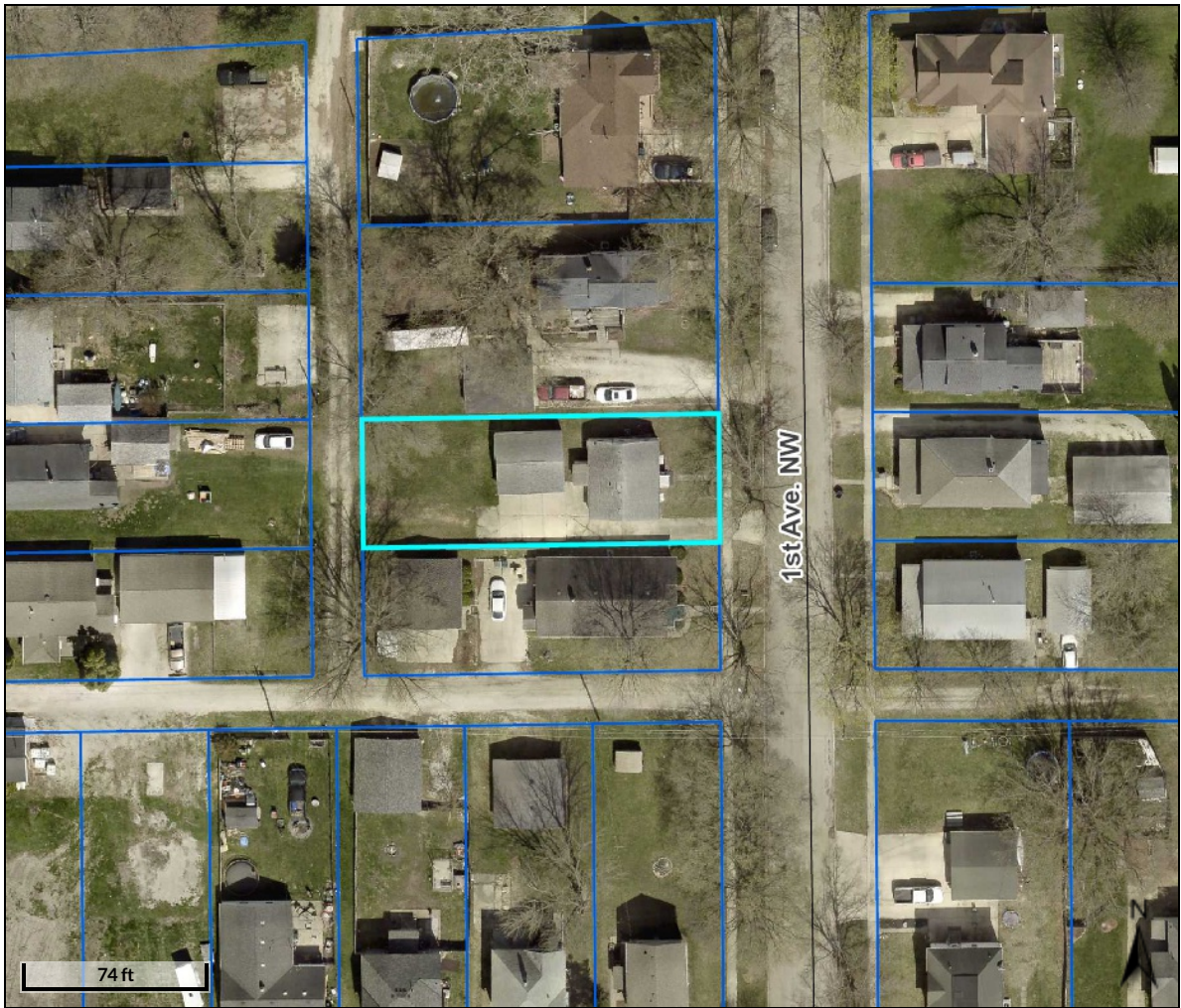
I Thank You All for your time and patients and look for to hearing from you.

Sincerely,

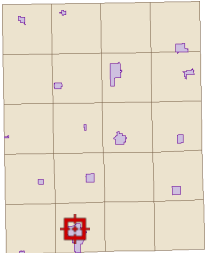
Charlie Shannon

Charlie Shannon
1892 150th St.
Hazleton, IA 50641
319-509-0182







516 1st Ave. NW



Overview



Legend

-  Corporate Limits
-  Parcels
- Major Highways**
 -  County Highway
 -  Federal Highway
 -  State Highway
 -  Roads

Parcel ID	1821127014	Alternate ID	n/a	Owner Address	Oelwein, City Of
Sec/Twp/Rng	21-91-9	Class	R		City Hall 20 2nd Ave. SW
Property Address	516 1ST AVE. NW	Acreage	n/a		Oelwein, IA 50662-
	OELWEIN				
District	OELWEIN OELWEIN INC				
Brief Tax Description	LOT 8 BLK 13				
	MARTINS 3RD ADD				
	<i>(Note: Not to be used on legal documents)</i>				

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Date created: 4/6/2022
 Last Data Uploaded: 4/6/2022 2:52:32 AM

Developed by 

File #

Permit #

License #



Code Compliance Case



File #: 20-000397 ...
 516 1 Avenue NW OELWEIN IA 50662
 possible vacant property, lots going on, including abandoned cars in back, multiple unsecured entry points, major eyesore.

- History
- Contacts
- Activities
- Documents
- Violations
- Fees

View File History: 20-000397

Type: Status: Open
Parcel #: 1821127014 **Open Date:** 05/11/2020
Owner Name: Shannon, Charles E. **Closed Date:**
Owner Address: 1892 150th St. **Disposition:** Merged with Another Complaint
 Hazelton IA 50641 **Responsible User:** Sam Castro
Owner Phone: **How Received:**
Categories: **Priority:** Normal
Legal Description: LOT 8 BLK 13 MARTINS 3RD ADD
Approximate Location:

Notes

Date	Note Type	Note	Created By
02/14/2022 11:11 AM	General Information	The City owns this property via tax sale as of 2/14/2022.	Sam Castro
06/08/2020 09:18 AM	General Information	Cars have been removed from the back of the property. We still need to confirm this is a vacant property.	Jay Shekleton

File History

Date	Event	Note	Created By
04/06/2022 10:53 AM	Case closed date modified	The case close date was changed to by Sam Castro on 04/06/2022	Sam Castro
04/06/2022 10:53 AM	Status Changed	Sam Castro changed the file status to Open	Sam Castro
03/29/2022 03:31 PM	Activity Update	Abatement assigned to Jay Shekleton status changed from Cancelled to Failed by Sam Castro on 03/29/2022	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3666.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3667.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3673.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3674.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3675.JPG" was attached to the case.	Sam Castro

EDIT:
File

ADD:
Activity
Address
Alert
Category
Contact
Document
Email
Fee
Letter
Note
Route
Violation

REPORTS:
Custom
Detail
Summary

03/29/2022 02:36 PM	Document Attached	Document "IMG_3676.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3677.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3678.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3607.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3614.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3631.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3632.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3633.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3634.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3635.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3636.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3640.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3650.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3651.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3652.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3664.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3665.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3591.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3592.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3594.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3595.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3596.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3597.JPG" was attached to the case.	Sam Castro

03/29/2022 02:36 PM	Document Attached	Document "IMG_3599.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3602.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "516 1st Ave NW Photos March 29 2022.pdf" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3589.JPG" was attached to the case.	Sam Castro
03/29/2022 02:36 PM	Document Attached	Document "IMG_3590.JPG" was attached to the case.	Sam Castro
03/24/2022 01:32 PM	Inspection - Activity	A Inspection activity has been assigned to Oelwein Inspector in the Code Enforcement department.	Sam Castro
03/24/2022 01:30 PM	Case closed	This File was closed on 03/24/2022 by Sam Castro	Sam Castro
03/24/2022 01:30 PM	Status Changed	Sam Castro changed the file status to Closed	Sam Castro
03/24/2022 01:30 PM	Activity Update	Abatement Start Date Changed from 05/12/2020 - 11:42 AM to 05/12/2020 - 09:00 AM by Sam Castro.	Sam Castro
03/24/2022 01:30 PM	Activity Update	Abatement Stop Time Changed from - to 9:30 AM by Sam Castro.	Sam Castro
03/24/2022 01:30 PM	Closed Abatement - Activity		Sam Castro
03/24/2022 01:30 PM	Activity Update	Abatement assigned to Jay Shekleton was completed by Sam Castro on 03/24/2022	Sam Castro
05/11/2020 01:42 PM	Property Owner Added	Contact "Shannon, Charles E." was attached to the case.	Sam Castro
05/11/2020 01:42 PM	Abatement - Activity	A Abatement activity has been assigned to Jay Shekleton in the Code Enforcement department.	Sam Castro

quick search:

File #

Permit #

License #



Item 1.

Property



Parcel #: 1821127014
516 1ST AVE. NW
OELWEIN IA



- Property
- Files
- Permits
- Licenses
- Inspections
- Violations
- Documents
- Notes
- Fees

- EDIT:
 - Property
- ADD:
 - Address
 - Alert
 - Document
 - Note

File #	Type	Description	Status	Opened	Closed
20-000397		possible vacant property, lots going on, including abandoned cars in back, multiple unsecured entry points, major eyesore.	Open	05/11/2020	
18-000176	Permitting	Roofing , Siding , Windows and Digging	Closed	05/15/2018	03/22/2020



Item 1.

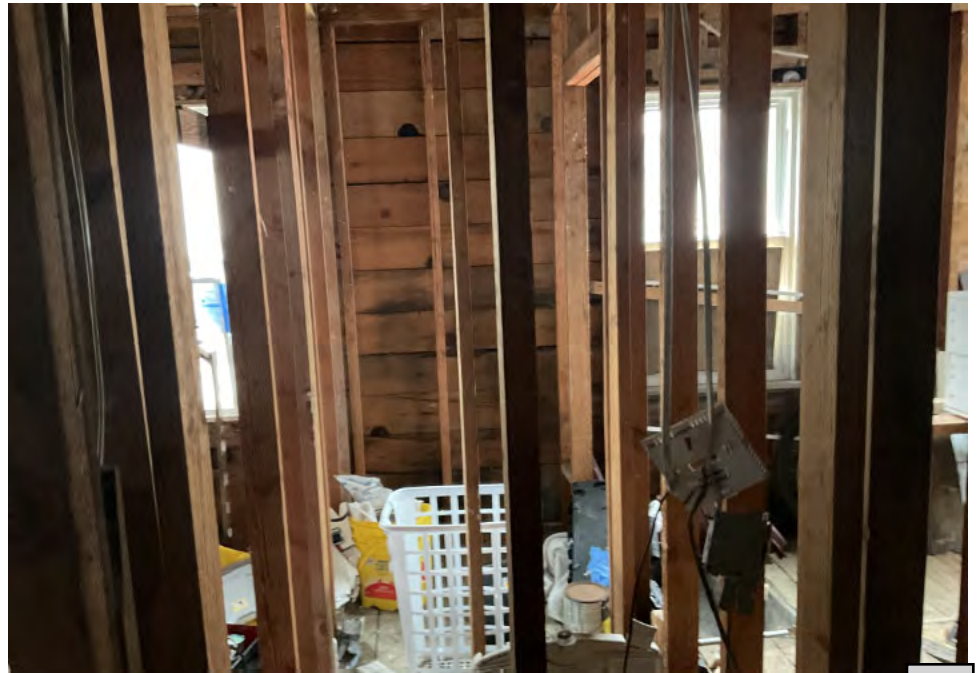




















RESOLUTION NO. 5351-2022

RESOLUTION DIRECTING THE SALE OF THE CITY'S INTEREST IN 516 1ST AVENUE NW IN OELWEIN,
FAYETTE COUNTY, IOWA

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

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

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

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

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

516 1st Avenue NW, Oelwein, Iowa, legally described as Lot 8, Block 13, Martins Third Addition to Oelwein, Fayette County, Iowa.

To: Charlie Shannon

For the sum of \$3,784.00, 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 23 day of May, 2022.



Brett DeVore, Mayor

Attest:



Dylan Mulfinger, City Administrator

Recorded May 24, 2022.



City Administrator

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

	AYES	NAYS	ABSENT	ABSTAIN
Stewart	X			
Weber	X			
Lenz			X	
Garrigus	X			
Seeders	X			
Payne	X			

**REAL ESTATE CONTRACT-INSTALLMENTS
Recorder's Cover Sheet**

Preparer Information: Patrick B. Dillon, 209 E 1st Street, Sumner, IA 50674, Phone: 563 578-1850

Taxpayer Information: Charlie Shannon, 516 1st Ave. NW, Oelwein, IA 50662

Return Document To: Patrick B. Dillon, 209 E 1st Street, Sumner, IA 50674

Grantors: City of Oelwein

Grantees: Charlie Shannon

Legal Description: See Page 2

Document or instrument number of previously recorded documents: _____



REAL ESTATE CONTRACT-INSTALLMENTS

IT IS AGREED on May 23, 2022, by and between City of Oelwein of the County Fayette, State of Iowa, ("Sellers"); and Charlie Shannon of the County Fayette, State of Iowa, as a single person ("Buyers");

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to purchase the following described real estate situated in the County of Fayette, State of Iowa, to-wit:

Lot 8, Block 13, Martins Third Addition to Oelwein, Fayette County, Iowa

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

1. **TOTAL PURCHASE PRICE.** The Buyers agree to pay for said property the total of \$3784.00 due and payable at 20 2nd Ave. SE, Oelwein, Fayette County, Iowa, as follows: As part of purchase price, Buyer, at his expense, is required to remove roof and shingle roof; Remove siding and replace, replace windows, repair front drainage tile. These items of repair are considered essential to the contract and failure to performed them is equivalent to a failure to pay.

Upon completion of all the above repairs, Buyer to pay to seller \$3081 in back taxes and \$703 in transfer of ownership. To be completed and paid by December 1, 2022.

2. **POSSESSION.** Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on execution of contract; and thereafter so long as they shall perform the obligations of this contract. If Buyers are taking subject to the rights of lessees and are entitled to rentals therefrom on and after date of possession, so indicate by 'yes' in the space following: No.
3. **TAXES.** Buyer shall pay all taxes upon the property.
4. **SPECIAL ASSESSMENTS.** Buyer shall pay the special assessments against this property:
5. **INSURANCE.** Except as may be otherwise included in the last sentence of paragraph 1(b) above, Buyers as and from said date of possession, shall constantly keep in force insurance, premiums therefore to be prepaid by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Sellers may reasonably require on all buildings and improvements, now on or hereafter placed on said premises and any personal property which may be the subject of this contract, in companies to be reasonably approved by Sellers in an amount not less than the full insurable value of such improvements and personal property or not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as their interests may appear. Sellers' interest shall be protected in accordance with a standard or union-type loss payable clause. **BUYERS SHALL PROMPTLY DEPOSIT SUCH**

POLICY WITH PROPER RIDERS WITH SELLERS for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

6. **CARE OF PROPERTY.** Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers shall not use or permit said premises to be used for any illegal purpose.
7. **LIENS.** No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.
8. **ADVANCEMENT BY SELLERS.** If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Seller may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Sellers, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, see paragraph 5 above.)
9. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. Failure to promptly assert rights of Sellers herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.
10. **EXCEPTIONS TO WARRANTIES OF TITLE.** The warranties of title in any Deed made pursuant to this contract (See paragraph 14) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) As limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after equitable title passes to Buyers;
11. **APPROVAL OF ABSTRACT.** Buyers have not examined the abstract of title to this property and such abstract is not accepted.
12. **FORFEITURE.** If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

13. **ATTORNEY'S FEES.** In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Sellers, or in any other case permitted by law in which attorney's fees may be collected from Buyers, or imposed upon them, or upon the above described property, Buyers agree to pay reasonable attorney's fees.
14. **INTEREST ON DELINQUENT AMOUNTS.** Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.
15. **ASSIGNMENT.** In case of the assignment of this contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract.
16. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such personal property shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereto against all such personal property.
17. **CONSTRUCTION.** Words and phrases herein, including acknowledgments hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
18. **LEAD-BASED PAINT NOTICE.** If applicable, see attached Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard.
19. **CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
20. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.**

Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

21. **SPECIAL PROVISIONS.**

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: _____

Charlie Shannon, Buyer

Item of Forfeiture:

If city documents someone living on the property, prior to the completion of this contract, it shall be considered a violation of the contract that may result in forfeiture of the contract.

Should there be an event where to the Oelwein Police or other enforcement agency is called to the property the City Administrator will contact Charlie Shannon and discuss the issues the occurred. If the issues are not remedied to the satisfaction of the seller, the seller may in its sole judgment, Forfeit the contract.

Charlie Shannon, Buyer

516 1st Ave. NW
Oelwein, IA 50662

City of Oelwein, Iowa, a municipality

By _____
Brett DeVore, Mayor

By _____
Dylan Mulfinger, City Administrator

NOTARY

STATE OF IOWA, COUNTY OF _____ Fayette _____

This record was acknowledged before me on _____ May 24, 2022 _____,
by Brett DeVore, as Mayor, of City of Oelwein, Iowa a municipality.

Signature of Notary Public

STATE OF IOWA, COUNTY OF Fayette

This record was acknowledged before me on May 24, 2022,
by Dylan Mulfinger, as City Administrator, of City of Oelwein, Iowa a municipality.

Signature of Notary Public

STATE OF IOWA, COUNTY OF FAYETTE

This record was acknowledged before me on _____, by Charlie Shannon.

Signature of Notary Public



To: Mayor and City Council
From: Dylan Mulfinger
Subject: 516 1Sat Ave NE Charlie Shannon
Date: 12/8/2022

The City Administrator recommends City Council provide an extension on this contract until July 1, 2023. This property was a nuisance. This allowed the city to purchase this property because it was two years behind on taxes. In the spring of 2022, Charlie Shannon made an agreement to improve the property to show the city that he was a responsible property owner. Shannon made some improvements but failed to complete all of the improvement needed to keep the home. Shannon has made some progress and it will not negatively affect the community to allow for an extension.

While some community members believe that we will need to provide an extension for everyone if we provide one to Shannon, they are incorrect. The city continually provides extensions to community members based on their progress on projects. Shannon has made progress on this property, and most importantly abated the nuisance. Shannon has made an investment on this property and has materials ready to be installed in the spring. I believe council should provide an extension on this contract until July 1, 2023.

If the city council choses to end the contract and retain the property, the city will work on selling the property to an interested party who can complete the repairs in a timely manner and put the home on the market, or rent the property.



November 18, 2022

Oelwein Mayor DeVore & Oelwein City Council

20 2nd Ave SW

Oelwein, IA 50662

Dear Brett and Council members,

On behalf of the Oelwein Sesquicentennial 2023 Committee, I am writing to you to request funding for the large celebration being planned to celebrate the 150th birthday of our great city, Oelwein!

We are hosting monthly meetings at the OCAD office and are pleased with the large number of representatives of local businesses and organizations, private citizens and others who are interested in assisting with the plans and details of the celebration scheduled for July 13 – July 16, 2023. Many ideas have been presented, voted on, researched, detailed out and ready to be added to the schedule of events! The 4-day celebration will be packed with fun and some unique activities!

The first confirmed portion of the event is the Grand Marshall, Sylvia Oelwein, ancestor of the original Oelwein family! She will be traveling from Germany to participate in the festivities and is very excited! She is helping with the shipment of her “Oelwein” wine and books written by her mother and herself! These items will be available for the celebration, among many other souvenir items.

With all of the planning also comes many expenses. We are ready to order souvenirs that can be sold prior to the event and booking entertainment, possible carnival rides, and other attractions that will bring large crowds to Oelwein next summer! The breakout of expected expenses are as follows:

Germany wine, local wine, an “Oelwein Brew and licensing	\$ 4,000
Souvenirs	\$10,000
Exhibits/Rides/Entertainment/Kids activities	\$35,000
Misc./Time Capsule Vault	\$10,000
Advertising	<u>\$ 1,000</u>
Total Budget	\$60,000

Our request from the City of Oelwein is for \$50,000 to assist with this celebration's expenses from local option sales tax and hotel/motel tax. We are also applying for grant funding from the Northeast Iowa Charitable Foundation and the Fayette County Community Foundation. If received, the grant from FCCF would not be available until after the March 2023 announcement of grant awards.

We are in need of funds to get things started and are hopeful that you see this celebration as a once-in-a-lifetime experience! We want to make it grand and enjoyable for our entire community! Thank you very much for your consideration of funding for this event!

Oelwein proud,

A handwritten signature in cursive script that reads "Deb Howard". The signature is written in black ink on a light-colored background.

Deb Howard

Oelwein Sesquicentennial Committee



To: Mayor and City Council
From: Dylan Mulfinger
Subject: Sesquicentennial 150 Celebration
Date: 12/8/2022

The City Administrator recommends approving funding for the Sesquicentennial provided they receive funding and apply for other sources of funding. The 150 Celebration will be a great time for the community and provide an avenue for many people to come back to Oelwein and see the progress made by the community. Splitting this request among hotel motel funds and local options sales tax allows the city to fund this request. The city should be a part of this funding and not the main funding. I believe OCAD can raise money and will be able to do that to lessen the request from the city. Approving \$50,000 with the caveat that any additional funding must reduce the city's contribution is the recommendation of the City Administrator.

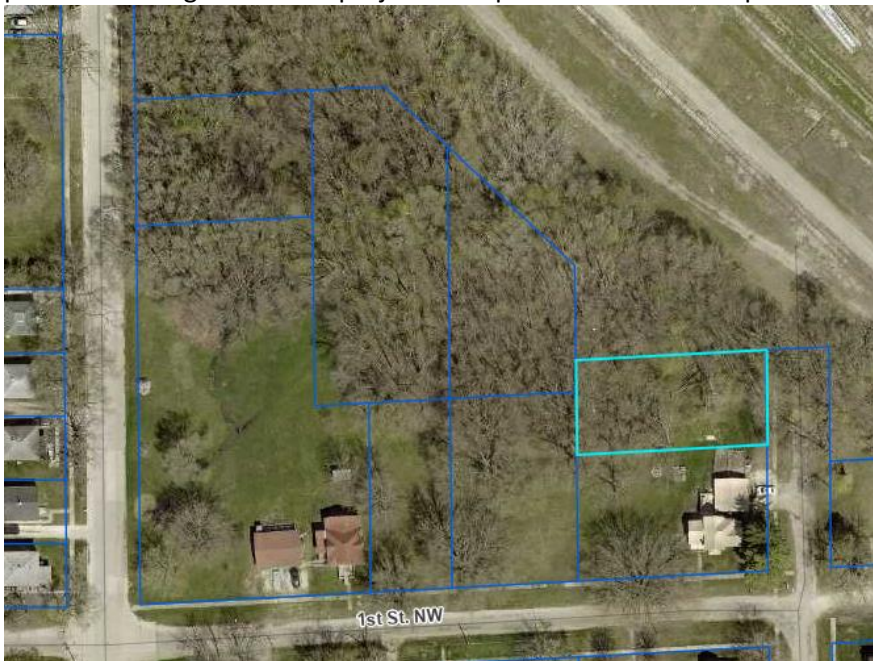


12/8/2022

Council,

We have been approached by Mindy Sawtelle in regard to absorbing properties that belonged to her father James Schaer who recently passed away. In total there are 7 properties, 1 of which has a placarded as it failed multiple inspections, badly, in September 2021. This the only property that has any building on it and would likely be a part of an upcoming demolition project as the house would need vast repairing to make livable.

The rest of the plots are somewhat scattered throughout town and are just plots of land. One of these plots, 110 5th ave NW, the city approached Mr.Shaer about for our new trail path. He would not allow us to pass through his land which caused us to re-draw how our trail would run making it a longer total path and adding cost to the project. The plot is located in the picture below:



If the city were to accept the package of properties the Schaer’s have proposed it would save us cost of our upcoming trail and allow us to set the trail as originally planned.





Here are aerial views of the other plots, as well as links to their Beacon page

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fbeacon.schneider.com/CommunityDevelopmentApplication.aspx%3fAppID%3d79%26LayerID%3d705%26PageTypeID%3d4%26PageID%3d522%26Q%3d49910697%26KeyValue%3d1821103002&c=E,1,8T3i9UHGHtAlJvE_grMXye-cUnHJhy14Xo_d5CRXSlg-26ZBZig9FBg8aeOe82OividBDWiNLiyNZsngC6qeUjqVwVw7o-yiQT1jLL9-&typo=1



150' x 150' at corner of 4th ave NW and 5th st NW

A nice future buildable plot





<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2f beacon.schneidercorp.com%2fApplication.aspx%3fAppID%3d79%26LayerID%3d705%26PageTypeID%3d4%26PageID%3d522%26Q%3d49910697%26KeyValue%3d1821354014&c=E,1,tquxi7oJrp1L0XJJePUPs9U3zSh0hCDQo3nKcpYiitokP1vyUnU1YlhQDGxAqL71fCjmlIHJmeJuHkMxS8WjKM2L6PuZPBzv01mNz1zLYkhys3yr8vLuDsNA,,&typo=1>

and

<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2f beacon.schneidercorp.com%2fApplication.aspx%3fAppID%3d79%26LayerID%3d705%26PageTypeID%3d4%26PageID%3d522%26Q%3d49910697%26KeyValue%3d1821354013&c=E,1,ecH1oGMLBk2-XTyr-LDUiDrIgo3rkTvprPAs3XZYFuE93WemEMFxlMh4mNviMGB6ixeUp74TDBVskW-xOxn4ynGI1rR7yx3wAle0a79Q5UcCn5-hF658c7VJeZQ,&typo=1>



These two plots are right next to each other and run along the creek line next to our park on 4 ½ st SW
Total size approximately 300' x 140'

Not a buildable area, due to the creek, but it is next to an existing park for potential park expansion.





https://linkprotect.cudasvc.com/url?a=https%3a%2f%2f beacon.schneidercorp.com%2fApplication.aspx%3fAppID%3d79%26LayerID%3d705%26PageTypeID%3d4%26PageID%3d522%26Q%3d49910697%26KeyValue%3d1821101009&c=E,1,7VrPdqKym5rRaX9BFgJZ-S5dG_UkVnOe2RKIVlenFFx013S94vM3SH1jkyAQlKQBJrSKLB4ivgPRP-Ya-i7oNN4eK6OXCPNWgz5vUxaofGTh1ROslhaJ0heCOOY,&typo=1

and

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2f beacon.schneidercorp.com%2fApplication.aspx%3fAppID%3d79%26LayerID%3d705%26PageTypeID%3d4%26PageID%3d522%26Q%3d49910697%26KeyValue%3d1821101010&c=E,1,8F4g4CK-gtzGtpwEVyEmSlksO-2e-guj_kLUq6OCXgz8DOa9JSxSUFQ1WOqp99DZKDeMFuPYsqgkh0CmA-qCLHg4KXzJITqi7DE64UuDOW1YEyC5Zg,,&typo=1



Irregular plot shape with the joint dimensions shown. Corner of 5th ave NW and Great Western ave

A nice future buildable plot





<https://beacon.schneidercorp.com/Application.aspx?AppID=79&LandID=705&ParcelID=4&PageID=522&KeyValue=1821209004>



The building has multiple issues including foundation problems, basement support column and floor joist failures, and all windows need replaced. It is likely that it would never be repaired, would end up as a nuisance property, and then on our demo list.



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Therefore it is the recommendation from the Community Development department to accept the properties listed above for future development, gain the ability to properly continue our trail, and gain access to a building that needs demolished.

David Kral
Building Official/Zoning Admin.
City of Oelwein

