



## Agenda

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

October 14, 2024  
Oelwein, Iowa

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**Mayor:** Brett DeVore

**Mayor Pro Tem:** Matt Weber

**Council Members:** Karen Seeders, Anthony Ricchio, Lynda Payne, Dave Garrigus, Dave Lenz

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**Pledge of Allegiance**

**Call to Order**

**Roll Call**

**Additions or Deletions**

**Citizens Public Comments** - See Guidelines for Public Comments Below

1. Public Comment Policy.

**Consent Agenda**

2. Consideration of a motion to approve the September 23, 2024 minutes.
3. Consideration of a motion to approve the Class 'C' Retail Alcohol License for Viper Lanes.

**Resolutions**

4. Consideration of a resolution to approve the contract with Iowa Economic Development Authority for the CDBG Community Facilities and Services Grant Award (24-CF-002).
5. Consideration of a resolution to approve the contract with Upper Explorerland Regional Planning Commission for the CDBG Community Facilities and Services Grant Award (24-CF-002).
6. Consideration of a resolution to approve the CDBG subrecipient agreement between City of Oelwein and RISE Ltd. for the CDBG Community Facilities and Services Grant Award (24-CF-002).
7. Consideration of a resolution adopting policies compliant to the CDBG Community Facilities and Services Grant Award (24-CF-002).
8. Consideration of a resolution approving Change Order No. 4 in the amount of -\$15,777.64 to Heartland Asphalt for 2024 Street Improvement Project.
9. Consideration of a resolution approving Pay Application No. 4 in the amount of \$5,242.58 to Heartland Asphalt, Inc. for 2024 Street Improvements Project.
10. Consideration of a resolution approving Final Pay Application No. 5 in the amount of \$30,887.99 to Heartland Asphalt, Inc. for 2024 Street Improvements Project.

- [11.](#) Consideration of a resolution approving the completion of the 2024 Street Improvement Project with Heartland Asphalt, Inc.
- [12.](#) Consideration of a resolution approving Change Order No. 2 in the amount of \$0.00 and the extension of 42 days to Shift Companies, LLC. for Reed Bed Expansion and EQ Basin Liner Replacement Project.
- [13.](#) Consideration of a resolution approving the Bryan Construction bid for the 2024 Residential Home Demolition Project in the amount of \$47,500.00.
- [14.](#) Consideration of a resolution approving a contract for engineering services from VJ Engineering for the facilitation of tear down of 27 South Frederick in the amount of \$12,500.00.
- [15.](#) Consideration of a resolution approving a three-year agreement with Oelwein Youth Sports Association for recreational and league programing in the amount of \$30,000 annually.
- [16.](#) Consideration of a resolution approving a one-year lease agreement with Michael Wilhelms owner of Sky Valley Aviation, LLC. for Fixed Based Operator Services at the Oelwein Municipal Airport from November 1, 2024 to October 31, 2025 in the amount of \$650 monthly.
- [17.](#) Consideration of a resolution approving a contract with Horan Cleaning for cleaning services for the Oelwein Municipal Airport.
- [18.](#) Consideration of a resolution approving the direction from the Planning, Finance, Enterprise, and Economic Development Committee on the demolition application for 419 East Charles Street to Roger Culbert.
- [19.](#) Consideration of a resolution approving the direction from the Planning, Finance, Enterprise, and Economic Development Committee on the demolition application for 411 and 411 1/2 1st Avenue NE to Mary and Todd Bender.
- [20.](#) Consideration of a resolution approving the direction from the Planning, Finance, Enterprise, and Economic Development Committee on the demolition application for 33 5th Street NW to John Block.

#### **Motions**

- [21.](#) Consideration of a motion to discuss with possible action Oelwein Celebrations, Inc. Hotel Motel funding.

#### **Committee Reports**

- [22.](#) Report from Ricchio on the September Airport Board minutes.

#### **Council Updates**

#### **Mayor's Report**

- [A.](#) Vacancies on Boards and Commissions.

#### **City Administrator's Report**

- [A.](#) City Administrator.

#### **Adjournment**

- [ii.](#) Additional Information.

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





Public Comment Policy  
 Oelwein Guidelines for Public Participation during City Council Meetings  
 Adopted by Council Resolution 5495-2023

1. Regular City Council Meetings “Public Comments” on non-agenda items.
  - a. The first opportunity for public comment is listed on the agenda as “Public Comments”. This time is set aside for the public to address the City Council on issues not scheduled on the agenda. It is not to be confused with a public hearing, which is a formal proceeding conducted for the purpose of discussing a specific topic, such as the city budget.
  - b. Anyone wishing to address the City Council must adhere to the following “Rules of Procedure and Decorum”:
    - i. Be recognized by the Mayor or Mayor Pro Tem.
    - ii. State their name and address.
    - iii. Speak from the podium in a civil, non-argumentative and respectful manner.
    - iv. Whenever a group wishes to address the City Council on the same subject, the Mayor may request that a spokesperson be chosen by the group to avoid significant repetitive comments. Follow up comments by others that are similarly minded, should be limited to acknowledging their agreement with the comments made by the spokesperson or any other prior speaker, and not merely repeating previously made comments.
    - v. Each person wishing to speak during the public comment period shall be given three (3) minutes to share their comments.
    - vi. Speakers will be required to speak into the microphone, speak clearly and succinctly, to ensure all in attendance, in person or virtually, can clearly hear and understand what is being said.
    - vii. All remarks shall be directed to the Mayor and City Council as a body rather than to the Mayor, any particular Councilmember, or any member of the staff or audience.
    - viii. If the speaker intends to share any documents the City Council during their comments, a copy must also be provided to the City Clerk. If the speaker is reading a “statement” to the Council, it is requested that a copy of the “statement” be provided to the City Clerk so as to have a clear and accurate record of what was said.
    - ix. Speakers shall refrain from the use of profanity; language likely to incite violence or outbursts from the audience; language that is disruptive to the orderly process of the meeting; engaging in conversations with individual council members; making comments of a personal nature regarding others; shouting, yelling or screaming.
    - x. Speakers shall not continue to address the City Council once they have left the podium and will at no point address or engage in conversation with the Mayor, Council, or staff from their seat.
  - c. Other matters relevant to the Public Comment section reference topics not on the Agenda.
    - i. Should the Mayor or Council request clarifications from the speaker the Mayor, in the Mayor’s sole discretion, may provide additional time to the speaker.



- ii. The Mayor or Mayor Pro Tem, in the sole discretion of the Mayor or Mayor Pro Tem in the absence of the Mayor, may provide additional time or reduce time allowed any speaker and/or make other allowances or judgements deemed appropriate under the circumstances, in the Mayor's capacity as the presiding official.
- iii. In many cases, the speaker will be directed to meet with staff outside of the meeting to further discuss, obtain answers to questions, to resolve the issue, and/or to discuss next steps.
- iv. Other than asking a question to clarify a statement made by the speaker, Council members shall refrain from entering into a dialogue with the speaker. This portion of the agenda is not intended for a discussion or debate between the City Council and the speaker and should not be used for that purpose. Iowa Code requires public notice of all items to be considered/debated to be posted at least twenty-four (24) hours in advance of the meeting. Therefore, Council discussion or debate on a topic brought up in the public comment section would be a violation of Iowa Code.
- v. The Mayor is responsible for maintaining order and decorum and will not allow the speaker, or any other person in attendance, to make personal attacks or inflammatory comments and will, when appropriate, direct any person violating any of the rules set forth herein to be quiet, to sit down and/or return to their seat as appropriate. Failure to comply with directives of the Mayor may result in the person being asked to leave the meeting or removed from the meeting. The Mayor may call for a break or recess to allow the speaker to leave or be removed from the meeting.

## 2. City Council Meetings "Public Comments" on Agenda Items during the meeting

- a. The City Council meeting is designed for the City Council to discuss and make decisions on the various issues on the agenda. The procedure for introduction, consideration, and action on agenda items is as follows:
  - i. Each agenda item is introduced by the Mayor
  - ii. The Mayor asks for a staff presentation or clarification of any relevant staff report.
  - iii. If dealing with an issue tied to an applicant, the Mayor may ask for comments from the applicant.
  - iv. The Mayor will then request whether any person in attendance wished to comment on the agenda item.
  - v. After the cessation of Council debate and any other comments as appropriate, the Mayor will call for a motion and second.
  - vi. Once a motion has been made and seconded, no additional comments will be received from the public, only City Council debate, with staff input as appropriate, will occur from this point forward.
- b. The rules for addressing the City Council at the designated time during this portion of the meeting are:
  - i. The speaker must be recognized by the Mayor.
  - ii. The speaker must speak from the podium and must provide their name and address for the record.



- iii. At no time will members of the public be allowed to enter into the City Council discussion from their seat. Upon recognition by the Mayor, a person may only be allowed to speak at the podium during the City Council discussion so long as the Mayor finds the comments to be germane, necessary and/or helpful to the City Council.
  - iv. No speaker will be allowed to speak more than once on any agenda item unless clarification is requested by the City Council and permission granted by the Mayor.
  - v. When an agenda includes a “Public Hearing”, any comments from the Public will only be received during the Public Hearing, not after the Public Hearing during consideration of any action item tied to the Public Hearing discussion.
  - vi. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items.
3. Public Hearings
- a. When an item under consideration requires a public hearing by statute, the Mayor will open and facilitate the public hearing. Public comments will be received in the same manner, and subject to, all provisions described and set forth under Paragraph 2 of this Policy.
  - b. Reasonable limitations on the number of speakers and time allowed to speak may be imposed by the Mayor in order to keep the meeting moving.
  - c. Public hearings are held to gather data and opinions from the public to assist and facilitate the decision-making process.
  - d. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items..
4. Public Comments at Council Workshops / Work Sessions.
- a. The committee chair runs the work session. The purpose of work sessions is to allow staff to present material and for the Council to have time to discuss and consider issues in greater detail before taking action.
  - b. Public Comments:
    - i. Because the Workshop/Work Session is designed for discussion among the members of the City Council and staff, public comment is not warranted. A member of the audience may only speak should the chair recognizes a member of the public or interested party or if a Council member requests that a member of the public be recognized. If so recognized, the same rules of decorum as listed for Council meetings apply, and the chair may impose any and all other restrictions deemed appropriate in the sole discretion of the chair.
  - c. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items.
5. Rules of Decorum for the Audience during Council Meetings and Work Sessions
- a. Meeting attendees (the audience):



- i. Will refrain from commenting, clapping, shouting, booing, or other inappropriate and/or disruptive behavior.
  - ii. Will refrain from private conversations during meetings.
  - iii. Should not address Council members in individual conversation or make comments to individual Council members.
6. Contacting City Council Members outside of Meetings
  - a. You may contact your City Council member at any time. Their contact information is on the City's website (<https://www.cityfoelwein.org>) at the button marked Government then City Council. Phone numbers may be provided City Hall should permission be given by the elected official.



# Minutes

City Council Meeting  
20 Second Avenue SW, Oelwein  
September 23, 2024 - 6:00 PM

## Pledge of Allegiance

## Call to Order

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

## Roll Call

**Present:** Garrigus, Ricchio (via phone), Seeders, Payne, Weber, Lenz (via phone)

**Also Present:** Mayor DeVore, City Clerk Rigdon, Administrative Assistant McKee

**Absent:** NA

## Additions or Deletions

A motion was made by Weber, seconded by Garrigus to approve the agenda as presented.

All aye. Motion carried.

## Consent Agenda

2. Consideration of a motion to approve the September 9, 2024 minutes.
3. Claims resolution in the amount of \$543,193.69.
4. Consideration of a resolution authorizing temporary closure of public ways or grounds for Oelwein Chamber and Area Development on December 6th, 2024.  
*Resolution No. 5630-2024 was applied to this resolution.*
5. Consideration of a motion to approve the Class 'C' Retail Alcohol License for First Garden.
6. Consideration of a motion to approve 2024-2025 Cigarette/Tobacco Permit for The Spot #7.

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

All aye. Motion carried.

## Public Hearing

7. Public Hearing for September 23rd, 2024 at 6:00 PM in the Oelwein City Council Chambers for the proposed sale of city owned real property located at 531 3rd Avenue SE in the amount of \$1,000.00 to Michael and Fatafehi Wilson.

Mayor DeVore opened the public hearing.

No oral or written comments were received.

Mayor DeVore closed the public hearing.

## Resolutions

8. Consideration of a resolution approving the proposed sale of city owned real property located at 531 3rd Avenue SE in the amount of \$1,000.00 to Michael and Fatafehi Wilson.

A motion was made by Seeders, seconded by Weber to adopt Resolution No. 5631-2024.

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

Nays: NA

Motion carried.

9. Consideration of a resolution matching funds to the Northeast Iowa Regional Housing Trust Fund of \$20,000.00 for 2025, 2026, and 2027.

Chris Troendle, Upper Explorerland Regional Planning Commission, spoke on the fund's uses and impact in the community.

A motion was made by Weber, seconded by Payne to adopt Resolution No. 5632-2024.

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

Nays: NA

Motion carried.

10. Consideration of a resolution approving Pay Application No. 7 to Shift Companies in the amount of \$177,585.87 for the Oelwein Reed Bed Expansion and EQ Liner.

A motion was made by Garrigus, seconded by Weber to adopt Resolution No. 5633-2024.

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

Nays: NA

Motion carried.

11. Consideration of a resolution approving Pay Application No. 1 to Woodruff Construction in the amount of \$1,883.85 for the Oelwein Municipal Airport Airfield Vault.

A motion was made by Garrigus, seconded by Weber to adopt Resolution No. 5634-2024.

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

Nays: NA

Motion carried.

12. Consideration of a resolution setting a date for a public hearing on the Urban Renewal Plan Amendment for the Central Urban Renewal Area.

A motion was made by Seeders, seconded by Weber to adopt Resolution No. 5635-2024, setting the public hearing date for October 28<sup>th</sup>, 2024 at 6:00 PM.

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

Nays: NA

Motion carried.

## Motions

13. Consideration of a motion to allow staff to seek bids for farm ground around the Oelwein Airport.

A motion by Weber, seconded by Payne to allow staff to seek bids for farm ground around the Oelwein Airport.

All aye.

Motion carried.

14. Consideration of a motion to lease the mechanics hangar to Streeter Flying Service from October 1 to November 30 in the amount of \$500 monthly.

A motion by Garrigus, seconded by Weber to lease the mechanics hangar to Streeter Flying Service from October 1 to November 30 in the amount of \$500 monthly.

All aye.

Motion carried.

**Committee Reports**

- 15. Report from Ricchio on the September Airport Board minutes.  
For full minutes, please visit: <https://www.cityofelwein.org/bc-ab/page/airport-board-38>
- 16. Report from Seeders on the September Library Board minutes.  
For full minutes, please visit: <https://www.oelwein.lib.ia.us/about/library-board-minutes-1>
- 17. Report from Garrigus on the September Park and Recreation Commission minutes.  
For full minutes, please visit: <https://www.cityofelwein.org/bc-parks/page/parks-and-recreation-18>

**Council Updates**

Payne had updated Council on the refund request which was made to Oelwein Celebrations and what options were available and guidance on how to proceed.

**Mayor's Report**

- A. Consideration of a motion to appoint Anthony Reinking to the Airport Board.  
A motion was made by Garrigus, seconded by Seeders to appoint Anthony Reinking to the Airport Board.  
All aye. Motion carried.

**Adjournment**

A motion was made by Weber, seconded by Payne to adjourn the meeting at 6:37 PM.  
All aye. Motion carried.

\_\_\_\_\_  
Brett DeVore, Mayor

ATTEST:

\_\_\_\_\_  
Barbara Rigdon, City Clerk/Treasurer

I, Barbara Rigdon, City Clerk/Treasurer 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 September 23, 2024 and copy of said proceedings was furnished to the Register September 25, 2024.

\_\_\_\_\_  
Barbara Rigdon, City Clerk/Treasurer



## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
VIPER LANES, L.L.C.	VIPER LANES DBA PJ's Bar & Grill	(319) 238-8352		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
100 West Charles Street		Oelwein	Fayette	50662
MAILING ADDRESS	CITY	STATE	ZIP	
100 West Charles Street	Oelwein	Iowa	50662	

## Contact Person

NAME	PHONE	EMAIL
DEAN HENDRICKS	(563) 608-9699	viperlanes@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0050551	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Nov 6, 2024	Nov 5, 2025	

### SUB-PERMITS

Class C Retail Alcohol License

### PRIVILEGES





## Status of Business

### BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Dean Hendricks	Oelwein	Iowa	50662	Sole Member	100.00	Yes

## Insurance Company Information

### INSURANCE COMPANY

Illinois Casualty Co

### POLICY EFFECTIVE DATE

Oct 25, 2024

### POLICY EXPIRATION DATE

Nov 6, 2025

### DRAM CANCEL DATE

### OUTDOOR SERVICE EFFECTIVE DATE

### OUTDOOR SERVICE EXPIRATION DATE

### BOND EFFECTIVE DATE

### TEMP TRANSFER EFFECTIVE DATE

### TEMP TRANSFER EXPIRATION DATE

RESOLUTION NO. \_\_\_\_\_-2024

A RESOLUTION OF THE CITY OF OELWEIN, IOWA APPROVING THE CONTRACT WITH IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR THE 2024 CDBG GRANT FOR COMMUNITY FACILITIES AND SERVICES IMPROVEMENTS

WHEREAS, the City of Oelwein was awarded Community Development Block Grant funds from the Iowa Economic Development Authority and;

WHEREAS, the City of Oelwein wishes to comply with all State and Federal regulations in connection with the grant award, and;

WHEREAS, the City of Oelwein acknowledges that a signed contract with Iowa Economic Development Authority is part of the regulations;

NOW, THEREFORE, BE IT RESOLVED, that the City of Oelwein approve the contract with Iowa Economic Development Authority for Community Development Block Program Contract 24-CF-002.

Passed and approved this 14th day of October, 2024.

\_\_\_\_\_  
Brett DeVore, Mayor

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024

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

AYES      NAYS      ABSENT      ABSTAIN

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

# Contracts and Policies for Adoption as Required by CDBG Rules

## *Oelwein Day Habilitation Center Improvements Project* *Community Facilities and Services Project (24-CF-002)*

- **Resolution** – to approve the contract with Iowa Economic Development Authority
  - **Iowa Economic Development Authority Community Development Block (CDBG) Program Contract** – The City’s contract with the State, on behalf of RISE Ltd.
  
- **Resolution** – to approve the contract with Upper Explorerland Regional Planning Commission (UERPC)
  - **UERPC Contract for Services** – The City’s contract with UERPC for federal grant administration services for approving in the amount of \$27,000, on behalf of RISE Ltd. All admin costs are covered by the grant.
  
- **Resolution** – to approve the subrecipient agreement with RISE Ltd.
  - **Subrecipient Agreement between City of Oelwein and RISE Ltd.**- The City’s subrecipient agreement with RISE Ltd. stating that RISE Ltd. will cover 100% of the local match.
  
- **Resolution** – to adopt the following policies, on behalf of RISE Ltd.:
  1. **Code of Conduct** – States that if an officer, employee or agent of the City has a conflict of interest in the award of any contract under this grant, that individual will remove themselves from voting on the award.
  2. **CDBG Procurement Policies and Procedures** – States that the City will procure for services, construction, and supplies in the manner set forth in this policy.
  3. **Equal Opportunity Policy Statement** – States that the City does not discriminate in its hiring practices.
    - a. *Note: Once signed, please post a physical copy of this statement at City Hall.*
  4. **Policy on the Prohibition of the Use of Excessive Force** – States that the City will not use excessive force to bar anyone from peacefully protesting.
  5. **Residential Anti-displacement and Relocation Assistance Plan (RARA)** – States that the City will, to the best of its ability, not relocate any persons in connection with this grant.
  6. **Affirmative Action Plan** – States that the City will not discriminate in its hiring practices and that none of the project contractors will either. Specific contract language will be included in each contractor contract.
  7. **Affirmative Fair Housing Policy** – States that the City will do all it can to further fair housing and that the City won’t discriminate.

### Also included:

- **Procurement Certification of Compliance** – No action needed, but the Mayor needs to sign per CDBG requirements.
- **Acknowledgement of Environmental Review Requirements** – No action needed, but the Mayor needs to sign per CDBG requirements.
- **Environmental Review Record signature pages** – No action needed, but the Mayor needs to sign only (do not date yet) per CDBG requirements. (NOTE- date will be added closer to Environmental Review Record finalization).
- **Request for Release of Funds and Certification HUD 7015.15 form** – No action needed, but the Mayor needs to sign only (do not date yet) per CDBG requirements. (NOTE- date will be added closer to Environmental Review Record finalization)

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF OELWEIN, IOWA  
APPROVING THE CONTRACT WITH IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR  
THE 2024 CDBG GRANT FOR COMMUNITY FACILITIES AND SERVICES IMPROVEMENTS

WHEREAS, the City of Oelwein was awarded Community Development Block Grant funds from the Iowa Economic Development Authority and;

WHEREAS, the City of Oelwein wishes to comply with all State and Federal regulations in connection with the grant award, and;

WHEREAS, the City of Oelwein acknowledges that a signed contract with Iowa Economic Development Authority is part of the regulations;

NOW, THEREFORE, BE IT RESOLVED, that the City of Oelwein approve the contract with Iowa Economic Development Authority for Community Development Block Program Contract 24-CF-002.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Brett DeVore, Mayor

ATTEST:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

IOWA ECONOMIC DEVELOPMENT AUTHORITY  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
CONTRACT

RECIPIENT: Oelwein Day Habilitation Center Improvements Project  
CONTRACT NUMBER: 24-CF-002  
EFFECTIVE DATE: October 1, 2024  
AWARD AMOUNT: \$382,659  
END DATE: October 1, 2027

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

**ARTICLE 1**  
**DEFINITIONS**

As used in this Contract, the following terms shall apply:

1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).

1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.

1.3 **ADMINISTRATIVE CODE.** "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.

1.4 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.

1.5 **APPLICATION.** "Application" is the Application the Recipient submitted in IowaGrants.gov.

1.6 **BUDGET.** "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.

1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).** "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.

1.8 **CONTRACT.** "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar



documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract, including the CDBG grant Application together with any related submittal documents.

1.9 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** "Grant" means the award of CDBG funds to the Recipient for Project activities.

1.11 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.

1.12 **IOWAGRANTS.GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at [www.iowaGrants.gov](http://www.iowaGrants.gov).

1.13 **LOW- AND MODERATE-INCOME FAMILIES.** "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.14 **LOW- AND MODERATE-INCOME PERSONS.** "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.

1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in IowaGrants.gov and approved by the Authority.

1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

## **ARTICLE 2** **FUNDING**

2.1 **FUNDING SOURCE.** The source of funding for the Grant is a Federal appropriation for the Community Development Block Grant (CDBG) Program.

2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.



**ARTICLE 3**  
**TERMS OF GRANT**

3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 **LOCAL EFFORT REQUIREMENTS.** The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports." The Authority agrees to allow a delay in the contribution of local cash until null. When a delay is allowed, the delay shall be until the specified date or until two-thirds of the grant amount has been drawn down, whichever come first, at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal to local funds specified in the Budget.

3.4 **ADMINISTRATION.** This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.

3.5 **SATISFACTORY PERFORMANCE.** For all projects requiring approval of final plans and specifications by the Iowa Department of Natural Resources, said approval shall be completed within eighteen (18) months of the Effective Date of this contract.

**ARTICLE 4**  
**PERFORMANCE TARGET ACHIEVEMENT**

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.

4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

**ARTICLE 5**  
**USE OF FUNDS**

5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".

5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.

5.3 **BUDGET REVISIONS.** Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.



5.4 **GENERAL ADMINISTRATIVE COST LIMITATIONS.** Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total CDBG funds as specified in the "Budget Activity". Total administrative costs (Federal plus local) on the Project shall not exceed ten percent (10%) of total Project "Budget Activity". Program income received by the Recipient during the Contract period is subject to the ten percent (10%) administrative cost limitation.

5.5 **COST VARIATION.**

(a) In the event that the total Project cost is less than the amount specified in the Agreement and the "Budget Activity", the CDBG participation shall be reduced at the same ratio to the total Project cost reduction as the original ratio of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately to the Authority.

(b) In the event that the total Project cost is greater than the amount specified in the "Budget Activity", the Authority shall, upon request, consider increasing the CDBG participation in the same ratio to the total increase in Project cost as the original ratio of CDBG funds to the total Project costs. The consideration of an increase of CDBG funds for a Project shall be subject to availability of funds, determination of reasonable and allowable costs, and all other applicable program rules.

(c) The Recipient may request the Authority to increase the CDBG participation to an amount that is higher than the proportional ratio. The Authority may permit such a higher increase if, in the Authority's judgment, the Recipient has demonstrated financial hardship.

**ARTICLE 6**  
**CONDITIONS TO DISBURSEMENT OF FUNDS**

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

6.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.

6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

6.3 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

6.4 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(l) of the Housing and Community Development Act of 1974, as amended.

6.5 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

6.6 **EQUAL OPPORTUNITY POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's equal opportunity policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.7 **PROCUREMENT POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's procurement policy, consistent with 2 CFR 200.318.

6.8 **FAIR HOUSING POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the



Recipient's fair housing policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.9 **CODE OF CONDUCT.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's code of conduct, consistent with 2 CFR 200.318.

6.10 **CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.10 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
11 - Handicap Centers	6.10(b) - Review of handicap accessibility-Letter from architect

(a) **DEPARTMENT OF NATURAL RESOURCES APPROVAL.** Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.

(b) **REVIEW OF HANDICAPPED ACCESSIBILITY.** Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.

(c) **DEPARTMENT OF HEALTH APPROVAL.** Construction shall not begin prior to receipt of written approval from the Iowa Department of Health.

(d) **FRANCHISE ORDINANCE/28E AGREEMENT.** Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.

(e) **BULK PURCHASE AGREEMENT.** Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.

(f) **RURAL WATER CONNECTION FEE PROJECTS.** Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.

(g) **STATE BUILDING CODE BUREAU APPROVAL.** Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

(h) **FAÇADE EASEMENTS.** Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all recorded façade easements with property owners when required for downtown revitalization.

(i) **STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.** Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with the original Application or "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to [www.iowagrants.gov](http://www.iowagrants.gov) a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual.

(j) **IOWA GREEN STREETS CRITERIA CONSTRUCTION DOCUMENTS.** Prior to bidding, the Recipient shall submit final design and construction documents and Iowa Green Streets Criteria Appendix C for the Authority to review for consistency with the original Application subsequently approved by the Authority when required for applicable Community Facilities and Downtown Revitalization projects as identified in their application.



(k) **PERPETUAL RESTRICTIONS.** Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.7 and 5.8 of this Contract.

6.11 **CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.11 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS	OUTSIDE AGENCY
11 - Handicap Centers	6.7(b)	

(a) **FUNDING.** Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid. If the other funding is not obligated to the Recipient within 6 months following the announcement of the CDBG award, the CDBG funds shall be considered available to the Authority for allocation to other Projects, and the provisions of the CDBG Administrative Rules concerning contingent awards shall apply.

(b) **SUBRECIPIENT AGREEMENT.** Prior to release of funds under this contract and prior to the Recipient entering in to a Subrecipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient Agreement (as applicable).

(c) **CONTINGENT FUNDING.** The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.

(d) **LONG TERM LEASE AGREEMENT.** Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.

**ARTICLE 7**  
**REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.



7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

7.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

**ARTICLE 8**  
**COVENANTS OF THE RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) **PROJECT WORK AND SERVICES.** The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) **REPORTS.** The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

*The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG program.*

<u>REPORT</u>	<u>DUE DATE</u>
1. Request for Payment / Activity Status Report	As funds are needed
2. Section 3 Report (if applicable)	Submitted annually
3. Updates to the Applicant/Recipient Disclosure Report	As needed due to changes
4. Iowa Green Streets Criteria Appendices D and E or F (if applicable)	Upon construction completion
5. Final request for Payment / Status Report	Within 30 days of End Date
6. Form 3-D, Final Accomplishments and Equal Opportunity Data (if applicable)	Within 30 days of End Date
7. Single Audit Form (required)	Within 30 days of receipt of Notice to Close letter
8. Audit Report (if applicable)	Within 30 days of audit completion

(c) **RECORDS.** The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for the greater of **three years after the date the recipient is notified that the state CDBG contract has been closed with HUD**, or the period required by other applicable laws and regulations as described in § 570.487 and § 570.488. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) **ACCESS TO RECORDS/INSPECTIONS.** The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State



Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

(e) USE OF GRANT FUNDS. The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

(f) DOCUMENTATION. The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

(g) NOTICE OF PROCEEDINGS. The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.

(i) NOTICE TO AUTHORITY. In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

(j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations



which implement these laws.

(ix) National Environmental Policy Act of 1969 and implementing regulations.

(x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.

(xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.

(xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.

(xiv) Fair Labor Standards Act and implementing regulations.

(xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.

(xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.

(xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

(xviii) Drug-Free Workplace Act.

(k) BUILD AMERICA, BUY AMERICA (BABA). The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

(l) MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE. The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

(m) PROJECT PHOTOS. At IEDA's request, Recipient will assist IEDA in obtaining photos of the project by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide any necessary access to the project.

8.2 NEGATIVE COVENANTS. During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

(a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.

(b) ADMINISTRATION. Discontinue administration activities under the Contract.

**ARTICLE 9**  
**DEFAULT AND REMEDIES**

9.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:

(a) **MATERIAL MISREPRESENTATION.** If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(b) **NONCOMPLIANCE.** If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.

(c) **END DATE.** If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.

(d) **MISSPENDING.** If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.

(e) **INSURANCE.** If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

9.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

(a) exercise any remedy provided by law,

(b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

**ARTICLE 10**  
**INCORPORATED DOCUMENTS**

10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:

- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at [www.iowaeconomicdevelopment.com/Community/CDBG](http://www.iowaeconomicdevelopment.com/Community/CDBG).

10.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern:

- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at <https://www.iowaeda.com/cdbg/>.



**ARTICLE 11  
MISCELLANEOUS**

11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

11.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.5 **NOTICES.** Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be in delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION.** It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS.** The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

**RECIPIENT: Oelwein Day Habilitation Center Improvements Project**

BY: \_\_\_\_\_  
Mayor  
Oelwein Day Habilitation Center Improvements Project  
20 2nd Avenue SW  
Oelwein, Iowa 50662

\_\_\_\_\_  
Typed or Printed Name and Title

**IOWA ECONOMIC DEVELOPMENT AUTHORITY:**



BY: \_\_\_\_\_  
Deborah Durham, Director

**ATTACHMENT A**  
**GENERAL PROVISIONS**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**October 3, 2018**

**1.0 AMENDMENT.**

(a) WRITING REQUIRED. The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) UNILATERAL MODIFICATION. Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) AUTHORITY REVIEW. The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved; if it does not meet requirements set forth in Iowa Administrative Code 261-23, as applicable; or if it conflicts with the Program Rules.

**2.0 AUDIT REQUIREMENTS.**

(a) SINGLE AUDIT. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b) ADDITIONAL AUDIT. As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

**3.0 COMPLIANCE WITH LAWS AND REGULATIONS.** The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

**4.0 UNALLOWABLE COSTS.** If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

**5.0 PROGRAM INCOME.** All program income, as defined in 2 CFR part 200, subpart E; 24 CFR 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.



6.0 **INTEREST EARNED.** To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 **SUSPENSION.** When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

#### 8.0 **TERMINATION.**

(a) **FOR CAUSE.** The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) **FOR CONVENIENCE.** The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) **DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING.** At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

#### 9.0 **PROCEDURES UPON TERMINATION.**

(a) **NOTICE.** The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancelable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) **RIGHTS IN PRODUCTS.** All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) **RETURN OF FUNDS.** The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 **ENFORCEMENT EXPENSES.** The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

#### 12.0 **CONFLICT OF INTEREST.**

(a) **GENERAL.** Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) **PERSONS COVERED.** The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.



(c) CONFLICTS OF INTEREST. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

(a) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's job search website, currently known as IowaWORKS.

(d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this



transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFT Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) LEAD-BASED PAINT HAZARDS. The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(i) SECTION 3 COMPLIANCE. The recipient shall comply with provisions for training, employment and contracting in accordance with 24 CFR part 75 and Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(iii) The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

(v) The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

(vi) The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

(vii) The contractor agrees to post contract and job opportunities to the Opportunity Portal, and will check the Business Registry for businesses located in the project area.

(viii) The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.



(ix) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

(x) The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

(xi) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(j) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS.** In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(k) **INCLUSION IN SUBCONTRACTS.** The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570.207 (a): The following activities may not be assisted with CDBG funds:

(a) **BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(D) CANNOT BE ASSISTED WITH CDBG FUNDS.** This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(b) **GENERAL GOVERNMENT EXPENSES.** Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(c) **POLITICAL ACTIVITIES.** CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

18.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider

acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

19.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF OELWEIN, IOWA  
APPROVING THE CONTRACT WITH UPPER EXPLORERLAND REGIONAL PLANNING  
COMMISSION FOR THE 2024 CDBG GRANT FOR COMMUNITY FACILITIES AND  
SERVICES IMPROVEMENTS

WHEREAS, the City of Oelwein was awarded Community Development Block Grant funds from the Iowa Economic Development Authority and;

WHEREAS, the City of Oelwein wishes to comply with all State and Federal regulations in connection with the grant award, and;

WHEREAS, the City of Oelwein acknowledges that a signed contract with Upper Explorerland Regional Planning Commission for administrative services will assist the City of Oelwein in meeting the regulations;

NOW, THEREFORE, BE IT RESOLVED, that the City of Oelwein approve the administrative services contract with Upper Explorerland Regional Planning Commission for Community Development Block Program Contract 24-CF-002.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Brett DeVore, Mayor

ATTEST:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

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

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
COMMUNITY FACILITIES AND SERVICES PROJECT  
#24-CF-002

THIS CONTRACT entered into by and between the Upper Explorerland Regional Planning Commission (UERPC) (hereinafter called ADMINISTRATOR) and the City of Oelwein for the purpose of carrying out the Scope of Services and Terms in any Exhibit A as described below.

**SECTION 1. Scope of Services**

The Administrator shall provide and perform the necessary services required to carry out the Contract as set out in the Scope of Services attached herewith.

**SECTION 2. Time of Performance**

The services of the Administrator shall commence on October 1, 2024 and shall terminate upon project completion to include the submission of final documents and/or reports. Project completion as set forth is located in the Iowa Economic Development Authority (IEDA) contract #24-CF-002.

**SECTION 3. Method of Payment**

Total payment to the Administrator for the water/sewer grant shall not exceed \$27,000, the amount identified as administration in the project budget of the grant program.

Payment shall be due upon receipt of a monthly invoice for services completed. Formal accounting records are maintained to support the expenses incurred and are based on the Administrator's established cost allocation plan approved annually by the Upper Explorerland Regional Planning Commission's Board of Commissioners.

After the first draw, recipients must draw at least once every six months for each activity including administration. Failure to draw every six months may result in termination of your IEDA contract. IEDA recipient contracts will be set to end after three years. In the majority of cases, contract amendments for time extensions will not be allowed.

It is the responsibility of the City of Oelwein to meet the match requirement (either cash or in-kind) as specified in IEDA contract #24-CF-002.

In the event the project needs to be extended beyond the identified project completion date as indicated in contract #24-CF-002, additional administrative fees to complete the extended Scope of Services may be required. These fees will be negotiated with the City of Oelwein within 30 days of the project completion date set forth in contract #24-CF-002 and an Addendum to this Contract will be executed for the additional fees upon mutual agreement of both parties. UERPC will invoice the City of Oelwein an hourly rate between \$72 - \$75 to be negotiated at the time of occurrence. Travel and any other direct charges related to the additional meetings will also be invoiced.

**SECTION 4. Personnel**

The Administrator represents that it has, or will acquire, all personnel necessary in performing the services under this Contract.

**SECTION 5. Property**

The Administrator shall be free to acquire or use its own existing property, real or personal, as it deems necessary in the performance of work under this Contract.

**SECTION 6. Services to be Furnished to the Administrator**

All reports, data, maps or other public documents and information necessary to the performance of work under this Contract shall be made available to the Administrator.

**SECTION 7. Records Retention and Availability**

The Administrator and the City of Oelwein must maintain all required records, including supporting documentation for the greater of three years after the date the recipient is notified that the State CDBG contract has been closed with HUD.

At any time during normal business hours and as frequently as is deemed necessary, the Administrator shall make available to the City of Oelwein, the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

**SECTION 8. Civil Rights and Other Regulations**

In connection with carrying out this Contract, the City of Oelwein and the Administrator agree to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
*States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259.  
*Equal Opportunity Housing*
- Iowa Civil Rights Act of 1965.  
*This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).  
*Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
*Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*



- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).  
*Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
*Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).  
*The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.*

### **SECTION 9. Restriction on Lobbying**

We certify, to the best of our knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

**Lead-Safe Housing Regulations (As applicable)**

24 CFR Part 35 et al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule.

**Recycled Materials**

We agree to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

**Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

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

**Build America. Buy America Requirements**

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

**All Contracts In Excess of \$10,000****Federal Executive Order 11246 and 11375:**

*Provides that no one be discriminated in employment.*

"During the performance of this contract, the administrator agrees as follows:

- (1) The administrator will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The administrator will, in all solicitations or advertisements for employees placed by or on behalf of the administrator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The administrator will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the administrator's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The administrator will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The administrator will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the administrator's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the administrator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The administrator will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub administrator or vendor. The administrator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the administrator becomes involved in, or is threatened with, litigation with a sub administrator or vendor as a result of such direction by the contracting agency, the administrator may request the United States to enter into such litigation to protect the interests of the United States."

### **All Contracts in Excess of \$100,000**

Clean Air and Water Acts:

**Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).**

**Section 508 of the Clean Water Act (33 U.S.C. 1368).**

**Executive Order 11738.** *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third-party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the



regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the administrator agrees as follows:

- (1) The administrator will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The administrator agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The administrator agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The administrator agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subadministrator to take such action as the Government may direct as a means of enforcing such provisions.

### **All Construction Contracts in Excess of \$2,000**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix Two under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

### **Housing and Urban Development Act of 1968-Section 3 Clause**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe

the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker hours goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

### **SECTION 10. Termination**

Either party may terminate this Contract in whole or part, in writing, if the other party substantially fails to fulfill its obligations under this contract through no fault of the terminating party. However, no such termination may be affected unless the other party is given: 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) and opportunity for consultation with the terminating party before termination. The method of final payment would be determined by actual costs associated with the project up to date of termination.

This Contract will be subject to renegotiation in the case of: 1) increased or decreased volume of services; 2) changes required by federal or state laws or regulations; 3) changes required by the City of Oelwein and/or Administrator; 4) monies available affecting the substance of this Contract.

Parties to this Contract must concur to revisions of this contract by an addendum signed by the authorized representatives of both parties.

Failure to comply with any part of this Contract may be considered cause for revision, suspension, or termination. If the City of Oelwein finds it necessary to terminate this contract prior to the expiration

date of this Contract, for reasons other than non-performance by the Administrator, actual approved costs incurred by the Administrator may be reimbursed in an amount determined by mutual agreement of both parties. The City of Oelwein reserves the right to cancel any agreement in whole or in part without penalty due to failure of the Administrator to comply with terms, conditions, and specifications of this Contract.

PASSED and APPROVED

Upper Explorerland Regional Planning Commission

City of Oelwein

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rachelle Howe, Executive Director

\_\_\_\_\_  
Brett DeVore, Mayor

\_\_\_\_\_  
ATTEST: Diana Johnson, Economic Development  
Department Head

\_\_\_\_\_  
ATTEST: Dylan Mulfinger, City  
Administrator



## SCOPE OF SERVICES

The Upper Explorerland Regional Planning Commission shall assist in compliance with Iowa Economic Development Authority (IEDA) and other federal requirements; maintenance of required records and documents; and other required actions not specifically listed, but requested by the local government, including but not limited to the following activities:

### **Program Start-up**

- Submit environmental review assessment to IEDA. Does not include archaeological services, if necessary.
- Provide the City with public hearing notices for publication of environmental assessment and release of funds.
- Assist the City in developing all requests for proposals and evaluation criteria to solicit professional services, if required.
- Ensure that the City complies with Fair Housing and Affirmative Action requirements.
- Assist City with Section 3 requirements.
- Provide applicable policies for the City to approve and adopt as required by CDBG program.

### **Program Implementation**

- Assist engineers and architects in acquiring IEDA required contract documents, including wage determinations, etc.
- Check bid documents for IEDA compliance
- Check contracts for IEDA compliance
- Provide documents and requirements of contractors at preconstruction meeting
- Send documents to IEDA for project and contractor clearances
- Complete all CDBG performance reports on the project
- Process any special conditions, contract amendments, and/or modifications (if required)
- Act as liaison between the City, and project engineers/contractors, pertaining to CDBG program
- Conduct on-site employee interviews
- Provide required posters and monitor posting
- Monitor payrolls for Davis-Bacon compliance

- Assist in monitoring and project close-out. Represent the interest of the City at IEDA inspections.

### **Financial Management**

- Assist in setting up spreadsheets for grant funds
- Process all CDBG requests for payment after documentation is provided
- Regularly monitor records
- Assist in executing budget amendments (if needed)
- Assist in preparing quarterly, annual, and Grantee Performance Reports as needed

The above outline is generally specific, but some areas may have more detailed requirements implied, but not listed and as CDBG and other federal regulations change.

Upper Explorerland Regional Planning Commission will assist the grantee with these requirements unless special requests are made to the Executive Director or governing body of the grantee.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF OELWEIN, IOWA  
APPROVING THE SUBRECIPIENT AGREEMENT WITH RISE LTD. FOR THE 2024 CDBG  
GRANT FOR COMMUNITY FACILITIES AND SERVICES IMPROVEMENTS

WHEREAS, the City of Oelwein was awarded Community Development Block Grant funds from the Iowa Economic Development Authority and;

WHEREAS, the City of Oelwein wishes to comply with all State and Federal regulations in connection with the grant award, and;

WHEREAS, the City of Oelwein acknowledges that a signed subrecipient agreement with RISE Ltd. is part of the regulations;

NOW, THEREFORE, BE IT RESOLVED, that the City of Oelwein approve the subrecipient agreement with RISE Ltd. for Community Development Block Program Contract 24-CF-002.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Brett DeVore, Mayor

ATTEST:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator



# CDBG SUBRECIPIENT AGREEMENT

THIS CONTRACT, made and entered into this 1st day of October, 2024 by and between City of Oelwein, IOWA, (hereinafter called the "Local Government"); and, RISE Ltd., (hereinafter called "the Subrecipient") WITNESSETH THAT:

WHEREAS, the Local Government, at the request of the Subrecipient, has applied to the Iowa Economic Development Authority for a grant of federal funds from the U.S. Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 and Chapter 23 of the Iowa Administrative Code in order to: make facility upgrades to the RISE Ltd. Oelwein Day Habilitation Center located at 16 1st Street SW in Oelwein, IA; and,

WHEREAS, the Local Government has been awarded a grant of funds as aforesaid in the amount of \$ 382,659 subject to the condition that the Local Government provide a local matching contribution in the amount of \$ 441,976; and,

WHEREAS, the parties hereto desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain;

NOW, THEREFORE, the parties hereto have agreed to the terms and conditions as hereafter stated:

**Section 1. Matching Funds.** The Subrecipient shall expend the sum of \$ 441,976 of its own funds constituting 100 % of the local matching contribution for the facility upgrades involved in the RISE Ltd. Oelwein Day Habilitation Center Improvements Project.

**Section 2. Construction Contracts and Services.** City of Oelwein and RISE Ltd. shall, for the purpose of constructing the aforesaid proposed project, proceed forthwith to engage the services of an architect/engineer, adopt plans and specifications, and award construction contracts in accordance with the laws and regulations of the State of Iowa and of the United States.

**Section 3. Administration.** The administration of the CDBG Contract # 24-CF-002 and all transactions involving the expenditure of any of the grant funds within the scope of said contract shall be the sole prerogative of the Local Government carried out in such manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974, 261--Chapter 23 of the Iowa Administrative Code and the contract between IEDA and the Local Government.

**Section 4. Property Ownership.** Any and all improvements or property, real or personal, constructed, installed, or acquired pursuant to this contract shall be and remain the property of the Subrecipient, under the following conditions (if any) N/A. If, from the date funds are first spent for the property until five years after closeout of the Local Government's grant the use or planned use of the property is proposed to be changed, then the Subrecipient shall notify the Local Government of the proposed change. The Local Government shall contact the Iowa Economic Development Authority for instructions on how to proceed. If the Subrecipient proceeds with a use determined by the IEDA to be inconsistent with the use of the CDBG funds, the Subrecipient shall reimburse the Local Government and the Local Government shall reimburse the IEDA in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds.

**Section 5. Proposed Project.** The Subrecipient shall grant access to the premises and Subrecipients' program records for the Local Government and its contractors to perform such required functions consistent with the CDBG contract as the Local Government shall deem appropriate.



**Section 6. Excess Costs.** It is agreed that if the construction of said project results in contractual liability of the Local Government in an amount greater than said funds as stated in Section 1, the Subrecipient shall be responsible for covering 100% of excess costs and hold the Local Government free of any contractual liability.

**Section 7. Indemnification.** The Subrecipient shall hold the Local Government and its officers and employees harmless from any and all claims, losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which is pertains.

**Section 8. Unallowable Costs.** If the Local Government determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Local Government's final determination of the disallowance of costs. If it is Local Government's final determination that costs previously paid by the Local Government are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Subrecipient shall repay to Local Government any and all disallowed costs.

**Section 9. Events of Default.** The following shall constitute Events of Default under this Agreement:

- a. **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the Local Government by, or on behalf of the Subrecipient in connection with this Agreement or to induce the Local Government to make a grant to the Subrecipient shall be determined by the Local Government to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Local Government's satisfaction within thirty (30) days after written notice by the Local Government is given to the Subrecipient.
- b. **Noncompliance.** If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Agreement.
- c. **Agreement Expiration Date.** If the Project, in the sole judgment of the Local Government, is not completed on or before the Agreement Expiration Date.
- d. **Misspending.** If the Subrecipient expends Grant proceeds for purposes not described in the CDBG application, this Agreement, or as authorized by the Local Government.
- e. **Insurance.** The following provision shall apply to Activity Number(s) 24-CF-002. If loss, theft, damage or destruction of any substantial portion of the property of the Subrecipient occurs for which there is either no insurance coverage or for which, in the opinion of the Local Government, there is insufficient insurance coverage.

**Section 10. Notice of Default.** Local Government shall issue a written notice of default providing therein a fifteen (15) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

**Section 11. Remedies upon Default.** If, after opportunity to cure, the default remains, Local Government shall have the right, in addition to any rights and remedies available to it to do one or both of the following:

- a. exercise any remedy provided by law;
- b. require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Agreement plus interest.

**Section 12. Miscellaneous.** Neither party to this contract shall assign its rights and obligations hereunder without the prior written authorization of the other party. This contract shall be governed by the laws of the State of Iowa. In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The terms and conditions of this contract may be amended only by written instrument



executed by both parties and, when necessary, with the concurrence of the State of Iowa, Iowa Economic Development Authority. Such amendments include any deviation from the recipient program schedule, or other terms and conditions provided for by the Iowa Economic Development Authority contract number which is by this reference incorporated herein and made a part hereof of this Subrecipient agreement.

Section 13. **Federal Laws.** By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, orders, and directions, including by way of specification but not limited to the following:

- a. The requirements of Executive Order 11246, as amended by Presidential Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60.
- b. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- c. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract/subagreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract/subagreement as specified in 261- Chapter 23, Iowa Administrative Code and 2 CRF 200
- d. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract/subagreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract/subagreement.
- e. Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
- f. Contracts in excess of \$100,000 shall require compliance with the following laws and regulations: Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; EPA Regulations - 40 CFR, Part 15; as applicable.
- g. Procurement. For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at [www.iowaeconomicdevelopment.com/Community/CDBG](http://www.iowaeconomicdevelopment.com/Community/CDBG).
- h. BABA requirements. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- i. CIVIL RIGHTS

(a) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.



(c) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings in the State Employment Service local offices.

(d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) SECTION 3 COMPLIANCE. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 75, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD



assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(iii) The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

(v) The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

(vi) The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

(vii) The contractor agrees to post contract and job opportunities to the Opportunity Portal, and will check the Business Registry for businesses located in the project area.

(viii) The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(ix) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

(x) The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

(xi) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(i) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS.** In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(j). Others as applicable

Section 14. **Termination.** The following shall constitute Events of Default under this Agreement:

- a. FOR CAUSE. The Local Government may terminate the Contract in whole, or in part, whenever the Local Government determines that the Subrecipient has failed to comply with the terms and conditions of the Contract.
- b. FOR CONVENIENCE. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.
- c. DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING. At the discretion of the Local Government, the Contract may be terminated in whole, or in part, if there is a reduction or termination of the CDBG Federal block grant funds to the State.

Section 15. **Procedures Upon Termination.** This contract may be terminated by discretion of the Local Government by providing written notice to be conveyed via certified mail 30 days in advance. Project costs incurred to be paid through the effective termination date.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

LOCAL GOVERNMENT: City of Oelwein

By: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

Attested By: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

SUBRECIPIENT: RISE Ltd.

By: Jessica Apensel Date: 10 / 7 / 24

Attested by: Sarah Moehmann Date: 10 / 7 / 24

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF OELWEIN, IOWA  
ADOPTING POLICIES COMPLIANT TO THE  
2024 CDBG GRANT FOR COMMUNITY FACILITIES AND SERVICES IMPROVEMENTS

WHEREAS, the City of Oelwein was awarded Community Development Block Grant funds from the Iowa Economic Development Authority and;

WHEREAS, the City of Oelwein wishes to comply with all State and Federal regulations in connection with the grant award, and;

WHEREAS, the City of Oelwein acknowledges that the below mentioned policies are part of the regulations;

NOW, THEREFORE, BE IT RESOLVED, that the City of Oelwein adopt the following policies and authorize the Mayor to sign and the City Administrator to attest:

1. Code of Conduct
2. CDBG Procurement Policies and Procedures
3. Equal Opportunity Policy Statement
4. Policy on the Prohibition of the Use of Excessive Force
5. Residential Anti-displacement and Relocation Assistance Plan
6. Affirmative Action Plan
7. Affirmative Fair Housing Policy

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Brett DeVore, Mayor

ATTEST:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

**CODE OF CONDUCT  
Required for CDBG Projects**

**PURPOSE**

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with the procurement policy and other applicable federal and state standards, regulations, and laws.

**APPLICATION**

This Code of Conduct applies to all officers, employees, or agents of the City of Oelwein engaged in the award or administration of contracts supported by federal grant funds.

**REQUIREMENTS**

No officer, employee, or agent of the City of Oelwein shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
- b. Any member of his/her immediate family;
- c. His/her partner; or

An organization which employs or is about to employ any of the above; or, has a financial or other interest in the firm selected for award.

Officers, employees, or agents of the City of Oelwein shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

**FRAUD, WASTE AND ABUSE**

The City of Oelwein has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify the City of Oelwein of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to:

Name & Title: Dylan Mulfinger, City Administrator  
 Phone: 319-283-5440  
 Address: 20 2<sup>nd</sup> Avenue SW  
 Oelwein, IA 50662

**REMEDIES**

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against (Recipient's) officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Brett DeVore, Mayor

ATTEST:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator



## Community Development Block Grant Procurement Policies and Procedures

2 *CFR* 200.317 provides that subrecipients of a state that is administering federal funds will follow sections 200.318 (General procurement standards) through 200.326 (Contract provisions). However, 24 *CFR* 570.489(g), set out in full below, enables states that administer Community Development Block Grant funds to adopt procurement standards other than those set out in 2 *CFR* Part 200 for units of local government that are subrecipients of CDBG funds.

*24 CFR 570.489 (g) Procurement:* When procuring property or services to be paid for in whole or in part with CDBG funds, the State shall follow its procurement policies and procedures. The State shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition. Methods of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the State. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. (Other conflicts of interest are covered by § 570.489(h).) The State shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, Executive orders, and implementing regulations. The State shall make subrecipient and contractor determinations in accordance with the standards in 2 *CFR* 200.330.

The State of Iowa, in its administration of the CDBG, hereby establishes the following procurement standards for subrecipients of CDBG funding that are units of local government.

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### Procurement Standards

#### **General** (Replaces 2 *CFR* 200.318)

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

#### **Conflicts of Interest in Awarding Contracts** (Replaces 2 *CFR* 200.318)

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

**Best Cost** (Replaces 2 CFR 200.318)

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

**Responsible Contractors** (Replaces 2 CFR 200.318)

The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

1. rationale for the method of procurement
2. selection of contract type
3. contractor selection or rejection
4. the basis for the contract price

**Competition** (Replaces 2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples restrictions on competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;

3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a “brand name” product instead of allowing “an equivalent” product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.

The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or not reasonably feasible to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

**Types of Procurement** (Replaces 2 CFR 200.320) (based on Iowa Code section 11.117 & 11.118)

The procurement method used by the subrecipient is determined by what is being procured: construction, professional services (such as architectural, engineering, or technical services), or other general goods and/or services.

For construction, subrecipients shall refer to and follow Iowa Code chapter 26 (<https://www.legis.iowa.gov/docs/code/2022/26.pdf>). Be aware that there are differing contract dollar thresholds depending upon the type of project and the type of subrecipient (e.g., county, city with a population of less than 50,000, city with a population over 50,000, etc.). These thresholds are periodically updated; please check the Code for the most current information. Please also note that regardless of Iowa Code chapter 26, **HUD still requires that formal, competitive procurement, including construction bid notices, is published in a newspaper of general circulation.** If the project cost is anticipated to be below the Chapter 26 threshold, then follow the “other general goods and/or services” procedures below.

For professional services (such as architectural, engineering, or technical services), subrecipients shall use a formal *competitive selection* process to procure the services. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or

cost-reimbursement type contract is awarded. For more detail, see the fourth method of procurement below, “competitive proposals.”

For other general goods and/or services, subrecipients shall adhere to one of the four following methods depending upon anticipated *aggregate total purchase cost*, not individual line-item cost. Note that this may result in utilizing several methods of procurement. For example, if certain goods/services can be procured from a particular pool of vendors, that group of goods/services should be batched together, and the anticipated total purchase price of those items would determine the procurement method. The process would then be repeated for any remaining goods/services. Please note that regardless of price, any service (e.g., asbestos testing, archeological survey, etc.) requires a contract be drawn up and signed; the contract must include the CDBG required contract provisions. Purchases of goods/materials only, if less than \$5,000, do not require a contract.

1. **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.
2. **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email, or letter. The subrecipient should solicit at least three prospective service providers. The subrecipient must justify, to IEDA’s satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.
3. **Sealed bids:** (formal advertising): Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: **Bids** are publicly solicited (*i.e., published in a newspaper of general circulation*) and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding.

If this method is used, the following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
  2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
  3. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly.
  4. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
  5. Any or all bids may be rejected if there is a sound documented reason.
4. **Competitive Proposals:** Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: The technique of **competitive proposals** is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate,



generally for service contracts. Apart from **professional services** such as architectural/engineering (A/E) services or technical assistance (which uses this method regardless of contract price), this method is not commonly used for traditional CDBG projects. If you believe your projects warrants this method for anything other than the professional services identified above, please consult with your IEDA project manager prior to initiating the process.

If this method is used, the following requirements apply:

1. Requests for proposals must be publicized (*i.e., in a newspaper of general circulation*) and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. The subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Note: Noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from one possible source. This type of procurement is referred to as sole-source procurement;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
4. After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement and must be approved by IEDA prior to entering into contract.

**Targeted Small Businesses – Minority, Disabled, and Woman Owned Businesses** (Replaces 2 CFR 200.321)

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible.

Affirmative steps must include:

1. Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftportals.com/tsb-search/>;
2. Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program <https://www.iowaeconomicdevelopment.com/tsb>; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**Recycled Content and Products** (Replaces 2 CFR 200.322)

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

**Cost Analysis and Contract Price** (Replaces 2 CFR 200.323)

The subrecipient must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 – 406.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

**Review of Procurement Documents and Procurement System** (Replaces 2 CFR 200.324)

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

1. Requested by IEDA;
2. The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

- 3. The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a “brand name” product;

IEDA Certification: The subrecipient may request that IEDA certify that its procurement system meets these standards.

Self-certification: The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA’s right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

**Bonding** (Replaces 2 CFR 200.325)

For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings of eight units or more, the minimum requirements shall be as follows:

- 1. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- 2. A performance bond for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- 3. A payment bond for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.

The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>

Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

**Contract Provisions** (Replaces 2 CFR 200.326)

The subrecipient’s contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

**ACKNOWLEDGEMENT AND ADOPTION**

*As a recipient of Community Development Block Grant (CDBG) funds, the City of Oelwein adopts the State of Iowa’s CDBG Procurement Policies and Procedures and agrees to apply all policies and procedures to CDBG funded projects within the City of Oelwein.*

Adopted by: *City of Oelwein*  
 Adopted on: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Chief Elected Official:

\_\_\_\_\_  
 Brett DeVore, Mayor



## EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Oelwein to provide equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

The Mayor has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the Mayor's responsibility. The Mayor will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The right of appeal and recourse is guaranteed by the City of Oelwein. Any person who feels that he or she has been denied employment, participation, representation, or services in any program administered by the City of Oelwein because of race, creed, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, or citizenship has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by Dylan Mulfinger, City Administrator, who can be contacted at City of Oelwein, 20 2<sup>nd</sup> Avenue SW, Oelwein, IA 50662 and 319-283-5440.

This Equal Opportunity Policy of the City of Oelwein shall be posted in conspicuous places within the facility, distributed to all employees, contractors and to the persons of all advisory and policymaking groups.

\_\_\_\_\_  
*Mayor/Chairperson*

Oelwein, IA  
*City/County*

*Adopted on:* \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

**POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE**

Whereas, the City of Oelwein has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient’s jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, the City of Oelwein endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy,

NOW, THEREFORE, BE IT RESOLVED, the City of Oelwein hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, the City of Oelwein agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. The City of Oelwein further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that the City of Oelwein has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by:  
Name: Dylan Mulfinger, City Administrator  
Phone Number: 319-283-5440

Adopted by the City of Oelwein this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed: \_\_\_\_\_  
Brett DeVore, Mayor

## RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

This Residential Anti-displacement and Relocation Assistance Plan is prepared by the City of Oelwein in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG-assisted projects.

### Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, the City of Oelwein will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are “lower-income dwelling units” (as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.

### Relocation Assistance to Displaced Persons

The City of Oelwein will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

### One-for-One Replacement of Lower-Income Dwelling Units

The City of Oelwein will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program in accordance with 24 CFR 42.375. Before entering into a contract committing the City of Oelwein to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City of Oelwein will make public by publication in a newspaper of general circulation and submit to the Iowa Economic Development Authority (IEDA) the following information in writing:

A description of the proposed assisted project;

The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;

A time schedule for the commencement and completion of the demolition or conversion;



To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided.  
NOTE: See also 24 CFR 42.375(d).

5. The source of funding and a time schedule for the provision of the replacement dwelling units; The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and

Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the City of Oelwein will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

**Replacement not Required Based on Unit Availability**

Under 24 CFR 42.375(d), the City of Oelwein may submit a request to IEDA for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

**Contacts**

The City of Oelwein (319-283-5440) is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period. The City of Oelwein is responsible for providing relocation payments and other relocation assistance to any lower lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted by the City of Oelwein this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed: \_\_\_\_\_

Brett DeVore, Mayor

## CITY OF OELWEIN IOWA AFFIRMATIVE ACTION PLAN

**PURPOSE:** This plan is designed to assure compliance with Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; Section 109, Housing & Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; Americans with Disabilities Act; Executive Orders 11063 and 11246 and all other applicable federal, state and local laws particularly the Iowa Civil Rights Act of 1965; Iowa Code Section 19B.7, and Iowa Code Chapter 216.

### I. GENERAL

- A. City of Oelwein  
20 2<sup>nd</sup> Avenue SW  
Oelwein, IA 50662
- B. The total population of the City of Oelwein is 6415 (2010 Census); (Included in this total are 250 minority persons, which constitutes 3.9% of the total population.)
- C. The City of Oelwein is a local governmental entity.
- D. The City of Oelwein does not operate any branch offices.
- E. Total employment of the City of Oelwein is currently: 59 persons, with 38 full-time and 21 part-time.

### II. POLICY

- A. We recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment will not be discriminated against because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.
- B. This program is designed and will be utilized to correct the efforts of systemic discrimination relative to female and minority employment. The employment policies and practices of the undersigned are to recruit and to hire employees without discrimination, and to treat them equally with respect to compensation and opportunities for advancement. However, we realize the inequities associated with employment upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible.
- C. We submit this program to assure compliance with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Iowa Civil Rights Act of 1965, and their amendments; Executive Order 11246 and/or other subsequent orders that may pertain to this program of equal employment opportunity and merit employment policies, fully realizing that our qualifications and/or merit systems should be reevaluated and revised, if necessary.
- D. We agree to assert leadership within the City of Oelwein, and to put forth the maximum effort possible to achieve full employment and utilization of the capabilities and productivity of all our citizens without regard to race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

### III. AFFIRMATIVE ACTIONS

#### A. Recruitment

1. The City of Oelwein will recruit on the basis of qualifications and shall assure prospective employees for permanent employment or for filling of temporary vacancies that they will be given fair and impartial consideration without regard to race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.
2. The City of Oelwein will recruit qualified minority and female applicants for all job categories with particular emphasis in occupations at the higher levels of skill and responsibilities by utilizing, as appropriate, the following courses of action:
  - a. Maintain a file composed of (a) minority and female applicants who are qualified for any position, and (b) minority and female applicants whose qualifications have not been established; and to which file all job openings will be referred prior to consulting other recruitment sources.
  - b. Use the phrase, An Equal Opportunity Employer, in all printed or published, radio or television advertising relating to employment.
  - c. Utilize the "Job Bank" computer relay system of the Iowa Employment Security Commission which flashes job openings daily in this reasonable referral area.
  - d. Encourage employee referral of minority and female applicants.

#### B. Training and Development

1. The City of Oelwein shall work to assure that all employees are provided equal opportunities for on-the-job training, attendance at universities or other training institutions at the expense of the City of Oelwein and/or with released time for attendance and for the development of their skills as city employees without regard to race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.
2. The Equal Employment Opportunity Officer will encourage all women, minorities and disadvantaged employees to increase their skills and job potentials through participation in training and education programs offered by the city and by other institutions and organizations in cooperation with the city.

#### C. Transfer, Layoff, Demotion, Termination or Recall

1. The City of Oelwein shall work to assure all employees equal and fair treatment in the areas of transfer, demotion, layoff, termination or recall without regard to race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.
2. The proposed transfer, layoff, demotion, termination or recall of any employee of the city will be monitored and agreed on by the Equal Employment Opportunity Officer to assure that the proposed action is taken without regard to race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

#### D. Conditions of Work and Related Benefits

1. The City of Oelwein assures that all employees will be treated fairly and equally, and judged only on merit and seniority in the areas of promotion, pay and compensation without regard to race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

2. The City of Oelwein assures that all employees will be treated fairly and equally in the areas of labor relations, work assignments, use of facilities and opportunities to serve on committees or decision-making bodies, without regard to race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.
3. The City of Oelwein assures that all employees will be treated fairly and equally in the areas of leave policies and fringe benefits without regard to race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.
4. The City of Oelwein assures that there will be no disparity in the compensation received by employees for performing equivalent work.

#### **IV. CONTRACTS**

It is the policy of the City of Oelwein to require all contractors, subcontractors, suppliers and vendors who do business with the city to take whatever affirmative actions are necessary to assure equal employment opportunities in all aspects of their employment practices and policies irrespective of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

All contractors, subcontractors, vendors, and suppliers who have contracts of \$10,000 or more, shall, in the contract documents:

1. Assure non-discriminatory recruiting
2. Assure non-discriminatory hiring
3. Assure maximum use of apprenticeship and other training to help equalize opportunity for minority persons
4. Assure non-discriminatory placement and promotion
5. Assure non-discriminatory pay, other compensation and working conditions
6. Assure non-discriminatory demotion, layoff, or termination

All contractors, subcontractors, vendors, and suppliers who have contracts of \$100,000 or more, shall develop and submit to the City of Oelwein a copy of a written affirmative action program for approval.

In order to assure contractor's compliance with equal opportunity requirements, the City of Oelwein shall evaluate progress made by the contractor under his affirmative action program and will observe the contractor's performance on a continuing basis. Where deficiencies are found to exist, reasonable efforts shall be made to secure compliance through conciliation and persuasion. The contractor will be required to make a specific commitment, in writing, to correct any such deficiencies, including precise action and dates for completion.

#### **V. EQUAL OPPORTUNITY OFFICER**

- A. The Equal Employment Officer for this agency shall be the duly elected Mayor. The Mayor has the power to delegate such duties, and may, from time to time, do so.
- B. The EEO Officer shall be responsible for interpreting, initiating and justifying the activities in this program as they relate to policies and affirmative actions, including contract compliance.
- C. We submit this program to assure compliance with:
  1. The Civil Rights Act - Title VI of the Civil Rights Act of 1964
  2. The Fair Housing Act - Title VIII of the Civil Rights Act of 1968
  3. Section 109, Housing and Community Development Act of 1974



4. Executive Orders 11625, 12432, 12138 and OMB Circular A-102, Attachment O, Paragraph 9(a)
5. Section 3 of the Housing and Urban Development Act of 1968, as amended
6. Section 504 of the Rehabilitation Act of 1973, as amended
7. Age Discrimination Act of 1975, as amended
8. Americans with Disability Act (ADA)
9. Executive Order 11063, as amended by Executive Order 12259
10. Executive Order 11246
11. Prohibition of the Use of Excessive Force
12. Iowa Civil Rights Act of 1965
13. Iowa Code Section 19B.7
14. Iowa Code chapter 216

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Brett DeVore, Mayor

\_\_\_\_\_  
ATTEST: Dylan Mulfinger, City Administrator

## AFFIRMATIVE FAIR HOUSING POLICY

*This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.*

The City of Oelwein, Iowa advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

The City of Oelwein shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

The City of Oelwein has designated the following (person or office) as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

NAME: Dylan Mulfinger, City Administrator

OFFICE: City of Oelwein

ADDRESS: 20 2<sup>nd</sup> Avenue SW

CITY/STATE/ZIP CODE: Oelwein, IA 50662

PHONE NUMBER: 319-283-5440

HOURS: Monday, Tuesday, Thursday and Friday 8:30 AM – 4:30 PM  
Wednesday 8:30 AM – 12:00 PM

Affirmative Fair Housing Policy adopted on: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Resolution #\_\_\_\_\_.

\_\_\_\_\_  
Brett DeVore, Mayor

ATTEST:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

**\*\*The following documents are not part of the resolution, but will need to be signed\*\***

# RECIPIENT CERTIFICATION OF PROCUREMENT COMPLIANCE

CDBG Applicant/Recipient: City of Oelwein

IEDA Contract/Project #: 24-CF-002

In accordance with the IEDA Procurement Policy, all procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals **must** be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

I certify that I am the chief elected official and that the community listed above has not and will not violate the above competition statute when competitively procuring for the CDBG award.

Signature: \_\_\_\_\_

Printed Name: Brett DeVore, Mayor

Date: \_\_\_\_\_



IOWA ECONOMIC DEVELOPMENT AUTHORITY  
1063 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 USA | Phone: 515.348.6200  
iowaeda.com



**REQUIRED ACKNOWLEDGEMENT OF ENVIRONMENTAL REVIEW REQUIREMENTS**

By signing below, I hereby acknowledge that I accept and understand that no construction or other choice limiting actions may be commenced in relation to any portion or aspect of this project, regardless of the funding source, prior to the grant recipient, (city or county) receiving a formal Release of Funds letter from the offices of the Iowa Economic Development Authority (IEDA).

Choice limiting actions include not only actual traditional construction activities but also the purchase or lease of land or structures, bid letting (any advertisement of bids), signing construction contracts of any kind, rehabilitation, repair, remodeling, demolition, conversion, and any phase of construction activity whatsoever.

Release of Funds letters will be issued only upon proper completion and submittal of the appropriate level of Environmental Review Record (ERR) for the project to IEDA through the iowagrants.gov system.

I understand that violation of this federal rule by taking any prohibited action as outlined above prior to the receipt of a Release of Funds letter from IEDA is likely to result in the forfeiture of CDBG grant monies awarded.

Signed: \_\_\_\_\_  
Mayor or County Chairperson

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signed: Ashley Christensen  
Grant Administrator

Date: 10/9/24

Print Name: Ashley Christensen

Signed: Jessica Pensel  
Subrecipient Entity (if applicable)

Date: 10/9/24

Print Name: Jessica A. Pensel

**We strongly suggest that you please share this form with any engineers or architects involved in the project.**

Note: Following execution and dating this form must be uploaded into the "Required Uploads" component for your respective grant project in the iowagrants.gov system. No claim for grant funds will be processed until this task is completed.

## DETERMINATION OF LEVEL OF REVIEW ENVIRONMENTAL REVIEW RECORD

Project Name: *RISE Ltd. Oelwein Day Habilitation Center Improvements Project*

CDBG Contract Number: #24-CF-002

Project Location: *Project location is the RISE Ltd. Oelwein Day Habilitation Center at 16 1<sup>st</sup> St. SW in Oelwein, IA 50662.*

Project Description (Attach additional descriptive information, as appropriate to the project, including narrative, maps, photographs, site plans, budgets and other information.): *The proposed project for the RISE Ltd. Day Habilitation Center includes updates to the bathrooms, training kitchen, flooring, and offices on the interior of the building. A new free-standing vehicle canopy, a new window, and new roof will be added to the exterior of the building. Additionally, solar will be installed as part of the project.*

*The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58 "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:*

- Exempt** from NEPA review requirements per 24 CFR 58.34(a)( )
- Categorically Excluded NOT Subject** to §58.5 authorities per 24 CFR 58.35(b)( )
- Categorically Subject** to §58.5 authorities per 24 CFR 58.35(a)( )  
(A Statutory Checklist for the §58.5 authorities is attached.)
- An **Environmental Assessment** (EA) is required to be performed in accordance with subpart E of 24 CFR Part 58 is attached.
- An **Environmental Impact Statement** (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

<b>Chief Elected Official:</b>	
<u>Brett DeVore</u> Print Name	_____ Signature
<u>Mayor</u> Title	_____ Date



**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
None needed	

**Determination:**

**Finding of No Significant Impact** [24 CFR 58.40(g)(1); 40 CFR 1508.27]  
The project will not result in a significant impact on the quality of the human environment.

**Finding of Significant Impact** [24 CFR 58.40(g)(2); 40 CFR 1508.27]  
The project may significantly affect the quality of the human environment.

Preparer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title/Organization: Ashley Christensen, Regional Economic Development Specialist, Upper Explorerland Regional Planning Commission

Certifying Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: Brett DeVore, City of Oelwein Mayor

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. [ ]  
(exp. 0 [ ] **Item 4.**)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <b>Community Development Block Grant</b>	2. HUD/State Identification Number <b>24-CF-002</b>	3. Recipient Identification Number (optional) <b>24-CF-002</b>
4. OMB Catalog Number(s) <b>14.228</b>	5. Name and address of responsible entity <b>City of Oelwein 20 2<sup>nd</sup> Avenue SW Oelwein, IA 50662</b>	
6. For information about this request, contact (name & phone number) <b>Ashley Christensen, UERPC, 563-419-6112</b>	7. Name and address of recipient (if different than responsible entity) <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
8. HUD or State Agency and office unit to receive request <b>Iowa Economic Development Authority 1963 Bell Avenue, Suite 200 Des Moines, IA 50315</b>		

**The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following**

9. Program Activity(ies)/Project Name(s) <b>Oelwein Day Habilitation Center Improvements Project</b>	10. Location (Street address, city, county, State) <b>16 1<sup>st</sup> Avenue SW, Oelwein, Fayette, Iowa</b>
---------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------

11. Program Activity/Project Description

**The proposed project for the RISE Ltd. Day Habilitation Center includes updates to the bathrooms, training kitchen, flooring, and offices on the interior of the building. A new free-standing vehicle canopy, a new window, and new roof will be added to the exterior of the building. Additionally, solar will be installed as part of the project.**

**CDBG Funds= \$382,659  
Other Funds= \$441,976  
Total Funds= \$824,635**



**Part 2. Environmental Certification** (to be completed by responsible entity)

Item 4.

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity  <b>X</b>	Title of Certifying Officer <b>Mayor</b>
	Date signed <input type="text"/>

Address of Certifying Officer  
**20 2<sup>nd</sup> Avenue SW, Oelwein, IA 50662**

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient  <b>X</b>	Title of Authorized Officer <input type="text"/>
	Date signed <input type="text"/>

We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

RESOLUTION NO. \_\_\_\_\_-2024

A RESOLUTION OF THE CITY OF OELWEIN, IOWA  
APPROVING THE CONTRACT WITH UPPER EXPLORERLAND REGIONAL PLANNING COMMISSION FOR THE  
2024 CDBG GRANT FOR COMMUNITY FACILITIES AND SERVICES IMPROVEMENTS

WHEREAS, the City of Oelwein was awarded Community Development Block Grant funds from the Iowa Economic Development Authority and;

WHEREAS, the City of Oelwein wishes to comply with all State and Federal regulations in connection with the grant award, and;

WHEREAS, the City of Oelwein acknowledges that a signed contract with Upper Explorerland Regional Planning Commission for administrative services will assist the City of Oelwein in meeting the regulations;

NOW, THEREFORE, BE IT RESOLVED, that the City of Oelwein approve the administrative services contract with Upper Explorerland Regional Planning Commission for Community Development Block Program Contract 24-CF-002.

Passed and approved this 14th day of October, 2024.

\_\_\_\_\_  
Brett DeVore, Mayor

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024

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

AYES      NAYS      ABSENT      ABSTAIN

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

RESOLUTION NO. \_\_\_\_\_-2024

A RESOLUTION OF THE CITY OF OELWEIN, IOWA  
APPROVING THE SUBRECIPIENT AGREEMENT WITH RISE LTD. FOR THE 2024 CDBG GRANT FOR  
COMMUNITY FACILITIES AND SERVICES IMPROVEMENTS

WHEREAS, the City of Oelwein was awarded Community Development Block Grant funds from the Iowa Economic Development Authority and;

WHEREAS, the City of Oelwein wishes to comply with all State and Federal regulations in connection with the grant award, and;

WHEREAS, the City of Oelwein acknowledges that a signed subrecipient agreement with RISE Ltd. is part of the regulations;

NOW, THEREFORE, BE IT RESOLVED, that the City of Oelwein approve the subrecipient agreement with RISE Ltd. for Community Development Block Program Contract 24-CF-002.

Passed and approved this 14th day of October, 2024.

\_\_\_\_\_  
Brett DeVore, Mayor

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024

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

AYES      NAYS      ABSENT      ABSTAIN

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF OELWEIN, IOWA ADOPTING POLICIES COMPLIANT TO THE 2024 CDBG GRANT FOR COMMUNITY FACILITIES AND SERVICES IMPROVEMENTS

WHEREAS, the City of Oelwein was awarded Community Development Block Grant funds from the Iowa Economic Development Authority and;

WHEREAS, the City of Oelwein wishes to comply with all State and Federal regulations in connection with the grant award, and;

WHEREAS, the City of Oelwein acknowledges that the below mentioned policies are part of the regulations;

NOW, THEREFORE, BE IT RESOLVED, that the City of Oelwein adopt the following policies and authorize the Mayor to sign and the City Administrator to attest:

1. Code of Conduct
2. CDBG Procurement Policies and Procedures
3. Equal Opportunity Policy Statement
4. Policy on the Prohibition of the Use of Excessive Force
5. Residential Anti-displacement and Relocation Assistance Plan
6. Affirmative Action Plan
7. Affirmative Fair Housing Policy

Passed and approved this 14th day of October, 2024.

\_\_\_\_\_  
Brett DeVore, Mayor

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024

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

AYES      NAYS      ABSENT      ABSTAIN

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne



RESOLUTION NO. \_\_\_\_\_-2024

RESOLUTION APPROVING CHANGE ORDER No. 4 IN THE AMOUNT OF -\$15,777.64 TO HEARTLAND ASPHALT, INC. FOR 2024 STREET IMPROVEMENTS PROJECT.

WHEREAS, the original contract price for this project is \$629,516.89; and

WHEREAS, the change order number 4 will cost -\$15,777.64; and

WHEREAS, the project has been designed and administered by Fehr Graham;

WHEREAS, the contractor is Heartland Asphalt, Inc.;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves Change Order No. 4 in the amount of -\$15,777.64 to Heartland Asphalt, Inc. for 2024 Street Improvement Project.

Passed and approved this 14<sup>th</sup> day of October, 2024

\_\_\_\_\_  
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

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024.

CHANGE ORDER

No.: 4

Date of Issuance: October 3, 2024 Effective Date: October 14, 2024

Owner: City of Oelwein

Contractor: Heartland Asphalt, Inc.

Contract: N/A

Project: 2024 Street Improvements

Owners Contract No.: N/A Engineer's Project No.: 23-498

Engineer: Fehr Graham – Jon Biederman, PE, LSI, Senior Project Manager

You are directed to make the following changes in the Contract Documents:

Description:

See Exhibit A.

Reason for Change Order:

See Exhibit A.

Attachments: (List documents supporting change):

1. Exhibit A.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price

\$ 629,516.89

Previous Change Orders No.

1 To No. 3  
\$ 4,020.63

Contract Price prior to this Change Order

\$ 633,537.52

Net Decrease of this Change Order

\$ (15,777.64)

Contract Price with all approved Change Orders

\$ 617,759.88

Original Contract Times

Complete by August 30, 2024 days or dates

Net change from previous Change Orders

N/A days

Contract Time prior to this Change Order

N/A days

Net Increase (Decrease) of this Change Order

N/A days or date

Contract Time with all approved Change Orders

N/A days or date

APPROVED: City of Oelwein

Brett DeVore

MAYOR

ACCEPTED: Heartland Asphalt, Inc.

Frank Kelley

CONTRACTOR

By:

(Signature)

Date

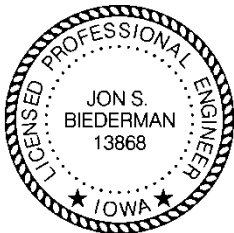
By:

Frank Kelley

(Signature)

10/08/2024

Date



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

October 3, 2024

Date

Jon S. Biederman, PE  
License Number 13868

My license renewal date is December 31, 2024.

Pages covered by this seal: Change Order #4





RESOLUTION NO. \_\_\_\_\_-2024

RESOLUTION APPROVING PAY APPLICATION NO. 4 IN THE AMOUNT OF \$5,242.58 TO HEARTLAND ASPHALT FOR 2024 STREET IMPROVEMENTS PROJECT

WHEREAS, the City of Oelwein has made great progress on the 2024 Street Improvement Project; and

WHEREAS, the pay application number 4 will cost \$5,242.58; and

WHEREAS, the project has been designed and administered by Fehr Graham; and

WHEREAS, the contractor is Heartland Asphalt; and

WHEREAS, the work done on the project has been satisfactory; and

Now, therefore, be it resolved by the City Council of Oelwein, Iowa approves Pay Application No. 4 in the amount of \$5,242.58 to Heartland Asphalt, Inc. for 2024 Street Improvements Project.

Passed and approved this 14<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
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

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024

PARTIAL PAY ESTIMATE NUMBER FOUR  
 2024 STREET IMPROVEMENTS, OELWEIN, IOWA  
 PROJECT NUMBER 23-498

Name of Contractor: Heartland Asphalt, Inc. 2601 S. Federal Avenue Mason City, Iowa 50401	Name of Owner: City of Oelwein 20 2nd Avenue SW Oelwein, Iowa 50662
-------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------

Date of Completion:  Original: Complete by August 30, 2024 Revised:	Amount of Contract:  Original: \$ 629,516.89 Revised: \$ 617,759.88 Through: Change Order 4	Dates of Estimate:  From: September 1, 2024 Through: September 28, 2024
------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------

Item	Code	Description	BID Quantity	CO Quantity	Unit	Unit Price	This Period		Total To Date	
							Quantity	Amount	Quantity	Amount
<b>BID ITEMS</b>										
1.1*	2010-D-3	TOPSOIL, OFF-SITE	50	17.1	CY	\$ 85.00	17.1	\$ 1,453.50	17.1	\$ 1,453.50
2.1*	2010-E	EXCAVATION, CLASS 10	240	116	CY	\$ 22.68		\$ -	116	\$ 2,630.88
3.1*	2010-J	SUBBASE, CRUSHED STONE, CLASS A, 4" THICK	220	164.59	TON	\$ 25.81		\$ -	164.59	\$ 4,248.07
4.1*	2010-J	SUBBASE, CRUSHED STONE, MACADAM, 8" THICK	185	0	TON	\$ 22.26		\$ -		\$ -
5.1	5020-F	VALVE BOX ADJUSTMENT, MINOR	5		EA	\$ 750.00	1	\$ 750.00	5	\$ 3,750.00
6.1	6010-E-1	MANHOLE ADJUSTMENT, MINOR	9		EA	\$ 2,015.00		\$ -	9	\$ 18,135.00
7.1	6010-E-2	INTAKE ADJUSTMENT, MINOR	1		EA	\$ 750.00		\$ -	1	\$ 750.00
8.1*	7010-A	PAVEMENT, PCC, 7" THICK	31.3	34.9	SY	\$ 75.00		\$ -	34.9	\$ 2,617.50
9.1	7010-A	PAVEMENT, PCC, 7" THICK, REINFORCED	98.5		SY	\$ 80.00		\$ -	98.5	\$ 7,880.00
10.1*	7010-E	CURB AND GUTTER, PCC, 24" WIDE	1201.3	1205.5	LF	\$ 24.50		\$ -	1205.5	\$ 29,534.75
11.1*	7020-A	PAVEMENT, ASPHALT, LEVELING COURSE	350	375	TON	\$ 98.05		\$ -	375	\$ 36,768.75
12.1*	7020-B	PAVEMENT, ASPHALT, 2" THICK, BASE COURSE	53	8	TON	\$ 131.15		\$ -	8	\$ 1,049.20
13.1*	7020-B	PAVEMENT, ASPHALT, 2" THICK INTERMEDIATE COURSE	53	50.02	TON	\$ 129.13		\$ -	50.02	\$ 6,459.08
14.1*	7020-B	PAVEMENT, ASPHALT, 2" THICK, SURFACE COURSE	1124	1096	TON	\$ 92.85		\$ -	1096	\$ 101,763.60
15.1	7030-A-1	REMOVAL OF SIDEWALK	19.5		SY	\$ 15.00		\$ -	19.5	\$ 292.50
16.1	7030-A-2	REMOVAL OF SHARED USE PATH	34.6		SY	\$ 15.00		\$ -	34.6	\$ 519.00
17.1	7030-A-3	REMOVAL OF DRIVEWAY	30.9		SY	\$ 17.00		\$ -	30.9	\$ 525.30
18.1	7030-C	SHARED USE PATH, PCC, 6" THICK	34.6		SY	\$ 64.00		\$ -	34.6	\$ 2,214.40
19.1	7030-E	SIDEWALK, PCC, 5" THICK	25		SY	\$ 58.00		\$ -	25	\$ 1,450.00
20.1	7030-G	DETECTABLE WARNING	69.5		SF	\$ 50.00		\$ -	69.5	\$ 3,475.00
21.1	7030-H-1	DRIVEWAY, PAVED, PCC, 6" THICK, REINFORCED	30.9		SY	\$ 72.00		\$ -	30.9	\$ 2,224.80

Item	Code	Description	BID Quantity	CO Quantity	Unit	Unit Price	This Period		Total To Date	
							Quantity	Amount	Quantity	Amount
22.1	7040-G	MILLING	3754.2		SY	\$ 2.69		\$ -	3754.2	\$ 10,098.80
23.1*	7040-H	PAVEMENT REMOVAL, PCC	101.5	98.5	SY	\$ 17.00		\$ -	98.5	\$ 1,674.50
24.1*	7040-H	PAVEMENT REMOVAL, ASPHALT	506.4	490	SY	\$ 8.50		\$ -	490	\$ 4,165.00
25.1*	7040-I	CURB AND GUTTER REMOVAL	1024.6	1078.5	LF	\$ 11.00		\$ -	1078.5	\$ 11,863.50
26.1	8030-A	TEMPORARY TRAFFIC CONTROL	1		LS	\$ 1,700.00		\$ -	1	\$ 1,700.00
27.1	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.1		AC	\$ 5,000.00	0.1	\$ 500.00	0.1	\$ 500.00
28.1	11,020-A	MOBILIZATION	1		LS	\$ 11,275.00		\$ -	1	\$ 11,275.00
A01.1*	CCO1	PCC PATCHING, CURB AND GUTTER INTERIOR		1205.5	LF	\$ 4.50		\$ -	1205.5	\$ 5,424.75
		<b>DIVISION 1 TOTAL BID ITEMS</b>						<b>\$ 2,703.50</b>		<b>\$ 274,442.88</b>
1.2*	2010-D-3	TOPSOIL, OFF-SITE	50	0	CY	\$ 85.00		\$ -		\$ -
2.2	2010-E	EXCAVATION, CLASS 10	41		CY	\$ 22.68		\$ -	41	\$ 929.88
3.2*	2010-J	SUBBASE, CRUSHED STONE, CLASS A, 4" THICK	85	50	TON	\$ 25.81		\$ -	50	\$ 1,290.50
4.5*	5020-F	VALVE BOX ADJUSTMENT, MINOR	10	11	EA	\$ 750.00		\$ -	11	\$ 8,250.00
5.2	6010-E-1	MANHOLE ADJUSTMENT, MINOR	8		EA	\$ 2,015.00		\$ -	8	\$ 16,120.00
6.2	6010-E-2	INTAKE ADJUSTMENT, MINOR	2		EA	\$ 750.00		\$ -	2	\$ 1,500.00
7.2*	7010-E	CURB AND GUTTER, PCC, 24" WIDE	1015	1000.5	LF	\$ 24.50		\$ -	1000.5	\$ 24,512.25
8.2	7020-A	PAVEMENT, ASPHALT, LEVELING COURSE	175	187	TON	\$ 98.05		\$ -	187	\$ 18,335.35
9.2*	7020-B	PAVEMENT, ASPHALT, 2" THICK, SURFACE COURSE	662	645	TON	\$ 92.85		\$ -	645	\$ 59,888.25
10.2*	7030-A-3	REMOVAL OF DRIVEWAY	49.8	72.2	SY	\$ 17.00		\$ -	72.2	\$ 1,227.40
11.2*	7030-H-1	DRIVEWAY, PAVED, PCC, 6" THICK, REINFORCED	49.8	72.2	SY	\$ 72.00		\$ -	72.2	\$ 5,198.40
12.2	7040-G	MILLING	2660		SY	\$ 2.69		\$ -	2660	\$ 7,155.40
13.2*	7040-I	CURB AND GUTTER REMOVAL	1015	986.7	LF	\$ 11.00		\$ -	986.7	\$ 10,853.70
14.2	8030-A	TEMPORARY TRAFFIC CONTROL	1		LS	\$ 1,700.00		\$ -	1	\$ 1,700.00
15.2	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.1		AC	\$ 5,000.00	0.1	\$ 500.00	0.1	\$ 500.00
16.2	11,020-A	MOBILIZATION	1		LS	\$ 9,150.00		\$ -	1	\$ 9,150.00
A01.2**	CCO2	PCC PATCHING, CURB AND GUTTER INTERIOR		1000.5	LF	\$ 4.50		\$ -	1000.5	\$ 4,502.25
		<b>DIVISION 2 TOTAL BID ITEMS</b>						<b>\$ 500.00</b>		<b>\$ 171,113.38</b>
1.3*	2010-D-3	TOPSOIL, OFF-SITE	15	0	CY	\$ 85.00		\$ -		\$ -
2.3	2010-E	EXCAVATION, CLASS 10	20		CY	\$ 22.68		\$ -	20	\$ 453.60
3.3*	2010-J	SUBBASE, CRUSHED STONE, CLASS A, 4" THICK	55	20	TON	\$ 25.81		\$ -	20	\$ 516.20
4.3*	2010-J	SUBBASE, CRUSHED STONE, MACADAM, 8" THICK	10	0	TON	\$ 22.26		\$ -		\$ -

Item	Code	Description	BID Quantity	CO Quantity	Unit	Unit Price	This Period		Total To Date	
							Quantity	Amount	Quantity	Amount
5.3	6010-E-1	MANHOLE ADJUSTMENT, MINOR	12		EA	\$ 2,015.00	1	\$ 2,015.00	12	\$ 24,180.00
6.3	6010-E-2	INTAKE ADJUSTMENT, MINOR	2		EA	\$ 750.00		\$ -	2	\$ 1,500.00
7.3*	7010-E	CURB AND GUTTER, PCC, 30" WIDE	365.7	373.2	LF	\$ 27.00		\$ -	373.2	\$ 10,076.40
8.3*	7020-A	PAVEMENT, ASPHALT, LEVELING COURSE	150	160.73	TON	\$ 98.05		\$ -	160.73	\$ 15,759.58
9.3	7020-B	PAVEMENT, ASPHALT, 2" THICK, BASE COURSE	3		TON	\$ 131.15		\$ -	3	\$ 393.45
10.3	7020-B	PAVEMENT, ASPHALT, 2" THICK INTERMEDIATE COURSE	3		TON	\$ 129.13		\$ -	3	\$ 387.39
11.3*	7020-B	PAVEMENT, ASPHALT, 2" THICK, SURFACE COURSE	868	846.41	TON	\$ 92.85		\$ -	846.41	\$ 78,589.17
12.3	7030-A-1	REMOVAL OF SIDEWALK	51.2		SY	\$ 15.00		\$ -	51.2	\$ 768.00
13.3	7030-A-3	REMOVAL OF DRIVEWAY	10.7		SY	\$ 17.00		\$ -	10.7	\$ 181.90
14.3	7030-E	SIDEWALK, PCC, 5" THICK	53.8		SY	\$ 58.00		\$ -	53.8	\$ 3,120.40
15.3	7030-G	DETECTABLE WARNING	26		SF	\$ 50.00		\$ -	26	\$ 1,300.00
16.3	7040-G	MILLING	6428.6		SY	\$ 2.69		\$ -	6428.6	\$ 17,292.93
17.3*	7040-I	CURB AND GUTTER REMOVAL	365.7	373.2	LF	\$ 11.00		\$ -	373.2	\$ 4,105.20
18.3	8030-A	TEMPORARY TRAFFIC CONTROL	1		LS	\$ 1,500.00		\$ -	1	\$ 1,500.00
19.3	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.04		AC	\$ 7,500.00	0.04	\$ 300.00	0.04	\$ 300.00
20.3	11,020-A	MOBILIZATION	1		LS	\$ 10,100.00		\$ -	1	\$ 10,100.00
A01.3***	CCO2/CCO3	PCC PATCHING, CURB AND GUTTER INTERIOR		373.2	LF	\$ 4.50		\$ -	373.2	\$ 1,679.40
		<b>DIVISION 3 TOTAL BID ITEMS</b>						<b>\$ 2,315.00</b>		<b>\$ 172,203.62</b>
		<b>TOTAL BID ITEMS</b>						<b>\$ 5,518.50</b>		<b>\$ 617,759.88</b>

\*Modified by Change Order

\*\*A01.2: 1000.5 LF of quantity was added in Pay Estimate 2, but was not included in the total amount due in the This Period and To Date columns.

\*\*\*A01.3: 367.2 LF of quantity was added in Pay Estimate 2, but was not included in the total amount due in the This Period and To Date columns. An additional 6.0 LF was completed in August and added to this pay estimate.



PARTIAL PAY ESTIMATE NUMBER FOUR  
2024 STREET IMPROVEMENTS, OELWEIN, IOWA  
PROJECT NUMBER 23-498

This Period	Retainer 5.00%	Total to Date
\$ 5,518.50	Amount Earned	\$ 617,759.88
\$ 275.93	Amount Retained	\$ 30,887.99
XXXXXXXXXXXXXXXXXXXX	Previous Payments	\$ 581,629.31
\$ 5,242.58	Amount Due	\$ 5,242.58

Estimated Percent of Job Completed

100.00%

Is Contractor's Construction Progress on Schedule?

Yes

Submitted By:

Approved By:

Heartland Asphalt, Inc.

City of Oelwein

By: Frank Kelly Date: 10/08/2024  
Frank Kelley, Vice President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brett DeVore, Mayor

Recommended By:

Fehr Graham

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dylan Mulfinger, City Administrator

By: [Signature] Date: 10/03/2024  
Jon Biederman, PE, LSI, Senior Project Manager

RESOLUTION NO. \_\_\_\_\_-2024

RESOLUTION APPROVING FINAL PAY APPLICATION NO. 5 IN THE AMOUNT OF \$30,887.99 TO HEARTLAND ASPHALT FOR 2024 STREET IMPROVEMENTS PROJECT

WHEREAS, the City of Oelwein has made great progress on the 2024 Street Improvement Project; and

WHEREAS, the final pay application number 5 will cost \$30,887.99; and

WHEREAS, the project has been designed and administered by Fehr Graham; and

WHEREAS, the contractor is Heartland Asphalt; and

WHEREAS, the work done on the project has been satisfactory; and

Now, therefore, be it resolved by the City Council of Oelwein, Iowa approves Final Pay Application No. 5 in the amount of \$30,887.99 to Heartland Asphalt, Inc. for 2024 Street Improvements Project.

Passed and approved this 14<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
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

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024

PARTIAL PAY ESTIMATE NUMBER FIVE FINAL RETAINAGE  
 2024 STREET IMPROVEMENTS, OELWEIN, IOWA  
 PROJECT NUMBER 23-498

Name of Contractor: Heartland Asphalt, Inc. 2601 S. Federal Avenue Mason City, Iowa 50401	Name of Owner: City of Oelwein 20 2nd Avenue SW Oelwein, Iowa 50662
-------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------

Date of Completion:  Original: Complete by August 30, 2024 Revised:	Amount of Contract:  Original: \$ 629,516.89 Revised: \$ 617,759.88 Through: Change Order 4	Dates of Estimate:  From: September 28, 2024 Through: September 28, 2024
------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------

Item	Code	Description	BID Quantity	CO Quantity	Unit	Unit Price	This Period		Total To Date	
							Quantity	Amount	Quantity	Amount
<b>BID ITEMS</b>										
1.1*	2010-D-3	TOPSOIL, OFF-SITE	50	17.1	CY	\$ 85.00		\$ -	17.1	\$ 1,453.50
2.1*	2010-E	EXCAVATION, CLASS 10	240	116	CY	\$ 22.68		\$ -	116	\$ 2,630.88
3.1*	2010-J	SUBBASE, CRUSHED STONE, CLASS A, 4" THICK	220	164.59	TON	\$ 25.81		\$ -	164.59	\$ 4,248.07
4.1*	2010-J	SUBBASE, CRUSHED STONE, MACADAM, 8" THICK	185	0	TON	\$ 22.26		\$ -		\$ -
5.1	5020-F	VALVE BOX ADJUSTMENT, MINOR	5		EA	\$ 750.00		\$ -	5	\$ 3,750.00
6.1	6010-E-1	MANHOLE ADJUSTMENT, MINOR	9		EA	\$ 2,015.00		\$ -	9	\$ 18,135.00
7.1	6010-E-2	INTAKE ADJUSTMENT, MINOR	1		EA	\$ 750.00		\$ -	1	\$ 750.00
8.1*	7010-A	PAVEMENT, PCC, 7" THICK	31.3	34.9	SY	\$ 75.00		\$ -	34.9	\$ 2,617.50
9.1	7010-A	PAVEMENT, PCC, 7" THICK, REINFORCED	98.5		SY	\$ 80.00		\$ -	98.5	\$ 7,880.00
10.1*	7010-E	CURB AND GUTTER, PCC, 24" WIDE	1201.3	1205.5	LF	\$ 24.50		\$ -	1205.5	\$ 29,534.75
11.1*	7020-A	PAVEMENT, ASPHALT, LEVELING COURSE	350	375	TON	\$ 98.05		\$ -	375	\$ 36,768.75
12.1*	7020-B	PAVEMENT, ASPHALT, 2" THICK, BASE COURSE	53	8	TON	\$ 131.15		\$ -	8	\$ 1,049.20
13.1*	7020-B	PAVEMENT, ASPHALT, 2" THICK INTERMEDIATE COURSE	53	50.02	TON	\$ 129.13		\$ -	50.02	\$ 6,459.08
14.1*	7020-B	PAVEMENT, ASPHALT, 2" THICK, SURFACE COURSE	1124	1096	TON	\$ 92.85		\$ -	1096	\$ 101,763.60
15.1	7030-A-1	REMOVAL OF SIDEWALK	19.5		SY	\$ 15.00		\$ -	19.5	\$ 292.50
16.1	7030-A-2	REMOVAL OF SHARED USE PATH	34.6		SY	\$ 15.00		\$ -	34.6	\$ 519.00
17.1	7030-A-3	REMOVAL OF DRIVEWAY	30.9		SY	\$ 17.00		\$ -	30.9	\$ 525.30
18.1	7030-C	SHARED USE PATH, PCC, 6" THICK	34.6		SY	\$ 64.00		\$ -	34.6	\$ 2,214.40
19.1	7030-E	SIDEWALK, PCC, 5" THICK	25		SY	\$ 58.00		\$ -	25	\$ 1,450.00
20.1	7030-G	DETECTABLE WARNING	69.5		SF	\$ 50.00		\$ -	69.5	\$ 3,475.00
21.1	7030-H-1	DRIVEWAY, PAVED, PCC, 6" THICK, REINFORCED	30.9		SY	\$ 72.00		\$ -	30.9	\$ 2,224.80

Item	Code	Description	BID Quantity	CO Quantity	Unit	Unit Price	This Period		Total To Date	
							Quantity	Amount	Quantity	Amount
22.1	7040-G	MILLING	3754.2		SY	\$ 2.69		\$ -	3754.2	\$ 10,098.80
23.1*	7040-H	PAVEMENT REMOVAL, PCC	101.5	98.5	SY	\$ 17.00		\$ -	98.5	\$ 1,674.50
24.1*	7040-H	PAVEMENT REMOVAL, ASPHALT	506.4	490	SY	\$ 8.50		\$ -	490	\$ 4,165.00
25.1*	7040-I	CURB AND GUTTER REMOVAL	1024.6	1078.5	LF	\$ 11.00		\$ -	1078.5	\$ 11,863.50
26.1	8030-A	TEMPORARY TRAFFIC CONTROL	1		LS	\$ 1,700.00		\$ -	1	\$ 1,700.00
27.1	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.1		AC	\$ 5,000.00		\$ -	0.1	\$ 500.00
28.1	11,020-A	MOBILIZATION	1		LS	\$ 11,275.00		\$ -	1	\$ 11,275.00
A01.1*	CCO1	PCC PATCHING, CURB AND GUTTER INTERIOR		1205.5	LF	\$ 4.50		\$ -	1205.5	\$ 5,424.75
<b>DIVISION 1 TOTAL BID ITEMS</b>								\$ -		\$ 274,442.88
1.2*	2010-D-3	TOPSOIL, OFF-SITE	50	0	CY	\$ 85.00		\$ -		\$ -
2.2	2010-E	EXCAVATION, CLASS 10	41		CY	\$ 22.68		\$ -	41	\$ 929.88
3.2*	2010-J	SUBBASE, CRUSHED STONE, CLASS A, 4" THICK	85	50	TON	\$ 25.81		\$ -	50	\$ 1,290.50
4.5*	5020-F	VALVE BOX ADJUSTMENT, MINOR	10	11	EA	\$ 750.00		\$ -	11	\$ 8,250.00
5.2	6010-E-1	MANHOLE ADJUSTMENT, MINOR	8		EA	\$ 2,015.00		\$ -	8	\$ 16,120.00
6.2	6010-E-2	INTAKE ADJUSTMENT, MINOR	2		EA	\$ 750.00		\$ -	2	\$ 1,500.00
7.2*	7010-E	CURB AND GUTTER, PCC, 24" WIDE	1015	1000.5	LF	\$ 24.50		\$ -	1000.5	\$ 24,512.25
8.2	7020-A	PAVEMENT, ASPHALT, LEVELING COURSE	175	187	TON	\$ 98.05		\$ -	187	\$ 18,335.35
9.2*	7020-B	PAVEMENT, ASPHALT, 2" THICK, SURFACE COURSE	662	645	TON	\$ 92.85		\$ -	645	\$ 59,888.25
10.2*	7030-A-3	REMOVAL OF DRIVEWAY	49.8	72.2	SY	\$ 17.00		\$ -	72.2	\$ 1,227.40
11.2*	7030-H-1	DRIVEWAY, PAVED, PCC, 6" THICK, REINFORCED	49.8	72.2	SY	\$ 72.00		\$ -	72.2	\$ 5,198.40
12.2	7040-G	MILLING	2660		SY	\$ 2.69		\$ -	2660	\$ 7,155.40
13.2*	7040-I	CURB AND GUTTER REMOVAL	1015	986.7	LF	\$ 11.00		\$ -	986.7	\$ 10,853.70
14.2	8030-A	TEMPORARY TRAFFIC CONTROL	1		LS	\$ 1,700.00		\$ -	1	\$ 1,700.00
15.2	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.1		AC	\$ 5,000.00		\$ -	0.1	\$ 500.00
16.2	11,020-A	MOBILIZATION	1		LS	\$ 9,150.00		\$ -	1	\$ 9,150.00
A01.2**	CCO2	PCC PATCHING, CURB AND GUTTER INTERIOR		1000.5	LF	\$ 4.50		\$ -	1000.5	\$ 4,502.25
<b>DIVISION 2 TOTAL BID ITEMS</b>								\$ -		\$ 171,113.38
1.3*	2010-D-3	TOPSOIL, OFF-SITE	15	0	CY	\$ 85.00		\$ -		\$ -
2.3	2010-E	EXCAVATION, CLASS 10	20		CY	\$ 22.68		\$ -	20	\$ 453.60
3.3*	2010-J	SUBBASE, CRUSHED STONE, CLASS A, 4" THICK	55	20	TON	\$ 25.81		\$ -	20	\$ 516.20
4.3*	2010-J	SUBBASE, CRUSHED STONE, MACADAM, 8" THICK	10	0	TON	\$ 22.26		\$ -		\$ -



Item	Code	Description	BID Quantity	CO Quantity	Unit	Unit Price	This Period		Total To Date	
							Quantity	Amount	Quantity	Amount
5.3	6010-E-1	MANHOLE ADJUSTMENT, MINOR	12		EA	\$ 2,015.00		\$ -	12	\$ 24,180.00
6.3	6010-E-2	INTAKE ADJUSTMENT, MINOR	2		EA	\$ 750.00		\$ -	2	\$ 1,500.00
7.3*	7010-E	CURB AND GUTTER, PCC, 30" WIDE	365.7	373.2	LF	\$ 27.00		\$ -	373.2	\$ 10,076.40
8.3*	7020-A	PAVEMENT, ASPHALT, LEVELING COURSE	150	160.73	TON	\$ 98.05		\$ -	160.73	\$ 15,759.58
9.3	7020-B	PAVEMENT, ASPHALT, 2" THICK, BASE COURSE	3		TON	\$ 131.15		\$ -	3	\$ 393.45
10.3	7020-B	PAVEMENT, ASPHALT, 2" THICK INTERMEDIATE COURSE	3		TON	\$ 129.13		\$ -	3	\$ 387.39
11.3*	7020-B	PAVEMENT, ASPHALT, 2" THICK, SURFACE COURSE	868	846.41	TON	\$ 92.85		\$ -	846.41	\$ 78,589.17
12.3	7030-A-1	REMOVAL OF SIDEWALK	51.2		SY	\$ 15.00		\$ -	51.2	\$ 768.00
13.3	7030-A-3	REMOVAL OF DRIVEWAY	10.7		SY	\$ 17.00		\$ -	10.7	\$ 181.90
14.3	7030-E	SIDEWALK, PCC, 5" THICK	53.8		SY	\$ 58.00		\$ -	53.8	\$ 3,120.40
15.3	7030-G	DETECTABLE WARNING	26		SF	\$ 50.00		\$ -	26	\$ 1,300.00
16.3	7040-G	MILLING	6428.6		SY	\$ 2.69		\$ -	6428.6	\$ 17,292.93
17.3*	7040-I	CURB AND GUTTER REMOVAL	365.7	373.2	LF	\$ 11.00		\$ -	373.2	\$ 4,105.20
18.3	8030-A	TEMPORARY TRAFFIC CONTROL	1		LS	\$ 1,500.00		\$ -	1	\$ 1,500.00
19.3	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.04		AC	\$ 7,500.00		\$ -	0.04	\$ 300.00
20.3	11,020-A	MOBILIZATION	1		LS	\$ 10,100.00		\$ -	1	\$ 10,100.00
A01.3***	CCO2/CCO3	PCC PATCHING, CURB AND GUTTER INTERIOR		373.2	LF	\$ 4.50		\$ -	373.2	\$ 1,679.40
		<b>DIVISION 3 TOTAL BID ITEMS</b>						\$ -		\$ 172,203.62
		<b>TOTAL BID ITEMS</b>						\$ -		\$ 617,759.88

\*Modified by Change Order

\*\*A01.2: 1000.5 LF of quantity was added in Pay Estimate 2, but was not included in the total amount due in the This Period and To Date columns.

\*\*\*A01.3: 367.2 LF of quantity was added in Pay Estimate 2, but was not included in the total amount due in the This Period and To Date columns. An additional 6.0 LF was completed in August and added to this pay estimate.

PARTIAL PAY ESTIMATE NUMBER FIVE FINAL RETAINAGE  
2024 STREET IMPROVEMENTS, OELWEIN, IOWA  
PROJECT NUMBER 23-498

This Period	Retainer 5.00%	Total to Date
\$ -	Amount Earned	\$ 617,759.88
\$ (30,887.99)	Amount Retained	
XXXXXXXXXXXXXXXXXXXX	Previous Payments	\$ 586,871.89
\$ 30,887.99	Amount Due	\$ 30,887.99

Estimated Percent of Job Completed

100.00%

Is Contractor's Construction Progress on Schedule?

Yes

Submitted By:

Approved By:

Heartland Asphalt, Inc.

City of Oelwein

By: Frank Kelly Date: 10/08/2024  
Frank Kelley, Vice President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brett DeVore, Mayor

Recommended By:

Fehr Graham

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dylan Mulfinger, City Administrator

By: [Signature] Date: 10/03/2024  
Jon Biederman, PE, LSI, Senior Project Manager

RESOLUTION NO. \_\_\_\_\_-2024

RESOLUTION ACCEPTING THE COMPLETION OF 2024 STREET IMPROVEMENTS PROJECT WITH HEARTLAND ASPHALT, INC.

WHEREAS, the City of Oelwein has made substantial improvements to the streets; and

WHEREAS, Heartland Asphalt, Inc. has finished the project; and

WHEREAS, the City of Oelwein is accepting the project formally; and

WHEREAS, Fehr Graham is satisfied with the project and the impact the improvements; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa accepts the completion of 2024 Street Improvement Project with Heartland Asphalt, Inc.

Passed and approved this 14<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
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

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024

CHANGE ORDER

No.: 2

Date of Issuance: December 1, 2023

Effective Date: December 11, 2023

Owner: City of Oelwein

Contractor: Bacon Concrete

Contract:

Project: Event Center 2 Parking Lot Improvements

Owners Contract No.:

Engineer's Project No.: 23-500

Engineer: Fehr Graham – Jon Biederman, PE, LSI, Senior Project Manager

You are directed to make the following changes in the Contract Documents:

Description:

See exhibit.

Reason for Change Order:

See exhibit.

Attachments: (List documents supporting change):

See exhibit.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price

Original Contract Times

\$ 212,515.43

\_\_\_\_\_ days or dates

Previous Change Orders No.

Net change from previous Change Orders

1 To No. 1  
\$ 10,862.30

\_\_\_\_\_ days

Contract Price prior to this Change Order

Contract Time prior to this Change Order

\$ 223,377.73

\_\_\_\_\_ days

Net Increase of this Change Order

Net Increase (Decrease) of this Change Order

\$ 421.56

\_\_\_\_\_ days or date

Contract Price with all approved Change Orders

Contract Time with all approved Change Orders

\$ 223,799.29

\_\_\_\_\_ days or date

APPROVED: City of Oelwein

ACCEPTED: Bacon Concrete

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

\_\_\_\_\_  
Cory Bacon, President

By: \_\_\_\_\_  
(Signature)

By: Cory Bacon  
(Signature)

\_\_\_\_\_  
Date

12/01/2023  
Date



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

[Signature]  
Jon Biederman, PE, LSI  
License Number 13868

12/04/2023

Date

My license renewal date is December 31, 2024.  
Pages covered by this seal: Change Order #1





PARTIAL PAY ESTIMATE NUMBER TWO  
 EVENT CENTER 2 PARKING LOT IMPROVEMENTS, OELWEIN, IOWA  
 PROJECT NUMBER 23-500

Name of Contractor: Bacon Concrete PO Box 188, 370 Bancroft Street Postville, Iowa	Name of Owner: City of Oelwein 20 2nd Avenue SW Oelwein, Iowa
------------------------------------------------------------------------------------------	---------------------------------------------------------------------

Date of Completion:  Original: Completed by October 27, 2023 Revised:	Amount of Contract:  Original:     \$           212,515.43 Revised:     \$           223,799.29 Through Change Order: 2	Dates of Estimate:  From: October 1, 2023 Through: November 25, 2023
--------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
<b>BID ITEMS</b>									
1	2010-D-3	TOPSOIL, OFF-SITE, 10" THICK	68	CY	\$ 24.00	68	\$ 1,632.00	68	\$ 1,632.00
2	2010-E	EXCAVATION, CLASS 10	1565	CY	\$ 8.25		\$ -	1565	\$ 12,911.25
3	2010-I	SUBGRADE TREATMENT, ENGINEERING FABRIC	189.5	SY	\$ 3.85	189.5	\$ 729.58	189.5	\$ 729.58
4*	2010-J	SUBBASE, CRUSHED STONE, MODIFIED	2391.76	TON	\$ 18.00	78.82	\$ 1,418.76	2391.76	\$ 43,051.68
5*	2010-999-A	CRUSHED STONE, SALVAGE AND PLACE	48	TON	\$ 7.00		\$ -	48	\$ 336.00
6*	2010-999-B	LANDSCAPE ROCK, 3/4" DIA	30.92	TON	\$ 90.00	30.92	\$ 2,782.80	30.92	\$ 2,782.80
7	4020-A-1	STORM SEWER, TRENCHED, DUAL WALL HDPE, 8" DIA.	36	LF	\$ 25.00		\$ -	36	\$ 900.00
8	4020-A-1	STORM SEWER, TRENCHED, DUAL WALL HDPE, 10" DIA.	85	LF	\$ 27.00		\$ -	85	\$ 2,295.00
9	6010-B	INTAKE, SW-512, 24" DIA, WITH PCC BOXOUT	1	EA	\$ 3,200.00		\$ -	1	\$ 3,200.00
10	6010-B	INTAKE, SW-512, 12" DIA	1	EA	\$ 2,700.00		\$ -	1	\$ 2,700.00
11	6010-G	CONNECTION TO EXISTING INTAKE	1	EA	\$ 800.00		\$ -	1	\$ 800.00
12	7010-A	PAVEMENT, PCC, REINFORCED, 8" THICK	40.6	SY	\$ 88.50		\$ -	40.6	\$ 3,593.10
13*	7010-A	PAVEMENT, PCC, REINFORCED, 7" THICK	123.8	SY	\$ 77.00		\$ -	123.8	\$ 9,532.60
14	7010-E	CURB AND GUTTER, PCC, 2'+/- WIDE, 7" THICK	162.5	LF	\$ 35.00		\$ -	162.5	\$ 5,687.50
15	7020-B	PAVEMENT, ASPHALT, 4" THICK	2785.2	SY	\$ 28.00	2785.2	\$ 77,985.60	2785.2	\$ 77,985.60
16	7030-A	REMOVAL OF SIDEWALK	211.1	SY	\$ 5.00		\$ -	211.1	\$ 1,055.50
17	7030-E	SIDEWALK, PCC, REINFORCED, 6" THICK	301.9	SY	\$ 68.00		\$ -	301.9	\$ 20,529.20

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
18	7030-F	BRICK/PAVER SIDEWALK BAND, SALVAGE AND REPLACE	1	LS	\$ 1,800.00		\$ -	1	\$ 1,800.00
19	7030-G	DETECTABLE WARNING	22	SF	\$ 63.00		\$ -	22	\$ 1,386.00
20*	7040-H	PAVEMENT REMOVAL	2636.1	SY	\$ 4.75		\$ -	2636.1	\$ 12,521.48
21	7040-I	CURB AND GUTTER REMOVAL	15	LF	\$ 10.00		\$ -	15	\$ 150.00
22	7999-A	WHEEL STOP	29	EA	\$ 170.00	29	\$ 4,930.00	29	\$ 4,930.00
23	8020-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	1	LS	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00
24	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 2,400.00	1	\$ 2,400.00	1	\$ 2,400.00
25	8040-A	TRAFFIC SIGNS	6	EA	\$ 225.00	6	\$ 1,350.00	6	\$ 1,350.00
26	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.09	AC	\$ 6,000.00	0.09	\$ 540.00	0.09	\$ 540.00
27	11,020-A	MOBILIZATION	1	LS	\$ 7,000.00		\$ -	1	\$ 7,000.00
		<b>TOTAL BID ITEMS</b>					\$ 95,768.74		\$ 223,799.29

PARTIAL PAY ESTIMATE NUMBER TWO  
 EVENT CENTER 2 PARKING LOT IMPROVEMENTS, OELWEIN, IOWA  
 PROJECT NUMBER 23-500

This Period	Retainer 5.00%	Total to Date	
\$ 95,768.74	Amount Earned	\$ 223,799.29	
\$ 4,788.44	Amount Retained	\$ 11,189.96	
XXXXXXXXXXXXXXXXXXXX	Previous Payments	\$ 121,629.02	
\$ 90,980.30	Amount Due	\$ 90,980.30	

Estimated Percent of Job Completed 100.00%

Is Contractor's Construction Progress on Schedule? Yes

Submitted By:  
  
 \_\_\_\_\_  
 Bacon Concrete


Approved By:  
  
 \_\_\_\_\_  
 City of Oelwein

By: Cory Bacon Date: 12/01/2023  
 \_\_\_\_\_  
 Cory Bacon, President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Brett DeVore, Mayor

Recommended By:  
  
 \_\_\_\_\_  
 Fehr Graham

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Dylan Mulfinger, City Administrator

By:  Date: 12/04/2023  
 \_\_\_\_\_  
 Jon Biederman, PE, LSI, Senior Project Manager

PARTIAL PAY ESTIMATE NUMBER THREE - FINAL RETAINAGE  
 EVENT CENTER 2 PARKING LOT IMPROVEMENTS, OELWEIN, IOWA  
 PROJECT NUMBER 23-500

Name of Contractor: Bacon Concrete PO Box 188, 370 Bancroft Street Postville, Iowa	Name of Owner: City of Oelwein 20 2nd Avenue SW Oelwein, Iowa
------------------------------------------------------------------------------------------	---------------------------------------------------------------------

Date of Completion:  Original: Completed by October 27, 2023 Revised:	Amount of Contract:  Original: \$ 212,515.43 Revised: \$ 223,799.29 Through Change Order: 2	Dates of Estimate:  From: October 1, 2023 Through: November 25, 2023
--------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
<b>BID ITEMS</b>									
1	2010-D-3	TOPSOIL, OFF-SITE, 10" THICK	68	CY	\$ 24.00		\$ -	68	\$ 1,632.00
2	2010-E	EXCAVATION, CLASS 10	1565	CY	\$ 8.25		\$ -	1565	\$ 12,911.25
3	2010-I	SUBGRADE TREATMENT, ENGINEERING FABRIC	189.5	SY	\$ 3.85		\$ -	189.5	\$ 729.58
4*	2010-J	SUBBASE, CRUSHED STONE, MODIFIED	2391.76	TON	\$ 18.00		\$ -	2391.76	\$ 43,051.68
5*	2010-999-A	CRUSHED STONE, SALVAGE AND PLACE	48	TON	\$ 7.00		\$ -	48	\$ 336.00
6*	2010-999-B	LANDSCAPE ROCK, 3/4" DIA	30.92	TON	\$ 90.00		\$ -	30.92	\$ 2,782.80
7	4020-A-1	STORM SEWER, TRENCHED, DUAL WALL HDPE, 8" DIA.	36	LF	\$ 25.00		\$ -	36	\$ 900.00
8	4020-A-1	STORM SEWER, TRENCHED, DUAL WALL HDPE, 10" DIA.	85	LF	\$ 27.00		\$ -	85	\$ 2,295.00
9	6010-B	INTAKE, SW-512, 24" DIA, WITH PCC BOXOUT	1	EA	\$ 3,200.00		\$ -	1	\$ 3,200.00
10	6010-B	INTAKE, SW-512, 12" DIA	1	EA	\$ 2,700.00		\$ -	1	\$ 2,700.00
11	6010-G	CONNECTION TO EXISTING INTAKE	1	EA	\$ 800.00		\$ -	1	\$ 800.00
12	7010-A	PAVEMENT, PCC, REINFORCED, 8" THICK	40.6	SY	\$ 88.50		\$ -	40.6	\$ 3,593.10
13*	7010-A	PAVEMENT, PCC, REINFORCED, 7" THICK	123.8	SY	\$ 77.00		\$ -	123.8	\$ 9,532.60
14	7010-E	CURB AND GUTTER, PCC, 2'+/- WIDE, 7" THICK	162.5	LF	\$ 35.00		\$ -	162.5	\$ 5,687.50
15	7020-B	PAVEMENT, ASPHALT, 4" THICK	2785.2	SY	\$ 28.00		\$ -	2785.2	\$ 77,985.60
16	7030-A	REMOVAL OF SIDEWALK	211.1	SY	\$ 5.00		\$ -	211.1	\$ 1,055.50
17	7030-E	SIDEWALK, PCC, REINFORCED, 6" THICK	301.9	SY	\$ 68.00		\$ -	301.9	\$ 20,529.20



Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
18	7030-F	BRICK/PAVER SIDEWALK BAND, SALVAGE AND REPLACE	1	LS	\$ 1,800.00		\$ -	1	\$ 1,800.00
19	7030-G	DETECTABLE WARNING	22	SF	\$ 63.00		\$ -	22	\$ 1,386.00
20*	7040-H	PAVEMENT REMOVAL	2636.1	SY	\$ 4.75		\$ -	2636.1	\$ 12,521.48
21	7040-I	CURB AND GUTTER REMOVAL	15	LF	\$ 10.00		\$ -	15	\$ 150.00
22	7999-A	WHEEL STOP	29	EA	\$ 170.00		\$ -	29	\$ 4,930.00
23	8020-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	1	LS	\$ 2,000.00		\$ -	1	\$ 2,000.00
24	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 2,400.00		\$ -	1	\$ 2,400.00
25	8040-A	TRAFFIC SIGNS	6	EA	\$ 225.00		\$ -	6	\$ 1,350.00
26	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.09	AC	\$ 6,000.00		\$ -	0.09	\$ 540.00
27	11,020-A	MOBILIZATION	1	LS	\$ 7,000.00		\$ -	1	\$ 7,000.00
		<b>TOTAL BID ITEMS</b>					\$ -		\$ 223,799.29

PARTIAL PAY ESTIMATE NUMBER THREE - FINAL RETAINAGE  
 EVENT CENTER 2 PARKING LOT IMPROVEMENTS, OELWEIN, IOWA  
 PROJECT NUMBER 23-500

This Period	Retainer 5.00%	Total to Date
\$ -	Amount Earned	\$ 223,799.29
\$ (11,189.96)	Amount Retained	
XXXXXXXXXXXXXXXXXXXXX	Previous Payments	\$ 212,609.33
\$ 11,189.96	Amount Due	\$ 11,189.96

Estimated Percent of Job Completed 100.00%

Is Contractor's Construction Progress on Schedule? Yes

Submitted By:  
  
Bacon Concrete

Approved By:  
  
City of Oelwein

By: Date:  
Cory Bacon, President

By: Date:  
Brett DeVore, Mayor

Recommended By:  
  
Fehr Graham

By: Date:  
Dylan Mulfinger, City Administrator

By: Date:  
Jon Biederman, PE, LSI, Senior Project Manager

December 12, 2023

City of Oelwein  
20 2nd Avenue SW  
Oelwein, Iowa 50662

**RE: Letter Recommending Acceptance  
Event Center 2 Parking Lot Improvements, Oelwein, Iowa  
Project No. 23-500**

Dear Mayor DeVore and Council Members,

Construction work on this project was started in September 2023 and completed by November 2023. Work was done in substantial compliance with the terms of the Contract, Plans, Specifications, and Contract Change Orders 1 through 2 for the project. With these change orders, the project's total construction cost was revised from \$212,515.43 to \$223,799.29. The opinion of probable cost at the time of the letting was \$265,866.00.

After direct observations and review of the project, I note the work of constructing the project has been completed by the Contractor and is recommended for acceptance by the City of Oelwein. Once the project is accepted, final payment can be made to Bacon Concrete, LLC. after waiting a minimum of thirty days. The Contractor has a two-year maintenance bond on this project with the period starting with the City's acceptance of the project.

As Engineer for the project, I hereby certify we have reviewed the completed work and the above information is correct to the best of my knowledge and recommend the City of Oelwein formally accept the project.

Respectfully submitted,



Jon Biederman, PE, LSI  
Senior Project Manager

JSB:cls

O:\Oelwein, City of\23-500 Event Center Parking\PA Final\23-500 - City - 2023-12-12 - Letter of Acceptance.docx

RESOLUTION NO. \_\_\_\_\_-2024

RESOLUTION APPROVING CHANGE ORDER NO. 2 IN THE AMOUNT OF \$0.00 AND THE EXTENSION OF 42 DAYS TO SHIFT COMPANIES, LLC. FOR THE REED BED EXPANSION AND EQ BASIN LINER REPLACEMENT PROJECT.

WHEREAS, the original contract price for this project is \$1,347,000.00 and completion date of November 3, 2024; and

WHEREAS, the change order number 2 will cost \$0.00 and extend the project 42 days until December 15, 2024; and

WHEREAS, the project is near substantial completion and the city is satisfied with the work and the results in the reed beds; and

WHEREAS, the project has been designed and administered by Strand Associates;

WHEREAS, the contractor is Shift Companies, LLC;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves Change Order No. 2 in the amount of \$0.00 and the extension of 42 days to Shift Companies, LLC. for Reed Bed Expansion and EQ Basin Liner Replacement Project.

Passed and approved this 14<sup>th</sup> day of October, 2024

\_\_\_\_\_  
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

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024.



**Strand Associates** Item 12.  
 910 West Wingra Drive  
 Madison, WI 53715  
 (P) 608.251.4843  
 www.strand.com

October 8, 2024

**CHANGE ORDER NO. 2**

**PROJECT:** Reed Bed Expansion and EQ Basin Liner Replacement  
**OWNER:** City of Oelwein, Iowa  
**CONTRACT:** 1-2023  
**CONTRACTOR:** Shift Companies, LLC

**Description of Change**

2a	Adjust the Substantial and Final Completion dates as requested by Contractor. This is a no cost change.	ADD	\$0.00
----	---------------------------------------------------------------------------------------------------------	-----	--------

TOTAL VALUE OF THIS CHANGE ORDER:	ADD	\$0.00
-----------------------------------	-----	--------

**Contract Price Adjustment**

Original Contract Price	\$1,347,000.00
Previous Change Order Adjustments	\$40,000.00
Adjustment in Contract Price this Change Order	\$0.00
Current Contract Price including this Change Order	\$1,387,000.00

**Contract Substantial Completion Date Adjustment**

Original Contract Substantial Completion Date	October 5, 2024
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 Days
Contract Substantial Completion Date Adjustments due to this Change Order	41 Days
Current Substantial Contract Completion Dates including all Change Orders	November 15, 2024

**Contract Final Completion Date Adjustment**


Original Contract Final Completion Date	November 3, 2024
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	42 Days
Current Final Contract Completion Dates including all Change Orders	December 15, 2024

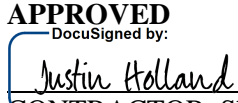


City of Oelwein–Shift Companies, LLC  
Contract 1-2023, Change Order No. 2  
Page 2  
October 8, 2027

This document shall become a supplement to the Contract and all provisions will apply hereto.

**RECOMMENDED**

<p>Signed by:    <hr/> <b>ENGINEER</b> Strand Associates, Inc.®  <small>78BB2347E10E4AE...</small></p>	<p>10/9/2024  <hr/> Date</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------

<p><b>APPROVED</b>  DocuSigned by:    <hr/> <b>CONTRACTOR</b>–Shift Companies, LLC</p>	<p>10/9/2024  <hr/> Date</p>
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<p><b>APPROVED</b>  <hr/> OWNER–City of Oelwein, Iowa</p>	<hr/> Date
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October 14th, 2024

Esteemed City Council Members,

I, David Kral, Building Official for City of Oelwein, reached out to local contractors for competitive quotes for the demolition of 4 city-owned residential properties at addresses: 111 5<sup>th</sup> ave SW, 132 6<sup>th</sup> ave SE, 205 2<sup>nd</sup> st NW, and 204 8<sup>th</sup> ave SW, based on the attached specification documents.

We received 4 competitive quotes total for this project: Bryan construction for \$47,500, Lansing Brothers Construction for \$56,550, Thome Excavating and Grading for \$65,280, and Mätt Construction for \$62,215. We reached out for competitive quotes as opposed to public bids since the project would not reach the state minimum threshold of \$65,000 that would require competitive bidding.

Based on the 4 quotes received, it is my recommendation to accept Bryan Construction’s proposal of \$47,500.

Thank you,

**David Kral**  
Building Official/Zoning Admin.  
City of Oelwein  
20 2<sup>nd</sup> Ave SW Oelwein, Iowa 50662  
319-283-5862



Bryan Construction Inc

Estimate Item 13.

1302 Outer Rd  
Oelwein, IA. 50662

DATE	ESTIMATE NO.
10/4/2024	2432

NAME / ADDRESS
City Of Oelwein 20 2 Ave. S.W. Oelwein, Ia 50662

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Quote For: Residential Demolition Project 2024 111 5th ave SW 132 6th ave SE 205 2nd St NW 204 8th ave SW		47,500.00	47,500.00
Proposal Valid For 30 Days		<b>TOTAL</b>	\$47,500.00

October 4<sup>th</sup>, 2024

City of Oelwein  
20 2<sup>nd</sup> Ave. SW  
Oelwein, Iowa 50662

Re: Demolition of Structures at 111 5<sup>th</sup> Ave. SW, 132 6<sup>th</sup> Ave SE, 205 2<sup>nd</sup> St. NW, and 204 8<sup>th</sup> Ave. SW

David Kral,

As requested, we are submitting a proposal for the demolition of the houses and at 111 5<sup>th</sup> Ave. SW, 132 6<sup>th</sup> Ave. SE, 205 2<sup>nd</sup> Street NW, and 204 8<sup>th</sup> Ave. SW for the City of Oelwein, Iowa. All work per Plans and Specifications emailed on Friday, September 20<sup>th</sup>, 2024. Our Cost Proposal and detailed Scope of Work all per the City of Oelwein demolition specifications are as follows:

Scope of Work

Iowa One Call to locate utilities  
Demolition of houses  
Landfill dumping fees  
Removal of concrete pavements, slabs, and foundation walls per the City of Oelwein requirements  
Capping of sewer and water at property lines  
Backfill of basements  
Regrading and seeding disturbed areas  
Removal and replacement of curb and gutter as specified  
Certificate of Insurance  
Contractor salvage rights to materials

Exclusions

Performance and payment bond  
Excavating and replacing water service curb stop shutoffs  
Capping of water and sewer at main service lines

**Bid Proposal - \$56,550.00**

If you have any questions, you can contact me at 563-543-7360 cell.

Respectfully submitted,  
Chad Lansing

Lansing Brothers Construction

**THOME EXCAVATING & GRADING  
8509 RICKARD ROAD  
LA PORTE CITY, IOWA  
50651**

Item 13.

**ESTIMATE  
DATE: OCTOBER 3, 2024  
ESTIMATE NO. 2172**

ESTIMATE TO :

**DAVID KRAL**

**CITY OF OELWEIN - 20 2ND AVE SW OELWEIN, IOWA**

Description	Amount
<p><b>Demolition House: 204 8th Ave SW</b></p>	<p><b>\$15,300.00</b></p>
<p><b>Demolition House: 205 2nd St Nw</b></p>	<p><b>\$13,100.00</b></p>
<p><b>Demolition House: 111 5th Ave Sw</b></p>	<p><b>\$11,480.00</b></p>
<p><b>Demolition House: 132 6th Ave SE</b></p>	<p><b>\$25,400.00</b></p>
<p>1.Cap sewer and water - Inspection performed by City Inspector 2.Provide Demolition Permit 3.Demolish and Remove primary structure and detached garage 4.Remove Foundation and all concrete 5.Remove walk up sidewalk 6.Tranport Debris to Landfill 7.Grading and seeding</p> <p>Tire Removal Fee: \$25 per tire - This Is NOT Included</p>	
<p><b>Total</b></p>	<p><b>\$65,280.00</b></p>

**Meghan Van Roekel  
319. 784.7158**

Manager





Mätt Construction Inc.  
203 Y. Ave.  
Sumner, IA 50674

# Estimate

Date	Estimate #
9/27/2024	2024093

Phone #	Fax #
563-578-8418	563-578-5791
Email	
MattConstructionInc@gmail.com	

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

Project Description and Specifications	Amount
City of Oelwein - Residential Demolition Project 2024 - Competitive Quote Package Includes all work in Bid Documents  Property Includes: 111 5th Ave, SW, Oelwein 132 6th Ave, SE, Oelwein 205 2nd St, NW, Oelwein 204 8th Ave, SW, Oelwein Lump Sum Total on all 4 Properties	62,215.00
<b>Total</b>	<b>\$62,215.00</b>

The above price, specifications and conditions are satisfactory. You are authorized to do the work.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## City of Oelwein

-

### Residential Demolition Project 2024

-

### Competitive Quote Package

---

Attached are bid specifics for 4 addresses in the City of Oelwein needing demolition for which we are seeking competitive quotes. All 4 are severely dilapidated single-family homes.

The City, as owner of the property and the structure(s) located thereon, has neither performed an asbestos inspection nor removed any suspect materials believed or known to contain asbestos from the structure(s) to be demolished, having determined that the asbestos NESHAP regulation (National Emission Standards for Hazardous Air Pollutants) does not apply to the structure(s) on this property; they are exempt.

Bidders shall be solely responsible for making its' own determination regarding the applicability of any regulation and shall be solely responsible to for compliance with same should bidder be the successful bidder and thereafter awarded a contract by the City.

Permits and inspections would be required at all addresses, as usual.

If interested please return your quote to me via email to:  
buildingofficial@cityofuelwein.org or to City Hall by Friday October 4th, 2024.

Any questions feel free to contact me.

**Thanks,**

**David Kral**

Building Official/Zoning Admin.

City of Oelwein

20 2<sup>nd</sup> Ave SW Oelwein, Iowa 50662

319-283-5862

**City of Oelwein**  
**2024**  
**Home Demolition Project**  
**Specs**

Addresses include:

111 5<sup>th</sup> ave SW

132 6<sup>th</sup> ave SE

205 2<sup>nd</sup> st NW

204 8<sup>th</sup> ave SW



Existing sidewalk to be maintained

Walkup sidewalk to be removed

Primary structure and foundation to be removed

Detached garage and foundation to be removed

Driveway to be removed

NORTH



111 5<sup>th</sup> ave SW



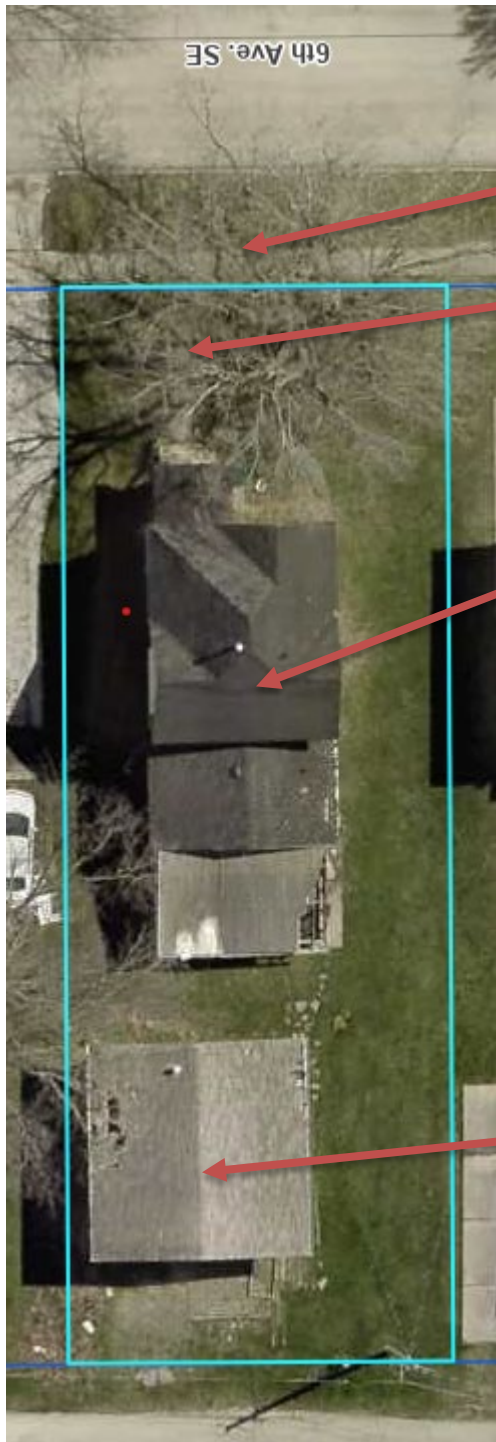






Contractors Final Checklist:

- Inspection performed by City Inspector for capping of sewer and water service
- Driveway removed
- Primary structure and detached garage removed
- Foundations and all concrete removed completely
- Walk up sidewalk removed
- Final grading and seeding
- Existing city sidewalk and existing curb properly maintained



Existing sidewalk to be maintained

Walkup sidewalk to be removed

Primary structure and foundation to be removed

Garage and foundation to be removed

NORTH



132 6<sup>th</sup> ave SE









Contractors Final Checklist:

- Inspection performed by City Inspector for capping of sewer and water service
- Driveway removed
- Primary structure and detached garage removed
- Foundations and all concrete removed completely
- Walk up sidewalk removed
- Final grading and seeding
- Existing city sidewalk and existing curb properly maintained



Existing sidewalk to be maintained

Walkup sidewalk to be removed

Primary structure and foundation to be removed

Detached garages and foundations to be removed, small accessory shed to be removed

Driveway to be removed

NORTH



204 8<sup>th</sup> ave SW









Contractors Final Checklist:

- Inspection performed by City Inspector for capping of sewer and water service
- Driveway removed, driveway approach removed and curb repaired
- Primary structure and detached garages and shed removed
- Foundations and all concrete removed completely
- Walk up sidewalk removed
- Final grading and seeding
- Existing city sidewalk and existing curb properly maintained



Existing sidewalk to be maintained

Walkup sidewalk to be removed

Primary structure and foundation to be removed

NORTH



205 2<sup>nd</sup> st NW









Contractors Final Checklist:

- Inspection performed by City Inspector for capping of sewer and water service
- Driveway removed, driveway approach removed and curb repaired
- Primary structure and detached garage removed
- Foundations and all concrete removed completely
- Walk up sidewalk removed
- Final grading and seeding
- Existing city sidewalk and existing curb properly maintained



RESOLUTION NO. \_\_\_\_\_-2024

RESOLUTION TO APPROVE THE BRYAN CONSTRUCTION BID FOR THE 2024 RESIDENTIAL HOME DEMOLITION PROJECT IN THE AMOUNT OF \$47,500.00

WHEREAS, the City of Oelwein has been aggressive in its efforts to remove dilapidated buildings; and

WHEREAS, the City of Oelwein will be demolishing four city-owned residential properties located at 111 5th Avenue SW, 132 6th Avenue SE, 205 2nd Street NW, and 204 8th Avenue SW; and

WHEREAS, seeking competitive bids is required for projects of this size;

WHEREAS, four bids were received and Bryan Construction was the most competitive in the amount of \$47,500.00; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the Bryan Construction bid for the 2024 Residential Home Demolition Project in the amount of \$47,500.00.

Passed and approved this 14<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
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:

Ricchio  
Weber  
Lenz  
Garrigus  
Seeders  
Payne

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15<sup>th</sup>, 2024

RESOLUTION NO. \_\_\_\_\_-2024

RESOLUTION APPROVING A CONTRACT FOR ENGINEERING SERVICES FROM VJ ENGINEERING FOR THE FACILITATION OF TEAR DOWN OF 27 SOUTH FREDERICK IN THE AMOUNT OF \$12,500

WHEREAS, the city of Oelwein needs an engineer to design the tear down of 27 South Frederick; and

WHEREAS, the city wants to ensure during the tear down no issues occur to the adjacent building owners; and

WHEREAS, this contract will ensure the engineer provides a plan to all prospective demolition contractors; and

WHEREAS, this contract does not include design of the stair case;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a contract for engineering services from VJ Engineering for the facilitation of tear down of 27 South Frederick in the amount of \$12,500.00.

Passed and approved this 14<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
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

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024.

October 14th, 2024



Esteemed City Council Members,

I, David Kral, Building Official for City of Oelwein, reached out to multiple structural engineering and architectural firms, as well as posted on the city website, requesting bids for the creation of demotion specifications for 27 South Frederick based on the attached document.

We received 1 bid for this project from VJ Engineering for \$12,500. Their plan of what the \$12,500 would cover is detailed in the attached document. We have worked with VJ Engineering in the past and they are a very professional and reputable firm. I recommend accepting the bid for the project from VJ Engineering.

Thank you,

**David Kral**  
Building Official/Zoning Admin.  
City of Oelwein  
20 2<sup>nd</sup> Ave SW Oelwein, Iowa 50662  
319-283-5862



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



buildingadmin@CityofOelwein.org  
www.CityofOelwein.org



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







**VJ engineering**  
 2570 holiday road, suite 10  
 Coralville, iowa 52241  
 Ph: (319) 338-4939 fax: (319) 338-9457

Engineering – surveying  
 October 7<sup>th</sup>, 2024  
 David Kral  
 Building Official/Zoning Admin  
 City of Oelwein  
 Re: 27 South Frederick  
 Oelwein, Iowa

To David Kral:

Per your request we have prepared the following proposal to help facilitate engineering services in regards to the demolition work that is planned for 27 South Frederick in Oelwein, Iowa. Some of the items requested in the original Request for Proposal are absent from our proposal as we do not do the actual demolition/construction work and feel things such as a cost estimate for those services or required equipment would be better determined by the actual contractors bidding for those aspects or doing the work. We have no problem having further discussions with the contractor to help facilitate this process as needed.

This contract would cover the following services:

- Conducting a structural assessment of the building and walking through the site with you to identify any potential concerns.
- If the basement walls are found to need reinforcing similar to when work was done on the other side of 29 S. Frederick we would provide similar design and detailing (see attached for reference).
- If design is required for an enclosure of the stairs accessing the 2<sup>nd</sup> level of 29 S. Frederick we would negotiate a separate fee for that once the general layout is determined.
- We would provide a recommended sequencing for the demolition of the building following our visual inspection, as the current condition of the property may have an effect on our recommended sequencing.
- We would also create bidding documents and a demolition plan to facilitate contractor bidding.
- We would review any bids you receive for the actual demolition services to make sure we feel they are adequate and of a reasonable cost.
- In addition to the initial walkthrough of the property, our budget includes (5) additional site visits to meet with stakeholders, preconstruction meetings, and meetings on site to handle various issues that arise during construction and require our presence. Additional site visits would be billed at our time and materials rate (\$155/hour for an engineer plus an additional \$150 to cover milage).

Company overview:

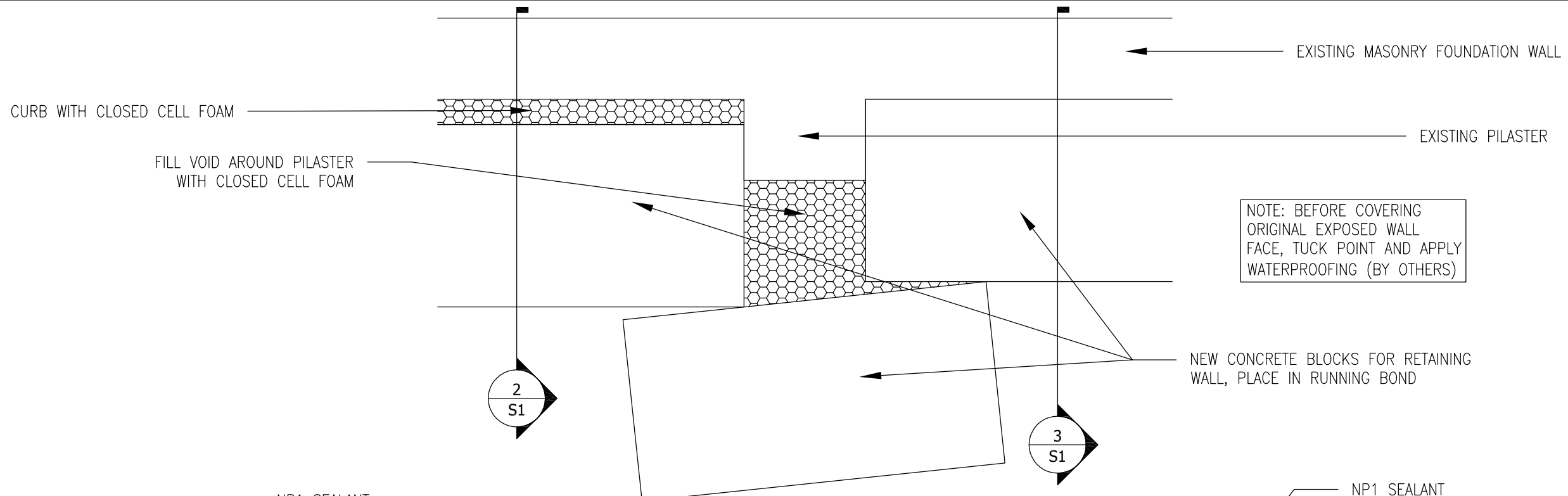
Please see attached brochure and employee information sheets. We have extensive experience with renovations and rehabilitations of old downtown buildings including some demolition.

Pricing:

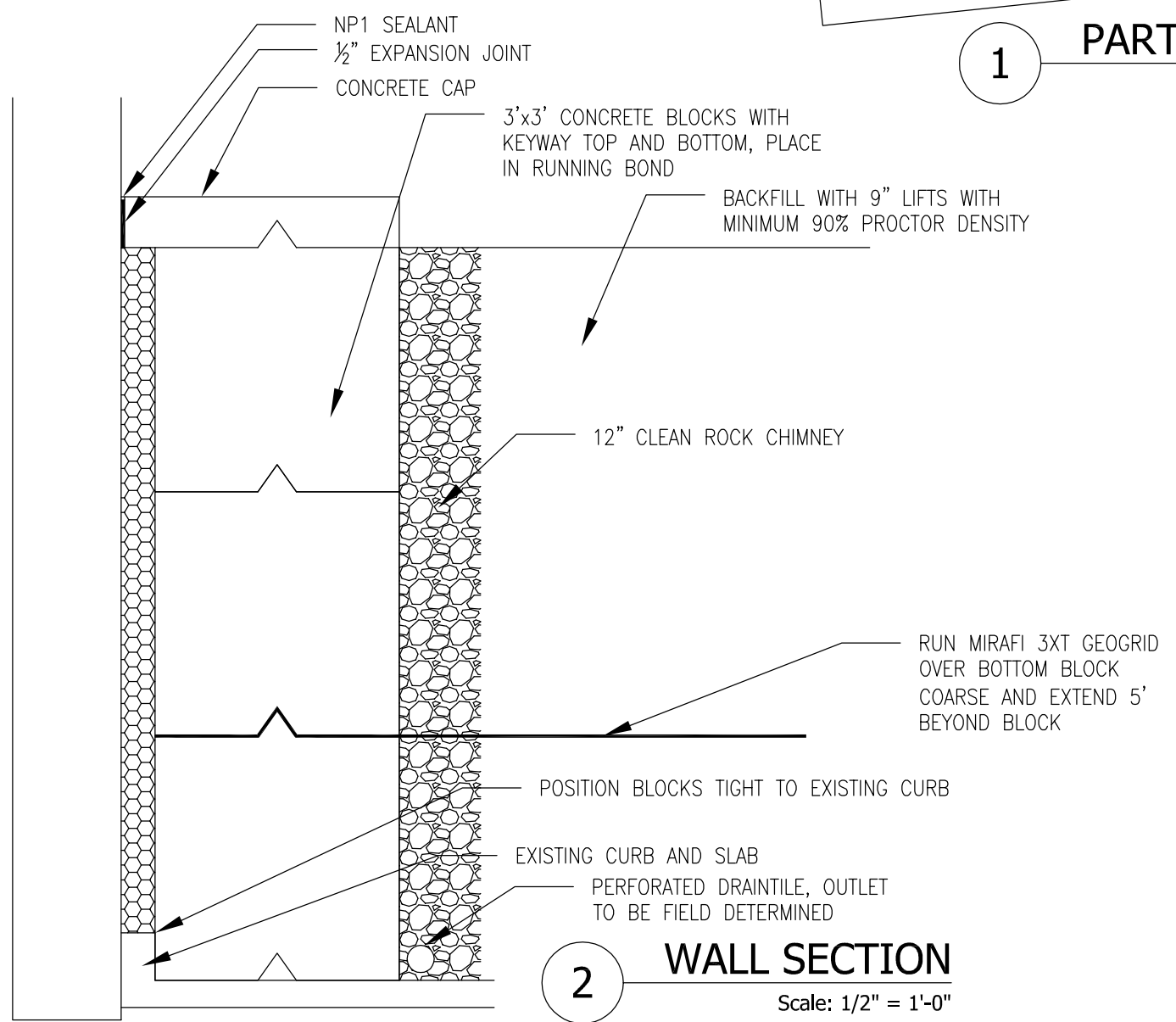
We could provide the above outlined services for \$12,500 plus additional fees as outlined above. The initial site visit to walk the site could be scheduled within (2) weeks of being given notice to proceed.

Sincerely,  
 James C. Jacob, PE

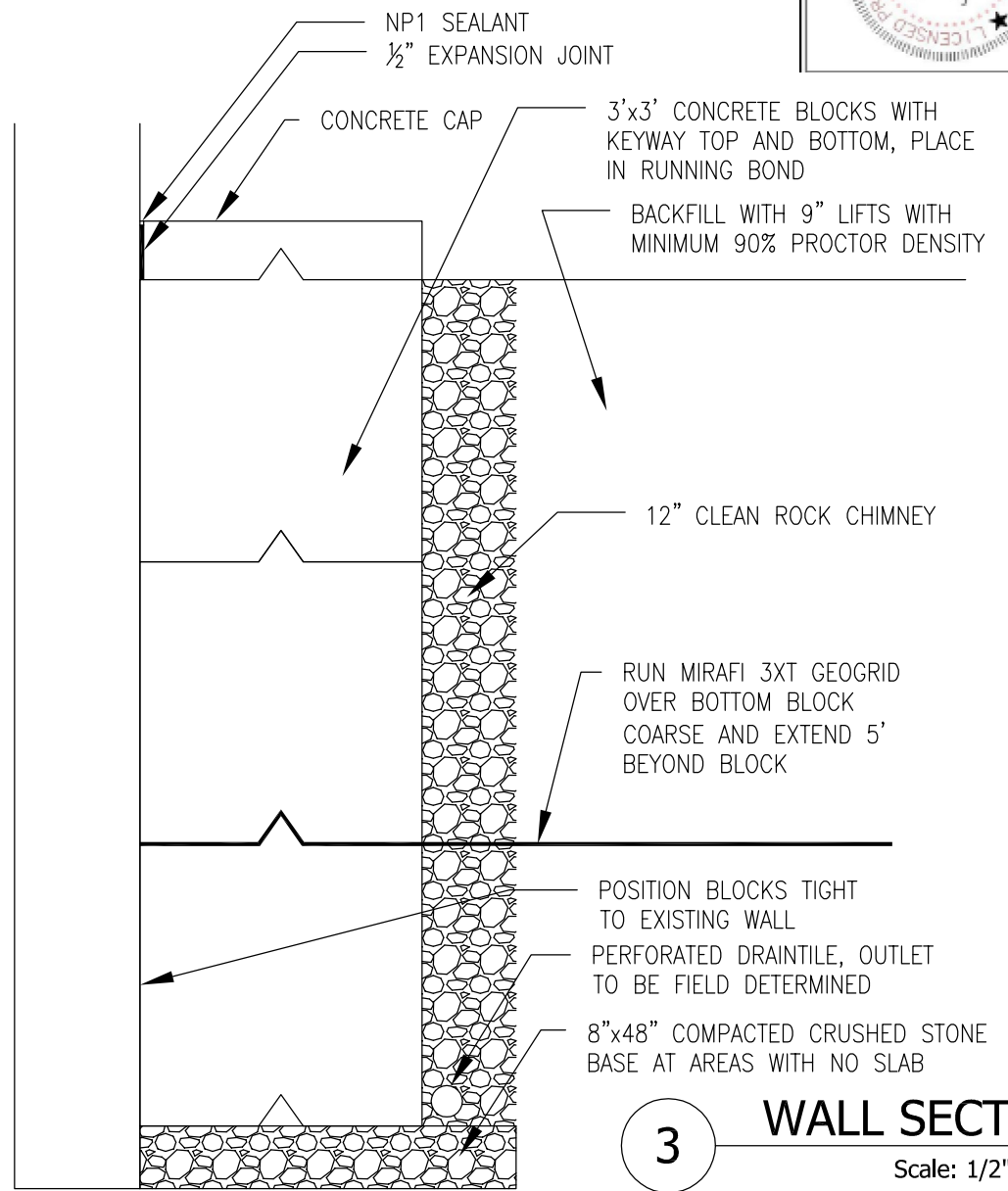
VJ Engineering



**1 PARTIAL PLAN**  
Scale: 1/2" = 1'-0"



**2 WALL SECTION**  
Scale: 1/2" = 1'-0"



**3 WALL SECTION**  
Scale: 1/2" = 1'-0"

I hereby certify that this engineering document was prepared and the related engineering work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

**JAMES C. JACOB, P.E.**  
License number 8895  
My license renewal date is December 31, 2023  
Pages or sheets covered by this seal: 81

10-11-23  
DATE

Item 14.	
SCALE	REVISIONS
AS NOTED	1 10-11-23
DRAWN BY	2
JFK	3
DATE	4
12-19-22	5

VJ Engineering  
2570 Holiday Road  
Coralville, Iowa - 319-338-4939

33 S. FREDERICK ST  
OELWEIN, IOWA  
CITY OF OELWEIN  
BASEMENT INFILL DETAILS

sheet  
**S1**  
22-130

# V J Engineering

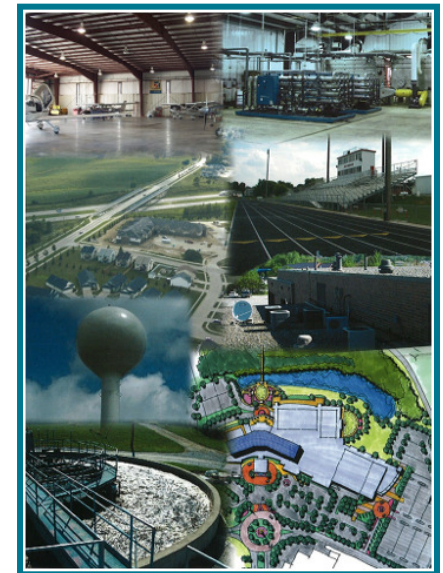
2570 Holiday Road, Suite 10

Coralville, IA 52241

319-338-4939



[www.vjengineering.com](http://www.vjengineering.com)



We engineer your ideas  
into reality!

VJ Engineering has the necessary expertise to help you successfully achieve your project.

Our engineers are licensed in the following states:

- |           |          |
|-----------|----------|
| Iowa      | Illinois |
| Missouri  | Nebraska |
| Minnesota |          |

VJ Engineering offers a wide array of professional services:

- Structural Engineering
  - Bridges
  - Buildings
  - Industrial
  - Failure Analysis
- Civil Engineering
  - Municipal
  - Land Development
  - Water & Wastewater
  - Transportation
  - Recreational Facilities & Trails
  - Construction Services
- Surveying
  - Topographic
  - Property Boundary
  - Construction Staking
  - ALTA Survey
  - Flood Elevation Certificates
  - Retracement Survey
- Environmental
  - Site Assessments
  - Regulatory Agency Negotiation & Liaison
  - Environmental Permitting
  - Spill Prevention Control
  - Waste Water Treatment System Design

VJ Engineering has provided professional engineering services in Eastern Iowa since 1983.

Our clientele include municipalities, developers, architects, industry, and other governmental agencies.

Our staff includes licensed engineers, land surveyors, engineering technicians, and a geologist.

From conception to planning, through design and construction, VJ Engineering has the expertise to help you achieve your goals.



2570 Holiday Road, Suite 10  
Coralville, Iowa 52241  
Phone: 319-338-4939



1501 Technology Parkway, Suite 100  
Cedar Falls, Iowa 50613  
Phone: 319-266-5829

[www.vjengineering.com](http://www.vjengineering.com)



## Municipal

VJ works with community leaders to design water and wastewater systems, street and sidewalk restoration, recreational facilities, buildings, pedestrian/bike trails, fishing piers, storm sewers, and emergency inspections. The community's goals are kept on schedule with an open effective communication system, working to complete the projects on time and on budget.



## Land Development

VJ offers complete site services for municipalities and developers, from site design & surveys, platting services, legal and topographical surveying, subdivision, staking and construction inspection.



## Surveying

VJ Engineering offers a wide variety of professional surveying services for commercial and residential construction projects of all sizes. Our experience keeps our projects moving efficiently through completion. We work closely with clients and owners, legal counsel and contractors to save our clients time and complete the project on schedule.



[www.vjengineering.com](http://www.vjengineering.com)  
319-338-4939 Coralville  
319-266-5829 Cedar Falls

## Environmental

Virtually every project involves environmental regulations. Our staff has years of experience working with Federal, State, and Local agencies to protect the environment in the most cost-effective way possible. Our projects have involved wetlands, flood plains, endangered species, water resources, sites with environmental impacts and archeologically sensitive areas.



## Structural

VJ's team of structural engineers work with you to provide quality designs and solutions for a broad range of structures and project sizes. Our team approaches each project with creativity and critical analysis, and utilizes a collaborative design environment focused on exceeding client expectations. Our wide range of technical expertise and effective project management results in successful projects and exceptional service.



## Bridges

Our bridge designs have won awards for preserving historical design elements, while accomplishing updated functional needs of current traffic. We work with clients to meet the needs of the community while complementing the surroundings, to design architecturally aesthetic projects.



## Industrial Facilities

VJ works with facility managers and engineers to design mechanical support systems, platforms, cranes, docks, stairs, containment systems, equipment and room layouts, and foundations. Our team is trained in visual inspection of structural and crane systems to identify and document damaged or structurally unsafe conditions.



## Failure Analysis

VJ has expertise to assess damage to structures and foundations due to wind, water, erosion, fire, and other natural forces. We customize our approach to the situation to provide solutions for our client's needs and budget. We can provide reports, life-safety assessments, probable cause evaluations, and remedy repair detailed drawings, budgets and timelines.



## Buildings

Our staff will provide detailed construction drawings for new structures & remodels. On-site inspection is also available as needed. Our clients include owners, architects, contractors and developers. Recently completed projects include multi-use lower level parking, commercial and apartment buildings, schools, industrial structures, agricultural buildings.





## CURRICULUM VITAE

James C. Jacob, P.E.

Business: VJ Engineering, Inc.  
2570 Holiday Road  
Coralville, Iowa 52241  
(319) 338-4939

President and Chief Structural Engineer of VJ Engineering, Inc. (December 1987 - present) Responsibilities include industrial design, new building design, bridge design, bridge inspection and rating, analysis of existing structures, and development of structural marketing. Also responsible for structural failure and damage analysis as well as repair and remediation recommendations.

Attended two years at:

United States Coast Guard Academy  
New London, Connecticut

Had highest GPA in class when transferred to:

University of Iowa  
Iowa City, Iowa

Dean's List, Commandant's List and Superintendent's List at USCGA.  
Graduated from University of Iowa "With Distinction" in May 1974.  
Degree - Bachelor of Science in Civil Engineering.

Past President (1983-1984) and Past Vice President (1982-1983) Herbert Hoover Chapter Iowa Engineering Society.

Registered Civil and Structural Engineer in Iowa since 1978. Practiced structural engineering in Iowa since 1974. Registered Professional Engineer in Minnesota, Wisconsin, South Dakota, Missouri and Nebraska.

### PREVIOUS WORK EXPERIENCE

HANSEN LIND MEYER, P.C., Iowa City, Iowa

Structural Project Engineer (November 1981 – November 1987)

Responsible for analysis and design of major hospital construction projects throughout the nation. Duties included complete management of all structural aspects from planning stages through construction.

SHOEMAKER-HAALAND ENGINEERS, Coralville, Iowa

Project Engineer (December 1977 – November 1981)

Responsible for all structural engineering in Coralville, Iowa. Projects included new building design, new bridge design, wastewater treatment plant design, bridge inspection, and rating, box culvert design, and analysis and recommendations for existing buildings.



## **Joshua Kuperman, P.E.**

Structural Engineer

### **REGISTRATION**

Professional Engineer – Iowa

### **EDUCATION**

Master in Advanced Structural Design  
Washington University in Saint Louis, 2008

Bachelor of Science in Civil Engineering  
Washington University in Saint Louis, 2008

## **EXPERIENCE**

### **VJ ENGINEERING, Coralville, Iowa**

#### Structural Engineer (May 2008 – Present)

- Structural steel framing, wood framing, and foundations for many various buildings including a Hills Bank in Cedar Rapids with 2 stories and a clerestory
- Checking and reinforcing roof trusses for various industrial equipment loads including many projects for John Deere Harvester Works such as the D928 reconfiguration, consisting of 12 bridge crane systems interspersed with the screenguard.
- Designing support steel for industrial equipment such as a 37 ton Dye Loader and Bend Brake for John Deere
- Light gauge steel stud framing, including a 2 story mezzanine for offices for Linn Star Transfer and an addition to the Solon care center
- Concrete design, including pier design for the new Mehaffey bridge
- Steel truss connections for the repair work on the old Sutliff Bridge
- Factory inspection services including John Deere Harvester Works' annual material handling inspection
- Steel walkway framing including Wetland Park Walkway in Coralville
- Foundation and anchor design for multiple Pre-engineered buildings, including a the Lynch Collision center (approximately 10,000 sqft)
- Structural design for re-built Bruegger's Bagels at 225 Iowa Avenue.
- WPCF Sewer Pump Station Cofferdam braced excavation calculations (44'-6" x 45'-5" x 23'-6" deep braced excavation)

## **PREVIOUS WORK EXPERIENCE**

### **NNW Engineering Inc., Iowa City, Iowa**

#### CAD technician and Structural Intern (2002 – 2007 Summers)

- Drafting experience for many projects ranging from homes to industrial buildings to bridges
- Minor design experience

## **Job Skills**

### **Computer Skills:**

- AutoCAD, RISA 3D, Enercalc, Mathcad, Revit Structures, Microsoft Office

# JOSHUA BEEH

---

319-329-7500  
[jbeeh@vjengineering.com](mailto:jbeeh@vjengineering.com)

5896 Ridge Line Drive  
 Marion, Iowa 52302

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## PROFILE

I have 22 years of experience in the construction industry. Most of my work has been in residential construction, although there have been several commercial projects over the years. I have learned a wide variety of skills over those years. For the last 16 years I have been self employed, where almost all of my projects have come from referrals.

## EXPERIENCE

Building Inspector at VJ Engineering 2021 - Present

Building official caring for all residential and commercial construction inspections in the following cities in Iowa: Solon, Norway, and Newhall.

Owner of Path and Forge-2008-2021

Path and Forge is a one man decorative concrete company that I started from scratch in 2008. Specializing in designing and manufacturing high end architectural concrete elements including countertops, sinks, fireplace surrounds, wall panels, and furniture. I handled everything from marketing >sales>design > fabrication > installation.

Owner of Josh Beeh Construction-2004-2008

Residential new construction and remodeling. Most of the work was start to finish custom home building. Framing, roofing, siding, windows, doors, insulation, cabinetry, and millwork installation. I continue to do some of this work, and have been involved with the construction of a few hundred homes.

Foreman at Structural II- Iowa City, IA-2001-2004 (Owner-Alan Boettcher-(704) 763-9598)

Structural II was a roofing and historic renovation company in Iowa City. We did a lot of work in the historic district in Iowa City. I was foreman for a 4 man crew.

Drywall Installer/Trim Carpenter at Design Homes Inc.-Prairie du Chein, WI 1999-2000

Drywall hanger and finish carpenter for this modular home construction company.

## EDUCATION

Central Community High School—Elkader, IA—Graduate with Honors

## SKILLS

Besides being a good grunt worker, I am able to read and understand blue prints. I work well with, and get along with, almost everyone. I have quite a bit of experience in public speaking. I learn and adapt quickly, and am very observant, knowing that the details matter. I am honest and up front with everyone.

REFERENCES

Eddie Bell—Owner of Broadband Installations with over 100 employees 712-269-6839

Tom Fischer—Owner of Fishstone Inc in Crystal Lake, IL— Office-  
877-434-7451 Cell-847-648-3474

Alan Boettcher—Former Owner of Structural II and current Journeyman  
Electrician—704-763-9598



## **Request for Proposal (RFP) – Engineer-Designed Demolition Plan for: 27 South Frederick, Oelwein, IA**

The City of Oelwein is seeking proposals from qualified engineering firms to develop a comprehensive demolition plan for a dilapidated brick building located at 27 South Frederick in our downtown area. The selected firm will be responsible for creating a detailed, engineer-designed demolition plan that ensures the safety, regulatory compliance, and cost-effectiveness of the demolition process.

### **1. Project Overview:**

- **Building Description:** The building is a two-story structure built in 1922 with a brick exterior and interior timber construction, approximately 70'x20' in size, with a single-story backside addition of approximately 60'x23'. Attached to the south wall of the front two-story section is a stairwell that leads to the neighboring building. The backside addition is block wall on a cement slab with no basement, while the two-story section has a full basement. The south wall of the basement has a stacked stone foundation, which appears to be separate from the neighboring foundation, while the north wall has a poured cement foundation that also seems separate from the neighboring foundation. The north wall of the building is not attached to the north neighboring building. The south wall of the two story section is attached to the neighboring south stairwell and it appears that the 1-story section block wall has the neighbor's back porch/deck attached to it. See the Appendix attached to the end of this letter for picture references of the building.
- **Project Goals:** The primary goal of this project is the complete demolition of the structure at 27 South Frederick. A key challenge is the removal of this structure while preserving the neighboring buildings and the conjoining south staircase, which serves as an essential egress for the neighboring property to the south. The City is currently in discussions with the neighboring property owner regarding their responsibility for stabilizing the staircase before the demolition begins. This is to ensure that when the City removes the south wall of our building, the neighboring staircase remains intact. If the neighboring property owner determines they cannot save the staircase, then the engineer must include this tear down in their plans.

### **2. Scope of Work:**

The selected firm will be expected to perform the following tasks:

- Conduct a structural assessment of the building to identify potential challenges and hazards.

- Develop a detailed demolition plan, including methods, timelines, safety protocols, and required equipment.
- Coordinate with local authorities to ensure compliance with all relevant regulations
- Provide cost estimates for the demolition process, including contingencies for unforeseen circumstances.
- Attend meetings with city officials and stakeholders to discuss the plan and address any concerns.
- Oversee the execution of the demolition plan, if required.

### 3. Proposal Requirements:

Interested firms are requested to submit the following:

- **Company Overview:** A brief introduction to your firm, including experience with similar projects and qualifications.
- **Approach:** A detailed description of your proposed approach to the project, including methodology and timeline.
- **Team:** An overview of the team member(s) who will be involved in the project, including their qualifications and relevant experience.
- **Budget:** A detailed budget, including a breakdown of costs for each phase of the project.
- **References:** Contact information for at least three references from similar projects.

### 4. Evaluation Criteria:

Proposals will be evaluated based on the following criteria:

- Demonstrated experience with similar demolition projects
- Qualifications and experience of the project team
- Proposed approach and methodology
- Cost-effectiveness and budget considerations
- References and past performance

## 5. Submission Instructions:

Proposals must be submitted by October 9<sup>th</sup>, 2024 to [buildingofficial@cityofuelwein.org](mailto:buildingofficial@cityofuelwein.org). Late submissions will not be considered. Please include "RFP for Demolition Plan – 27 South Frederick" in the subject line of your submission.

## 6. Timeline:

- **RFP Issued:** September 3<sup>rd</sup>, 2024
- **Proposal Submission Deadline:** October 9<sup>th</sup>, 2024
- **Selection of Firm:** October 14<sup>th</sup>, 2024
- **Project Start Date:** Demolition Engineered Plan Completed by February 2025 in effort to begin demolition in April 2025

## 7. Contact Information:

For any questions or further information, please contact:

David Kral  
Building Official for the City of Oelwein  
319-283-5862  
[buildingofficial@cityofuelwein.org](mailto:buildingofficial@cityofuelwein.org)

We look forward to receiving your proposal and working with you on this important project to improve our downtown area.

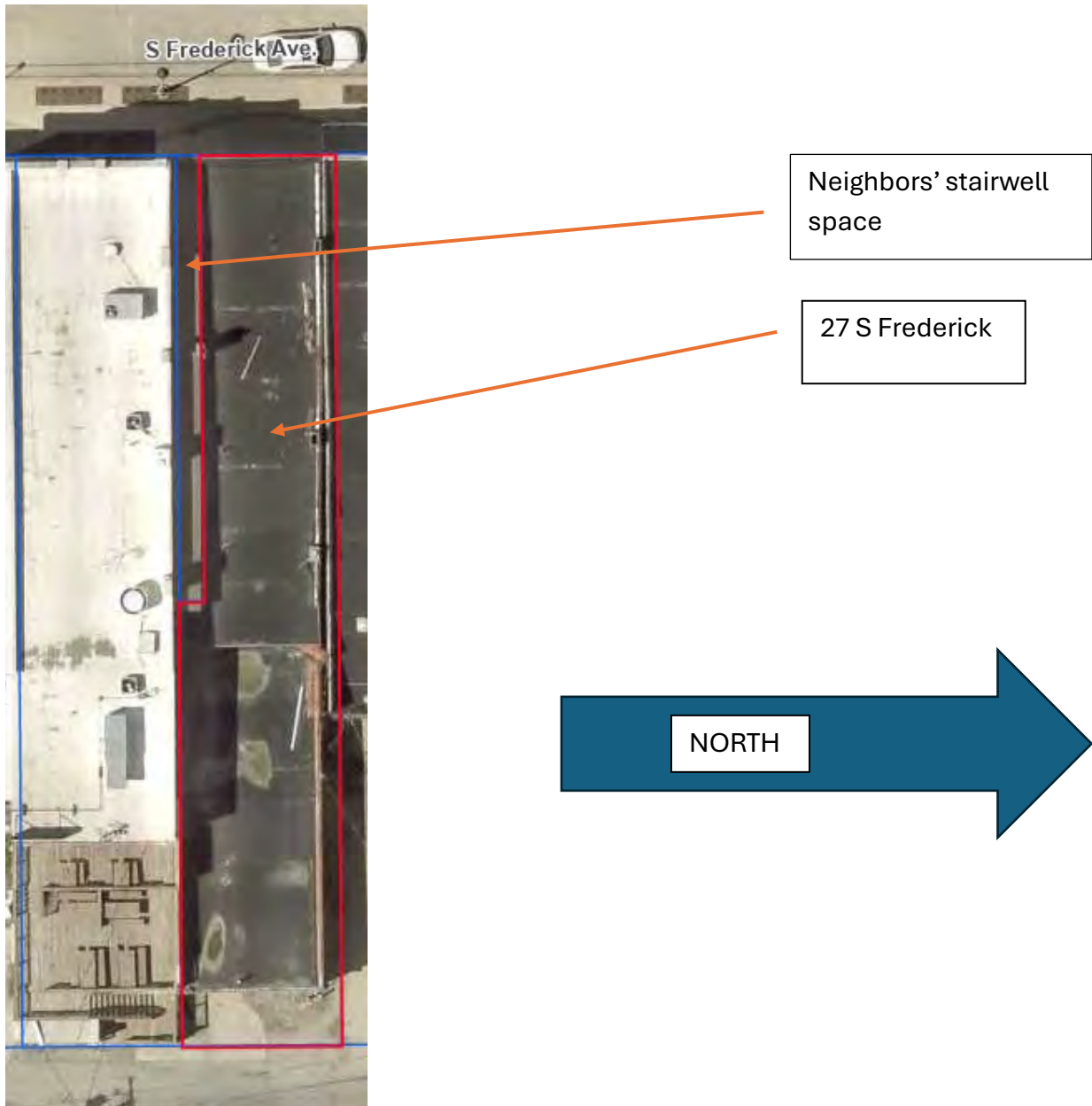
Sincerely,

David Kral  
Building Official for the City of Oelwein

## APPENDIX

Link to County Assessors page for 27 South Frederick:

<https://beacon.schneidercorp.com/Application.aspx?AppID=79&LayerID=705&PageTypeID=4&PageID=522&KeyValue=1821401009>







Gap of separation  
between north  
neighbor

Front(west) face of  
building

Neighbors' stairwell





1<sup>st</sup> floor of 2-story area





Entry into back(east) single story section of building. Circled area notating steel beam header support for upper story exterior wall







Facing west  
toward front of  
building with view  
of basement entry  
stairwell door





SE Corner of back  
single-story  
section of building





NE Corner of back  
single-story  
section of building





2<sup>nd</sup> story facing west





2<sup>nd</sup> story  
facing east





2<sup>nd</sup> story facing north



2<sup>nd</sup> story facing southwest

Drywall of neighbors' stairwell



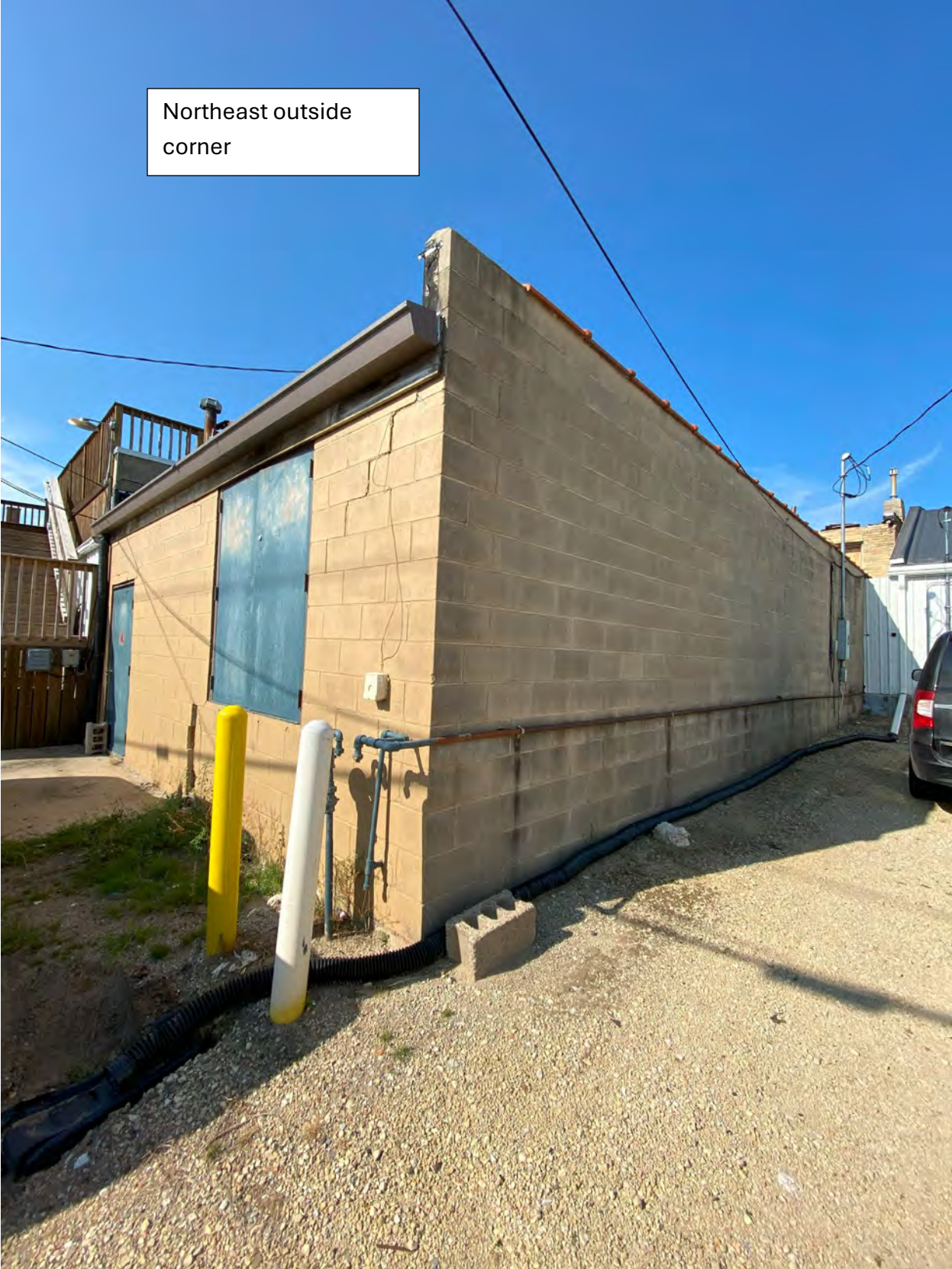
2<sup>nd</sup> story facing southeast



Access door to underside of  
neighbors staircase



Northeast outside corner







Neighbors stairwell area

East roof sections









Southeast wall. Neighbors deck is likely attached to.





Southeast wall/parapet-wall showing deck buildout

Upper roof showing neighbors' stairwell covering. Facing southwest.



Upper roof, facing north west







Wide shot of upper roof section. Note gap between north neighboring structure.



West foundation wall





Southwest foundation wall





South Foundation wall.  
Note change from poured  
wall to stacked stone wall





South East  
Basement corner

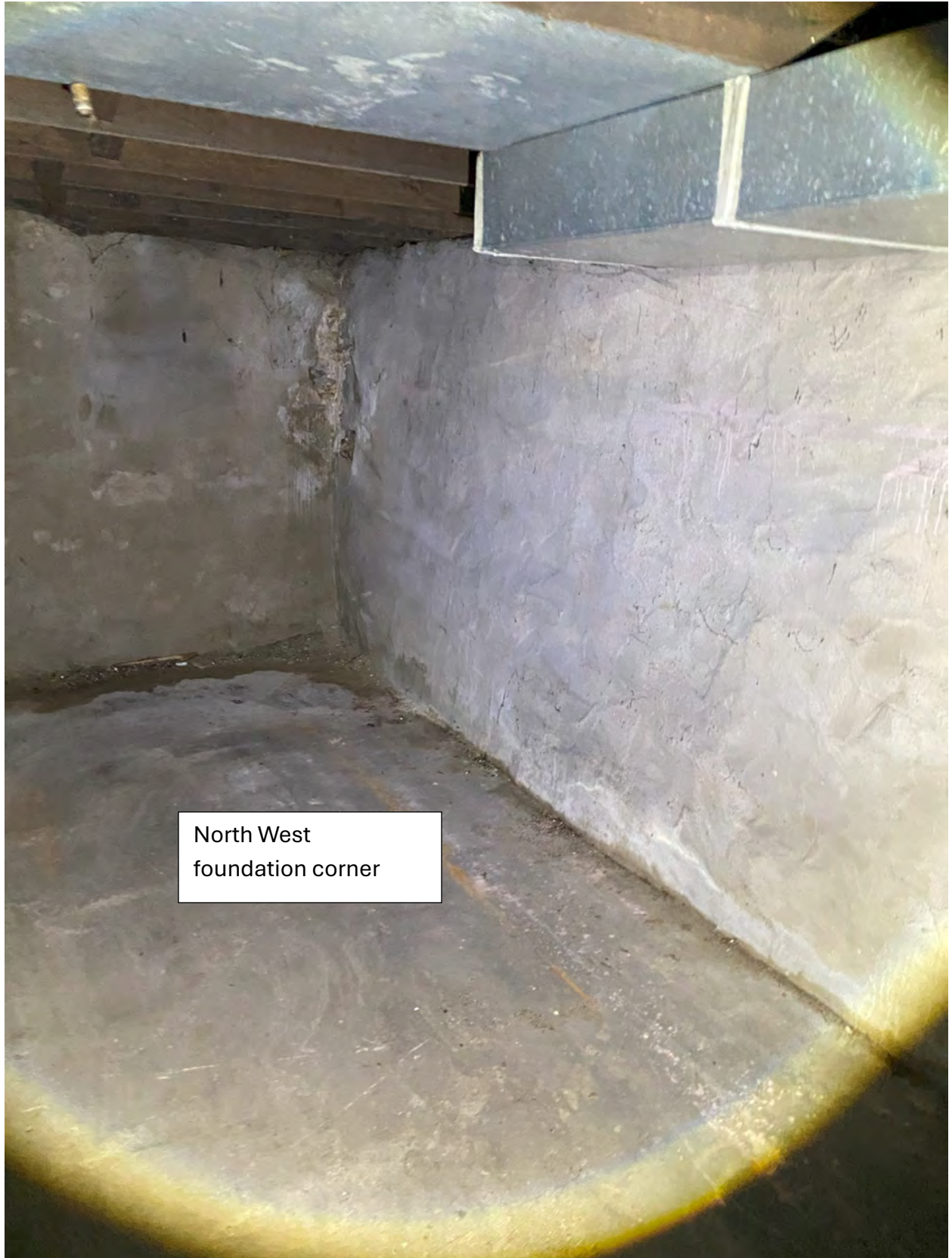




South  
basement  
wall

North  
basement  
wall





North West  
foundation corner





Northeast basement corner,  
bottom of basement stair entry

RESOLUTION NO. \_\_\_\_\_-2024

RESOLUTION APPROVING A THREE-YEAR AGREEMENT WITH OELWEIN YOUTH SPORTS ASSOCIATION FOR RECREATIONAL AND LEAGUE PROGRAMING IN THE AMOUNT OF \$30,000 ANNUALLY

WHEREAS, the city of Oelwein no longer has a recreational director as the wellness and recreation director in now solely wellness; and

WHEREAS, the city wants to provide recreation and league sports events for youth; and

WHEREAS, Oelwein Youth Sports Association is a dedicated group of volunteers whose mission is to engage youth in sports activities; and

WHEREAS, this agreement provides \$30,000 each year with the agreement being evaluated in three years;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a three-year Agreement with Oelwein Youth Sports Association for recreational and league programing in the amount of \$30,000 annually

Passed and approved this 14<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
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

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024.



## AGREEMENT BETWEEN THE CITY OF OELWEIN AND OELWEIN YOUTH SPORTS ASSOCIATION

**This Agreement** is made and entered into on this October 14, 2024 by and between the City of Oelwein hereinafter referred to as the “City,” and Oelwein Youth Sports Association, hereinafter referred to as the “Association.”

**1. Purpose** The purpose of this Agreement is to establish the terms and conditions under which the Association will provide recreational and league sports programs for children within the City and community, with the City acting as a financial partner.

**2. Term** This Agreement shall commence on January 1, 2025 and shall continue until December 31, 2027, unless terminated earlier in accordance with the provisions of this Agreement.

**3. Program Description** the Association shall provide the following recreational and league sports programs (“Programs”)for children:

Recreation	League
Baseball	Baseball
Soccer	
Flag Football	Flag Football
Basketball	Basketball
Softball	Softball
Volleyball	Volleyball (2026)
Running Club	
Wrestling	Wrestling
T-Ball	

### 4. Responsibilities of the Association

- a. Ensure that all Programs are conducted in a safe and inclusive manner.
- b. Recruit, train, and manage all necessary staff and volunteers.
- c. Perform background checks on all coaches and identified assistant coaches and any person(s) assigned responsibilities to run, oversee, manage, or lead any Program (Checks on all required persons shall be performed annually regardless of past checks on the same persons.) To the extent not covered above, background checks shall be required in accordance with the following criteria:
  - i. Interaction with youth in a public/group setting when university activity is specifically offered for children
  - ii. Supervisory responsibilities for youth participants or programs
  - iii. Involvement in an overnight youth program
  - iv. Unsupervised or one-on-one contact with a youth participant
  - v. Interaction involving physical contact (sports, dance, etc.)
  - vi. Driving for youth programs



- vii. Involvement by anyone for whom state law requires a criminal background check (mandatory reporters such as teachers, medical professionals, etc.)

The Association will not permit an individual convicted of an offense for which they must register with the Iowa or National Sex Offender Registry in any capacity.

- d. Communicate with the City regarding repair and maintenance needed on City facilities as well as any known hazards.
- e. Furnish all personal sports equipment and supplies needed for the Programs.
- f. Obtain all necessary permits and licenses required for operation.
- g. Provide an annual report to the City on Program participation, outcomes, needs, issues, plans moving forward.
  - a. This report shall be presented to the Parks and Recreation Commission annually in February. This report must include full financials of the Association
- h. Set all fees for Programs
- i. Run all concession stand related activities

### **5. Responsibilities of the City**

- a. Provide financial support to the Association in the amount of \$30,000, payable on January 5 each year.
- b. Provide exclusivity on recreation and league facilities unless an agreement is reached between both parties.
  - a. The Association and the City will identify annually which facilities are needed for the year and will come to an agreement each January.
- c. Allow marketing of city facilities for fundraising efforts of the Association.
- d. Assist with the promotion of the Programs through City communication channels.
- e. Work with and partner on the acquisition of non-personal sports equipment determined to be necessary by the Association and the City for use in the Programs.
- f. Provide access to City-owned facilities as needed for the Programs.
- g. Work with the Association regarding necessary repair and maintenance on City facilities as communicated to City by Association, including steps to address any identified hazards.
- h. Provide support services including utilities, waste collection, and security if requested and determined to be necessary by both Association and City.

### **6. Commercial Comprehensive General Liability.**

The Association must carry commercial comprehensive general liability insurance coverage of no less than \$1 million for each occurrence and a general aggregate of \$2 million, and includes the following:

- a. Sexual Abuse/Molestation Liability. The Association must carry sexual abuse and/or molestation liability insurance coverage of no less than \$1 million for each occurrence and a general aggregate of \$2 million. Policy must not contain any exclusion for abuse from sexual, emotional or physical actions and/or misconduct. If such exclusions are included, separate coverage must be purchased and evidenced. (Association shall ensure that all persons on which background checks were performed are covered by the insurance policy.)

- b. Automobile Liability. The Association must carry automobile liability insurance coverage with a combined single limit of no less than \$1 million when automobiles are used to transport youth or perform other third-party operations.
- c. Damage to Rented Premises. The Association must carry damages to rented premises insurance coverage of no less than \$100,000.
- d. Medical Payments. Association is required to carry medical payments coverage of nonparticipants. Limits must be no less than \$5,000.
- e. Occurrence basis. The policy must be written on an occurrence basis, or if claims-made coverage is provided, coverage must be maintained for a minimum of five (5) years after the termination the program.
- f. Policy must cover all activities to be performed by the Association, including athletic/physical activities.
- g. Policy must not contain any exclusion for intentional acts.
- h. Insurance shall be primary and noncontributory.
- i. The City of Oelwein shall be names as additional insured.

**7. Indemnification** To the fullest extent permitted by Law, the Association will defend, indemnify and hold harmless the City of Oelwein, including its current and former officials, employees, volunteer workers, agents and/or assigns from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or from the performance of its operations or services and for the acts or omissions of its directors, principals, employees, contractors or subcontractors, volunteers, participants, guests or any third party for whom it is responsible, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such an obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this agreement.

The Association will assume full legal and financial responsibility for any and all damages to City buildings, facilities and/or equipment used while conducting Program related activities, and be responsible for removal of all personal materials prior to leaving any City building or facility at the completion of each program/event. Charges will be assessed to the Association for restoration and property removal if applicable.

**8. Termination** Either party may terminate this Agreement with 60 days' written notice to the other party.

**9. Amendments** This Agreement may be amended only by a written document signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

<b>City of Oelwein</b>		
Title: Mayor		
Name: Brett DeVore		
	Signature	Date: 10/14/2024
<b>Oelwein Youth Sports Association</b>		
Title:		
Name:		
	Signature	Date:



To: Mayor and City Council  
 From: Dylan Mulfinger  
 Subject: Oelwein Youth Sports Association Recreation Agreement  
 Date: 10/14/2024

The Oelwein Community Schools oversees the management of the Wellness Center, the city does not have staff for youth sports recreation. This was anticipated and discussed with the city council in previous work sessions. The proposed agreement would have the city pay for recreation services from Oelwein Youth Sports Association. This agreement is for three-years and will provide the following sports:

Recreation	League
Baseball	Baseball
Soccer	
Flag Football	Flag Football
Basketball	Basketball
Softball	Softball
Volleyball	Volleyball (2026)
Running Club	
Wrestling	Wrestling
T-Ball	

When the city ran recreation through the Wellness Center, the average loss was \$25,384. The chart below shows the loss for the last four years and the anticipated loss if the city continued to administer recreation for the community:

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
	Actual	Actual	Actual	Actual	Actual	Proposed
<b>Expense</b>	\$37,344	\$54,676	\$52,948	\$49,071	\$51,941	\$52,400
<b>Revenue</b>	\$13,275	\$29,661	\$28,249	\$22,266	\$22,028	\$30,600
<b>Loss</b>	-\$24,069	-\$25,016	-\$24,699	-\$26,805	-\$29,913	-\$21,800

The city of Oelwein will be providing \$30,000 each year for three-years to Oelwein Youth Sports Association. The Oelwein Youth Sports Association will have to meet the following:

- a. The Organization shall ensure all programs are conducted in a safe and inclusive manner.
- b. The Organization shall recruit, train, and manage all necessary staff and volunteers.
- c. The Organization shall communicate with the City the work which is needed on City facilities
- d. The Organization shall furnish all equipment needed for the recreation leagues
- e. The Organization shall obtain all necessary permits and licenses required for operation.
- f. The Organization shall provide an annual report to the City on program participation and outcomes.





- a. This report shall be presented to the Parks and Recreation Commission annually in February

This will be a new adventure for the city of Oelwein and will require some patience in the first and second year. A lot of learning will occur for both parties to ensure expectations of community members are met. This agreement is for three-years to ensure it is properly evaluated after the three-years and community member's tax dollars are being spent in a way that is most advantageous for the user.

Should the city want to start their own recreation department, the city would need to hire a recreation director for \$65,000 and provide \$18,000 in benefits. The Oelwein Youth Sports Association option is best for the city and will use a group of dedicated volunteers and one professional staff member to ensure Oelwein has an outstanding youth sports program.

RESOLUTION NO. \_\_\_\_\_-2024

RESOLUTION APPROVING A ONE YEAR LEASE AGREEMENT WITH MICHAEL WILHELMS OWNER OF SKY VALLEY AVIATION LLC FOR FIXED BASED OPERATOR SERVICES AT THE OELWEIN MUNICIPAL AIRPORT FROM NOVEMBER 1, 2024 TO OCTOBER 31, 2025 IN THE AMOUNT OF \$650 MONTHLY

WHEREAS, the city of Oelwein wants to have a Fixed Based Operator (FBO) present who can help pilots and be a daily presence at the airport; and

WHEREAS, the city wants to have an active airport which provides a service to the community; and

WHEREAS, this lease will be for the maintenance hangar and the terminal office; and

WHEREAS, this agreement requires Michael Wilhelms to pay \$650 each month on the first day of the month to the city of Oelwein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a one year lease agreement with Michael Wilhelms owner of Sky Valley Aviation LLC for Fixed Based Operator Services at the Oelwein Municipal Airport from November 1, 2024 to October 31, 2025 in the amount of \$650 monthly

Passed and approved this 14<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
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

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024.



Oelwein Municipal Airport FBO Lease November 1, 2024 to October 31, 2025

THIS AGREEMENT, made and entered into the date executed below, between the City of Oelwein, Iowa, hereinafter referred to as the Lessor, and Michael Wilhelms, d/b/a Sky Valley Aviation LLC, hereinafter referred to as Lessee.

WHEREAS, Lessor owns and operates the Oelwein Municipal Airport and the Lessor is willing to lease to the Lessee certain premises hereinafter more fully described and located on said airport upon the terms and conditions and stated herein;

WHEREAS, the said leased premises may be used for the operation of a flight training school, aircraft maintenance and repair, aircraft charter, and aircraft sale and rental. Lessee may also conduct his business on premises relating to sales and services of aircraft and building and constructing various makes and models of experimental aircraft. Lessee, at Lessee’s option, may conduct additional business activity on the leased premises, which is permitted by, or not prohibited, by law and expressly approved in writing, in advance, by the Lessor upon a written proposal submitted by Lessee.

NOW THEREFORE, in consideration of the rent, covenants and agreements herein contained, Lessor does hereby lease to Lessee, maintenance hangar and an office in the Terminal Building.

1. Lessee shall pay the city of Oelwein \$650 monthly due on the first of the month starting November 1, 2024.
2. The term of this Lease shall be for the period commencing at midnight on November 1, 2024 to through to and ending at midnight on October 31, 2025
3. It is hereby agreed nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 208 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting activities of an aeronautical nature.
4. Insurance. The Lessee shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Lessee’s operations under the Contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without thirty (30) days’ prior notice to the City in writing.
5. Liability Insurance Requirements. The Lessee shall procure and maintain, at its own expense liability insurance as hereinafter specified. The liability insurance required is as follows:
6. Commercial General Liability Insurance issued to the Lessee and protecting it from all claims for personal injury, including death and all claims for destruction of or damage to property arising out of or in connection with any operation under his Contract, whether such operation be by himself or by a subcontractor under him, or anyone directly or indirectly employed by the Lessee or by a subcontractor under him, or by anyone for whose acts any of them may be liable.
7. All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of one occurrence for bodily injury, including, death, and property damage. The General Liability policy should have a general aggregate limit of \$2,000,000 for all damages and a product completed operations aggregate of \$2,000,000 for all damages.
8. All such insurance shall be written on a comprehensive policy form and shall specifically cover products and completed operations. Certificates evidencing the issuance of such insurance, addressed to the City, shall be filed within ten (10) days after the date of the execution of the contract.



9. The policy shall include the City as an additional insured. The insurer shall give the City notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy or of any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the City at least thirty (30) days' prior written notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy.
10. Workers' Compensation Insurance. The Lessee shall maintain at his own expense Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the Lessee in accordance with the provisions of the laws of the State of Iowa. The Lessee shall furnish the City with a certificate giving evidence the Lessee is covered by the Workers' Compensation Insurance herein required, each certificate specifically stating such insurance includes occupational disease provisions. This policy should also include Employer's Liability Insurance with minimum limits of \$500,000 each accident for bodily injury, \$500,000 each accident for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease.
11. Special Provisions. All liability policies which include the City as an additional insured shall include a Governmental Immunities Endorsement pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:
12. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states the purchase of this policy and including the City as an Additional Insured does not waive any of the defenses of governmental immunity available to the City under Iowa code Section 670.4 as it now exists and as it may be amended from time to time.
13. Claims Coverage. The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
14. Assertion of Government Immunity. The City shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
15. Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the City under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City.
16. Lessee agrees to observe and obey reasonable rules and regulations with respect to the use of the premises; provided, however, such rules and regulations shall be consistent with safety and with rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the airport; and provided further, such rules and regulations shall not be inconsistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Lessee's aircraft at the airport. Lessee and all of its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the Lessor, the United States of America or any Department or Agency thereof, and the State of Iowa.
17. Lessee shall not assign, sublet nor hypothecate this Lease without the written consent of the Lessor, except said Lease may be assigned by Lessee to any corporation owned by, or in which it may become shareholder of, but such assignment shall not relieve or release the Lessee from the terms and obligations of this Lease insofar as the Lessor is concerned.
18. Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not discriminatory prices for each unit of service; provided the Lessee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.





- 19. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and United States relative to the maintenance, operation, or development of the airport.
- 20. The Lessee will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of Federal Aviation Regulations. The Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.
- 21. The Lessee agrees no signs or advertising material shall be placed or erected upon the leased premises without the prior written consent of the Lessor.
- 22. Lessee shall not use City vehicles or equipment for personal use.
- 23. As demand dictates Lessee will provide aircraft maintenance, aircraft rental and flight training.
- 24. Lessor reserves the right to enter upon the leased premises at a reasonable time for the purpose of making any inspection it may deem expedient.
- 25. This Lease may be terminated for non-compliance of FBO Operations at any time hereafter by either party giving the other one hundred (180) days' notice of intention to so terminate the same, or this notice shall be by registered mail. This Lease may not be assigned without the written consent of the opposite party affected thereby. If the city fails to provide a renewal to the contract before October 31, 2025 the contract will proceed month to month with no adjustments in compensation.
- 26. At the expiration or termination of this lease, the Lessee agrees it will give peaceful possession of the leased premises in as good condition as they now are, ordinary wear and tear excepted.
- 27. Lessee will provide a report monthly to the Airport Board and the City Administrator on the activities of the airport.
- 28. This agreement shall extend to and be binding upon the heirs, executors, administrators, trustee, successors, receivers and assigns of the parties hereto.

Dated at Oelwein, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF OELWEIN, IOWA

Sky Valley Aviation LLC

By: \_\_\_\_\_  
Brett DeVore, Mayor

By: \_\_\_\_\_  
Michael Wilhelms

NOTE: The intent of this Contract is to be an Agreement between a Lessor and Lessee. It is not to be interpreted as an employer, employee relationship and shall not be construed by anyone as such.

RESOLUTION NO. \_\_\_\_\_-2024

RESOLUTION APPROVING A CONTRACT WITH HORAN CLEANING FOR CLEANING SERVICES AT THE OELWEIN MUNICIPAL AIRPORT

WHEREAS, the City of Oelwein has had a good working relationship with Horan Cleaning; and

WHEREAS, working with Horan Cleaning will improve airport-goers experiences; and

WHEREAS, work has been satisfactory with Horan Cleaning; and

WHEREAS, the city shall pay \$35.00 per weekly cleaning; and

WHEREAS, this agreement good until June 30, 2025; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a contract with Horan Cleaning for cleaning services for the Oelwein Municipal Airport.

Passed and approved this 14<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
Brett DeVore, Mayor

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

AYES      NAYS      ABSENT      ABSTAIN

Ricchio

Weber

Lenz

Garrigus

Seeders

Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024.

Contract made 1<sup>st</sup> day of October, 2024, between City of Oelwein - Airport, and Steve Horan d/b/a, Horan Cleaning, here referred to as Contractor.

- A. City of Oelwein - Airport, is an Iowa municipal corporation, and desires the following services performed.
- B. Contractor agrees to perform these services for City under the terms and conditions set forward in this contract.

In consideration of the mutual promises set forth in this contract, it is agreed by and between City and Contractor.

### **Section One Description of Work**

The work to be performed by the contractor includes all services, generally performed by Contractor in Contractor's usual line of business, including, but not limited to, the following:

- Cleaning the Airport Facility weekly – or as agreed due to unknown usage and need for cleaning
  - Washing the exterior of the windows at the Airport office once in the spring and once in the fall.
  - Vacuuming all carpeted areas and door/floor matting.
  - Dusting and cleaning of all counter & table areas.
  - Dusting and cleaning of flat surface areas such as desktops (that don't have work product on them), computer monitors, windowsills, file cabinets etc.
  - Cleaning and sanitizing of all bathroom areas.

The Contractor will provide all cleaning chemicals and equipment used to maintain a clean and safe work environment unless otherwise requested by the city.

The Contractor will provide proof liability insurance and workers compensation insurance to the city annually on July 1.

The City will provide paper products, hand care products, and trash bags.

### **Section Two Payment**

City will pay contractor as outlined below:

Each cleaning will be \$35.00

Contractor will provide appropriate supporting documents as requested by the City to process payments.

### **Section Three Relationship of Parties**

The parties intend that an independent contractor-employer relationship will be created by this contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the contractor. Contractor is not to be considered an agent or employee of City for any purposes, and the employees of contractor are not entitled to any benefit that city provides for City's employees. It is understood that City does not agree to use contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for other entities and individuals while

under contract with City. Contractor to supply all tools, equipment, vehicles, insurance, safety equipment and gear.

**Section Four  
Liability**

The work to be performed under this contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. Contractor will carry, for the duration of this contract, public liability insurance in an amount acceptable to City. Contractor agrees to indemnify owner for any and all liability or loss arising in any way out of the performance of this contract.

**Section Five  
Duration**

The parties hereto contemplate this contract commences on October 1, 2024 and shall terminate on June 30, 2025

**Section Six  
Miscellaneous**

1. Contractor will sign the attached nondisclosure/confidentially agreement and ensure any employees are bound to the same terms.
2. City reserves the right to bar entry to any agent of the contractor, if in the sole determination of the city, the agent should not be allowed access to any particular structure of the City.
3. Parties agree the venue for all disputes is Fayette County, Iowa and the choice of law is Iowa law.
4. In the event of litigation, if successful, the successful party may recover the costs of litigation from the unsuccessful party.

Contractor

City of Oelwein

By: \_\_\_\_\_  
Steve Horan d/b/a Horan Cleaning

By: \_\_\_\_\_  
Brett DeVore, City of Oelwein

Contract prepared by Steve Horan



RESOLUTION NO. \_\_\_\_\_-2024

RESOLUTION APPROVING DEMOLITION ASSISTANCE FOR ROGER CULBERT FOR 419 EAST CHARLES STREET

WHEREAS, the city of Oelwein provide demolition assistance to property owners wanting to remove dilapidated properties; and

WHEREAS, 419 East Charles Street is in a dilapidated condition; and

WHEREAS, the city shall provide fifty percent of the cost up to \$5,000.00 and;

WHEREAS, the City shall provide \$4,350.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the Demolition Assistance for Roger Culbert for 419 East Charles Street.

Passed and approved this 14 day of October, 2024.

\_\_\_\_\_  
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

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024.



Policy: Demolition Assistance

Adopted by Resolution: 5296-2021

Date: September 13, 2021

The City of Oelwein wants to improve the community by removing homes that no longer provide a safe and habitable living condition for community members. To help achieve this goal, the city will provide demolition assistance to property owners in Oelwein. Demolition assistance is paid to the property owner who successfully demolishes a home and either adds to their current property or builds on the demolished property.

#### Rules of the program

- The city will fund 50 percent of the demolition with a maximum award of \$5,000 as a reimbursement
- Applicants who have received income from the property are not eligible
- Strong consideration is given to applicants who acquire an adjacent property and want to add to their existing property

The process for the award is as follows:

- The applicant must provide two demolition bids for the property
- The applicant must apply to the city via the demolition assistance application
- All homes that are applying for assistance must be inspected by the city
- Applications and completed inspections are sent to the Planning, Finance, Enterprise, and Economic Development Committee for recommendation to council
  - This committee meets as needed and as time allows
- The Committee can recommend funding, recommend denying funding, or provide a recommendation with conditions
- Once the council approves funds, the applicant then proceeds to work with their contractor on the demolition of the property
- Contractors must pull a permit for a demolition in the City of Oelwein
- Once the demolition is completed and passes the demolition inspection, the property owner submits landfill tickets and copies of paid invoices to the city
- A reimbursement check is cut to the property owner once all building permits are clear and all paperwork has been provided to the city

While the city strives to follow the above guidelines, exceptions can be made in dire circumstances. This program helps the city avoid demolishing a home and bearing all of the cost.



## DEMOLITION ASSISTANCE APPLICATION

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

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

### PROJECT INFORMATION

Address of Property  
to be Demolished:

419 E Charles

Applicant Name:

Roger Culbert

Owner Name:

Roger Culbert

Mailing Address:

206 E Burger St

City, State, Zip:

Hawkeys IA 52147

Phone:

319 283 0508

E-mail Address:

rogerculbert@yahoo.com

Legal Description:

Lot 15, Block 4, Paigns 3rd Addition

Application date:

8/20/24



Is the property cleaned out? If not, why?

(Attach additional page if necessary)

No, stuff left by previous owner and other building debris of no value are still present, can all be disposed during demolition

Why do you need the financial assistance on the tear down?

(Attach additional page if necessary)

Do not have finances to cover purchase and demo of structure

What is the future of this property?

Add lot to property adjacent so house already owned has a yard

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

Year awarded [redacted] Project (address of property) [redacted]

Amount awarded [redacted]

List last date the structure was continuously occupied [redacted]

List the last time this structure was served by utilities [redacted]

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

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

Partner	Identify participation in project
[redacted]	[redacted]
[redacted]	[redacted]

(For Official Use Only)

**Community Development Department Application Review**

Application reviewed on: [redacted]

Application reviewed by: [redacted]

Comments: [redacted]



**CITY OF OELWEIN – ECONOMIC DEVELOPMENT  
NEIGHBORHOOD REVITALIZATION PROGRAM**

Estimate

For purposes of this program a qualified applicant is defined as:

- 1) Current property owner or holder of a valid offer to buy contingent only on the successful award of funding from the City of Oelwein for Economic Development – Neighborhood Revitalization Program; and

For purposes of this program, a qualified property shall be defined as:

- 1) Structure(s) or improvement(s) on the real estate that are not suitable for human habitation;
- 2) Estimated cost of repair or rehabilitation of the structure(s) exceeds the economic value of the real estate and improvements;
- 3) No Economic Development – Neighborhood Revitalization Program funds have previously been allocated to improvement of the real estate;
- 4) Improvements to the qualified property pursuant to the application will be completed within 45 days of the City Council's award of funds. The Council may extend the deadline upon written application submitted to the City Council prior to expiration of the initial deadline and supported by good cause beyond the applicant's control.
- 5) Improvement by total demolition of structure(s). No partial demolition of a structure shall qualify.

Bryan Construction Inc

1302 Outer Rd  
Oelwein, IA. 50662

# Estimate

DATE	ESTIMATE NO.
8/19/2024	2427

NAME / ADDRESS
Roger Culbert 103 Echo Valley Road West Union, Iowa 52175

**Roger & Danielle Culbert**  
**206 East Burger ST**  
**Hawkeye, IA 52147**

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Demolition House 419 E. Charles Oelwein, IA  1. Cap Utilities As Required By City 2. Provide City Of Oelwein Demolition Permit 3. Remove Trees As Needed 4. Demolish And Remove House 5. Transport / Disposal Of House ,Contents, And Debris At Black Hawk County Landfill 6. Remove All Foundations, Footings And Floors Clean Fill To Minimum 4' Depth 7. Provide Clean Fill 8. Provide 4" Top Soil And Finish Grade 9. All Work To Be In Compliance With Governing Regulations 10. Tire Removal Fee Is \$30.00 Each ( Not Included ) 11. Prepare And Seed Lot \$450. ( Not Included ) 12. \$4,250 Upon Acceptance. Balance Upon Completion  The electrical service is still in place. Alliant energy will need to be contacted to disconnect it.		8,700.00	8,700.00

Proposal Valid For 30 Days

**TOTAL**

\$8 186

Brewer Construction, LLC  
1251 Fontana Blvd  
Hazleton, IA 50641

# Estimate

Date	Estimate #
9/5/2024	331

Name / Address
Roger Culbert

Project

Description	Qty	Cost	Total
Demo house at 419 East Charles	1	3,500.00	3,500.00
Excavation and Clean fill materials		2,500.00	2,500.00
Cover with 4 inches black dirt and seed		800.00	800.00
Permit	1	100.00	100.00
Disposal at county landfill	1	2,800.00	2,800.00
Please remit to above address.		<b>Total</b>	\$9,700.00

Customer Signature \_\_\_\_\_



































RESOLUTION NO. \_\_\_\_\_-2024

RESOLUTION APPROVING DEMOLITION ASSISTANCE FOR TODD AND MARY BENDER FOR 411 AND 411 ½ 1ST AVENUE NE.

WHEREAS, the city of Oelwein provide demolition assistance to property owners wanting to remove dilapidated properties; and

WHEREAS, 411 and 411 ½ 1st Avenue NE is in a dilapidated condition; and

WHEREAS, the city shall provide fifty percent of the cost up to \$5,000.00 and;

WHEREAS, the City shall provide \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the Demolition Assistance for Mary and Todd for 411 and 411 ½ 1st Avenue NE.

Passed and approved this 14 day of October, 2024.

\_\_\_\_\_  
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

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024.



## DEMOLITION ASSISTANCE APPLICATION

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

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

### PROJECT INFORMATION

Address of Property  
to be Demolished:

411 + 411 1/2 1st Ave NE, Oelwein

Applicant Name:

Todd Bender + Mary Bender

Owner Name:

Todd Bender + Mary Bender

Mailing Address:

416 1st Ave NE

City, State, Zip:

Oelwein IA 50662

Phone:

319-238-2119 or 319-264-0871 Mary

E-mail Address:

tdbender@413@gmail.com

Legal Description:

Lot 70, Block 10, Wings Addition to  
Oelwein, Fayette County, Iowa

Application date:

9-13-2024



Is the property cleaned out? If not, why?

(Attach additional page if necessary)

yes

Why do you need the financial assistance on the tear down?

(Attach additional page if necessary)

See attached page

What is the future of this property?

Add it to the property next to it that I own and build a garage

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

Year awarded	Project (address of property)	412 1st Ave NE, 511 2nd Ave NE 407 7th St SE Oelwein
--------------	-------------------------------	---------------------------------------------------------

Amount awarded 5,000?, 5000?, 5000?

List last date the structure was continuously occupied 12-9-2020

List the last time this structure was served by utilities Winter 2022 or 2023

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

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

Partner	Identify participation in project
---------	-----------------------------------

(For Official Use Only)

Community Development Department Application Review

Application reviewed on:

Application reviewed by:

Comments:

We bought this property from Purdy Pretty Projects this last January 2024. Purdy bought this condemned property from Schaer Investments Co a year ago just to make it harder for the City of Oelwein to gain possession. I bought it from Purdy to help clean up the block and save the City time and money in the long run. Even with the City's Demolition Assistance, I will have over \$20,000 invested in this empty lot.

Todd Bender's  
Attachment to Demolition Assistance for 411 1st Ave  
Oelwein IA

Bryan Construction Inc

Estimate Item 19.

1302 Outer Rd  
Oelwein, IA. 50662

DATE	ESTIMATE NO.
8/30/2024	2429

NAME / ADDRESS
Todd Bender 416 1st Ave. NE Oelwein, IA 50662

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Demolition House 411 1st Ave NE Oelwein  1. Cap Utilities As Required By City 2. Provide City Of Oelwein Building Permit 3. Demolish House 4. Transport / Disposal Of House And Contents At Black Hawk County Landfill 5. Remove All Floors, Foundations And Footings 6. Provide Clean Fill, 4" Top Soil, Finish Grade, Seed & Fertilize 6. All Work To Be In Compliance With Governing Regulations  Upon receipt of full payment, a paid invoice and scale tickets will be submitted to The City for your cost sharing reimbursement.		14,500.00	14,500.00
Proposal Valid For 30 Days		<b>TOTAL</b>	<b>\$14,500.00</b>





Mätt Construction Inc.  
203 Y. Ave.  
Sumner, IA 50674

Estimate Item 19.

Date	Estimate #
9/12/2024	2024084

Phone #	Fax #
563-578-8418	563-578-5791
Email	
MattConstructionInc@gmail.com	

Customer
Mary Bender 416 1st Ave NE Oelwein, IA 50662

Project Description and Specifications	Amount
Location: 411 & 411 1/2 1st Ave. NE, Oelwein, IA Residential Demolition of Structure Included in Quote *Primary Home structure removed *Foundation, floor, walls *Entry, North side, Back sidewalk removed *Precast step and slab removed *Front shrubs and tree, 2 dead elms. 1 alive tree along south lot/ fence, 1 stump along south lot line *Fill in basement *Final grading and seeding Value of	19,500.00
<b>Total</b>	<b>\$19,500.00</b>

The above price, specifications and conditions are satisfactory. You are authorized to do the work.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date























RESOLUTION NO. \_\_\_\_\_-2024

RESOLUTION APPROVING DEMOLITION ASSISTANCE FOR JOHN BLOCK FOR 33 5<sup>TH</sup> STREET NW

WHEREAS, the city of Oelwein provide demolition assistance to property owners wanting to remove dilapidated properties; and

WHEREAS, 33 5<sup>th</sup> Street NW is in a dilapidated condition; and

WHEREAS, the city shall provide fifty percent of the cost up to \$5,000 and;

WHEREAS, the City shall provide \$3,400.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the Demolition Assistance for John Block for 33 5<sup>th</sup> Street NW.

Passed and approved this 14 day of October, 2024.

\_\_\_\_\_  
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

- Ricchio
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded October 15, 2024.





## DEMOLITION ASSISTANCE APPLICATION

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

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

### PROJECT INFORMATION

Address of Property to be Demolished:	33 5th St NW, Oelwein, IA, 50662
Applicant Name:	Michelle M. Fullenkamp, POA for John E. Block
Owner Name:	John. E. Block
Mailing Address:	Michelle Fullenkamp: 216 Broadmore Rd NW, Cedar Rapids, IA 52405
City, State, Zip:	John E. Block: HallMar Village, 8900 C Ave NE, Marion, IA, 52302
Phone:	Michelle Fullenkamp: 319-541-5519/ John E. Block: 319-440-1044
E-mail Address:	fullenkampmm@gmail.com
Legal Description:	Garage
Application date:	10/3/2024



Is the property cleaned out? If not, why?

(Attach additional page if necessary)

My Dad has been storing some furniture and appliances in the garage, intending to keep them safe for future use. He does not understand the extent of the dilapidation of the building or that the contents are not salvageable. Everything in the garage will need to be disposed of due to water damage, mold and mildew. There are cans of paint and petroleum from when he was a salesman for a petroleum company in the 1980's that need to be disposed of as well.

Why do you need the financial assistance on the tear down?

(Attach additional page if necessary)

My Dad has recently been diagnosed with alzheimer's disease and is now living in an assisted living facility. His memory has been declining for some time, but his primary care provider refused to refer him for evaluation by a specialist because he passed certain screening tests and Dad believed he was fine. Because of this, the disease went undiagnosed until the fire in his residence on May 14, 2024 exposed his inability to manage his property and finances. Unfortunately, because of his delusions from the alzheimer's dementia, Dad made unwise financial decisions, donating the majority of his income to missionaries until he retired from preaching in Oct. 2021, and what he has left will be needed for his care.

What is the future of this property?

My siblings and I intend to sell the plot and use any proceeds to pay for Dad's care.

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

Year awarded unknown Project (address of property) The house on this property was previously torn down during 2019 after my Mom passed away.

Amount awarded My Dad does not remember the details of how or when he arranged for the house was torn down. We do not have access to Dad's records because of the fire in his residence.

List last date the structure was continuously occupied The house was last occupied in 2008. No one has lived in the garage.

List the last time this structure was served by utilities The utilities were probably turned off to the garage at the time the house was torn down.

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

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

Partner	Identify participation in project
[Redacted]	[Redacted]
[Redacted]	[Redacted]

(For Official Use Only)

**Community Development Department Application Review**

Application reviewed on: [Redacted]

Application reviewed by: [Redacted]

Comments: [Redacted]



**CITY OF OELWEIN – ECONOMIC DEVELOPMENT  
NEIGHBORHOOD REVITALIZATION PROGRAM**

For purposes of this program a qualified applicant is defined as:

- 1) Current property owner or holder of a valid offer to buy contingent only on the successful award of funding from the City of Oelwein for Economic Development – Neighborhood Revitalization Program; and

For purposes of this program, a qualified property shall be defined as:

- 1) Structure(s) or improvement(s) on the real estate that are not suitable for human habitation;
- 2) Estimated cost of repair or rehabilitation of the structure(s) exceeds the economic value of the real estate and improvements;
- 3) No Economic Development – Neighborhood Revitalization Program funds have previously been allocated to improvement of the real estate;
- 4) Improvements to the qualified property pursuant to the application will be completed within 45 days of the City Council’s award of funds. The Council may extend the deadline upon written application submitted to the City Council prior to expiration of the initial deadline and supported by good cause beyond the applicant’s control.
- 5) Improvement by total demolition of structure(s). No partial demolition of a structure shall qualify.





Matt Construction Inc.  
203 Y. Ave.  
Sumner, IA 50674

# Estimate

Date	Estimate #
9/12/2024	2024083

Phone #	Fax #
563-578-8418	563-578-5791
Email	
MattConstructionInc@gmail.com	

Customer
John Block Michelle Fullenkemp

Project Description and Specifications	Amount
Quote for demolition of garage, volunteer trees and shrubs, concrete at 33 5th St., N.W., Oelwein, IA Includes: *Removal of Garage structure *Removal of Garage slab, rat footings *Removal of driveway slab down to curb sidewalk across the front *Removal approximately a 40' x 50' area of trash shrubs, small trees - north of garage *Final grading and seeding  Value of	6,800.00
<b>Total</b>	<b>\$6,800.00</b>

The above price, specifications and conditions are satisfactory. You are authorized to do the work.

\_\_\_\_\_  
 Signature Date





# Job Estimate Form

**AR General Construction**  
**11631 P Ave**  
**Maynard, IA 50655**  
**319-327-0399**

Phone: 319-541-5519

Date: 10/02/2024

Job Location: John Block  
33 5<sup>th</sup> St NW  
Oelwein, IA 50662

## JOB DESCRIPTION

Tear down existing garage and concrete slab that sits on. Remove all the concrete all the way down to the sidewalk and dispose of it all. Remove and dispose of all the small brush, bushes behind the garage and small portion of the fencing. Bring in topsoil as needed and reseed it all with grass seed.  
Labor and Disposal Quote

**Thank you,**

It is solely based on our evaluation and does not include the Material price increases or additional labor and or materials. That may be needed should unforeseen problems or Adverse weather developing following the start of the job. This estimate is good for 30 days.

**Estimate Job Cost: \$7,600.00**

**Estimated By: Aden Raber**























HOLLY A. CORKERY  
DOUGLAS D. HERMAN  
MADISON P. HUNTZINGER  
SAMANTHA R. KUNTZ  
STEVEN C. LEIDINGER  
DANIEL M. MORGAN  
PATRICK J. O'CONNELL  
AMY L. REASNER  
WILFORD H. STONE



OF COUNCIL Item 21.  
MOHAMMAD H. SHERONICK  
526 Second Avenue SE  
Cedar Rapids, IA 52401  
Office 319.365.9101  
Fax 319.365.9512  
MAILING ADDRESS:  
P.O. Box 2457  
Cedar Rapids, IA 52406-2457

October 11, 2024

To: Mayor and Council  
From: City Attorney Doug Herman  
Re: Celebration Committee Refund  
Date: September 27, 2024

Dear Mayor and Council:

I have been asked to give an opinion, or options related to the Council desire to collect the \$20,000.00 investment made by the City to the Oelwein Celebration Committee, also known as “Oelwein Celebrations Renewed, Inc.”

Here are the facts as I understand them:

1. The City has for a number of years financially supported the “Oelwein Celebration Committee” in relation to a City ‘Celebration’ event.
2. The City again supported the Committee with financial support in the amount of \$20,000.00 paid on or about August 28, 2023 for the Celebration event to be held in late May / early June 2024.
  - a. The funds were paid from the Hotel Motel Tax Fund
  - b. The funds were approved based upon an Application
3. The late May / early June 2024 proceeded as scheduled, however, the “Wrestling” component was cancelled, per the Celebration committee, by the RuggedPro Wrestling contractor, outside control of the Committee.
4. Per a report provided by the Committee to the Council, the event resulted in income totaling \$22,766.71,
5. Council requested a refund from the Committee by letter to Kimberly Pont.
6. The Committee, and/or Kimberly Pont, by message to the City Attorney reports that the Committee has no funds to reimburse the City.
7. The City has no ‘Contract’ with the Committee setting out expectations and/or obligations of the Committee.
  - a. Without a contract including those terms there is no clear path forward to allege breach of contract with a related request to return the City funding.
    - i. For example, the City did not fund the event specifically to cover the wrestling component nor did the City condition funding on a need by the Committee for the funding to break even.



**Options:**

1. Make a renewed demand for a refund.
  - a. Set forth the basis for the refund. Letter from City to Committee referenced that the Committee made a profit and failed to provide wrestling event. Letter also indicated that the City would not longer allow this Committee to “do events in the community”.
    - i. While the City can control City property it cannot control private property, and, if the Committee found non-public grounds on which to hold events they likely could do so.
  - b. Renewed demand could include request of Committee members to attend a Council meeting at which this would be discussed.
    - i. This would put them in a position of publicly defending themselves, explaining why the refund should not be made, etc.
    - ii. Because this Committee is a group designed to be beneficial to the “public” it would seem that they would want to be above board, open, transparent.
  - c. Renewed demand could soften the claim that the City will no longer allow the group to “do events in the community”. If they do not think they will be allowed to hold future events, that no future funding will be available, they will have less incentive to work with the City and/or consider a refund.
  - d. Renewed demand could point to the Hotel Motel tax funding guidelines in support of request for reimbursement.
    - i. Budget proposed with application does not match up with actual numbers presented after the project. Program Rules indicate, “Upon completion of the project, the applicant must submit documentation of expenses and a project recap within 60 days to City Hall. Any funds that are not expended or are found to be outside the scope of the grant made by the Funding Advisory Board must be reimbursed/returned, by the applicant, to the City of Oelwein within 60 days.”
      1. The weakness of this argument might be that there is no requirement that the event not make money, not have a carryover, etc. Would seem that a carryover, or review of financials, may instead impact future investment.
    - ii. However, under the application for funds, “Assurance” section, the applicant acknowledges as follows:
 

“...grantee warrants that should it use the grant for any purpose not allowed by Iowa Code Section 422A(2)(4)(2007) that it will reimburse, in full, the City of Oelwein the entire amount of the grant” (Note, 422A should be referenced as 423A with the 2007 being dropped and specific reference to 423A.7(4)(a) and (b).)



City could argue that if the event profited in the amount of \$20,000+ that the City funds were not actually needed and/or used, and the maintenance of those funds in the account of the applicant would not qualify as a permitted use of the funds.

2. File Suit.
  - a. Filing suit would require a district court filing, not magistrate court filing. District Court is more expensive and time consuming, but is necessary if requesting more than \$6,500 in damages.
    - i. Claim would be that there was a violation of an “Oral Agreement” as no written agreement exists. Claim would be tied to committee’s failure to provide the wrestling component and/or other failure to perform, if any.
      1. This claim would need to be supported by evidence, written or oral, that it was understood that the investment was tied to the wrestling and/or other expected ‘performance’. Without such testimony, it would not be a viable claim. There needs to be evidence of expectations and failure to meet those expectations.
    - ii. Claim could also be that the investment was tied to or intended to cover expenses that would not otherwise be covered, that the donation was not intended to create a profit to the event or Committee.
3. Work with Committee to modify how they ‘do business’, make clear that the City will only work with them if they make changes, make clear that the City will not be making any investment for 2025, that it expects the 2024 investment, which resulted in a profit, to be used moving forward. That the City will consider future investments based upon performance of the Committee, success of events.
4. Suggest to Committee that Council will not support Committee moving forward until their books are subject to review and audit.
  - a. This could be at their expense or City expense.
  - b. In my experience, the State Auditor’s Office when auditing the City would look at this entity as a private entity designed to support/benefit the public entity and to that end would likely ask for or be interested in seeing the books. While not required, the Committee it would seem should share their books.
    - i. It is common for the auditor to look at non-profits tied to “Ambulance, Fire Dpt., Parks, Library” and the like. Sometimes referred to as “friends” groups.
5. Take no action, just recognize that the investment for 2024 did not work out as you expected.
6. Moving forward, enter into a detailed agreement with the Committee, and other similar groups, setting forth expectations, terms and conditions on the donation/grant, maybe tying the donation/grant to a date at which it can be shown to be needed, after presentation and review of revenue/expense information, require reimbursement under certain circumstances, etc. (This type of agreement should be used whenever a donation/investment such as this is being made and can be tailored to each situation. The State Auditor will likely ‘ding’ the City if



money is being paid out without such an agreement. (Template Agreement attached hereto.)

I do not believe litigation makes sense. The expense tied to the litigation if defended against by the Committee could be significant and then, if successful, would be offset by the judgment and funds received, if any. If unsuccessful, which is possible in light of the fact that there was no agreement, no clear expectations, no clear breach, would just put the City in a worse financial position.

The other options are political in nature. Whether the community looks forward to this celebration event, whether it will be missed if not held, whether the Committee will agree to a different direction, different management, etc.

If I had to land on a recommendation, I think it would be to reach out by letter, explaining the reasons the City has requested reimbursement, soften the City position on no future Committee events as a means of opening the door to discussion, and then invite them to have a public discussion in a meeting where the public will have an opportunity to hear and be informed.

Any questions, please let me know

Sincerely yours,  
*Douglas D. Herman*  
Douglas D. Herman  
**LYNCH DALLAS, P.C.**



**Template Charitable Investment Agreement**

**AGREEMENT**

This Agreement (“Agreement”) is made as of the date of last signature below between the **CITY OF \_\_\_\_\_, IOWA** (“CITY”), an Iowa Municipal Corporation, and \_\_\_\_\_ (“ORGANIZATION”), an Iowa Non-Profit Corporation.

**RECITALS**

**WHEREAS**, the Organization has made a request of the City for funding; and

**WHEREAS**, the City, when expending City funds, must consider and find that the use of said funds for the requested purpose has a beneficial public purpose; and

**WHEREAS**, the Organization is a domestic non-profit corporation pursuant to applicable laws of the State of Iowa and a 501(c)(\_\_) organization pursuant to applicable regulations of the Internal Revenue Service; and

**WHEREAS**, any agreement by the City to support the Organization must be reduced to writing, approved by Resolution of the Council, and recorded in the City Council minutes with the minutes and the Resolution clearly setting forth the public purpose of the expenditure; and

**WHEREAS**, the ORGANIZATION proposes to use the requested funds for the following public purpose(s) / qualifying expenses: (Consider and describe services provided directly to the City and/or services/benefits to the “Public” in general.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**WHEREAS**, the City Council hereby finds that the ORGANIZATION will use the funds requested for a valid public purpose as set forth above and should, therefore, be approved in the amount of \$\_\_\_\_\_.

**AGREEMENT**

**NOW THEREFORE**, in consideration of identified Public Purpose(s) set forth above to be provided and/or performed by the ORGANIZATION and other good and valuable consideration, the CITY and the ORGANIZATION do hereby agree as follows:

1. **FINANCIAL CONTRIBUTION.** The CITY agrees to invest \$\_\_\_\_\_ in the ORGANIZATION to be used by the ORGANIZATION for the public purposes identified above.



2. **MANNER OF PAYMENT.** The CITY’S investment to the ORGANIZATION shall be paid as follows for the proposed qualifying expenses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

3. **PROOF OF QUALIFYING EXPENSES.** ORGANIZATION agrees to submit to the CITY one or more application(s) for reimbursement of qualifying expenses to the CITY, said application(s) to provide sufficient detail for the City Council to find that the public purpose is being met by said qualifying expenses.

4. **REPAYMENT of INVESTMENT.** The ORGANIZATION agrees to repay to the CITY any and all investment made by the CITY to the ORGANIZATION in the event the ORGANIZATION does not satisfy the obligations of this agreement within one (1) year of the date of this agreement. In such event, the ORGANIZATION shall remit payment to the CITY within sixty (60) days of receiving the CITY’S written demand for repayment.

5. **GENERAL PROVISIONS.** In the performance of this Agreement time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the ORGANIZATION. This Agreement contains the entire agreement of the parties and shall not be amended, except by a written instrument duly signed by the CITY and ORGANIZATION. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

6. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery, email, or mailed by certified mail, addressed to the parties at the addresses given below.

7. **APPROVAL.** This Agreement is expressly contingent upon approval hereof by the City Council.

8. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as .pdf or a similar format. ORGANIZATION and CITY agree delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.



Item 21.

9. **EXECUTION.** When and if executed by both ORGANIZATION and CITY, this Agreement shall become a binding contract.

**ORGANIZATION**  
an Iowa Non-Profit Corporation

**CITY OF \_\_\_\_\_, IOWA,**  
an Iowa Municipal Corporation

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name), (Print Title)

\_\_\_\_\_, Mayor

Attest: \_\_\_\_\_

\_\_\_\_\_, City Clerk

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_ City Hall  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (319) \_\_\_\_ - \_\_\_\_\_

Telephone: (319) \_\_\_\_ - \_\_\_\_\_





# Minutes

Airport Board

Municipal Airport, 19623 40th Street, Oelwein, Iowa

October 09, 2024 - 6:30 PM

## CALL TO ORDER

The meeting was called to order by the Woodraska at 6:31 PM.

## ROLL CALL

Present: Schares, Reinking, Woodraska, Bagge

Also present: Liaison Riccio, Assistant Airport Manager Thomas Stewart

## APPROVAL OF MINUTES

### 1. September Minutes.

The minutes from the September meeting were reviewed and approved. Motion by Reinking, seconded by Schares. Motion carried.

## EXPENSE REVIEW

### 2. September Expenses.

The expenses for September were reviewed, with a clarification regarding the fuel buyout. Motion by Bagge, seconded by Schares. Motion carried.

## OLD BUSINESS

### 3. Fuel Update.

The fuel system is now operational following updates to the fuel controller. There was discussion about adding a visible fuel price sign for convenience. Additional signage for fuel receipt procedures will also be created.

### 4. Discussion on answers to the questions asked from September 11th, 2024 board meeting.

Updates on the ongoing projects were discussed, including feedback on fuel pricing and the shop ceiling repair project. Contractors are being contacted for estimates.

### 5. Consider any new recommendations to the city for operation of the airport.

The board emphasized the need for better hanger management and ensuring that inactive aircraft do not occupy valuable space. The possibility of expanding hangar space if demand rises was also discussed.

### 6. Consideration of the review and recommendation to Council of the FBO proposals.

The board reviewed a proposal from Sky Valley Aviation for Fixed Base Operator (FBO) services. The proposal includes aircraft maintenance, annual inspections, and occupying the bulk hangar. The board recommended a one-year trial contract with Sky Valley Aviation to evaluate the partnership before committing to a long-term agreement.

## SCHEDULE NEXT MEETING DATE

The next meeting is scheduled for November 13, 2024.

## ADJOURNMENT

A motion to adjourn was made by Nations, seconded by Reinking. The meeting was adjourned at 7:45 PM.



## **Vacant Seats on Boards and Commissions**

- Planning and Zoning Commission
  - Purpose: The Commission provides recommendations on zoning
  - Term: 5 years
  - Meetings are held the third Monday of the month in the Council Chambers
- Board of Appeals
  - Purpose: The board hears all appeals made by residents which involve the building official. When a member of the public or a contractor disagrees with the building official's interpretation of the city code, an appeal can be made to the board of appeals
  - Term: 5 years
  - Meets as needed
- Zoning Board of Adjustments
  - Purpose: The Zoning Board of Adjustment makes decisions on special exceptions and variances. All decisions by the Zoning Board of Adjustment are final and do not go to the city council.
  - Term: 5 years
  - Meetings are held on the third Thursday of the month at 5:30 PM in the Council Chambers as needed.
- Airport Board
  - Purpose: The board shall recommend for adoption and implementation by the city council regulations for the control, operation, supervision and maintenance and security of the airport.
  - Term: 4 years
  - Meetings are held on the third Wednesday of the month at 6:30 PM at the Oelwein Municipal Airport.





To: Mayor and City Council  
From: Dylan Mulfinger  
Subject: City Administrator Agenda Memo  
Date: 10/14/2024

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Consent Agenda

- 2. Consideration of a motion to approve the September 23, 2024 minutes.
- 3. Consideration of a motion to approve the Class 'C' Retail Alcohol License for Viper Lanes.

Resolutions

- 4. Consideration of a resolution to approve the contract with Iowa Economic Development Authority for the CDBG Community Facilities and Services Grant Award (24-CF-002).
  - 1. This agreement will be for the city to be the pass through for the CDGB project for RISE. The City Administrator recommends approving the resolution.
- 5. Consideration of a resolution to approve the contract with Upper Explorerland Regional Planning Commission for the CDBG Community Facilities and Services Grant Award (24-CF-002).
  - 1. This contract allows Upper Explorerland to administer the CDBG contract for the city on RISE's behalf. The City Administrator recommends approving the resolution.
- 6. Consideration of a resolution to approve the CDBG subrecipient agreement between City of Oelwein and RISE Ltd. for the CDBG Community Facilities and Services Grant Award (24-CF-002).
  - 1. This accepts the grant the RISE received, and the city will be the pass through. The City Administrator recommends approving the resolution.
- 7. Consideration of a resolution adopting policies compliant to the CDBG Community Facilities and Services Grant Award (24-CF-002).
  - 1. These policies are required to be part of the CDGB project. The City Administrator recommends approving the resolution.
- 8. Consideration of a resolution approving Change Order No. 4 in the amount of -\$15,777.64 to Heartland Asphalt for 2024 Street Improvement Project.
  - 1. Less material was needed to finish this project. The City Administrator recommends approving the resolution.
- 9. Consideration of a resolution approving Pay Application No. 4 in the amount of \$5,242.58 to Heartland Asphalt, Inc. for 2024 Street Improvements Project.
  - 1. This work was minor and completely satisfactory for the city. The City Administrator recommends approving the resolution.
- 10. Consideration of a resolution approving Final Pay Application No. 5 in the amount of \$30,887.99 to Heartland Asphalt, Inc. for 2024 Street Improvements Project.





1. This is the last pay app for Heartland. The work was done well, and the project looks great. The City Administrator recommends approving the resolution.
11. Consideration of a resolution approving the completion of the 2024 Street Improvement Project with Heartland Asphalt, Inc.
  1. This resolution states the city is satisfied with the work and that the city has no additional work in the project for Heartland. The City Administrator recommends approving the resolution.
12. Consideration of a resolution approving Change Order No. 2 in the amount of \$0.00 and the extension of 42 days to Shift Companies, LLC. for Reed Bed Expansion and EQ Basin Liner Replacement Project.
  1. It is policy to grant more days on a project if the completion of the project was needed to ensure no hinderance of city operations. This extension will not cause problems for the city. Shift Companies has done satisfactory work, and the project is near substantial completion. The city has reeds growing for the first time in several years. The City Administrator recommends approving the resolution.
13. Consideration of a resolution approving the Bryan Construction bid for the 2024 Residential Home Demolition Project in the amount of \$47,500.00.
  1. This was the low bid on the project. The city has worked well with Bryan Construction on residential tear downs. The City Administrator recommends approving the resolution.
14. Consideration of a resolution approving a contract for engineering services from VJ Engineering for the facilitation of tear down of 27 South Frederick in the amount of \$12,500.00.
  1. This was the only bid on the project. The city has worked well with VJ Engineering. The City Administrator recommends approving the resolution.
15. Consideration of a resolution approving a three-year agreement with Oelwein Youth Sports Association for recreational and league programing in the amount of \$30,000 annually.
  1. This topic was discussed in a work session. This is an affordable option for the city to pursue recreation and league sports for youth in Oelwein. The City Administrator recommends approving the resolution.
16. Consideration of a resolution approving a one-year lease agreement with Michael Wilhelms owner of Sky Valley Aviation, LLC. for Fixed Based Operator Services at the Oelwein Municipal Airport from November 1, 2024 to October 31, 2025 in the amount of \$650 monthly.
  1. The airport board recommends a one-year contract with Sky Valley Aviation. Staff also recommend a one-year contract. The City Administrator recommends approving the resolution.
17. Consideration of a resolution approving a contract with Horan Cleaning for cleaning services for the Oelwein Municipal Airport.
  1. This contract is small and will not be a significant cost to the airport. We are unsure of how often the airport terminal will need cleaned, but we





plan to have a better handle on it after one season. The City Administrator recommends approving the resolution.





18. Consideration of a resolution approving the direction from the Planning, Finance, Enterprise, and Economic Development Committee on the demolition application for 419 East Charles Street to Roger Culbert.
  1. This property has been terrible for years. The City Administrator recommends approving the resolution.
19. Consideration of a resolution approving the direction from the Planning, Finance, Enterprise, and Economic Development Committee on the demolition application for 411 and 411 1/2 1st Avenue NE to Mary and Todd Bender.
  1. This gigantic house had fire damage and had a basement full of water. The City Administrator recommends approving the resolution.
20. Consideration of a resolution approving the direction from the Planning, Finance, Enterprise, and Economic Development Committee on the demolition application for 33 5th Street NW to John Block.
  1. This property is a mess. It is only a garage, but we have funded garages. The City Administrator recommends approving the resolution.



Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	784,663.52	220,197.79	241,699.69	(916.67)	762,244.95	Item A.
051 County Emergency Management	4,597.50	1,808.60	-	-	6,406.10	
110 Road Use Tax	613,788.53	94,046.56	42,217.52	-	665,617.57	
112 Trust and Agency	332,548.72	88,116.28	78,656.94	-	342,008.06	
113 Flex Spending	1,436.73	1,303.96	651.98	-	2,088.71	2,088.71
119 Emergency	3,666.75	-	-	-	3,666.75	
120 Sidewalks Repaired/Replaced	-	-	-	-	-	
121 Sales Tax	183,010.39	54,236.40	-	-	237,246.79	
122 Hotel/Motel Tax	32,261.84	6,964.52	-	-	39,226.36	
123 Gas-Electric Franchise Fee	430,612.71	1,601.87	41,460.00	(21,260.00)	369,494.58	
124 Library Bequest	385,218.28	4,485.90	36,240.47	-	353,463.71	
126 Downtown TIF	101,502.11	24,890.33	-	-	126,392.44	
127 Industrial Park TIF	-	-	-	-	-	
128 Ind Park SubFund TIF East Penn	412,141.65	690,604.61	-	-	1,102,746.26	
132 DARE	-	-	-	-	-	
136 Trees Forever	12,225.79	-	-	-	12,225.79	
146 Oelwein Housing Revolving Loan Fund	107,173.45	382.08	-	-	107,555.53	
160 Econ Dev (\$12,500 Wellness Res)	430,058.20	1,563.39	42,038.57	-	389,583.02	
161 IRP Revolving Loan	186,518.80	16,110.64	1,368.72	-	201,260.72	201,260.72
162 Downtown Business Grants	163,172.85	582.85	-	-	163,755.70	
167 Oelwein Volunteer Fire Dept	15,985.58	-	-	916.67	16,902.25	
177 Forfeit Assets	8,474.30	7,632.11	1,314.80	-	14,791.61	
200 Debt Service	355,896.05	118,157.60	-	21,260.00	495,313.65	
201 Water Bondsinking	137,931.87	447.74	-	29,238.00	167,617.61	
202 Sewer Bondsinking	234,498.41	748.44	-	58,010.00	293,256.85	
205 Special Assessments	1,196.48	7,637.00	-	-	8,833.48	
282 CDBG Housing Rehab	-	-	-	-	-	
287 2020 GO Bond	8,302.67	-	-	-	8,302.67	
301 HMGP 4483 GRANT	-	-	-	-	-	
302 Oelwein Housing Teardown	-	-	409.50	-	(409.50)	
305 Airport Grant	9,345.78	27,062.06	7,441.20	-	28,966.64	
307 Tri Park Trail Extensions	1,065,785.17	3,807.00	-	-	1,069,592.17	
310 Plaza Park Expansion (OCAD Project)	-	-	-	-	-	
314 Dry Run Creek Flooding	(97,463.45)	-	2,190.23	-	(99,653.68)	
360 Cares Act NE Sewer Replacement	40,854.61	83.07	-	-	40,937.68	
385 Water Main Rpl 1 Av NE 5 & 12 Av SE	5,679.97	-	-	-	5,679.97	
387 '23-24 HMA Paving Imp 1st 12th SF Evnt	354,601.28	1,930.14	96,061.74	-	260,469.68	
388 2024 GO Bond Const 10th St Bridge	1,356,375.36	4,629.04	15,400.00	-	1,345,604.40	
393 2022 GO Bond Construction City Hall	197,347.42	688.26	25,468.74	-	172,566.94	
397 Railroad Grant-Viaduct	31,684.67	113.18	-	-	31,797.85	
501 Cemetery Perp Care	298,092.15	0.29	-	-	298,092.44	1,092.44
600 Water (2016D Reserve \$67,000)	998,735.37	170,552.94	70,978.90	(29,238.00)	1,069,071.41	
601 Water Infrastructure Fee	59.74	3.28	-	-	63.02	
620 Customer Water Deposits	136,515.48	3,900.00	3,498.59	-	136,916.89	
640 Fuel	10,568.65	7,330.50	-	-	17,899.15	
670 Landfill	215,877.52	49,865.87	30,874.17	-	234,869.22	
671 Recycling	73,838.32	6,186.96	75.31	-	79,949.97	
672 ROW Trees Utility Fee	47,444.02	8,079.03	2,067.13	-	53,455.92	
680 Wellness Center	(7,600.58)	15,007.99	20,753.20	-	(13,345.79)	
700 Sewer/Waste Treatment	1,436,698.20	189,029.76	61,950.72	(58,010.00)	1,505,767.24	
701 Sewer Infrastructure Fee	9.74	0.76	-	-	10.50	
706 Reed Bed Exp - EQ Liner	(352,449.75)	-	199,074.47	-	(551,524.22)	
	<b>10,768,882.85</b>	<b>1,829,788.80</b>	<b>1,021,892.59</b>		<b>11,576,779.06</b>	

Fidelity 999-1003 and Community 999-1004 Money Market Accounts	2,653,807.71
CD'S Fidelity 999-1113, Community 999-1114 Cemetery 501-1001	7,697,000.00
Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002	204,441.87
Unapplied Accounts Receivable	-
Balance Checking Account 999-1000	1,021,529.48
Payroll Liabilities	-
	<b>11,576,779.06</b>
	<b>11,576,779.06</b>

Signature:  Date: 10/2/24



9/1/2024

9/30/2024

8/31/2024

Item A.

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	-
123-___-4	123-___-6	123-___-49	123-___-69	0.00
124-___-4	124-___-6	124-___-49	124-___-69	-
126-___-4	126-___-6	126-___-49	126-___-69	-
127-___-4	127-___-6	127-___-49	127-___-69	-
128-___-4	128-___-6	128-___-49	128-___-69	-
132-___-4	132-___-6	132-___-49	132-___-69	-
136-___-4	136-___-6	136-___-49	136-___-69	-
146-___-4	146-___-6	146-___-49	146-___-69	-
160-___-4	160-___-6	160-___-49	160-___-69	-
161-___-4	161-___-6	161-___-49	161-___-69	-
162-___-4	162-___-6	162-___-49	162-___-69	-
167-___-4	167-___-6	167-___-49	167-___-69	(916.67)
177-___-4	177-___-6	177-___-49	177-___-69	-
200-___-4	200-___-6	200-___-49	200-___-69	(21,260.00)
201-___-4	201-___-6	201-___-49	201-___-69	(29,238.00)
202-___-4	202-___-6	202-___-49	202-___-69	(58,010.00)
205-___-4	205-___-6	205-___-49	205-___-69	-
282-___-4	282-___-6	282-___-49	282-___-69	-
287-___-4	287-___-6	287-___-49	287-___-69	-
301-___-4	301-___-6	301-___-49	301-___-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	-
310-___-4	310-___-6	310-___-49	310-___-69	-
314-___-4	314-___-6	314-___-49	314-___-69	-
360-___-4	360-___-6	360-___-49	360-___-69	-
385-___-4	385-___-6	385-___-49	385-___-69	-
387-___-4	387-___-6	387-___-49	387-___-69	-
388-___-4	388-___-6	388-___-49	388-___-69	-
393-___-4	393-___-6	393-___-49	393-___-69	0.00
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	-
				(109,424.67)

1,021,529.48  
0.00  
0.00  
0.00  
0.00  
1,021,529.48

001-1301

9991000 Checking  
9991111 Utility  
9991112 Accounts Receivable  
0012120 payroll liabilities  
\_\_\_-2020 accounts payable  
- Ckg Bal to match  
Col I Line 62

Revenue check - should equal transfers





**The Library Noise**  
**October 2024**

Volume 15, Issue 10

## Upcoming Programs

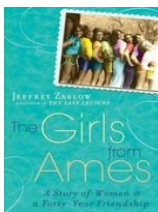
### Book & Bake Sale October 24th-26th.

Bake Sale Thursday & Friday only. Find a great read & a tasty treat. Proceeds from this sale helps to support programming at the library.

**Donations accepted must be clean & in good condition.**  
**No encyclopedias, textbooks, or Reader's Digest**

### Oelwein Reads Book Club October 24th at 5:30 p.m.

The book selected is *The Girls From Ames* by Jeffrey Zaslow. Our readers will meet at 5:30 p.m. at Oakdale Cemetery on 4th Street SW to try out our "witching rods" to find some graves. Then move on to Ampersand at 110 S. Fred. Ave. for the book discussion at 6:00 p.m. Multiple copies will be available for checkout.



### DNA & Genealogy Program Wednesday, Oct. 30th at 2:00 p.m.

You've had your DNA tested. Now, how can these results help you with your genealogical search? Carla Anders from the Iowa Genealogical Society will be here with tips on how to put that information to work for you. For example:

- How to transfer your DNA results to other sites
- How to figure out family connections
- How to use the DNA Painter website

DNA Painter is a FREE website that helps you to easily demystify your DNA results.

### Coming in November

#### Iowa's Prohibition & Bootlegging Legacy Nov. 13th at 2:00 p.m.

Join Iowa historical fiction writer, Ann Hanigan Kotz, as she takes you through the early 20<sup>th</sup> century and Iowa's Prohibition journey along with why families turned to bootlegging.

## October Calendar

10/8	Library Board Meeting	5:30
10/14	Friends Meeting	1:30
10/24-26	Book & Bake Sale	
	<i>During open library hours.</i>	
10/24	Oelwein Reads Book Club	5:30
10/28	Book Talk	
	<i>Book Talk Theme: a book released in 2024</i>	
10/30	DNA Genealogy Program	2:00

## Donor's Corner



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

- In memory of Seth Garceau**  
Jens & Joanne Nielsen
- In memory of Steve Bergeson**  
Ryan Scholl
- In memory of John P. Flynn**  
Kurt & Mary Lou Cosselman
- In memory of George Steinbronn**  
Kurt & Mary Lou Cosselman
- In memory of JoAnn Gray**  
Dave & Nancee Gearhart, Jo & Dennis Sanborn,  
Kurt & Mary Lou Cosselman
- In memory of Tim Walsh**  
Brett & Nicole Ehlers
- In memory of Kevin Burns**  
Brett & Nicole Ehlers
- In memory of Ken Magsamen**  
Steve & Mary Reeder
- In memory of Jackie Cherrier**  
Steve & Mary Reeder

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.

To request an accommodation for programs call 319-283-1515 or email [oelwein@oelwein.lib.ia.us](mailto:oelwein@oelwein.lib.ia.us).

**Library Hours | Monday-Tuesday 9:00 a.m. to 8:00 p.m. | Wednesday-Thursday 9:00 a.m. to 7:00 p.m. | Friday 9:00 a.m. to 5:30 p.m. | Saturday 9:00 a.m. to 3:00 p.m.**

**201 East Charles St. Oelwein, IA 50662 | 319-283-1515 | [oelwein@oelwein.lib.ia.us](mailto:oelwein@oelwein.lib.ia.us) | [www.oelwein.lib.ia](http://www.oelwein.lib.ia)**





## New items on the shelf

### DVD's:

The Fabulous Four, Horizon: Chapter 1,

### Fiction:

An Eye For an Eye-Jeffrey Archer, Bad Liar-Tami Hoag, The Forest of Lost Souls-Dean R. Koontz, Santa's Secret-Fern Michaels, We Solve Murders-Richard Osman, Counting Miracles-Nicholas Sparks, The Mighty Red-Louise Edrich, The Mistletoe Mystery-Nita Prose, One Big Happy Family-Susan Mallery, Triangle-Danielle Steel, The Boyfriend-Freida McFadden

### Non-Fiction:

Eden Undone-Abbott Kahler, Ministry of Truth-Steve Benen, The Barn-Wright Thompson, Scotland Yard -Simon Read, America's Deadly Election-Dana Bash

### New YA:

Wrath of the Triple Goddess-Rick Riordan, The Thirteenth Child-Erin A. Craig, Ugliest-Scott Westerfeld

### Ladybug:

A Hat Full of Sea-Maudie Smith, Still Life-Alex London, The Greatest-Veera Hiranandani, Aldo-Joaquin Camp, Squirrel-ish-Bambi Edlund,

### New J:

A Gallery of Rogues-Beth Lincoln, Gracie Under the Waves-Linda Sue Park, Impossible Creatures-Katherine Rundell, The Sherlock Society-James Ponti, Popcorn-Rob Harrell, Stella & Marigold-Annie Barrows

## Weekly kid programs at the library

**Pages & Play Club every Wednesday at 10:00 a.m.**

10/2 You Matter, 10/9 Fire Safety , 10/16 At the Zoo,  
10/23 Monsters, 10/30 Spooky Stories

**Have fun with books, songs, crafts, activities & group playtime.**

**Theme Thursday every Thursday at 4:00 p.m.**

10/3 How Do Plants Eat? , 10/10 LEGOs,  
10/17 Pop Art Leaves, 10/24 Library Scavenger Hunt,  
10/31 Halloween!

**This STEAM program will feature a different topic each week.  
LEGOs will feature the 2nd Thursday of each month.**

## Did You Know...

**Did you know Dav Pilkey, author of the *Dog Man* series & the *Captain Underpants* series has dyslexia?**

**Dyslexia is a learning disorder that involves difficulty with reading due to problems identifying speech sounds and how they relate to letters and words.**

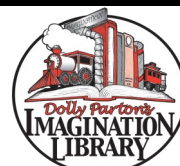
**October is Dyslexia Awareness month.**

**Check out the book display for dyslexia friendly books and for more information.**



### Take & Make Kits

Make a Paper Quilling Apple



Have you signed up yet?

Ask us how.



Children under the age of seven (7) must be accompanied by a responsible person at least fourteen (14) years old. It is the responsibility of parents/guardians/caregivers to supervise and monitor the behavior and safety of their children or persons in need of a caregiver at all times. The library is not responsible for children or persons in need of a caregiver left in the building.

**Library Hours | Monday-Tuesday 9:00 a.m. to 8:00 p.m. | Wednesday-Thursday 9:00 a.m. to 7:00 p.m. | Friday 9:00 a.m. to 5:30 p.m. | Saturday 9:00 a.m. to 3:00 p.m.**

**201 East Charles St. Oelwein, IA 50662 | 319-283-1515 | oelwein@oelwein.lib.ia.us | www.oelwein.lib.ia**



## SEPTEMBER 2024 PARK MONTHLY REPORT

Early this month the employees mowed all properties to get everything evened up in the anticipation that we will not have to mow for a while. This year we have been concentrating our efforts on removing troublesome trees as we have concentrated on removing ash trees for the past three years. On Thursday, we removed a tree that had uprooted along the west trail and was leaning over the trail area. On Friday, the park employees took to City Park where we dropped a dead oak tree that was next to the motel on the east side of the park. Another tree that was next to the main shelter was removed as it had hollowed out in the trunk. In the afternoon we removed a tree on the west side of the park that was dead. I have started laying out tree locations for our event for next Friday as AmeriCorps is sending people for the day. We will be removing the bare root trees from the gravel bed and planting most of the trees at Woodlawn cemetery and a few at Redgate park. Thursday, I had a Teams meeting with the AmeriCorps representative to go over the project and make sure everything was ready for next Friday. On Tuesday evening, the tree board met at the park shop as we talked about our upcoming tree plantings and plans. Some trimming and spraying around the welcome signs as the park employees trimmed up the ditch on 150 in front of the welcome sign. The cemetery employees are busy removing a few remaining dead trees on the north side of the cemetery and trimming up a few of the lower hanging branches. I received an estimate to have the streetlight at city park replaced as it was run over two weekends ago by a citizen. I contacted Manske's Corner Market and Cannons Greenhouse this week to ensure that they have the trees lined up for our Trees Forever planting next month. At the pool we continue our winterization efforts bringing items back to the shop. We placed an article in the paper and posted on Facebook notifying people to place concrete foundation orders for headstones at Woodlawn. The guys are going around watering newly planted trees as needed as the dry water persists. The campground had a great Labor Day weekend as the paper published an article for us. The trails, cemetery and skate park were swept like usual.

This month the park employees have been getting at our list of projects instead of mowing with the wonderful dry weather we are having. The park employees are setting up the two new slides at the City Park playground, so they are ready for pouring concrete next week. The cemetery employees are busy with taking foundation orders and preparing for our concrete pour next week if the weather stays dry. Chris J. has been grinding stumps from trees that have been taken down recently. The employees took care of starting some holes for our tree planting on Friday as the dry weather has made the ground at the cemetery extremely hard, then saturating the area with water so the ground will be workable for the volunteers Friday. The sickle mower was taken around to various areas that needed to be knocked down again. The park employees have prepared two foundations for memorial benches, one in Redgate park and another along the NW trail. I have been preparing for our tree planting this week. This past Friday we learned that the tree board was awarded the \$2,500 grant from the DNR "Trees for Kids" grant. This money will be used to purchase 24 trees to plant at Wings Park in early October. I sent out the agenda for the park and rec meeting for Monday evening and prepared my presentation for the meeting.

This past week we had a large tree planting at Woodlawn and Redgate park. These forty trees were our bare root trees that were raised in the gravel bed this summer at the park shop. In attendance were AmeriCorps members, tree board members, our Trees Forever representative and the park and cemetery employees. The project went great as there was a lot of preparation for this project that started last fall.

The park and cemetery employees were busy pouring concrete. We poured monument foundations at Woodlawn cemetery and three pads for memorial benches at various locations. The park employees took the air compressor to the aquatic facility and blew the water lines out and put RV antifreeze in all the drains. There has been a lot of vandalism in the parks recently. Depot Park has received some damage as well, which we are getting quotes on repairing as other parks have seen an increase in vandalism. We had our monthly safety meeting at the park shop with the park and cemetery employees this past week. Park employees have been busy trimming down tree stumps and grinding them down. Every morning the park employees have been working on trimming the downtown area as we are short of a few employees for the remainder of the season.



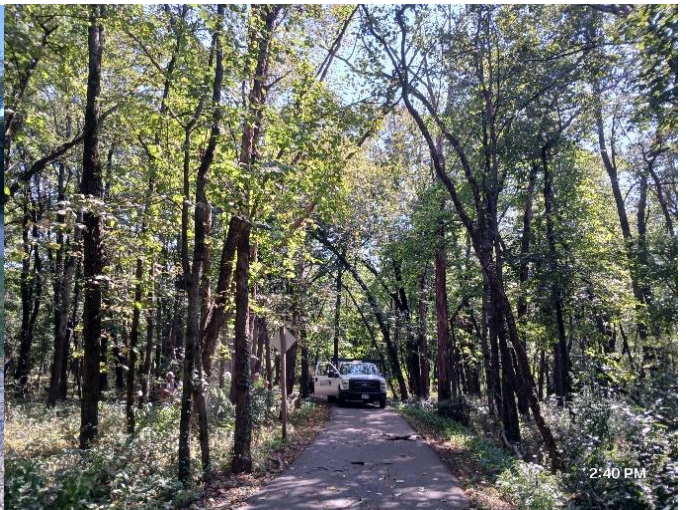
TREE REMOVAL



TREE REMOVAL



TREE REMOVAL





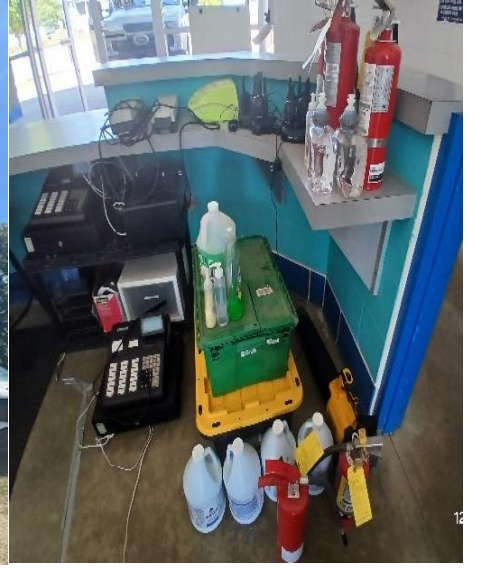
CLEANING



TRIMMING



WINTERIZING



SLIDE REPLACEMENT

STUMP GRINDING



PLANTING PREPARATIONS

TRIMMING







WATERWAY TRIMMING



MEMORIAL BENCH/MONUMENT FOUNDATION PREP



AMERICORPS PRESENTATION

GRANT AWARDED



TREE PLANTING

**CELEBRATING 30 YEARS OF AMERICORPS IN IOWA**

**AMERICORPS IS NOT A MOMENT. IT'S A MOVEMENT.**

AmeriCorps.gov | #AmeriCorps30

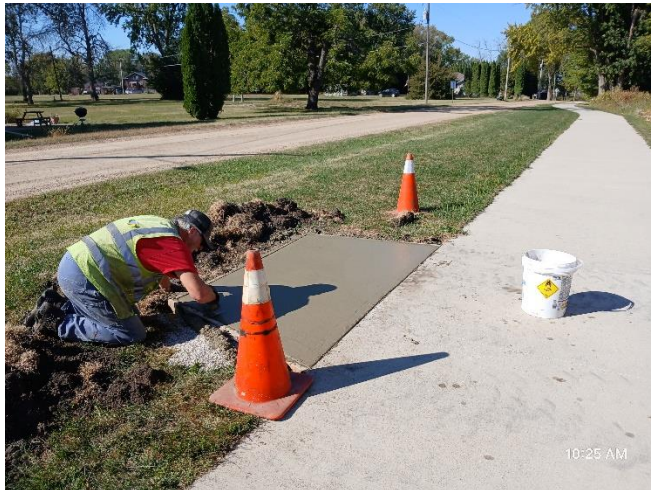




TREE PLANTING



CONCRETE WORK







VANDALISM DEPOT PARK



SAFETY MEETING

WINTERIZING

STUMP GRINDING



DOWNTOWN

VANDALISM

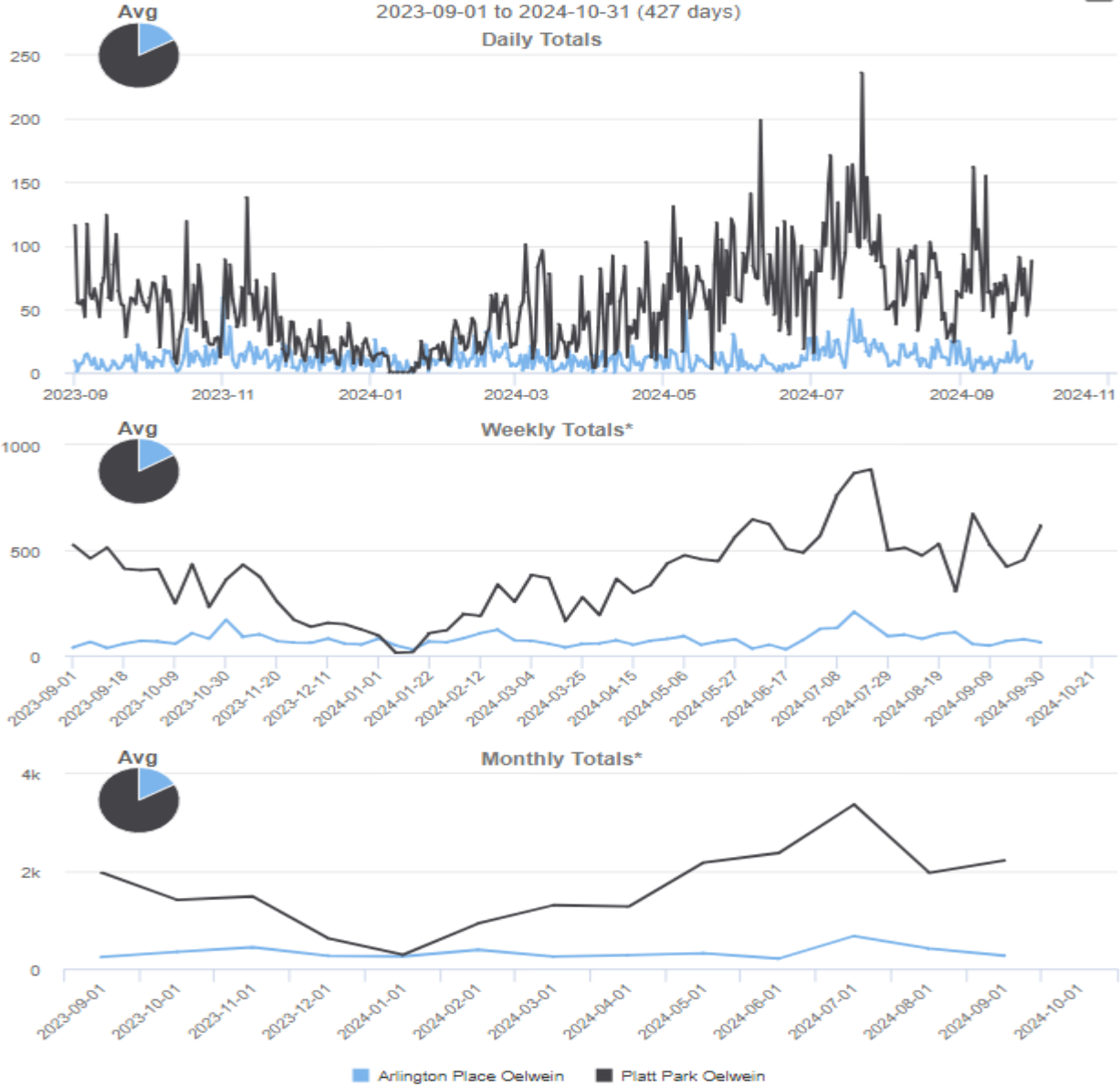
TREE WORK





### Daily/Weekly/Monthly totals

2023-09-01 to 2024-10-31 (427 days)



\* Based on Average Daily Traffic (ADT)

### Master Summary

Download as Excel CSV

Year	Site	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	ADT†	ADT†x365	Days with data
2021	Arlington Place Oelwein							512*	388	294	115	242	134	9.115	3,327	183
	Platt Park Oelwein							2,845*	2,523	2,458	1,675	950	704	60.454	22,066	183
2022	Arlington Place Oelwein	146	207	158	148	199	290	426	332	327	362		173*	8.303	3,031	330
	Platt Park Oelwein	394	548	1,002	1,297	1,984	1,877	2,736	2,877	2,127	1,672		572*	51.497	18,796	330
2023	Arlington Place Oelwein	183	235	274	356	510	421	190	451	241	347	441	266	10.753	3,925	365
	Platt Park Oelwein	543	816	1,229	1,635	2,948	2,592	3,013	2,399	1,969	1,411	1,485	628	56.625	20,668	365
2024	Arlington Place Oelwein	254	389	247	279	319	208	673	414	269				11.139	4,077	274
	Platt Park Oelwein	287	930	1,305	1,276	2,181	2,378	3,373	1,972	2,223				58.120	21,272	274

ADT† = Average Daily Traffic

\* = based upon that month's ADT [Learn more](#) Indicates months with less than 6 days of data.



## DAILY ACTIVITIES

- CLEAN/ORGANIZE SHOP AREAS
- PICK UP DOWNTOWN AREAS
- MAINTAINING PARK, CEMETERIES
- MAINTENANCE ON EQUIPMENT
- SAFETY MEETINGS
- MEET WITH CONTRACTORS
- RETRIEVE & UPLOAD TRAIL COUNT DATA
- WOODLAWN BURIALS
- PARK MAINTENANCE
- GRANT WORK

## PROGRESS ON PROJECTS

- WEBSITE UPDATING
- TRAIL EASEMENTS/GRANTS
- PARK AND REC MASTER PLAN
- TRAIL MAINTENANCE
- GRINDING STUMPS
- CIVICREC WORK
- TREES FOR KID'S TREE PLANTING
- TRIM DOWNTOWN FOR WINTER
- PLAYGROUND MAINTENANCE
- DEAD TREE REMOVAL
- NEW MEMORIAL BENCH FOUNDATIONS
- HEADSTONE FOUNDATIONS POURED
- SWEEPING TRAILS/STREETS
- PLAYGROUND SLIDES – CITY PARK
- WINTERIZED POOL
- AMERICORPS PROJECT
- BARE ROOT TREE PLANTING COMPLETED

## NEXT MONTH AND FUTURE PROJECTS

- REPURPOSE OLD WINGS BRIDGE
- GRANT WRITING
- TRAIL SEGMENT 2
- TRAIL SEGMENTS 4/5 ALIGNMENT
- PLANT TREES IN CHRYSLER PARK
- BOARD AND COMMITTEE MEETINGS
- TREES FOREVER TREE PLANTING
- FLAGPOLE DIAMONDS
- WINTERIZE ALL BATHROOMS
- WINTERIZE CAMPGROUND

JOSHUA JOHNSON MA  
OELWEIN PARK SUPERINTENDENT





### City of Oelwein, IA

**CLIENT LIAISON:**

Jim Holz, AICP  
Phone: 563.584.2884  
Cell: 563.590.6351  
jholz@msa-ps.com

**DATE:**

October 7, 2024



### COMMUNITY CHANGE GRANT – PROJECT #08884014

We intend to have a draft of the full application to staff by Oct. 18th. If everything looks good, we could submit the application early.

### BRIC FUNDING – PROJECT #08884015

We have held our internal kick off meeting and are currently coordinating the Geotechnical Evaluation and Property Acquisition subconsultants.

We have provided Dylan with a notice to property owners regarding survey of the properties involved. Once the crops are all harvested, we plan on getting survey crew on site to complete all necessary survey.

We have also contacted the Iowa Flood Center and IA DNR for their H&H Modeling.

We are also trying to get a meeting scheduled with Jim Mardewel at Iowa Homeland Security to ensure we are on the same page moving forward. Our funding team has been in contact with him to get an NOI submitted.

During discussions with Iowa Homeland Security, it was determined that Oelwein is eligible for FEMA’s Hazard Mitigation Grant Program (HMGP).