



Agenda

City Council Meeting
Community Plaza, 25 West Charles, Oelwein
6:00 PM

February 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 January 25, 2021 Council Meeting

Public Hearing

2. Public Hearing on 2021 Urban Renewal Plan Amendment for Central Urban Renewal Area
3. Public Hearing on Proposed Vacation and Disposal by Sale of the Alley Running North and South Adjacent to Lots 1, 2, 3 and Lots 11, 12, 13, Block 3, Original Oelwein, Fayette County, Iowa
4. Public Hearing on Proposed Disposal by Sale of the City's Interest in 25 3rd Street NW, Oelwein, Fayette County, Iowa

Ordinances

5. Consideration of a motion to suspend the rules and adopt an Ordinance on the first and final reading
- [6.](#) Consideration of an Ordinance Providing for the Vacation of the Alley Running North and South Adjacent to Lots 1, 2, 3, and Lots 11, 12, 13, Block 3, Original Oelwein, Fayette County, Iowa - First and Final Reading

Resolutions

- [7.](#) Consideration of a Resolution directing the sale of the city's interest in the vacated alley running north and south adjacent to Lots 1, 2, 3 and Lots 11, 12, 13, Block 3, Original Oelwein, Fayette County, Iowa
- [8.](#) Consideration of a Resolution to Approve the Fiscal Year 2022 Maximum Property Tax Dollars
- [9.](#) Consideration of a Resolution approving 2021 Housing Tax Abatement Applications
- [10.](#) Consideration of a Resolution approving a request for Street Closures from Oelwein Odd Rods
- [11.](#) Consideration of a Resolution to set Public Hearing on Proposed Disposal by sale of the City's Interest in 322 North Frederick, 208 8th Avenue SW, 702 3rd Avenue SW, 132 2nd Avenue NW and 524 2nd Avenue NW, Oelwein, Fayette County, Iowa
- [12.](#) Consideration of a Resolution to provide for a notice of hearing on proposed plans, specifications, form or contract and estimate of cost for the Oelwein 2021 Water Main Improvements, and the taking of bids therefor
- [13.](#) Consideration of a Resolution directing the sale of the City's Interest in 308 6th Avenue SE, Oelwein, Fayette County, Iowa
- [14.](#) Consideration of a Resolution approving 2021 Urban Plan Amendment for Central Urban Renewal Area

Motions

- [15.](#) Consideration of a motion authorizing signatures on Amendment to Owner-Engineer Agreement with Fox Engineers in an additional amount of \$9,000.00 for East Penn Utility Improvements

[16.](#) Consideration of a motion to accept property located in the 800 block of 1st Avenue NW from Roger Schulz Trust

[17.](#) Consideration of a motion authorizing signatures on Bridge Inspection Agreement with IIW P.C. in the amount of \$5,000.00

Council Updates

Mayor's Report

City Attorney's Report

[A.](#) City Attorney Report

City Administrator's Report

[A.](#) City Administration Report

Adjournment

[ii.](#) Additional Information

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



Minutes

City Council Meeting
Oelwein Community Plaza, 25 West Charles,
Oelwein

January 25, 2021 - 6:00 PM

Pledge of Allegiance

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

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

Additions or Deletions

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

Motion Carried

Citizen Comments

Ron Winter, 914 4th Avenue NE asked the city to suspend rental inspections. He also wanted City Hall open.

Lee Buhr, 400 9th Avenue SW encouraged the city to suspend rental inspections.

Shirley Derr, Maynard, Iowa wanted to see the city partner with Sumner for cost savings.

Consent Agenda

1. Consideration of a motion to approve the minutes of the January 11, 2021 Council meeting
2. Claims Resolution in the amount of \$709,855.02
3. Consideration of a motion to approve a new Class 'C' Native Wine and Sunday Sales Permit for Farmers Daughters Quilts

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

Motion Carried

Resolutions

4. Consideration of a Resolution approving 2021 Housing Tax Abatement Applications

A motion was made by Weber, seconded by Fisk to adopt Resolution No. 5237-2021.

Ayes: Stewart, Payne, Fisk, Cantrell, Weber

Nays: None

Motion Carried

5. Consideration of a Resolution to set Public Hearing on Proposed Vacation and Disposal by Sale of the Alley Running North and South Adjacent to Lots 1, 2, 3 and Lots 11, 12, 13, Block 3, Original Oelwein, Fayette County, Iowa

A motion was made by Weber, seconded by Cantrell to adopt Resolution No. 5238-2021.

Ayes: Stewart, Payne, Fisk, Cantrell, Weber

Nays: None

Motion Carried

6. Consideration of a Resolution to set Public Hearing on Proposed Disposal by Sale of the City's Interest in 25 3rd Street NW, Oelwein, Fayette County, Iowa

A motion was made by Fisk, seconded by Cantrell to adopt Resolution No. 5239-2021.

Ayes: Stewart, Payne, Fisk, Cantrell, Weber

Nays: None

Motion Carried

7. Consideration of a Resolution Directing the Sale of the City's Interest in 17 2nd Avenue SE, Oelwein, Fayette County, Iowa

A motion was made by Fisk, seconded by Cantrell to adopt Resolution No. 5240-2021.

Ayes: Stewart, Payne, Fisk, Cantrell, Weber

Nays: None

Motion Carried

Seeders arrived at 6:27 P.M.

8. Consideration of a Resolution Directing the Sale of the City's Interest in 620 3rd Avenue SW, Oelwein, Fayette County, Iowa

A motion was made by Weber, seconded by Cantrell to adopt Resolution No. 5241-2020.

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

Nays: None

Motion Carried

9. Consideration of a Resolution Directing the Sale of the City's Interest in 6 5th Avenue SE, Oelwein, Fayette County, Iowa

A motion was made by Weber, seconded by Cantrell to adopt Resolution No. 5242-2021.

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

Nays: None

Motion Carried

10. Consideration of a Resolution Directing the Sale of the City's Interest in 416 East Charles, Oelwein, Fayette County, Iowa

A motion was made by Stewart, seconded by Cantrell to adopt Resolution No. 5243-2021.

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

Nays: None

Motion Carried

11. Consideration of a motion purchasing Civic System modules in the amount of \$35,700.00

A motion was made by Seeders, seconded by Cantrell to approve the purchase. All voted aye.

Motion Carried

12. Consideration of a motion to approve Pay Request No. 3 to Lodge Construction, Inc, in the amount of \$293,067.49 for work completed on Wings East Pavement Improvement Project

A motion was made by Weber, seconded by Fisk to approve payment for work completed. All voted aye.

Motion Carried

13. Consideration of a motion approving payment to Lansing Brothers Construction Co. Inc. in the amount of \$28,350.00 for work completed on 2020 House Demolition Project - Additional 3 Houses

A motion was made by Weber, seconded by Cantrell to approve payment. All voted aye.

Motion Carried

14. Consideration of a motion approving changes to Segment One Trail Improvements

A motion was made by Cantrell, seconded by Fisk to approve changes. All voted aye.

Motion Carried

15. Consideration of a motion setting a Public Hearing on the Proposed Property Tax Levy for February 8, 2021 at 6:00 P.M. at the Oelwein Community Plaza

A motion was made by Weber, seconded by Seeders to set the Public Hearing. All voted aye.

Motion Carried

Committee Reports

16. Report from Payne on January Library Board meeting

Payne reported on the January meeting. The full minutes can be found at <https://www.oelwein.lib.ia.us/about/library-board-minutes-2021>.

17. Report from Cantrell on January Park and Recreation Commission meeting

Cantrell reported on the January meeting. The full minutes can be found at <http://www.cityofuelwein.org/government/agendas-and-minutes.html>.

Mayor's Report

Mayor DeVore encouraged council members to work on their viewpoints of investors. He wanted council to be encouraging to staff and the community. The Mayor knows that a lot will get done in 2021.

City Attorney's Report

Dillon is working on acquiring property for the city.

City Administrator's Report

Mulfinger explained the February 1 work session.

Adjournment

A motion was made by Cantrell, seconded by Weber to adjourn at 6:50 P.M. All voted aye.

Motion Carried

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held January 25, 2021 and copy of said proceedings was furnished to the Register January 27, 2021.

Dylan Mulfinger, City Administrator

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VACATION OF THE ALLEY RUNNING NORTH AND SOUTH ADJACENT TO LOTS 1, 2, 3 AND LOTS 11, 12, 13, BLOCK 3, ORIGINAL OELWEIN, FAYETTE COUNTY, IOWA

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

Section 1. Purpose: The purposes of this Ordinance is to vacate THE ALLEY RUNNING NORTH AND SOUTH ADJACENT TO LOTS 1, 2, 3 AND LOTS 11, 12, 13, BLOCK 3, ORIGINAL OELWEIN, FAYETTE COUNTY, IOWA, and thereby relieve the City of Oelwein of the responsibility for its maintenance and supervision.

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

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

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

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

Section 3. Vacation: The, ALLEY RUNNING NORTH AND SOUTH ADJACENT TO LOTS 1, 2, 3 AND LOTS 11, 12,13, BLOCK 3, ORIGINAL OELWEIN, FAYETTE COUNTY, IOWA subject to a retained easement for public utilities.

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

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

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

First reading – FEBRUARY 8, 2021

Second Reading – WAIVED

Third Reading – WAIVED

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 8th day of February, 2021.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

Dylan Mulfinger, City Administrator

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

AYES NAYS ABSENT ABSTAIN

Payne
Weber
Cantrell
Fisk
Stewart
Seeders

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

Payne
Weber
Cantrell
Fisk
Stewart
Seeders

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

Payne
Weber
Cantrell
Fisk
Stewart
Seeders

RESOLUTION NO. _____

RESOLUTION DIRECTING THE SALE OF THE CITY’S INTEREST IN THE VACATED ALLEY
RUNNING NORTH AND SOUTH ADJACENT TO LOTS 1, 2, 3 AND LOTS 11, 12, 13, BLOCK 3,
ORIGINAL OELWEIN, FAYETTE COUNTY, IOWA

WHEREAS, the City is desirous of selling the above described real estate;

WHEREAS, the City Council has set forth its proposal to sell its interest in the vacated alley
running North and South in Block 3 between Lots 1, 2, 3 and Lots 11, 12, 13, Original Oelwein, Fayette
County, Iowa, by Resolution and has published notice as provided in the resolution and 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 said vacated alley to the adjacent property owners 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:

THE ALLEY RUNNING NORTH AND SOUTH ADJACENT TO LOTS 1, 2, 3 AND LOTS 11, 12, 13,
BLOCK 3, ORIGINAL OELWEIN, FAYETTE COUNTY, IOWA subject to a retained easement for
underground storm sewer, water and gas service lines, easements in said alley and across the
present streets connecting said alley for overhead or underground electricity or service facilities
with poles and other appurtenances necessary thereto and for reasonable access to said
services and installations,

To: _____, for the sum of \$1.00 and in exchange for the South ½ of Lot 14, Block 3,
Original Oelwein, Fayette County, Iowa, with said property owner(s) 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. Costs shall include the cost by the city to publish notice and record the
appropriate resolutions and notice in the Fayette county recorder's office, deed drafting and fees
associated with closing of the real estate transaction. No abstract will be provided nor will tax proration
be made.

Section 4. 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
_____, 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
Payne
Seeders
Fisk

NOTICE OF PUBLIC HEARING - CITY OF OELWEIN - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2021 - June 30, 2022

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/8/2021 **Meeting Time:** 06:00 PM **Meeting Location:** Oelwein Community Plaza 25 West Charles Oelwein, IA

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
 cityofoelwein.org

City Telephone Number
 (319) 283-5440

	Current Year Certified Property Tax 2020 - 2021	Budget Year Effective Property Tax 2021 - 2022	Budget Year Proposed Maximum Property Tax 2021 - 2022	Annual % CHG
Regular Taxable Valuation	160,811,504	162,688,441	162,688,441	
Tax Levies:				
Regular General	1,302,573	1,302,573	1,317,776	
Contract for Use of Bridge	0	0		
Opr & Maint Publicly Owned Transit	0	0		
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	0	0		
Opr & Maint of City-Owned Civic Center	0	0		
Planning a Sanitary Disposal Project	0	0		
Liability, Property & Self-Insurance Costs	130,000	130,000	142,000	
Support of Local Emer. Mgmt. Commission	21,042	21,042	14,618	
Emergency	43,419	43,419	43,926	
Police & Fire Retirement	170,000	170,000	185,000	
FICA & IPERS	197,000	197,000	194,000	
Other Employee Benefits	470,000	470,000	560,300	
Total Tax Levy	2,334,034	2,334,034	2,457,620	5.29
Tax Rate	14.51410	14.34665	15.10630	

Explanation of significant increases in the budget:

The City of Oelwein is continually working toward a levy that provides a standard of service expected from community members. Minor changes this year put the increase below last year and open up future funding for bonded projects. This levy can be changed by council during their final vote for the budget.

If applicable, the above notice also available online at:

www.cityofoelwein.org/ <https://www.facebook.com/oelweiniowa>

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

Resolution No. _____

Resolution to Approve the Fiscal Year 2022 Maximum Property Tax Dollars.

WHEREAS, the City Council of the City of Oelwein have considered the proposed FY2022 city maximum property tax dollars for the affected levy total, and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on city web site and/or primary social media accounts,

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held on February 8, 2021 at 6:00 PM

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Oelwein that the maximum property tax dollars for the affected tax levies for FY2022 shall not exceed the following total:

Total maximum levy for affected property tax levies - \$2,424,420.

The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY2022 does represent an increase of greater than 102% from the Maximum Property Tax dollars requested for FY 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	_____	_____	_____	_____
Payne	_____	_____	_____	_____
Seeders	_____	_____	_____	_____
Fisk	_____	_____	_____	_____

Resolution No. _____

Resolution approving 2021 Housing Tax Abatement Applications

WHEREAS, City Council must approve the housing tax abatement applications in order for city staff to send them onto the county; and

WHEREAS, the city's tax abatement program runs for five years, and any property that applies in the program is in for five years; and

WHEREAS, the city's tax abatement plan abates taxes and refunds the city portion of the taxes; and

WHEREAS, a property must increase in its assessed value in order to be eligible for the abatement; and

WHEREAS, the City Council created the tax abatement program to provide a catalyst for new and improved housing in Oelwein;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Oelwein, Iowa, does hereby approve the 2021 Housing Tax Abatement Applications.

Passed and approved this _____ day of February, 2021.

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

City Administrator

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

M Weber
Stewart
Cantrell
Payne
Fisk
Seeders



Application for Tax Abatement

Under The Urban Revitalization Plan For The City Of Oelwein, Iowa Residential Revitalization Area

All real estate assessed as residential property; assessed as commercial property, if the commercial property consists of three or more separate living quarters with at least 75% of the space used for residential purposes; or assessed as multi-residential property, is eligible to receive a partial exemption from taxation on the actual value added by new construction or improvements. The exemption is for a period of five years and is applicable to the first \$75,000 of value added.

Assessed value added must exceed \$10,000 for all remodels in order to be eligible for a tax abatement.

New construction applicants are also eligible for 90 percent reimbursement of city property taxes. Value added must exceed \$75,000 for the city reimbursement portion. Applicants will pay their city taxes then be reimbursed by bringing in a receipt to City Hall.

Applications must be turned in to City Hall in the month of January. All properties started after January 1, 2017 may apply for the tax abatement. Applicants are encouraged to apply for the abatement the January after they start construction. Applications are only accepted in the month of January each year.

The Oelwein Residential Tax Abatement runs from January of 2018 to January of 2022. The tax abatement lasts for 5 years per application. The tax abatement will stay with the property regardless of the owner.

Estimates for Abatement/ Reimbursement*				
Type	Assessed Value Added	Tax Abatement	City Reimbursement	Total Five Year Savings
Remodel	\$10,000	\$1,100	\$0	\$1,100
Remodel	\$25,000	\$2,750	\$0	\$2,750
Remodel	\$75,000	\$8,272	\$0	\$8,272
New Construction	\$250,000	\$8,272	\$7,940	\$16,212
New Construction	\$350,000	\$8,272	\$12,477	\$20,749
New Construction	\$450,000	\$8,272	\$17,014	\$25,286

*Estimates based on 2016 County/City Tax Rates, Actuals Will Vary

Name of Applicant: Jacob & Jessica Irvine

Address of Property: 307 7th Ave SE



Legal Description of Property: Lots 8 9 & N 1/2 lot 10 BLK 17 Grandview Add 4 Corn NE
 Address of Applicant (if different from above): Car Lot 4 BLK 17, Grandview Add The S4'S 75' W S4' N 75' To Beg
 Phone Number (to be reached during day): 563-920-0297

Email contact: jakeirvine35@hotmail.com

Type of Property: Single-family Residential Commercial or multi-residential

Type of Project: New Construction Improvements

Specify details of construction or improvements: New Siding, Windows, Roof, doors, cement, Flooring, Kitchen, Bathrooms, Furnace & air, Water Heater

Estimated or Actual Date of Completion: 1-25-21

Date 1-25-21 [Signature]
 Signature of Applicant

CITY COUNCIL ACTION:	
Application: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
(Reason if disapproved) _____	
City Clerk _____	Date _____
ASSESSOR ACTION:	
Application: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
Present Assessed Value \$ _____	Assessed Value w/Improvements \$ _____
Assessor _____	Date _____

TO: CITY OF OZZWEIN

THE OZZWEIN ODD RODS CAR CLUB IS REQUESTING THE USE OF NORTH SIDE OF CITY PARK FOR A CAR SHOW ON SATURDAY JULY 3, 2021. WITH BEGINNING AT 6:30 A.M. AND ENDING AT 5:00 P.M. WE WILL ALSO NEED BARRICADES, REST ROOMS OPEN AND TREES TRIMMED BACK OF LOW BRANCHES.

WE ARE ALSO REQUESTING TO HAVE OUR FRIDAY NITE PARKIN EVENTS TO RESUME ON THE 3RD FRIDAY NITE OF EACH MONTH - MAY THROUGH SEP. WE ARE REQUESTING BEGINNING AT 5:30 P.M. AND ENDING AT 10:00 P.M. IF THERE IS RAIN WE REQUEST ALSO TO MOVE TO THE 4TH FRIDAY OF THE MONTH FOR A RAIN DATE. WE WILL USE THE FIRST BLOCK OF NORTH AND SOUTH FREDERICK WHILE KEEPING THE INTERSECTION WITH CHARLES STREET OPEN. DATES ARE:

MAY 21, JUN 18, JULY 16, AUG, 20, SEPT 17
PLEASE PROVIDE BARRICADES FOR THESE DATES ALSO.

FAG/ GANSKE
PRES. OZZWEIN ODD RODS

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PUBLIC WAYS OR GROUNDS FOR OELWEIN ODD RODS

WHEREAS, Iowa Code Section 364. 12 (2) states that " a city shall keep all public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares, and commons open, in repair, and free from nuisance, with the following exceptions "; and

WHEREAS, Iowa Code Section 364. 12 (2) (a) states that "Public ways and grounds may be temporarily closed by resolution "; and

WHEREAS, Oelwein Odd Rods have requested temporarily closure of streets and parks for the following events, locations and times:

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa that

Event	Location of Street Closures	Date & Time
Friday Nite Parking Events	10 Block of North and South Frederick	May 21, 2021 5:30 P.M. – 10:00 P.M. June 18, 2021 5:30 P.M. – 10:00 P.M. July 16, 2021 5:30 P.M. – 10:00 P.M. August 20, 2021 5:30 P.M. – 10:00 P.M. September 17, 2021 5:30 P.M.-10:00 P.M.
Car Show	North Side Oelwein City Park	July 3, 2021 6:30 A.M. – 5:00 P.M.
Rain Date	10 Block of North and South Frederick	The following Friday of each event will be reserved as a Rain Date

Oelwein Odd Rod organizers are authorized to temporarily close the aforementioned requested streets and park.

Passed and approved this _____ day of February, 2021

Brett DeVore, Mayor

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

Attest:

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

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

City Administrator

RESOLUTION NO. _____

RESOLUTION TO SET PUBLIC HEARING ON PROPOSED DISPOSAL BY SALE OF THE CITY’S INTEREST IN 322 NORTH FREDERICK, 208 8TH AVENUE SW, 702 3RD AVENUE SW, 132 2ND AVENUE NW AND 524 2ND AVENUE NW, OELWEIN, FAYETTE COUNTY, IOWA

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

Section 1. The Council of the City of Oelwein, Iowa, hereby proposes to sell the following properties:

322 North Frederick, legally described as the North 55 Feet of Lot 9, and the East 7 Feet of the North 55 feet of Lot 10, Block 7, Martins Third Addition

208 8th Avenue SW legally described as Lots 19 and 20, Block 15, Armstrong’s Addition

702 3rd Avenue SW legally described as Lot 60, Block 5, Stickneys Addition to Oelwein

132 2nd Avenue NW legally described as Lot 16, Block 2, McDonalds Addition to Oelwein

524 2nd Avenue NW legally described as Lot 9, Block 12, Martins Third Addition to Oelwein

all in Oelwein, Fayette County, Iowa.

Section 2. The clerk is hereby directed to publish notice that a public hearing will be held at 6:00 P.M. on February 22, 2021, at the Oelwein Community Plaza, in Oelwein, Iowa, at which time the Council will hear objections to the sale from any interested party.

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 February, 2021.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

M Weber
Stewart
Cantrell
Payne
Fisk
Seeders

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

City Administrator

RESOLUTION NO. _____

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Oelwein 2021 Water Main Improvements, and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Oelwein, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by FOX Engineering Associates, Inc. (the "Project Engineers"), which may be hereafter referred to as either the "Oelwein 2021 Water Main Improvements" or the "Project," which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The Project is hereby determined to be necessary and desirable for the City, and it is hereby found to be in the best interests of the City to proceed with the construction of the Project.

Section 3. March 8, 2021, at 6:00 o'clock p.m., at the Oelwein Community Plaza, Oelwein, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

Section 4. The City Clerk is hereby authorized and directed to publish notice (the "Notice of Hearing") of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the hearing. The Notice of Hearing shall be in substantially the following form:

(Form of Notice of Hearing)

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR
OELWEIN 2021 WATER MAIN IMPROVEMENTS

Notice Is Hereby Given: That at 6:00 o'clock p.m., on March 8, 2021, at the Oelwein Community Plaza, 25 West Charles Street, Oelwein, Iowa, the City Council of the City of Oelwein, Iowa will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Oelwein 2021 Water Main Improvements (the "Project").

The project includes 5,200-ft of 8-inch water main installation under existing sealcoat streets in residential neighborhoods. Work includes trenchless construction to reconnect 84 1-inch water services to residential properties, 5,400 S.Y. of 5-inch HMA patch over the water main trench, PCC curb/gutter replacement, 8-inch trenchless water main, traffic control, storm sewer replacement, sanitary sewer replacement, and seeding. A copy of the proposed Contract Documents is on file for public inspection in the office of the City Clerk.

At the hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

Dylan Mulfinger
City Administrator

RESOLUTION NO. _____

RESOLUTION DIRECTING THE SALE OF THE CITY'S INTEREST IN 308 6TH AVENUE SE, 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:

308 6TH AVENUE SE LEGALLY DESCRIBED AS LOT 14, BLOCK 10, GRANDVIEW ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA

To: Darrin M. Nelson

For the sum of \$20,000.00 and other valuable consideration.

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 February, 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

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



PURCHASE AGREEMENT

Date 09/14/2020

TO: City of Oelwein (Seller)

FROM: Darrin M. Nelson (Buyer)

As joint tenants with full rights of survivorship unless otherwise specified.

Buyer offers to buy: 308 6th Ave S.E., Oelwein, IA 50662

Legally described as: per abstract

SUBJECT TO RESTRICTIVE COVENANTS, ORDINANCES, AND LIMITED ACCESS PROVISIONS OF RECORD IF ANY, AND TO EXISTING EASEMENTS, IF ANY. The property intended to be covered by the terms hereof shall include all buildings, storage sheds, land, rights, easements, and access necessary or appurtenant thereto and owned by Seller. Included, if now in or on said premises and owned by the Seller, are all fixtures including but not limited to: attached carpeting; window shades; blinds; curtain rods and hardware; lighting fixtures and bulbs; ceiling fans; built-in appliances and accessories; antenna, television mounting brackets; awnings; door chimes; fireplace grates, andirons; mailbox, installed sump pumps; garage door openers and controls; and bushes, shrubs and other vegetation. Also included, if not rentals, are satellite dish, water softener and filtration systems, installed alarm devices, propane tanks and all other fixtures not hereinafter reserved by Seller in writing.

RESERVED ITEMS: _____

FOR THE SUM OF \$ \$20,000.00

Earnest money of \$ \$100.00 to be held in trust by Cornerstone Real Estate Trust and the balance in cash to be paid at closing upon performance of Seller's obligations hereunder. Any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation (a charitable non-profit entity), the State of Iowa (if required by law), or as directed and mutually agreed in writing by both Buyer and Seller.

Return of Earnest Money. Earnest money submitted as part of the purchase price of the above described property shall be returned to the Buyer in case this agreement is not accepted. Any other release of earnest money shall require informed written consent of all parties to this agreement.

Closing to take place on or before Friday, the 16th day of October, 2020

Possession to be given to Buyer at closing or by AM PM AT CLOSING

the _____ day of _____, _____. Buyer agrees to take possession subject to rights of non-owner occupants now in possession. YES NO. Any rents shall be prorated to date of closing. Seller agrees to deliver to Buyer all existing keys and garage door controls no later than possession.

Buyer(s) *DMA*
(Initials)

Seller(s) _____
(Initials)

Property Address 308 6th Ave S.E., Oelwein, IA 50662

Item 13.

CHECK THE APPROPRIATE BOX

1. **CASH** to be paid at closing. Buyer may have access to property purchased for appraisal; however, this agreement is not contingent upon Buyer obtaining funds. Settlement fee, if any, shall be paid by the Buyer.

2. **FINANCING**. This agreement is subject to Buyer **OBTAINING** **ASSUMING** a commitment for a **CONVENTIONAL** **INSURED CONVENTIONAL** **FHA** **VA** **USDA** **OTHER** mortgage loan on said property at an initial interest rate not to exceed 5 % per annum **FRM** **ARM** amortized over a period of 20 years. All costs incurred in securing such mortgage shall be paid by the Buyer unless otherwise noted herein. Buyer's financing is also conditional upon the property appraising at the purchase price or greater on or before the mortgage commitment date stated herein. Buyer agrees upon acceptance of this agreement to immediately make application for such mortgage loan with a lender and to make a good faith effort to obtain a mortgage commitment and proceed toward closing as above provided. Buyer shall obtain such mortgage commitment on or before October 9, 2020. Within this same period, Buyer shall notify Seller, in writing, that Buyer has secured said mortgage commitment and that this contingency is removed. If Buyer, after a good faith effort has not obtained a written mortgage commitment and given such written contingency removal notice within this same time period, this agreement shall be null and void and the earnest money shall be returned to Buyer.

3. **INSTALLMENTS**. Check if applicable. See attached ADDENDUM to this Purchase Agreement.

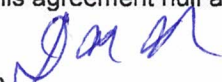
4. **ASSUMPTION/ASSIGNMENT**. Check if applicable. See attached ADDENDUM to this Purchase Agreement.

5. **TAXES AND ASSESSMENTS**. Seller shall pay all prorated to closing of the installment of general property taxes on said property which become delinquent if not paid on or before _____ and all prior installments. Buyer shall pay all subsequent installments. If any installment of general property taxes is to be prorated and if such taxes cannot be determined by the date of the settlement thereof, such prorating shall be based on the amount of the last determinable installment, proportionately adjusted by any change in the assessed valuation attributable to capital improvements and which are determinable on the date of settlement. If closing takes place other than the date on the Purchase Agreement, taxes shall be prorated to the revised date of closing.

Buyer shall pay the cost of all street oilings which are not liens on the date hereof. Seller shall pay all sewage disposal assessments due and all special assessments which are liens against said premises on the date thereof, except those for improvements which have not been completed and accepted by the City Council on the date thereof, which Buyer will pay.

6. **CONDITION OF PROPERTY**. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever occurs first. Seller further represents plumbing, heating, cooling, electrical systems, and appliances included in this Purchase Agreement to be in working order at the time of possession or closing, whichever occurs first, unless otherwise stated on attached Seller Disclosure of Property Condition, written amendments or addendums to this Purchase Agreement or unless otherwise stated in paragraph 8, and Buyer shall be permitted to make a "walk through" inspection of the property prior to possession or closing, whichever occurs first to verify the same. Seller agrees to remove all debris and personal property, not included herein, from the premises prior to possession.

7. **INSPECTION OF PROPERTY**. The Buyer is responsible for making their own inspection of any property for which they make an offer. (It is understood that these provisions are independent of any lender requirements for financing approval.) Within 0 days after the final acceptance date of this agreement, Buyer may, at Buyer's sole expense, have the property inspected by a person(s) of Buyer's choice to identify any structural, mechanical, plumbing, electrical, pest infestation, environmental concerns or other deficiency(s). Within this same period, Buyer may notify Seller in writing of any such deficiency the Buyer wants remedied. Failure to do so shall be deemed a waiver of the Buyer's inspection. In the event of any request by Buyer as a result of inspections, Seller shall within three(3) business days after said notification (date of notification does not count) notify the Buyer in writing which steps, if any, Seller will take to remedy any deficiency before closing. The Buyer shall within three (3) business days (date of notification does not count) notify the Seller in writing that (1) such steps are acceptable, in which case, this agreement, so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this agreement shall be null and void, and any earnest money shall be returned to Buyer. Failure by either Seller or Buyer to give the notification within the three (3) business days as stated above, shall render this agreement null and void, and any earnest money shall be returned to Buyer.

Buyer(s) 
(Initials)

Seller(s) _____
(Initials)

Property Address 308 6th Ave S.E., Oelwein, IA 50662

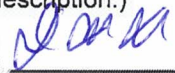
8. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:

9. RISK OF LOSS AND INSURANCE. Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this agreement null and void. The property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date.

10. TITLE PAPERS AND ABSTRACT. At the time of the final payment hereunder, the Seller shall convey the premises to the Buyer by warranty deed and shall furnish the Buyer an abstract of title that, in the case of platted property, begins with the recording of the proprietors plat of subdivision, or with root of title, and that shows marketable record title to the premises vested in the Seller as of the date of this agreement between the parties hereto. Within a reasonable time after the execution of this agreement, such abstract, certified to a date subsequent to the date hereof, shall be submitted to the Buyer for examination. Buyer or Buyer's attorney shall either approve the title or point out specific objections. After all valid objections have been satisfied or provided for, Seller shall have no obligation to pay for further abstracting excepting any made necessary by his own affairs.

11. COURT APPROVAL. If the property is an asset of any estate, trust, conservatorship, or receivership, this agreement shall be subject to Court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly proceed to a hearing for Court approval. In that event a Court Officer's Deed shall be used to convey title.

12. SURVEY. Buyer may, at Buyer's sole expense, prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the property or if any improvements located on the property encroaches on lands of others, the encroachment shall be treated as a title defect. If the survey is required under Iowa Code Chapter 354, Seller shall pay the cost thereof. (Chapter 354 applies only to land which has been divided using a metes and bounds description.)

Buyer(s) 
(Initials)

Seller(s) _____
(Initials)

Property Address 308 6th Ave S.E., Oelwein, IA 50662

Item 13.

13. **REMEDIES OF THE PARTIES.** If Buyer or Seller fails to timely fulfill the terms of this agreement, then the other party shall be entitled to utilize any and all remedies or actions at law or in equity which may be available to them (including but not limited to: forfeiture, foreclosure, termination, rescission, or specific performance), and the prevailing party shall further be entitled to obtain judgment for costs and attorney fees.

14. **THIS IS A LEGALLY BINDING CONTRACT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. Any modification of this agreement must be in writing and signed and dated by all parties. TIME IS OF THE ESSENCE in the performance of each part of this agreement. If not understood, consult your attorney.

15. **FOREIGN PERSON STATUS. (FIRPTA, Foreign Investment in Real Property Tax Act.)** Seller is not a foreign person as defined in Internal Revenue Code Section 1445 and any related regulations. At closing, Buyer will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.

16. **ELECTRONIC SIGNATURES.** In accordance with Iowa Code ch. 554D, all parties agree that this transaction can be conducted by electronic means; Signed and faxed/scanned electronic documents (i.e. pdf) or certified electronic signatures will be binding on all parties. Text messaging and traditional e-mails will not be binding as signatures.

17. **NOTICE AND COUNTERPARTS.** Any notice required under this agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this agreement shall be the Seller and Buyer or their respective agents. A signed copy of this agreement, counteroffers, and all addendums or amendments to this agreement shall, taken together, constitute a single binding agreement.

18. **ADDENDUMS ATTACHED TO THIS OFFER INCLUDE:**

- SPECIFIC PROPERTY AGENCY DISCLOSURE AGREEMENT
- SELLER DISCLOSURE OF PROPERTY CONDITION
- LEAD BASE PAINT DISCLOSURE
- SEPTIC SYSTEM ADDENDUM

YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	NOT APPLICABLE <input type="checkbox"/>	EXEMPT <input checked="" type="checkbox"/>
YES <input type="checkbox"/>	NO <input type="checkbox"/>	NOT APPLICABLE <input type="checkbox"/>	EXEMPT <input type="checkbox"/>
YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	NOT APPLICABLE <input checked="" type="checkbox"/>	EXEMPT <input type="checkbox"/>
YES <input type="checkbox"/>	NO <input type="checkbox"/>	NOT APPLICABLE <input checked="" type="checkbox"/>	EXEMPT <input type="checkbox"/>

19. **ACCEPTANCE DATE.** When accepted by the Seller, this agreement shall become a binding agreement for the sale of the above described property. If this agreement is not accepted by the Seller on or before _____, it shall become null and void and the earnest money shall be returned to the Buyer without liability on the part of either party.

20. **SELLER HEREBY** **ACCEPTS** **COUNTERS** **REJECTS** the above agreement on _____. If Seller has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Buyer on or before _____. If Buyer has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Seller on or before _____.

[Handwritten Signature]
BUYER

SELLER

BUYER
19704 70th St Oelwein IA
ADDRESS

SELLER

ADDRESS

Jennifer Drewelow- RE/MAX Oelwein Realty
PRINT NAME OF SELLING LICENSEE/BROKERAGE COMPANY

Travis Bushaw-Cornerstone Real Estate
PRINT NAME OF LISTING LICENSEE/BROKERAGE COMPANY

FINAL ACCEPTANCE DATE: _____

This form has been made available by the Northeast Iowa Regional Board of REALTORS® for the convenience of its Brokers and their clients and customers and has been copyrighted by Northeast Iowa Regional Board of REALTORS® which makes no warranty of the legal effectiveness of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to this limitation and release the Northeast Iowa Regional Board of REALTORS® and all Brokers, agents, and subagents, from any liability arising out of its use. This form shall not be reproduced, in whole or in part, without the prior written consent of the Northeast Iowa Regional Board of REALTORS®.

RESOLUTION NO. _____

A resolution approving 2021 Urban Renewal Plan Amendment for the Central Urban Renewal Area

WHEREAS, the City Council of the City of Oelwein, Iowa (the “City”) has created the Central Urban Renewal Area (the “Urban Renewal Area”) and has approved an urban renewal plan for the Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a city adds property to an urban renewal area or approves any new urban renewal project, a city must amend the existing urban renewal plan to describe the new property and to include that new project; and

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area has been prepared which describes an increase in the use of incremental tax revenues for the City’s forgivable loan program in the Urban Renewal Area (the “Urban Renewal Project”) and

WHEREAS, notice of a public hearing by the City Council on the proposed urban renewal plan amendment was heretofore given in compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted the hearing; and

WHEREAS, copies of the urban renewal plan amendment, notice of public hearing and notice of a consultation meeting with respect to the urban renewal plan amendment were sent to Fayette County and the Oelwein Community School District and the consultation meeting was held;

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

Section 1. It is hereby determined by this City Council as follows:

A. The 2021 Amendment to the Urban Renewal Plan for the Central Urban Renewal Area conforms to the general plan of the City.

B. The proposed expanded project described in the 2021 Amendment to the Urban Renewal Plan for the Central Urban Renewal Area is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 2. The 2021 Amendment to the Urban Renewal Plan for the Central Urban Renewal Area, attached hereto and made a part hereof, is hereby in all respects approved, and the proposed project included in such amendment is hereby in all respects approved.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved February 8, 2021.

Mayor

Attest:

City Clerk

CITY OF OELWEIN, IOWA
CENTRAL URBAN RENEWAL AREA
2021 AMENDMENT
URBAN RENEWAL PLAN

February, 2021

The Urban Renewal Plan for the City of Oelwein Central Urban Renewal Area (the “Urban Renewal Area”) is hereby amended in accordance with the provisions of Section 403.5 of the Code of Iowa to give information about increasing the amount of annual incremental property tax revenue that is proposed to be devoted to the City’s forgivable loan program.

The program involves the use of incremental property tax revenues to expand existing business, encourage development of new business, improve buildings and building facades and provide for renovation of upper stories into housing units. Forgivable loans are provided to building owners in the maximum amount of \$25,000 for the purpose of new business creation, acquisition of property, expansion of an existing business or renovation of property, including façade. Forgivable loans are provided in the maximum amount of \$50,000 for renovation of upper stories into housing units. The project is coordinated by the Oelwein Housing Committee, a division of the Oelwein Area Chamber and Development and all applications must be approved by the Oelwein City Council.

The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Outstanding general obligation debt of the City	\$7,740,000
Constitutional debt limit of the City:	\$13,655,000

Proposed debt to be incurred each year in Urban Renewal Area: 90% of the incremental property tax revenues that are generated in the Central Urban Renewal Area in that year, minus any amount committed to prior approved projects

• • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. BACKGROUND DATA:

- a. Effective Date of Owner-Engineer Agreement: September 15, 2008 – Master Agreement
February 18, 2016 – Task Order 8686-15B.1
- b. Owner: City of Oelwein
- c. Engineer: FOX Engineering Associates, Inc.
- d. Project: East Penn Utility Improvements

2. DESCRIPTION OF MODIFICATIONS:

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
 - 1. Tasker Order 2422-13B is amended to include an additional fixed fee of \$9,000 to Task 600 – Construction Phase under Section A1.05 as per Exhibit A. This provides additional construction administration services for a construction period extended beyond the contractual final completion date of September 29, 2017 to February 1, 2020.

- b. For the modifications to engineering services set forth above, Owner shall pay Engineer the following compensation:

Task Series	Basis of Fee	Current Amount	Change	Revised Amount
600 – Construction Adimination	Method A-Lump Sum	\$22,500.00	+\$9,000.00	\$31,500.00

- c. The schedule for rendering services is modified as follows:
 - 1. The intent of this Task is to provide additional construction administration services for a construction period extended beyond the contractual final completion date of September 29, 2017 to February 1, 2020. .
- d. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
(no additional modifications noted).
- e. The responsibilities of Owner are modified as follows: *(no additional modifications noted).*

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____, 2020.

OWNER:

City of Oelwein, Iowa

By: _____

Title: _____

Date Signed: _____

ENGINEER:

FOX Engineering Associates, Inc.

By: Lance Aldrich, P.E. *Lance Aldrich*

Title: Project Manager

Date Signed: 1/27/21

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

Roger Schulz Trust
c/o Gwyn Wilson
16379 Coventry Lane
Dubuque, IA 52001

RE: Donation of Property to the City of Oelwein – Next meeting agenda item

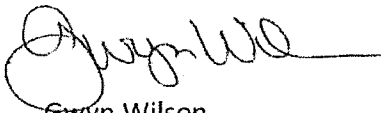
Dear City Council,

I would like to formally request a donation of property to the City of Oelwein. The property is that would be donated is Lot 4 & E 3' LOT 5 BLK 1 SMITH BROS. 6TH ADD. The property currently has a foundation that was placed many years ago to add on to the townhouses that are on next plot of land. As trustee of the Roger Schulz trust I do not plan on building on this foundation and would like to donate the property to the city.

Please consider this donation/gift of land. Hopefully the City would be able to find a good use for it, or clean it up and resell the land.

Thank you in advance for your consideration.

Sincerely,



Gwyn Wilson
Trustee – Roger Schulz Trust



800 Block of 1st Street NW

Parcel #18 20 284 018



Memo

To: Honorable Mayor & City Council,

From: Utility Superintendent Victor Kane

CC: City Administrator Dylan Mulfinger

Reference: Bridge Inspections

Date: 02/04/21

Greetings,

It is that time again for our bridge inspections. All bridges are mandated to be inspected every two years and reported to the Iowa Department of Transportation. I have attached the contract for our bridge inspections to be completed by March 2021. An inspection of the RR viaduct is included in this. This will allow us to have a better idea and discussion of its condition. They are also working on the information needed for our bridge repair or replacement conversation. I respectfully request that you approve and authorize the City Administer to sign this agreement.

Thank you for your time.

Victor Kane

From the Desk of
Oelwein Utility Superintendent Victor Kane

January 12, 2021

www.iiwengr.com

Vic Kane
City of Oelwein
20 - 2nd Avenue SW
Oelwein, IA 50662

ARCHITECTURE
CIVIL ENGINEERING
CONSTRUCTION SERVICES
ENVIRONMENTAL ENGINEERING
LAND SURVEYING
MUNICIPAL ENGINEERING
STRUCTURAL ENGINEERING
TRANSPORTATION ENGINEERING

**Re: City of Oelwein, Iowa
2021 Bridge Inspection Services
IIW Project No.: 21029**

Dear Vic:

IIW, P.C. appreciates the opportunity to submit this Proposal for Bridge Inspection Services for the City of Oelwein (Client). This Proposal identifies the inspection services required to bring the City of Oelwein's Bridge Inspection Program into compliance with the National Bridge Inspection Standards (NBIS), and has been divided into the following sections to describe the services proposed:

PROJECT DESCRIPTION

Project includes performing NBIS bridge inspections and the associated Iowa DOT documentation for the City of Oelwein bridges and a non-NBIS inspection of the railroad viaduct on West Charles Street.

SCOPE OF SERVICES

The following list of services will be provided by or under the direct personal supervision of a FHWA certified Program Manager, Team Leader, or Professional Engineer licensed in the State of Iowa, as is appropriate for the specific service. Our services would incorporate the following elements, based upon NBIS, FHWA, and Iowa DOT criteria:

A. *Bridge Inspection and Documentation Services*

1. Complete routine field inspections of the nine (9) bridges under the jurisdiction of the City of Oelwein, as required per I.M. 7.020; Inspection Frequency – Routine Inspections (23 CFR 350.311, a). Complete the non-NBIS inspection of the West Charles Street railroad viaduct.
2. Update the Structure Inventory and Inspection System (SIIMS) on the Iowa DOT website with the results of the routine inspections of the 9 NBIS bridges, which shall include the following:
 - a. Creation of a new Inspection Report based on existing Central Database values.
 - b. Completion of the Local Agency Field Data Collection Form.
 - a. Upload digital photographs, including a road view, side view, and under view of the bridge structure. Additionally, detailed pictures of any observed deficiencies with an NBI condition code of 4 or less will also be collected.
 - c. Submittal of Inspection Report to Program Manager.
 - d. Completion of the Load Rating Evaluation Form.
 - e. Final Program Manager review and approval of Inspection Report.
3. Complete an inspection report detailing the condition of the West Charles Street railroad viaduct.
4. Meeting with licensed public agency to discuss inspection results and/or bridge deficiencies.
5. Generation of electronic copies of Inspection Reports in PDF format and paper copies of the Inspection Reports.
6. Provide a letter summarizing the findings of the inspections.

Services will be provided using NBIS guidelines and the AASHTO Manual for Bridge Evaluation (MBE), following the guidelines and procedures detailed in I.M. 7.020.

CLIENT'S RESPONSIBILITIES

The Client shall do the following in a timely manner so as not to delay the services of the Program Manager:

1. Designate a person to act as Client's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define Client's policies and decisions with respect to the Program Manager's services.
2. Store bridge files and incorporate repair information and maintenance records.
3. Perform all recommendations for bridge repairs and maintenance.
4. Maintain a history of maintenance activities on each bridge and record in the bridge file.
5. Provide As-Built drawings for all bridges, including specifications and shop drawing submittals as available.
6. Provide copies of any permits acquired for the construction or maintenance on the bridge.

ADDITIONAL SERVICES

The following services are not included in this Proposal. IIW can provide proposals for these services if requested:

1. Underwater Inspections.
2. Preparation of element-level inspection reports
3. Bridge Load Ratings
4. Overload or Superload rating or permitting assistance.
5. Preparation of any plans for repairs or replacement of bridge structures.
6. Prepare cost estimates or budget information for bridge repair/maintenance/replacement.

SCHEDULE

IIW proposes to complete the Scope of Services by April 1, 2021.

COMPENSATION

IIW proposes to complete the Scope of Services as follows:

- A. Bridge Inspection and Documentation Services:** Items 1-6 shall be performed by the qualified personnel at IIW's Standard of Professional Fee Rates (hourly) with an estimated fee of \$5,000.00 (Five Thousand Dollars and Zero Cents).


GENERAL TERMS AND CONDITIONS

The attached General Terms and Conditions are a part of this Proposal. If the services and fees defined in this proposal are acceptable, please return one signed copy to our office. If you have any questions, or require further assistance, please feel free to contact me at n.miller@iiwengr.com or our office at (563) 556-2464.

We sincerely thank you for allowing us the opportunity to submit this Proposal and we look forward to providing services as the designated Program Manager and Bridge Inspectors for the City of Oelwein.

Sincerely,
IIW, P.C.


Nathan Miller, P.E.
Project Manager –Team Leader/Program Manager


Pat Ready, P.E.
President & CEO

I hereby accept this Proposal and General Terms and Conditions and authorize this work.

FOR: CITY OF OELWEIN

Authorized Signature

Date

Typed or Printed Name



IIW, P.C.

The following General Terms and Conditions shall apply to the attached Agreement for Professional Services between IIW, P.C., herein referred to as the Consultant, and the Client identified in the attached Agreement.

GENERAL TERMS AND CONDITIONS

The Client shall provide all criteria and full information with regard to his or her requirements for the Project, and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.

Services beyond those outlined in the proposal may be required or be required as a result of unforeseen circumstances. The Consultant under terms mutually agreed upon by the Client and the Consultant may provide these services.

For the scope of services agreed upon, the Client agrees to pay the Consultant the compensation as stated. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowed by law on the then outstanding balance of Past Due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

The Consultant shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Consultant from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the Consultant's services under this Agreement, and from claims under the Worker's Compensation Acts. The Consultant shall, if requested in writing, issue a certificate confirming such insurance to the Client.

The Client and the Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of the Consultant's fee or other amount agreed upon. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

The Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this agreement.

All documents including calculations, computer files, drawings, and specifications prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one time use in construction of this project. They are and shall remain the property of the Consultant. Any re-use without written approval or adaptation by the Consultant shall be at the Client's sole risk and the Client agrees to indemnify and hold the Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of documents by the Client and by others acting through the Client.

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format or text, data, graphic, or of other types that are furnished by the Consultant to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, the Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of this project.

The delivery of electronic information to Contractors is for the benefit of the Owner for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models. It



IIW, P.C.

is our professional opinion that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information. The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.

If this Agreement provides for any construction phase services by the Consultant, it is understood that the Contractor, not the Consultant, its agents, employees, or sub-consultants, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor.

When included in the Consultant's scope of services, opinions of probable construction cost are prepared on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the Consultant's opinions of probable construction cost.

The Client and the Consultant each binds himself or herself, partners, successors, executors, administrators, assigns, and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and sub-contractors, as he or she may deem appropriate to assist in the performance of services hereunder.

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials. The Client acknowledges that the Consultant is performing professional services for the Client and the Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

The Client may terminate this Agreement with seven days (7) prior written notice to the Consultant for convenience or cause. The Consultant may terminate this Agreement for cause with seven (7) days prior written notice to the Client. The Client is obligated to pay for all services rendered up to the date the Consultant receives the written notice of intent to terminate. Failure of the Client to make payments when due shall be cause for suspension of services or ultimately termination, unless and until the Consultant has been paid in all full amounts due for services, expenses, and other related charges.

This Agreement supersedes all terms and conditions contained on a purchase order typically procuring products. It is understood by both parties upon execution of this agreement that if a purchase order is issued, it is for accounting purposes only. Purchase order terms and conditions are void and are not a part of our agreement.



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 # 7667
Date: 02/01/2021
Due Upon Receipt

City of Oelwein nuisance/abatement work

nuisance/abatement work 657A's

Type	Date	Notes	Quantity	Rate	Total
Service	01/04/2021	confirm distruction of 123 5th ST NW	0.10	\$136.83	\$13.68
Service	01/04/2021	email correspondence with Pat, draft motion to continue in three matters re moser- file	0.30	\$60.86	\$18.26
Service	01/06/2021	Jay with City of Oelwein re Keppler property	0.10	\$136.83	\$13.68
Service	01/06/2021	email correspondence with Sam re Kapler	0.10	\$60.86	\$6.09
Service	01/06/2021	review filing update spreadsheet re Rahe	0.20	\$60.86	\$12.17
Service	01/07/2021	pauling review and email correspondence with Sam	0.20	\$60.86	\$12.17
Service	01/08/2021	Flat Rate: Becker 657A filing	1.00	\$350.00	\$350.00
Service	01/08/2021	Munn- adjustments to application and Order, file both	0.30	\$60.86	\$18.26
Expense	01/08/2021	Reimbursable expenses: Johnson Co. Sheriff fees for Crystal Becker	1.00	\$50.30	\$50.30
Service	01/08/2021	email to Ted re service update for Becker and Moser	0.10	\$60.86	\$6.09
Service	01/08/2021	spreadsheet update work	0.25	\$136.83	\$34.21
Service	01/11/2021	Becker- review return of service, save, file, update spreadsheet, send for payment	0.30	\$60.86	\$18.26
Service	01/11/2021	update spreadsheet to reflect cost of each matter concerning filing fees and cost of service	0.40	\$60.86	\$24.34
Expense	01/11/2021	Reimbursable expenses: Service fee for Becker	1.00	\$35.00	\$35.00

Expense	01/11/2021	Reimbursable expenses: Munn 657A- fee for certified copy of order	1.00	\$20.00	\$20.00
Service	01/11/2021	call to clerk of court re 657a becker cert copy of order	0.20	\$60.86	\$12.17
Expense	01/11/2021	Reimbursable expenses: recording fee for Munn	1.00	\$27.00	\$27.00
Service	01/11/2021	Munn- review procedure on deceased owner- email correspondence with Pat- draft affidavit of death of joint tenant	0.50	\$60.86	\$30.43
Expense	01/11/2021	Reimbursable expenses: Recording fee for Munn Affidavit of Joint Surviving Tenant	1.00	\$17.00	\$17.00
Service	01/11/2021	Pauling- adjustments email to Pat for approval	0.20	\$60.86	\$12.17
Service	01/11/2021	Dr. Leo message left	0.10	\$136.83	\$13.68
Service	01/12/2021	review email , save filing, file filing, update spreadsheet, set task for 50 days, send for payment	0.30	\$60.86	\$18.26
Service	01/12/2021	sample admin search warrants supplied and email re implementation	0.25	\$136.83	\$34.21
Service	01/12/2021	call from Leo to Pat, call from Jay, email to and from Pat, research on 123 6th Ave NE	1.00	\$60.86	\$60.86
Service	01/12/2021	tcw Dr. Leo tcw Dylan re status	0.50	\$136.83	\$68.42
Expense	01/13/2021	Reimbursable expenses: Recorder fee for Munn description	1.00	\$5.00	\$5.00
Service	01/13/2021	Walker 657A email to pat with research - copy WD from fayette co	0.30	\$60.86	\$18.26
Service	01/13/2021	send walker deeds to pat	0.10	\$60.86	\$6.09
Expense	01/13/2021	Reimbursable expenses: Service fee on Regions Bank	1.00	\$35.00	\$35.00
Service	01/14/2021	Leo letter	0.10	\$60.86	\$6.09
Expense	01/14/2021	Reimbursable expenses: Lien search on 2 properties for Schaer Investment Co.	1.00	\$300.00	\$300.00
Service	01/18/2021	review report of liens for 123 6th Ave NE	0.10	\$60.86	\$6.09
Service	01/18/2021	call from Tanya Kapler	0.10	\$60.86	\$6.09
Service	01/18/2021	discuss with Pat and draft affidavits x2 for 123 6th Ave NE	0.50	\$60.86	\$30.43
Expense	01/18/2021	Reimbursable expenses: Fayette Abstract Lien search on 123 6th ave NE	1.00	\$150.00	\$150.00
Service	01/18/2021	call to Jay	0.10	\$60.86	\$6.09
Service	01/18/2021	search and recover Connie Obituary- email Pat with update, adjust docs	0.20	\$60.86	\$12.17

Service	01/18/2021	consider avenues of approach on oaks house, receive update that she is dead, revise avenues of approach available.	0.25	\$136.83	\$34.21
Service	01/18/2021	email to Jay and Sam re 123 6th Ave NE	0.20	\$60.86	\$12.17
Service	01/18/2021	missed call from Tanya Kapler re personal property stuff	0.25	\$136.83	\$34.21
Service	01/18/2021	call from Jay	0.10	\$60.86	\$6.09
Expense	01/19/2021	Reimbursable expenses: Recording fee for Moser Oakes docs	1.00	\$34.00	\$34.00
Service	01/19/2021	email to pat on starting 657a on 123 6th Ave NE, review obit and report of liens for def	0.30	\$60.86	\$18.26
Service	01/19/2021	123 6th Ave NE email to Jay and Sam	0.10	\$60.86	\$6.09
Service	01/19/2021	Flat Rate: 657A petition 123 6th Ave NE Oelwien	1.00	\$350.00	\$350.00
Service	01/19/2021	response to CD email	0.20	\$60.86	\$12.17
Service	01/20/2021	send Kapler recording to Sam, email to Sam	0.10	\$60.86	\$6.09
Expense	01/20/2021	Reimbursable expenses: Fee for Certified copy of default order re Pauling 657A	1.00	\$30.00	\$30.00
Service	01/20/2021	call to clerk for certified copy, prepare recorder cover sheet, request check, mail to Fayette recorder	0.40	\$60.86	\$24.34
Expense	01/20/2021	Reimbursable expenses: Recording fee for Pauling	1.00	\$27.00	\$27.00
Service	01/21/2021	re hills matters- email from Sam, review filings and cases, email to Sam	0.20	\$60.86	\$12.17
Service	01/22/2021	email to Sam re Campbell	0.10	\$60.86	\$6.09
Service	01/27/2021	Jay with City of Oelwein 544 8th st	0.10	\$136.83	\$13.68
Service	01/27/2021	mun, adjust spreadsheet, email to Sam, mail to city	0.10	\$60.86	\$6.09
Service	01/29/2021	review notice of demo letter	0.25	\$136.83	\$34.21
Service	02/01/2021	review case spreadsheet, email to parties, email to pat re old cases under advisement	0.30	\$60.86	\$18.26
Service	02/01/2021	draft proposed order for judgment x2 steinbron and garceau	0.40	\$60.86	\$24.34
Service	02/01/2021	email to Propty re service	0.10	\$60.86	\$6.09

Total \$2,223.58

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7434	12/01/2020	\$1,086.67	\$0.00	\$1,086.67

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7667	02/01/2021	\$2,223.58	\$0.00	\$2,223.58

Outstanding Balance **\$3,310.25**
Total Amount Outstanding **\$3,310.25**

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 # 7770
Date: 02/02/2021
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Service	12/02/2020	email to Sam	0.10	\$60.86	\$6.09
Service	12/03/2020	packet retrieval	0.30	\$60.86	\$18.26
Service	12/03/2020	Flat Rate: draft release of mortgage	1.00	\$50.00	\$50.00
Service	12/04/2020	Flat Rate: Drafting release of real estate mortgage for Pivot Properties, LLC	1.00	\$75.00	\$75.00
Service	12/09/2020	send copy of code to clerk of court per request	0.10	\$60.86	\$6.09
Service	12/09/2020	Flat Rate: Drafting mortgage release for Premier Real Estate	1.00	\$75.00	\$75.00
Service	12/09/2020	Flat Rate: Premier mortgage release	1.00	\$50.00	\$50.00
Service	12/10/2020	email from city CD and prepare responsive letter to them regarding 14 DEC meeting	1.00	\$136.83	\$136.83
Service	12/14/2020	email from John 3 on Barker house, adjust spreadsheet	0.10	\$60.86	\$6.09
Service	12/14/2020	packet retrieval	0.30	\$60.86	\$18.26
Expense	12/14/2020	Reimbursable expenses: Recording fee for 2 mortgage releases	1.00	\$24.00	\$24.00
Service	12/14/2020	Meeting with Community Development at Plaza	1.00	\$136.83	\$136.83
Service	12/14/2020	Oewlein city council meeting	1.50	\$136.83	\$205.25
Service	12/18/2020	Audit letter	1.00	\$136.83	\$136.83

Service	12/18/2020	Flat Rate: Holt mortgage release	1.00	\$50.00	\$50.00
Service	12/18/2020	Flat Rate: Release Serbro	1.00	\$50.00	\$50.00
Service	12/19/2020	Trail emails sauer, lake drainage complaint, email to Dylan re bith	1.00	\$136.83	\$136.83
Service	12/21/2020	packet retrieval	0.30	\$60.86	\$18.26
Service	12/21/2020	update spreadsheet and send out to Devore, Sam, Nathan	0.10	\$60.86	\$6.09
Service	12/21/2020	attention to DNR issue, Attention to Trail lots aquisition, attention to closed session advising	1.00	\$136.83	\$136.83
Service	12/21/2020	attend council meeting	0.75	\$136.83	\$102.62
Service	12/23/2020	draft application, proposed order, 10 day notice, affidavit of mailing 10 day notice, RE Pauling	0.70	\$60.86	\$42.60
Expense	12/28/2020	Reimbursable expenses: Recording fee for Holt Mortgage release	1.00	\$12.00	\$12.00
Expense	12/28/2020	Reimbursable expenses: Recording fee for Serbro mortgage release	1.00	\$12.00	\$12.00
Service	12/30/2020	correspondence to Fay Co Treasure re tax sale certificates and city Admin Correspondence	0.25	\$136.83	\$34.21
Service	01/04/2021	review closed meeting request concern, issue opinion on the same.	0.25	\$136.83	\$34.21
Expense	01/07/2021	Reimbursable expenses: fee for assignment of tax certificates	1.00	\$20.00	\$20.00
Expense	01/07/2021	Reimbursable expenses: Recording fee for McClain Affidavit	1.00	\$7.00	\$7.00
Service	01/07/2021	review closed session materials	0.25	\$136.83	\$34.21
Service	01/08/2021	spreadsheet adjustment per city request, email to Pat and Sam with updated spreadsheet and requests	0.80	\$60.86	\$48.69
Service	01/11/2021	attendance at city council meeting and closed session	2.50	\$136.83	\$342.08
Service	01/12/2021	attention to tax sale deeds receipt	0.20	\$136.83	\$27.37
Service	01/13/2021	review 123 6th Ave property records adn determine who needs to quit claim	0.25	\$136.83	\$34.21
Service	01/13/2021	call to Chief Logan	0.10	\$136.83	\$13.68
Service	01/13/2021	tcw J. Logan re cold press seal issues on building, tcw sam castro re admins search warrants and leo property updates	0.25	\$136.83	\$34.21
Service	01/18/2021	update and send spreadsheet of cases	0.10	\$60.86	\$6.09
Service	01/25/2021	attendance at council meeting	0.75	\$136.83	\$102.62

Service	01/26/2021	tax sales for 2012-00082 and 2012-00083	0.60	\$60.86	\$36.52
Expense	01/26/2021	Reimbursable expenses: certified mail for tax sales 2012-00082 & 83	1.00	\$21.60	\$21.60
Service	01/27/2021	tcw Dr. Leo, update status and provide referall for demo bids	0.25	\$136.83	\$34.21
Service	02/01/2021	packet retrieval, email to pat, save in file, calendar event	0.20	\$60.86	\$12.17
Service	02/01/2021	attention to old rental code violation cases that haven't had orders on them yet	0.20	\$136.83	\$27.37

Total	\$2,382.21
Payment (02/02/2021)	-\$231.83
Balance Owing	\$2,150.38

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7770	02/02/2021	\$2,382.21	\$231.83	\$2,150.38
			Outstanding Balance	\$2,150.38
			Total Amount Outstanding	\$2,150.38

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: 02/08/2021

Consent Agenda

1. Consideration of a motion to approve the minutes of the January 25, 2021 Council Meeting

Public Hearing

2. Public Hearing on 2021 Urban Renewal Plan Amendment for Central Urban Renewal Area
3. Public Hearing on Proposed Vacation and Disposal by Sale of the Alley Running North and South Adjacent to Lots 1, 2, 3 and Lots 11, 12, 13, Block 3, Original Oelwein, Fayette County, Iowa
4. Public Hearing on Proposed Disposal by Sale of the City's Interest in 25 3rd Street NW, Oelwein, Fayette County, Iowa

Ordinances

5. Consideration of a motion to suspend the rules and adopt an Ordinance on the first and final reading
6. Consideration of an Ordinance Providing for the Vacation of the Alley Running North and South Adjacent to Lots 1, 2, 3, and Lots 11, 12, 13, Block 3, Original Oelwein, Fayette County, Iowa - First and Final Reading
 1. This is the alley swap with Dollar General. The City is excited about the new building for Dollar General. This land swap will allow the city to have a through alley and will create an entrance on South Frederick. The City Administrator recommends approving the ordinance in the first reading.

Resolutions

7. Consideration of a Resolution directing the sale of the city's interest in the vacated alley running north and south adjacent to Lots 1, 2, 3 and Lots 11, 12, 13, Block 3, Original Oelwein, Fayette County, Iowa
 1. This will sell the portion of the alley that is vacated to Dollar General. This will allow for the new construction of the Dollar General and provide land for a swap to extend the alley to South Frederick. The City Administrator recommends approving the resolution.
8. Consideration of a Resolution to Approve the Fiscal Year 2022 Maximum Property Tax Dollars
 1. The city is in a position to slowly raise the levy to allow for more tax dollars to go toward debt service. The proposed levy is inline with previous years and does not present a substantial increase. The City Administrator recommends approving the resolution.



9. Consideration of a Resolution approving 2021 Housing Tax Abatement Applications
 1. With one last tax abatement application the city will complete the process for 2021. The City Administrator recommends approving the resolution.
10. Consideration of a Resolution approving a request for Street Closures from Oelwein Odd Rods
 1. While events for this summer are still questionable, Odd Rods has done a great job of promoting Oelwein through their events. Unless Public Health does not allow for events this summer, the City Administrator recommends approving the resolution.
11. Consideration of a Resolution to set Public Hearing on Proposed Disposal by sale of the City's Interest in 322 North Frederick, 208 8th Avenue SW, 702 3rd Avenue SW, 132 2nd Avenue NW and 524 2nd Avenue NW, Oelwein, Fayette County, Iowa
 1. The City Administrator recommends setting the public hearing.
12. Consideration of a Resolution to provide for a notice of hearing on proposed plans, specifications, form or contract and estimate of cost for the Oelwein 2021 Water Main Improvements, and the taking of bids therefore.
 1. The City is ready to do a large water main project that has been in the works for a year. Funding will come from \$600,000 CDBG project and a loan that is in the works based on fee increases. The potential to pay in cash for this project may exist depending on the timing of the water tower project. The City Administrator will present funding options once the project is bid out. The City Administrator recommends approving the resolution.
13. Consideration of a Resolution directing the sale of the City's Interest in 308 6th Avenue SE, Oelwein, Fayette County, Iowa
 1. This property was given to the city. The original asking price was \$30,000. The City has only had two offers in 9 months with the original falling through. This contractor will be flipping the home and has agreed to a list of improvements from the Community Development Office. The City Administrator recommends selling this property for \$20,000.
14. Consideration of a Resolution approving 2021 Urban Plan Amendment for Central Urban Renewal Area
 1. This new plan allows for the city to capture more dollars for the downtown program. Roofs, facades, flooring, HVAC are all eligible items when it comes to downtown improvements. The new program should capture \$180,000 compared to the initial \$75,000. This program is going to do amazing things for the downtown and help one of the best assets for the community. Cities in Iowa will be jealous of this program. The City Administrator recommends approving the resolution.

Motions

15. Consideration of a motion authorizing signatures on Amendment to Owner-Engineer Agreement with Fox Engineers in an additional amount of \$9,000.00 for East Penn Utility Improvements



1. The City is closing out a project and finalizing payment to the engineer. The City Administrator recommends approving the payment.
16. Consideration of a motion to accept property located in the 800 block of 1st Avenue NW from Roger Schulz Trust
 1. The city has allowed any interested property owner to take a request to council to give their property to the city. The City should not take this property and continue with code enforcement. The City Administrator recommends not accepting this property.
17. Consideration of a motion authorizing signatures on Bridge Inspection Agreement with IIW P.C. in the amount of \$5,000.00
 1. This project will help the city understand if repairs are the solution or if a complete replacement is needed on these bridges. The City Administrator recommends approving this agreement.

**Volume 12
Issue 1
January
2021**



Library Hours:

**Monday-Thursday:
9:30 am-8:00 pm**

**Friday:
9:30 am-5:30 pm**

**Saturday:
9:30 am-4:00 pm**

**Sunday:
2:00 pm-5:30 pm
(January-March only)**

Contact Us:

**201 East Charles
Oelwein, IA
50650**

319-283-1515

www.oelwein.lib.ia.us
oelwein@oelwein.lib.ia.us



Like us on Facebook



Oelwein Public Library Item ii.

"The Library Noise"

January Calendar

1/1 New Year's Day Library Closed

**Open Sundays
2:00 p.m.-5:30 p.m.
January-March**

Online Book Club!

If you like to read books and talk about them with others, in a safe way, this is for you! The Oelwein Public Library started an Online Book Club via GoToMeeting. If interested, please contact Deann at dfox@oelwein.lib.ia.us with your email address or watch our Facebook page for the link to the meeting. Books chosen will be available online with Bridges and Hoopla or by checkout at the library. January's book will be *The Mothers* by Brit Bennett. Discussion will be Wednesday, January 27th, at 10 am..

Donor's Corner

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

In memory of *Seth Garceau*
Jens & Joanne Nielsen

In memory of *Marilyn Gallo*
Sue Johnson, Sandy Murray-John, Ruth Lau, & Linda Peik

In memory of *Steve Peik*
John & Sue Frost

In memory of *Kevin Walker*
Debra Gleason

In memory of *Beverly Latham*
Karen Cannon

In memory of *Bette & Dave Greco & Sue Ann Greco-Powers*
Amelia Weldon



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

The Oelwein Public Library has resumed normal open hours.
Monday-Thursday: 9:30 a.m.-8:00 p.m.
Friday: 9:30 a.m.-5:30 p.m.
Saturday: 9:30 a.m.-4:00 p.m.
Sunday: 2:00 p.m.-5:30 p.m.
January-March only

Help keep your community safe!



Wearing a mask will be required to enter the library. Covering your nose and mouth.

Thank you for your cooperation.

Restrictions still in place include:

Going In: Library services will be along the lines of a "Get 'n Go" service. No seating in the library at this time. Newspapers can be checked out for three days with your library card. Magazines are still available for a two week check out. The meeting room and study room are not available at this time.

Internet: Limited computers will be available for once-per-day use for 45 minutes. The Wi-Fi will be available during open hours.

Services On Hold: Passport services are temporarily suspended.

Curbside pickup will still be available
Call 319-283-1515



KID ZONE

January 2021



TAKE & MAKE CRAFT KITS

The library is offering craft kits for you to grab and take home. Different crafts each month. Find them by the check out desk. Grab yours and get crafting today.

Looking for fun things to do with the family?

Here are some books to check out that will get your family up and creating.

Smithsonian Maker Lab: 28 Super Cool Projects
by Jack Challoner
Super Good Baking for Kids by Duff Goldman
The Complete Cookbook for Young Chefs
by America's Test Kitchen

Find these and others on display in the children's area.

* No In-Library Pages & Play for January

* Check out the library's Youtube channel for Online Story Time videos! Just type in Oelwein Public Library on Youtube's search bar. Watch current and past videos.

* No in-library Lego Club for January

New Stuff @ the Library Item ii.

ADULT FICTION

Tom Clancy: Shadow of the Dragon-Marc Cameron
Ready Payer Two-Ernest Cline
NYPD Red 6-James A. Patterson
The Dirty South-John Connolly
House of Correction-Nicci French
Dark Tides-Philippa Gregory
Love Your Life-Sophie Kinsella
Hush-Hush- Stuart Woods
Cobbie Hill-Cecily Von Ziegesar
White Ivy-Susie Yang

ADULT NON-FICTION

Let Us Dream-Anne Francis
Inferno-Joe Pappalardo
Children of Ash and Elm-Neil S. Price
Saving Freedom-Joe Scarborough
Nala's World-Dean Nicholson
Dolly Parton: Songteller-Dolly Parton
One Life-Megan Rapinoe
Pappyland-Wright Thompson
First Principles-Thomas E. Ricks

NEW YOUNG ADULT

Legendborn-Tracy Deonn
These Violent Delights-Chloe Gong
The Cousins-Karen M. McManus
Black Canary-Alexandra Monir

DVD'S

Cats, The Irishman, Yellowstone Season 3,
PAW Patrol: Dino Rescue, Tenet, Blackbird,
War With Grandpa, Summerland

ON THE LADYBUG

Unstoppable!-Adam Rex
Kamala Harris: Rooted in Justice- Nikki Grimes
Share Some Kindness, Bring Some Light-Apryl Stott
The Library Bus-Bahram Rahman
How Do Dinosaurs Show God Manners?-Jane Yolen
How to Catch a Mermaid-Adam Wallace
The World Needs Who You Were Made to Be-
Joanna Gaines

NEW J

This is Your Time-Ruby Bridges
Pie in the Sky-Remi Lei
Battle of the Bodkins-Lincoln Peirce
Bill Nye's Great Big World of Science-Bill Nye

**MORE GREAT READS AND MOVIES
ARE ALREADY ON THE SHELVES!**





PARKS MONTHLY REPORT, JANUARY 2021
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

This month in the park department, we have been completing our daily disinfecting of areas and cleaning the downtown every morning. This week we posted signage and lowered the lake so that Doug Bryan and complete his work cleaning out the north end of the lake. Community bank is donating money to refurbish the bridge that was gifted to the City. This bridge will be placed on the south side of Red Gate Park where the storm culverts will be removed so we do not have to deal with leaves plugging the culverts up anymore. The bridge is a memorial to Dan Steil that includes two train wheels as part of the setup. Jay finished work on the bike fixit station that was vandalized this past fall at Wings Park and maintenance on equipment. We have two full burials this week and a cremation at Woodlawn. The ice rink arrived that the school paid for to be placed at Wings Park on diamond 3. The employees have been working on clearing delinquent sidewalks that citizens have not been clearing snow off after snowfall. I signed Jay and myself up for our CPO continuing education course that will be at the end of this month. After several months of waiting, we finally were able to pick up the new cemetery dump truck. This truck hauls the material when we are preparing graves at the cemetery. I also finished and turned in our December monthly and yearly reports for 2020.

This month Jay put the City decals on the new truck, as we get ready for service. The maintenance was completed on all the small equipment including trimmers, leaf blowers and chainsaws. Jay is working on brackets to install the three drinking fountains in the parks this coming spring. We are looking at what it will take to get the ice rink installed with the model that was ordered. On Monday the 11th, I gave this departments presentation for budget and CIP items for next fiscal year. On Tuesday Jan. 18th, I hosted the trail committee meeting at the parks building where we worked on a grant for segment 2. I am getting another memorial bench ordered for the spring install and ordered shades structures for the aquatic center.

Jay has been working on getting the new cemetery truck ready to put in service. All the chains for the chainsaws are being sharpened and pole chain saw is maintained. The 2-post lift at the shop was inspected and certified for this next year and phone line installed to the park shop. Jay has been cleaning and organizing the shop in different areas to make it more functional. I hosted the park and rec meeting on Monday Jan. 18th at the library. I have been getting the paperwork for the different departments ready for the upcoming season. With the trails, we are applying to the Wellmark Foundation with the proposal due in mid-February. Jay attended the monthly safety meeting at the Fire Department on the 20th as well. We have completed snow removal for the past two Sundays as it look like more snow this weekend. Jay is prepping the doors for the campground shower house and painting picnic tables. There was 5 full burials this month at Woodlawn that the guys prepped and I attended a zoom meeting for a possible trails grant. Jay and I also completed our CEU course for our aquatics certification with a zoom meeting as well.

PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

Lake lowering



Bridge

Repairs

Burials



Sidewalk clearing

Ice Rink



PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

Cemetery truck



Decals

Maintenance

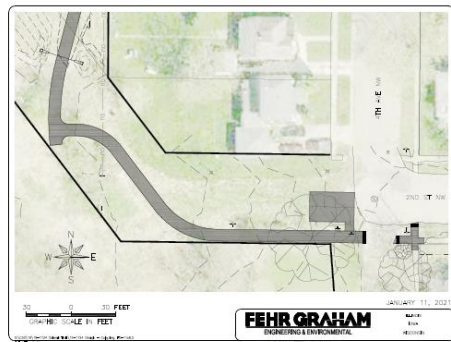
Brackets for drinking fountains



Burial

Skate Rink

Trail Work



PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

Truck sides



Sharpened chains



Lift inspection



Organize Shop



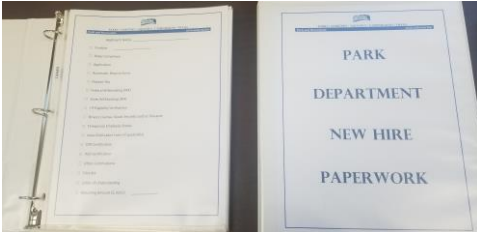
Cemetery truck side put on



Maintenance



Paperwork



Trail grants



Snow removal



Projects prepped



Burial



PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

Picnic table work



Trails zoom meeting



Aquatics CEU zoom meeting



Daily Activities www.oelwein.fun

- | | |
|---|--|
| <ul style="list-style-type: none"> ❖ Sanitizing shop and equipment ❖ Pick up garbage downtown ❖ Checking/maintaining parks, cemeteries ❖ Monthly safety checklist ❖ Maintenance on equipment | <ul style="list-style-type: none"> ❖ Order supplies for all departments ❖ Safety meetings ❖ 5 full burials ❖ Meet with contractors |
|---|--|

Progress on Projects www.oelwein.fun

- | | |
|---|---|
| <ul style="list-style-type: none"> ❖ Website work ❖ Draining Lake Oelwein ❖ Meeting with contractors getting quotes on different projects ❖ Trail work/easements/grants ❖ Continuing education classes | <ul style="list-style-type: none"> ❖ Equipment maintenance started ❖ 2020 Tree City application submitted ❖ Work on Park and Rec master plan ❖ Ice rink setup |
|---|---|



Next Month and Future Projects www.oelwein.fun

- ❖ Disc golf course install
- ❖ Diamond 3 fencing
- ❖ Website work
- ❖ Finish shelter at Platt Park
- ❖ Remove old well houses at City Park
- ❖ Drinking fountains install
- ❖ Replace campground doors
- ❖ Diamond 1 building work
- ❖ Arching sign for entrance at Woodlawn
- ❖ Memorial bench install
- ❖ Assemble new tables for aquatic center
- ❖ Wings door replacement
- ❖ WIFI install campground
- ❖ Playground equip install Red Gate
- ❖ City Park electrical project
- ❖ Trail work/easements
- ❖ Electrical project at City Park
- ❖ Bathroom/shelter project at Red Gate Park
- ❖ Replace decking on old bridge
- ❖ Grant work
- ❖ Pool shelter install
- ❖ Motor/Pump replacement at pool
- ❖ Block signs at Woodlawn

Joshua Johnson MA
Oelwein Park Superintendent





Community Development Department Monthly Abatement/Code Enforcement Report

January 2021

Total Reported Properties

January came in swinging with 31 new cases. Of these, 16 were abatements (sanitation, rodents/animals, vehicles, some of which also had code enforcement issues) and the other 15 were code enforcement (structure related such as collapsing porches, missing siding, dilapidated garages, etc.). One of the cases was an abandoned vehicle in the street which was referred to the PD. Six cases were closed.

Online vs Staff Generated Activities

Of the 31 new cases, 26 were staff generated with the remaining 5 being complaints submitted online or called in.

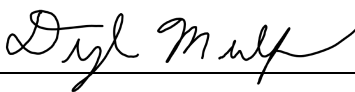
Progress on Cases

Of the 31 cases, six were closed with the remaining 25 in progress awaiting either responses from homeowners, compliance actions to be performed, or progress being made but not yet completed.

Next Month and Future Enforcement

We will continue to hit code cases and abatements strongly but may need to pull back a bit as rental inspections are once again on the table.

Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	734,010.27	96,839.57	160,143.28	(916.67)	669,789.89	<i>Item ii.</i>
051 County Emergency Manage	6,931.44	1,286.17	-	-	8,217.61	
110 Road Use Tax	659,499.49	74,212.33	53,623.85	-	680,087.97	
112 Trust and Agency	507,658.93	51,287.97	79,840.65	-	479,106.25	
113 Flex Spending	1,436.17	1,866.24	1,865.68	-	1,436.73	1,436.73
119 Emergency	22,649.01	2,654.02	-	-	25,303.03	
120 Sidewalks Repaired/Replaced	-	-	-	-	-	
121 Sales Tax	420,040.57	50,916.59	-	-	470,957.16	
122 Hotel/Motel Tax	69,983.19	17.32	1.00	-	69,999.51	
123 Gas-Electric Franchise Fee	686,231.28	153,119.17	6,748.40	(21,180.00)	811,422.05	
124 Library Bequest	374,808.75	158.76	-	-	374,967.51	
126 Downtown TIF	84,204.29	27,000.58	-	-	111,204.87	
127 Industrial Park TIF	-	3,507.57	-	-	3,507.57	
128 Ind Park SubFund TIF East Penn	848,710.64	1,509.13	-	-	850,219.77	
132 DARE	2,113.80	-	-	-	2,113.80	
136 Trees Forever	14,405.82	-	-	-	14,405.82	
146 Oelwein Housing Revolving Loan Fund	125,867.61	31.15	-	-	125,898.76	
160 Econ Dev (\$12,500 Wellness Res)	418,077.89	3,603.47	87,566.73	-	334,114.63	
161 IRP Revolving Loan	416,145.37	10,578.31	978.99	-	425,744.69	426,723.68
162 Downtown Business Grants	77,950.38	19.29	-	-	77,969.67	
166 NSP	-	-	-	-	-	
167 Oelwein Volunteer Fire Dept	14,121.57	-	1,196.00	916.67	13,842.24	
177 Forfeit Assets	3,260.10	-	-	-	3,260.10	
200 Debt Service	451,085.71	34,623.26	-	21,180.00	506,888.97	
201 Water Bondsinking	129,425.97	32.03	-	16,888.00	146,346.00	
202 Sewer Bondsinking	383,004.15	94.79	-	53,800.00	436,898.94	
205 Special Assessments	-	-	-	-	-	
214 2016A GO UR ED Bond Ind Pk Land	-	-	-	-	-	
269 Future Proposed Bond Sale	-	-	-	-	-	
282 CDBG Housing Rehab	554.72	-	-	-	554.72	
285 2009 Bond Sale	-	-	-	-	-	
286 2016B GO Bond (Rise City Port)	-	-	-	-	-	
287 2020 GO Bond	182,604.40	45.19	-	-	182,649.59	
288 2016D Water Revenue Bond	-	-	-	-	-	
302 Oelwein Housing Teardown	(399,350.06)	-	51,700.00	-	(451,050.06)	
305 Airport Grant	(96,331.41)	-	8,946.13	-	(105,277.54)	
307 Tri Park Trail Extensions	461,441.03	114.20	-	-	461,555.23	
314 Oel Ind Park E Penn/14th St Ext	491,523.23	121.64	-	-	491,644.87	
385 West Water Tower	(45,585.17)	-	4,387.31	-	(49,972.48)	
386 42 Well Rehab	(154,793.88)	-	-	-	(154,793.88)	
387 Pave 10th Street SE/Old Road	343,563.14	85.03	301,991.81	-	41,656.36	
397 Railroad Grant-Viaduct	39,291.18	9.72	-	-	39,300.90	
501 Cemetery Perp Care	289,991.75	0.21	-	-	289,991.96	4,991.96
600 Water (2016D Reserve \$67,000)	555,931.37	73,823.70	55,428.73	(16,888.00)	557,438.34	
601 Water Infrastructure Fee	1,062,082.32	16,342.83	192,858.30	-	885,566.85	
620 Customer Water Deposits	127,708.86	2,200.00	3,500.00	-	126,408.86	
640 Fuel	35,741.80	5,892.98	5,363.82	-	36,270.96	
670 Landfill	39,708.82	48,215.09	81,365.79	-	6,558.12	
671 Recycling	3,550.11	6,346.95	19,734.01	-	(9,836.95)	
672 ROW Trees Utility Fee	22,219.90	5,368.07	6,995.97	-	20,592.00	
680 Wellness Center	(10,461.87)	22,487.22	15,253.92	-	(3,228.57)	
700 Sewer/Waste Treatment	856,445.26	111,071.89	59,430.81	(52,055.00)	856,031.34	
701 Sewer Infrastructure Fee	172,770.66	5,399.20	-	(1,745.00)	176,424.86	
706 20th Street Lift Station	85,012.25	21.04	-	-	85,033.29	
	10,515,240.81	810,902.68	1,198,921.18		10,127,222.31	
Fidelity 999-1003 and Community 999-1004 Money Market Accounts						8,676,471.69
CD'S Cemetery \$285,000/Water Deposits \$100,000						385,000.00
Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002						432,173.38
Unapplied Accounts Receivable						-
Balance Checking Account 999-1000						633,577.24
Payroll Liabilities						-
					10,127,222.31	10,127,222.31

Signature:  Date: 2/2/2021

1/1/2021		1/31/2021		12/31/2020	
revenue	expense	transfer in	transfer out		
001-___-4	001-___-6	001-___-49	001-___-69	-	
051-___-4	051-___-6	051-___-49	051-___-69	-	
110-___-4	110-___-6	110-___-49	110-___-69	-	
112-___-4	112-___-6	112-___-49	112-___-69	-	
113-___-4	113-___-6	113-___-49	113-___-69	-	
119-___-4	119-___-6	119-___-49	119-___-69	-	
120-___-4	120-___-6	120-___-49	120-___-69	-	
121-___-4	121-___-6	121-___-49	121-___-69	-	
122-___-4	122-___-6	122-___-49	122-___-69	0.00	
123-___-4	123-___-6	123-___-49	123-___-69	-	
124-___-4	124-___-6	124-___-49	124-___-69	(0.00)	
126-___-4	126-___-6	126-___-49	126-___-69	-	
127-___-4	127-___-6	127-___-49	127-___-69	-	
128-___-4	128-___-6	128-___-49	128-___-69	(0.00)	
132-___-4	132-___-6	132-___-49	132-___-69	-	
136-___-4	136-___-6	136-___-49	136-___-69	-	
146-___-4	146-___-6	146-___-49	146-___-69	-	
160-___-4	160-___-6	160-___-49	160-___-69	-	
161-___-4	161-___-6	161-___-49	161-___-69	-	
162-___-4	162-___-6	162-___-49	162-___-69	-	
166-___-4	166-___-6	166-___-49	166-___-69	-	
167-___-4	167-___-6	167-___-49	167-___-69	(916.67)	
177-___-4	177-___-6	177-___-49	177-___-69	-	
200-___-4	200-___-6	200-___-49	200-___-69	(21,180.00)	
201-___-4	201-___-6	201-___-49	201-___-69	(16,888.00)	
202-___-4	202-___-6	202-___-49	202-___-69	(53,800.00)	
205-___-4	205-___-6	205-___-49	205-___-69	-	
214-___-4	214-___-6	214-___-49	214-___-69	-	
269-___-4	269-___-6	269-___-49	269-___-69	-	
282-___-4	282-___-6	282-___-49	282-___-69	-	
285-___-4	285-___-6	285-___-49	285-___-69	-	
286-___-4	286-___-6	286-___-49	286-___-69	-	
287-___-4	287-___-6	287-___-49	287-___-69	(0.00)	
288-___-4	288-___-6	288-___-49	288-___-69	-	
302-___-4	302-___-6	302-___-49	302-___-69	-	
305-___-4	305-___-6	305-___-49	305-___-69	-	
307-___-4	307-___-6	307-___-49	307-___-69	0.00	
314-___-4	314-___-6	314-___-49	314-___-69	-	
385-___-4	385-___-6	385-___-49	385-___-69	-	
386-___-4	386-___-6	386-___-49	386-___-69	-	
387-___-4	387-___-6	387-___-49	387-___-69	-	
397-___-4	397-___-6	397-___-49	397-___-69	-	
501-___-4	501-___-6	501-___-49	501-___-69	(0.00)	
600-___-4	600-___-6	600-___-49	600-___-69	-	
601-___-4	601-___-6	601-___-49	601-___-69	-	
620-___-4	620-___-6	620-___-49	620-___-69	-	
640-___-4	640-___-6	640-___-49	640-___-69	-	
670-___-4	670-___-6	670-___-49	670-___-69	-	
671-___-4	671-___-6	671-___-49	671-___-69	-	
672-___-4	672-___-6	672-___-49	672-___-69	-	
680-___-4	680-___-6	680-___-49	680-___-69	-	
700-___-4	700-___-6	700-___-49	700-___-69	-	
701-___-4	701-___-6	701-___-49	701-___-69	-	
706-___-4	706-___-6	706-___-49	706-___-69	-	
				(92,784.67)	
	633,577.24	9991000 Checking			Revenue check - should equal transfers
	0.00	9991111 Utility			
	0.00	9991112 Accounts Receivable			
001-1301	0.00	0012120 payroll liabilities			
	0.00	-2020 accounts payable			
	633,577.24	- Ckg Bal to match			
		Col I Line 62			

Item ii.

Report Criteria:

- Actual Amounts
- All Accounts
- Summarize Payroll Detail
- Print Grand Totals
- Include Only Description Comments
- Page and Total by FUND
- All Segments Tested for Total Breaks
- [Report].Account Number = "001280043110"- "001280065060"

Date	Journal	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
HANGAR RENT		12/31/2020 (12/20) Balance	001-2800-43110			10,101.00-
01/04/2021	AR	Payment Applied - Hangars - JIM TUCHSCHER			70.00-	
01/08/2021	AR	Payment Applied - Hangars - CHUCK & JUDY S			90.00-	
01/14/2021	AR	Payment Applied - Hangars - CHUCK & JUDY S			90.00-	
01/26/2021	AR	Payment Applied - Hangars - KYLE RICH-CRO			56.00-	
01/26/2021	AR	Payment Applied - Hangars - KYLE RICH-CRO			90.00-	
01/26/2021	AR	Payment Applied - Hangars - KYLE RICH-CRO			90.00-	
01/26/2021	AR	Payment Applied - Hangars - KYLE RICH-CRO			155.00-	
01/22/2021	AR	Payment Applied - Hangars - PAUL MARCOTT			65.00-	
01/27/2021	AR	Payment Applied - Hangars - JIM TUCHSCHER			70.00-	
01/29/2021	AR	Payment Applied - Hangars - GERALD OLSON			65.00-	
YTD Encumbrance		.00 YTD Actual	-10,942.00 Total	-10,942.00 YTD Budget	-15,000.00 Unearned	4,058.00
LAND RENT		12/31/2020 (12/20) Balance	001-2800-43120			.00
YTD Encumbrance		.00 YTD Actual	.00 Total	.00 YTD Budget	-30,000.00 Unearned	30,000.00
COURTESY CAR DONATIONS		12/31/2020 (12/20) Balance	001-2800-47053			.00
YTD Encumbrance		.00 YTD Actual	.00 Total	.00 YTD Budget	-250.00 Unearned	250.00
ELECTRICAL REIMBURSEMENT		12/31/2020 (12/20) Balance	001-2800-47100			55.00-
YTD Encumbrance		.00 YTD Actual	-55.00 Total	-55.00 YTD Budget	-500.00 Unearned	445.00
JET A/100LL FUEL REIMBURSEMENT		12/31/2020 (12/20) Balance	001-2800-47130			5,623.87-
YTD Encumbrance		.00 YTD Actual	-5,623.87 Total	-5,623.87 YTD Budget	-5,000.00 Unearned	(623.87)
MISC		12/31/2020 (12/20) Balance	001-2800-47990			.00
YTD Encumbrance		.00 YTD Actual	.00 Total	.00 YTD Budget	.00 Unearned	.00
SALARY		12/31/2020 (12/20) Balance	001-2800-60100			421.93
YTD Encumbrance		.00 YTD Actual	421.93 Total	421.93 YTD Budget	500.00 Unexpended	78.07
BUILDING		12/31/2020 (12/20) Balance	001-2800-63100			2,018.42
01/11/2021	AP	MULGREW OIL CO		747.16		
		**Desc: LP GAS AIRPORT				
01/22/2021	AP	MULGREW OIL CO		410.83		
		**Desc: LP GAS AIRPORT				
YTD Encumbrance		.00 YTD Actual	3,176.41 Total	3,176.41 YTD Budget	2,500.00 Unexpended	(676.41)

Date	Journal	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance	
VEHICLE		12/31/2020 (12/20) Balance	001-2800-63310			228.11	
YTD Encumbrance	.00	YTD Actual	228.11 Total	228.11	YTD Budget	1,000.00 Unexpended	771.89
COMMUNICATIONS		12/31/2020 (12/20) Balance	001-2800-63730			450.27	
01/01/2021	AP	COMMUNITY DIGITAL WIRELESS LLC **Desc: AIRPORT INTERNET SERVICE		43.95			
01/01/2021	AP	AUREON COMMUNICATIONS **Desc: AIRPORT PHONE SERVICE		31.26			
YTD Encumbrance	.00	YTD Actual	525.48 Total	525.48	YTD Budget	1,000.00 Unexpended	474.52
UTILITIES		12/31/2020 (12/20) Balance	001-2800-63810			1,913.37	
01/05/2021	AP	EAGLE POINT ENERGY 5 LLC **Desc: ELECTRIC SERVICE		139.72			
01/12/2021	AP	ALLIANT ENERGY **Desc: ELECTRIC SERVICE		21.04			
01/02/2021	AP	BLACKHAWK WASTE DISPOSAL CO INC **Desc: GARBAGE PICKUP		28.00			
YTD Encumbrance	.00	YTD Actual	2,102.13 Total	2,102.13	YTD Budget	5,500.00 Unexpended	3,397.87
CONTRACTS		12/31/2020 (12/20) Balance	001-2800-64950			17,300.04	
01/01/2021	AP	TEGELER AVIATION LLC **Desc: JANUARY FBO FEE		2,883.34			
YTD Encumbrance	.00	YTD Actual	20,183.38 Total	20,183.38	YTD Budget	35,000.00 Unexpended	14,816.62
EQUIPMENT		12/31/2020 (12/20) Balance	001-2800-65041			2,553.44	
12/30/2020	AP	JOHN DEERE FINANCIAL F.S.B. **Desc: PARTS REPAIR HYD HOSE - TRACTOR		34.46			
YTD Encumbrance	.00	YTD Actual	2,587.90 Total	2,587.90	YTD Budget	2,500.00 Unexpended	(87.90)
OFFICE SUPPLIES		12/31/2020 (12/20) Balance	001-2800-65060			488.60	
12/03/2020	AP	STOREY KENWORTHY CORP **Desc: ENVELOPES - WINDOW & REGULAR		21.25			
01/17/2021	AP	QUADIENT FINANCE USA INC **Desc: POSTAGE 10/21/2020--1/8/2021		22.55			
YTD Encumbrance	.00	YTD Actual	532.40 Total	532.40	YTD Budget	500.00 Unexpended	(32.40)

Number of Transactions: 21	Number of Accounts: 14	Debit	Credit	Proof
Total GENERAL:		4,383.56	841.00-	3,542.56
Number of Transactions: 21	Number of Accounts: 14	Debit	Credit	Proof

Date	Journal	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
Grand Totals:				<u>4,383.56</u>	<u>841.00-</u>	<u>3,542.56</u>

Report Criteria:

- Actual Amounts
 - All Accounts
 - Summarize Payroll Detail
 - Print Grand Totals
 - Include Only Description Comments
 - Page and Total by FUND
 - All Segments Tested for Total Breaks
 - [Report].Account Number = "001280043110"- "001280065060"
-

CITY OF OELWEIN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2021

Item ii.

GENERAL

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>AIRPORT</u>					
001-2800-43110	HANGAR RENT	841.00	10,942.00	15,000.00	4,058.00	73.0
001-2800-43120	LAND RENT	.00	.00	30,000.00	30,000.00	.0
001-2800-47053	COURTESY CAR DONATIONS	.00	.00	250.00	250.00	.0
001-2800-47100	ELECTRICAL REIMBURSEMENT	.00	55.00	500.00	445.00	11.0
001-2800-47130	JET A/100LL FUEL REIMBURSEMENT	.00	5,623.87	5,000.00	(623.87)	112.5
	TOTAL AIRPORT	841.00	16,620.87	50,750.00	34,129.13	32.8
	TOTAL FUND REVENUE	841.00	16,620.87	50,750.00	34,129.13	32.8

CITY OF OELWEIN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2021

Item ii.

GENERAL

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>AIRPORT</u>						
001-2800-60100	SALARY	.00	421.93	500.00	78.07	84.4
001-2800-63100	BUILDING	1,157.99	3,176.41	2,500.00	(676.41)	127.1
001-2800-63310	VEHICLE	.00	228.11	1,000.00	771.89	22.8
001-2800-63730	COMMUNICATIONS	75.21	525.48	1,000.00	474.52	52.6
001-2800-63810	UTILITIES	188.76	2,102.13	5,500.00	3,397.87	38.2
001-2800-64950	CONTRACTS	2,883.34	20,183.38	35,000.00	14,816.62	57.7
001-2800-65041	EQUIPMENT	34.46	2,587.90	2,500.00	(87.90)	103.5
001-2800-65060	OFFICE SUPPLIES	43.80	532.40	500.00	(32.40)	106.5
	TOTAL AIRPORT	<u>4,383.56</u>	<u>29,757.74</u>	<u>48,500.00</u>	<u>18,742.26</u>	<u>61.4</u>
	TOTAL FUND EXPENDITURES	<u>4,383.56</u>	<u>29,757.74</u>	<u>48,500.00</u>	<u>18,742.26</u>	<u>61.4</u>
	NET REVENUE OVER EXPENDITURES	<u>(3,542.56)</u>	<u>(13,136.87)</u>	<u>2,250.00</u>	<u>15,386.87</u>	<u>(583.9)</u>