



Agenda

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

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 November 28, 2022 minutes.
- [2.](#) Consideration of a motion to approve 2022-2023 Cigarette/Tobacco Permit for Oelwein Liquors, LLC.
- [3.](#) Consideration of a motion approving Pay Application #1 to Confluence in the amount of \$115,765.00 for the 2022 Plaza Demolition.
4. Consideration of a motion authorizing beer and wine tasting at Oelwein Public Library's Chocolate Festival February 10, 2023.

Public Hearing

- [5.](#) Public Hearing on Proposed Amendment to the Plan for the Oelwein Residential Revitalization Area.

Ordinances

- [6.](#) Consideration of an Ordinance Amending Section 22-127 To Update Handicap Parking Utilization - Third and Final Reading.
- [7.](#) Consideration of an Ordinance amending Zoning Section 202.2(7)A And 202.3(7)(A), Section 202.6 2, And Section 104 47. - Second Reading.

Resolutions

- [8.](#) Consideration of a Resolution Adopting Amendment to the Plan for the Oelwein Residential Revitalization Area.

Motions

- [9.](#) Consideration of a motion to approve the Change Order No 6 in the amount of -\$16,183.50 as provided by FOX Strand for the West Water Tower repainting.
- [10.](#) Consideration of a motion approving signature on the Engineer's Statement of Completion as provided by FOX Strand for the West Water Tower.
- [11.](#) Consideration of a motion Pay Request No. 3 in the amount of \$9,563.18 as provided by FOX Strand for the West Water Tower.
- [12.](#) Consideration of a motion approving Pay Request No 4 in the amount of \$40,436.82 as provided by FOX Strand for the West Water Tower repainting.
- [13.](#) Consideration of a motion to enter into a contract with Lynch Dallas, P.C. for City Attorney services.
- [14.](#) Consideration of a motion approving signatures on UERPC administration amendment for CDBG plaza park project and CDBG sewer project.
- [15.](#) Consideration of a motion to approve the Planning, Finance, Enterprise, and Economic Committee's recommendation the project extension request from Charlie Shannon on 516 1st Ave NW.
- [16.](#) Consideration of a motion to approve the Planning, Finance, Enterprise and Economic Development Committee's recommendation the Oelwein Chamber and Area Development funding request in the amount of \$50,000 for the Oelwein Sesquicentennial.
- [17.](#) Consideration of a motion to accept the Schaer Trust properties.

Council Updates

Mayor's Report

City Attorney's Report

- [A.](#) City Attorney.

City Administrator's Report

- [A.](#) City Administrator.

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 28, 2022 - 6:00 PM

Pledge of Allegiance

Call to Order

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

Roll Call

Present: Lenz, Garrigus, Seeders, Payne, Stewart, Weber

Also Present: Mulfinger, Rigdon, Dillon

Absent: NA

Additions or Deletions

A motion was made by Weber, seconded by Stewart to adopt the agenda as presented.

All aye. Motion carried.

Citizens Public Comments

Charlie Shannon, 1892 150th St., Hazleton; is asking council for an extension on the house remodeling at 516 1st Ave NW. This will be moved to a council work session.

The following individuals spoke in favor of retaining George Tegler with Tegler Aviation as the Fixed Base Operator at the Oelwein Airport.

| | |
|-------------------------------|--------------|
| Nathan Schares | Oelwein |
| Dr. Merritt Jones | Jesup |
| Paul Marquette | Elkader |
| John Bagge | Oelwein |
| Chuck Rottinghaus | Waterloo |
| Marty Hoel | Waterloo |
| Michel Matthias | Denver |
| Jeff Rottinghaus | LaPorte City |
| Bill Walencus | Oelwein |
| Melody Rich, Crop Care by Air | Sumner |
| Kyle Rich, Crop Care by Air | Sumner |

The city received an email from Ken Woodraska, Oelwein, inquiring who will oversee the fuel sales and ordering.

Derek Casey, 621 1st St NE, informed council his neighbors are afraid of a household in the area that has trash in their yard blowing into the other yards and in the street with no concern to get it cleaned up. Casey stated the portal to complain on the city's website is down. Weber and Devore informed Casey that he can contact them.

Consent Agenda

1. Consideration of a motion to approve the November 14, 2022 minutes.
2. Claims Resolution in the amount of \$515,471.30.
3. Consideration of a motion to approve payment to AECOM in the amount of \$16,391.13 for the Airport Repavement Project.
4. Consideration of a motion approving the Class 'E' Retail Alcohol License for Oelwein Liquors, LLC.

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

All aye.

Motion carried.

Ordinances

5. Consideration of an Ordinance amending Chapter 19 Article II Dogs and Cats - Third and Final Reading.

A motion was made by Weber, seconded by Lenz to adopt Ordinance No. 1204.

Ayes: Lenz, Garrigus, Seeders, Payne, Stewart, Weber

Nays: NA

Motion carried

6. Consideration of an Ordinance Amending Section 22-127 To Update Handicap Parking Utilization - Second Reading.

A motion was made by Stewart, seconded by Weber to approve ordinance amending Section 22-127 to update Handicap Parking Utilization on the second reading.

Ayes: Lenz, Garrigus, Seeders, Payne, Stewart, Weber

Nays: NA

Motion carried.

7. Consideration of an Ordinance amending Zoning Section 202.2(7)A And 202.3(7)(A), Section 202.6 2, And Section 104 47. - First Reading

A motion was made by Seeders, seconded by Weber to approve ordinance amending Zoning Section 202.2(7)A And 202.3(7)(A), Section 202.6 2, And Section 104 47 on the first reading.

Ayes: Lenz, Garrigus, Seeders, Payne, Stewart, Weber

Nays: NA

Motion carried.

Resolutions

8. Consideration of a resolution approving appropriation to the payment of General Obligation Bonds, Series 2016A, in Fiscal Year 2023-24.

A motion was made by Seeders, seconded by Garrigus to adopt Resolution No. 5381-2022.

Ayes: Lenz, Garrigus, Seeders, Payne, Stewart, Weber

Nays: NA

Motion carried.

9. Consideration of a Resolution Providing for Notice of Hearing on Proposed Amendment to the Revitalization Plan for the Oelwein Residential Revitalization Area.

A motion was made by Stewart, seconded by Weber to adopt Resolution No. 5382-2022.

Ayes: Lenz, Garrigus, Seeders, Payne, Stewart, Weber

Nays: NA

Motion carried.

Motions

10. Consideration of a motion approving the Fixed Based Operator (FBO) Contract with George Tegeler.
 Fixed Base Operator, George Tegeler, shared with council the wide expanse of work he does as the FBO. Payne would like to table this item based on the recent information presented.
 Mulfinger received call from Chuck Smith and Tim Recker requesting that the FBO be retained.
 A motion was made by Weber, seconded by Seeders to approve the Fixed Based Operator (FBO) Contract with George Tegeler. All aye. Motion carried.
11. Consideration of a motion denying requests to store snow on public property from private businesses.
 A motion was made by Weber, seconded by Stewart to approve the denial of snow storage on public property from private businesses. All aye. Motion carried.
12. Consideration of a motion to direct the City Administrator to accept funding for the 10th St. SW bridge.
 A motion was made by Weber, seconded Payne to approve the acceptance of funding for the 10th Street SW bridge. All aye. Motion carried.
13. Consideration of a motion on the Planning, Finance, Enterprise and Economic Development Committee's recommendation the Hotel/Motel request from the Williams Center for the Arts in the amount of \$1,500.00.
 Seeders reported on the Planning, Finance, Enterprise and Economic Development meeting.
 A motion was made by Stewart, seconded by Garrigus to approve the request for the Williams Center for the Arts in the amount of \$1,500.00. All aye. Motion carried.
14. Consideration of a motion on the Planning, Finance, Enterprise and Economic Development Committee's recommendation the Hotel/Motel request from the Waste Industry Historical Society in the amount of \$5,000.00
 The Committee recommended tabling the request for funding in order to gather more information regarding it.
 A motion was made my Weber, seconded by Garrigus to approve the recommendation to table the request in order to gather more information. All aye. Motion carried.
15. Consideration of a motion to prepare the sale of 221 4th St NW to Mebyer Corporation.
 A motion was made by Weber, seconded by Seeders to deny the sale of 221 4th St NW to Mebyer Corporation. All aye. Motion carried.
16. Consideration of a motion to move the December 26, 2022 council meeting to December 19, 2022.
 A motion was made by Seeders, seconded by Garrigus to approve moving the December 26, 2022 council meeting to December 19, 2022. All aye. Motion carried.

Committee Reports

17. Report from Lenz on the Park and Recreation Commission minutes.
 Full minutes are available at <https://www.cityofelweil.org/bc-parks/page/park-and-recreation-commission-1>
18. Report from Payne on the Library Board minutes.
 Full minutes are available at <https://www.oelwein.lib.ia.us/about/library-board-minutes-1>

19. Report from Stewart on the Airport Board minutes.

Full minutes are available at <https://www.cityofuelwein.org/bc-ab/page/airport-board-18>

Stewart reported the Airport Board is currently addressing a car being stored in a building but is not being charged rent.

20. Report from Payne on the Housing Board minutes.

Full minutes are available at <https://www.cityofuelwein.org/bc-hc/page/housing-committee-4>

Mayor's Report

Mayor DeVore plans to attend the December 8 Fayette County Landfill meeting to discuss the new census numbers and how they affect the City of Oelwein.

City Administrator's Report

A. City Administrator.

Mulfinger went on site visits to two demolition projects. Issues arose with one of the locations.

Adjournment

A motion was made by Seeders, seconded by Weber to adjourn the meeting at 7:15 PM.

All aye.

Motion carried.

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held November 28, 2022 and copy of said proceedings was furnished to the Register November 30, 2022.

Dylan Mulfinger, City Administrator

Instructions on the reverse side

For period (MM/DD/YYYY) 12 / 28 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Oelwein Liquor
Physical location address: 1011 Frederick Ave City: Oelwein ZIP: 50662
Mailing address: 3821 NW 8th Ct City: Ankeny State: IA ZIP: 50023
Business phone number: 319-238-8079

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Oelwein Liquors LLC
Mailing address: 3821 NW 8th Ct City: Ankeny State: IA ZIP: 50023
Phone number: 720-935-3700 Fax number: _____ Email: MLW.Holdings.IA@gmail.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Laura Woodward
Signature: Laura Woodward
Date: 11/11/2022

Name (please print): Matthew Woodward
Signature: Matthew Woodward
Date: 11/11/2022

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

General Instructions

- Fill in the month, day, and year that this application covers
- All permits expire annually on June 30th
- A new application must be submitted every year
- All items must be completed
- A permit will not be issued until the application is properly completed and approved

Business Information

- Fill in the trade name/DBA of the business
- Fill in the physical location address, city, and ZIP
- Fill in the mailing address or PO Box, city, and ZIP
- Fill in the 10-digit telephone number of the business

Legal Ownership Information

- Check the legal ownership type of the business
- Fill in the name(s) of the sole proprietor, partnership, the corporation, the LLC, or the LLP that is the legal owner of the business. This is not the store manager or the corporate president. Do not fill in the name of a person unless the type of ownership is sole proprietor.
- Fill in the 10-digit telephone number, fax number, and email address of the legal owner

Retail Information

- Check the box for the type of sales at the business
- If you make delivery sales of alternative nicotine or vapor products, also complete an Annual Application for Iowa Cigarette Permit, Tobacco Tax License, or Delivery Seller Permit 70-015.
- Check the types of products sold at the business
- Check the box that best describes the type of business establishment
- Print the name of the sole proprietor, the partner(s), or corporate official signing this application.
- Sign and date the application. The application must be signed by the owner, one of the partners, or one of the corporate officers listed above. A preparer's or store manager's signature is not acceptable.
- Return this application and fee to your local jurisdiction: city clerk (within city limits) or county auditor (outside of city limits).

Permit Fees

- The price of a retail permit depends on the location of the business and the month issued

| Location | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun |
|--------------------------|----------|---------|---------|---------|
| Outside of city limits | \$50.00 | \$37.50 | \$25.00 | \$12.50 |
| City of less than 15,000 | \$75.00 | \$56.25 | \$37.50 | \$18.75 |
| City of 15,000 or more | \$100.00 | \$75.00 | \$50.00 | \$25.00 |

For City Clerk/County Auditor Only

- Send completed/approved applications within 30 days of issuance to:
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Visit the Iowa Department of Revenue at (tax.iowa.gov) to find information regarding minimum price, a list of approved brands, a list of licensed distributors, and answers to frequently asked questions.

To subscribe to receive updates by email, visit the Department's website (tax.iowa.gov) and click on "Subscribe to Updates."

STATE OF IOWA RETAIL CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT

City Number 2022-0010

*In accordance with laws of the state of Iowa, and the action of
the City Council of Oelwein Iowa
(City)*

Business Location Name: Oelwein Liquor

Business Location Address: 1011 South Frederick Ave
Oelwein, Iowa 50662

Ownership Type: LLC.

Legal Owner Name: Oelwein Liquors LLC

Legal Owner Mailing Address: 3821 NW 8th Ct
Ankeny, IA 50023

Type of Sales: Over-the-Counter

*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products
at the business location address above*

in the City of Oelwein County of Fayette, Iowa.

*This permit is nontransferable, is effective from December, 20 22 and
automatically expires on June 30, 2023, unless suspended or revoked.*

*In Testimony Whereof, I have caused the seal of the said
City to be hereunto affixed. Done at Oelwein,
in the State of Iowa, this 12th day of December, 20 22.*

Issued By: _____
City Mayor or Clerk

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGE(S)

TO OWNER: City of Oelwein
20 2nd Ave SW
Oelwein, IA 50662

PROJECT: 2022 Plaza Demolition

APPLICATION NO: 1

Distribution to:

FROM CONTRACTOR:
Matt Construction, Inc.
203 Y Avenue
Sumner, IA 50674

VIA ARCHITECT:
Confluence
900 2nd St SE, Ste 104
Cedar Rapids, IA 52404

PERIOD TO: 12/7/2022

PROJECT NOS:

| | |
|-------------------------------------|------------|
| <input type="checkbox"/> | OWNER |
| <input type="checkbox"/> | ARCHITECT |
| <input checked="" type="checkbox"/> | CONTRACTOR |
| <input type="checkbox"/> | |

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

| | | |
|--|----|------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 117,504.90 |
| 2. Net change by Change Orders | \$ | |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | 117,504.90 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 115,765.00 |
| 5. RETAINAGE: | | |
| a. 5% of Completed Work | \$ | 5,788.25 |
| (Column D + E on G703) | | |
| b. 5% of Stored Material | \$ | |
| (Column F on G703) | | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | 5,788.25 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | \$ | 109,976.75 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 0.00 |
| 8. CURRENT PAYMENT DUE | \$ | 115,765.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 7,528.15 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$0.00 | \$0.00 |
| Total approved this Month (#1) | \$0.00 | \$0.00 |
| TOTALS | \$0.00 | \$0.00 |
| NET CHANGES by Change Order | \$0.00 | \$0.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Matt Construction, Inc.

By: Kelly Matt Date: 12/7/22

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 115,765.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Plaza Demolition

APPLICATION NO: 1

APPLICATION DATE: 12/7/2022

PERIOD TO: 12/7/2022

ARCHITECT'S PROJECT NO:

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G | | H BALANCE TO FINISH (C - G) | I RETAINAGE (IF VARIABLE RATE) |
|------------------|------------------------------|-------------------------|--|------------------|---|--|--------------|--------------------------------------|---|
| | | | D FROM PREVIOUS APPLICATION (D + E) | E THIS PERIOD | | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | | |
| 10 | Mobilization | \$5,000.00 | \$0.00 | \$5,000.00 | \$0.00 | \$5,000.00 | 100.00% | \$0.00 | \$250.00 |
| 20 | Building Demolition, Removal | \$109,265.00 | \$0.00 | \$109,265.00 | \$0.00 | \$109,265.00 | 100.00% | \$0.00 | \$5,463.25 |
| 30 | Temporary Seeding | \$1,739.90 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,739.90 | \$0.00 |
| 40 | Minor Traffic Devices | \$1,500.00 | \$0.00 | \$1,500.00 | \$0.00 | \$1,500.00 | 100.00% | \$0.00 | \$75.00 |
| | | \$117,504.90 | \$0.00 | \$115,765.00 | \$0.00 | \$115,765.00 | 98.52% | \$1,739.90 | \$5,788.25 |

HEARING ON PROPOSED AMENDMENT TO REVITALIZATION PLAN AND RESOLUTION TO ADOPT AMENDMENT

Oelwein, Iowa

421044-46

December 12, 2022

The City Council of the City of Oelwein, Iowa, met on December 12, 2022, at 6:00 p.m. at the Oelwein Council Chambers, in the City. The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

The Mayor announced that this was the time and place set for hearing on the December, 2022 Amendment to the Plan for the Oelwein Residential Revitalization Area. All written objections, statements, and evidence heretofore filed were read, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here, and on a separate page if necessary, list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ introduced the resolution next hereinafter set out, and moved that the said resolution be adopted; seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said resolution adopted, as follows:

RESOLUTION NO. _____

Resolution Adopting Amendment to the Plan for the Oelwein Residential Revitalization Area

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the “Code”) the City of Oelwein, Iowa (the “City”), has designated an area of the City as the Oelwein Residential Revitalization Area (the “Urban Revitalization Area”) and has adopted an Urban Revitalization Plan (the “Plan”) for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, it has been proposed that the Plan be amended to (1) update the foundational criteria for the Urban Revitalization Area; and (2) update the tax exemption schedules for the residential property tax classification; and

WHEREAS, pursuant to the provisions of the Code, before amending the Plan, the City must prepare an amendment to the Plan, hold a public hearing thereon, and otherwise comply with the procedures set forth therein; and

WHEREAS, an amended and restated plan (the “Restated Plan”) has been prepared and presented to the City Council for consideration in accordance with the provisions of the Code, said Amendment being in a form and having the contents as set forth in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, pursuant to the provisions of the Code, the City Council has held a public hearing on the Restated Plan on December 12, 2022;

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

Section 1. The Restated Plan is hereby adopted in the form attached hereto as Exhibit A.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved December 12, 2022.

Mayor

Attest:

City Administrator

ATTESTATION CERTIFICATE

STATE OF IOWA
FAYETTE COUNTY
CITY OF OELWEIN

SS:

I, the undersigned, City Administrator of the City of Oelwein, Iowa, do hereby certify that the above and foregoing is a true, correct and complete copy of the minutes of the public hearing on and approval of an amendment to the plan for the Oelwein Residential Revitalization Area, including a true and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this 12 day of December, 2022.

City Administrator

EXHIBIT A
RESTATED PLAN

December 9, 2022

Via Email

Dylan Mulfinger
City Administrator/City Hall
Oelwein, IA

Re: Oelwein Residential Revitalization Area
Our File No. 421044-46

Dear Dylan:

We have prepared and attach proceedings covering the hearing on the proposal to approve an amendment to the plan (the “Amendment”) for the Oelwein Residential Revitalization Area and the adoption of the Resolution approving the Amendment. These proceedings include the following items:

1. Minutes of the public hearing on the Amendment.
2. Resolution adopting the Amendment.
3. Attestation Certificate with respect to the validity of the transcript.

While it is not required by statute, we recommend that you file a copy of the Amendment and the resolution adopting it with the County Assessor.

If you have any questions, please contact John Danos, Erin Regan, Severie Orngard, or me.

Kind regards,

Amy Bjork

Attachments

cc: Barb Rigdon
Kaylonna McKee

ORDINANCE NO. 1205

AN ORDINANCE AMENDING SECTION 22-127 TO UPDATE HANDICAP PARKING UTILIZATION AS LISTED PERTAINING TO THE CODE OF ORDINANCES OF THE CITY OF OELWEIN, IOWA

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 the following within SECTION 22-127. HANDICAPPED PARKING DESIGNATED :

1. The following parking spaces are hereby set aside as special parking spaces designated only for the parking of motor vehicles displaying the special identification device issued pursuant to Chapter 321L, of the Iowa Code:

C. The following additional parking spaces are hereby set aside as special parking spaces designated only for the parking of motor vehicles displaying the special handicapped identification device issued pursuant to Chapter 321L, of the Iowa Code:

2. Northwest:

a. The first parking space on the West side of First Avenue Northwest, south of the yellow parking zone adjacent to the main entrance to the Oelwein Public Library, during such times as the library is open to the general public. (Ord. No. 954, Section 2, 11-24-1997.);

b. One parking space on the west side of the 400 block of Second Avenue Northwest adjacent to Harlan Elementary School.

Section 2. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by adding the following within SECTION 22-127. HANDICAPPED PARKING DESIGNATED :

Add to 22-127 B. South City Parking Lot

D. The most east space in the northern most row first row of the northwest corner South of 26 W Charles

Section 23 That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This Ordinance shall become effective upon the date specified above.

First reading – November 14, 2022
Second reading – November 28, 2022
Third reading – December 12, 2022

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 12 day of December, 2022.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded December 13, 2022.

Dylan Mulfinger, City Administrator

First Reading on November 14, 2022 :
It was moved by Payne and seconded by Weber that the Ordinance as read be adopted, and upon roll call there were:

Table with 4 columns: AYES, NAYS, ABSENT, ABSTAIN. Rows list names: Garrigus, M Weber, Lenz, Payne, Stewart, Seeders with 'X' marks in the AYES column.

Second Reading on November 28, 2022:

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

| | AYES | NAYS | ABSENT | ABSTAIN |
|----------|------|------|--------|---------|
| Garrigus | X | | | |
| M Weber | X | | | |
| Lenz | X | | | |
| Payne | X | | | |
| Stewart | X | | | |
| Seeders | X | | | |

Third Reading on December 12, 2022:

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 |
|----------|------|------|--------|---------|
| Garrigus | | | | |
| M Weber | | | | |
| Lenz | | | | |
| Payne | | | | |
| Stewart | | | | |
| Seeders | | | | |

ORDINANCE NO. 1206

AN ORDINANCE AMENDING ZONING SECTION 202.2(7)A AND 202.3(7)(A), SECTION 202.6 2, AND SECTION 104 47.

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 amending the following within Section 202.2(7).

R-1 District

~~Section 202.2(7) (a) Parcels of less than .5 acres may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 1,500 square feet of combined floor area and height to the peak not to exceed 18 feet.~~

~~Section 202.2(7) (b) Parcels of less than 3 acres but larger than .5 acre may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 2,000 square feet of combined floor area and height to the peak not to exceed 20 feet.~~

~~Section 202.2(7) (c) Parcels of 3 acres or larger may allow for accessory structure(s) attached or detached of 5000 square feet of combined floor area and height to the peak not to exceed 35 feet.~~

Replacing with:

R-1 District

Section 202.2(7) (a) Parcels of less than .5 acre may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 1,500 square feet of combined floor area and height to the peak not to exceed 18 feet.

Section 202.2(7) (b) Parcels of less than .75 acre but larger than .5 acre may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 2,000 square feet of combined floor area and height to the peak not to exceed 20 feet.

Section 202.2(7) (c) Parcels of less than 1.0 acre but larger than .75 acre may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 2,500 square feet of combined floor area and height to the peak not to exceed 20 feet.

Section 202.2(7) (d) Parcels of less than 1.5 acre but larger than 1.0 acre may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 3000 square feet of combined floor area and height to the peak not to exceed 20 feet.

Section 202.2(7) (e) Parcels of less than 3 acre but larger than 1.5 acre may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 4000 square feet of combined floor area and height to the peak not to exceed 20 feet.

Section 202.2(7) (f) Parcels of more than 3 acre may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 5000 square feet of combined floor area and height to the peak not to exceed 20 feet.

R-2 District

~~Section 203.2(7) (a) Parcels of less than .5 acres may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 1,500 square feet of combined floor area and height to the peak not to exceed 18 feet.~~

~~Section 203.2(7) (b) Parcels of less than 3 acres but larger than .5 acre may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 2,000 square feet of combined floor area and height to the peak not to exceed 20 feet.~~

~~Section 203.2(7) (c) Parcels of 3 acres or larger may allow for accessory structure(s) attached or detached of 5000 square feet of combined floor area and height to the peak not to exceed 35 feet.~~

Replacing with:

R-2 District

Section 202.2(7) (a) Parcels of less than .5 acre may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 1,500 square feet of combined floor area and height to the peak not to exceed 18 feet.

Section 202.2(7) (b) Parcels of less than .75 acre but larger than .5 acre may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 2,000 square feet of combined floor area and height to the peak not to exceed 20 feet.

Section 202.2(7) (c) Parcels of less than 1.0 acre but larger than .75 acre may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 2,500 square feet of combined floor area and height to the peak not to exceed 20 feet.

Section 202.2(7) (d) Parcels of less than 1.5 acre but larger than 1.0 acre may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 3000 square feet of combined floor area and height to the peak not to exceed 20 feet.

Section 202.2(7) (e) Parcels of less than 3 acre but larger than 1.5 acre may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 4000 square feet of combined floor area and height to the peak not to exceed 20 feet.

Section 202.2(7) (f) Parcels of more than 3 acre may allow for accessory structure(s) attached or detached of maximum combined size not to exceed 5000 square feet of combined floor area and height to the peak not to exceed 35 feet.

Section 2. That the General Ordinances of the City of Oelwein adopted February 10, 2003, be amended by amending the following within Section 202.6 2.

202.6 SPECIAL REQUIREMENTS

1. The R-1 District shall observe the fencing and shrubbery requirements as prescribed in Article 401 of this Ordinance.

2. ~~Steel corrugated siding is prohibited on buildings over 10' x 10' in size.~~ (Ord. No. 1010, 02-10-2003.) Steel, tin, and aluminum siding is allowed. Corrugated galvanized grey barn siding or roofing is not allowed.

Section 3. That the General Ordinances of the City of Oelwein adopted March 12, 1990, be amended by adding the following to Section 104 47.

47. LOT LINE, FRONT: Any lot line abutting the public right-of-way. Lots with multiple frontages shall have their front lot line defined as the side pertaining to the lot address.

Section 4. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This Ordinance shall become effective upon the date specified above.

First reading – November 28, 2022
Second reading – December 12, 2022
Third reading – December 19, 2022

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 19 day of December, 2022.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded December 20, 2022.

Dylan Mulfinger, City Administrator

First Reading on November 28, 2022:

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

| | AYES | NAYS | ABSENT | ABSTAIN |
|----------|------|------|--------|---------|
| Garrigus | X | | | |
| M Weber | X | | | |
| Lenz | X | | | |
| Payne | X | | | |
| Stewart | X | | | |
| Seeders | X | | | |

Second Reading on December 12, 2022:

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

Garrigus
M Weber
Lenz
Payne
Stewart
Seeders

Third Reading on December 19, 2022:

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

Garrigus
M Weber
Lenz
Payne
Stewart
Seeders

Code explanations:

After several discussions with Planning and Zoning, Board or Adjustment, and City Council, the city is moving forward with expanding sizes of accessory structures. Request for larger accessory structures continue to push this item.

After several discussions with Planning and Zoning, Board or Adjustment, and City Council, the city is moving forward with allowing new materials for siding as styles have changed. The city will not allow galvanized barn steel in any circumstances.

After several discussions with Planning and Zoning, Board or Adjustment, and City Council, the city is moving forward with creating one front yard for corner lots. This would clear up issues with building of accessory structures, fences, and required setbacks.

HEARING ON PROPOSED AMENDMENT TO REVITALIZATION PLAN AND RESOLUTION TO ADOPT AMENDMENT

Oelwein, Iowa

421044-46

December 12, 2022

The City Council of the City of Oelwein, Iowa, met on December 12, 2022, at 6:00 p.m. at the Oelwein Council Chambers, in the City. The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

The Mayor announced that this was the time and place set for hearing on the December, 2022 Amendment to the Plan for the Oelwein Residential Revitalization Area. All written objections, statements, and evidence heretofore filed were read, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here, and on a separate page if necessary, list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ introduced the resolution next hereinafter set out, and moved that the said resolution be adopted; seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said resolution adopted, as follows:

RESOLUTION NO. _____

Resolution Adopting Amendment to the Plan for the Oelwein Residential Revitalization Area

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the “Code”) the City of Oelwein, Iowa (the “City”), has designated an area of the City as the Oelwein Residential Revitalization Area (the “Urban Revitalization Area”) and has adopted an Urban Revitalization Plan (the “Plan”) for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, it has been proposed that the Plan be amended to (1) update the foundational criteria for the Urban Revitalization Area; and (2) update the tax exemption schedules for the residential property tax classification; and

WHEREAS, pursuant to the provisions of the Code, before amending the Plan, the City must prepare an amendment to the Plan, hold a public hearing thereon, and otherwise comply with the procedures set forth therein; and

WHEREAS, an amended and restated plan (the “Restated Plan”) has been prepared and presented to the City Council for consideration in accordance with the provisions of the Code, said Amendment being in a form and having the contents as set forth in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, pursuant to the provisions of the Code, the City Council has held a public hearing on the Restated Plan on December 12, 2022;

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

Section 1. The Restated Plan is hereby adopted in the form attached hereto as Exhibit A.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved December 12, 2022.

Mayor

Attest:

City Administrator

ATTESTATION CERTIFICATE

STATE OF IOWA
FAYETTE COUNTY SS:
CITY OF OELWEIN

I, the undersigned, City Administrator of the City of Oelwein, Iowa, do hereby certify that the above and foregoing is a true, correct and complete copy of the minutes of the public hearing on and approval of an amendment to the plan for the Oelwein Residential Revitalization Area, including a true and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this 12 day of December, 2022.

City Administrator

EXHIBIT A
RESTATED PLAN

December 9, 2022

Via Email

Dylan Mulfinger
City Administrator/City Hall
Oelwein, IA

Re: Oelwein Residential Revitalization Area
Our File No. 421044-46

Dear Dylan:

We have prepared and attach proceedings covering the hearing on the proposal to approve an amendment to the plan (the “Amendment”) for the Oelwein Residential Revitalization Area and the adoption of the Resolution approving the Amendment. These proceedings include the following items:

1. Minutes of the public hearing on the Amendment.
2. Resolution adopting the Amendment.
3. Attestation Certificate with respect to the validity of the transcript.

While it is not required by statute, we recommend that you file a copy of the Amendment and the resolution adopting it with the County Assessor.

If you have any questions, please contact John Danos, Erin Regan, Severie Orngard, or me.

Kind regards,

Amy Bjork

Attachments

cc: Barb Rigdon
Kaylonna McKee

Change Order No. 6

Date of Issuance: 12/8/2022

Effective Date:

Owner: City of Oelwein, Iowa

Owner's Contract No.:

Contractor: Maguire Iron, Inc.

Contractor's Project No.:

Engineer: FOX Strand

Engineer's Project No.: 3406-19A

Project: West Water Tower Repainting

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Item 1: Steel Repairs Adjustment – Adjustment for actual steel repairs performed and documented during construction, as indicated in the table below. **(Decrease of \$10,000)**

| Item | As Bid | | As-Built | | Adjustment | |
|--------------------------|--------|----------|----------|---------|------------|------------|
| | Qty | Cost | Qty | Cost | Qty | Cost |
| Line Welds @ \$120/LF | 50 | \$6,000 | 0 | 0 | -50 | (\$6,000) |
| Plug Welds @ \$50 each | 10 | \$500 | 0 | 0 | -10 | (\$500) |
| Plate Welds @ \$250 each | 25 | \$6,250 | 11 | \$2,750 | -14 | (\$3,500) |
| TOTAL | | \$12,750 | | \$2,750 | | (\$10,000) |

Item 2: Adjustment of Contract Completion Dates - The Contract completion dates are adjusted to September 27, 2021 for Substantial Completion and August 29, 2022 for Final Completion. **(Decrease of \$16,183.50)**

Attachments: None

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price: \$ <u>765,220.00</u> | Original Contract Times: Substantial Completion: <u>120 calendar days</u> Ready for Final Payment: <u>150 calendar days</u> |
| Increase from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : \$ <u>69,700.00</u> | Increase from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : Substantial Completion: <u>10 days</u> Ready for Final Payment: <u>10 days</u> |
| Contract Price prior to this Change Order: \$ <u>834,920.00</u> | Contract Times prior to this Change Order: Substantial Completion: <u>130 calendar days</u> Ready for Final Payment: <u>160 calendar days</u> |
| Decrease of this Change Order: \$ <u>26,183.50</u> | Increase of this Change Order: Substantial Completion: <u>September 27, 2021</u> Ready for Final Payment: <u>August 29, 2022</u> |
| Contract Price incorporating this Change Order: \$ <u>808,736.50</u> | Contract Times with all approved Change Orders: Substantial Completion: <u>September 27, 2021</u> Ready for Final Payment: <u>August 29, 2022</u> |

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 2

| | | |
|-------------------------------|-------------------|---------------------------------|
| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
| By: <u><i>Matt Hanes</i></u> | By: _____ | By: <u><i>[Signature]</i></u> |
| Engineer (if required) | Owner (Authorized | Contractor (Authorized |
| Title: <u>Project Manager</u> | Title: _____ | Title: <u>Dir of Operations</u> |
| Date: <u>12/8/2022</u> | Date: _____ | Date: <u>08 DEC 2022</u> |

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Engineer's Statement of Completion

| | |
|---|---|
| Project: West Water Tower Repainting | Date of Contract: July 15, 2020 |
| Owner: City of Oelwein, Iowa | Owner's Contract No.: |
| Engineer: FOX Strand | Engineer's Project No.: 3406-19A |
| Contractor: Maguire Iron, Inc. | |

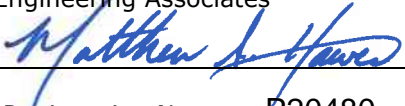
I hereby state that the construction of **West Water Tower Repainting** project by a Contract dated July 15, 2020, has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on August 29, 2022. The Contract completion date is August 29, 2022.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is \$808,736.50. The derivation of this total amount is tabulated on the attached sheet.

A total of \$758,736.50 has been paid previously and is tabulated on the attached sheet leaving \$50,000.00 due as of the date of this document. Ninety-five percent (95%) of the total amount due to the Contractor (\$768,299.68) should be paid after the acceptance of the construction by resolution of the City Council. Of the total amount due, \$9,563.18, as indicated in Pay Request #3 should be paid upon acceptance of construction. The remaining five percent (5%), or \$40,436.82, as indicated in Pay Request #4 shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates
 By: 
 Iowa Registration No.: P20480
 Date: 12/8/2022
 FOX Strand PN: 3406-19A

Accepted by:

Owner: _____
 Resolution: _____
 Date: _____
 Date Signed: _____
 Title: _____
 Attest: _____

Distribution:

- Engineer
- Contractor
- Owner
- IDNR

Summary of Derivation of Final Contract Amount

West Water Tower Repainting
 City of Oelwein, Iowa
 FOX Strand PN: 3406-19A/7038.015

Calculation of Final Contract Amount

| | |
|---------------------------------|----------------------|
| Original Contract Amount | \$ 765,220.00 |
| Change Order No. 1 | \$ 55,000.00 |
| Change Order No. 2 | \$ 1,500.00 |
| Change Order No. 3 | \$ 9,700.00 |
| Change Order No. 4 | \$ - |
| Change Order No. 5 | \$ 3,500.00 |
| Change Order No. 6 | \$ (26,183.50) |
| Final Contract Amount | <u>\$ 808,736.50</u> |

Calculation of Final Payment Amount

Amounts Paid on Previous Pay Applications

| | |
|-----------------------------------|----------------------|
| Pay Request No. 1 | \$ 189,496.50 |
| Pay Request No. 2 | <u>\$ 569,240.00</u> |
| Total Amount Paid | \$ 758,736.50 |
| Total Amount Remaining to be Paid | \$ 50,000.00 |

Final Amounts Due

| | |
|--|---------------------|
| Remaining Amount Less Retainage (Pay Request No. 3) | <u>\$ 9,563.18</u> |
| Retainage Amount (5%) | \$ 40,436.82 |
| Less Early Release of Retainage | <u>\$ -</u> |
| Remaining Retainage | \$ 40,436.82 |
| Final Payment Due for Retainage (Pay Request No. 4) = | <u>\$ 40,436.82</u> |

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
City of Oelwein
20 Second Ave SW
Oelwein, IA 50662

PROJECT:
500MG West Elevated Water Storage Tank

APPLICATION NO: Three
PERIOD TO: 9/1/2021 - 8/31/2022
PROJECT NOS: 3406-19A

FROM CONTRACTOR:
Maguire Iron
PO Box 1446
Sioux Falls, SD 57101

VIA ENGINEER:
Fox Engineering
414 South 17th St., Suite 107
Ames, IA 50010

CONTRACT DATE: 4/27/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

| | | |
|--|--|------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 765,220.00 |
| 2. Net change by Change Orders | \$ | 43,516.50 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | 808,736.50 |
| 4. TOTAL COMPLETED & STORED TO DATE | \$ | 808,736.50 |
| 5. RETAINAGE: | | |
| a. 5% of Work Completed (Column D + E on Continuation Sheet) | \$ 40,436.82 \$40,436.82 | |
| b. _____ % of Stored Material (Column F on Continuation Sheet) | \$ _____ | |
| Total Retainage (Line 5a + 5b) (Total in Column I on Continuation Sheet) | \$ 40,436.82 \$40,436.82 | |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | \$ | 768,299.68 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 758,736.50 |
| 8. CURRENT PAYMENT DUE | \$ 9,563.18 | |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 40,436.82 |

CONTRACTOR: MAGUIRE IRON, INC.

By: 

Date: 08 DEC 2022

ENGINEER'S RECOMMENDATION FOR PAYMENT

AMOUNT RECOMMENDED..... \$ 9,563.18

(Attached explanation if amount recommended differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

ENGINEER:
By: 

Date: 12/8/2022

OWNER'S APPROVAL:

By: _____

Date: _____

CONTINUATION SHEET

APPLICATION NO: Three
 APPLICATION DATE: 9/1/2021
 PERIOD TO: 10/31/2021
 ENGINEER'S PROJECT NO.: 3406-19A

APPLICATION AND CERTIFICATE FOR PAYMENT,
 containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts were variable retainage for line items may apply.

| A Item No. | B Description of Work | C Scheduled Value | D Work Completed | | F Materials Presently Stored (not in D or E) | G Total Completed & Stored to Date (D + E + F) | H Balance to Finish (C - G) | I Retainage (if Variable Rate) 5% |
|---------------|---|----------------------|-----------------------------------|----------------|---|---|--------------------------------|--------------------------------------|
| | | | E | | | | | |
| | | | From Previous Application (D + E) | This Period | | | | |
| 1 | Mobilization | \$ 15,000.00 | \$ 15,000.00 | | | \$ 15,000.00 | 100% | \$0.00 |
| 2 | Interior Surface Prep | \$ 66,000.00 | \$ 66,000.00 | \$ - | | \$ 66,000.00 | 100% | \$0.00 |
| 3 | Interior Paint | \$ 44,000.00 | \$ 44,000.00 | \$ - | | \$ 44,000.00 | 100% | \$0.00 |
| 4 | Exterior Surface Paint | \$ 180,000.00 | \$ 180,000.00 | \$ - | | \$ 180,000.00 | 100% | \$0.00 |
| 5 | Exterior Paint | \$ 120,000.00 | \$ 120,000.00 | \$ - | | \$ 120,000.00 | 100% | \$0.00 |
| 6 | Containment | \$ 150,000.00 | \$ 150,000.00 | \$ - | | \$ 150,000.00 | 100% | \$0.00 |
| 7 | Logo | \$ 8,000.00 | \$ 8,000.00 | \$ - | | \$ 8,000.00 | 100% | \$0.00 |
| 8 | Shell Ladder | \$ 10,000.00 | \$ 10,000.00 | \$ - | | \$ 10,000.00 | 100% | \$0.00 |
| 9 | Safety Climb and extended existing ladder | \$ 9,000.00 | \$ 1,500.00 | \$ 7,500.00 | | \$ 9,000.00 | 100% | \$0.00 |
| 10 | Replace wet riser access hatch | \$ 10,000.00 | \$ 10,000.00 | \$ - | | \$ 10,000.00 | 100% | \$0.00 |
| 11 | Modify Balcony Guardrail | \$ 7,500.00 | \$ 7,500.00 | \$ - | | \$ 7,500.00 | 100% | \$0.00 |
| 12 | New Overflow, Flapper, Spashpad | \$ 22,500.00 | \$ 22,500.00 | \$ - | | \$ 22,500.00 | 100% | \$0.00 |
| 13 | Spider rods | \$ 1,500.00 | \$ 1,500.00 | \$ - | | \$ 1,500.00 | 100% | \$0.00 |
| 14 | Remove Anti-Climb Device | \$ 5,000.00 | \$ 5,000.00 | \$ - | | \$ 5,000.00 | 100% | \$0.00 |
| 15 | Roof Vent | \$ 7,500.00 | \$ 7,500.00 | \$ - | | \$ 7,500.00 | 100% | \$0.00 |
| 16 | Riser Tube Grate | \$ 20,000.00 | \$ 20,000.00 | \$ - | | \$ 20,000.00 | 100% | \$0.00 |
| 17 | Repair concrete support piers | \$ 5,500.00 | \$ 5,500.00 | \$ - | | \$ 5,500.00 | 100% | \$0.00 |
| 18 | Valve Vault | \$ 44,770.00 | \$ 44,770.00 | \$ - | | \$ 44,770.00 | 100% | \$0.00 |
| 19 | Demolish and dispose existing shed and electrical equipment | \$ 7,500.00 | \$ 7,500.00 | \$ - | | \$ 7,500.00 | 100% | \$0.00 |
| 20 | Fencing, Site cleanup and restoration | \$ 15,000.00 | \$ - | \$ 15,000.00 | | \$ 15,000.00 | 100% | \$0.00 |
| 21 | Newforma Constructex | \$ 2,700.00 | \$ 2,700.00 | \$ - | | \$ 2,700.00 | 100% | \$0.00 |
| 22 | Misc repair (Seam welding, Plug weld and 25 plates) | \$ 13,750.00 | \$ - | \$ 13,750.00 | | \$ 13,750.00 | 100% | \$0.00 |
| 23 | Change Order #1 | \$ 55,000.00 | \$ 55,000.00 | \$ - | | \$ 55,000.00 | 100% | \$0.00 |
| 24 | Change Order #2 | \$ 1,500.00 | \$ 1,500.00 | \$ - | | \$ 1,500.00 | 100% | \$0.00 |
| 25 | Change Order #3 | \$ 9,700.00 | \$ 9,700.00 | \$ - | | \$ 9,700.00 | 100% | \$0.00 |
| 26 | Change Order #4 | \$ - | \$ - | \$ - | | \$ - | 100% | \$0.00 |
| 27 | Change Order #5 | \$ 3,500.00 | \$ 3,500.00 | \$ - | | \$ 3,500.00 | 100% | \$0.00 |
| 28 | Change Order #6 | \$ (26,183.50) | \$ - | \$ (26,183.50) | | \$ (26,183.50) | 100% | \$0.00 |
| | | \$808,736.50 | \$ 798,670.00 | \$ 10,066.50 | \$ - | \$ 808,736.50 | 100% | \$0.00 |
| | | | | | | | | \$ 40,436.82 |
| | | | | | | | | \$ 40,436.82 |

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
City of Oelwein
20 Second Ave SW
Oelwein, IA 50662

PROJECT:
500MG West Elevated Water Storage Tank

APPLICATION NO: Four - Final
PERIOD TO: 12/8/2022
PROJECT NOS: 3406-19A

CONTRACT DATE: 4/27/2020

FROM CONTRACTOR:
Maguire Iron
PO Box 1446
Sioux Falls, SD 57101

VIA ENGINEER:
Fox Engineering
414 South 17th St., Suite 107
Ames, IA 50010

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

| | | |
|---|----------|------------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 765,220.00 |
| 2. Net change by Change Orders | \$ | 43,516.50 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | 808,736.50 |
| 4. TOTAL COMPLETED & STORED TO DATE | \$ | 808,736.50 |
| 5. RETAINAGE: | | |
| a. 5% of Work Completed | \$ _____ | - |
| (Column D + E on Continuation Sheet) | | |
| b. _____ % of Stored Material | \$ _____ | |
| (Column F on Continuation Sheet) | | |
| Total Retainage (Line 5a + 5b) | \$ | - |
| (Total in Column I on Continuation Sheet) | | |
| 6. TOTAL EARNED LESS RETAINAGE | \$ | 808,736.50 |
| (Line 4 less Line 5 Total) | | |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ | 768,299.68 |
| (Line 6 from prior Certificate) | | |
| 8. CURRENT PAYMENT DUE | \$ | 40,436.82 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE | \$ | - |
| (Line 3 less Line 6) | | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: MAGUIRE IRON, INC.

By: 

Date: 08 DEC 2022

ENGINEER'S RECOMMENDATION FOR PAYMENT

AMOUNT RECOMMENDED..... \$ 40,436.82

(Attached explanation if amount recommended differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

ENGINEER:

By: 

Date: 12/8/2022

OWNER'S APPROVAL:

By: _____

Date: _____

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

APPLICATION NO: Four - Final
 APPLICATION DATE: 11/1/2022
 PERIOD TO: 12/8/2022
 ENGINEER'S PROJECT NO.: 3406-19A

In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts were variable retainage for line items may apply.

| A Item No. | B Description of Work | C Scheduled Value | D Work Completed | | F Materials Presently Stored (not in D or E) | G Total Completed & Stored to Date (D + E + F) | | H Balance to Finish (C - G) | I Retainage (If Variable Rate) 5% |
|---------------|---|----------------------|-----------------------------------|-------------|---|---|-------------|--------------------------------|--------------------------------------|
| | | | From Previous Application (D + E) | This Period | | % | (G/C) | | |
| | | | | | | | | | |
| 1 | Mobilization | \$ 15,000.00 | \$ 15,000.00 | | | \$ 15,000.00 | 100% | \$0.00 | |
| 2 | Interior Surface Prep | \$ 66,000.00 | \$ 66,000.00 | \$ - | | \$ 66,000.00 | 100% | \$0.00 | |
| 3 | Interior Paint | \$ 44,000.00 | \$ 44,000.00 | \$ - | | \$ 44,000.00 | 100% | \$0.00 | |
| 4 | Exterior Surface Paint | \$ 180,000.00 | \$ 180,000.00 | \$ - | | \$ 180,000.00 | 100% | \$0.00 | |
| 5 | Exterior Paint | \$ 120,000.00 | \$ 120,000.00 | \$ - | | \$ 120,000.00 | 100% | \$0.00 | |
| 6 | Containment | \$ 150,000.00 | \$ 150,000.00 | \$ - | | \$ 150,000.00 | 100% | \$0.00 | |
| 7 | Logo | \$ 8,000.00 | \$ 8,000.00 | \$ - | | \$ 8,000.00 | 100% | \$0.00 | |
| 8 | Shell Ladder | \$ 10,000.00 | \$ 10,000.00 | \$ - | | \$ 10,000.00 | 100% | \$0.00 | |
| 9 | Safety Climb and extended existing ladder | \$ 9,000.00 | \$ 9,000.00 | \$ - | | \$ 9,000.00 | 100% | \$0.00 | |
| 10 | Replace wet riser access hatch | \$ 10,000.00 | \$ 10,000.00 | \$ - | | \$ 10,000.00 | 100% | \$0.00 | |
| 11 | Modify Balcony Guardrail | \$ 7,500.00 | \$ 7,500.00 | \$ - | | \$ 7,500.00 | 100% | \$0.00 | |
| 12 | New Overflow, Flapper, Spashpad | \$ 22,500.00 | \$ 22,500.00 | \$ - | | \$ 22,500.00 | 100% | \$0.00 | |
| 13 | Spider rods | \$ 1,500.00 | \$ 1,500.00 | \$ - | | \$ 1,500.00 | 100% | \$0.00 | |
| 14 | Remove Anti-Climb Device | \$ 5,000.00 | \$ 5,000.00 | \$ - | | \$ 5,000.00 | 100% | \$0.00 | |
| 15 | Roof Vent | \$ 7,500.00 | \$ 7,500.00 | \$ - | | \$ 7,500.00 | 100% | \$0.00 | |
| 16 | Riser Tube Grate | \$ 20,000.00 | \$ 20,000.00 | \$ - | | \$ 20,000.00 | 100% | \$0.00 | |
| 17 | Repair concrete support piers | \$ 5,500.00 | \$ 5,500.00 | \$ - | | \$ 5,500.00 | 100% | \$0.00 | |
| 18 | Valve Vault | \$ 44,770.00 | \$ 44,770.00 | \$ - | | \$ 44,770.00 | 100% | \$0.00 | |
| 19 | Demolish and dispose existing shed and electrical equipment | \$ 7,500.00 | \$ 7,500.00 | \$ - | | \$ 7,500.00 | 100% | \$0.00 | |
| 20 | Fencing, Site cleanup and restoration | \$ 15,000.00 | \$ 15,000.00 | \$ - | | \$ 15,000.00 | 100% | \$0.00 | |
| 21 | Newforma Constructex | \$ 2,700.00 | \$ 2,700.00 | \$ - | | \$ 2,700.00 | 100% | \$0.00 | |
| 22 | Misc repair (Seam welding, Plug weld and 25 plates) | \$ 13,750.00 | \$ 13,750.00 | \$ - | | \$ 13,750.00 | 100% | \$0.00 | |
| 23 | Change Order #1 | \$ 55,000.00 | \$ 55,000.00 | \$ - | | \$ 55,000.00 | 100% | \$0.00 | |
| 24 | Change Order #2 | \$ 1,500.00 | \$ 1,500.00 | \$ - | | \$ 1,500.00 | 100% | \$0.00 | |
| 25 | Change Order #3 | \$ 9,700.00 | \$ 9,700.00 | \$ - | | \$ 9,700.00 | 100% | \$0.00 | |
| 26 | Change Order #4 | \$ - | \$ - | \$ - | | \$ - | 100% | \$0.00 | |
| 27 | Change Order #5 | \$ 3,500.00 | \$ 3,500.00 | \$ - | | \$ 3,500.00 | 100% | \$0.00 | |
| 28 | Change Order #6 | \$ (26,183.50) | \$ (26,183.50) | \$ 0 | | \$ (26,183.50) | 100% | \$0.00 | |
| | | \$808,736.50 | \$ 808,736.50 | \$ - | \$ - | \$ 808,736.50 | 100% | \$0.00 | \$ - |

CONTRACT FOR LEGAL SERVICES

IT IS AGREED between the City of Oelwein, Iowa (“City”), and Lynch Dallas, P.C. (“Attorneys”), as follows:

1. **LEGAL SERVICES.** Lynch Dallas, P.C. will serve as City Attorney and will provide legal services on an as-needed basis.

2. **EXPENSES.** In addition to payment for fees, the City shall reimburse Attorneys for reasonable expenses incurred on behalf of the City, including but not limited to computer-aided legal research, federal mileage rate for travel, cost of securing records or documents, photographs, hospital records, medical reports, medical examinations, filing fees, court costs, depositions, expert witness fees, and other reasonable expenses incurred by Attorneys for the City. In the case of very large expenses, the City may be required to pay said expenses directly or in advance. Any unpaid expense will be billed periodically by Attorneys and will be paid by City upon billing. Any unused expense money advanced to Attorneys by the City shall be refunded to the City.

Reimbursement of Expenses

| | |
|----------------------------|--|
| Filing Fees | Actual Cost |
| Postage | Actual Cost |
| Mileage | Federal Rate (IRS) |
| Online Research (Westlaw®) | \$40.00/search (not to exceed one charge per research project) |
| Color Copies | \$0.60/page |

3. **FEES.** The City shall pay Attorneys for fees at the following hourly rates:

| | |
|-----------------------------|----------|
| Shareholders | \$200.00 |
| Associates | \$175.00 |
| Paralegals/Legal Assistants | \$125.00 |

The City shall be billed an attorney’s usual hourly rate for travel time, plus reimbursement for mileage at the federal rate, as set forth above.

4. **BILLING.** The City shall be billed monthly for fees and expenses incurred in the previous month. Attorneys shall bill in increments of .1 (one-tenth) of an hour, and each entry shall be separately accounted and described. It is the City’s responsibility to ask questions if a bill requires clarification. Bills shall be paid within thirty (30) days of receipt.

5. **PLACE OF PAYMENT.** All sums due shall be paid at Attorneys' office, Lynch Dallas, P.C., P.O. Box 2457, 526 Second Avenue SE, Cedar Rapids, Iowa 52406-2457.

6. **COMMUNICATION.** Consistent with the City’s desire to balance the efficient control of legal expenses with the need for the City’s politically elected to leaders to be kept aware of important developments, Attorneys shall use reasonable best efforts to ensure the City Administrator, Mayor, and the City Council are appropriately informed of ongoing matters and questions are answered promptly. The City’s point of contact with the authority to authorize legal work and advice shall be the City Administrator unless or until additional authorization is provided by City Council.

7. **CONTINUING CONTRACT; RATE ADJUSTMENT.** This Contract shall continue in full force and effect without action of the parties. Considering the ongoing nature of this Contract, it may be necessary for Attorneys to periodically adjust hourly rates and/or expenses to account for

changing market conditions. Attorneys shall submit hourly rate and/or expense adjustments to the City in writing on or before January 1 of the year during which the adjusted hourly rates and/or expenses will take effect, with such adjusted hourly rates and/or expenses to automatically take effect on July 1st of said year.

8. **DISCHARGE OR WITHDRAWAL.** The City shall have the right to terminate Attorneys at any time. The City will, however, still owe Attorneys any money due at the time the City gives notice of that decision including but not limited to advanced costs and the recoverable hourly rate noted above already expended on the City’s behalf pursuant to this Contract. Attorneys have the right to withdraw from representing the City if: (a) the City insists upon pursuing an objective Attorneys deems to be imprudent; (b) the City makes representation unreasonably difficult or unethical; (c) the City fails to disclose information after being asked to do so or discloses false information; (d) the City fails to cooperate in pursuing its matters; (e) the City fails to pay fees or expenses when due; or (f) other good cause for withdrawal exists. Attorneys do not waive their right to withdraw even where they continue to represent the City after an event permitting withdrawal.

9. **RECORDS.** At the City’s request upon termination, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and charges. Attorneys’ files, including attorney work product, pertaining to the above referenced representation will be retained by Attorneys. For various reasons, including the minimization of unnecessary storage expenses, Attorneys reserve the right to dispose of any documents or other material retained by Attorneys following termination of this engagement in accordance with applicable industry standards.

10. **GENERAL PROVISIONS.** This Contract replaces all prior agreements between the parties and contains the entire agreement of the parties. This Contract shall not be amended except by a written instrument duly signed by the City and Attorneys. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

Dated the _____ day of _____ 2022.

CITY OF OELWEIN, IOWA

LYNCH DALLAS, P.C.

By: Brett DeVore, Mayor

By: Douglas D. Herman, Shareholder

Attest:

Dylan Mulfinger, City Administrator

Amendment to:

**CONTRACT FOR SERVICES BETWEEN
UPPER EXPLORERLAND REGIONAL PLANNING COMMISSION
AND THE CITY OF OELWEIN**

**CDBG-CV PUBLIC FACILITIES PROJECT
#20-CVN-023**

To include the following language:

Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

PASSED and APPROVED

Upper Explorerland Regional Planning Commission

The City of Oelwein

Date

Date

Rachelle Howe, Executive Director

Brett Devore, Mayor

ATTEST: Diana Johnson, Economic Development
Department Head

ATTEST: Dylan Mulfinger, City Manager

Amendment to:

**CONTRACT FOR SERVICES BETWEEN
UPPER EXPLORERLAND REGIONAL PLANNING COMMISSION
AND THE CITY OF OELWEIN**

**CDBG SEWER IMPROVEMENT PROJECT
#22-WS-021**

To include the following language:

Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

PASSED and APPROVED

Upper Explorerland Regional Planning Commission

The City of Oelwein

Date

Date

Rachelle Howe, Executive Director

Brett Devore, Mayor

ATTEST: Diana Johnson, Economic Development
Department Head

ATTEST: Dylan Mulfinger, City Manager

RCVCD
4/6/22 9:12
Salem

Item 15.

4-6-22

To Whom this may concern:
I Charlie Shannon am speaking
about the property of 516 1st Ave. N.W.
Oelwein, IA. 50662

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

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.

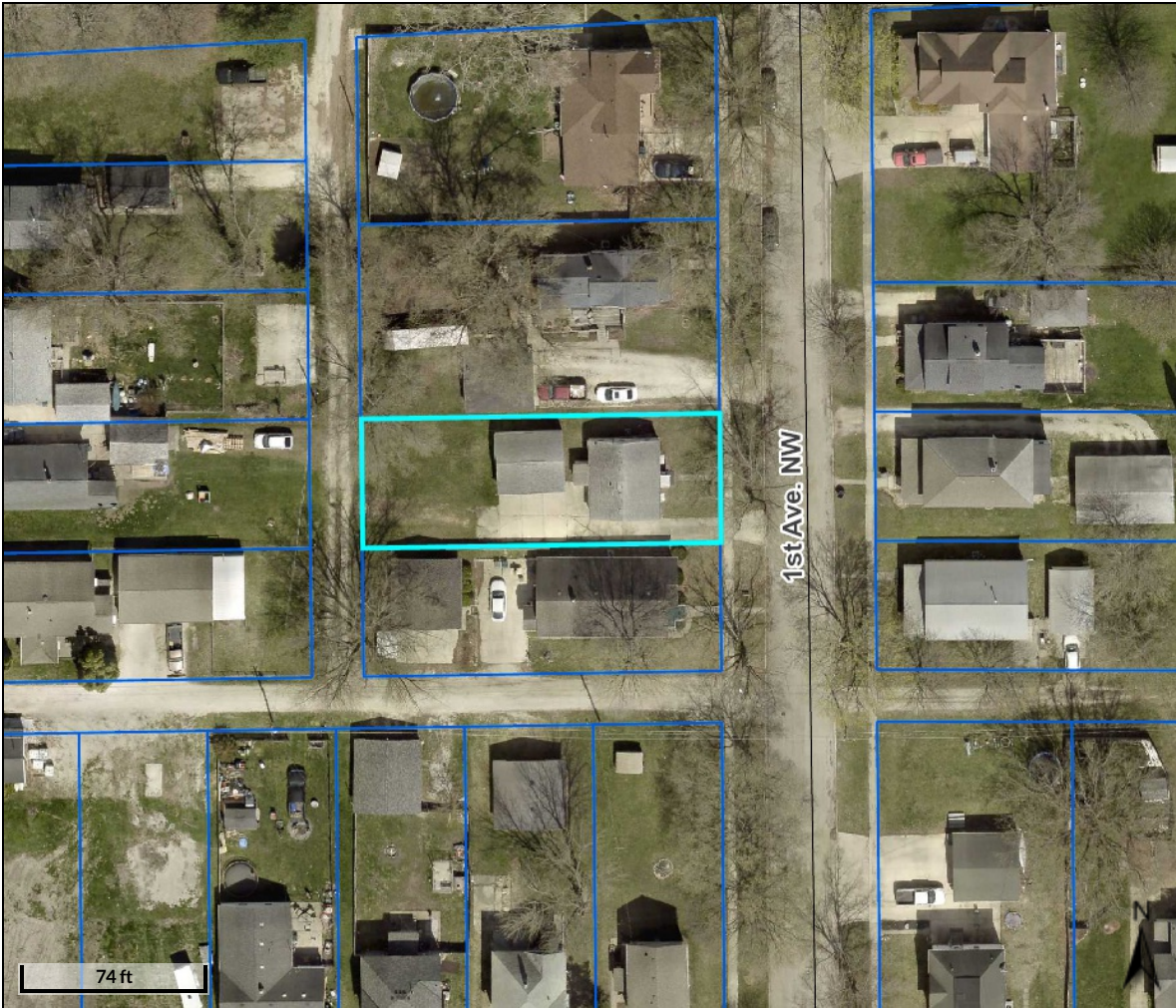
I Thank You All for your time and patients and look for to hearing from you.

Sincerely,

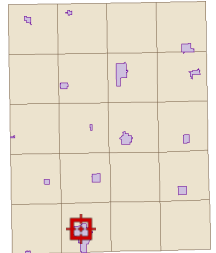
Charlie Shannon

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> | | | | |

Disclaimer: Fayette County, the Fayette County Assessor and their employees make every effort to produce and publish the most current and accurate information possible. The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. See the recorded documents for more detailed legal information. Data is provided in "as is" condition. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Fayette County and its employees assume no responsibility for the consequences of inappropriate uses or interpretations of the data. Any person that relies on any information obtained from this site does so at his or her own risk. All critical information should be independently verified. If you have questions about this site please contact the Assessor's Office at (563) 422-3397.

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 |

File #

Permit #

License #



Property



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



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

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

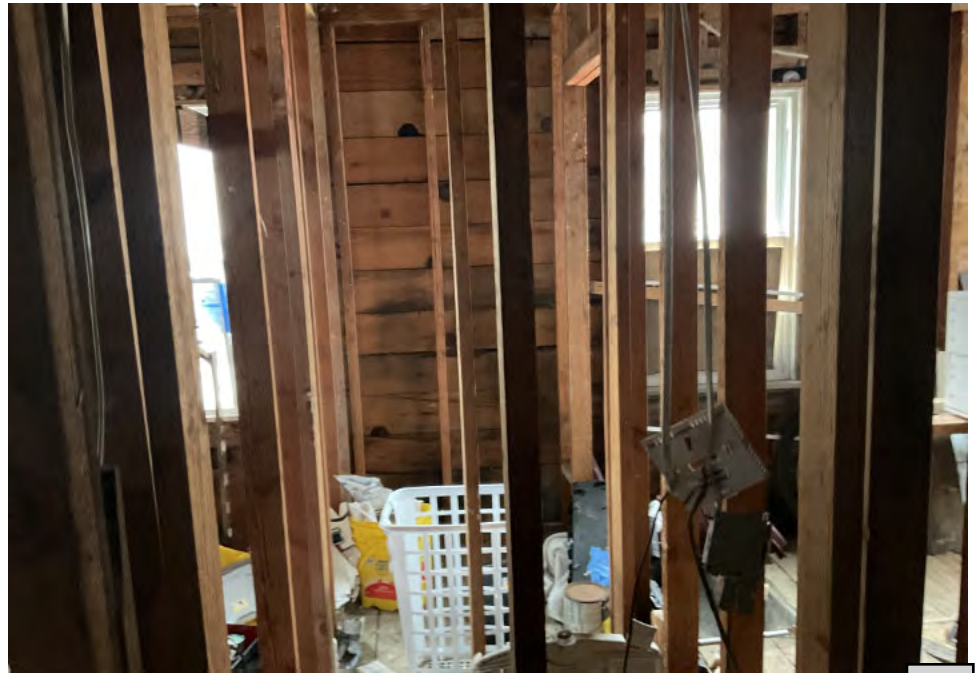




















**REAL ESTATE CONTRACT-INSTALLMENTS
Recorder's Cover Sheet**

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



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

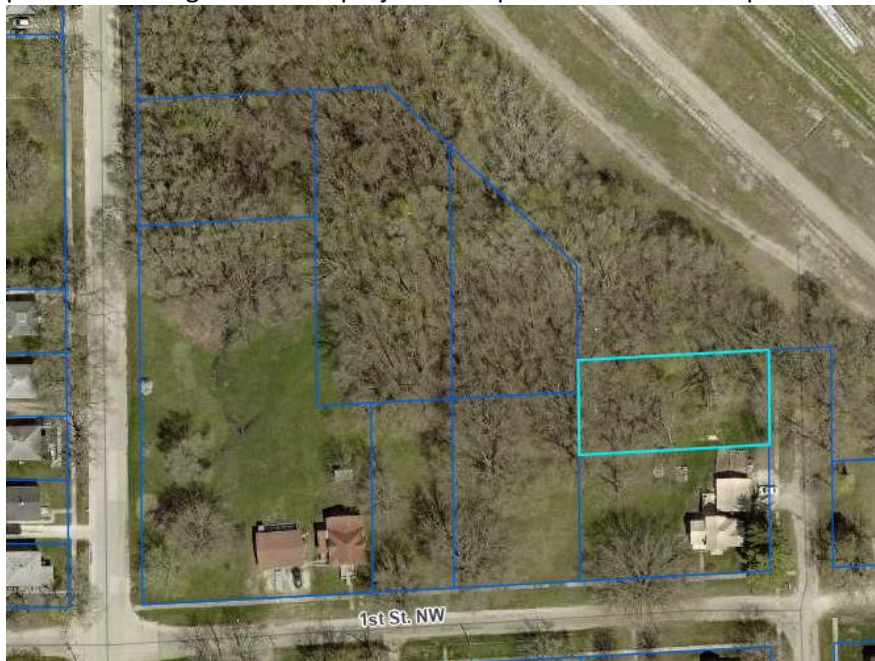


12/8/2022

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%2fApplication.aspx%3fAppID%3d79%26LayerID%3d705%26PageTypeID%3d4%26PageID%3d522%26Q%3d49910697%26Key%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,tquxi7oJrp1L0XJJeepUPs9U3zSh0hCDQo3nKcpYiitokP1vyUnU1YlhQDGxAqL71fCjmlIHJmeJuHkMxS8WjKM2L6PuZPBzv01mNz1zLYkhys3yr8vLuDsNA,,&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,1,8F4q4CK-gtzGtpwEVyEmSlksO-2e-guj_kLUq6OCXgz8DOa9JSxSUFQ1WOp99DZKDeMFuPYsqgkh0CmA-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.



20 2nd Ave. S.W.
Oelwein, Iowa 50662



buildingadmin@CityofOelwein.org
www.CityofOelwein.org



Phone: (319) 283-5862
Fax: (319) 283-4032



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

A handwritten signature in blue ink that reads "David Kral".





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 # 11730
Date: 11/30/2022
Due Upon Receipt

City of Oelwein nuisance/abatement work

nuisance/abatement work 657A's

| Type | Date | Notes | Quantity | Rate | Total |
|---------|------------|--|----------|----------|---------|
| Service | 11/03/2022 | email to CE, review file and EDMS, look up sheriff office fees for service | 0.30 | \$61.90 | \$18.57 |
| Service | 11/03/2022 | Telephone call with C LORZEN RE. 619 North East 1st street Chad Purdy project . Email to Community development | 0.50 | \$139.16 | \$69.58 |
| Service | 11/07/2022 | email spreadsheet | 0.20 | \$61.90 | \$12.38 |
| Service | 11/07/2022 | mail letter to maddigan, discuss with city, draft, email to pat | 0.60 | \$61.90 | \$37.14 |
| Service | 11/09/2022 | Review settlement agreement proposal and respond to the same community development office | 0.50 | \$139.16 | \$69.58 |
| Service | 11/15/2022 | review cases and filings, update spreadsheet email to cd | 0.20 | \$61.90 | \$12.38 |
| Service | 11/16/2022 | review filing update spreadsheet | 0.30 | \$61.90 | \$18.57 |
| Service | 11/17/2022 | email to CD, draft application and proposed order, scan in consent and aos, email to pat for approval. | 1.00 | \$61.90 | \$61.90 |
| Service | 11/18/2022 | email from sam re tax sale cert, email review to recorder, file review, email to sam, discuss transition | 0.40 | \$61.90 | \$24.76 |
| Service | 11/22/2022 | file motion , proposed order, consent, and aos email from pat | 0.50 | \$61.90 | \$30.95 |
| Expense | 11/28/2022 | Reimbursable expenses: cert copy of order | 1.00 | \$30.00 | \$30.00 |
| Service | 11/28/2022 | draft recorder cover sheet, call clerk for cert order, mil | 0.50 | \$61.90 | \$30.95 |

| to be recorded | | | | | |
|----------------|------------|---|------|--------------|-----------------|
| Expense | 11/28/2022 | Reimbursable expenses: Recording fee for Maddigan | 1.00 | \$27.00 | \$27.00 |
| Service | 11/29/2022 | update case spreadsheet, calendar events | 0.30 | \$61.90 | \$18.57 |
| | | | | Total | \$462.33 |

Detailed Statement of Account

Other Invoices

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|----------------|------------|------------|-------------------|-------------|
| 11601 | 10/31/2022 | \$1,961.10 | \$0.00 | \$1,961.10 |

Current Invoice

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due | |
|----------------|------------|------------|-------------------|---------------------------------|-------------------|
| 11730 | 11/30/2022 | \$462.33 | \$0.00 | \$462.33 | |
| | | | | Outstanding Balance | \$2,423.43 |
| | | | | Total Amount Outstanding | \$2,423.43 |

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 # 11731
Date: 11/30/2022
Due Upon Receipt

| Type | Date | Notes | Quantity | Rate | Total |
|---------|------------|---|----------|--------------|-----------------|
| Service | 10/31/2022 | Flat Rate: Collection letter to Rhythm Studios/Cat Nolan | 1.00 | \$35.00 | \$35.00 |
| Expense | 11/01/2022 | Reimbursable expenses: 2 certified mail to Cat Nolan Rhythm Studios | 1.00 | \$15.70 | \$15.70 |
| Service | 11/03/2022 | Flat Rate: Drafting utility easement for pool drain | 1.00 | \$125.00 | \$125.00 |
| Expense | 11/04/2022 | Reimbursable expenses: Recording fee for mortgage with Morgan | 1.00 | \$32.00 | \$32.00 |
| Service | 11/14/2022 | review settlement and release document. | 0.25 | \$139.16 | \$34.79 |
| Service | 11/14/2022 | attend city council meeting. | 0.50 | \$139.16 | \$69.58 |
| Service | 11/15/2022 | Flat Rate: Drafting release of mortgage for Matt Stewart | 1.00 | \$75.00 | \$75.00 |
| Expense | 11/22/2022 | Reimbursable expenses: Recording fee for release of mortgage with Stewart | 1.00 | \$7.00 | \$7.00 |
| Expense | 11/22/2022 | Reimbursable expenses: Recording fee for Carey deed | 1.00 | \$17.00 | \$17.00 |
| Service | 11/28/2022 | Attend council meeting | 1.00 | \$139.16 | \$139.16 |
| | | | | Total | \$550.23 |

Detailed Statement of Account

Other Invoices

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|----------------|------------|------------|-------------------|-------------|
| 11586 | 10/31/2022 | \$2,527.55 | \$0.00 | \$2,527.55 |

Current Invoice

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|----------------|------------|------------|-------------------|-------------|
| 11731 | 11/30/2022 | \$550.23 | \$0.00 | \$550.23 |

Outstanding Balance **\$3,077.78**
Total Amount Outstanding **\$3,077.78**

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: 12/12/2022

Consent Agenda

- 1. Consideration of a motion to approve the November 28, 2022 minutes.
- 2. Consideration of a motion to approve 2022-2023 Cigarette/Tobacco Permit for Oelwein Liquors, LLC.
- 3. Consideration of a motion approving Pay Application #1 to Confluence in the amount of \$115,765.00 for the 2022 Plaza Demolition.
- 4. Consideration of a motion authorizing beer and wine tasting at Oelwein Public Library's Chocolate Festival February 10, 2023.

Public Hearing

- 5. Public Hearing on Proposed Amendment to the Plan for the Oelwein Residential Revitalization Area.
 - 1. This public hearing is necessary in allowing Council to amend the Residential Revitalization Area to allow for new tax abatement program.

Ordinances

- 6. Consideration of an Ordinance Amending Section 22-127 To Update Handicap Parking Utilization - Third and Final Reading.
 - 1. This will take away two handicap parking spots no longer needed and add one for the Plentiful Pantry. The City Administrator recommends approving the third and final reading.
- 7. Consideration of an Ordinance amending Zoning Section 202.2(7)A And 202.3(7)(A), Section 202.6 2, And Section 104 47. - Second Reading.
 - 1. This ordinance will change accessory structure size, metal siding, and front lot line for corner lots. Council discussed this in a work session and received recommendations from Planning and Zoning and Board of Adjustment. The City Administrator recommends approving the second reading.

Resolutions

- 8. Consideration of a Resolution Adopting Amendment to the Plan for the Oelwein Residential Revitalization Area.
 - 1. This will allow the city to provide a new tax abatement program for residential homes and units. The City Administrator recommends approving the resolution.



Motions

9. Consideration of a motion to approve the Change Order No 6 in the amount of -\$16,183.50 as provided by FOX Strand for the West Water Tower repainting.
 1. This change order represents work that was not needed in the tower. The City Administrator recommends approving the change order.
10. Consideration of a motion approving signature on the Engineer's Statement of Completion as provided by FOX Strand for the West Water Tower.
 1. The tower was substantial completed in a timely manner and did not interrupt city business. The City Administrator recommends approving completion of the project.
11. Consideration of a motion Pay Request No. 3 in the amount of \$9,563.18 as provided by FOX Strand for the West Water Tower.
 1. This work has been completed to a satisfactory level and is ready to be paid to the contractor. The City Administrator recommends approving the pay request.
12. Consideration of a motion approving Pay Request No 4 in the amount of \$40,436.82 as provided by FOX Strand for the West Water Tower repainting.
 1. This is the final payment for the project. All work has been done and the tower is operating. The City Administrator recommends approving the pay request. This will be the last payment.
13. Consideration of a motion to enter into a contract with Lynch Dallas, P.C. for City Attorney services.
 1. Council directed the City Administrator to work on a contract with Lynch Dallas for City Attorney services. This contract will work well for the city and Lynch Dallas will be a great resource. The City Administrator recommends approving the contract.
14. Consideration of a motion approving signatures on UERPC administration amendment for CDBG plaza park project and CDBG sewer project.
 1. With both projects having CDBG grants it is important to have a professional administer these grants. The city has worked well with UERPC. The City Administrator recommends approving the amendment.
15. Consideration of a motion to approve the Planning, Finance, Enterprise, and Economic Committee's recommendation the project extension request from Charlie Shannon on 516 1st Ave NW.
 1. The City Administrator explains his recommendation in his memo. The City Administrator recommends approving an extension to July 1.



16. Consideration of a motion to approve the Planning, Finance, Enterprise and Economic Development Committee's recommendation the Oelwein Chamber and Area Development funding request in the amount of \$50,000 for the Oelwein Sesquicentennial.
 1. The City Administrator recommends approving the funding for the Sesquicentennial.
17. Consideration of a motion to accept the Schaer Trust properties.
 1. The City Administrator recommend acquiring these properties so that the city can sell them and get them back on the tax roll.



PARKS MONTHLY UPDATE, NOVEMBER 2022
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

This month in the park department we have been super busy completing tasks with very limited staff. The first week of the month was it for seasonal employees as they wrapped up by preparing a burial on Monday at Woodlawn and a cremation burial to prepare for the following Monday morning. The first Monday this month I hosted the tree board monthly meeting at the shop as we reviewed our Tree's Forever planting and talked about some other programs. The new electrical service was run to the storage buildings at Woodlawn by Alliant this past week. The light to the flagpole was part of the old system and will not work with what was put in. We are working on options for this as we put a solar light on the flag for now. The window was broken out of the storage building at the cemetery, so Nate got it covered up for the winter months as this is a cold storage building. On the first Tuesday of the month, I attended the county REAP meeting at the conservation shop where we developed the county 5 year REAP plan. Nate took the skid loader to Levin Park and moved the stones around from the trail segment 3 project so that no one can drive through the area from 4th street SW. Maintenance has started on the mowers as they are power sprayed and gone through completely. I prepared the agenda for the park and rec meeting Wednesday evening as we will discuss our grant improvement proposal to the commission. The second week of the month Nate and I travelled to Fayette to attend our CEU class for our pesticide applicator license.

This past Wednesday, Johnson hosted the park and rec meeting at city hall where he submitted the proposal for improvements to the board. Burkhart and Johnson gave a presentation to the board and answered any questions they had. On Monday evening, the same presentation was given to council and approved in the regular meeting. Johnson made the required copies and submitted the proposal to the foundation the following day. On the second Tuesday of the month, Johnson hosted the trails committee meeting at the parks building. At the meeting the committee discussed alignment of segments 4 & 5 to City Park. Nate has been busy working on various projects including straightening out one of the gates at City Park that someone hit with a vehicle. The employees prepared a full grave for a Friday burial at Woodlawn. Maintenance is being completed on snow removal equipment this week as we had the first snow of the season. Maintenance on all the other mowing equipment has been ongoing too. Johnson finished up his CEU's for his pesticide applicator license this week in Fayette.

The gates at City Park were repaired and closed for the season. This past week we prepared a full burial at Woodlawn and this week the employees prepared another grave. The spoil piles at Woodlawn were pushed up before everything starts to freeze to keep the area clean. The new disc golf basket signs arrived this week for the City Park course. Nate has been working on the maintenance of the equipment as he has started in on the trucks this past week. A new bumper was installed on P3 that has been needing replaced and grill was given a fresh coat of paint. Johnson has been working on various grants as well as the department year-end report. Johnson also spent some time this past week updating the cemetery burial application and foundation order forms. Two steel plates were ordered for the cemetery sign that the school is working on this semester to wrap the project that has been ongoing. Updates to the park webpage were completed this week as well. The new low board diving stand was picked up this week from Carrico Aquatics which is a CIP item that will be installed in the spring at the pool.

PARKS MONTHLY UPDATE, NOVEMBER 2022
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

SOLAR LIGHT



WINDOW BOARDED UP



CREMATION PREP



TRAIL WORK



MAINTENANCE



GRAVE PREP



REAP MEETING



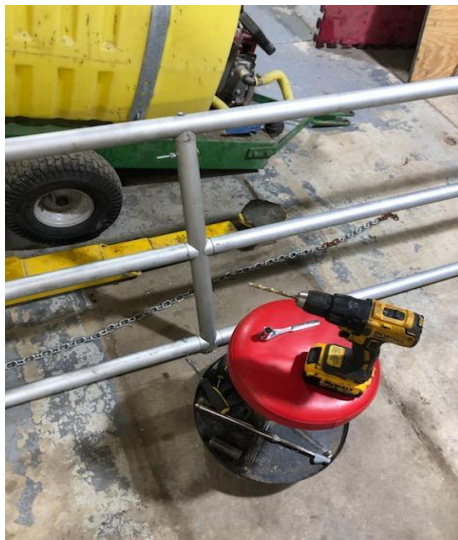
PARKS MONTHLY UPDATE, NOVEMBER 2022
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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

CEU CLASS



GATE REPAIR



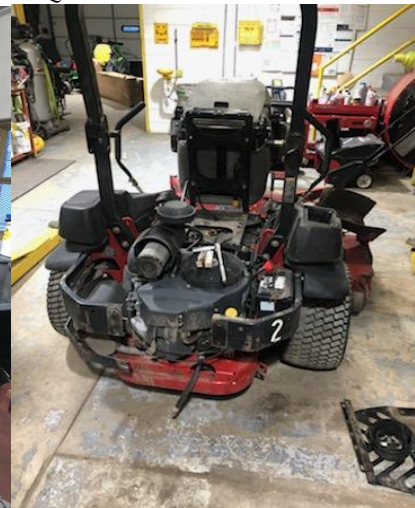
GRAVE PREP



SNOW REMOVAL PREP



EQUIP. MAINTENANCE



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GATES REPAIRED



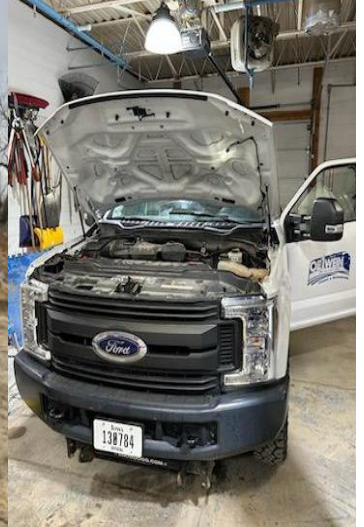
GRAVES DUG



PILES CLEANED



MAINTENANCE



DISC GOLF SIGNAGE



BUMPER REPLACED





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Daily Activities www.oelwein.fun

- ❖ Clean/organize 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
- ❖ Weed spraying
- ❖ Trail sweeping
- ❖ Woodlawn burials

Progress on Projects www.oelwein.fun

- ❖ Website updating
- ❖ Trail easements/grants
- ❖ Work on Park and Rec master plan
- ❖ Grant writing
- ❖ Trail Segment 3
- ❖ CIP pricing/budget
- ❖ City Park gates repaired/locked
- ❖ Disc Golf Signage received
- ❖ Snow equipment ready
- ❖ Park truck ordered
- ❖ 1-meter diving stand delivered
- ❖ Cemetery cribbing delivered
- ❖ Updated cemetery forms

Next Month and Future Projects www.oelwein.fun

- ❖ Remove old well houses at City Park
- ❖ Drinking fountain install Platt Park
- ❖ Replace decking on old bridge
- ❖ Grant writing
- ❖ Ash tree removal
- ❖ Pool filter
- ❖ Pool drain
- ❖ Pool boiler
- ❖ Prairie planting
- ❖ Diamond 3 in-field fencing
- ❖ Equipment maintenance
- ❖ Trail Segment 2
- ❖ Trail Segments 4/5 alignment
- ❖ Ice rink install
- ❖ Year-end report
- ❖ Playground mulch at Wings
- ❖ Disc golf signage installed

JOSHUA JOHNSON
OELWEIN PARK SUPERINTENDENT

