



Agenda

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

November 08, 2021
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Warren Fisk

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

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

Consent Agenda

- [1.](#) Consideration of a motion to approve the minutes of the October 25, 2021 Council Meeting
- [2.](#) Consideration of a new Class 'C' Liquor and Sunday Sales License for Get R' Fried

Public Hearing

3. Public Hearing on proposed adoption of an Ordinance Granting to ITC Midwest LLC, a wholly owned subsidiary of ITC Holdings Corp., a 25-Year Non-Exclusive Electric Transmission Franchise
4. Public Hearing on Boundaries for Designated Wards of the City of Oelwein

Ordinances

- [5.](#) Consideration of an Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Oelwein, Fayette County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, equipment and substations for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Oelwein, Fayette County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Oelwein, Fayette County, Iowa, for the period of twenty-five (25) years; and granting the right of eminent domain - First Reading
- [6.](#) Consideration of an Ordinance Amending Oelwein Municipal Code Chapter 22 Vehicles and Traffic, Adding Article VII Automatic Traffic Enforcement Sections 22-180 through Section 22-189 - Third and Final Reading
- [7.](#) Consideration of an Ordinance Establishing Boundaries for Designated Wards of the City of Oelwein - First Reading

Resolutions

- [8.](#) Consideration of a Resolution for the Hazard Mitigation Grant Program - Fire Department Generator
- [9.](#) Consideration of a Resolution Agreeing to apply for Financial Assistance with the United States Department of Agriculture, Rural Development to finance Oelwein Mobile Data and Incident Transparency Project
- [10.](#) Consideration of a Resolution agreeing to apply for Financial Assistance with the United States Department of Agriculture, Rural Development to finance Oelwein Disaster Response and Coordination
- [11.](#) Consideration of a Resolution Directing the Sale of the City's Interest in 318 7th Street SW, Oelwein, Fayette County, Iowa
- [12.](#) Consideration of a Resolution ratifying Amended Development Agreement with Forsyth Management Company LLC

- [13.](#) Consideration of a Resolution Certifying Tax Increment Finance Indebtedness in Various Districts in the City of Oelwein, Iowa
- [14.](#) Consideration of a Resolution obligating funds from Incremental Property Tax Revenues for appropriation to the funding of an economic development payment obligation which shall come due in the next succeeding fiscal year to ICE Manufacturing, Inc.

Motions

- [15.](#) Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development re: Demolition Assistance for 323 1st Avenue SE
- [16.](#) Consideration of a motion approving signatures on Change Order No. 2 to Summers Enterprises in the amount of \$48,160 for Oelwein 2021 Water Main Improvements Project
- [17.](#) Consideration of a motion authorizing signatures on Task Order No. 2003-20A-1 Oelwein NE Sanitary Sewer Improvements Project with Fox Engineering
- [18.](#) Consideration of a motion to make roof repairs on City Hall and the Fire Station in the amount of \$7,165.00
- [19.](#) Consideration of a motion to approve Bergan KDV for work to complete the city phone and internet infrastructure upgrade in the amount of \$31,978.00
- [20.](#) Consideration of a motion approving Maximum Sight and Sound for internet infrastructure and wiring of City Hall, Fire Station and Utilities in the amount of \$25,850.00
- [21.](#) Consideration of a motion to approve West Union Trenching for work on internet infrastructure and wiring of City Hall, Fire Station and Utility Buildings in the amount of \$12,051.50

Council Updates

Mayor's Report

City Attorney's Report

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

City Administrator's Report

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

Adjournment

- [ii.](#) Additional Information
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In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 319-283-5440



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
October 25, 2021 - 6:00 PM

Pledge of Allegiance

Call to Order by Mayor Pro Tem Warren Fisk

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

Additions or Deletions

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

Motion Carried

Consent Agenda

1. Consideration of a motion to approve the minutes of the October 11, 2021 Council meeting
2. Claims Resolution in the amount of \$1,313,487.91

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

Motion Carried

Ordinances

3. Consideration of an Ordinance Amending Oelwein Municipal Code Chapter 22 Vehicles and Traffic, Adding Article VII Automatic Traffic Enforcement Section 22-180 through Section 22-189 - Second Reading

A motion was made by Cantrell, seconded by Payne to adopt the second reading.

Ayes: Cantrell, Seeders, Payne, Fisk
Nays: Weber, Stewart

Motion Carried

Resolutions

4. Consideration of a Resolution Authorizing Temporary Closure of Public Ways or Grounds for Oelwein Chamber and Area Development Events - Olde Tyme Christmas

A motion was made by Weber, seconded by Cantrell to adopt Resolution No. 5305-221.

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

Motion Carried

5. Consideration of a Resolution Authorizing Signatories on Training and Hiring Agreements for Police Officers

A motion was made by Weber, seconded by Cantrell to adopt Resolution No. 5306-2021.

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

Motion Carried

6. Consideration of a Resolution Adopting the City of Oelwein Safety Policy

A motion was made by Payne, seconded by Weber to adopt Resolution No. 5307-2021.

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

Motion Carried

7. Consideration of a Resolution Approving appropriation to the payment of General Obligation Bonds, Series 2016A, in Fiscal Year 2022-23 (East Penn)

A motion was made by Weber, seconded by Seeders to adopt Resolution No. 5308-2021.

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

Nays: None

Motion Carried

8. Consideration of a Resolution Obligating funds from the Cornerstone Inn and Suites, LLC Subfund of the City's Industrial Park Urban Renewal Area Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation economic development tax increment payments due to be paid in the next succeeding fiscal year

A motion was made by Cantrell, seconded by Weber to adopt Resolution No. 5309-2021.

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

Nays: None

Motion Carried

9. Consideration of a Resolution Obligating funds from the Performance Rehab Subfund of the City's Central Urban Renewal Area Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation economic development tax increment payments due to be paid in the next succeeding fiscal year

A motion was made by Weber, seconded by Cantrell to adopt Resolution No. 5310-2021.

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

Nays: None

Motion Carried

10. Consideration of a Resolution Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year (Forsyth Management Co., LLC/Quality Plus Mfg. Inc.)

A motion was made by Weber, seconded by Payne to adopt Resolution No. 5311-2021.

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

Nays: None

Motion Carried

11. Consideration of a Resolution Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year (Steil's Studio of Dance)

A motion was made by Cantrell, seconded by Weber to adopt Resolution No. 5312-2021.

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

Nays: None

Motion Carried

12. Consideration of a Resolution Approving Internal Loan and Obligating funds from the City's Central Urban Renewal Tax Revenue Fund for appropriation to the payment of the Project

A motion was made by Weber, seconded by Payne to adopt Resolution No. 5313-2021.

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

Nays: None

Motion Carried

Motions

13. Consideration of a motion to approve storm repairs at the Airport in the amount of \$6,067.66 for Wind Sock Repair

A motion was made by Weber, seconded by Stewart to approve storm repairs in the amount of \$6067.66. All voted aye.

Motion Carried

14. Consideration of a motion to enter into an agreement with Confluence Inc. for Plaza Park expansion in the amount of \$5,467.00

A motion was made by Seeders, seconded by Payne to enter into agreement with Confluence Inc. for Plaza Park expansion. All voted aye.

Motion Carried

15. Consideration of a motion to approve Pay Request No. 2 to Summers' Enterprises, Inc. in the amount of \$40,418.70 for work completed on 2021 Water Main Improvements Project

A motion was made by Payne, seconded by Weber to approve Pay Request No. 2 to Summers' Enterprises, Inc. in the amount of \$40,418.70. All voted aye.

Motion Carried

16. Consideration of a motion to set Public Hearing for November 8, 2021 at 6:00 P.M. on proposed adoption of an Ordinance Granting to ITC Midwest LLC, a Wholly Owned Subsidiary of ITC Holdings Corp., a 25- Year Non-Exclusive Electric Transmission Franchise

A motion was made by Weber, seconded by Cantrell to set Public Hearing for November 8, 2021 at 6:00 P.M. All voted aye.

Motion Carried

17. Consideration of a motion to set Public Hearing on Boundaries for Designated Wards of the City of Oelwein for November 8, 2021 at 6:00 P.M.

A motion was made by Seeders, seconded by Cantrell to set Public Hearing on Boundaries for Designated Wards for November 8, 2021 at 6:00 P.M. All voted aye.

Motion Carried

Committee Reports

18. Report from Payne on October Library Board meeting

The full minutes can be found at

https://www.oelwein.lib.ia.us/application/files/8116/3440/0483/Minutes_October_12_2021.pdf

Council Updates

Cantrell requested an update on options for uses for so many of the city lots acquired through the teardown process.

Seeders inquired when will the middle school road be completed. It was to be finished prior to school starting. Fines continue to accumulate for being late.

City Attorney's Report

Working 4-5 open cases. Met with Community Development and City Administrator to coordinate action going forward.

Adjournment

A motion was made by Cantrell seconded by Weber to adjourn at 6:45 P.M. All voted aye.

Motion Carried

Warren Fisk, Mayor Pro Tem

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 October 25, 2021 and copy of said proceedings was furnished to the Register October 27, 2021.

Dylan Mulfinger, City Administrator



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
Get R' Fried	Get R' Fried	(319) 883-2094	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
2 south frederick ave	Oelwein	IA	50662
MAILING ADDRESS	CITY	STATE	ZIP
2 south frederick ave	Oelwein	Iowa	50662

Contact Person

NAME	PHONE	EMAIL
Michelle Rupright	(319) 883-2094	mamieto3grls@yahoo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Liquor License	6 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Nov 8, 2021	May 8, 2022		
SUB-PERMITS/PRIVILEGES			
Class C Liquor License, Sunday Service			



Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
michelle Rupright	Oelwein	Iowa	50662	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Nov 8, 2021

POLICY EXPIRATION DATE

May 8, 2022

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

Understanding Your Electric Franchise

Signing an electric franchise with ITC Midwest is an important step in providing security and certainty for your community's electric service. This packet of information is intended to provide an overview of the benefits of and process for securing your electric franchise with ITC Midwest.

Process for completing an electric franchise with ITC Midwest:

- 1) City leaders to review Franchise documents, schedule and conduct a Public Hearing. Refer to "Public Hearing Notice" inside folder.
- 2) City leaders conduct the public hearing and required readings.
- 3) The franchise ordinance is considered and voted on for passage at three consecutive council meetings. The second and third readings can be suspended by a recorded vote of not less than three-fourths of all of the members of the council.
- 4) City Clerk publishes or posts, as appropriate, announcement of ordinance passage.
- 5) The City Clerk must sign, affix the city seal to and mail the Certificate of City Clerk to ITC Midwest. The Certificate of City Clerk will be mailed to the City Clerk with the Letter of Acceptance.
- 6) City Clerk signs, dates and seals the Letter of Acceptance and returns it to ITC Midwest. This date serves as the official start date of the franchise agreement.

Please mail all completed franchise documents to your ITC Midwest Area Manager.

Questions and Answers about Franchise Agreements:

What is a franchise agreement?

A franchise agreement is a legal contract between a community and a utility. Under a franchise agreement, the city allows the utility to construct, maintain and operate its electric transmission system within city streets, alleys, other rights-of-way and public places. The agreement further specifies the rights and responsibilities of both the city and the utility.

Iowa law provides the basis for community franchise agreements. A city approves a franchise agreement through the normal city ordinance process, which includes public notification, a public hearing and three city council meetings.

What is the length of a franchise agreement?

ITC Midwest's standard franchises are for a term of 25 years. This length of time provides certainty for both the city and the utility, and allows the company adequate time to plan its long-term investments in the community.

Benefits of an Electric Franchise

Can cities have a franchise with more than one utility?

Franchises are non-exclusive, meaning that cities can have franchises with multiple utilities, including multiple electric companies. In most cases, cities will have a franchise agreement with ITC Midwest as the electric transmission company as well as with the local electric distribution company that serves the community.

Does the franchise agreement spell out the costs for utility service?

The franchise does not spell out the costs for utility service. Utility costs are set through regulatory proceedings at federal and state agencies.

Establishing a franchise takes a small amount of effort, but the benefits to the community make it worthwhile. An electric franchise with ITC Midwest provides several benefits to your city.

Indemnification

ITC Midwest's franchise specifically addresses the risk to the city, holding the city harmless from all damages arising from the negligent acts or omissions of ITC Midwest in the erection and maintenance of the electric transmission system.

As stated in the franchise, ITC agrees it will place its facilities to not unnecessarily interfere with the travel on the streets, alleys and public places in the city. ITC Midwest will also take care not to inhibit the function of ordinary drainage, sewers, underground pipe and other property of the city.

Relocation of Services for Road Improvements

If the city is planning to widen or improve streets or alleyways, ITC Midwest generally relocates lines or equipment in the rights-of-way without charge in communities where we have a current franchise. There may be exceptions based on special situations, but a franchise gives ITC Midwest assurance that it has a long-term relationship with the community, and that relocation of ITC Midwest's assets is in everyone's best interests. When a city makes a request for relocation, we will work with city staff to address the need, finding a solution that meets the city's needs while ensuring continued safe and reliable operations of the electric system.

Investments in Reliability

A franchise assures a community that ITC Midwest is committed to making the necessary transmission investments to meet the community's electric needs. ITC Midwest appreciates the partnerships we have with cities and citizens throughout our service territory. A franchise is a formal commitment by which the community knows ITC Midwest is operating safely and in a way that recognizes the community's unique needs.

Dear Community Leader:

Thank you for allowing ITC Midwest to present its request for an electric transmission franchise for your community. We take seriously our role in creating and maintaining a robust electric transmission system, and we are grateful for your partnership in that effort.

ITC Midwest operates nearly 6,700 circuit miles of transmission lines in Iowa, Minnesota, Illinois and Missouri. Our company focuses exclusively on transmission and views the needs of the electric grid and its customers from a unique, holistic perspective.

We are committed to providing an efficient, resilient transmission grid to promote economic development and enhance the quality of life across our service footprint. Since 2007, ITC Midwest has made investments across our system to improve reliability for customers, decreasing outages by 63%. In addition, our transmission lines provide local utilities access to a broad array of electric generation options, including lower-cost sources that help reduce the overall cost of electricity for customers. By connecting customers to the clean wind energy generated in Iowa and Minnesota, we provide accessibility to renewable energy and its economic benefits for our region.

Your endorsement of an electric transmission franchise with ITC Midwest will allow us to continue to deliver the energy your community needs, while protecting your interests. As the enclosed information details, a franchise clearly defines the roles and responsibilities of both the community and ITC Midwest. We appreciate your consideration of this important agreement.

On behalf of the entire ITC Midwest team, thank you for the opportunity to serve you. If you have any questions, please don't hesitate to contact your Community Relations Area Manager or me.

Sincerely,



Dusky Terry
President of ITC Midwest

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

ORDINANCE NO. _____

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

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

Section 1. Grant.

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

Section 2. Indemnification.

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

Section 3. Relocation.

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

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

Section 4. Modern System.

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

Section 5. Vegetation Management.

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

Section 6. Continuous Service.

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

Section 7. Non-exclusivity.

The franchise granted by this Ordinance shall not be exclusive.

Section 8. Undergrounding.

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

Section 9. Severability.

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

Section 10. Term of Agreement.

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

Section 11. Publication Expenses.

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

Section 12. Repeal of Conflicting Ordinances.

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

Section 13. Acceptance.

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

Section 14. Future Developments.

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

Section 15. Closing.

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

Mayor

Attest: _____
City Clerk

(SEAL)

CERTIFICATE OF CITY CLERK

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

 Clerk for the City of Oelwein.

(SEAL)

ORDINANCE NO. _____

An Ordinance Amending Oelwein Municipal Code Chapter 22 Vehicles and Traffic, Adding Article VII Automatic Traffic Enforcement Sections 22-180 through Section 22-189.

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 adding Article VII to Chapter 22, Automatic Traffic Enforcement Sections 22-180 through Section 22-189 as follows:

SECTION 22-180. AUTOMATIC TRAFFIC ENFORCEMENT

The City of Oelwein, in accordance with its police powers, may deploy, erect or cause to have erected an automatic traffic enforcement system for making video images of vehicles that fail to obey red light traffic signals at intersections designated by the Chief of Police, or their designee, or fail to obey speed regulations at other locations in the city. The systems may be managed by the private contractor that owns and operates the requisite equipment with supervisory control vested in the city's police department. Video images shall be provided to the police department by the contractor for review. The police department will determine which vehicle owners are in violation of the city's traffic control ordinances and are to receive a notice of violation for the offense.

SECTION 22-181. DEFINITIONS

1. Automated Traffic Citation shall mean a notice of fine generated in connection with the automated traffic enforcement system.
2. Automated Traffic Enforcement Contractor shall mean the company or entity, if any, with which the City of Oelwein contracts to provide equipment and/or services in connection with the Automated Traffic Enforcement System.
3. Automated Traffic Enforcement System shall mean an electronic system consisting of a photographic, video, or electronic camera and a vehicle sensor installed to work in conjunction with an official traffic controller or police department employee to automatically produce photographs, video or digital images of each vehicle violating a standard traffic control device or speed restriction.
4. Vehicle Owner shall mean the person or entity identified by the Iowa Department of Transportation, or registered with any other state vehicle registration office, as the registered owner of a vehicle detected violating a traffic law by failing to obey red light traffic signals at intersections designated by the city administrator or official designee or failing to obey speed regulations within the City. Notwithstanding the foregoing, in the event the Iowa Department of Transportation or any other state vehicle registration office identifies a person or entity as the lessee of the vehicle, that lessee shall be the vehicle owner for purposes of this 22-181. In the event a state registration office does not specify whether a person or entity listed on the registration for the vehicle is the owner or the lessee of the vehicle, any person or entity listed on that vehicle registration may be deemed the vehicle owner and held jointly and severally responsible for a violation of this section.

SECTION 22-182. VEHICLE OWNER'S CIVIL LIABILITY FOR CERTAIN TRAFFIC OFFENSES

1. The vehicle Owner shall be liable for a fine as imposed if a vehicle is detected crossing a marked stop line or the intersection plane at a system location when the traffic signal for that vehicle's direction is emitting a steady red light or arrow, the Vehicle Owner shall be subject to a civil fine as scheduled below in section 22-187.
2. If a vehicle is detected traveling at a speed above the posted limit, the Vehicle Owner shall be subject to a civil fine as scheduled below in subsection 22-187.
3. The violation may be exempted from liability as outlined below in subsection 22-185 of this section, and other defenses may be considered in connection with the appeal process.
4. In no event will an Automated Traffic Citation be sent or reported to the Iowa Department of Transportation or similar department of any other state for the purpose of being added to the Vehicle Owner's driving record.

SECTION 22-183. NOTICE OF VIOLATION; FINE

1. Upon an Oelwein Police Officer’s determination that the Automated Traffic Enforcement System has detected a violation described in subsections 22-182(1) or (2), a notice of the violation will be mailed to the Vehicle Owner for each violation recorded by an Automated Traffic Enforcement System or traffic control signal monitoring device. The Automated Traffic Enforcement Contractor shall mail the notice within 30 days after receiving information about the Vehicle Owner. The notice shall include the name and address of the Vehicle Owner; the vehicle make, if available and readily discernable, and registration number; the violation charged; the time; the date; and the location of the alleged violation; the applicable fine and monetary penalty which shall be assessed for late payment; information as to the availability of an administrative hearing in which the notice may be contested on its merits; and that the basis of the notice is a photographic record obtained by an Automated Traffic Enforcement System.
2. Any violation of subsection 22-182 (1) or 22-182 (2) above shall be subject to a civil fine as stated in Section 22-187. All civil fines shall be payable to the City of Oelwein.

SECTION 22-184. CONTESTING AN AUTOMATED TRAFFIC CITATION

A Vehicle Owner who has been issued an Automated Traffic Citation may contest the citation as follows:

1. By submitting in a form specified by the City a request for an administrative hearing to be held at the Oelwein Police Department before an administrative appeals board (the “Board”) consisting of one or more impartial fact finders. Such a request must be filed within 30 days from the date on which Notice of the violation is sent to the Vehicle Owner. After a hearing, the Board may either uphold or dismiss the Automated Traffic Citation and shall mail its written decision within 10 days after the hearing, to the address provided on the request for hearing. If the citation is upheld, then the Board shall include in its written decision a date by which the fine must be paid, and on or before that date, the Vehicle Owner shall either pay the fine or submit a request pursuant to the next paragraph.
2. By submitting in a form specified by the City a request that in lieu of the Automated Traffic Citation, a municipal infraction citation be issued and filed with the Clerk of Courts of the Iowa District Court in Fayette County. Such a request must be filed within 30 days from the date on which Notice of the violation is sent to the Vehicle Owner. Such a request will result in a court order requiring the Vehicle Owner to file an answer and appearance with the Clerk of Court, as well as setting the matter for trial before a judge or magistrate. If the Court finds the Vehicle Owner guilty of the municipal infraction mandated court costs will be added to the amount of the fine imposed by this section.

SECTION 22-185. EXCEPTIONS TO OWNER LIABILITY

There shall be no liability pursuant to this section if:

1. The operator of the vehicle in question was issued a municipal infraction for the violation in question pursuant to Oelwein Code 22-241 or was issued a uniform traffic citation for the violation in question pursuant to Chapter 321 of the Code of Iowa; or
2. The violation occurred at any time after the vehicle in question or its state registration plates were reported to a law enforcement agency as having been stolen, provided, however, the vehicle or its plates had not been recovered by the Vehicle Owner at the time of the alleged violation; or
3. The vehicle in question was an authorized emergency vehicle; or
4. The officer inspecting the recorded image determines that the vehicle in question was lawfully participating in a funeral procession; or
5. The officer inspecting the recorded image determines that the vehicle in question entered the intersection in order to yield the right-of-way to an emergency vehicle.

SECTION 22-186. FAILURE TO TIMELY PAY OR APPEAL

If the recipient of an Automated Traffic Citation does not either pay the fine by the due date stated in the citation or appeal the citation as provided herein, a municipal infraction may be filed by the Oelwein Police Department and a fine may be sought in accordance with Oelwein Code 22-241 rather than section 22-187 below. If the Court finds the Vehicle Owner guilty of the violation, mandated court costs will be added to the amount of the fine imposed by this section. If the recipient of an Automated Traffic Citation does not either pay the fine by the due date stated on the original citation or successfully challenge the citation as provided herein, the City may file a municipal infraction against the Vehicle Owner in accordance with Oelwein Municipal Code 22-241 and 364.22 of the Code of Iowa, seeking

judgment for the applicable civil fine provided in section 22-187 plus state mandated filing fee and court costs. If judgment is entered for the City in the municipal infraction proceeding, the City may, subject to applicable law, pursue enforcement of the judgment together with interest as permitted by law. Collection of that judgment may include referral to the State of Iowa Income Offset program administered by the Department of Administrative Services, State Accounting Enterprise. Notwithstanding the City's right to file a municipal infraction, the City may first seek voluntary payment of the fine by sending a written request for payment to the Vehicle Owner and/or referring the matter to a private service agent to conduct collection in accordance with all applicable law.

SECTION 22-187. FINES

Subsection	Speed over the limit	Civil Fine	If in a Construction or School Zone
1	1 through 5 miles per hour ("MPH")	\$25	\$50
2	6 through 9 MPH	\$50	\$100
3	10 through 14 MPH	\$100	\$200
4	15 through 19 MPH	\$150	\$300
5	20 through 24 MPH	\$200	\$400
6	25 through 29 MPH	\$250	\$500
7	Over 30 MPH	\$400	\$800
8	Failure to stop for a red light	\$100	\$200

SECTION 22-188 – 22-189 Reserved.

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

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

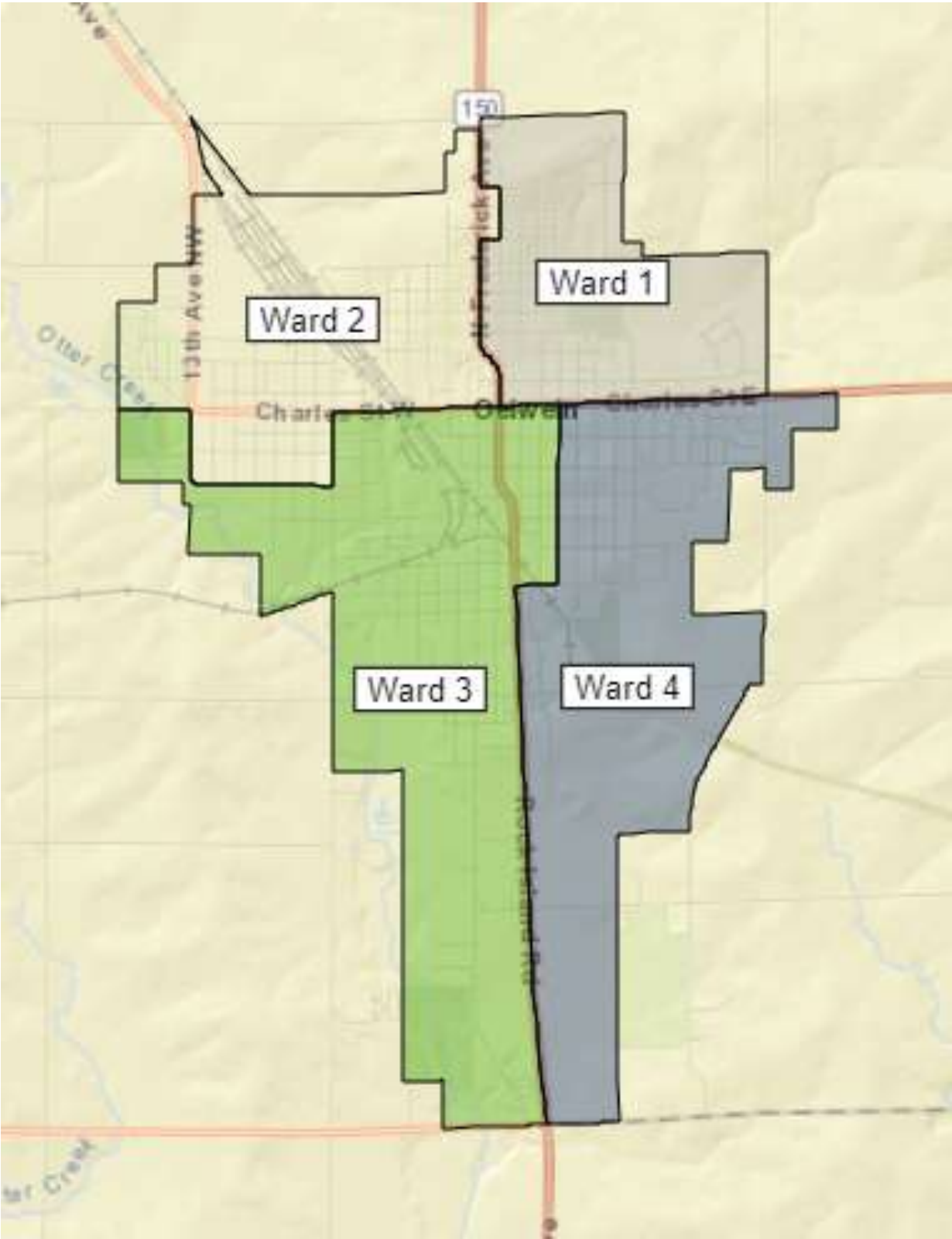
Recorded _____, 2021.

Dylan Mulfinger, City Administrator

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

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

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



ORDINANCE NO. _____

ORDINANCE ESTABLISHING BOUNDARIES FOR DESIGNATED WARDS OF THE CITY OF OELWEIN

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

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by deleting current Sections 2-5 through 2-8, inclusive, and placing in their stead the following Sections:

Section 2-5. WARD ONE:

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

Section 2-6. WARD TWO:

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

Section 2-7. WARD THREE:

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

Section 2-8. WARD FOUR:

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

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

First reading
Second Reading
Third Reading

November 8, 2021

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

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

Dylan Mulfinger, City Administrator

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

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

RESOLUTION NO. _____

FOR THE HAZARD MITIGATION GRANT PROGRAM – FIRE DEPARTMENT GENERATOR

WHEREAS, the City of Oelwein (hereinafter called “the Subgrantee”), County of Fayette, has made application through the Iowa Homeland Security and Emergency Management Division (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the Hazard Mitigation Grant Program, in the amount of \$30,500.00 for the total project cost; and

WHEREAS, the Subgrantee recognizes the fact that this grant is based on a cost share basis with the federal share not exceeding 75%, the state share not exceeding 10% and the local share being a minimum of 15% of the total project cost.

THEREFORE, the Subgrantee agrees to provide and make available up to \$4,575.00 (four thousand five hundred seventy-five dollars) of local monies to be used to meet the minimum 15% match requirement for this mitigation grant application.

This Resolution was passed and approved this 8th day of November, 2021.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

City Administrator

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

AYES NAYS ABSENT ABSTAIN

Weber
Stewart
Cantrell
Fisk
Seeders
Payne

RESOLUTION NO. _____

A resolution of the Oelwein City Council of the City of Oelwein agreeing to apply for financial assistance with the United States Department of Agriculture, Rural Development to finance Oelwein Mobile Data and Incident Transparency Project. Be it further resolved that the Oelwein City Council of the City of Oelwein authorizes the Mayor Brett DeVore and City Administrator Dylan Mulfinger to sign all documents relating to the USDA Rural Development loan and/or grant.

PASSED and APPROVED this _____ day of _____, 20____.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

City Administrator

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

AYES NAYS ABSENT ABSTAIN

- Weber
- Stewart
- Cantrell
- Fisk
- Seeders
- Payne

RESOLUTION NO. _____

A resolution of the Oelwein City Council of the City of Oelwein agreeing to apply for financial assistance with the United States Department of Agriculture, Rural Development to finance Oelwein Disaster Response and Coordination. Be it further resolved that the Oelwein City Council of the City of Oelwein authorizes the Mayor Brett DeVore and City Administrator Dylan Mulfinger to sign all documents relating to the USDA Rural Development loan and/or grant.

PASSED and APPROVED this _____ day of _____, 20____.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

City Administrator

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

AYES NAYS ABSENT ABSTAIN

Weber
Stewart
Cantrell
Fisk
Seeders
Payne

RESOLUTION NO. _____

RESOLUTION DIRECTING THE SALE OF THE CITY'S INTEREST 318 7TH STREET SW, OELWEIN, FAYETTE COUNTY, IOWA

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

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

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

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

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

LOTS 49 AND 50, BLOCK 5, STICKNEY'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA COMMONLY KNOWN AS 318 7TH STREET SW

To: Matthew Allan and Katelyn Lydia Hageman

For the sum of \$132,000.00, pursuant to the terms of the attached Offer to Buy and by this reference incorporated herein, with said property owner being solely responsible for the recording of the documents necessary to effectuate said transfer.

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

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

Passed and adopted by the City Council of the City of Oelwein, Iowa, this ____ day of November, 2021.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____.

City Administrator

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

- | | | | |
|----------|------|--------|---------|
| AYES | NAYS | ABSENT | ABSTAIN |
| M Weber | | | |
| Seeders | | | |
| Cantrell | | | |
| Fisk | | | |
| Payne | | | |
| Stewart | | | |

Homes for Iowa #1 Sale Price		
Downpayment	\$1,500.00	
Cost	\$73,500.00	
Basement and Approach and Site	\$30,450.00	
Irvine water	\$650.00	
Irvine water	\$2,050.00	
Lumber ridge supplies	\$769.46	
	\$632.93	
	\$628.18	
Bryan Tree Removal	\$600.00	
Lumber ridge supplies	\$56.75	
	\$45.75	
	\$51.53	
Steve's Constuction	\$1,500.00	
Kens	\$745.87	
Lumber ridge supplies	\$397.40	
Steve's Constuction	\$5,611.33	
Paint	\$132.00	
Kens Electric	\$1,102.38	
	\$760.00	
Pipe	\$54.14	
Lumber ridge supplies	\$2,390.36	
Gutters	\$2,390.36	
Artic seal	\$1,200.00	
Block seal	\$400.00	
Irvine water	\$2,050.00	
Kens	\$304.14	
Lumber ridge supplies	\$81.65	
	\$251.08	
	\$2,455.55	
Steve's Constuction	\$3,300.84	
Carpet	\$3,561.64	
Hardwood	\$2,963.72	
	\$142,587.06	
		Site needs graded
		Rock on driveway
		Porches built

HOLD HEARING ON AND APPROVE
AMENDMENT TO DEVELOPMENT
AGREEMENT

(Forsyth Management Company, LLC)

421044-27

Oelwein, Iowa

November 8, 2021

A meeting of the City Council of the City of Oelwein, Iowa, was held at 6:00 o'clock p.m., on November 8, 2021, at the City Hall, Oelwein, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

RESOLUTION _____

Resolution ratifying Amended Development Agreement with Forsyth Management Company, LLC

WHEREAS, the City of Oelwein, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Oelwein Urban Renewal Area No. 2 (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City Council previously approved an agreement with Forsyth Management Company, LLC (the “Company”), dated as of June 27, 2012 (the “Original Agreement”), in connection with the construction of a manufacturing facility (the “Project”) in the Urban Renewal Area; and

WHEREAS, the Original Agreement provided property tax incentives to the Company in the form of annual appropriation incremental property tax payments (the “Payments”) in an amount not to exceed \$750,000, under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it was heretofore proposed that an amended development agreement (the “Amended Agreement”) be prepared in order to amend the Original Agreement to (1) increase the maximum amount of the Payments to \$1,500,000; and (2) to extend the period during which Payments would be made to twenty years; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Amended Amendment on January 25, 2016, and has otherwise complied with statutory requirements for the approval of the Amended Amendment; and

WHEREAS, it is now necessary for the City Council to ratify the Amended Amendment and authorize the Mayor and the City Clerk to execute the Amended Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which cities may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, the City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, the City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby reaffirms that:

(a) The Project will continue to add diversity and generate new opportunities for the Oelwein and Iowa economies;

(b) The Project will continue to generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds and reaffirms that a public purpose will reasonably be accomplished by entering into the Amended Agreement and providing the Payments to the Company.

Section 2. The Amended Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Amended Agreement on behalf of the City, in substantially the form and content in which the Amended Agreement has been presented to this City Council. The Mayor and the City Clerk are also authorized to make such changes, modifications, additions or deletions as they, with the advice of the city attorney and bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Amended Agreement.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this November 8, 2021.

Mayor

Attest:

City Clerk

•••••

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF FAYETTE SS:
CITY OF OELWEIN

I, the undersigned, Clerk of the City of Oelwein, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve an Amendment to a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2021.

City Clerk

AMENDED DEVELOPMENT AGREEMENT

This Amended Development Agreement is entered into between the City of Oelwein, Iowa (the "City") and Quality Plus Mfg., Inc. (the "Company") as of the ____ day of _____, 2021.

WHEREAS, the City has established the Oelwein Urban Renewal Area No. 2 (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated within the Urban Renewal Area and specifically described as:

Lot 2, Block 2, Industrial Park First Addition to the City of Oelwein, Fayette County, State of Iowa

(the "Property")

and;

WHEREAS, the Company has agreed to construct a manufacturing facility on the Property (the "Project"); and

WHEREAS, the Company has requested tax increment financing assistance in paying the costs of the Project; and

WHEREAS, the City and the Company entered into a Development Agreement (the "Original Agreement") dated June 27, 2012; and

WHEREAS, it is now necessary to amend the Original Agreement to (1) increase the amount of incremental property tax payments to be provided to the Company; (2) adjust the time period during which such payments will be made; and (3) make other related changes; and

WHEREAS, this Amended Development Agreement (the "Agreement") has been prepared to set forth the updated, mutual understanding between the City and the Company and to replace the Original Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. The Company agrees to construct the Project on the Property and to use the Project as a manufacturing facility throughout the term of this Agreement.

2. The Company agrees to make timely payment of all property taxes as they come due throughout the term of this Agreement and to submit a copy of a receipt or cancelled check to the City Clerk in evidence of each such payment.

B. City's Obligations

In recognition of the Company's obligations set out above, the City agrees to make economic development tax increment payments (the "Payments" and individually, each a "Payment") to the Company in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided, however, that the aggregate, total amount of the Payments shall not exceed \$1,500,000 (the "Maximum Payment Total"), and all Payments shall be subject to annual appropriation by the City Council.

The Payments will be made on December 1 and June 1 of each fiscal year, beginning in the first fiscal year for which the City receives incremental property tax revenues with respect to an increase in the taxable valuation of the Property over the valuation shown on the tax rolls as of January 1, 2011 (the "Incremental Property Tax Revenues"), and continuing for a total of twenty (20) fiscal years or until such earlier date upon which total Payments equal to \$1,500,000 have been made.

Increased taxable valuation of the Property resulting from the Project was placed on the Fayette County tax rolls as of January 1, 2012. Accordingly, Payments will be made on December 1 and June 1 of each fiscal year beginning December 1, 2013, and continuing through and including June 1, 2033, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made. Each Payment shall be in an amount equal to 90% of the Incremental Property Tax Revenues received by the City during the six months immediately preceding each Payment Date.

Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment levies and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues attributable to the Property that are received by the City from the Fayette County Treasurer.

Each Payment shall be subject to annual appropriation by the City Council. Prior to November 15 of each year during the term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of the Payments due in the next succeeding fiscal year, an amount of Incremental Property Tax Revenues to be collected in such following fiscal year equal to the City's estimate of the amount of Incremental Property Tax Revenues that could be collected in such year (the "Appropriated Amount"). Each such estimate shall be based on then current consolidated property tax levy and most recent incremental valuation of the Property.

To the extent the City Council decides to obligate funds for appropriation to the Payments, the City agrees to certify to the Fayette County Auditor by December 1 of each year during the term of this Agreement, an amount equal to the most recently determined Appropriated Amount.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby gives its permission that the Company’s rights to receive the economic development tax increment payments hereunder may be assigned by the Company to a lender, as security, without further action on the part of the City.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, all as of the day and date written above.

CITY OF OELWEIN, IOWA

By: _____
Mayor

Attest:

City Clerk

QUALITY PLUS MFG., INC.

By: _____

RESOLUTION NO. _____

CERTIFYING TAX INCREMENT FINANCE INDEBTEDNESS
IN VARIOUS DISTRICTS IN THE CITY OF OELWEIN, IOWA

CERTIFIED DECEMBER 2021 FOR FY 2022-23

Industrial Park Urban Renewal Area:

2016 B GO Debt E Penn Expansion and
2016 A GO Debt E Penn Expansion
New \$590,297 Interfund Loan Water Fund Transfers
Annual Appropriation 100% of what is available approx. \$676,735

Rebate Agreements

Forsyth Management Company, LLC/Quality Plus Mfg., Inc.
New \$750,000 Amended 2016
Annual Appropriation 90% of what's available approx. \$48,175

Motorcycles Midwest, Inc/Deans Honda assigned to
Steil's Studio of Dance dba North East Iowa Dance Academy
Annual Appropriation 90% of what's available approx. \$15,505

Boulders Inn assigned to Cornerstone Inn and Suites, LLC
Annual Appropriation 90% of what's available approx. \$34,990

ICE Manufacturing
Annual Appropriation (Jobs Component) 90% of what's available approx. \$3,500

Central Urban Renewal Area:

Downtown Streetscape for Downtown Business Grants
Annual Appropriation New 150,000
90% of what is available approx. \$178,000

Rebate Agreements

Performance Rehab
Annual Appropriation 60%of what's available approx. \$3,3000

Residential Urban Renewal Area:

None

WARREN FISK, MAYOR PRO TEM

ATTEST:

DYLAN MULFINGER, CITY ADMINISTRATOR

Recorded November 8, 2021

DYLAN MULFINGER, CITY ADMINISTRATOR

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Oelwein County: Fayette

Urban Renewal Area Name Oelwein Industrial Park UR (Urban Renewal #2)

Urban Renewal Area Number 33004 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ **856,570**

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

12-2021 Amended Rebate Agreement

Amendment to Forsyth Management Company LLC increasing the maximum pymt by an additional \$750,000 for a total max of \$1,500,000 and the total agreement be amended to include this increased amount and to extend the period during which payments would be made to 20 years.

New Rebate Agreement

ICE Manufacturing Rebate Agreement for 10 years NTE \$106,750 capturing 90% of what's available, with jobs component

Dated this 8 day of November, 2021

Signature of Authorized Official Telephone 319-283-5440

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Oelwein County: Fayette

Urban Renewal Area Name: Oelwein Industrial Park UR (Urban Renewal #2)

Urban Renewal Area Number: 33004 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Rebate Agreement - Boulders Inn assigned to Cornerstone Inn and Suites, LL</u> <u>Year 4 of annual appropriation rebate (90% available - approximately</u> <u>\$34,990)</u> <u>\$395,000 NTE over life of rebate, FY 2023 will be year 4 of 10 year agreemen</u> <u>Annual Appropriation</u> <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>5-30-17</u>	<u>0</u>
2. <u>Rebate Agreement - Forsyth Management - Quality Plus</u> <u>Year 10 of annual appropriation rebate (90% of available - approximately</u> <u>\$48,175)</u> <u>\$750,000 now 1,500,000 NTE over life of rebate, FY 2023 will be year 10</u> <u>of 10 year now 20 year agreement</u> Annual Appropriation <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>11-17-14</u>	<u>750,000</u>
3. <u>Rebate Agreement - Motorcycles Midwest - Dean's Honda assigned to</u> <u>Steils Studio of Dance dba North East Iowa Dance Academy</u> <u>Year 7 of annual appropriation rebate (90% of available - approx \$15,505)</u> <u>\$130,000 NTE over life of rebate, FY 2023 will be year 7 of 7 year agreement</u> <u>Annual Appropriation</u> <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>12-23-2013</u>	<u>0</u>
4. <u>Rebate Agreement - ICE Manufacturing</u> <u>Year 1 of annual appropriation rebate (90% of available - approximately</u> <u>\$3,500) 'Annual Appropriation \$106,570 NTE over life of rebate</u> <u>FY 23 will be year 1 of 10 year agreement, 'In FY 25 Year 3 of 10 certify in</u> <u>Dec 2023- New 33 Jobs component determine if met or end agreement</u> <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		<u>106,570</u>
5. _____ _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 856,570

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Oelwein County: Fayette

Urban Renewal Area Name Oelwein Downtown Urban Renewal (Central Urban Renewal)

Urban Renewal Area Number 33012 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 150,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF and the County Auditor shall certify the reason other than application of TIF increment tax received from the County Auditor no later than December 1 of the year when TIF indebtedness has been reduced by any reason other than application of TIF increment tax to the County Auditor.

*Ready for 11-9
Council Approval*

Notes/Additional Information:

*✓ DWTM
✓ Ind PK
✓ Ind PK E Penn*

Year 5 of an additional annual amount of _____ from ED to TIF for downtown grant projects.

1st 4 yrs \$75,000, 5th year \$150,000

An Amount will be certified each year in the future to pay back to Economic Development Fund Interfund Loan

Dated this 8 day of November, 2021

Signature of Authorized Official

319-283-5440
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Oelwein County: Fayette

Urban Renewal Area Name: Oelwein Downtown Urban Renewal (Central Urban Renewal)

Urban Renewal Area Number: 33012 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Interfund Transfer - Local Option Sales Tax to TIF Downtown Grants</u> <u>Annual transfer for yearly grants. 90% of what is available</u> <u>For FY 2023 - \$150,000</u>	<u>11-13-2018</u>	<u>150,000</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u>Rebate Agreement - Performance Rehab</u> <u>Year 4 of annual appropriation rebate (sliding scale, year 4 - 60% available)</u> <u>approximately \$3,300</u> <u>NTE \$30,000 over life of rebate, FY 2023 will be year 4 of 5 of this agreement</u> <u>Annual Appropriation</u>	<u>5-08-17</u>	
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 150,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Oelwein County: Fayette

Urban Renewal Area Name Oelwein Industrial Park UR (Urban Renewal #2) East Penn Related

Urban Renewal Area Number 33004 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 590,297

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 8 day of November, 2021

Signature of Authorized Official Telephone 319-283-5440

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Oelwein County: Fayette

Urban Renewal Area Name: Oelwein Industrial Park UR (Urban Renewal #2) East Penn Related

Urban Renewal Area Number: 33004 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Resol #4937 Interfund Loan from water fund to pay FY 2017 interest due on 2016 Series GO Bonds Year 1 of 3 years	11-14-16	183,568
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Resol #4998 Interfund Loan from water fund to pay FY 2018 interest due on 2016 series GO Bonds Year 2 of 3 years	10-09-17	199,202
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. Resol #5067 interfund Loan from water fund to pay FY 2019 interest due on 2016 Series GO Bonds Year 3 of 3 years	11-26-18	207,527
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 590,297

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CITY TIF FORM 2

**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
 CERTIFICATION TO COUNTY AUDITOR
 Due To County Auditor By December 1 Prior To The Fiscal Year
 Where Less Than The Legally Available TIF Increment Tax Is Requested
 Use One Certification Per Urban Renewal Area**

City: Oelwein County: Fayette

Urban Renewal Area Name: Oelwein Industrial Urban Renewal (Urban Renewal #2) East Penn

Urban Renewal Area Number: 33004 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
The City requests 100% of available TIF dollars for East Penn Urban Renewal area for FY 2023 Approximately	676,735
The above dollars will service the following debts: 2016A Taxable GO Annual Appropriation Bonds - FY 2023 payment \$554,600 2016B GO Bonds - FY 2023 payment \$106,602.50	
Funds rec'd over what is necessary for GO Bond payments will go to pay back water fund interfund loans which paid interest on the bonds in early years	
Certified new debt for first 3 years interest due on 2016 Series GO Bond Water fund transfer per Ted Dept Mgmt	

Dated this 8 day of November, 2021

 Signature of Authorized Official

319-283-5440
 Telephone

RESOLUTION _____

Resolution obligating funds from Incremental Property Tax Revenues for appropriation to the funding of an economic development payment obligation which shall come due in the next succeeding fiscal year to ICE Manufacturing, Inc.

WHEREAS, the City of Oelwein, Iowa (the “City”), has entered into a development agreement with ICE Manufacturing, Inc. (the “Company”) pursuant to which the Company has agreed to undertake the renovation and expansion of its industrial facility for use in its business operations in the Industrial Park Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the City has agreed to make a series of annual appropriation economic development payments to the Company from incremental property tax revenues to be derived pursuant to Section 403.19 from taxable property in the Urban Renewal Area; and

WHEREAS, the City has a scheduled, proposed payment to be an amount equal to 90% of what is available approximately \$3,500 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2022; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, incremental property tax revenues to be received by the City in the fiscal year beginning July 1, 2022;

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

Section 1. The City Council hereby obligates incremental property tax revenues from the Urban Renewal Area, approximately \$3,500, which is estimated to be an amount equal to 90% of the incremental property tax revenues that are expected to be received by the city from the Fayette County Treasurer derived for the purpose and in the amount set forth in the preamble hereof, for appropriation to the satisfaction of the Annual Payment in the fiscal year beginning July 1, 2022.

Section 2. The City Clerk is hereby directed to certify the amount of the Annual Payment, with the City’s December 1, 2021 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

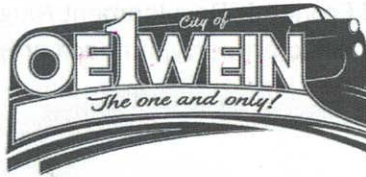
Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 8, 2021.

Warren Fisk, Mayor Pro Tem

Attest:

Dylan Mulfinger, City Administrator



RESIDENTIAL DEMOLITION ASSISTANCE APPLICATION


Demolition cost assistance for up to 50 percent, with a limit not to exceed \$5,000 is available from the City of Oelwein through Neighborhood Revitalization Program Funds. Application deadlines are January 1, April 1, July 1 and October 1 annually. Along with the application, two demolition bids must be included for consideration. All qualified applications will be reviewed and prioritized by the Oelwein City Council. Reimbursement of funds will be awarded 30 days after demolition, once the final demolition invoice and proof of payment are provided and a successful inspection is completed by a Code Enforcement Officer.

A qualified applicant may apply for funding demolition to more than one qualified property. A qualified property may only receive a single award of program funds. Applications which are not funded may reapply.

PROJECT INFORMATION

Address of Property to be Demolished: 323 323 1st Ave SE
~~317 2ND AVE SE~~

Applicant Name: _____

Owner Name: 

Mailing Address: _____

City, State, Zip: _____

Phone: 563 608 1355

E-mail Address: _____

Legal Description: _____

Application date: _____

If qualified applicant has received Economic Development Neighborhood Revitalization Program funding for any other qualified property, for each property state the following:

Year awarded [Redacted]

Project (address of property) [Redacted]

Amount awarded [Redacted]

List last date the structure was continuously occupied 7-1-20

List the last time this structure was served by utilities 8-1-20

If Applicant is qualified as the purchaser pursuant to a valid offer to buy the qualified property, then attach a copy of offer to buy or other purchase contract document.

List partners and identify participation in the project (such as, financial, administrative, etc.):

Partner

Identify participation in project

[Redacted Partner Information]

[Redacted Participation Information]

(For Official Use Only)

Community Development Department Application Review

Application reviewed on: November 2, 2021

Application reviewed by: Jay Shekleton

Comments:

After discussion with Mr. Keppler regarding the amount of work that would be required to make the habitable, and the cost to register the property as vacant, he has decided to demolish the home. Mr. Keppler has already complied with the demolition of the garage structure and is asking for assistance from the city to demolish the dwelling. He has maintained and kept the property and kept it in compliance. This property is a public nuisance and is visible from Hwy. 150, and the demolition of this dwelling would only help the appearance of Oelwein.

10-28-21

Item 15.

the house needed to much work to make
it liveable

Duan Kerpel

Earthworx Civil Solutions LLC

2920 McClain Dr
Cedar Falls, IA 50613 US
info@ecsiowa.com
ecsiowa.com



Estimate

ADDRESS

Duane Keppler
6757 H Ave
Arlington, IA 50606

ESTIMATE # 1130

DATE 10/11/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Demolition	(House Demolition) -Demolish structure. -Haul and dispose of demolished material. -Fill hole where the existing structure was demolished.	1	8,300.00	8,300.00

TOTAL **\$8,300.00**

Accepted By

Accepted Date

Bryan Construction Inc

1302 Outer Rd
Oelwein, IA. 50662

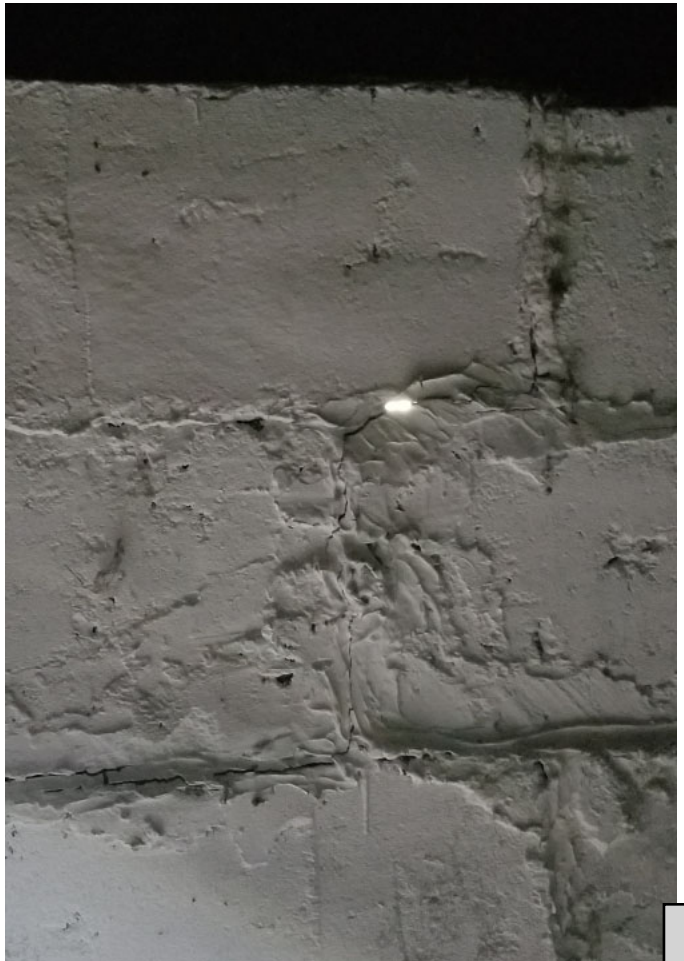
Estimate Item 15.

DATE	ESTIMATE NO.
9/23/2021	2378

NAME / ADDRESS
Duane Keppler 6757 H Ave Arlington, IA 50606-8204

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Demolition House 317 2ND AVE. NE Oelwein 323 SE 323 1st Ave SE 1. Cap Utilities As Required By City 2. Provide City Of Oelwein Building Permit 3. Remove Trees As Needed 4. Demolish House 5. Transport / Disposal Of House And Contents At Black Hawk County Landfill 6. Remove Foundations And Provide Clean Fill To Minimum 4' Depth 7. All Work To Be In Compliance With Governing Regulations 8. Tire Removal Fee Is \$20.00 Each (Not Included) 9. City may or may not require replacement of curb and gutter if driveway is removed. Cost of this work is not included. Upon receipt of full payment, a paid invoice and scale tickets will be submitted to The City for your cost sharing reimbursement.		7,800.00	7,800.00
Proposal Valid For 30 Days		TOTAL	\$7,800.00



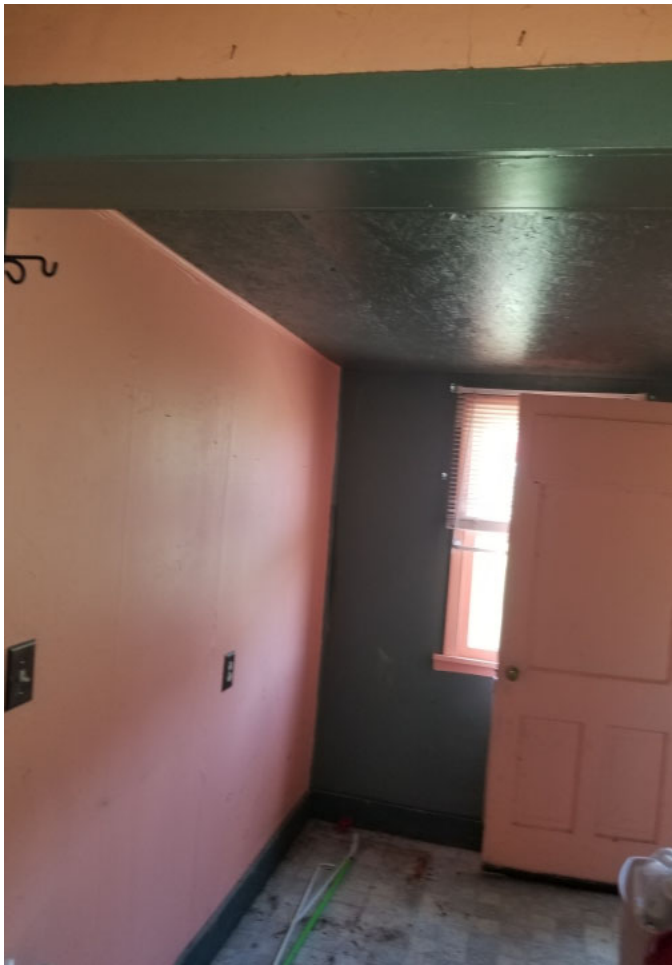










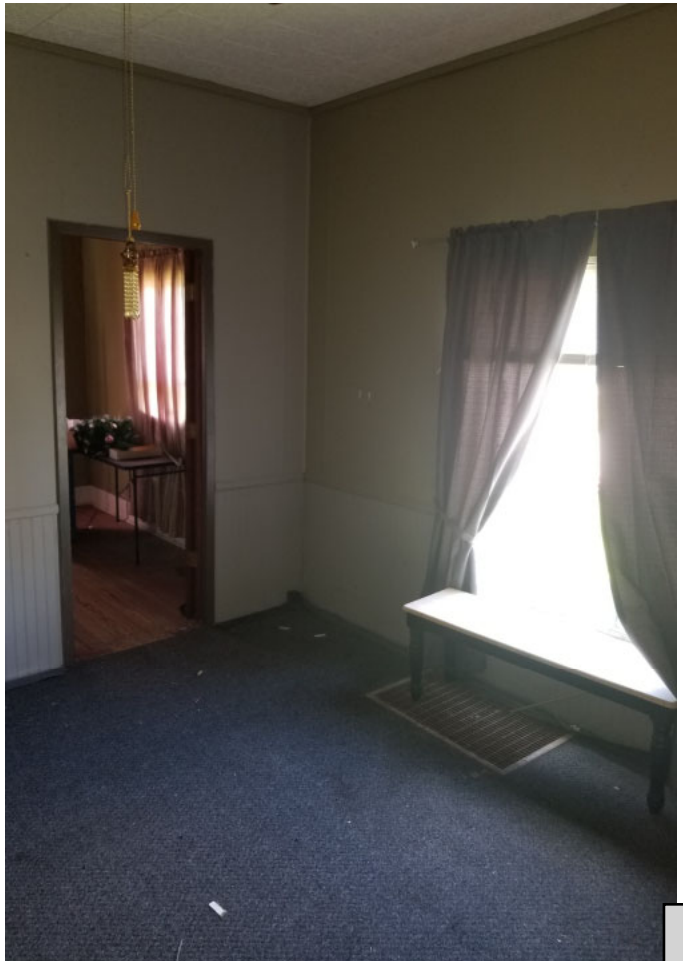


Item 15.

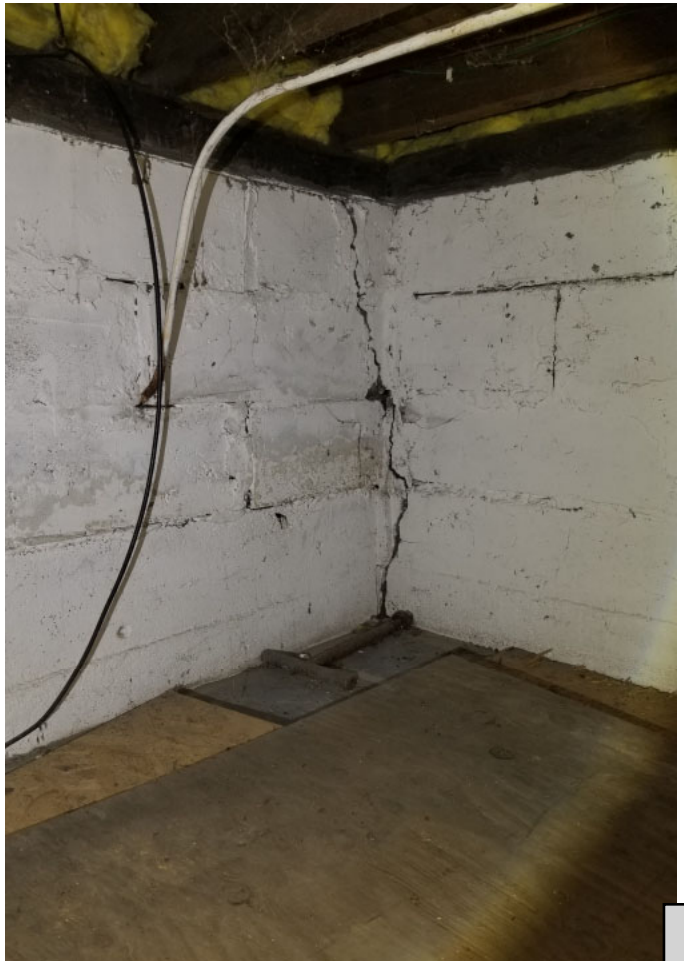


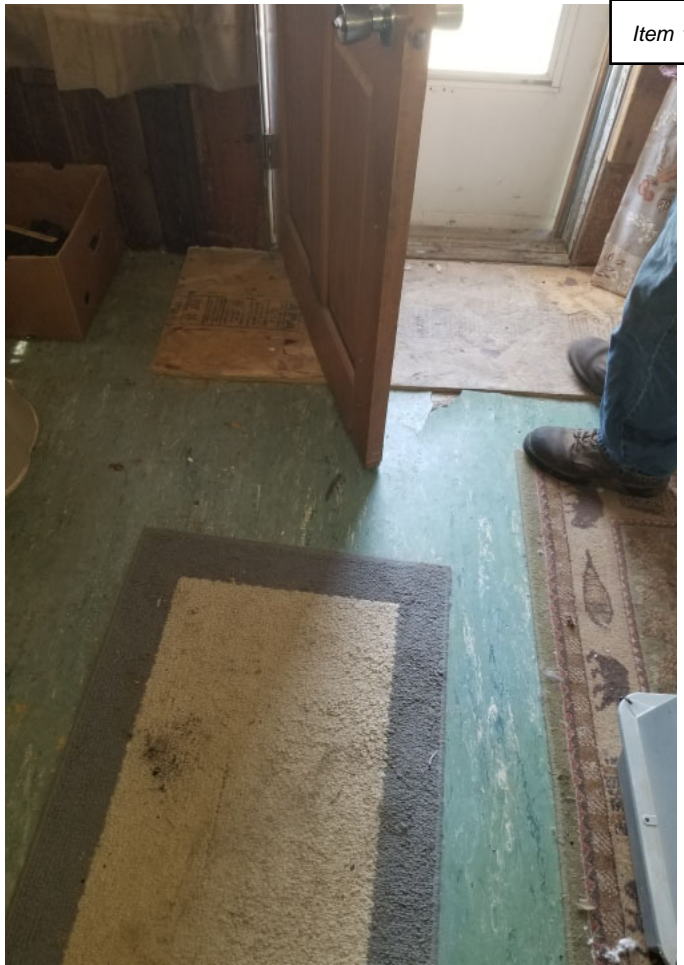


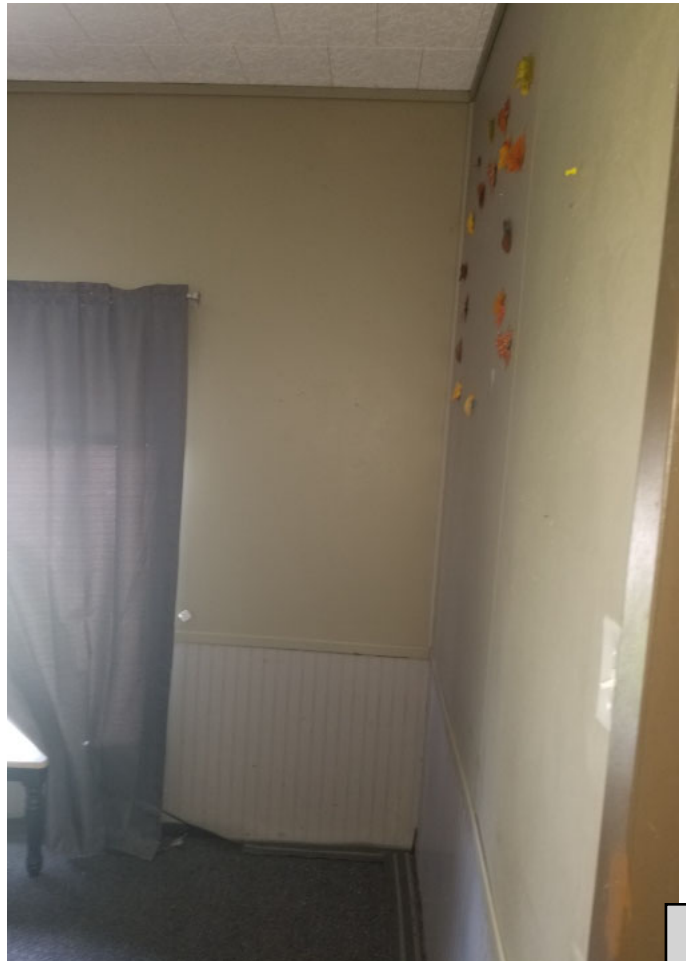
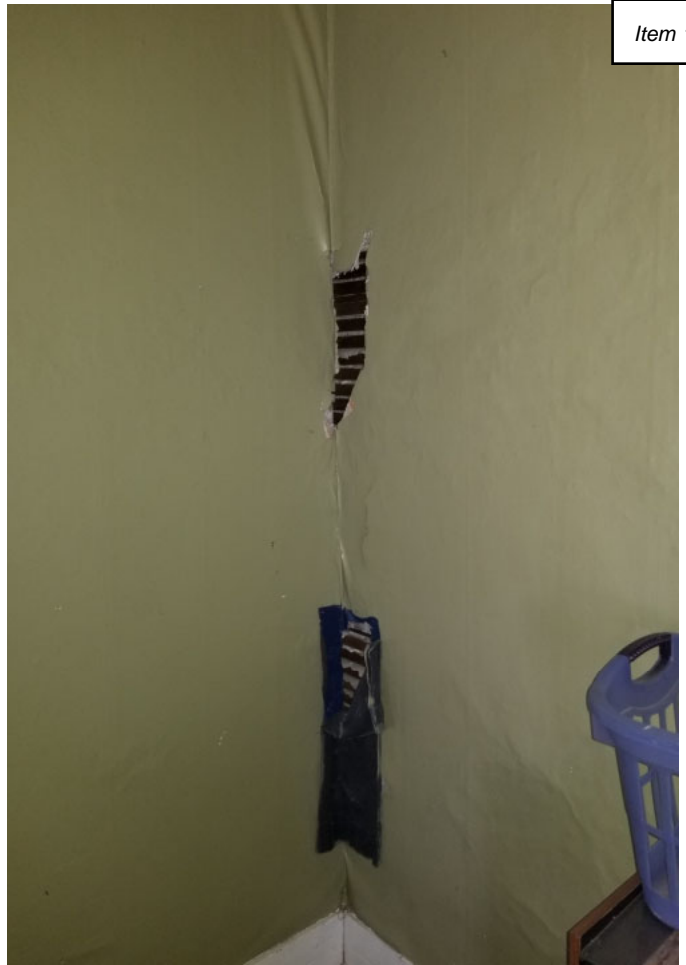


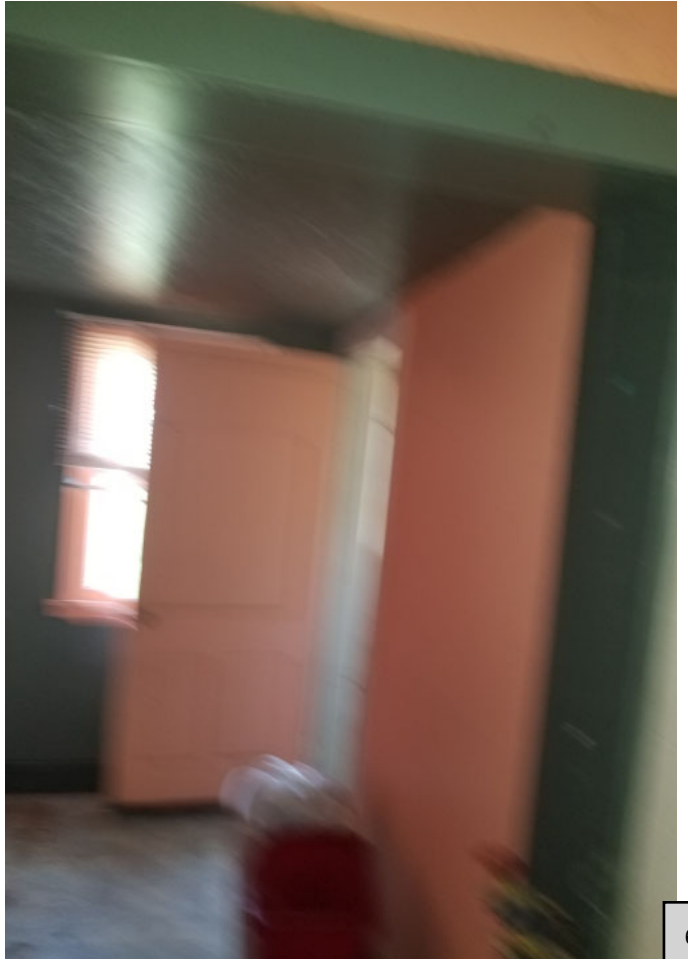
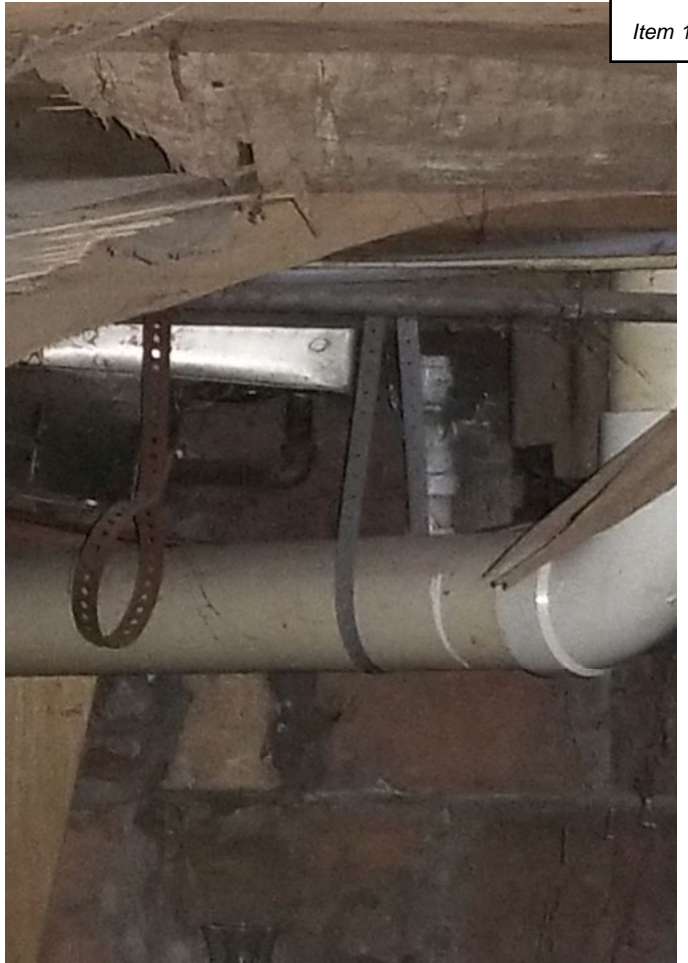














CHANGE ORDER NO.: 2

Owner: City of Oelwein
 Engineer: FOX Engineering Associates, Inc.
 Contractor:
 Project: Oelwein 2021 Water Main Improvements
 Contract Name:
 Date Issued: 11/3/2021
 Owner's Project No.:
 Engineer's Project No.: 3406-18A
 Contractor's Project No.:
 Effective Date of Change Order: 11/3/2021

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

Description:

This change order is for the additional compensation for the following items:

1. Removal of the existing fire hydrant in the SW corner of the 1st Street NE & Elmwood Parkway intersection.
2. Installation of a new fire hydrant assembly in the SW corner of the 1st Street NE & Elmwood Parkway intersection.
3. The additional 6-inch valves (2 total) needed at the 12th Ave SE & 2nd Street SE intersection and the 12th Ave SE & Elm Street intersection.
4. The additional 8-inch valves (2 total) needed at the intersection of 5th Street SE & 6th Ave SE and the intersection of 5th Street SE & 7th Ave SE.
5. The asphalt roadway patch that was required near the crack & seat area on 12th Ave SE.
6. Decrease of 4 caps along 12th Ave SE as they were not required.
7. Water service pipe length for 14 water services along 1st St NE.
8. Addition of 14 water service connections along 1st St NE.
9. Increase the length of PCC curb & gutter removal and replacement for the additional water services along 1st St NE.

Price adjustment is: Total increase = \$48,160.00

Attachments: **CO 2 Cost Summary, revised sheet K1.1 and revised sheet K1.3**

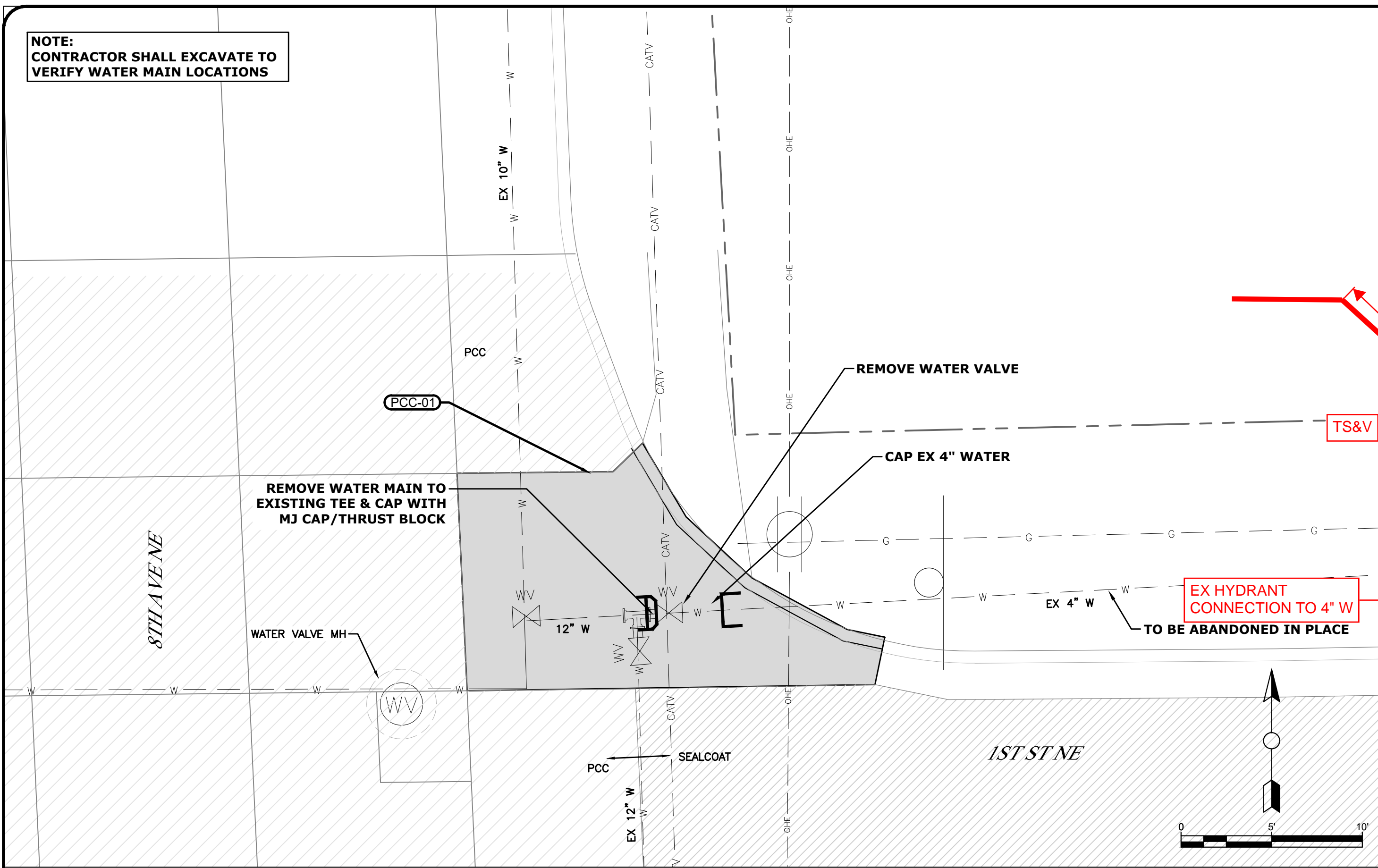
Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,057,488.83	Original Contract Times: Substantial Completion: Oct 1, 2021 Ready for final payment: Dec 17, 2021
Increase from previously approved Change Orders: \$ 1,565.00	Increase from previously approved Change Orders: Substantial Completion: Oct 6, 2021 Ready for final payment: Dec 17, 2021
Contract Price prior to this Change Order: \$ 1,059,053.83	Contract Times prior to this Change Order: Substantial Completion: Oct 6, 2021 Ready for final payment: Dec 17, 2021
Increase this Change Order: \$ 48,160.00	Increase this Change Order: Substantial Completion: Oct 26, 2021 Ready for final payment: Jan 11, 2022
Contract Price incorporating this Change Order: \$ 1,107,213.83	Contract Times with all approved Change Orders: Substantial Completion: Oct 26, 2021 Ready for final payment: Jan 11, 2021

CHANGE ORDER NO.2

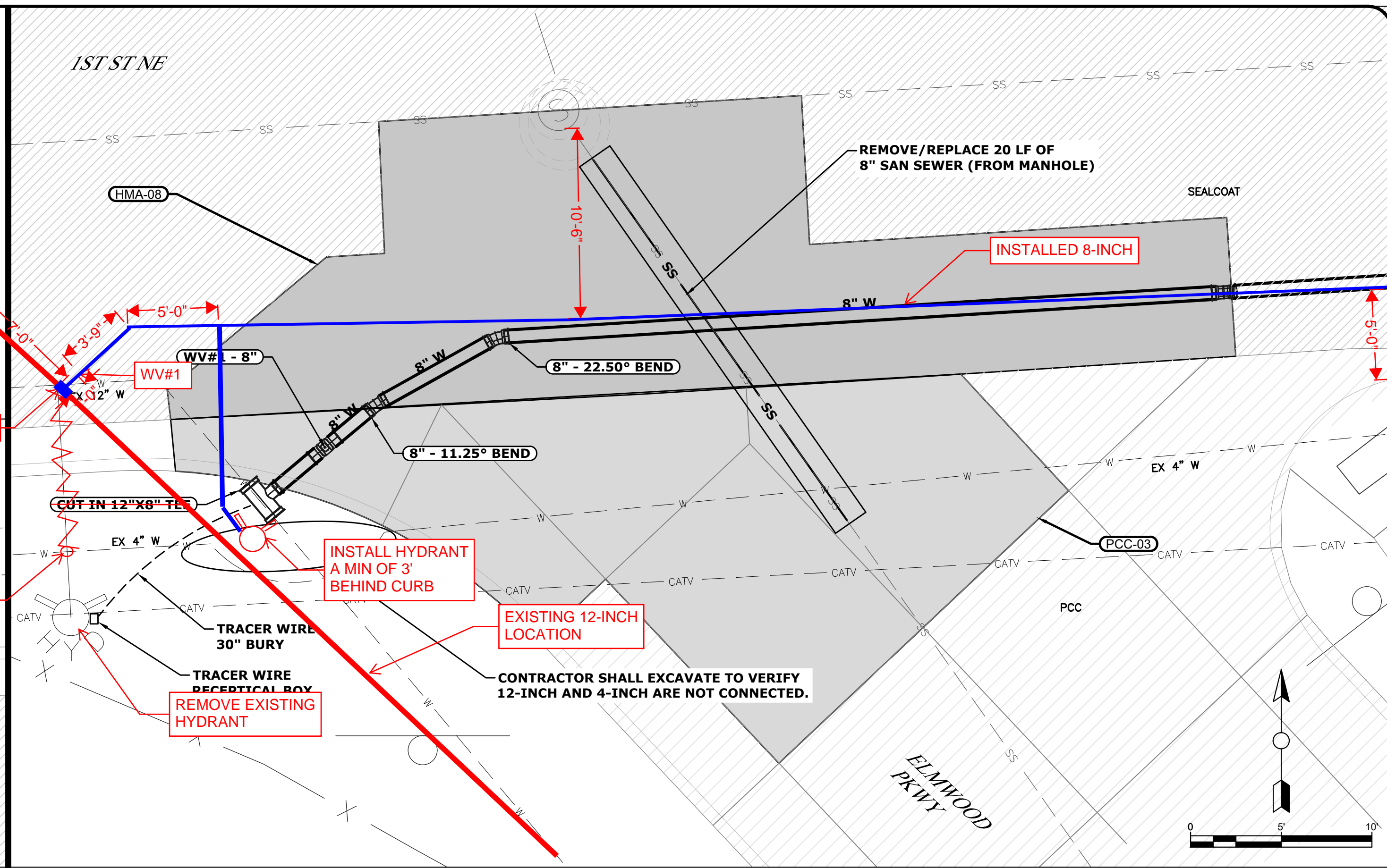
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item
CO 2.1	REMOVE HYDRANT	1	EA	\$1,000.00	\$1,000.00
CO 2.2	FIRE HYDRANT ASSEMBLY	1	EA	\$4,500.00	\$4,500.00
CO 2.3	RESILIENT WEDGE GATE VALVE, 6-INCH	2	EA	\$1,250.00	\$2,500.00
CO 2.4	RESILIENT WEDGE GATE VALVE, 8-INCH	2	EA	\$1,800.00	\$3,600.00
CO 2.5	HMA ROADWAY PATCH	52	SY	\$40.00	\$2,080.00
CO 2.6	CAP TO ABANDON WATER MAIN IN PLACE	-4	EA	\$950.00	-\$3,800.00
CO 2.7	WATER SERVICE PIPE, TRENCHLESS, 1-INCH COPPER	258	LF	\$28.00	\$7,224.00
CO 2.8	WATER SERVICE, 1-INCH, CONNECT TO EXISTING SERVICE	14	EA	\$1,800.00	\$25,200.00
CO 2.9	PCC CURB/GUTTER REMOVAL & REPLACEMENT, 24-INCH	122	LF	\$48.00	\$5,856.00
Change Order Total					\$ 48,160.00

	Recommended by Engineer (if required)	Accepted by Contractor
By:	_____	_____
Title:	_____	_____
Date:	_____	_____
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

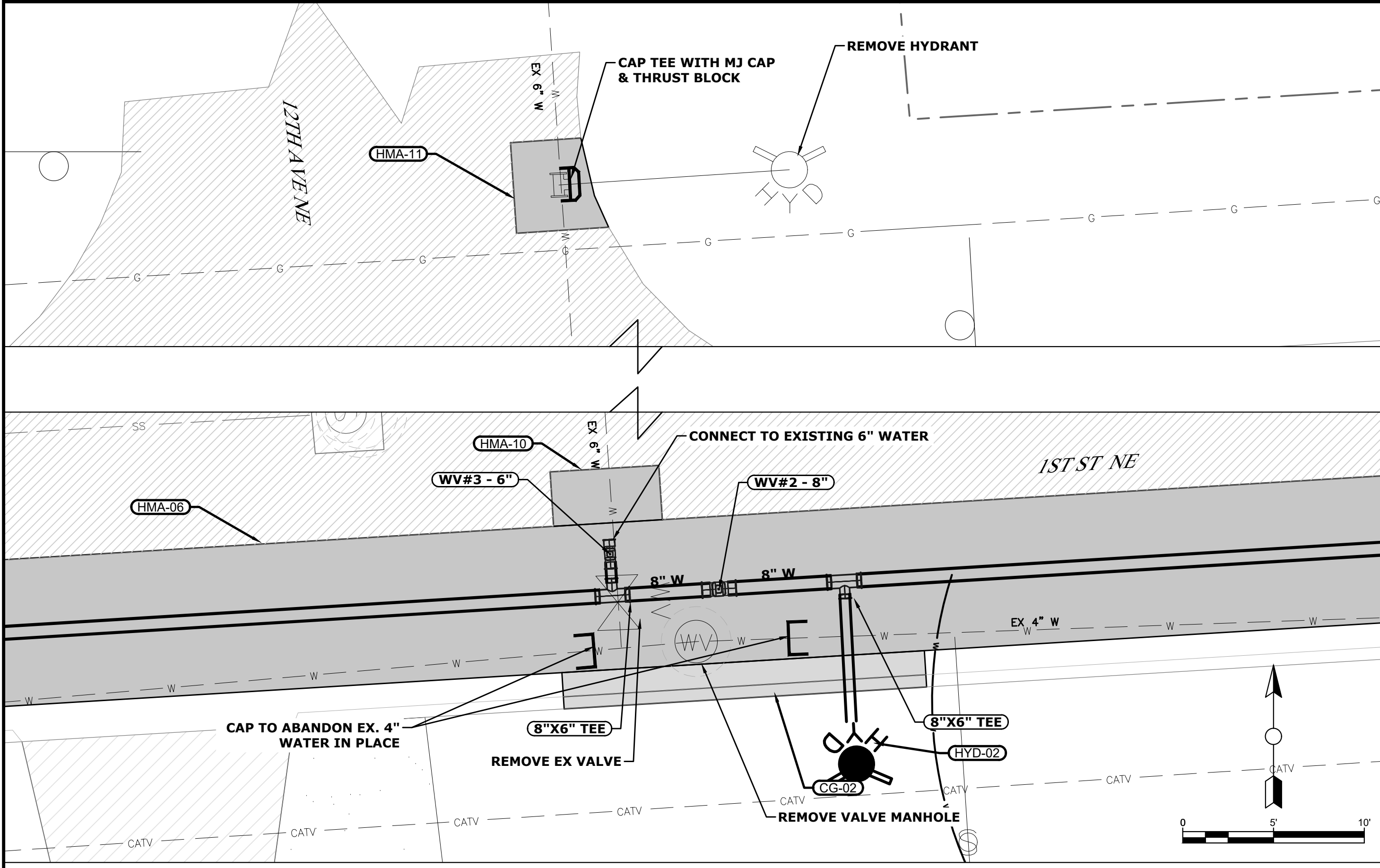
NOTE:
CONTRACTOR SHALL EXCAVATE TO
VERIFY WATER MAIN LOCATIONS



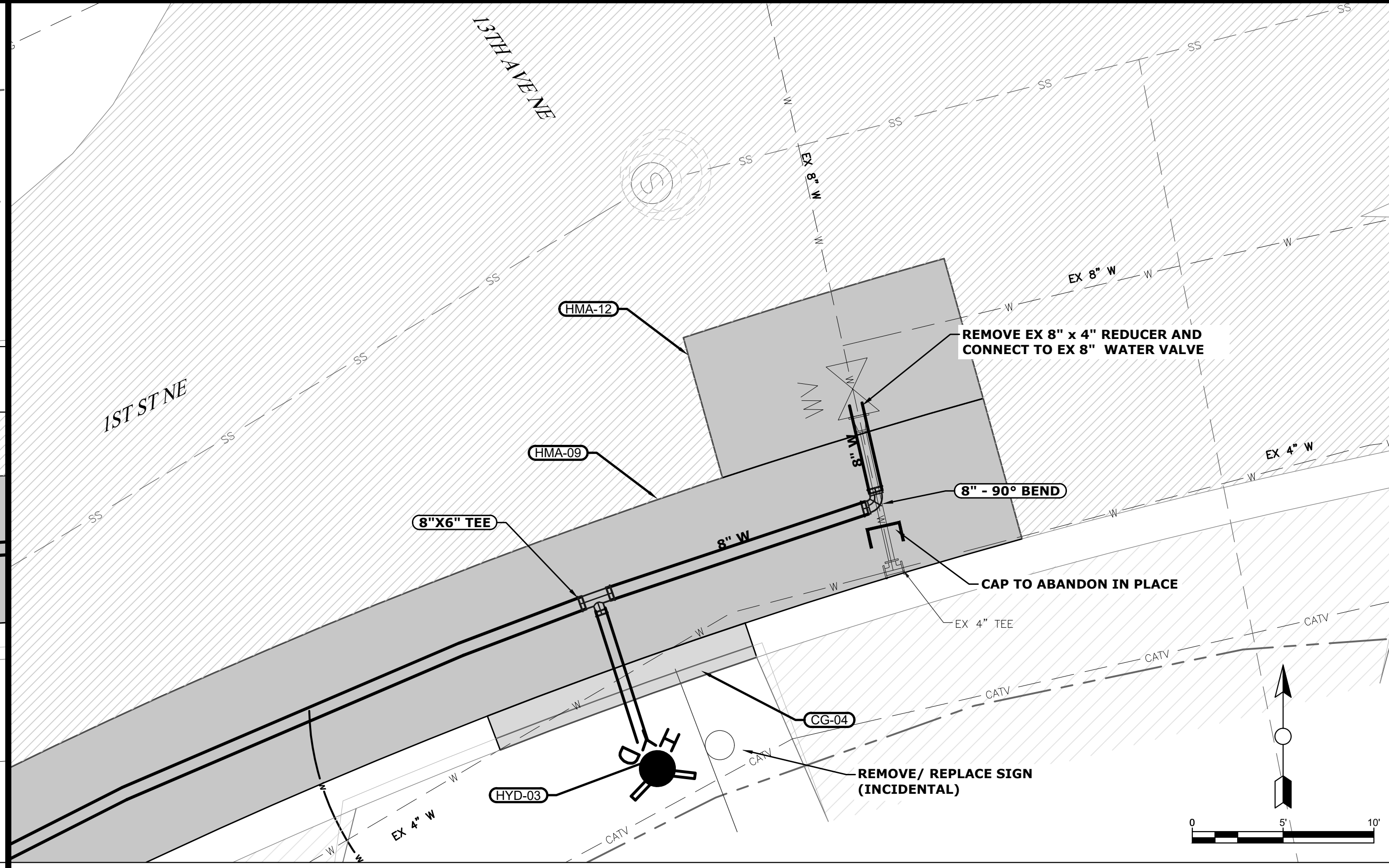
1
K1.1 WATER MAIN CONNECTION DETAIL
INTERSECTION OF 1ST STREET NE & 8TH AVENUE NE



2
K1.1 WATER MAIN CONNECTION DETAIL
INTERSECTION OF 1ST STREET NE & ELMWOOD PARKWAY



3
K1.1 WATER MAIN CONNECTION DETAIL
INTERSECTION OF 1ST STREET NE & 12TH AVENUE NE



4
K1.1 WATER MAIN CONNECTION DETAIL
INTERSECTION OF 1ST STREET NE & 13TH AVENUE NE

DRAWING FILENAME: K:\proj\3406-18A - Oelwein Water Main Replacement\Drawings\Civil\3406-18A K SHEETS.dwg
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 LAYER MGR NAME: K1.1
 LAYOUT NAME: K1.1

REVISION	DATE	BY	DATE

DATE	BY	DATE

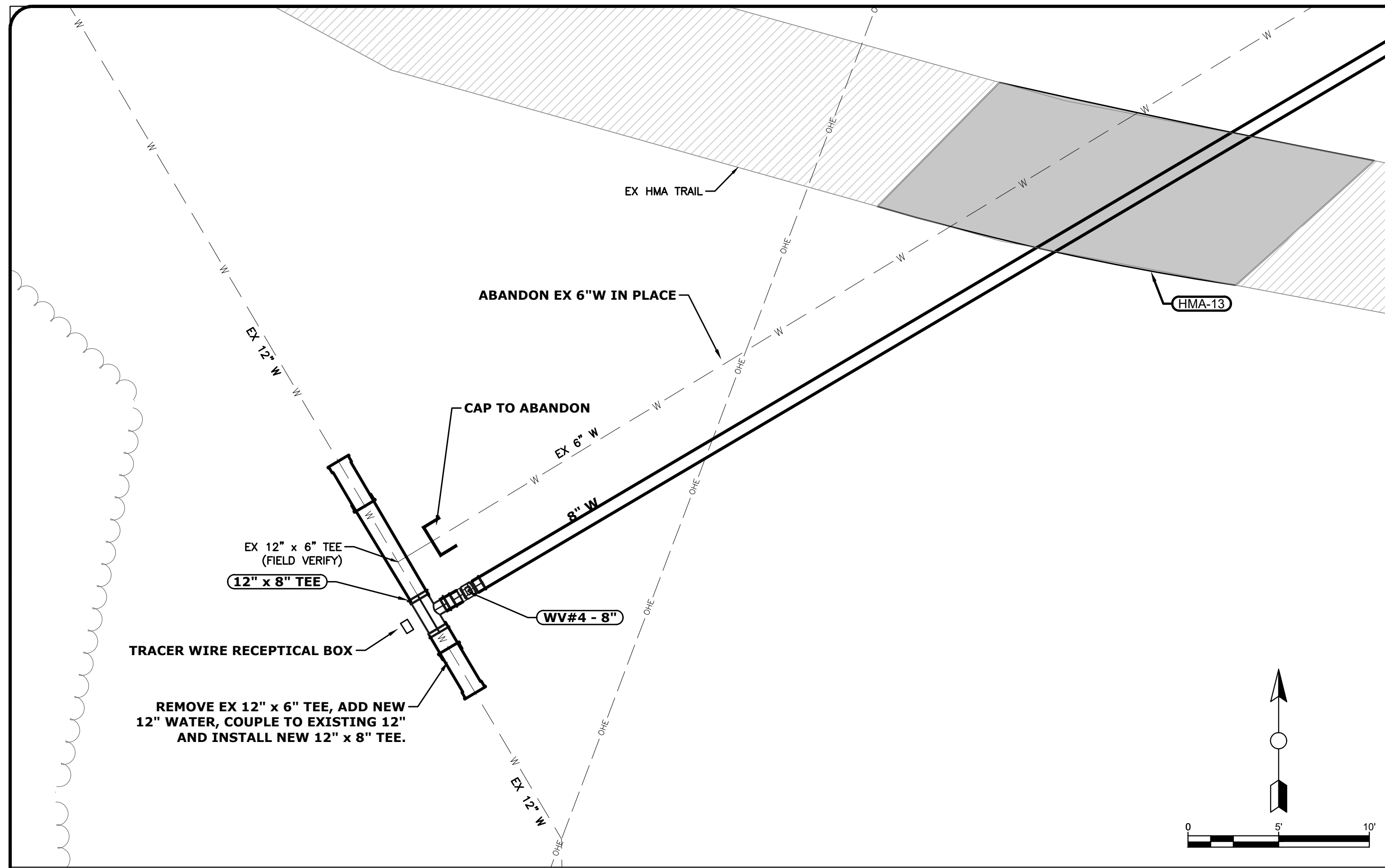
FOX Engineering Associates, Inc.
 414 South 17th Street, Suite 107
 Ames, Iowa 50010
 Phone: (515) 233-0000
 FAX: (515) 233-0103



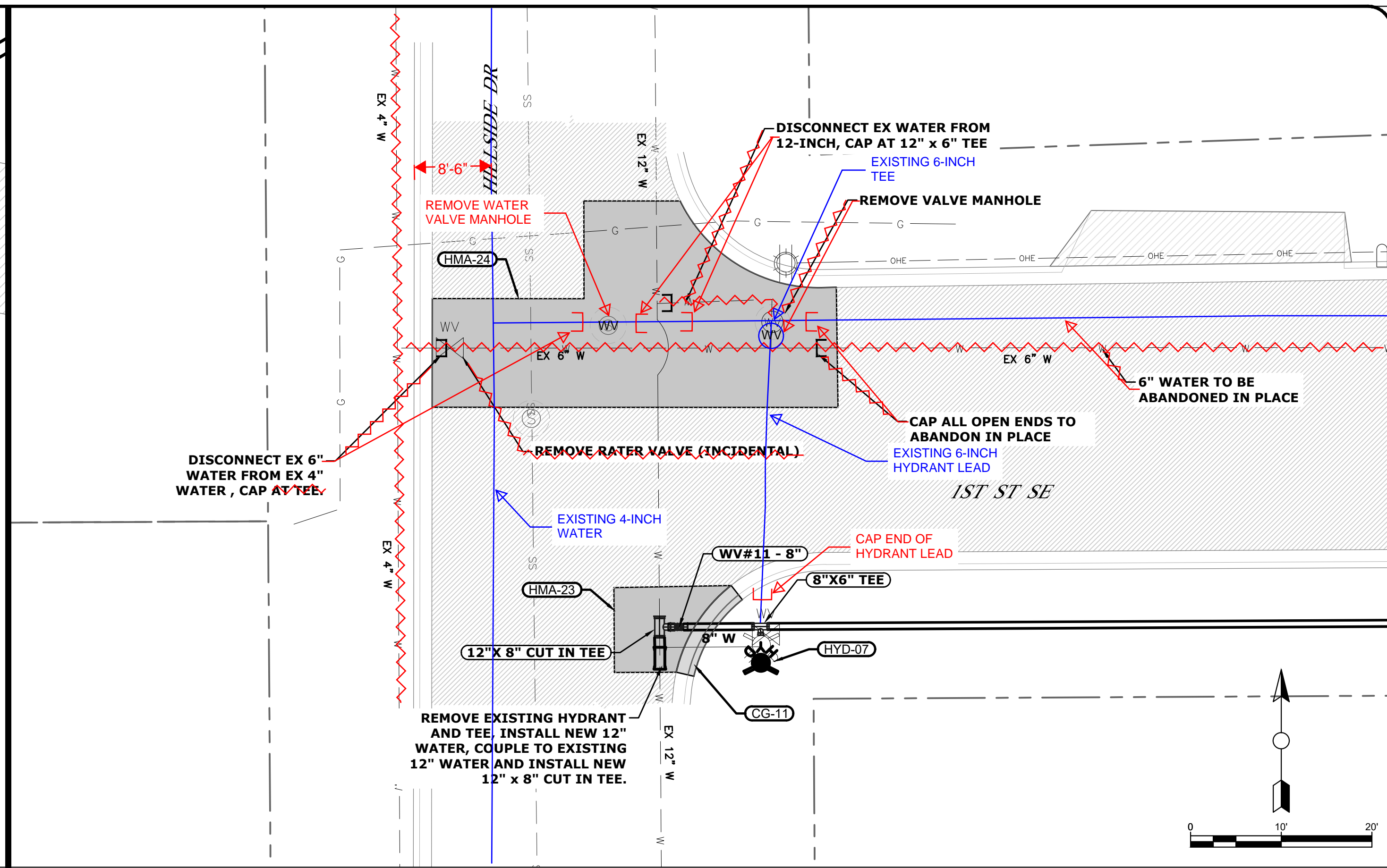
WATER MAIN CONNECTION DETAILS
 OELWEIN 2021 WATER MAIN IMPROVEMENTS
 CITY OF OELWEIN
 OELWEIN, IOWA

PROJECT NO.
 3406-18A

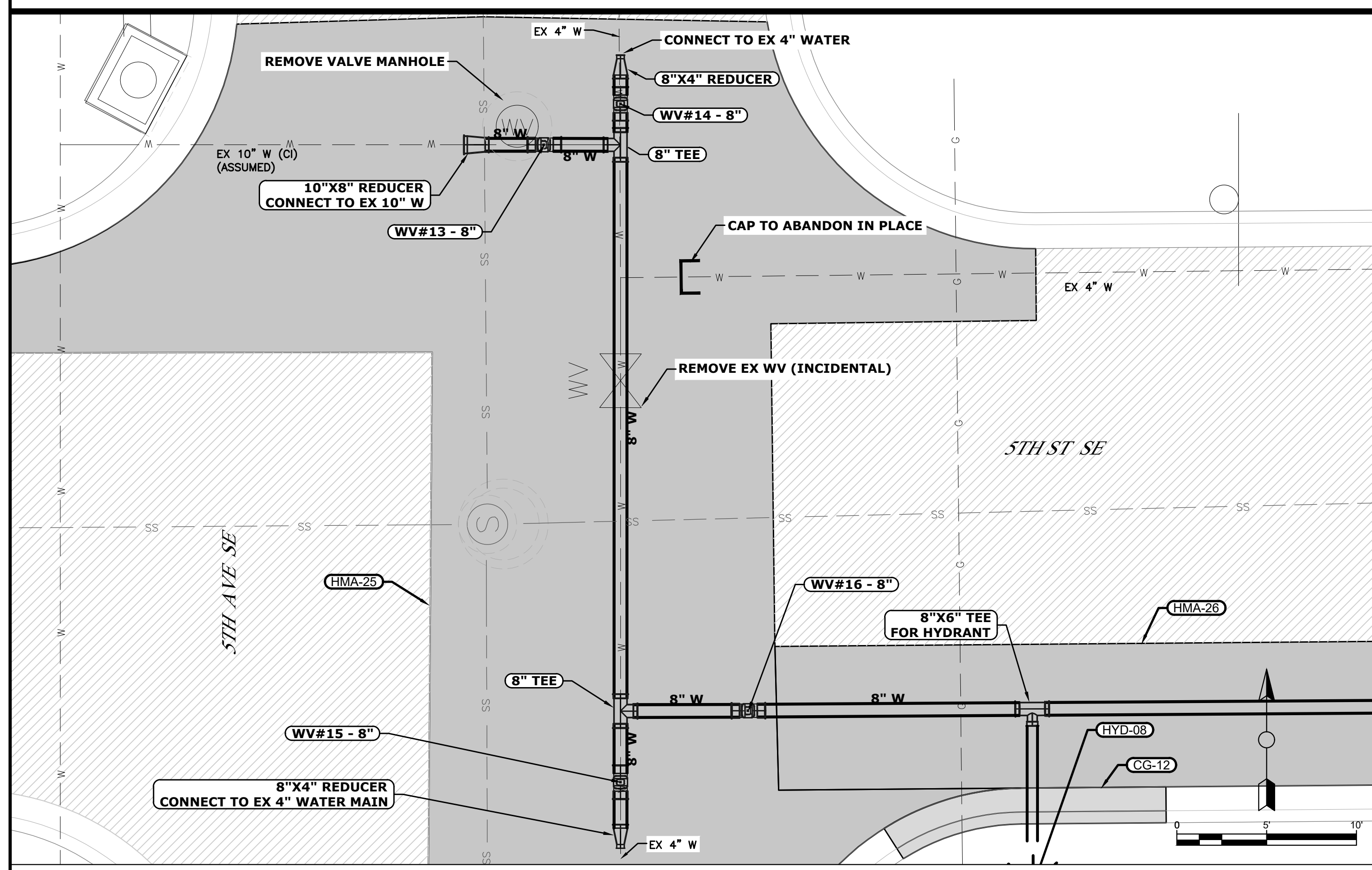
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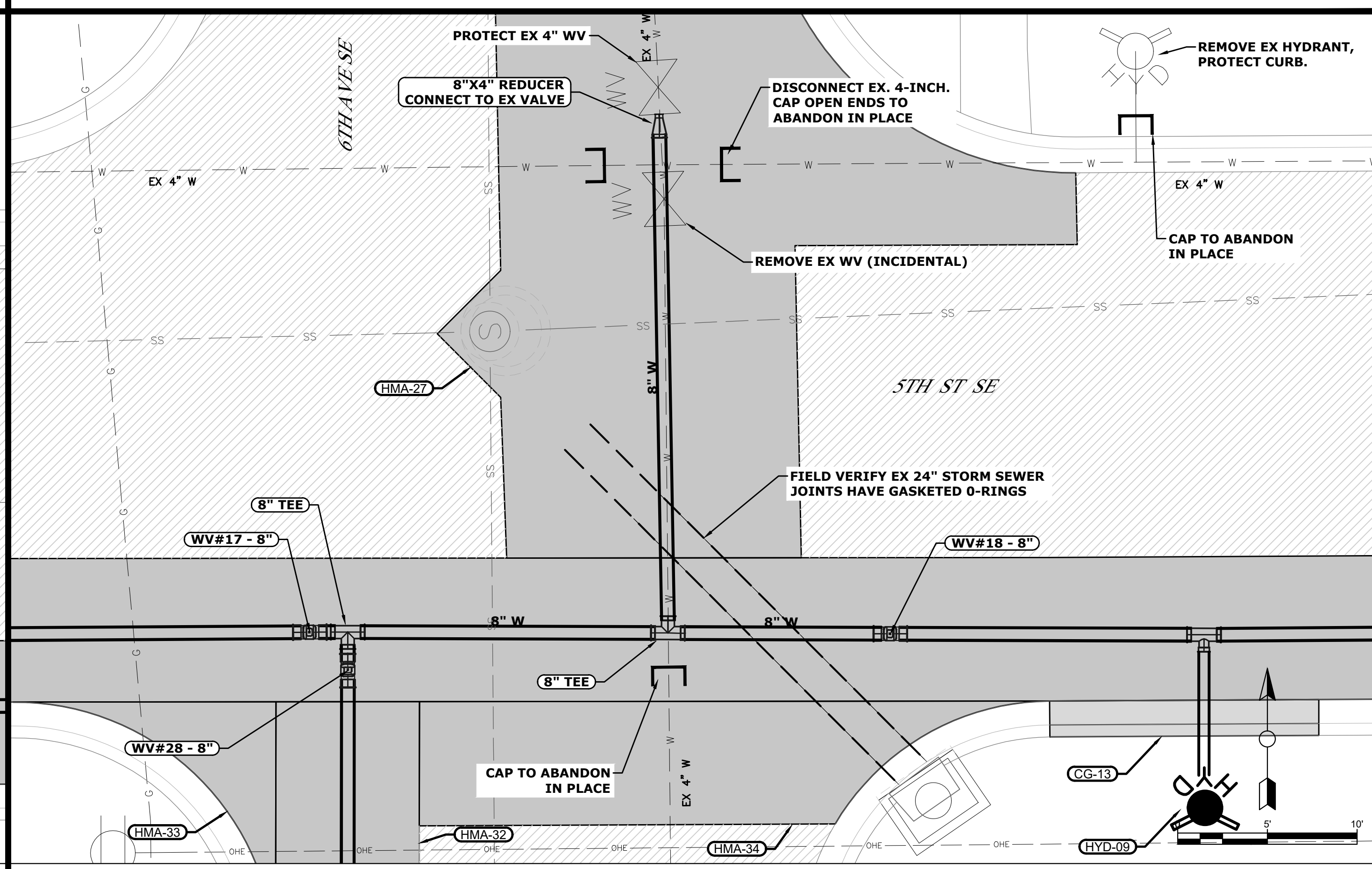
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12TH AVENUE SE AT WATER TOWER



2
K1.3 **WATER MAIN CONNECTION DETAIL**
INTERSECTION OF 1ST STREET SE & HILLSIDE DRIVE



3
K1.3 **WATER MAIN CONNECTION DETAIL**
INTERSECTION OF 5TH STREET SE & 5TH AVENUE SE



4
K1.3 **WATER MAIN CONNECTION DETAIL**
INTERSECTION OF 5TH STREET SE & 6TH AVENUE SE

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REVISION	DATE	BY	DATE
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	02/21	BOB	02/21
		CHECKED	
		LAST UPDATE:	02/12/24

FOX Engineering Associates, Inc.
 414 South 17th Street, Suite 107
 Ames, Iowa 50010
 Phone: (515) 233-0000
 FAX: (515) 233-0103

WATER MAIN CONNECTION DETAILS
 OELWEIN 2021 WATER MAIN IMPROVEMENTS
 CITY OF OELWEIN
 OELWEIN, IOWA

PROJECT NO.
 3406-18A
 SHEET
 CO 2
K1.3

November 3, 2021

**This is Task Order No. 2003-20A-1
consisting of 3 pages.**

Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated September 15, 2008 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

A. Title: Oelwein NE Sanitary Sewer Improvements

B. Description: The City of Oelwein has an IDNR Notice of Violation (567 IAC 64.3(1)) regarding the sanitary sewer collection system. The notice outlined operation and maintenance issues including 22 basement backups, 8 bypasses, and regular use of the EQ basin during wet weather flows. The City tasked FOX Engineering to complete a Preliminary Design Memo to review, analyze, and develop solutions to address these issues. FOX presented the Memo to City Council on October 25, 2021. Council reviewed and accepted the report. The report recommended collection system improvements (removal & replacement of sanitary sewer, manholes, services, and new HMA pavement) in two (2) project areas:

1. Site A: Beginning at the intersection of 3rd St NE & 4th Ave NE north to 6th St NE & 5th Ave NE
2. Site B: Near N Frederick Ave along 2nd St NE east to 2nd Ave NE

The total improvement budget is \$1,840,000. Oelwein intends to utilize American Rescue Act Funds (\$820,000), CDBG Funds (\$600,000), and Sewer Revenue Bonds or General Obligation Bonds (\$420,000). Oelwein will not be obtaining a State Revolving Fund (SRF) loan for this project. Oelwein is in the process of applying for the CDBG Funds.

This Task Order is for Final Design and Bidding Phase Services. Construction Phase Services will be submitted at a later date for Council approval.

1. Services of Engineer - Basic Services of Engineer shall be as per Exhibit A except as modified below:

a. A1.01 (Study and Report Phase) – This scope of services is not included with this Task Order.

b. A1.02 (Preliminary Design Phase) – Completed as part of Task Order 2003-20A

c. A1.03 (Final Design Phase) – As per exhibit A, but with the following additions:

1. Include the following as part of Final Design Phase:
 - a. Topographic survey for proposed sewer alignments to investigate connection options to the existing 16-inch truck sewer along the stream in Site B. Work includes manhole investigation along the stream. FOX has completed a detailed topographic survey for Site A and the remaining of Site B which will be utilized for the final design.
 - b. Coordination of Geotechnical Services (if needed).
 - c. Storm Water Pollution Prevention Plan (SWPPP) & NPDES Permit.
 - d. IDNR Water Construction Permit Application (Fee paid by the City, not included in our scope).
 - e. The final design plans will include cover page, specifications, standard notes, details, removal plans, horizontal & vertical profiles for the water main, and traffic control/staging plans. FOX will submit 50%, 90%, and 100% design milestones for City comments and revisions.
 - f. Technical Specifications per Oelwein Standards and SUDAS.
 - g. Opinion of Probable Construction Cost.
 - h. Task Order has been prepared based on one (1) prime construction contract.

- 2. Meetings
 - a. Staff Meetings (3)
 - b. Utility coordination meeting (1)
 - c. Presentation of project to public
 - d. Presentation of final design to City Council
- 3. Furnish three (3) paper review copies and an electronic PDF of the construction plans and specifications at 50%, 90%, and 100% milestones.

d. A1.04 (Bidding Phase) - This scope of services is not included with this Task Order.

- 1. The Engineer shall provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 - a. Prepare Notice of Public Hearing and Invitation to Bid for publication by the Owner.
 - b. Review supplier submittals for pre-approval of base bid equipment and materials.
 - c. Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
 - d. Prepare and distribute signatory copies of the Notice to Proceed.
- 2. The Engineer will attend the bid opening, review and tabulate the bids, and write a recommendation of award. The Engineer will attend the Council Meeting for the public hearing and consideration of award of the contract.
- 3. Bidding Documents - The Engineer shall prepare and distribute electronic and a sufficient number of paper copies of project documents (including drawings, plans, specifications, and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services.

e. A1.05 (Construction Phase) - This scope of services is not included with this Task Order.

f. Part 2 (Additional Services) - As per exhibit A except for services specifically identified in this document as part of other phases of work.

- 1. Funding Assistance - Funding Administration will be by others. The Engineer shall provide funding assistance as described in the Master Agreement under A2.01.A.1 and other services required to comply with funding requirements as requested by the Owner. All time and expenses associated with submittal, review and design modifications associated with project funding shall be included in this phase. Work includes IDNR Facility Plan Submittal Application along with CDBG Application consultation.
- 2. If requested by Owner, Engineer will prepare for and participate in other public meetings.

2. Owner's Responsibilities - As per Exhibit B, but with the following additional responsibilities:

- 1. The Owner shall be responsible for all property and easement acquisitions and right of entry for survey as per B.2.01.C.3, if required.
- 2. The Owner shall be responsible for obtaining the services of a geotechnical firm for completion of geotechnical investigations.
- 3. The Owner shall pay for all permit fees associated with the project. Such fees are not included in this contract.

3. Times for Rendering Services - Engineer and Owner are aware that there are factors outside the Engineer's control that may affect the Engineer's schedule for completing the services to be provided under this Agreement. The Engineer shall perform these services with reasonable diligence and expediency consistent with sound professional services. The following schedule is estimated based on a November 8, 2021 signed Agreement:

Phase	Completion Date
Funding Assistance	As required
Final Design Phase	February of 2022
Permitting Phase	February of 2022
Bidding Phase	To be determined based on CDBG Funding (assume June of 2022)

4. Payments to Engineer - As per Exhibit C and as follows:

Phase	(Hourly/Lump Sum)*	Amount
Funding Assistance	Method B: Standard Hourly Rates	\$5,000 (estimated)
Final Design Phase	Method A: Lump Sum	\$76,000
Permitting Phase	Method B: Standard Hourly Rates	\$5,000 (estimated)
Bidding Phase	Method A: Lump Sum	\$7,500
Bidding Documents	Method C: \$50 Each	\$500 (estimated)

Notes:

1. Iowa Law requires that sufficient paper copies of bidding documents be provided at no cost to bidders, suppliers, and subcontractors who request such paper documents; and all costs associated with the reproduction and distribution of paper and electronic bidding documents are to be paid by the Owner. Engineer will invoice Owner for all such document costs as a Reimbursable Expense.
2. Method A Lump Sum fees noted above include appropriate amounts for direct expenses for each item.
3. Amounts listed above that are based on Standard Hourly Rates and Reimbursable Expenses are estimates only; actual fees and charges for those items may differ from the estimated amounts, but will not exceed the estimated amount without prior approval by the Owner.
5. The total of the lump sum fees is \$83,500
6. The total of the hourly estimated fees is \$10,500.
7. **The total lump sum and hourly estimated fees is \$94,000.**

5. Engineer's Consultants - None

6. Other Modifications to Master Agreement - None

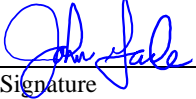
7. Attachments – Overview Sheets D1.0 & D2.0

8. Documents Incorporated By Reference - None

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2021.

Engineer

 11.03.2021
Signature Date

John Gade, P.E.
Name

Project Manager
Title

Designated Representative for Task Order:

John Gade, P.E.
Name

Project Manager
Title

414 S 17th Street (Suite 107), Ames, IA 50010
Address

jmg@foxeng.com
E-Mail Address

515-233-0000
Phone

Owner

Signature Date

Dylan Mulfinger
Name

City Administrator
Title

Designated Representative for Task Order:

Dylan Mulfinger
Name

City Administrator
Title

20 2nd Ave SW, Oelwein, IA 50662
Address

DMulfinger@cityofuelwein.org
E-Mail Address

319-283-5440
Phone

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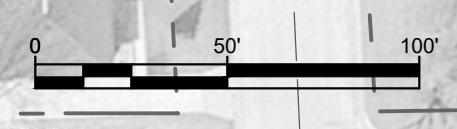
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FOX Engineering Associates, Inc.
 414 South 17th Street, Suite 107
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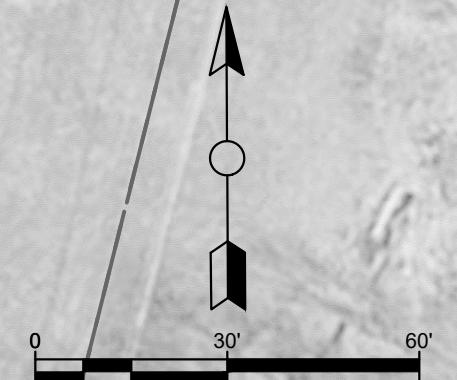
SANITARY SEWER PLAN & PROFILE
 OELWEIN COLLECTION SYSTEM IMPROVEMENTS
 2021
 OELWEIN, IA

PROJECT NO.
 2003-20A
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10/21	DESIGNED	
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	CHECKED	
	LAST UPDATE:	9/21/21

Item 17

FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103



SANITARY SEWER PLAN & PROFILE
OELWEIN COLLECTION SYSTEM IMPROVEMENTS
2021
OELWEIN, IA

PROJECT NO.
2003-20A
SHEET
D2.0



ROOF MAINTENANCE & REPAIR PROPOSAL

City of Oelwein
200 West Charles Street, Oelwein, IA 50662



PRESENTED TO

Dylan Mulfinger
City Administrator
City of Oelwein
200 West Charles Street
Oelwein, IA 50662
319-283-5440
dmulfinger@cityfoelwein.org

PRESENTED BY

Daniel Schefers
Roofing Services Manager
Schwickert's Tecta America
507-995-4172
dschefers@tectaamerica.com

GENERAL SUMMARY

November 1, 2021

Dear Dylan Mulfinger,

Thank you for the opportunity to perform the recent Facility Roof Audit at Fire Station. We are pleased to provide the following proposal for maintenance items and repairs that should be performed in order to ensure the performance of your roofs and the watertight occupancy of your building.

For your convenience, repairs have been prioritized as follows:

- Priority A repairs are urgent because they are actively permitting water intrusion or are expected to during the next rainfall. Repairs are recommended immediately.
- Priority B repairs are not urgent, but are recommended for repair within 6-12 months. If left unaddressed, Priority B items can turn into Priority A items.
- Priority C repairs are recommended to ensure the long-term performance of your roof, but not considered necessary. For budget purposes, Priority C repairs should be completed within 1-2 years.

Below is a detailed scope of work and final project pricing. Please review this proposal and contact me with any questions. Your choice of partner to perform this work will affect not only the expeditious performance of this project, but more importantly, the long-term performance of your roof and the protection of your key business operations.

We look forward to working with you to address your needs. Our goal is to ensure that you are able to focus on meeting your core business objectives, and will rarely have to think about roof performance.

Sincerely,

Daniel Schefers

Roofing Services Manager

507-995-4172

SCOPE OF WORK

PRIORITY - A REPAIRS

\$3,865.00

<https://www.tectatracker.com/q49001>**Section A : \$ 2,520.00**

- **Repair #1** (Improper Repair) -04/29/2021 - Pipe is flashed with a shingle roof seal. Recommend removing improper pipe flashing. Install .60 mil EPDM target patch and install new pipe boot flashing. (Approximately 2 EA)
- **Repair #3** (Open or Missing T-Joint(s)) -New T-Joint Patches will be installed according to membrane manufacturer's recommendations and/or current industry standards. (Approximately 8 EA)
- **Repair #4** (Open Corner(s) or Side Lap(s)) -Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards. (Approximately 1 LF)
- **Repair #5** (Improper Repair) -04/29/2021 - Clean off failing caulking sealing hole in membrane. Clean and repair hole with 6" cured cover strip. (Approximately 1 LF)

Section B : \$ 1,345.00

- **Repair #1** (Improper Repair) -04/29/2021 - Lines through roof are electrical taped. Clean roof areas and install 1- 6" and 1 8" Pitch pan and tie into existing roof system per manufacturer specifications. (Approximately 2 EA)
- **Repair #3** (Open Corner(s) or Side Lap(s)) -Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards. (Approximately 8 LF)

PHOTOS
Section A

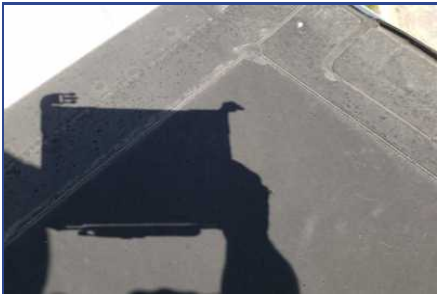

Section A - Deficiency #1
Pipe is flashed with a shingle roof seal



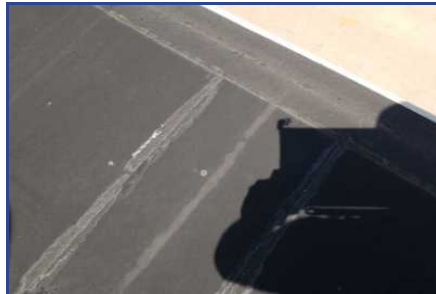
Section A - Deficiency #1
Pipe is flashed with a shingle roof seal



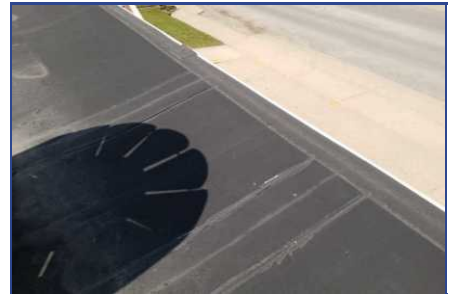
Section A - Deficiency #3
Open or Missing T-Joint patches



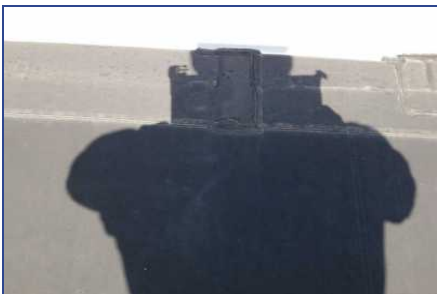
Section A - Deficiency #3
Open or Missing T-Joint patches



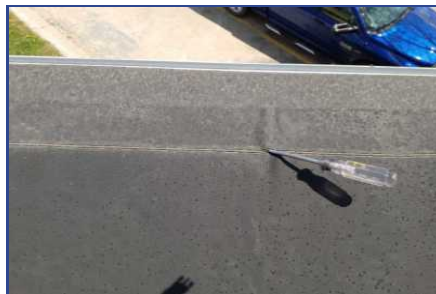
Section A - Deficiency #3
Open or Missing T-Joint patches



Section A - Deficiency #3
Open or Missing T-Joint patches



Section A - Deficiency #3
Open or Missing T-Joint patches



Section A - Deficiency #4
Membrane flashing voids, splits or open side flaps



Section A - Deficiency #5
Failing caulking

Section B



Section B - Deficiency #1
Lines through roof are electrical taped



Section B - Deficiency #1
Lines through roof are electrical taped



Section B - Deficiency #1
Lines through roof are electrical taped



Section B - Deficiency #3
Membrane flashing voids, splits or open side flaps



Section B - Deficiency #3
Membrane flashing voids, splits or open side flaps



Section B - Deficiency #3
Membrane flashing voids, splits or open side flaps

CITY OF OELWEIN'S INVESTMENT

CONTRACT SUM: Schwickert's Tecta America, by and through its subsidiaries and affiliates, shall perform the Work for three thousand eight hundred sixty-five dollars (**\$3,865.00**) in current funds, and if this Proposal is accepted by the Owner, Owner shall pay said sum as provided herein.

Total price including labor, materials, supplies & tax	\$3,865.00
TOTAL PROJECT COST	\$3,865.00

If this proposal is accepted by Owner, Owner shall pay said sum as provided herein.

The proposal sum indicated assumes all deficiencies are selected to be repaired. If all deficiencies are not accepted for repair and client/owner authorizes select deficiencies, contact Tecta America for pricing revisions.

This proposal is subject to revision or withdrawal by Tecta America until communication of acceptance. This proposal expires **thirty (30) days** after the date stated above, if not earlier accepted, revised or withdrawn.

Customer warrants he/she has personally read and understands the terms and conditions on the following page(s) of this proposal, and that any contract between the parties is subject to these terms and conditions.

The undersigned hereby accepts this Proposal, and agrees that this writing shall be a binding contract and authorizes Schwickert's Tecta America to proceed with the Work.

Owner/Customer:

Schwickert's Tecta America

By: _____

By: _____

Name: _____

Name: Daniel Schefers

Title: _____

Title: _____

Date: _____

Date: _____

TERMS & CONDITIONS

1. These terms and conditions relate to the services being performed as described herein. If this work is being performed in accordance with a Master Agreement, then the terms and conditions of the master agreement will take precedence.

2. **Nature of Work.** Schwickert's Tecta America ("Tecta") shall furnish the labor and material to perform the work described herein. Tecta does not provide engineering, consulting or architectural services. Tecta is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.

3. **Commencement of Work.** Customer warrants that the structures on which Tecta is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations. Tecta's prosecution of the work indicates only that the surface of the deck appears satisfactory to Tecta to attach roofing materials.

4. **Availability of Site.** Tecta shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof.

5. **Asbestos and Toxic Materials.** This Work is based on Tecta not coming into contact with asbestos-containing or toxic materials. Tecta shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Tecta from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

6. **Payment.** Unless stated otherwise on the face of this Work Order, Customer shall pay the invoiced amount within ten (10) days of receipt of the invoice. If completion of the Work extends beyond one month, Customer shall make monthly progress in accordance with the billed invoices. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Tecta shall be entitled to recover from Customer costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due.

7. **Back charges.** No back charges or claims for payment of services or materials and equipment furnished by Customer to Tecta shall be valid unless previously authorized in writing by Tecta and unless written notice is given to Tecta within five (5) days of the event, act, or omission which is the basis of the back charge.

8. **Insurance.** Tecta shall carry worker's compensation, and commercial general liability insurance. Tecta will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage's upon request. Moneys owed to Tecta shall not be withheld by reason of any damage or claim against Tecta covered by liability or property damage insurance maintained by Tecta.

9. **Interior Protection.** Customer acknowledges that roof work on an existing building may cause disturbance, dust or debris to fall into the interior. It is the customer's responsibility to remove

or protect property directly below the roof in order to minimize potential interior damage. Customer agrees to hold Tecta harmless from claims of tenants who were not so notified and did not provide protection.

10. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products may be released and noise will be generated as part of the roofing operations to be performed by Tecta. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tecta harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

11. **Warranty.** Tecta's work will be warranted by Tecta in accordance with its standard warranty, no other portions of the roof is warranted with the exception of those roofs still under a manufacturer's warranty. Tecta shall only be liable for work it has been specifically asked to perform. Tecta is not liable for the entire roof. Tecta is not guaranteeing any other areas of the roof beyond those it specifically repaired. Tecta is not responsible for any work performed by anyone or any company other than Tecta.

12. **Existing Conditions.** Tecta is not responsible for leakage due to the existing conditions of the roof or other portions of the building that have not yet been repaired by Tecta. While every attempt has been made by Tecta to resolve the leak condition, the roof may be experiencing numerous leak conditions and Tecta may be required to return to the roof to resolve these unforeseen conditions. Customers shall hold Tecta harmless for these unforeseen additional leak conditions. Tecta's warranty and liability only extends to the work performed by Tecta.

13. **Mold.** Tecta is committed to acting promptly so that roof leaks are not a source of potential interior mold growth. The Customer is responsible for monitoring any leak areas and for indoor air quality. Tecta is not responsible for indoor air quality. Customer shall hold harmless and indemnify Tecta from claims due to indoor air quality and resulting from water intrusion into the building. Customer agrees to indemnify and hold harmless Tecta from claims brought by tenants and third parties arising from mold growth.

14. **Indemnification.** To the fullest extent permitted by law, Tecta shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta's work under this Work Order provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta or anyone for whose work Tecta is responsible under this contract. **In no event shall such liability include indirect, incidental, special, exemplary, punitive, unmitigated, or consequential damages.**



ROOF MAINTENANCE & REPAIR PROPOSAL

City of Oelwein
20 2nd Avenue Southwest, Oelwein, IA 50662



PRESENTED TO

Dylan Mulfinger
City Administrator
City of Oelwein
20 2nd Avenue Southwest
Oelwein, IA 50662
319-283-5440
dmulfinger@cityfoelwein.org

PRESENTED BY

Daniel Schefers
Roofing Services Manager
Schwickert's Tecta America
507-995-4172
dschefers@tectaamerica.com

GENERAL SUMMARY

November 1, 2021

Dear Dylan Mulfinger,

Thank you for the opportunity to perform the recent Facility Roof Audit at City Hall. We are pleased to provide the following proposal for maintenance items and repairs that should be performed in order to ensure the performance of your roofs and the watertight occupancy of your building.

For your convenience, repairs have been prioritized as follows:

- Priority A repairs are urgent because they are actively permitting water intrusion or are expected to during the next rainfall. Repairs are recommended immediately.
- Priority B repairs are not urgent, but are recommended for repair within 6-12 months. If left unaddressed, Priority B items can turn into Priority A items.
- Priority C repairs are recommended to ensure the long-term performance of your roof, but not considered necessary. For budget purposes, Priority C repairs should be completed within 1-2 years.

Below is a detailed scope of work and final project pricing. Please review this proposal and contact me with any questions. Your choice of partner to perform this work will affect not only the expeditious performance of this project, but more importantly, the long-term performance of your roof and the protection of your key business operations.

We look forward to working with you to address your needs. Our goal is to ensure that you are able to focus on meeting your core business objectives, and will rarely have to think about roof performance.

Sincerely,

Daniel Schefers

Roofing Services Manager

507-995-4172

SCOPE OF WORK

PRIORITY - A REPAIRS

\$3,300.00

<https://www.teclatracker.com/q49000>**Section C : \$ 3,300.00**

- **Repair #1** (Improper Repair) - 06/28/2021 - 1" pipe coming through the roof is not flashed correctly. Remove caulking and install a small split boot and target patch if needed. (Approximately 1 EA)
- **Repair #2** (Metal Flashing Sealant Deteriorated or Missing) -Deteriorated metal flashing sealant will be removed and a new high quality elastomeric sealant installed. (Approximately 53 LF)
- **Repair #3** (Improper Repair) - 04/29/2021 - 4" pipe coming through the roof is not flashed correctly. Remove caulking and install a pipe boot and a target patch if needed (Approximately 1 EA)
- **Repair #4** (Panel or Flashing Gaskets Defective) -Displaced or missing panel or flashing gaskets will be replaced with new gaskets to match the existing. (Approximately 45 LF)

PHOTOS
Section C

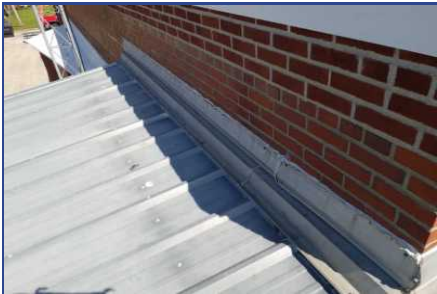

Section C - Deficiency #1
1" pipe coming through the roof is not flashed



Section C - Deficiency #2
Metal flashing sealant deteriorated or missing



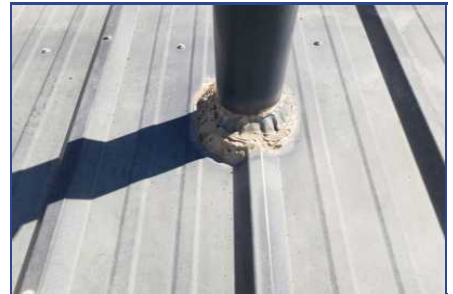
Section C - Deficiency #2
Metal flashing sealant deteriorated or missing



Section C - Deficiency #2
Metal flashing sealant deteriorated or missing



Section C - Deficiency #2
Metal flashing sealant deteriorated or missing



Section C - Deficiency #3
4" pipe coming through the roof is not flashed



Section C - Deficiency #4
Foam gasket is deteriorated



Section C - Deficiency #4
Foam gasket is deteriorated



Section C - Deficiency #4
Foam gasket is deteriorated



Section C - Deficiency #4
Foam gasket is deteriorated



Section C - Deficiency #4
Foam gasket is deteriorated



Section C - Deficiency #4
Foam gasket is deteriorated

CITY OF OELWEIN'S INVESTMENT

CONTRACT SUM: Schwickert's Tecta America, by and through its subsidiaries and affiliates, shall perform the Work for three thousand three hundred dollars (**\$3,300.00**) in current funds, and if this Proposal is accepted by the Owner, Owner shall pay said sum as provided herein.

Total price including labor, materials, supplies & tax	\$3,300.00
TOTAL PROJECT COST	\$3,300.00

If this proposal is accepted by Owner, Owner shall pay said sum as provided herein.

The proposal sum indicated assumes all deficiencies are selected to be repaired. If all deficiencies are not accepted for repair and client/owner authorizes select deficiencies, contact Tecta America for pricing revisions.

This proposal is subject to revision or withdrawal by Tecta America until communication of acceptance. This proposal expires **thirty (30) days** after the date stated above, if not earlier accepted, revised or withdrawn.

Customer warrants he/she has personally read and understands the terms and conditions on the following page(s) of this proposal, and that any contract between the parties is subject to these terms and conditions.

The undersigned hereby accepts this Proposal, and agrees that this writing shall be a binding contract and authorizes Schwickert's Tecta America to proceed with the Work.

Owner/Customer:

Schwickert's Tecta America

By: _____

By: _____

Name: _____

Name: Daniel Schefers

Title: _____

Title: _____

Date: _____

Date: _____

TERMS & CONDITIONS

1. These terms and conditions relate to the services being performed as described herein. If this work is being performed in accordance with a Master Agreement, then the terms and conditions of the master agreement will take precedence.

2. **Nature of Work.** Schwickert's Tecta America ("Tecta") shall furnish the labor and material to perform the work described herein. Tecta does not provide engineering, consulting or architectural services. Tecta is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.

3. **Commencement of Work.** Customer warrants that the structures on which Tecta is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations. Tecta's prosecution of the work indicates only that the surface of the deck appears satisfactory to Tecta to attach roofing materials.

4. **Availability of Site.** Tecta shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof.

5. **Asbestos and Toxic Materials.** This Work is based on Tecta not coming into contact with asbestos-containing or toxic materials. Tecta shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Tecta from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

6. **Payment.** Unless stated otherwise on the face of this Work Order, Customer shall pay the invoiced amount within ten (10) days of receipt of the invoice. If completion of the Work extends beyond one month, Customer shall make monthly progress in accordance with the billed invoices. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Tecta shall be entitled to recover from Customer costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due.

7. **Back charges.** No back charges or claims for payment of services or materials and equipment furnished by Customer to Tecta shall be valid unless previously authorized in writing by Tecta and unless written notice is given to Tecta within five (5) days of the event, act, or omission which is the basis of the back charge.

8. **Insurance.** Tecta shall carry worker's compensation, and commercial general liability insurance. Tecta will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage's upon request. Moneys owed to Tecta shall not be withheld by reason of any damage or claim against Tecta covered by liability or property damage insurance maintained by Tecta.

9. **Interior Protection.** Customer acknowledges that roof work on an existing building may cause disturbance, dust or debris to fall into the interior. It is the customer's responsibility to remove

or protect property directly below the roof in order to minimize potential interior damage. Customer agrees to hold Tecta harmless from claims of tenants who were not so notified and did not provide protection.

10. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products may be released and noise will be generated as part of the roofing operations to be performed by Tecta. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tecta harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

11. **Warranty.** Tecta's work will be warranted by Tecta in accordance with its standard warranty, no other portions of the roof is warranted with the exception of those roofs still under a manufacturer's warranty. Tecta shall only be liable for work it has been specifically asked to perform. Tecta is not liable for the entire roof. Tecta is not guaranteeing any other areas of the roof beyond those it specifically repaired. Tecta is not responsible for any work performed by anyone or any company other than Tecta.

12. **Existing Conditions.** Tecta is not responsible for leakage due to the existing conditions of the roof or other portions of the building that have not yet been repaired by Tecta. While every attempt has been made by Tecta to resolve the leak condition, the roof may be experiencing numerous leak conditions and Tecta may be required to return to the roof to resolve these unforeseen conditions. Customers shall hold Tecta harmless for these unforeseen additional leak conditions. Tecta's warranty and liability only extends to the work performed by Tecta.

13. **Mold.** Tecta is committed to acting promptly so that roof leaks are not a source of potential interior mold growth. The Customer is responsible for monitoring any leak areas and for indoor air quality. Tecta is not responsible for indoor air quality. Customer shall hold harmless and indemnify Tecta from claims due to indoor air quality and resulting from water intrusion into the building. Customer agrees to indemnify and hold harmless Tecta from claims brought by tenants and third parties arising from mold growth.

14. **Indemnification.** To the fullest extent permitted by law, Tecta shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta's work under this Work Order provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta or anyone for whose work Tecta is responsible under this contract. **In no event shall such liability include indirect, incidental, special, exemplary, punitive, unmitigated, or consequential damages.**

bergankDV

We have prepared a quote for you

Infrastructure project

Quote # 067508
Version 1

Prepared for:

City of Oelwein

Dylan Mulfinger
DMulfinger@cityofuelwein.org

Down Payment

Description	Price	Qty	Ext. Price
A down payment of 50% will be required on all purchases with a total of \$10,000 or greater. After approval of quote, an invoice for the down payment amount will be sent, orders will be placed after invoice is paid.			

Ruckus Wireless

Description	Price	Qty	Ext. Price
Ruckus R550 Access Point Ruckus R550 - Wireless access point - ZigBee, 802.11ax - Bluetooth, ZigBee, Wi-Fi - Dual Band - DC power / PoE The R550 access point (AP) with the Wi-Fi 6 (802.11 ax) technology delivers the ideal combination of increased capacity, improved coverage and affordability in dense environments. The R550 is the mid-range dual-band, dual-concurrent AP that supports four spatial streams (2x2:2 in 2.4GHz/5GHz). The R550 supports peak data rates of up to 1774 Mbps and efficiently manages up to 512 clients connections.	\$798.00	3	\$2,394.00
WatchDog Support - R550 Ruckus Partner Premium Support - Extended service agreement - advance parts replacement - 1 year - shipment - response time: NBD	\$67.00	3	\$201.00
Ruckus Cloud Wi-Fi - Subscription license (3 years) 24X7 Technical Support (phone, chat, email), Automatic Firmware Updates	\$215.00	3	\$645.00
Ruckus PoE Injector	\$60.00	3	\$180.00

Subtotal: **\$3,420.00**

Extreme Switching

Description	Price	Qty	Ext. Price
Extreme Networks 220 - 12p L2 - 12 x 10/100/1000 (PoE+) + 2 x 10 Gigabit SFP - PoE+ (123 W) - Stackable	\$1,010.00	4	\$4,040.00
ExtremeWorks - 4 Hour 4 Hour Advanced Hardware Replacement - extended service agreement - 1 year - 12 Port PoE	\$120.00	4	\$480.00

Extreme Switching

Description	Price	Qty	Ext. Price
Extreme Networks 220 - 48p L3 - 48 x 10/100/1000 (PoE+) + 4 x 10 Gigabit SFP+ - PoE+ (370 W) - Stackable	\$3,035.00	2	\$6,070.00
ExtremeWorks - 4 Hour 4 Hour Advanced Hardware Replacement - extended service agreement - 1 year - 48 Port PoE	\$380.00	2	\$760.00
StarTech.com 3m Fiber Optic Cable - Multimode Duplex 50/125 - OFNP Plenum - LC/LC - OM2 - LC to LC Fiber Patch Cable	\$28.00	6	\$168.00
Extreme Networks SFP Transceiver Module GigE - 1000Base-SX / LC multi- mode	\$490.00	6	\$2,940.00
Patch cable - RJ-45 (M) to RJ-45 (M) - 2 ft - UTP - CAT 6 - molded, snagless, stranded - blue	\$2.50	100	\$250.00

Subtotal: **\$14,708.00**

SonicWALL Firewall

Description	Price	Qty	Ext. Price
SonicWALL TZ370 - 3 Year Advanced Protection Edition 3 year subscription includes: <ul style="list-style-type: none"> • Capture Advanced Threat Protection • Gateway Anti-Virus • Anti-Spyware • Intrusion Prevention • Application Firewall Service • Content Filtering Services • Comprehensive Anti-Spam • NSM Essential with Management & 7-Day Reporting and 24x7 Support with firmware 500 Mbps Capable	\$1,675.00	2	\$3,350.00

Subtotal: **\$3,350.00**

Services

Description	Price	Qty	Ext. Price
Project Scope See Separate Statement of Work Document	\$10,500.00	1	\$10,500.00
Big Leaf Summary of Charges (billed directly from Big Leaf) Big Leaf Contract - \$199/month - quantity 2 City Hall & Utility Building Campus One Time Setup Fee - \$379 - waived on 36 month term (vs 12 month term) - quantity 2 City Hall & Utility Building Campus One Time Setup Fee for Rack Mount - \$45 - quantity 2 City Hall & Utility Building Campus			

Subtotal: **\$10,500.00**

Infrastructure project

Prepared by:

Cedar Valley
Susan
(319) 433-3743
susan.perkins@bergankdv.com

Prepared for:

City of Oelwein
20 2nd Ave SW
Oelwein, IA 50662
Dylan Mulfinger
DMulfinger@cityofuelwein.org
(712) 870-0617

Quote Information:

Quote #: 067508
Version: 1
Delivery Date: 10/20/2021
Expiration Date: 11/30/2021

Quote Summary

Description	Amount
Ruckus Wireless	\$3,420.00
Extreme Switching	\$14,708.00
SonicWALL Firewall	\$3,350.00
Services	\$10,500.00

Please DO NOT pay from quote. An invoice will be generated after authorization. Total: **\$31,978.00**

Payment Options

Description	Periods	Payments	Amount
GreatAmerica			
36 Months	Monthly	36	\$994.84
48 Months	Monthly	48	\$773.23

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

Terms and Approval

By signing and returning this Quotation, I authorize BerganKDV to order the above products. I also agree, upon delivery of the above products, to pay BerganKDV any and all amounts due. Unless explicitly specified in the above quotation details, labor hours required to deliver, install, configure, and/or support the above products is not included in the quoted price. In some cases, an amount will be due prior to ordering. Additional shipping charges may apply. Prices are subject to change without notice.

WARRANTIES AND DISCLAIMERS

A) Limitation of liability. BerganKDV shall not be liable to client under any circumstances for client's loss of the use of its network or related systems. In no event shall vendor be liable to customer for any indirect, special or consequential damages or loss profits arising out of or related to this agreement or the performance of services hereunder or any breach thereof even if vendor has been advised of the possibility thereof. Vendor's liability to customer hereunder, if any, shall in no event exceed the total amount paid to the vendor hereunder. In no event shall vendor be liable to customer for any damages resulting from or relate to any failure or delay of vendor in the performance of services hereunder.

B) Negation of Warranty. Vendor does not warrant the services performed hereunder or the accuracy or correctness of the results of the services, and there are no warranties, express or implied, including, but limited to warranties of the merchantability or fitness for any particular purpose.

INDEMNIFICATION

City of Oelwein hereby agrees to indemnify and defend at its sole expense: BerganKDV, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon City of Oelwein use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, City of Oelwein agrees to pay any judgment and costs associated with such claim.

RETURNS

Eligible returns must be made with 15 days in the original packaging in like new condition. There may be shipping costs as well as 20% restocking fee on items that can be returned. BerganKDV reserves the right to deny any returns or exchanges. Check with your account manager for details.

City of Oelwein Infrastructure Project

Table of Contents

1. Contact Information
2. SOW Agreement Date
3. Project Description
 - 3.1 Services
 - 3.2 Project Duration
 - 3.3 Scope – Project Tasks
 - 3.4 Out of Scope Services
 - 3.5 Completion Criteria
 - 3.6 Client Responsibilities
 - 3.7 Key Assumptions



1.0 Project Description

BerganKDV will assist with preparing the infrastructure at several of the different department buildings for the new voice over ip system that will be getting installed.

City Hall:

BerganKDV will support the client with getting cabling and server equipment relocated in the City Hall building so it is centrally located in a properly cooled and physically secure location. The new server room will be back in the old Police Department evidence room.

Fire Department:

BerganKDV will support the client with connecting the Fire Department to City Hall by leveraging new fiber optic cabling between the two buildings. BerganKDV will assist with installing a new network switch in the Fire Department basement that will terminate the fiber. This will allow the Fire Department to utilize the redundant internet services that will be installed at City Hall.

Utilities-Park-Streets Departments:

BerganKDV will support the Client with installing a new SonicWall firewall at the Utilities building to provide connectivity back to City Hall using a site-to-site vpn tunnel. BerganKDV will assist client with installing new network switches in each building to terminate new fiber that will replace the existing copper that is used to connect the buildings currently. BerganKDV will install a wireless access point in each of the buildings to provide wireless connectivity for user machines.

Wastewater Department:

BerganKDV will support the client with installing a new SonicWall firewall at the Wastewater building to provide connectivity back to City Hall using a site-to-site vpn tunnel. The new firewall will provide additional next-generation firewall security features like Intrusion Prevention, Gateway AV, Anti-Malware, and botnet protection that are equivalent to what other departments are currently using for securing their internet perimeter (City Hall, Police Department, etc).

1.1 Services

BerganKDV will provide a Project Implementation Specialist, to ensure project activities are delivered, tracked and managed successfully.

1.2 Project Duration

BerganKDV and Client, who will jointly manage this project, will together develop timelines for an Anticipated Schedule during Project Kick-Off meeting. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

1.3 Scope – Project Tasks

The project scope will consist of the following items to be performed *remotely* and *onsite*. BergankKDV will manage and deliver the following project tasks, as part of the engagement. Project fixed labor cost will be \$10,500.00:

City Hall Infrastructure Work – 15 hours

- Move rolling rack with servers from Copy Room to new Server Closet
- Configure and install [2] new 48 Port POE switches in new Server Closet Rack
- Patch in new data runs.
- Relocate firewall into new server closet, re-connect internet carrier.
- Configure and deploy SD-WAN appliance for City Hall
- Assist with setting up 2nd Internet provider and add it into SD-WAN appliance
- Verify network and internet connectivity are restored after servers and network equipment is online in the new data closet.

Fire Department Infrastructure Work – 6 hours

- Install new Network Switch in new data rack in basement.
- Terminate fiber between City Hall and the Fire Department into switches.
- Patch fire department workstations into new network switch.
- Confirm network and internet connectivity on Fire Department workstations.

Utilities-Park-Streets Infrastructure Work – 20 hours

- Configure and deploy new network switches (1 switch per building).
- Terminate fiber between buildings and test connectivity.
- Configure and deploy new firewall in Utilities Building. Create a vpn tunnel back to City Hall.
- Configure and deploy new wireless Aps in buildings (1 WAP per building).
- Patch in workstations into new network switches using new network cabling.
- Verify workstations have network and internet connectivity.
- Configure and deploy SD-WAN appliance for Utilities-Park-Streets department internet services.
- Assist with setting up 2nd Internet provider and add it into SD-WAN appliance in Utilities Department.

Wastewater Department Infrastructure Work – 6 hours

- Configure and deploy new firewall in Wastewater Building. Create a vpn tunnel back to City Hall.

Project Management – 6 hours

- Vendor Management for the project
- Travel

1.4 Out of Scope Services

BerganKDV is responsible to perform only the Services described in this Statement of Work Agreement in paragraph 3.3. Any additional services discussed or implied not defined explicitly by this SOW will be considered out of Scope. BerganKDV has provided a project fee price we believe to be accurate based on the discovery performed. If key information was not available or unknown during the project discovery phase and impacts the SOW, it will result in additional fees for out of scope project work. Out of scope project work will be billed at an hourly rate of \$175.00/hr.

1.5 Completion Criteria

BerganKDV has completed its responsibilities to this Statement of Work when the above deliverables in Section 3.3 are completed.

1.6 Client Responsibilities

The client agrees to:

- Identify a technical resource to work with the Service Provider's Project Implementation Specialist.
- Use reasonable efforts to communicate regularly with Service Provider and provide timely feedback.
- Provide the appropriate Administrative access to systems and/or access to the appropriate equipment in a timely manner.
- Provide the appropriate access to stakeholders, technical/systems and business subject matter experts, functional owners, and decision makers in a timely manner.
- Make reasonably available pre-existing third-party design specifications, application code and documentation as reasonably requested by Service Provider.
- Take commercially reasonable efforts to execute all assigned tasks promptly as reasonably requested by Service Provider throughout the engagement.

1.7 Key Assumptions

General Assumptions

- All work will be performed during normal business hours, Monday through Friday, 8 a.m. to 5 p.m. CST, except holidays unless otherwise agreed to in advance.
- All tasks will be performed over a consecutive timeframe unless otherwise agreed to by all parties.
- User's endpoint systems will be available on conversion day. Any systems not available on conversion day will be handled on a service ticket outside of the project scope.
- The level of effort reflects a fixed price and this SOW represents a fixed price.
- Service Provider services will be delivered in US English only.
- Service Provider will conduct this project remotely at various Service Provider locations as needed, based on a mutually agreeable schedule determined during the project.
- For any work that may be performed at Client's facility, access will be provided to Service Provider resources to the necessary systems, workspace, and Internet access.
- Additional work beyond the level of effort described in this SOW will be subject to the Scope Change process and may be subject to additional costs.
- If schedules are delayed due to lack of timely information, deliverable reviews, access, equipment, training attendance, or other necessary resource or cooperation not the fault of the Service Provider team, then said delay may require an equitable adjustment to the Services under this contract.
- Variable Travel costs such as airfare and lodging are not included as a part of this statement of work. Any applicable variable travel costs will be submitted after project acceptance once a project workplan has been completed during the initial project kickoff call. Average technician overnight lodging expenses are \$200/night. A "point in time" travel cost estimate can be submitted upon request.

Fire Department Assumptions

- BergankKDV will provide an estimate from one of your preferred electrician/low-voltage vendors for connecting the Fire Department back to City Hall with fiber optic cabling.
- One location in each building will be used to mount the new switch along with a fiber termination panel, and a UPS. New cabling may be needed for end user systems based on where the rack is placed. BergankKDV will work with the low-voltage cabling provider to select the best position for the rack based on proximity to end-user systems and where we have adequate power and ventilation.
- Low voltage vendor will provide the wall-mount racks, punch down panels, fiber termination panels and fiber patch cables. BergankKDV will help provide the low-voltage vendor with required specs so they can provide a quote to the City.

Utilities-Park-Streets Departments Assumptions

- Customer will take care of replacing existing copper cabling with new fiber to connect the buildings together. BergankDV can provide an estimate from one of your preferred electrician/low-voltage vendors upon request.
- Adding workstations to the existing domain, backup configuration, application work, readdressing hosts is all outside the scope of this project. BergankDV would be happy to create a statement of work around these items upon request. The intent of this statement of work is to cover infrastructure hardware and service labor to implement infrastructure items.
- One location in each building will be used to mount the new switch along with a fiber termination panel, and a UPS. New cabling may be needed for end user systems based on where the rack is placed. BergankDV will work with the low-voltage cabling provider to select the best position for the rack based on proximity to end-user systems and where we have adequate power and ventilation.
- Low voltage vendor will provide the wall-mount racks, punch down panels, fiber termination panels and fiber patch cables. BergankDV will help provide the low-voltage vendor with required specs so they can provide a quote to the City.

Administrative Department/City Hall Assumptions

- A small rack will be installed in the new server closet that will be used to mount the new switch along with a fiber termination panel, and a UPS. New cabling may be needed for end user systems based on where the rack is placed.
- The existing rolling rack will be utilized in the new server room and we will cross connect the server rack to the switching that will be installed in the wall rack inside the new server room.
- Low voltage vendor will provide the wall-mount racks, punch down panels, fiber termination panels and fiber patch cables. BergankDV will help provide the low-voltage vendor with required specs so they can provide a quote to the City.
- Low voltage vendor will take care of running any new cabling for any new wireless access points and end user systems if it is deemed necessary. Low voltage vendor will be responsible for mounting new access points and wall racks. Low voltage vendor will be responsible for providing adequate power for rack locations.

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

Ken's Electric, Inc.

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

Item 20.

Date	September 8, 2021
Proposal #	208355-01
Customer ID	103253

CAT 6 CABLE INSTALL

Billing Information

City of Oelwein
 20 2nd Ave SW
 Oelwein IA 50662
 319-283-5440

Service at

City of Oelwein
 20 2nd Ave SW
 Oelwein IA 50662
 319-283-5440

307158

CITY HALL

INSTALL CAT 6 HOMERUN	ü
WALL MOUNT RACK 20U	ü
APC SMART-UPS C SMC1000-2UC UPS	ü
INCLUDED IN THIS OPTION WILL BE THE INSTALLATION OF (2) CAT 6 CABLES TO EACH OF THE (18) LOCATIONS MARKED ON THE MAP. THE CABLES WILL BE RAN TO THE NEW SERVER ROOM THAT IS MARKED ON THE MAP. WE WILL PROVIDE A U20 RACK AND A UPS. ALL MATERIAL AND LABOR HAVE BEEN INCLUDED TO INSTALL THE ABOVE.	ü
WARRANTY: 1 YEAR	
Total	\$ 18,300.00

307349

FIRE STATION

INSTALL CAT 6 HOMERUN	ü
WALL MOUNT RACK 20U	ü
APC SMART-UPS C SMC1000-2UC UPS	ü
INCLUDED IN THIS OPTION WILL BE THE INSTALLATION OF (1) CAT 6 CABLE TO EACH OF THE (5) LOCATIONS CURRENTLY. THE CABLES WILL BE RAN TO THE MECHANICAL ROOM. WE WILL PROVIDE A U20 RACK AND A UPS. ALL MATERIAL AND LABOR HAVE BEEN INCLUDED TO INSTALL THE ABOVE.	ü
WARRANTY: 1 YEAR	
Total	\$ 5,950.00

Quotation

MAXIMUM SIGHT & SOUND
 4017 UNIVERSITY AVE
 WATERLOO, IA 50701

Quote Number
 CITY SHOP

Quote Date
 Sep 24, 2021

Page
 1

Quoted to:

CITY OF OELWEIN
 20 2ND AVE SW
 OELWEIN, IA 50662

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF OELWEIN	10/24/21	Net 10 Days	

Quantity	Item	Description	Unit Price	Extension
6.00		CITY SHOP CAT 6 RUNS TO THREE BUILDINGS SPECIFIED LOCATIONS		
1.00		WALL RACK 15U		
1.00		RACK MOUNTED UPS		
1.00		ALL LABOR AND MATERIALS	6,975.00	6,975.00
			Subtotal	6,975.00
			Sales Tax	
			Freight	
			Total	6,975.00

MAXIMUM SIGHT & SOUND
 4017 UNIVERSITY AVE
 WATERLOO, IA 50701

Quote Number
 FIRESTATION

Quote Date
 Sep 24, 2021

Page
 1

Quoted to:

CITY OF OELWEIN
 20 2ND AVE SW
 OELWEIN, IA 50662

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF OELWEIN	10/24/21	Net 10 Days	

Quantity	Item	Description	Unit Price	Extension
5.00		FIRESTATION		
		CAT 6 RUNS TO 5 EXISTING		
		LOCATIONS HOME RUN TO		
		MECHANICAL ROOM		
1.00		15U WALL RACK FOR EQUIPMENT		
1.00		RACK MOUNTED UPS	4,675.00	4,675.00

Subtotal	4,675.00
Sales Tax	
Freight	
Total	4,675.00

MAXIMUM SIGHT & SOUND
 4017 UNIVERSITY AVE
 WATERLOO, IA 50701

Quote Number
 CITY HALL

Quote Date
 Sep 24, 2021

Page
 1

Quoted to:

CITY OF OELWEIN
 20 2ND AVE SW
 OELWEIN, IA 50662

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF OELWEIN	10/24/21	Net 10 Days	

Quantity	Item	Description	Unit Price	Extension
36.00		CITY HALL CAT 6 RUNS TWO TO EACH LOCATION MARKED ON MAP WIRE MOLDING WHERE NEEDED		
1.00		WALL RACK U15 CITY HALL		
1.00		RACK MOUNTED UPS		
1.00		ALL MATERIALS AND LABOR TO INSTALL	14,200.00	14,200.00

Subtotal	14,200.00
Sales Tax	
Freight	
Total	14,200.00

MAXIMUM SIGHT & SOUND
 4017 UNIVERSITY AVE
 WATERLOO, IA 50701

Quote Number
 7900

Quote Date
 Oct 14, 2021

Page
 1

Quoted to:

CITY OF OELWEIN
 20 2nd Ave SW
 OELWEIN, IA 50662

Customer ID	Good Thru	Payment Terms	Sales Rep
OELWEIN CITY OF	11/13/21	Net 10 Days	

Quantity	Item	Description	Unit Price	Extension
1.00		DIRECTIONAL BORE FROM FIRESTATION TO CITY HALL		
1.00		USING 1-1/2 INCH POLY DUCT VIBRATORY PLOW FROM CITY GARAGE TO MAINTENANCE BUILDING		
1.00		1-1/2 POLY DUCT VIBRATORY PLOW FROM MAINTENANCE BUILDING TO SMALL MAINTENANCE BUILDING		
6.00		1-1/2 INCH POLY DUCT COMFIT DURALINE COUPLINGS		
1.00		LOCATE UTILITIES		
1.00		BORE CREW MOBILIZATION CHARGE		
600.00		1-1/2 HDPE DUCT		
3.00		MULTIMODE FIBER RUNS 550-375-275		
1,200.00		MULTIMODE 6 STRAND PRE TERMINATED ARMOUR FIBER		
6.00		RACK MOUNT AND FIBER ENCLOSURES		

Subtotal	Continued
Sales Tax	Continued
Freight	
Total	Continued

Quotation

MAXIMUM SIGHT & SOUND
 4017 UNIVERSITY AVE
 WATERLOO, IA 50701

Quote Number
 7900

Quote Date
 Oct 14, 2021

Page
 2

Quoted to:

CITY OF OELWEIN
 20 2nd Ave SW
 OELWEIN, IA 50662

Customer ID	Good Thru	Payment Terms	Sales Rep
OELWEIN CITY OF	11/13/21	Net 10 Days	

Quantity	Item	Description	Unit Price	Extension
1.00		ALL LABOR AND MATERIALS TO RUN FIBER TO 3 LOCATIONS AND TERMINATE AT WALL RACKS	22,254.00	22,254.00

Subtotal	22,254.00
Sales Tax	1,557.78
Freight	
Total	23,811.78

WEST UNION TRENCHING

800 Highway 150 South, West Union, IA 52175
563-422-5900 - www.bore4u.com

Estimate

Item 21.

Date	Estimate #
10/20/2021	21076

City of Oelwein
20 2nd Ave SW
Oelwein, IA 50662

Qty	Description	Rate	Total
	Project Location: City Hall / City Maintenance Shop Project details: Interconnect fiber build		
180	Rod existing 3" duct / pull 6 ct. fiber	1.00	180.00
250	6-fiber multimode	1.40	350.00
2	Clearfield XPAK 6 PORT SC/APC	115.00	230.00
2	Mounting panels for XPAC cassettes	188.00	376.00
4.5	Splicing for termination panels (hours)	100.00	450.00
630	Directional drill 1.25" duct (labor & material)	8.50	5,355.00
1	Hoffman 16x16x6 exterior wall mount pull box	68.00	68.00
1	Set 17x30x24 pull box	750.00	750.00
1	Building entrances (labor/material)	800.00	800.00
2	Clearfield XPAK 6 PORT SC/APC	115.00	230.00
1	Clearfield XPAK 12 PORT SC/APC	236.00	236.00
3	Mounting panels for XPAK cassettes	188.00	564.00
630	Pull 6 ct. fiber in duct	0.75	472.50
850	6-fiber multimode	1.40	1,190.00
8	Splicing for termination panels (hours)	100.00	800.00
Total			\$12,051.50



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 # 9370
Date: 11/01/2021
Due Upon Receipt

City of Oelwein nuisance/abatement work

nuisance/abatement work 657A's

Type	Date	Notes	Quantity	Rate	Total
Expense	10/05/2021	Reimbursable expenses: service fee on Wright by Ted Phillips	1.00	\$50.00	\$50.00
Service	10/05/2021	draft return on search warrants, email to Jay, coordinate with Jay	0.50	\$139.16	\$69.58
Service	10/05/2021	file return of service for wright citations	0.30	\$61.90	\$18.57
Service	10/07/2021	email to city re review hearing and review filing, calendar event	0.20	\$61.90	\$12.38
Service	10/11/2021	attention to Gary Wright Small claims action, email status update to council	0.55	\$139.16	\$76.54
Service	10/12/2021	research B Wegner public nuisance case law, emails from Jay on Gary Wright, review Gary Wright small claims,	2.00	\$139.16	\$278.32
Service	10/16/2021	Attention to pest inspection issue guidance on the same	0.50	\$139.16	\$69.58
Service	10/26/2021	email to sam re wright citations review filings, calendar events	0.30	\$61.90	\$18.57
Total					\$593.54

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
9370	11/01/2021	\$593.54	\$0.00	\$593.54
			Outstanding Balance	\$593.54
			Total Amount Outstanding	\$593.54

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 # 9371
Date: 11/01/2021
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Service	10/06/2021	email from sam on tax sales	0.10	\$60.86	\$6.09
Service	10/11/2021	Flat Rate: Drafting Quit Claim Deed Brandon Bush to City of Oelwein	1.00	\$100.00	\$100.00
Service	10/12/2021	attention to Hub city watch rmortgae removal, reject deed from MN (Sue Happel) as non compliant with Iowa	0.50	\$136.83	\$68.42
Service	10/14/2021	Mike Leo called to ask status on building complaint	0.25	\$136.83	\$34.21
Service	10/14/2021	Flat Rate: Drafting Gary Wright Small Claims action	1.00	\$300.00	\$300.00
Expense	10/14/2021	Reimbursable expenses: Small claims on Wright filing fee	1.00	\$95.00	\$95.00
Service	10/15/2021	Flat Rate: Drafting release of mortgage for HubCity Watch and Clock	1.00	\$50.00	\$50.00
Expense	10/18/2021	Reimbursable expenses: Recording fee for Sue Happel Deed	1.00	\$17.00	\$17.00
Expense	10/20/2021	Reimbursable expenses: Recording fee for Mortgage release for HubCity Watch	1.00	\$12.00	\$12.00
Service	10/22/2021	Flat Rate: Drafting Quit Claim to Todd & Mary Bender	1.00	\$100.00	\$100.00
Service	10/25/2021	attention to tax sale properties, attention to status updates on various cases,	1.00	\$136.83	\$136.83
Expense	10/25/2021	Reimbursable expenses: Fayette County Abstract lien searches on 7 tax sales.	1.00	\$1,400.00	\$1,400.00

Service	10/25/2021	meeting with city admin re G. Wright issues, city council meeting.	1.90	\$136.83	\$259.98
Service	10/26/2021	email re tax sales	0.10	\$60.86	\$6.09
Service	10/29/2021	attention to community development	0.25	\$136.83	\$34.21
				Total	\$2,619.83

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
9371	11/01/2021	\$2,619.83	\$0.00	\$2,619.83	
				Outstanding Balance	\$2,619.83
				Total Amount Outstanding	\$2,619.83

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: 11/4/2021

Consent Agenda

1. Consideration of a motion to approve the minutes of the October 25, 2021 Council Meeting
2. Consideration of a new Class 'C' Liquor and Sunday Sales License for Get R' Fried

Public Hearing

3. Public Hearing on proposed adoption of an Ordinance Granting to ITC Midwest LLC, a wholly owned subsidiary of ITC Holdings Corp., a 25-Year Non-Exclusive Electric Transmission Franchise
4. Public Hearing on Boundaries for Designated Wards of the City of Oelwein

Ordinances

5. Consideration of an Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Oelwein, Fayette County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, equipment and substations for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Oelwein, Fayette County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Oelwein, Fayette County, Iowa, for the period of twenty-five (25) years; and granting the right of eminent domain - First Reading
 1. This allows ITC to operate within the City of Oelwein. Creating this ordinance is essential to work with ITC. With a franchise, the city would have to sell pole locations and pay for any change of pole locations. The City Administrator recommends approving the first reading.
6. Consideration of an Ordinance Amending Oelwein Municipal Code Chapter 22 Vehicles and Traffic, Adding Article VII Automatic Traffic Enforcement Sections 22-180 through Section 22-189 - Third and Final Reading
 1. The Mayor and council members requested this item be brought forward. Speed Cameras and Red-Light Cameras have been discussed on and off for several years. This ordinance allows the city to implement each if they decide at a later meeting. Council would have to vote on locations, rules, and the vendor for the cameras. The City Administrator recommends



approving the final reading. The next step will be reviewing vendors and locations.

7. Consideration of an Ordinance Establishing Boundaries for Designated Wards of the City of Oelwein - First Reading
 1. The City is updating their job titles and moving the City Admin/Clerk title to a stand alone Clerk. The current Deputy Clerk does all of the Clerk duties and much more. This will help define positions in City Hall and bring Oelwein into a system used by many communities.

Resolutions

8. Consideration of a Resolution for the Hazard Mitigation Grant Program - Fire Department Generator
 1. The City has the opportunity to get a generator for the Fire Station. This will only require a local match of \$3,000. This would greatly improve the emergency readiness at the fire station. The City Administrator recommends approving the resolution.
9. Consideration of a Resolution Agreeing to apply for Financial Assistance with the United States Department of Agriculture, Rural Development to finance Oelwein Mobile Data and Incident Transparency Project
 1. This is for the grant that the police department needs to upgrade equipment. The City Administrator recommends approving the resolution.
10. Consideration of a Resolution agreeing to apply for Financial Assistance with the United States Department of Agriculture, Rural Development to finance Oelwein Disaster Response and Coordination
 1. This is for the grant that will provide new radios to the city to help with disaster response. The City Administrator recommends approving the resolution.
11. Consideration of a Resolution Directing the Sale of the City's Interest in 318 7th Street SW, Oelwein, Fayette County, Iowa
 1. The housing board has brought forth a recommendation to sell this home. The City is into the home in the amount of \$142,587.06. The offer is below the city's investment, but it a great offer considering the lack of other offers. The buyer will not get the tax abatement which would have been in the area of \$10,000. While the city has some work left on the property, this cost will not exceed \$8,000. The remaining work is to grade the site, rock the driveway, and construct porches. This is a win for Oelwein as a young family is moving to a better home and will continue to build onto the home. The City Administrator recommends approving the resolution.
12. Consideration of a Resolution ratifying Amended Development Agreement with Forsyth Management Company LLC



- 1. This is part of the TIF program with Forsyth Management Company LLC. The City Administrator recommends approving the resolution.
- 13. Consideration of a Resolution Certifying Tax Increment Finance Indebtedness in Various Districts in the City of Oelwein, Iowa
 - 1. The city must certify debt to create TIF. TIF can only be used to pay back debt. This must be completed in order to pay back TIF agreements. The City Administrator recommends approving the resolution.
- 14. Consideration of a Resolution obligating funds from Incremental Property Tax Revenues for appropriation to the funding of an economic development payment obligation which shall come due in the next succeeding fiscal year to ICE Manufacturing, Inc.
 - 1. This payment is to pay the economic development incentive to ICE Manufacturing. The City Administrator recommends approving the resolution.

Motions

- 15. Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development re: Demolition Assistance for 323 1st Avenue SE
- 16. Consideration of a motion approving signatures on Change Order No. 2 to Summers Enterprises in the amount of \$48,160 for Oelwein 2021 Water Main Improvements Project
 - 1. This work has been completed and is satisfactory. The City Administrator recommends approving the motion.
- 17. Consideration of a motion authorizing signatures on Task Order No. 2003-20A-1 Oelwein NE Sanitary Sewer Improvements Project with Fox Engineering
 - 1. Council heard about this project in an October work session. Funding will come from Cares Act, CDBG, and cash on hand. This will help residents who get flooded each year in their basement. The City Administrator recommends approving the motion.
- 18. Consideration of a motion to make roof repairs on City Hall and the Fire Station in the amount of \$7,165.00
 - 1. These repairs are continued maintenance on the roofs. The library roof is another large project. The City Administrator recommends approving the motion.
- 19. Consideration of a motion to approve Bergan KDV for work to complete the city phone and internet infrastructure upgrade in the amount of \$31,978.00
 - 1. This will allow the city to upgrade to voice over ip (VOIP) phones. The current phone system has reached its useful life. City Hall also needs new switches and routers. This project has been long delayed, and it is time to make these improvements. Funding is available from Franchise Fees. The City Administrator recommends approving the motion.
- 20. Consideration of a motion approving Maximum Sight and Sound for internet infrastructure and wiring of City Hall, Fire Station and Utilities in the amount of \$25,850.00
 - 1. This funding will provide the network for each building. City Hall and the Fire station will be upgraded through new switches and new ethernet



ports. Utilities will get connected to streets and parks and put them on one network. The City will see one less internet service out of this deal

21. Consideration of a motion to approve West Union Trenching for work on internet infrastructure and wiring of City Hall, Fire Station and Utility Buildings in the amount of \$12,051.50
 1. This will provide the trenching from Utilities to Streets to Parks. The copper cable connecting them has reached its useful life. This will also connect City hall to the first station. This ethernet will be ran through the conduit that connects both buildings. After this all buildings will be able to connect many more devices and have streamlined internet. The City Administrator recommends approving the motion.



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

Park and Recreation www.oelwein.fun

This month in the park department, the employees have been mowing and trimming as much as possible. The contractor finished pouring a few final pads along the trail segment and is putting street signs back in the northwest. The parks employees worked on installing some anchors at Wings for some new basketball hoops to be installed at some point. The parks employees were busy this week working on the disc golf course at City Park. The new disc golf course will be a dedicated 18-hole course mostly on the west side of City Park. Jay and I finished some storm damage at City Park with two trees that were uprooted on the lake edge. Another tree along the trail that was leaning along the west trail that started uproot from the storm a couple of weeks ago. Miller Construction finally got the bathroom partitions delivered and installed this week at Redgate Park. I had the cemetery employees' start with the landscaping around the shelter area now that the contractors have finished their work. The employees have been using the patch machine on some of the cemetery roads and will be working on Redgate as well. This week I hosted the monthly tree board meeting at the park shop as we went over our tree planting next Wednesday the 13th. The board also selected the tree species for the next grant proposal for Trees Forever that would be for next fall.

The tree planting was planned for Wednesday, but once again, the wind and rain persisted so we postponed to Thursday morning. This morning the tree board and parks department planted the 60 trees purchased with the \$5,000 grant from Trees Forever/Alliant Energy that the City received this spring. The tree board planted 8 different species of trees throughout the City street boulevards to encourage diversity in planting. These trees will be watered for the next two weeks by staff to ensure they take root and survive. Each tree was staked, tied off, mulched, watered and fitted with an animal guard. The trees were purchased through Cannons Nursery as they were the low bid this round, Daryl Cannon also donated 6 maple trees to the City to plant in the parks. At Redgate, Andrea Williams donated two trees to the park in memory of her father. The two Burr Oak trees were planted up front between the two drives were we lost trees from the tornado last March. Last Saturday, we had a full burial at Woodlawn Cemetery and have prepared another burial for this coming Saturday. I also complied the trail counts for the two segments for the past month and total count has breached the 9,000 mark for three months. On Tuesday evening I hosted the trails committee meeting at the park shop were we discussed a possible upcoming fundraiser for trails.

The park employees have been busy winterizing all the bathroom facilities and the campground. The campground concluded its season this past weekend as we shut it down in the middle of October every season. I sat in on the Upper Explorerland zoom meeting on Wednesday morning to discuss trails in the regional area. Irvine is wrapping up the electrical project at City Park so that I can send the final report in for this grant and the panels will be ready for the next Oelwein Celebration. The \$10,000 grant that helped pay for this project was through the Community Foundation of Northeast Iowa. I finished the follow-up report for the \$5,000 Trees Forever grant that the tree board utilized to plant 60 trees last week. I am also working on the City grant proposal to Trees Forever for the next round of plantings next fall. We are watering all the trees every day, which will continue for another week. When the rain quits we are downtown trimming back the landscaping and will be working on leave removal at City Park next week. I am also advertising for a replacement for the park assistant position.

This last week of the month in the park department, the employees have been working on the downtown streetscape finishing the pruning of the plants. The employees have also been working on the disc golf course at City Park setting frames for the pads. I have completed and submitted the Branching Out grant proposal for the City for next year's tree planting. The 60 trees that the City and Tree Board planted this season have been watered daily for the past two weeks as part of the recommended maintenance planting these trees. I sat in on a zoom meeting for an online billing program for the park and rec departments. We are actively advertising for a new park assistant. I have been working on

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

Park and Recreation www.oelwein.fun

budget, CIP items and information for the wage discussion tonight. At Woodlawn, we prepared a grave for a Friday burial for Buehner Funeral home. The cemetery employees have been helping with downtown, chopping leaves at Woodlawn and putting away garbage cans. The cemetery employees have brought up the grave heaters and propane tanks for winter burials and will be pushing in t-posts along roads for snow removal identification. Last week Jessica and I travelled to West Union to attend the regional park and rec meeting where we discussed aquatics and rec programming. Wednesday afternoon we attended the annual insurance meeting at City Hall to learn about changes to the cities insurance plans. Last week we received a trail donation from the Woodraska family to help with future trail development.

TRAIL WORK



ANCHORS



DISC GOLF



STORM CLEANUP





PARKS MONTHLY UPDATE, OCTOBER 2021
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BATHROOM PARTITIONS



DIRT WORK



PATCHING



Tree Board members – Jeff Milk, Ron Lenth, Bill Brownell, Rob McKeeman and Kyle Scheel

TREE PLANTING





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

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TREE PLANTING



ANDREA WILLIAMS, BRAD BUNCE & CONNIE HAMILTON





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

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DOWNTOWN



ELECTRICAL PANELS



UPPER EXPLORERLAND



WINTERIZATION



JOB POSTING

ONLINE PROGRAM



WEST UNION





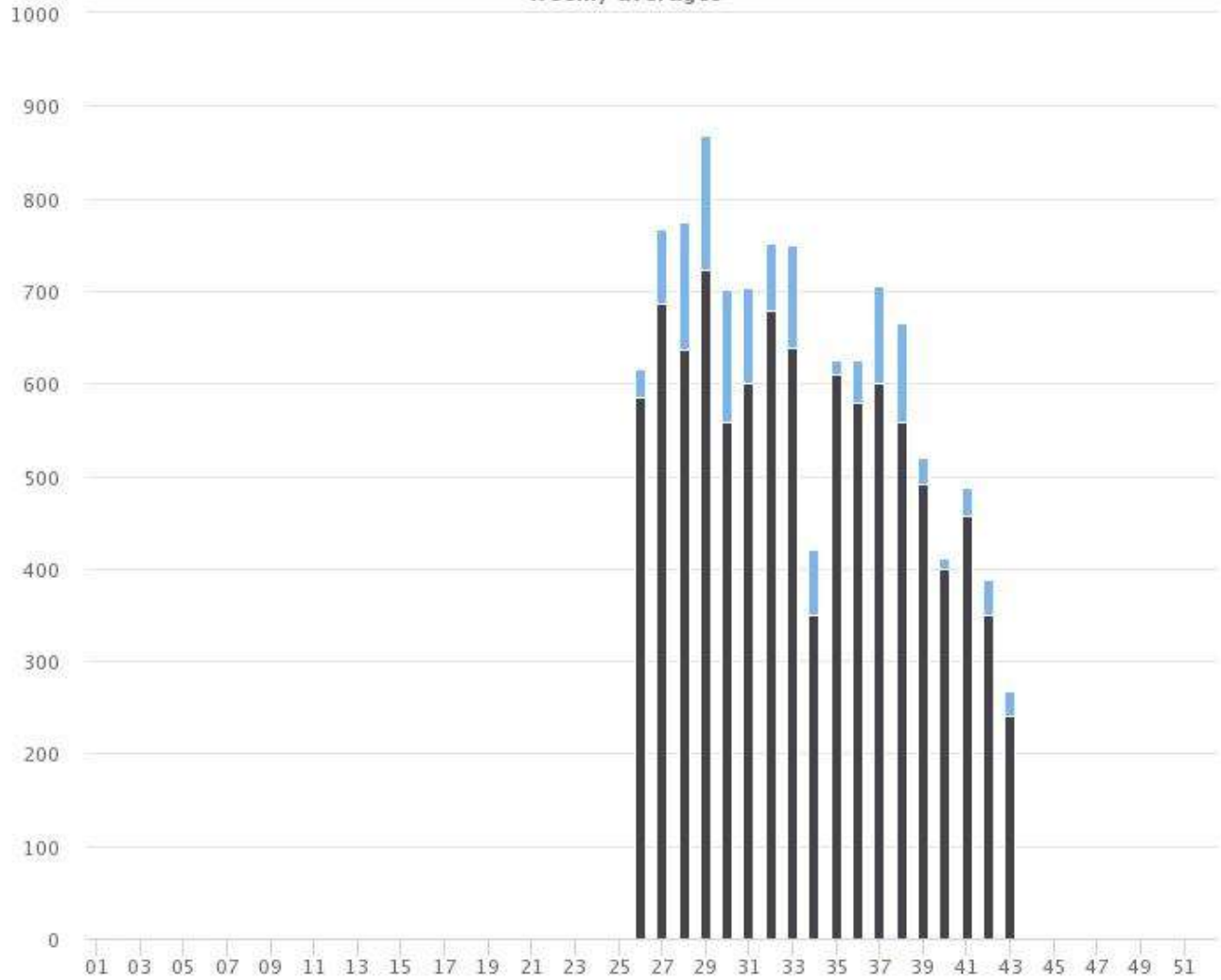
PARKS MONTHLY UPDATE, OCTOBER 2021
 PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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

Weeks of the year

2021-07-01 to 2021-11-02

Weekly averages



Site Name	Average	Median	STDV	Min	Max
Arlington Place Oelwein	72.7	73.0	44.8	11.0	147.0
Platt Park Oelwein	541.3	582.8	129.1	241.0	722.0

2021 TRAIL TOTALS

Year	Site	Jul	Aug	Sep	Oct	Nov.	Dec.	ADT
2021	Arlington Place Oelwein	512	388	294	115			10.59
2021	Platt Park Oelwein	<u>2845</u>	<u>2523</u>	<u>2,458</u>	<u>1,676</u>			77.12
		3,357	2,911	2,752	1,791			

TOTAL TRAIL USERS **10,811**



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

Park and Recreation

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Daily Activities

www.oelwein.fun

- | | |
|--|--------------------------------------|
| ❖ Sanitizing shop and equipment | ❖ Order supplies for all departments |
| ❖ Pick up garbage downtown | ❖ Safety meetings |
| ❖ Cleaning restrooms | ❖ Meet with contractors |
| ❖ Checking/maintaining parks, cemeteries | ❖ Retrieve & upload trail count data |
| ❖ Maintenance on equipment | |

Progress on Projects

www.oelwein.fun

- | | |
|---|-------------------------------|
| ❖ Website work ongoing | ❖ Trail Segment 1 work |
| ❖ Trail easements/grants | ❖ Continue pool winterization |
| ❖ Work on Park and Rec master plan | ❖ Storm cleanup ongoing |
| ❖ Bathroom/shelter project at Red Gate park ongoing | ❖ Work on disc golf course |

Next Month and Future Projects

www.oelwein.fun

- | | |
|---|---|
| ❖ Disc golf course install | ❖ Replace decking on old bridge |
| ❖ Diamond 3 in-field fencing | ❖ Grant work |
| ❖ Website work | ❖ Pool shelter install |
| ❖ Remove old well houses at City Park | ❖ Motor/Pump replacement at pool |
| ❖ Drinking fountain install Platt Park | ❖ Block signs at Woodlawn |
| ❖ Diamond 1 building work | ❖ Install basketball anchors/ hoops at Wings Park |
| ❖ Arching sign for entrance at Woodlawn | |
| ❖ Electrical project at City Park | |

JOSHUA JOHNSON MA
OELWEIN PARK SUPERINTENDENT



PUBLIC ACCESS INTERNET POLICY

Revised 8/14/03, 12/28/06, 8/10/09, 9/10/09, 2/14/13, 3/21/2013, 1/7/14, 7/13/16, 11/14/17, 12/12/17
Reviewed 11/9/21

Purpose

The Internet allows the Oelwein Public Library to provide the community with access to global information, ideas, and discussion within the guidelines of the library's mission statement and materials selection policy.

Responsibilities of the Library

The library:

- provides high-speed Internet access but can make no guarantees of uninterrupted service.
- cannot guarantee the accuracy or authenticity of information accessed through the Internet.
- assumes no responsibility for a patron's activities on the internet.
- accepts no responsibility for damage to a patron's computer or other devices or for the loss of any data that may occur from using the library's computers.
- affirms the right of every individual to have access to constitutionally protected material. At the same time, the library is a public space shared by patrons of all ages, backgrounds, and sensibilities. The library reserves the right to ask patrons to discontinue the display of information and images which cause a disruption.
- cannot guarantee confidentiality over the Internet. Patrons entering personal information (credit card numbers, social security numbers, etc.) do so at their own risk.

Responsibility of Patrons

- As with other library materials, the library affirms the parents' or guardians' right and responsibility to guide, determine, and monitor their children's use of the Internet.
- Patrons are urged to respect the sensibilities of others when accessing information that may reasonably be offensive to someone else.
- Absolute privacy in using the Internet in the library cannot be guaranteed.
- The "Conduct in the Library" policy applies to the behavior of patrons using the Internet.

Computer use

- Computers are checked out using the patron's library card or current photo identification. A person must have library fees less than \$2.00 or pay \$2.00 towards their outstanding balance each time a computer is checked-out.
- Only two persons may use one Internet terminal at one time. Both persons must have library fees less than \$2.00 or pay \$2.00 towards their outstanding balance each time a computer is checked-out.
- Non-residents may use the computers after presenting a valid form of identification without applying for a library card. Juveniles who do not have a valid form of identification or proof of an established residence will need to have a parent or guardian show valid identification.
- Computers may be used, initially, for 1 hour. The patron can continue using the computer unless another patron is waiting to use the computer.

- A printer is available for patron use at a fee
 - Black - \$.20 per page per side.
 - Color - \$.75 per page per side.
- Misuse of the computer will result in the loss of computer privileges.
 - First offense: 1 month
 - Second offense: 6 months
 - Third offense: 1 year
 - Subsequent offenses: 1 year

Confidentiality

It is the library's practice not to maintain a history of our patrons' computer use. The library will not retrieve any information, including web sites visited, passwords or credit card numbers, or any other information a patron has entered.

Wireless Access

- The library provides free, unsecured, wireless Internet access for public use.
- Security for personal wireless devices rests solely with the owner of the wireless device.
- Personal use of the library's public wireless access will conform to policies regulating other types of public Internet access provided by the library.
- Abusive or illegal activity is prohibited while using the library's internet service. Copyright law (Title 17, U.S. Code) prohibits the unauthorized reproduction or distribution of copyrighted materials, except as permitted by the principles of "fair use." Users may not copy or distribute electronic materials (including electronic mail, text, images, programs or data) without the explicit permission of the copyright holder. Any responsibility for any consequences of copyright infringement lies with the user; the Oelwein Public Library expressly disclaims any liability or responsibility resulting from such use.

Staff Assistance

Patrons are expected to have a basic knowledge of computer use and the Internet. Staff cannot provide in-depth training for patrons, but will answer basic questions about Internet use or help locate resources.

The Oelwein Public Library Board of Trustees will meet on Tuesday, November 9, 2021 at 5:30 p.m. at the Oelwein Public Library.

AGENDA

Roll Call

Agenda Approved

Minutes Approved

Correspondence and communications –

Trustee Training – Library Access – Inter-library Loan

Director’s Report – Charging Bench, EV Charging Station, Painting Beams, Budget, Lego Club, Genealogy, Cook Book Club

Friend’s Report – Book Sale Update

Bills Approved –

Unfinished Business

New Business

Policy Review – Public Access Internet

Adjournment

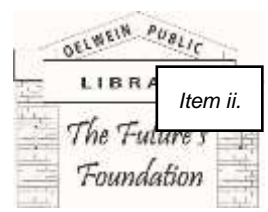
October

Circulation:	Computer Use:	Reference Questions:	
21 October: 3,297	21 October: 210	Wireless: 557	21 October: 603
<i>20 October: 2,893</i>	<i>20 October: 166</i>	<i>Wireless: 534</i>	<i>20 October: 534</i>
Attendance:	New Patrons:	Program Attendance:	Website Visits:
21 October: 2,156 Sunday()	21 October: 23	21 October: 164	21 October: 507
<i>20 October: 1,368 Sunday()</i>	<i>20 October: 20</i>	<i>20 October: 43</i>	

Acquisitions:	BRIDGES Downloads: 339	HOOPLA Downloads: 128
Books 130	eBooks: 167	eBooks: 52
Movies 12	Audio: 142	Audio: 59
Audio 6	eMagazines: 30	Movies: 11
	Video 0	Comics: 0
		Music: 1
		TV: 5

53. (Tier 2) The library provides interlibrary loan services to customers of all ages. The library submits its holdings information to shared databases (such as OCLC or SILO) and participates as a lender and a borrower.

Library Report to the City Council – November 2021



Photograph Restoration Program

Tuesday, November 16th at 2 p.m.



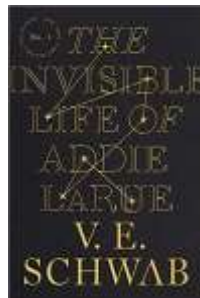
JoAnn Blumenshine from JRS Photographic, Scanning and Restoration Service will be here to explain the process of scanning and restoring your precious heirlooms. They specialize in all types of photographs, slides, negatives, documents and more. They have the ability to convert old VHS tapes and 8mm/16mm movie films to digital files. Join the Oelwein Genealogy Society for this informative program.

Sponsored by the Oelwein Genealogy Society.

Book Club!

Book Club will be reading *The Invisible Life of Addie Larue* by V. E. Schwab.

If you would like to join the discussion, contact the library. Books are available for checkout or download on Bridges or Hoopla. Discussion will be Tuesday, November 30th at 2:00 pm.



Take & Make Craft Kits

November's Take & Make kit will be a Paper Feathered Turkey. Decorate your holiday celebration!



Cookbook Book Club



What is Cookbook Book Club? It's a new quarterly book club gathering of cookbook enthusiasts. Exchange opinions, share experiences from cooking the recipes and sample dishes each member contributes to the meeting's taste test. Usually one cookbook or theme is the focus, and it is discussed at each meeting. **Starting November 1st**, you can select a book from the circulation display. Spend some time looking through the book and sample a few recipes. Make a recipe from the book to bring to the meeting. Join a lively discussion and taste testing. **The first meeting for this new book club will be December 6th at 6:00 p.m. with the theme of Cookie Exchange.**

It's Back!

Lego Club went through some changes.



It's Now called Lego Challenge Club. Our first get-together will be Wednesday, November 10 at 3:00pm. What can you create with your bricks? Accept the challenge and find out!