



Agenda

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

October 12, 2026
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Matt Weber

Council Members: Tony Cannon, Anthony Ricchio, Lynda Payne, Jason Gearhart, Renee Cantrell

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

A. Public Comment Policy.

Consent Agenda

1. Consideration of a motion approving the September 28, 2026 minutes.
2. Consideration of a motion approving a Class "C" Alcohol License for American Legion Ross Reid Post #9.
3. Consideration of a resolution approving Pay Application No. 1 in the amount of \$93,793.03 to Mehmert Tiling, Inc. for the T-Hangar Taxilanes Rehabilitation Project.

Ordinances

4. Consideration of an ordinance adding Article IV, Section 23-70 amending Chapter 23 of the Code of Ordinances of the City of Oelwein, Iowa establishing a juvenile curfew. - Second Reading.
5. Consideration of an ordinance amending Chapter 22 of the Code of Ordinances of the City of Oelwein, Iowa, by adding Section 22-203 to Article VIII regulating foot-powered scooters and electric stand-up scooters. - First Reading.

Resolutions

6. Consideration of a resolution amending the city fee schedule to include a fuel surcharge for the single hauler service provided by Kluesner Sanitation.
7. Consideration of a resolution approving the City Clerk Transition Plan.
8. Consideration of a resolution waiving rental fees for OLZ hangar rentals for one month due to construction.

- [9.](#) Consideration of a resolution approving the 2026 Mowing Reduction Act for the Woodlawn Cemetery.
- [10.](#) Consideration of a resolution approving terminating a contract with Corporate Technologies for information technology managed services.
- [11.](#) Consideration of a resolution amending the Oelwein Personnel Manual.

Council Updates

Mayor's Report

City Administrator's Report

- [A.](#) City Administrator.

Adjournment

- [B.](#) 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 28, 2026 - 6:00 PM

Pledge of Allegiance

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

Roll Call **Present:** Cannon, Gearhart, Ricchio (via phone), Weber, Payne, Cantrell
 Also Present: Mayor DeVore, City Administrator Mulfinger, Administrative Assistant McKee
 Absent: NA

Additions or Deletions

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

All aye. Motion carried.

Consent Agenda

1. Consideration of a motion approving the September 14, 2026 minutes.
2. Claims resolution in the amount of \$483,278.16.
3. Consideration of a motion approving an alcohol license ownership amendment for Casey's General Stores, Inc.
4. Consideration of a motion approving a tobacco license ownership amendment for Casey's General Stores, Inc.
5. Consideration of a motion approving a Class "C" Alcohol License for Ampersand.
6. Consideration of a resolution authorizing the temporary closure of public ways or grounds for the Oelwein Chamber and Area Development Olde Tyme Christmas on December 4, 2026.

Resolution No. 5936-2026 was applied to this resolution.

7. Consideration of a resolution approving Change Order No. 3 in the amount of -(\$7,087.66) to Baker Enterprises, Inc. for the Oelwein Trails Segment 2.

Resolution No. 5937-2026 was applied to this resolution.

8. Consideration of a resolution approving Pay Application No. 4 in the amount of \$36,426.42 to Baker Enterprises, Inc. for the Oelwein Trails Segment 2.

Resolution No. 5938-2026 was applied to this resolution.

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

All aye. Motion carried.

Ordinances

9. Consideration of an ordinance adding Article IV, Section 23-70 amending Chapter 23 of the Code of Ordinances of the City of Oelwein, Iowa establishing a juvenile curfew. - First Reading.

A motion was made by Weber, seconded by Cantrell to approve the first reading of an ordinance adding Article IV, Section 23-70 amending Chapter 23.

Aye: Cannon, Gearhart, Ricchio, Weber, Payne, Cantrell

Nay: NA

Motion carried.

Resolutions

10. Consideration of a resolution fixing the amount to be assessed for nuisance abatement, approving the special assessment schedule, and directing the clerk to publish, mail, and file the assessment schedule all in accordance with chapter 384 of the Iowa Code.

A motion was made by Weber, seconded by Gearhart to approve Resolution No. 5939-2026.

Aye: Cannon, Gearhart, Ricchio, Weber, Payne, Cantrell

Nay: NA

Motion carried.

11. Consideration of a resolution accepting the completion of the 10th Street Bridge Project with Taylor Construction.

A motion was made by Weber, seconded by Cantrell to approve Resolution No. 5940-2026.

Aye: Cannon, Gearhart, Ricchio, Weber, Payne, Cantrell

Nay: NA

Motion carried.

12. Consideration of a resolution approving Final Pay Application No. 5 in the amount of \$21,188.80 to Baker Enterprises, Inc. for the Oelwein Trails Segment 2.

A motion was made by Weber, seconded by Cantrell to approve Resolution No. 5941-2026.

Aye: Cannon, Gearhart, Ricchio, Weber, Payne, Cantrell

Nay: NA

Motion carried.

13. Consideration of a resolution accepting the completion of Oelwein Trails Segment 2 Project with Baker Enterprises, Inc.

A motion was made by Weber, seconded by Cantrell to approve Resolution No. 5942-2026.

Aye: Cannon, Gearhart, Ricchio, Weber, Payne, Cantrell

Nay: NA

Motion carried.

14. Consideration of a resolution amending a Development Agreement with Matt Construction for 201 9th Ave SW.

DeVore stated he was happy to see three new properties in town and would like to maintain the working relationship with Matt Properties.

A motion was made by Weber, seconded by Gearhart to approve Resolution No. 5943-2026.

Aye: Cannon, Gearhart, Ricchio, Weber, Payne, Cantrell

Nay: NA

Motion carried.

Mayor's Report

Mayor DeVore stated he attended the Iowa League of Cities Conference. He felt it was very educational and encouraged more council members to attend in the future.

City Attorney's Report

The City Attorney invoices were included in the packet.

City Administrator's Report

City Administrator Mulfinger recapped his time at the Iowa League of Cities Conference. He spoke about a seminar on the Iowa Thriving Community Grant. This grant incentivizes contractors with tax credits.

Adjournment

A motion was made by Cantrell, seconded by Weber to adjourn the meeting at 6:18PM.

All aye.

Motion carried.

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held September 28, 2026 and copy of said proceedings was furnished to the Register September 30, 2026.

Dylan Mulfinger, City Administrator

RESOLUTION NO. _____-2026

RESOLUTION APPROVING PAY APPLICATION NO. 1 IN THE AMOUNT OF \$93,793.03 TO MEHMERT
TILING, INC. FOR T-HANGAR TAXILANES REHABILITATION PROJECT

WHEREAS, the original contract price for this project is \$762,956.90; and

WHEREAS, the pay application number 1 will cost \$93,793.03; and

WHEREAS, the project has been designed and administered by AECOM;

WHEREAS, the contractor is Mehmert Tiling, Inc.; and

Now, therefore, be it resolved by the City Council of Oelwein, Iowa approves Pay
Application No. 1 in the amount of \$93,793.03 to Mehmert Tiling, Inc.
for the T-Hangar Taxilanes Rehabilitation Project

Passed and approved this 12th day of September, 2026.

Brett DeVore, Mayor

Attest:

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

AYES NAYS ABSENT ABSTAIN

Dylan Mulfinger, City Administrator

Weber
Payne
Cantrell
Cannon
Gearhart
Ricchio

**PAY ESTIMATE NO. 1
REHABILITATE T-HANGAR TAXILANES
OELWEIN MUNICIPAL AIRPORT
FAA AIP PROJECT NO. 3-19-0067-016
AECOM PROJECT NO. 60797953**

Date: **October 5, 2026**

ITEM NO.	DESCRIPTION	UNIT	UNIT BID PRICE	CONTRACT QUANTITY	CONTRACT AMOUNT	AUTHORIZED QUANTITY	AUTHORIZED AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT
1	MOBILIZATION AND DEMOBILIZATION	LS	\$ 47,700.00	1.0	\$ 47,700.00	1.0	\$ 47,700.00	0.25	\$ 11,925.00
2	BARRICADES	LS	\$ 2,500.00	1.0	\$ 2,500.00	1.0	\$ 2,500.00	0.5	\$ 1,250.00
3	PAVEMENT REMOVAL	SY	\$ 5.89	3,000.0	\$ 17,670.00	3,000.0	\$ 17,670.00	3,000.0	\$ 17,670.00
4	UNCLASSIFIED EXCAVATION	CY	\$ 32.65	2,200.0	\$ 71,830.00	2,200.0	\$ 71,830.00	1,980.0	\$ 64,647.00
5	FROST PROTECTION COURSE	CY	\$ 55.61	2,000.0	\$ 111,220.00	2,000.0	\$ 111,220.00		\$ -
6	GEOGRID	SY	\$ 4.50	3,300.0	\$ 14,850.00	3,300.0	\$ 14,850.00		\$ -
7	INSTALLATION AND REMOVAL OF SEDIMENT LOGS	LF	\$ 3.50	1,200.0	\$ 4,200.00	1,200.0	\$ 4,200.00	925.0	\$ 3,237.50
8	AGGREGATE BASE COURSE - 6"	CY	\$ 89.45	620.0	\$ 55,459.00	620.0	\$ 55,459.00		\$ -
9	ASPHALT MIXTURE SURFACE COURSE	TON	\$ 257.86	750.0	\$ 193,395.00	750.0	\$ 193,395.00		\$ -
10	PORTLAND CEMENT CONCRETE (PCC) PAVEMENT - 6"	SY	\$ 140.75	580.0	\$ 81,635.00	580.0	\$ 81,635.00		\$ -
11	EMULSIFIED ASPHALT PRIME COAT	GAL	\$ 4.00	1,100.0	\$ 4,400.00	1,100.0	\$ 4,400.00		\$ -
12	EMULSIFIED ASPHALT TACK COAT	GAL	\$ 2.35	300.0	\$ 705.00	300.0	\$ 705.00		\$ -
13	PCC PAVEMENT JOINT RESEALING	LF	\$ 3.50	870.0	\$ 3,045.00	870.0	\$ 3,045.00		\$ -
14	CRACK ROUTING AND SEALING	LF	\$ 2.50	250.0	\$ 625.00	250.0	\$ 625.00		\$ -
15	AIRFIELD MARKING (YELLOW-REFLECTIVE-WATERBORNE)	SF	\$ 12.00	550.0	\$ 6,600.00	550.0	\$ 6,600.00		\$ -
16	AIRFIELD MARKING (BLACK-NONREFLECTIVE-WATERBORNE)	SF	\$ 12.00	1,050.0	\$ 12,600.00	1,050.0	\$ 12,600.00		\$ -
17	REFLECTIVE MEDIA (TYPE1, GRADATION A)	LB	\$ 5.00	35.0	\$ 175.00	35.0	\$ 175.00		\$ -
18	12 INCH REINFORCED CONCRETE PIPE	LF	\$ 99.75	180.0	\$ 17,955.00	180.0	\$ 17,955.00		\$ -
19	FLARED END SECTIONS	EA	\$ 1,545.40	6.0	\$ 9,272.40	6.0	\$ 9,272.40		\$ -
20	4-INCH PERFORATED SUBDRAIN (SDR-35)	LF	\$ 21.70	1,000.0	\$ 21,700.00	1,000.0	\$ 21,700.00		\$ -
21	4-INCH NON-PERFORATED SUBDRAIN (SDR-35)	LF	\$ 28.75	250.0	\$ 7,187.50	250.0	\$ 7,187.50		\$ -
22	SUBDRAIN CLEANOUTS	EA	\$ 1,283.40	20.0	\$ 25,668.00	20.0	\$ 25,668.00		\$ -
23	SEEDING	AC	\$ 2,300.00	0.75	\$ 1,725.00	0.8	\$ 1,725.00		\$ -
24	TOPSOILING (OBTAINED ON SITE)	CY	\$ 40.70	200.0	\$ 8,140.00	200.0	\$ 8,140.00		\$ -
25	MULCHING	AC	\$ 3,600.00	0.75	\$ 2,700.00	0.8	\$ 2,700.00		\$ -
26	4-INCH SPLIT DUCT - CONCRETE ENCASED	LF	\$ 80.00	500.0	\$ 40,000.00	500.0	\$ 40,000.00		\$ -
	TOTALS				\$ 762,956.90		\$ 762,956.90		\$ 98,729.50

Prepared by:

Q. 3. Hughes

AECOM

David Hughes, PE, Project Manager

10/6/2026

Date _____

Total Earned to Date

Stored Materials

Subtotal

Less Retainage (5%)

Subtotal

Less Previous Payments

Total Amount Due This Estimate

Percent Complete

City of Oelwein

Dylan Mulfinger, City Administrator

Date _____

\$ 98,729.50

\$ -

\$ 98,729.50

\$ 4,936.48

\$ 93 793 03

\$ -

\$ 93.793.03

12.9%

Mehmert Tiling, Inc. has waived the right to review partial pay estimates.

Mehmert Tiling, Inc.

Date _____

ORDINANCE NO. 1230

AN ORDINANCE ADDING SECTION 23-70 TO CHAPTER 23 OF THE CODE OF ORDINANCES OF THE CITY OF OELWEIN, IOWA, ESTABLISHING A JUVENILE CURFEW

SECTION 1. NEW SECTION ADOPTED.

Chapter 23 of the Code of Ordinances of the City of Oelwein, Iowa, is amended by adding the following new section:

SEC. 23-70. JUVENILE CURFEW.

1. PURPOSE AND CONSTRUCTION.

A. The purposes of this section are to:

- (1) Protect minors from victimization, exploitation, injury, and other dangers associated with being unsupervised in public places during late-night and early-morning hours;
- (2) Promote reasonable parental supervision of minors;
- (3) Reduce opportunities for minors to become involved in criminal activity, property damage, disturbances, and other unlawful conduct;
- (4) Provide law enforcement officers with a reasonable means of addressing circumstances in which minors are unsupervised in public places during limited nighttime hours; and
- (5) Protect the constitutional and legal rights of minors, parents, guardians, and other persons.

B. This section shall be narrowly construed. It does not prohibit lawful employment, education, religious exercise, political or expressive activity, interstate or intrastate travel, family activity, emergency activity, or other conduct expressly exempted under this section.

C. A minor's presence in a public place during curfew hours does not, by itself, conclusively establish a violation. Before issuing a citation, a law enforcement officer shall make a reasonable inquiry into the minor's age, circumstances, reason for being present, destination, and whether an exception applies.

2. DEFINITIONS.

For purposes of this section:

A. "Curfew hours" means the following periods:

- (1) For a minor who is 15 years of age or younger:
 - (a) From 10:30 p.m. on Sunday, Monday, Tuesday, Wednesday, or Thursday until 5:00 a.m. the following day; and
 - (b) From 11:00 p.m. on Friday or Saturday until 5:00 a.m. the following day.
- (2) For a minor who is 16 or 17 years of age: From 12:00 midnight until 5:00 a.m. every day of the week.
- (3) The applicable curfew period shall be determined by the minor's age at the time of the alleged violation and by the day on which the curfew period begins.

B. "Emergency" means an unforeseen combination of circumstances or a resulting condition that requires immediate action to prevent or address:

- (1) Serious bodily injury or loss of life;
- (2) Significant property damage;
- (3) A fire, natural disaster, severe weather event, or hazardous condition;
- (4) A medical emergency;
- (5) A motor vehicle collision; or
- (6) Another comparable urgent condition requiring immediate assistance or action.

C. "Establishment" means a privately owned place of business to which the public is invited, including any parking lot, common area, or other premises under the control of the establishment.

D. "Guardian" means:

- (1) A person appointed by a court to have the care and custody of a minor;
- (2) A person who has assumed responsibility for the care and supervision of a minor with the consent of the minor's parent, legal guardian, or lawful custodian; or
- (3) A responsible adult who is at least 21 years of age and has been authorized by the minor's parent or legal guardian to accompany or supervise the minor.

E. "Minor" means an unemancipated person under 18 years of age.

F. "Parent" means a biological or adoptive parent, legal guardian, lawful custodian, or other person having legal care, custody, or control of a minor.

G. "Public place" means a place within the corporate limits of the City of Oelwein to which the public or a substantial group of the public has access, including:

- (1) A street, highway, sidewalk, alley, or public right-of-way;
- (2) A park, playground, trail, or other public recreational area;
- (3) A public building or facility;
- (4) A school property or common area when accessible to the public;
- (5) A parking lot or parking area;
- (6) A transportation facility; and
- (7) The common area or premises of an establishment.

"Public place" does not include the interior of a private residence or privately owned property where the minor is present with the consent of the owner, lawful occupant, or person authorized to grant permission.

H. "Remain" means to linger, stay, congregate, or continue to be present in a public place. "Remain" does not include:

- (1) Brief or incidental presence;
- (2) Passage through a public place while traveling directly to an authorized destination;
- (3) Presence caused by circumstances outside the minor's reasonable control; or
- (4) Presence while engaged in conduct exempted under Subsection 4.

3. PROHIBITED CONDUCT.

Except as provided in Subsection 4, a minor commits a violation of this section when the minor knowingly remains in a public place within the City during the curfew hours applicable to the minor's age.

The City must prove beyond a reasonable doubt that:

- A. The person was a minor;
- B. The minor knowingly remained in a public place;
- C. The conduct occurred during the curfew hours applicable to the minor.

The applicability of an exception under Subsection 4 shall be determined in accordance with Subsection 5.

4. EXCEPTIONS.

A minor does not violate this section when the minor is:

- A. Accompanied by the minor's parent or guardian;
- B. Engaged in lawful employment or traveling directly to or from lawful employment without unnecessary delay;
- C. Engaged in or traveling directly to or from a lawful school, educational, athletic, recreational, cultural, civic, charitable, religious, governmental, or community activity supervised by one or more adults, without unnecessary delay;
- D. Actually engaged in, or traveling directly and without unnecessary delay to or from, an identifiable and bona fide religious, political, governmental, expressive, petitioning, or peaceful assembly activity protected by the United States Constitution or the Iowa Constitution.

The minor's mere possession, display, or production of a sign, pamphlet, symbol, clothing, electronic content, or other expressive material after being contacted by a law enforcement officer does not, standing alone, establish that this exception applies.

In determining whether this exception applies, the officer may consider the totality of the circumstances, including:

- (1) The nature, location, timing, duration, and stated purpose of the activity;
- (2) Whether other persons were involved or reasonably expected to be involved;
- (3) Whether the activity existed or was planned before the officer's contact with the minor;
- (4) Whether the minor's conduct and travel were reasonably related to the claimed protected activity; and
- (5) Any other objective facts reasonably bearing upon whether the minor was actually engaged in, or traveling to or from, the claimed protected activity.

No single factor listed in this paragraph is controlling, and an activity is not required to be sponsored, approved, or organized by a governmental entity or formally recognized organization in order to qualify for this exception;

E. On a specific errand or undertaking at the direction of the minor's parent or guardian, while traveling directly and without unnecessary delay to, from, or in the performance of the errand or undertaking. The authorization must identify, expressly or by reasonable implication, the purpose, destination, and approximate time involved;

F. Acting in response to an emergency or traveling to obtain emergency medical care, police assistance, fire assistance, or other emergency services;

G. Traveling through the City by a direct and reasonable route while engaged in interstate or intrastate travel;

H. Riding in or operating a motor vehicle while traveling directly and without unnecessary delay to or from an activity, destination, or purpose otherwise exempted under this subsection. The mere operation of or presence in a motor vehicle does not, standing alone, constitute an exception to this section;

I. On the sidewalk, yard, driveway, porch, or other area immediately adjoining:

- (1) The minor's residence; or
- (2) The residence of a next-door neighbor, with the consent of the neighbor;

J. Attending or traveling directly to or from an official activity of:

- (1) The United States Armed Forces or National Guard;
- (2) A law enforcement explorer or cadet program;
- (3) A fire department or emergency medical services cadet program; or
- (4) Another government-sponsored training or public-service program;

K. Experiencing homelessness, displacement, abuse, neglect, abandonment, or another circumstance making it unsafe or impracticable to return to the minor's residence, and the minor is traveling to or from a shelter, safe location, public facility, service provider, school, employment, or other appropriate destination;

L. Prevented from reaching the minor's residence or destination by circumstances outside the minor's reasonable control, including:

- (1) A delayed or unavailable ride;
- (2) A motor vehicle breakdown;
- (3) Severe weather;
- (4) A road closure;
- (5) An interruption or delay in public transportation; or
- (6) A comparable unforeseen circumstance;

M. Seeking assistance for the minor or another person from a law enforcement officer, firefighter, emergency medical provider, medical facility, shelter, service provider, responsible adult, or other appropriate source of assistance.

5. EXCEPTIONS; BURDEN OF PRODUCTION AND PROOF.

- A. The exceptions listed in Subsection 4 are affirmative defenses to prosecution under this section and are not elements of the offense.
- B. The City is not required to negate an exception unless substantial evidence is produced from any source supporting a finding that the exception applies.
- C. Once substantial evidence supporting an exception has been produced, the City bears the burden of proving beyond a reasonable doubt that the exception does not apply.
- D. A minor is not required to carry written proof of parental permission, employment, participation in an activity, or another exception.
- E. The inability to immediately contact a parent, guardian, employer, activity supervisor, or other person does not, by itself, establish that an exception is inapplicable.

6. OFFICER INQUIRY.

- A. Before issuing a citation under this section, a law enforcement officer shall reasonably inquire into the circumstances of the minor's presence in the public place.
- B. The inquiry should ordinarily include:
 - (1) The minor's name and age;
 - (2) The minor's home address;
 - (3) The identity and available contact information of the minor's parent or guardian;
 - (4) The minor's reason for being in the public place;
 - (5) The minor's destination and intended route; and
 - (6) Whether an exception under Subsection 4 applies.
- C. An officer may request reasonable verification of information provided by the minor. Verification may include contacting a parent, guardian, employer, activity supervisor, property owner, responsible adult, or other person reasonably believed to have relevant knowledge.
- D. An officer shall not issue a citation unless the officer has probable cause to believe that:
 - (1) The person is a minor;
 - (2) The minor knowingly remained in a public place during the curfew hours applicable to the minor; and
 - (3) Based upon the officer's reasonable inquiry and the information then available, no exception under Subsection 4 was reasonably apparent or supported.
- E. The absence of identification, written parental authorization, employment documentation, or immediate telephone verification does not independently establish probable cause for a violation.
- F. Nothing in this section authorizes a detention or search that would otherwise violate the United States Constitution, the Iowa Constitution, or applicable law.

7. ENFORCEMENT PROCEDURE.

A. Whenever reasonably practicable, an officer encountering a minor who appears to be in violation of this section shall first seek voluntary compliance by:

- (1) Explaining the curfew requirements;
- (2) Determining whether an exception applies;
- (3) Directing the minor to return to the minor's residence or proceed to another lawful destination; and
- (4) Attempting to notify the minor's parent or guardian.

B. An officer may transport or arrange transportation for the minor to:

- (1) The minor's residence;
- (2) A parent or guardian;
- (3) A responsible adult authorized to receive the minor;
- (4) An appropriate shelter, service provider, or safe location; or
- (5) Another location authorized by law.

C. Transportation of a minor under this subsection shall be conducted in a manner reasonably intended to protect the safety and welfare of the minor.

D. CITATION IN LIEU OF ARREST; LIMITED NONSECURE CUSTODY.

(1) A law enforcement officer shall issue a police citation or uniform citation and complaint, in lieu of making a warrantless arrest, to a minor accused of violating this section, as required by Iowa Code section 805.16.

(2) A minor shall not be arrested solely for a violation of this section unless the minor:

- (a) Refuses to sign the citation without qualification;
- (b) Persists in engaging in the conduct for which the citation was issued;
- (c) Refuses to provide proper identification or to identify the minor; or
- (d) Constitutes an immediate threat to the minor's own safety or the safety of the public.

(3) An arrest authorized under this subsection shall be limited to the purposes and conditions permitted by Iowa Code section 805.16. The minor shall be held only in nonsecure custody and shall not be detained or confined in a facility regulated under Iowa Code chapter 356 or 356A.

(4) "Nonsecure custody" shall have the meaning provided in Iowa Code section 805.16 and shall include all applicable requirements concerning the location, physical security, supervision, purpose, and duration of custody.

(5) Nothing in this subsection prohibits:

- (a) The execution of a valid arrest warrant;
- (b) An arrest or other lawful custody based upon a separate offense;
- (c) Protective action authorized by law because the minor is missing, endangered, abused, neglected, abandoned, or otherwise in need of immediate assistance; or

(d) Voluntary transportation or other lawful arrangements intended to return the minor to a parent, guardian, responsible adult, residence, shelter, service provider, or other safe location.

E. Nothing in this section limits an officer's authority to investigate or take appropriate action concerning:

- (1) A separate criminal offense or delinquent act;
- (2) A missing-person report;
- (3) Suspected child abuse, neglect, abandonment, or exploitation;
- (4) A court order;
- (5) A runaway or endangered juvenile;
- (6) A mental-health or medical emergency; or An immediate threat to public safety.

8. WARNING AND CITATION PROCEDURES.

A. First Violation.

Except as provided in Paragraph C, a minor's first known violation within a 12-month period shall ordinarily result in:

- (1) A verbal or written explanation of the curfew ordinance;
- (2) A written warning;
- (3) A reasonable effort to notify the minor's parent or guardian; and
- (4) A safe disposition of the minor.

B. Subsequent Violation.

A citation may be issued when a minor commits a subsequent violation after receiving a written warning within the preceding 12 months.

C. Citation Without Prior Warning.

An officer may issue a citation without a prior written warning when:

- (1) The minor refuses to comply with a lawful direction reasonably related to enforcement of this section;
- (2) The minor knowingly provides materially false identifying information;
- (3) The violation occurs in connection with separate unlawful conduct;
- (4) The minor leaves after receiving a lawful warning or direction and knowingly returns to a public place during the same curfew period without a lawful reason; or
- (5) The officer reasonably determines, based upon documented prior contacts, that a warning would be ineffective because of repeated substantially similar conduct.

D. Nothing in this subsection requires an officer to issue a citation. Officers retain discretion to use a warning, referral, transportation, parental notification, or another lawful and reasonable disposition.

E. Nothing in this subsection requires the filing of a charge when an officer determines that a warning or other lawful disposition is appropriate. When a minor is formally accused or charged with violating this section, the citation and custody procedures of Iowa Code section 805.16 shall apply.

9. PARENTAL NOTIFICATION.

A. When a minor receives a warning or citation under this section, the Police Department shall make a reasonable effort to notify the minor's parent or guardian.

B. Notification may be made:

- (1) In person;
- (2) By telephone;
- (3) Electronically;
- (4) By mail; or
- (5) By another reasonable method.

C. Notice should include:

- (1) The date, time, and general location of the contact;
- (2) The nature of the curfew requirement;
- (3) Whether the minor received a warning or citation; and
- (4) Information concerning any available diversion, educational, or community-service option.

D. A parent or guardian does not incur automatic criminal or civil liability solely because a minor violated this section.

E. Conduct by a parent or guardian that independently violates another provision of law may be investigated or prosecuted under that law.

10. PARENTAL RESPONSIBILITY.

A. After receiving written notice of a minor's prior violation of this section, a parent, legal guardian, or lawful custodian shall not knowingly permit, encourage, assist, or, when reasonably able to do so, fail to take reasonable measures to prevent a subsequent violation by the minor.

B. A parent, legal guardian, or lawful custodian commits a municipal infraction only when the City proves by clear, satisfactory, and convincing evidence that:

- (1) The parent, legal guardian, or lawful custodian had actual notice of the minor's prior curfew violation;
- (2) The parent, legal guardian, or lawful custodian had the legal authority and reasonable ability, under the circumstances, to supervise or control the minor;
- (3) The parent, legal guardian, or lawful custodian knowingly permitted the violation or failed to take reasonable measures to prevent a subsequent violation; and
- (4) The act or failure to act by the parent, legal guardian, or lawful custodian caused or materially contributed to the subsequent violation.

C. A minor's violation of this section, standing alone, does not establish or create a presumption that a parent, legal guardian, or lawful custodian failed to exercise reasonable supervision or control.

D. In determining whether a parent, legal guardian, or lawful custodian exercised reasonable supervision and control, the court may consider all relevant circumstances, including whether that person:

- (1) Clearly directed the minor to comply with the curfew;
- (2) Made reasonable efforts to determine the minor's location and require the minor to return home;
- (3) Arranged reasonable supervision when personally unavailable;
- (4) Reported the minor as missing or as a runaway when appropriate;
- (5) Sought assistance from law enforcement, juvenile court services, school personnel, counseling providers, or other appropriate agencies;
- (6) Was unable to control the minor because of circumstances beyond that person's reasonable control; and
- (7) Took other reasonable measures intended to prevent the violation.

E. It is a defense that the minor left the residence or violated the curfew without the knowledge or permission of the parent, legal guardian, or lawful custodian despite that person's reasonable efforts to supervise and control the minor.

F. PARENTAL NOTICE AND PENALTIES.

- (1) Following a minor's first documented curfew violation, the City shall provide written notice to the parent, legal guardian, or lawful custodian. The notice is not a finding of parental liability.
- (2) A first parental-responsibility municipal infraction proven after such notice is punishable by a civil penalty not exceeding one hundred dollars.
- (3) A second or subsequent parental-responsibility municipal infraction is punishable by a civil penalty not exceeding two hundred fifty dollars.

G. Each parental-responsibility violation must be based upon a separate act or failure to act by the parent, legal guardian, or lawful custodian. Multiple curfew violations by the minor shall not automatically constitute multiple violations by that person.

11. NONDISCRIMINATORY ENFORCEMENT.

A. This section shall be enforced in a fair, impartial, and constitutional manner.

B. Enforcement shall not be based upon a person's:

- (1) Race or color;
- (2) Ethnicity or national origin;
- (3) Religion;
- (4) Sex;
- (5) Disability;

- (6) Housing or socioeconomic status;
- (7) Perceived group membership;
- (8) Manner of dress; or
- (9) Exercise of constitutionally protected rights.

C. A law enforcement officer may initiate a brief investigatory detention when specific and articulable facts create reasonable suspicion that a person is a minor who is violating this section. In determining whether reasonable suspicion exists, the officer may consider the person's apparent age, location, conduct, time of day, and any other objective circumstances. A detention shall not be based upon a protected characteristic or the exercise of a constitutional right.

12. PENALTY.

A. A violation of the juvenile curfew provisions of this section is a simple misdemeanor and shall be prosecuted as provided by Iowa Code section 232.8 and other applicable law.

B. A minor convicted of a violation of this section may be required to pay a fine not exceeding one hundred dollars, as fixed by the court, or may be required to perform community service as ordered by the court, consistent with Iowa Code section 903.1.

C. A violation of the juvenile curfew provisions shall be processed and sentenced in accordance with Iowa Code sections 232.8, 805.16, 903.1, and other applicable law.

D. When authorized by law and approved by the court or prosecuting authority, consideration should be given to noncustodial alternatives, including:

- (1) Diversion;
- (2) Community service;
- (3) Educational programming;
- (4) Counseling;
- (5) Restorative-justice programming; or
- (6) Another appropriate alternative disposition.

E. Each separate curfew period constitutes a separate potential violation.

F. A minor's continuing presence during one curfew period constitutes only one violation unless the minor leaves after receiving a warning or lawful direction and later knowingly returns to a public place during the same curfew period without an applicable exception.

13. RECORDS AND PERIODIC REVIEW.

A. The Police Department shall maintain records reasonably sufficient to evaluate enforcement of this section, including:

- (1) The age of the minor;
- (2) The date and time of the contact;
- (3) The general location of the contact;
- (4) The reason stated by the minor for being present;
- (5) Whether an exception was asserted and how it was evaluated;

(6) Whether a warning, citation, transportation, referral, parental notification, or other action occurred; and

(7) Demographic information to the extent lawfully and appropriately collected.

B. Personally identifying information concerning a minor shall not be publicly disclosed except as authorized or required by law.

Any report presented to the City Council shall contain aggregated or de-identified information and shall not identify an individual minor, parent, legal guardian, lawful custodian, or household.

C. The Police Chief or designee shall present an enforcement summary to the City Council:

(1) Approximately 12 months after the effective date of this ordinance; and

(2) At least once every two years thereafter while the ordinance remains in effect.

D. The enforcement summary should include:

(1) The number of curfew contacts;

(2) The number of warnings and citations;

(3) The ages of the minors involved;

(4) The general locations and times of contacts;

(5) The number and types of exceptions asserted;

(6) The dispositions of contacts; and

(7) Any identified enforcement, safety, or constitutional concerns.

E. The City Council shall periodically evaluate whether:

(1) The ordinance remains necessary;

(2) The curfew hours remain reasonable;

(3) The ordinance is being enforced fairly and consistently;

(4) The exceptions and procedures remain adequate; and

(5) Amendment or repeal is appropriate.

14. LAW ENFORCEMENT POLICY.

The Police Chief may adopt written policies, procedures, and training requirements consistent with this section concerning:

A. Officer contacts and lawful detention;

B. Determination of age;

C. Evaluation of exceptions;

D. Warnings and citations;

E. Parent or guardian notification;

F. Transportation and safe disposition;

G. Homeless, displaced, runaway, missing, or endangered minors;

H. Constitutionally protected activity;

I. Documentation and data collection; and

J. Fair and impartial enforcement.

A departmental policy may provide additional guidance but shall not eliminate or materially narrow an exception established by this section.

15. NO CREATION OR EXPANSION OF CIVIL LIABILITY.

This section does not create a private cause of action or create or expand any civil liability that would not otherwise exist under state or federal law.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of the conflict.

SECTION 3. SEVERABILITY.

If any section, provision, or part of this ordinance is adjudged invalid or unconstitutional, the adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE.

This ordinance shall be in full force and effect after its final passage, approval, and publication as provided by law.

First reading -	September 28, 2026
Second reading -	October 12, 2026
Third reading -	October 26, 2026

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded October 27, 2026.

First Reading on: September 28, 2026. It was moved by Weber, and seconded by Cantrell that the Ordinance as read be adopted, and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
Ricchio	x			
Weber	x			
Payne	x			
Cantrell	x			
Cannon	x			
Gearhart	x			

Second Reading on: October 12, 2026. It was moved by _____ and seconded by _____ that the Ordinance as read be adopted, and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

Ricchio
Weber
Payne
Cantrell
Cannon
Gearhart

Third and Final Reading on: October 26, 2026. It was moved by _____ and seconded by _____ that the Ordinance as read be adopted, and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

Ricchio
Weber
Payne
Cantrell
Cannon
Gearhart

ORDINANCE NO. 1231

AN ORDINANCE ADDING SECTION 22-203 TO CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF OELWEIN, IOWA, REGULATING FOOT-POWERED SCOOTERS AND ELECTRIC STAND-UP SCOOTERS

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

SECTION 1. NEW SECTION ADOPTED.

Chapter 22 of the Code of Ordinances of the City of Oelwein, Iowa, is amended by adding the following new section:

SEC. 22-203. FOOT-POWERED AND ELECTRIC STAND-UP SCOOTERS.

1. PURPOSE AND CONSTRUCTION.

The purpose of this section is to establish age-appropriate equipment, speed, location, and safety requirements for scooters and to protect pedestrians, scooter operators, motorists, and other users of public property. This section shall be interpreted consistently with applicable State and federal law. If a conflict exists, controlling State or federal law shall govern to the extent of the conflict.

2. DEFINITIONS.

For purposes of this section:

- A. "Adult" means a person 18 years of age or older.
- B. "Approved intersection" means an intersection containing a marked crosswalk, traffic-control signal, stop sign controlling the operator's approach, or another crossing location designated by the City.
- C. "Central Business District" means the area zoned C-1 Central Business District under the Oelwein Code of Ordinances.
- D. "Electric stand-up scooter" means a device intended primarily to transport a person in a standing position that has two or more wheels, a floorboard or deck, handlebars or another steering mechanism, and an electric motor producing less than 750 watts. The term does not include a bicycle, low-speed electric bicycle, motorized bicycle, motorcycle, wheelchair, mobility device used by a person with a disability, or another device separately regulated by State law.
- E. "Foot-powered scooter" means a device intended primarily to transport a standing person upon a floorboard or deck, equipped with two or more wheels, and propelled solely by human power.
- F. "Governed speed" means the highest speed at which the motor can propel an electric stand-up scooter on level pavement, as limited by a digital, electronic, mechanical, or physical device or setting that is installed, enabled, and not bypassed.
- G. "Multi-use path" means a paved or improved public trail or path intended for pedestrians, bicycles, and other authorized forms of personal transportation.
- H. "Operator" means a person riding, controlling, or otherwise operating a scooter.
- I. "Scooter" means a foot-powered scooter or electric stand-up scooter.

3. AGE, MOTOR-POWER, GOVERNED-SPEED, AND OPERATING-AREA REQUIREMENTS.

An electric stand-up scooter operated on public property shall comply with the following requirements based upon the operator's age. A more restrictive location-specific speed limit or prohibition in this section controls over this subsection.

AGE	MAXIMUM MOTOR POWER	MAXIMUM GOVERNED SPEED	PERMITTED AREAS
Under 8	Under 100 watts, or foot powered	5 mph	Permitted sidewalks only, outside the Central Business District; adult supervision required. No roadway.
8 to 11	Up to 150 watts	10 mph	Permitted sidewalks and multi-use paths, outside the Central Business District. No roadway.
12 to 15	Up to 250 watts	15 mph	Permitted sidewalks; paths and trails, with a 10 mph maximum; bicycle lanes; and local streets posted at 25 mph or less. All route and district prohibitions apply.
16 or older	Less than 750 watts	20 mph	Permitted sidewalks; paths and trails, with a 10 mph maximum; bicycle lanes; and permitted roadways. All route and district prohibitions apply.

- A. An operator under eight years of age may operate a foot-powered scooter or a qualifying electric stand-up scooter only while accompanied and directly supervised by an adult.
- B. No person shall operate, and no parent, guardian, or owner shall knowingly permit a minor to operate, an electric stand-up scooter that exceeds the motor-power or governed-speed limit applicable to the operator's age.
- C. The speed governor required by this section shall be installed and enabled while the scooter is operated. No person shall disable, bypass, alter, or defeat the governor for operation by a person subject to a lower speed tier.
- D. Actual operating speed shall never exceed the applicable governed-speed limit, a lower location-specific limit, or a speed that is reasonable and prudent under existing conditions.

4. PROOF AND ENFORCEMENT OF EQUIPMENT LIMITS.

- A. For enforcement, an officer may rely upon a manufacturer's label, model number, owner's manual, published manufacturer specifications, digital settings displayed by the device, statements or admissions, observed speed, or other reasonably reliable evidence of motor power or governed speed.
- B. An officer is not required to conduct a roadside dynamometer test, electrical test, or other field measurement of motor wattage to establish probable cause or prove a violation.
- C. Evidence that a scooter exceeded the governed-speed limit applicable to the operator's age is prima facie evidence that the scooter was not properly governed at the time of operation, subject to rebuttal by competent evidence.

5. HELMETS.

- A. An operator under 18 years of age shall wear a properly fitted and fastened protective helmet designed for bicycle or scooter use while operating a scooter on public property.
- B. A parent or guardian shall not knowingly permit a minor to violate this subsection.

6. NUMBER OF OCCUPANTS AND CONTROL.

- A. A scooter shall carry no more persons than the number for which it was designed and equipped by the manufacturer.
- B. No operator shall carry another person on the handlebars, deck, stem, or frame; carry a person in the operator's arms; tow another person or wheeled device; or attach the scooter or operator to a moving motor vehicle.
- C. Every operator shall maintain reasonable control, keep at least one hand on the steering mechanism, obey traffic-control devices and lawful directions, and exercise due care to avoid a collision.

7. PEDESTRIAN RIGHT-OF-WAY AND SIDEWALK OPERATION.

- A. Pedestrians have the right-of-way on sidewalks, crosswalks, multi-use paths, and other areas primarily intended for pedestrian travel.
- B. Except where prohibited, a scooter may be operated on a sidewalk at no more than 10 mph and at a lower speed whenever pedestrian traffic, congestion, visibility, surface conditions, entrances, driveways, alleys, or other circumstances require.
- C. An operator shall reduce speed when approaching or overtaking a pedestrian, provide reasonable clearance, give an audible warning when reasonably necessary, and stop when necessary to avoid a collision.
- D. The City may prohibit scooter operation on a narrow, congested, or otherwise unsuitable sidewalk by official sign. An electric stand-up scooter shall not be operated on a sidewalk posted as closed to powered scooters.

8. CENTRAL BUSINESS DISTRICT.

- A. No electric stand-up scooter, regardless of motor power, shall be operated upon any street, roadway, sidewalk, alley, public parking area, or other public right-of-way within the Central Business District.
- B. A foot-powered scooter may be operated on a sidewalk within the Central Business District at a careful and prudent speed, not exceeding 5 mph, and shall yield to every pedestrian.
- C. No foot-powered scooter shall be operated in the traveled portion of a street or roadway within the Central Business District.
- D. A person may possess, carry, walk, or manually push a scooter while dismounted in a place where pedestrian travel is otherwise lawful.

9. MULTI-USE PATHS.

- A. Subject to the age-based permitted-area restrictions in Subsection 3, scooters may be operated on City-owned or City-controlled paths and trails unless prohibited by official sign. No electric stand-up scooter shall exceed 10 miles per hour on any off-road walking path, bicycle path, multi-use path, recreational trail, or similar off-road facility, regardless of age or governed speed. Any lower age-based or posted speed limit controls.
- B. When passing within six feet of a pedestrian, an operator shall not exceed 5 mph and shall provide sufficient clearance to complete the pass safely.
- C. No operator shall weave between pedestrians, race, engage in unsafe stunt riding, operate abreast when interfering with others, or pass where clearance or visibility is insufficient.
- D. The City Administrator or designee may temporarily or permanently restrict scooter operation on a City path due to design, congestion, construction, maintenance, special

events, hazardous conditions, or public safety. A permanent restriction shall be designated by appropriate signage.

10. STREETS, ROADWAYS, AND PROHIBITED ROUTES.

- A. An operator under 12 years of age shall not operate a scooter in the traveled portion of any public street or roadway.
- B. Subject to all other provisions of this section and State law, an operator 12 years of age or older may operate a qualifying scooter in a bicycle lane or upon a local street posted at 25 mph or less, as close as practicable to the right-hand curb or edge of the roadway, except where operation is prohibited by Paragraph C.
- C. No electric stand-up scooter, regardless of motor power or the operator's age, shall be operated upon:
 - (1) A State highway;
 - (2) West Charles Street;
 - (3) East Charles Street;
 - (4) A street or roadway having a posted speed limit greater than 25 mph;
 - (5) A street or roadway within the Central Business District; or
 - (6) A fully controlled-access highway.
- D. A scooter may cross a roadway listed in Paragraph C only at an approved intersection. The operator shall cross by the shortest practical route, approximately perpendicular to the roadway at a 90-degree angle, obey all traffic-control devices, and yield as required by law.
- E. Nothing in this subsection independently authorizes operation where prohibited by State law. Nothing prohibits a dismounted person from walking or manually pushing a scooter where pedestrian travel is lawful.

11. LIGHTING AND EQUIPMENT.

- A. An electric stand-up scooter operated between sunset and sunrise or during insufficient visibility shall have, or the operator shall wear or carry, a white light visible from the front and a red light or red reflector visible from the rear.
- B. An electric stand-up scooter shall have a functioning braking system and shall not be operated with a braking, steering, wheel, tire, or other condition that makes it unsafe.

12. RECKLESS OR UNSAFE OPERATION.

No person shall operate a scooter carelessly or recklessly; faster than is reasonable and prudent; while weaving through pedestrians or moving traffic; while racing; while performing a stunt, jump, or wheelie that endangers another person; without due regard for weather, visibility, traffic, or surface conditions; or in a manner that prevents reasonable directional, speed, or stopping control.

13. PARKING, OBSTRUCTION, AND REMOVAL.

- A. A scooter shall not be parked or left in a manner that obstructs pedestrian movement, an accessible route, curb ramp, crosswalk, entrance, exit, driveway, fire hydrant, accessible parking space or access aisle, bicycle rack, transit stop, loading area, or City operation; creates a tripping hazard; or threatens public safety.
- B. A peace officer or authorized City employee may move or cause the movement of an unattended scooter that creates an obstruction or hazard, interferes with City operations, or reasonably appears abandoned. Any seizure or impoundment shall occur only as otherwise authorized by law.

14. PERSONS WITH DISABILITIES.

This section shall not be interpreted or enforced to restrict or interfere with the lawful use of a wheelchair, mobility device, or other power-driven mobility device by a person with a disability.

15. COMMERCIAL OR SHARED SCOOTER OPERATIONS.

No person or entity shall place, stage, distribute, or make available one or more scooters for short-term rental or shared public use on City property or within the public right-of-way without prior City Council authorization. The Council may impose reasonable conditions concerning insurance, indemnification, fleet size, parking, removal, operating areas, speed limitations, and public safety. This subsection does not apply to privately owned scooters or their casual lending.

16. PARENTAL AND OWNER RESPONSIBILITY.

A parent, guardian, or owner having custody or control of a scooter shall not knowingly authorize or permit a minor to operate the scooter in violation of the age, motor-power, governed-speed, helmet, supervision, or operating-area requirements of this section.

17. ENFORCEMENT AND PENALTY.

- A. A peace officer may issue a verbal or written warning when appropriate after considering the operator's age, the nature and severity of the violation, danger created, injury or damage, and prior warnings or violations.
- B. A violation is a municipal infraction punishable as provided by Section 1-10 of the Oelwein Code of Ordinances and applicable Iowa law. Each separate occurrence constitutes a separate violation.
- C. Nothing limits immediate enforcement reasonably necessary to protect public safety or prosecution under State law when the conduct also violates State law.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict.

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its final passage, approval, and publication as provided by law.

First reading -	September 28, 2026
Second reading -	October 12, 2026
Third reading -	October 26, 2026

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded October 27, 2026.

First Reading on: September 28, 2026. It was moved by _____ and seconded by _____ that the Ordinance as read be adopted, and upon roll call there were:

AYES NAYS ABSENT

ABSTAIN

Ricchio

Weber

Payne

Cantrell

Cannon

Gearhart

Second Reading on: October 12, 2026. It was moved by _____ and seconded by _____ that the Ordinance as read be adopted, and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

Ricchio

Weber

Payne

Cantrell

Cannon

Gearhart

Third and Final Reading on: October 26, 2026. It was moved by _____ and seconded by _____ that the Ordinance as read be adopted, and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

Ricchio

Weber

Payne

Cantrell

Cannon

Gearhart

RESOLUTION NO. _____-2026

RESOLUTION AMENDING THE CITY FEE SCHEDULE TO INCLUDE A FUEL SURCHARGE FOR THE SINGLE
HAULER SERVICE PROVIDE BY KLUESNER SANITATION

WHEREAS, the city has a single hauler program that is currently operated by Kluesner Sanitation;
and

WHEREAS, the city is in year four of a five-year contract; and

WHEREAS, the original contract contained no language on a fuel surcharge; and

WHEREAS, Kluesner Sanitation has requested a fuel surcharge to start with diesel exceeding \$5.00
per gallon; and

WHEREAS, the city will use the U.S. Energy Information Administration (EIA) Midwest Retail On-
Highway Diesel Fuel Price to gauge fuel prices; and

WHEREAS, the city will adjust the single hauler price each month based on the fuel number and
the table that is attached;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa amends the city fee
schedule to include a fuel surcharge for the single hauler service provide by Kluesner
Sanitation

Passed and approved by the City Council of the City of Oelwein, Iowa this 12th day of October,
2026.

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

Payne

Cantrell

Cannon

Gearhart

Attest:

Dylan Mulfinger, City Administrator

Recorded October 13, 2026

If the diesel index is at least:	But less than:				
	4.00	None	Not charged - surcharge does not kick in until diesel is at \$5.00		
4.01	4.15	1%	Not charged - surcharge does not kick in until diesel is at \$5.00		
4.16	4.30	2%	Not charged - surcharge does not kick in until diesel is at \$5.00		
4.31	4.45	3%	Not charged - surcharge does not kick in until diesel is at \$5.00		
4.46	4.60	4%	Not charged - surcharge does not kick in until diesel is at \$5.00		
4.61	4.75	5%	Not charged - surcharge does not kick in until diesel is at \$5.00		
4.76	4.90	6%	Not charged - surcharge does not kick in until diesel is at \$5.00		
4.91	5.05	7%			
5.06	5.20	8%			
5.21	5.35	9%			
5.36	5.50	10%			
5.51	5.65	11%			
5.66	5.80	12%			
5.81	5.95	13%			
5.96	6.10	14%			
6.11	6.25	15%			
6.26	6.40	16%			
6.41	6.55	17%			
6.56	6.70	18%			
6.71	6.85	19%			
6.86	7.00	20%			

7.01	7.15	21%
7.16	7.30	22%
7.31	7.45	23%



MEMORANDUM

To: Mayor and Members of the Oelwein City Council
From: Kluesner Sanitation, LLC
Date: September 22, 2026
Re: Request for Temporary Fuel Surcharge

Kluesner Sanitation, LLC respectfully requests that the City of Oelwein approve a temporary fuel surcharge for residential solid waste/recycling collection due to significant and unexpected increases in diesel fuel costs.

Fuel represents a significant variable cost in providing collection services. The rates currently charged to the City were established almost four years ago during a period of substantially lower and less volatile diesel prices and did not contemplate the sustained fuel costs we are currently experiencing. Kluesner Sanitation has absorbed these increases to date, however, current conditions have reached a point where we believe a temporary adjustment is necessary.

We are requesting we use the attached Fuel Surcharge Schedule, which is an industry standard and is designed to directly tie the surcharge to the prevailing price of diesel fuel according to the U.S. Energy Information Administration (EIA) Midwest Retail On-Highway Diesel Fuel Price, providing an independent and publicly available benchmark for determining the surcharge. We propose using the most recently published EIA Midwest diesel price as of the date of each invoice. The EIA index is published weekly.

Under the proposed schedule, no fuel surcharge would apply while the EIA Midwest diesel price remains below \$5.00 per gallon. Once the index reaches the applicable threshold, a per-household surcharge would be assessed according to the attached sliding scale. As the EIA Midwest diesel price increases or decreases, the surcharge would adjust accordingly.

Using the EIA Midwest diesel index ensures that the calculation is based on a published third-party measure of regional diesel costs rather than Kluesner Sanitation's individual fuel purchases or an internally determined fuel price. This provides both the City and Kluesner Sanitation with a consistent, transparent, and readily verifiable method for administering the surcharge.

Kluesner Sanitation, LLC
1005 1st Ave NW
PO Box 335
Farley, IA 52046

kluesnersanitation.com
office@kluesnersanitation.com
Phone: 866-525-4506
Fax: 563-744-3146



The proposed surcharge is not intended to permanently increase the City's base collection rate. It is intended to provide relief from extraordinary fuel costs only during periods in which diesel prices are substantially elevated. The mechanism works in both directions: as the EIA Midwest diesel price declines, the surcharge would decline according to the same schedule and would be eliminated entirely when the index falls below the established threshold of \$5.00.

Kluesner Sanitation values its relationship with the City of Oelwein and remains committed to providing reliable and efficient collection services to its residents. We believe the proposed schedule provides an equitable way to address extraordinary fuel costs while giving the City a transparent and predictable method for determining any applicable surcharge.

We respectfully request that the City Council approve the attached Fuel Surcharge Schedule for application to residential collection services provided under our agreement with the City.

Please contact me at jobrien@kluesnerconstruction.com or 563-513-8523 with questions.

Thank you,
Jack O'Brien
Kluesner Sanitation

Kluesner Sanitation, LLC
1005 1st Ave NW
PO Box 335
Farley, IA 52046

kluesnersanitation.com
office@kluesnersanitation.com
Phone: 866-525-4506
Fax: 563-744-3146

RESOLUTION NO. _____-2026

RESOLUTION APPROVING THE CITY CLERK TRANSITION PLAN

WHEREAS, the city will have a retirement in the clerk position after 20 years of service from Barb Rigdon; and

WHEREAS, to ensure an efficient clerk transition, a plan has been created; and

WHEREAS, the city will open the clerk position internally and work through an assessment process to ensure candidates are fit for the position; and

WHEREAS, once the assessment is completed, the City Administrator will provide a recommendation to the city council for an appointment; and

WHEREAS, the interim clerk will be paid \$75,000 from January 1, 2027, to May 7, 2027; and

WHEREAS, the interim clerk will become Clerk on May 10, 2027, and will be paid \$85,000; and

WHEREAS, the City Administrator will hire a replacement in the administration department for the opening caused by the interim clerk and bring in the replacement by March 1, 2027; and

WHEREAS, if an internal candidate is not selected for the clerk position, the City Administrator will advertise for the position and work to bring in an interim clerk to ensure an efficient transition; and

WHEREAS, the clerk is appointed by the city council as stated in the city code;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the City Clerk Transition Plan.

Passed and approved by the City Council of the City of Oelwein, Iowa this 12th day of October, 2026.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded October 13, 2026

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
Payne
Cantrell
Cannon
Gearhart



City Clerk/Treasurer

Supervisor: City Administrator

Location: City Hall

FLSA Status: Non-Exempt

Updated October 2026

Position Summary

The City Clerk/Treasurer for the City of Oelwein serves as a key administrative and financial officer responsible for overseeing official municipal records and managing municipal finances. In accordance with the Code of Iowa and local ordinances, this dual-role position functions under general administrative direction to ensure transparency, statutory compliance, and fiscal stability. Core responsibilities as City Clerk include preparing agendas, attending and recording proceedings for City Council meetings, and indexing official ordinances, resolutions, and council minutes. As Treasurer, the officer directs general accounting, daily cash flow operations, banking relations, and the investment of public funds. Financial duties also involve processing accounts payable, utility billings, and employee payroll operations. The position plays a critical role in assisting the City Administrator and Council with preparing the annual city budget, setting tax levies, and completing required state and federal financial filings. Furthermore, the City Clerk/Treasurer coordinates annual financial audits, oversees municipal debt servicing, and tracks city assets and grant revenues. Serving as a direct point of contact for residents, the officer handles citizen inquiries, publishes legal notices, and facilitates public communication on behalf of local government. Ultimately, this position maintains crucial administrative infrastructure to ensure the effective, compliant, and accountable operation of Oelwein's city government.

Essential Duties and Responsibilities

- Performs certification, attesting, and recording for the City as required on legal documents and other records requiring such certification; seals and attests by signature to ordinances, resolutions, contracts, easements, deeds, bonds or other documents requiring City certification; oversees the cataloging and filing all city records.
- Attends regular and special City Council meetings and/or public hearings; oversees or performs an accurate recording of the proceedings, prepares the minutes of said meetings using proper legislative terminology and format, recording, indexing and filing same for the public record; distributes information as requested.
- Administer oaths of office to any City officer required to give an oath.
- Files, records, and publishes ordinances and resolutions of the Council and oversees the codification of ordinances into the municipal code.
- Updates City Code books and other ordinances.
- Prepares, advertises, distributes, and/or publishes meeting agendas, bid and other legal notices, public hearing, and special meeting notices.
- Publishes and posts notices of varying nature as required and approved by the City Administrator.
- Administers the issuance of and verifies and/or forwards to the proper agency, the initial, renewal, or cancellation of various municipal licenses, including, but not limited to, bicycle, beer/liquor, cigarette, peddlers' licenses as assigned, etc., in accordance with applicable City ordinances and other regulations.
- Records expirations of boards and commission members.
- Provides public records and information to citizens, civic groups, the media and other agencies as requested and as required per State and City Codes.



- Responsible for establishing, implementing, and maintaining City-wide, electronic, document imaging records system for the City.
- Composes, types, and edits a variety of correspondence, reports, memoranda, and other material requiring judgment as to content, accuracy, and completeness.
- Coordinates dissemination and posting of information on City web site and social media accounts.
- Communicates official plans, policies and procedures to staff and the general public.
- Supervises the preparation and verification of weekly, monthly, and annual payroll processes and reports.
- Leads in the operation and maintenance of the City's central financial and management computer system.
- Oversees and coordinates the City's annual, independent, financial audit(s).
- Oversees billing of accounts receivable and utility accounts.
- Supervises and responsible for all City accounting, bookkeeping, record keeping, filing, and posts entries into appropriate ledgers and books of entry.
- Oversees processing all checks, bills, bonds and coupons, payroll checks, and utility bills as needed.
- Develops and presents a claims register, (displaying the proper fund debiting of each claim), at every Council meeting, when appropriate.
- Oversees the reconciling of bank statements monthly
- Establishes and supervises the maintenance of required files and records as needed or directed.
- Responsible for recording all bond and interest payments.
- Keeps a schedule of and record all Council meetings and public hearing agendas and proceedings of such meetings.
- Files timely reports as required by the state and federal government, i.e., taxes, financial reports, street finance, tax increment, budget reports, annual reports, etc.
- Oversees all tax increment financing development agreements and reporting to the state.
- Prepares purchase orders and secure necessary management approvals to initiate purchases.
- Handles all City investments in conjunction with the City Administrator and maintains an investment register.
- Supervises the administration office.
- Leads all essential HR functions including on boarding new employees, COBRA, FMLA, employee benefits, and updating the city's personnel manual
- Responsible for the distribution and filing of all incoming correspondence as directed by the City Administrator.
- Responsible for recording at the Fayette County Recorder's Office all land transactions engaged in by the City, any ordinance required to be recorded by Council action, street names and name changes, and any other required documents.
- Leads in preparation of administration budget annually, and in filing of Annual Budget and Budget Amendments, to be filed with the County Auditor and the Iowa Department of Management.
- Leads in the development of Administration budget, budgets for employee benefits (FICA, medicare, IPERS, MFPRSI, unemployment, workers compensation and health and life insurance) and budgets for liability insurance for all city property.
- Is responsible for cemetery records, which includes selling lots. Records names of lot owners and burials.
- Maintains map and description of voting wards for city election procedures.
- Maintains inventory and orders office supplies. Makes recommendation to the Administrator and City Council for purchase of machines and equipment for City Hall.
- Leads in accounting of all City finances and investment of fund balances, including monthly investment



of customer water deposits. Develop reports as requested by the Mayor, Council or City Administrator in the use public funds.

- Signs all checks authorized by the city council.
- Performs duties of the City Administrator's in the City Administrator's absence and other duties as assigned by the administrator.

Organizational Responsibilities

- Applies high ethical standards, such as honesty, responsibility, and trustworthiness, at all times.
- Answers inquiries promptly by phone, email, in writing, and in person.
- Demonstrates a high level of initiative, effort, attention to detail, and commitment by completing assignments in a timely and effective manner.
- Provides friendly, prompt customer service at all times, to both internal and external customers.
- Facilitates cooperation, trust, and teamwork with coworkers, supervisors, and other employees throughout the organization.
- Follows organizational policies and procedures with minimal supervision, and complies with all applicable local, state, and federal regulations as they relate to each job.
- Completes all required safety trainings/classes in a timely manner.

Requirements

Knowledge, Skills, and Abilities

- Working knowledge of the principles and practices of modern public administration. Extensive knowledge of office practices and procedures. Thorough knowledge of modern records management techniques, including legal requirements for recording, retention and disclosure.
- Must be able to speak and write fluently in the English language.
- Ability to accurately record and maintain records. Ability to establish and maintain effective working relationships with employees, other departments, officials and the public. Ability to communicate effectively verbally and in writing.
- Ability to work independently and to complete daily, weekly, bi-monthly, monthly, semi-annual, and annual tasks according to work schedules and other time constraints.
- Working knowledge of modern governmental accounting theory, principles, and practices; considerable knowledge of internal control procedures and management information systems; working knowledge of office automation and computerized financial applications; some knowledge of public finance and fiscal planning; working knowledge of payroll and accounts payable functions; considerable knowledge of budgetary, accounting, and reporting systems, GAAFR, GAAP, and GASB.
- Ability to prepare and analyze complex financial reports; ability to maintain efficient and effective financial systems and procedures; ability to accurately account for City funds.

Experience and Education

- Graduation from a college or University with a bachelor's degree in business management, public administration or a closely related field; or,
- Five (5) years of directly related experience; or,
- CMCC certification; or,
- Any equivalent combination of related education and progressively responsible experience, with additional work experience substituting for the required education on a year for year basis.



Physical, Mental, and Visual Effort

- Frequently required to turn, stoop, kneel, crouch, crawl, reach, twist, walk and sit; occasionally required to stand, walk or climb.
- Occasionally required to lift, carry, push, pull, or otherwise move objects up to ten (10) pounds.
- Regularly uses hands and fingers to operate basic office equipment, including computer, telephone, copier, and fax machine.
- Regularly communicates with others through speaking and listening.
- Requires close vision and the ability to adjust focus; also requires some distant vision.

Working Conditions

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet and typical of most office-type settings.

Disclaimer

The above information is intended to describe the general nature and level of work to be performed by employees in this position. It is not intended to be an exhaustive list of all duties, responsibilities, requirements, and working conditions. The company reserves the right to change or assign other duties to this position as needed and as deemed appropriate. Employees holding this position will be required to perform any other job-related duties requested by management. Reasonable accommodations may be made as needed for employees to perform the essential duties and responsibilities and meet the requirements of the position. Except for employees covered by Civil Service and/or a collective bargaining agreement, City of Oelwein employees are considered at-will employees. An employee may terminate his/her employment at any time and the City may also terminate the employee's employment at any time. Unless otherwise provided by contract or law, all employment with the City of Oelwein is to be considered "at-will".

RESOLUTION NO. _____-2026

RESOLUTION WAIVING RENTAL FEES FOR OLZ HANGAR RENTALS FOR ONE MONTH DUE TO
CONSTRUCTION

WHEREAS, Oelwein T-Hangar Taxilanes (FAA AIP 3-19-0067-016/017) has been delayed by one month due to rain; and

WHEREAS, during this project the patrons renting the hangars were unable to access their hangar or plane; and

WHEREAS, the city had no plan to waive rents, but with the unexpected rain this season the project is well beyond its timeframe; and

WHEREAS, this hangar waiver only applies to hangars which were directly impacted by the project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa waives rental fees for OLZ hangar rentals for one month due to construction.

Passed and approved by the City Council of the City of Oelwein, Iowa this 12th day of October, 2026.

Brett DeVore, Mayor

Attest:

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

Payne

Cantrell

Cannon

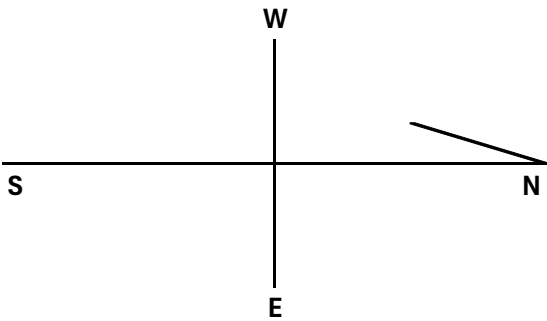
Gearhart

Dylan Mulfinger, City Administrator

Recorded October 13, 2026

Oct. 2025

Community Hangar		
A	B	C
Kyle Rich	Kyle Rich	Kyle Rich
4		



E	F	G	H
Kyle Rich	Kyle Rich	John Bagge	Brian Finnegan
D	C	B	Airport Storage
Tim Recker	Mike Matthias	Randy Ahouse	
2			

E		F		G	
Brian Finnegan		Theresa Breitbach		Kyle Rich	
Airport	C		B		A
Storage	Sky Valley Aviation		Ken Woodraska		Greg Bryan
3					

D	E	F	Airport Storage
Jesse Hahn	Bill Walenceus	open	
Courtesy Car	C	B	A
	Walter Aviation	Katherine McCarville	John Bagge
1			



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Restaurants

Hotels

Things to do

Museums

Transit

Pharmacies

ATMs



Sign in

Item 8.



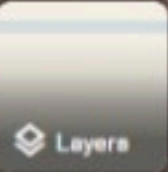
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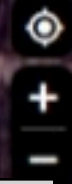
Recents



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Google Maps



44

RESOLUTION NO. _____-2026

RESOLUTION APPROVING THE 2026 MOWING REDUCTION ACT FOR THE WOODLAWN CEMETERY

WHEREAS, the city is being pushed by the state legislator to do less with less; and

WHEREAS, funding for the cemetery has decreased as the state legislature continues to decrease property taxes with no plan to help local governments; and

WHEREAS, at one time, the cemetery employed seven seasonal employees to ensure maintenance was completed in a timely fashion; and

WHEREAS, the current crew of three seasonal employees needs less work to ensure the level of service can be met that is expected by the public and the city council; and

WHEREAS, while less mowing will not solve the current issues expressed by the city council, it is one step to closer to the solution for this issue; and

WHEREAS, once the city has enough revenue to properly fund their expenditures, this no mow section will be revisited;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the 2026 Mowing Reduction Act for the Woodlawn Cemetery.

Passed and approved by the City Council of the City of Oelwein, Iowa this 12th day of October, 2026.

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
Payne
Cantrell
Cannon
Gearhart

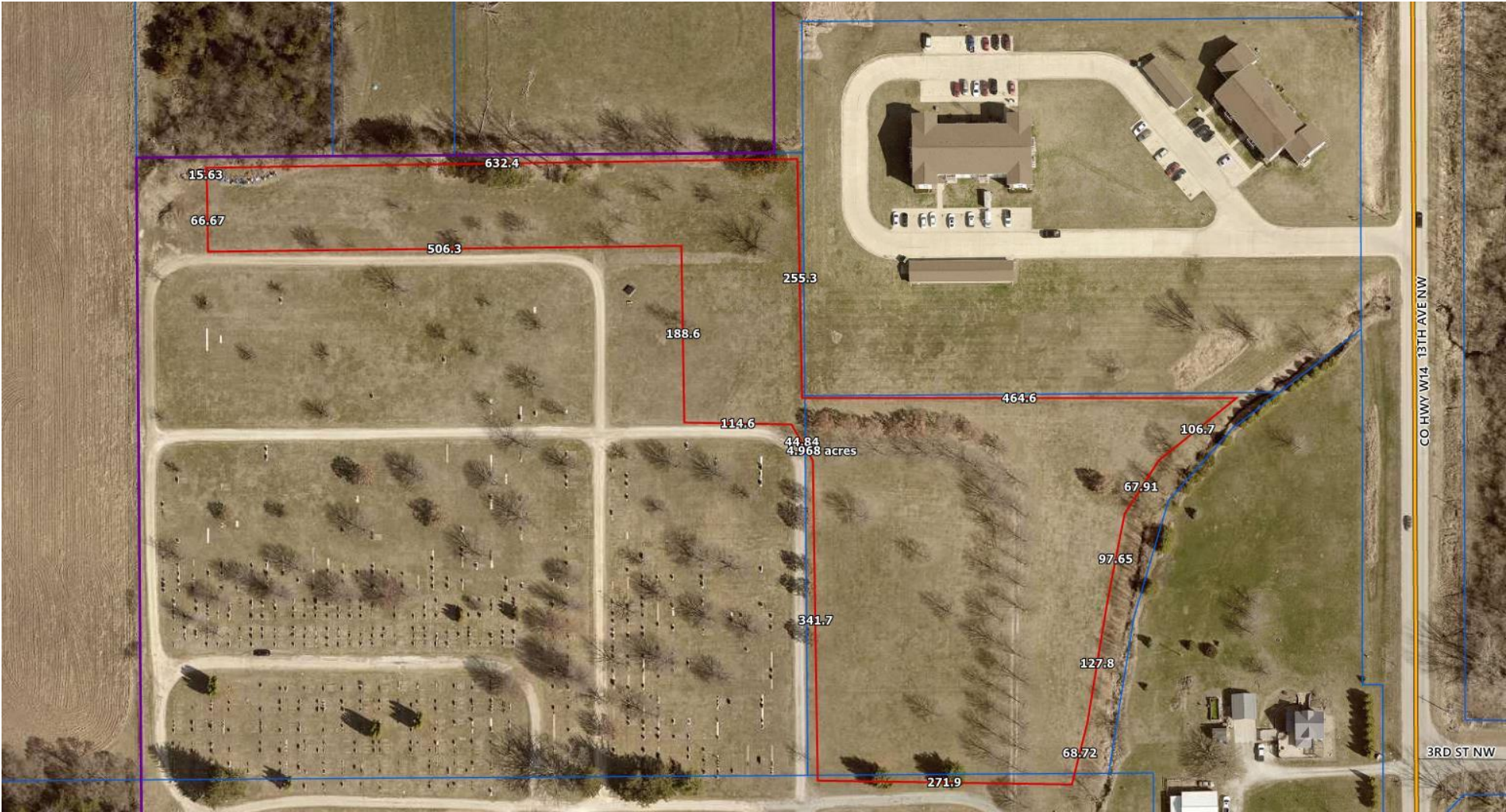
Attest:

Dylan Mulfinger, City Administrator

Recorded October 13, 2026



Proposed mowing reduction



RESOLUTION NO. _____-2026

RESOLUTION TERMINATING A CONTRACT WITH CORPORATE TECHNOLOGIES FOR INFORMATION
TECHNOLOGY MANAGED SERVICES

WHEREAS, the city began managed service with RSPN who then was purchased by Corporate Technologies in October of 2024; and

WHEREAS, the contract was for five years, with an option to cancel after three years; and

WHEREAS, the city is no longer satisfied with the services from Corporate Technologies and plans to cancel in February of 2027; and

WHEREAS, the city has experienced significant delays in responses to submitted help tickets, a carousel of new customer representatives, projects that experience delays because of little communication from Corporate Technologies, and issues getting anyone to know anything about VOIP phones.

WHEREAS, the city administrator will begin the process of hiring a new firm to start in February of 2027; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves terminating a contract with Corporate Technologies for information technology managed services.

Passed and approved by the City Council of the City of Oelwein, Iowa this 12th day of October, 2026.

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
Payne
Cantrell
Cannon
Gearhart

Attest:

Dylan Mulfinger, City Administrator

Recorded October 13, 2026



STATEMENT OF WORK #1624 – Fully Managed IT Services

This Statement of Work ("SOW") is governed under the Master Service Agreement (the "Agreement") between **RSPN**, LLC an Iowa limited liability company with offices located at 200 State Street, Ste. 202-T, Cedar Falls, Iowa 50613 ("us", "our", "we" or "**RSPN**"), and you, the entity who electronically signs this document in the signature block, below ("**you**", "**your**" or "**Client**").

SCOPE OF SERVICES

The services described below (collectively, "Services") will be provided to you under this SOW. Services that are not specifically described in this SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing.

Transition Services. Transition services are intended to prepare and transition the System for our ongoing services (described below). Transition services are comprised of:

- Collect and record needed documentation
- Start Run Book in IT Glue - complete network documentation
- Install RMM and Patching Tools on each covered device
- Move Microsoft account to RSPN
- Upgrade current Microsoft 365 subscriptions to Business Premium (Microsoft subscriptions billed separately from this Fully Managed plan)
- Order Business Premium subscriptions for user on G-Suite
- Migrate G-Suite data to Microsoft accounts
- Configure (2) Unitrends BDR appliances, cloud replication, and complete initial backup
- Procure licensed Meraki firewalls (4)
- Install firewalls and review security policies with client
- Configure and install Managed SOC service
- Set-up account and schedule monthly security awareness training and quarterly phish testing
- Kick-off meeting for staff
- Planning next steps (upgrading out-of-support operating systems)

If deficiencies are discovered during the transition services, such as outdated equipment or unlicensed software, we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of the Services and provide you with options to correct the deficiencies.

Ongoing / Recurring Services. The following services will begin immediately after the transition services are completed, and will continue during the term of this SOW.

Managed Services – Fully Managed Plan

- 24/7/365 server, workstation, firewall and other network monitoring
- Implementing critical updates and patches on all servers, workstations and other devices

- 8am to 5pm access to remote technical support (RSPN Help Desk access)
- Emergency after-hours numbers provided to client
- 7x24x365 access to RSPN ticketing system via support email
- Emergency and scheduled on-site support as needed
- Managed Firewall Service including four (4) fully licensed Meraki firewall appliances
- Managed Unitrends backup and disaster recovery appliance and cloud replication for both
City Hall and Police Station servers
- Managed backup of M365 cloud services (Outlook, OneDrive and SharePoint)
- Managed SOC (Security Operations Center)
- Monthly security awareness training
- Quarterly phish testing
- Monthly Hardware Lifecycle reports
- Monthly security training and phish testing reports
- IT and Business Consulting plus Solution Engineering of small projects
- 10% discount on labor for project work outside the scope of this agreement
- IT Asset Management, Planning and Budgeting

Locations Covered by Services

The Services will be provided at 20 2nd Ave., SW, Oelwein, IA 50662 and other city owned facilities. Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned the issue (below), and subject to technician availability.

Managed Equipment / Hardware / Software

The Services will be applied to the following equipment / hardware ("Covered Hardware"):

- (4) Managed Cisco Meraki firewall appliances
- (2) Managed Unitrends 2 TB back-up appliances

Support, licenses and updates for noted systems are provided by RSPN as part of this agreement.



Term; Termination

The Services will commence, and billing will begin, on the date on which the Services are implemented and operational, which will be 2/1/2024 ("Commencement Date").

The Services will continue for a term of five (5) years from the Commencement Date.

Client will have the option after 3rd year of this agreement to cancel services with a 60-day written notice.

After the expiration of the initial term, this SOW will automatically renew for contiguous three (3) year terms unless either party notifies the other of its intention to not renew this SOW no less than sixty (60) days before the end of the then-current term.

Exclusions

Services that are not expressly described in this SOW will be out of scope and will not be provided to Client unless otherwise agreed, in writing, by RSPN. Without limiting the foregoing, the following services are expressly excluded under this SOW, and if required to be performed, must be agreed upon by RSPN in writing:

- Customization of third-party applications, or programming of any kind.
- Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- Data/voice wiring or cabling services of any kind.
- Battery backup replacement.
- Equipment relocation.
- The cost to bring the System up to the Minimum Requirements (unless otherwise noted in "Scope of Services" above).
- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.

Authorized Contact(s)

In addition to the signatories to this SOW, the following person(s) shall be an Authorized Contact for Client:

- Name: Dylan Mulfinger
Contact Information: dmulfinger@cityofelwein.org
- Name: Jeremy Logan
Contact Information: jlogan@oelweinpolice.org



Service Levels

Automated monitoring is provided on an ongoing (*i.e.*, 24x7x365) basis; repair and remediation services (if applicable) will be provided only during business hours unless otherwise specifically stated in this SOW. We will respond to problems, errors or interruptions in the provision of the Services in the timeframe(s) described below. Severity levels will be determined by RSPN in our reasonable discretion. All remediation services will initially be attempted remotely; RSPN will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

Trouble / Severity	Managed Service Plan*
Critical problem: Service not available (all users and functions unavailable)	Response within two (2) hours after notification.
Significant degradation of service (large number of users or business critical functions affected)	Response within four (4) hours after notification.
Limited degradation of service (limited number of users or functions affected, business process can continue).	Response within eight (8) business hours after notification.
Small service degradation (business process can continue, one user affected).	Response within two (2) business days after notification.

* All time frames are calculated as of the time that RSPN is notified of the applicable issue / problem by Client through RSPN's designated support portal, support email (support@rspn.com), help desk, or by telephone at 800-830-0112. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts.

Fees

The fees for the Services will be invoiced to Client as follows:

Transition Services: \$5,975 one-time (includes migration of G-Suite data to Microsoft 365)

Monthly recurring charge for the Services: \$4,475

Technical Labor that falls outside the terms defined in this SOW will be offered at:
10% discount from current standard hourly service rates



We reserve the right to increase our monthly recurring fees; provided, however, we will not do so more than once per calendar year. If an increase is more than five percent (5%) of the fees charged for the Services in the prior calendar year, then you will be provided with a sixty (60) day opportunity to terminate this SOW by providing us with written notice of termination. Your continued acceptance or use of the services after this sixty (60) day period will indicate your acceptance of the increased fees.

RSPN will negotiate with the client if any increases in fees are proposed. Fee increases are typically driven by increases in equipment or users supported. We do not arbitrarily increase rates for no reason. We value our relationship with our clients and work with them to keep our fees fair and competitive.

Return of Firewall and BDR Equipment

Within ten (10) days after the effective date of termination or expiration of this SOW, Client will remove, package and ship, at Client's expense and in a commercially reasonable manner, all hardware, equipment, and accessories provided to Client by RSPN that were used in the provision of the Services. If you fail to timely return all equipment to us, or if the equipment is returned to us damaged (normal wear and tear excepted), then we will have the right to charge you, and you hereby agree to pay, the replacement value of all such unreturned or damaged equipment.

Additional Terms

Additional terms, if any, are attached as Schedule A to this SOW.

By signing below, you hereby agree to the terms and conditions described in this document.

RSPN, LLC	Client: City of Oelwein, Iowa
Date: 1/3/2024	Date: 1/8/2024
Signature: 	Signature:  Brett DeVore (Jan 11, 2024 13:52 CST)
Print Name / Position: Dave W. Hansen - Director of Sales	Print Name / Position: Brett DeVore - Mayor

SCHEDULE A

Additional Provisions

Remediation

Unless otherwise provided in this SOW, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of any particular device, or a service plan for the repair of any particular managed hardware or software. All remediation services to be billed at 10% off current standard service rates.

Monitoring Services; Alert Services

Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. These functionalities are guided by Client-designated policies, which may be modified by Client as necessary or desired from time to time. Initially, the policies will be set to a baseline standard as determined by RSPN; however, Client is advised to establish and/or modify the policies that correspond to Client's specific monitoring and notification needs.

Modification of System

The Services rely upon physical and virtual configurations of the System as known to, and (if applicable) determined by, RSPN. Changes made to the System without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services. Client agrees to refrain from moving, modifying, or otherwise altering any portion of the System without our prior knowledge and consent. For the purposes of illustration, Client shall not add or remove hardware from the System, install applications on the System, or modify the configuration or log files of the System without RSPN's prior knowledge and, on each occasion, written consent.

Anti-Virus; Anti-Malware

Our anti-virus / anti-malware solution will generally protect the Client's system from becoming infected with new viruses and malware ("Viruses"); however, Viruses that exist on the Client's system at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred.

You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain Viruses or malware, such as ransomware or rootkits, that were previously unknown to the manufacturers of the software solution, and/or which are purposely or intentionally downloaded or installed onto your System. You are strongly advised to refrain from downloading files that are sent by unknown users, and/or users or files whose origination cannot be verified. RSPN does not warrant or guarantee that all Viruses and malware will be capable of being avoided or removed, or that all forms of Viruses and malware will be timely detected or removed, or that any data corrupted or encrypted by Viruses or malware will be recoverable.



In order to improve security awareness, you agree that RSPN or its designated third-party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

M365 / Email

Client is solely responsible for the security, confidentiality and integrity of all email, and the content of all email, received, transmitted or stored through the Microsoft 365 email service ("M365 Email").

Client shall not upload, post, transmit or distribute (or permit any of its authorized users of the M365 Email to upload, post, transmit or distribute) any prohibited content, which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by RSPN or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs.

In addition, Client shall not use the M365 Email for the purpose of sending unsolicited commercial electronic messages ("SPAM") in violation of any federal or state law.

RSPN reserves the right, but not the obligation, to suspend Client's access to the M365 Email and/or all transactions occurring under Client's M365 Email account if RSPN believes, in its discretion, that Client's email account is being used in an improper or illegal manner.

Patch Management

RSPN shall keep all managed equipment and software current with critical patches and updates ("Patches") as such Patches are released generally by the manufacturers of the applicable hardware or software. Patches and updates are developed by third party vendors and, on rare occasions, may make the System, or portions of the System, unstable, or cause the managed equipment or software to fail to operate properly even when the Patches are installed correctly. RSPN shall not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. RSPN reserves the right, but not the obligation, to refrain from installing a Patch if RSPN is aware of technical problems caused by a Patch, or believes that a Patch may render the System, or any portion of the System, unstable.

Procurement

Equipment and software procured by RSPN on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, RSPN does not make any warranties or representations regarding the quality, integrity or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to



third party return policies and/or re-stocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested.

RSPN is not a warranty service or repair center. RSPN may facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which RSPN shall be held harmless.

Strategic Technology Planning

Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs. By suggesting a particular service or solution, RSPN is not endorsing any particular manufacturer or service provider. RSPN is not a warranty service or repair center and does not warrant or guaranty the performance of any third-party service or solution.

Virtual CTO or CIO Services

The advice and suggestions provided by the VCIO will be for Client's informational and/or educational purposes only. The VCIO will not hold an actual director or officer position with Client, and the VCIO will neither hold nor maintain any fiduciary relationship or position with Client. Under no circumstances shall Client list or place the VCIO on Client's corporate records or accounts. At all times the VCIO will be an independent contractor of Client.

Diagnostic / Auditing Services

Any diagnostic or auditing services performed by RSPN may require RSPN to install a small amount of code ("Diagnostic Code") on one or more of the devices attached to the System. The Diagnostic Code is deleted in its entirety after the testing process concludes. Although our diagnostic tools may have access to—and report on the existence of—personal information and/or personal data on the diagnosed System, RSPN does not review or copy such information at any time during the testing process. No files will be erased, modified, opened, reviewed or copied at any time during the testing process. The Diagnostic Code will not install or create any disabling device, or any backdoor or hidden entryway into the System. The results of the diagnostic testing will be kept confidential by RSPN.

You grant RSPN permission to access the System for the purpose of conducting the diagnostic testing, and agree to hold RSPN harmless from and against any and all incidents or damages that may occur during or as a result of the testing process, regardless of the cause of such damages including but not limited to data loss due to events beyond RSPN's reasonable control, network or communication outages, and deficiencies or errors in any of hardware or equipment that may interrupt or terminate the diagnostic testing process.

The testing process is for diagnostic purposes only. The process is not intended, and will not be used, to correct any problem or error in the System. RSPN does not warrant or represent that the testing process



will result in any particular outcome, or that any particular issue, hardware or software configuration will be correctly detected or identified.

Sample Policies, Procedures.

From time to time, RSPN may provide Client with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for Client's informational use only, and do not constitute or comprise legal or professional advice. The Sample Policies are not intended to be a substitute for the advice of competent counsel. Client should seek the advice of competent legal counsel prior to using the Sample Policies, in part or in whole, in any transaction. RSPN does not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for Client's specific needs, or that Client will reduce or avoid liability by utilizing the Sample Policies in its business operations.

HaaS

Client shall use all RSPN-hosted equipment and hardware (collectively, "Infrastructure") for Client's internal business purposes only. Client shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without RSPN's prior written consent. Client agrees to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with RSPN's other hosted equipment or hardware, or in a manner that disrupts, or which is likely to disrupt the services that RSPN provides to its other clientele. Notwithstanding any provision to the contrary, RSPN reserves the right to throttle or suspend Client's access and/or use of the Infrastructure if RSPN believes, in its sole but reasonable judgment, that Client's use of the Infrastructure is violating, or is likely to violate, the foregoing terms or any other provision on the Agreement.

Domain Name Services

If Client registers, renews or transfers a domain name through RSPN, RSPN will submit the request to its domain name services provider (the "Registrar") on Client's behalf. RSPN's sole responsibility is to submit the request to the Registrar. RSPN is not responsible for any errors, omissions or failures of the Registrar. Client's use of domain name services is subject to the applicable legal terms of the Registrar. Client is responsible for closing any account with any prior reseller of or registrar for the requested domain name, and Client is responsible for responding to any inquiries sent to Client by the Registrar.

Unsupported Configuration Elements or Services

If Client requests a configuration element (hardware or software) or hosting service in a manner that is not customary at RSPN, or that is in "end of life" or "end of support" status, RSPN may designate the element or service as "unsupported," "non-standard," "best efforts," "reasonable endeavor," "one-off," "EOL," "end of support," or with like term in the service description (an "Unsupported Service"). RSPN makes no representation or warranty whatsoever regarding any Unsupported Service, and Client agrees that RSPN will not be liable to Client for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.



Hosting Services

Client agrees that it is responsible for the actions and behaviors of its users of the Services. In addition, Client agrees that neither it, nor any of its employees or designated representatives, will use the Services in a manner that violates the laws, regulations, ordinances or other such requirements of any jurisdiction. Client warrants and represents that all hosted applications will be properly licensed, and that all such licenses shall be maintained by Client throughout the entire term of this SOW.

In addition, Client agrees that neither it, nor any of its employees or designated representatives, will: transmit any unsolicited commercial or bulk email, will not engage in any activity known or considered to be "spamming" and carry out any "denial of service" attacks on any other website or Internet service; infringe on any copyright, trademark, patent, trade secret, or other proprietary rights of any third party; collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any person or entity without their express consent (which may be through the person or entity's registration and/or subscription to Client's services, in which case Client must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law; or, undertake any action which is harmful or potentially harmful to RSPN or its infrastructure.

Client is solely responsible for ensuring that its login information is utilized only by Client and Client's authorized users and agents. Client's responsibility includes ensuring the secrecy and strength of user identifications and passwords. RSPN shall have no liability resulting from the unauthorized use of Client's login information. If login information is lost, stolen, or used by unauthorized parties or if Client believes that any hosted applications or hosted data has been accessed by unauthorized parties, it is Client's responsibility to notify RSPN immediately to request the login information be reset or unauthorized access otherwise be prevented. RSPN will use commercially reasonable efforts to implement such requests as soon as practicable after receipt of notice.

SOW # 1624 - Fully Managed

Final Audit Report

2024-01-11

Created:	2024-01-10
By:	Kaylonna McKee (deputyclerk@cityofeelwein.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2sGLloJMTpfjn2Dltgi5x0koLWUQsZhn

"SOW # 1624 - Fully Managed" History

-  Document created by Kaylonna McKee (deputyclerk@cityofeelwein.org)
2024-01-10 - 2:54:29 PM GMT- IP address: 209.170.231.66
-  Document emailed to brett.devore@cityofeelwein.org for signature
2024-01-10 - 2:55:58 PM GMT
-  Email viewed by brett.devore@cityofeelwein.org
2024-01-11 - 7:52:19 PM GMT- IP address: 52.87.218.72
-  Signer brett.devore@cityofeelwein.org entered name at signing as Brett DeVore
2024-01-11 - 7:52:55 PM GMT- IP address: 174.235.210.184
-  Document e-signed by Brett DeVore (brett.devore@cityofeelwein.org)
Signature Date: 2024-01-11 - 7:52:57 PM GMT - Time Source: server- IP address: 174.235.210.184
-  Agreement completed.
2024-01-11 - 7:52:57 PM GMT



RSPN, LLC MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is between **RSPN, LLC** an Iowa limited liability company with offices located at 200 State Street, Ste. 202-T, Cedar Falls, Iowa 50613 (“us”, “our”, “we” or “RSPN”), and you, the entity who electronically signs this document in the signature block, below (“you”, “your” or “Client”). This Agreement is effective as of the latest date of the signatures of the parties below (“Effective Date”).

- 1) **SCOPE OF SERVICES; SOW.** This is a master agreement that governs all services that we perform, as well as any licenses or products that we sell or re-sell to you (collectively, the “Services”). The Services will be described in one or more orders, proposals or statements of work that we provide to you (each, a “SOW”). Once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will become a part of, and governed under, the terms of this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.
- 2) **GENERAL REQUIREMENTS.**
 - a) *System.* For the purposes of this Agreement, “System” means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored, or operated by us pursuant to a SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW you agree to refrain from modifying or moving the System, or installing software on the System, unless we expressly authorize such activity.
 - b) *Requirements.* At all times, all software on the System must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW (“Minimum Requirements”), you agree to do so as an ongoing requirement of us providing our Services to you.
 - c) *Maintenance; Updates.* If patches and other software-related maintenance updates (“Updates”) are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Update.
 - d) *Third Party Support.* If, in RSPN’s discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$100, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require otherwise.
 - e) *Advice; Instructions.* From time to time, we may provide you with specific advice and directions related to the Services. (For example, our advice or directions may include increasing the System’s server or hard drive capacity or replacing obsolete equipment.) You are strongly advised to promptly follow and implement any such advice which, depending on the situation, may require you to make additional purchases or investments in the System or the environment in which the System is maintained, at your sole cost. We will not be responsible for any problems or issues (such as System downtime or security-related issues) caused by your failure to promptly follow our advice. If, in our discretion, your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide, then we may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow RSPN’s advice or directions, or your unauthorized modification of the System, as well as any services required to bring the System up to or maintain the Minimum Requirements, are out-of-scope and not covered under any SOW.
 - f) *Prioritization.* All Services will be performed on a schedule, and in a prioritized manner, as determined by RSPN.
 - g) *Authorized Contact(s).* RSPN will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in a SOW to provide such directions or consent (“Authorized Contacts”). If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, and/or (ii) who signed the applicable SOW. If you desire to change your Authorized Contact(s), please notify RSPN of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter. (Note: Perhaps “Authorized Contacts”)
 - h) *Insurance.* If you are supplied with RSPN Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. RSPN must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable

SOW without prior notification to RSPN. Upon RSPN's request, you agree to provide proof of insurance to RSPN, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

- 3) **FEES; PAYMENT.** You agree to pay the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay us on an hourly basis pursuant to our then-current standard hourly rate schedule.
 - a) *Schedule.* Unless otherwise stated in a SOW, all undisputed fees will be due and payable in advance of the provision of the Services. If applicable, payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided.
 - b) *Nonpayment.* Fees that remain unpaid for more than thirty (30) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by us within sixty (60) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you if we suspend the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.
- 4) **ACCESS.** You hereby grant to RSPN the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the System, on a 24x7x365 basis, for the purpose of enabling us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for RSPN to provide Services to the System and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. RSPN shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.
- 5) **LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.**
 - a) *Hardware / Software Purchased Through RSPN.* Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through RSPN ("Third Party Products") are nonrefundable once the applicable purchase order is placed in RSPN's queue for delivery. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third Party Products are provided "as is" and without any warranty whatsoever as between RSPN and you (including but not limited to implied warranties).
 - b) ***Liability Limitations.*** **This paragraph limits the liabilities arising under this Agreement or any SOW and is a bargained-for and material part of this Agreement.** You acknowledge and agree that RSPN would not enter into this Agreement unless it could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to RSPN), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation. Except for your payment obligations and your indemnification obligations described in this Agreement, a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to RSPN for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, or gross negligence.
- 6) **INDEMNIFICATION.** Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and

disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

- 7) **TERM; TERMINATION.** This Agreement begins on the Effective Date and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other SOW between the parties.
- a) *Termination Without Cause.* Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, a SOW is in progress. In addition, no party will terminate a SOW without cause prior to the SOW's natural expiration date. Notwithstanding the foregoing, if RSPN decides to cease providing a service to all of its customers generally, then RSPN may terminate an applicable SOW without cause by providing no less than one hundred and twenty (120) days prior written notice to you. If you terminate a SOW without cause and without RSPN's consent, then you will be responsible for paying the termination fee described in Section 7(b), below. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.
- b) *Termination For Cause.* In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If RSPN terminates this Agreement or any SOW For Cause, or if you terminate any SOW without cause prior to such SOW's expiration date, then RSPN shall be entitled to receive, and you hereby agree to pay to us, (i) all amounts that would have been paid to RSPN had this Agreement or SOW (as applicable) remained in effect, and (ii) all expenses incurred by us in our preparation and provision of the Services to you, e.g., licensing fees incurred by RSPN, non-mitigatable hard costs, etc. If you terminate this Agreement or a SOW For Cause (defined below), then you will be responsible for paying only for those Services that were properly delivered and accepted by you up to the effective date of termination.
- c) *Client Activity As A Basis for Termination.* In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the System or any part of the System to malfunction consequently requiring remediation by RSPN on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair or replace the System Malfunction as directed by us (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then RSPN will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at our discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.
- d) *Consent.* You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.
- e) *Equipment / Software Removal.* Upon termination of this Agreement or applicable SOW for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which RSPN-owned equipment or software (collectively, "RSPN Equipment") is located to enable us to remove all RSPN Equipment from the premises. If you fail or refuse to grant RSPN access as described herein, or if any of the RSPN Equipment is missing, broken or damaged (normal wear and tear excepted) or any of RSPN-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items.
- f) *Repayment of Discounted Fees.* If we give you a discount under a SOW based on your commitment to retain our Services for a minimum term and, under that scenario, we terminate the SOW for cause or you terminate the SOW without cause, then in addition to any other remedy available to us, you agree to immediately pay us the difference between the discounted rates and the non-discounted rates under that SOW, calculated from the effective date of the SOW through the date of termination.
- g) *Transition; Deletion of Data.* In the event that you request RSPN's assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to RSPN providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. **Unless otherwise expressly stated in a SOW, we will have no obligation to store or maintain any Client data in our possession or control beyond fifteen (15) calendar days following the termination of this Agreement. Client may request that RSPN retain any or all client data beyond fifteen (15) calendar days, however, client agrees to pay any expenses that RSPN may incur to**

meet this request. We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this Section 7(g).

RESPONSE; REPORTING.

h) *Response.* We warrant and represent that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Transition Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of your System or our equipment or network, or (iv) delays caused by a force majeure event.

i) Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 8:00 AM and 5:00 PM CST (or CDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to our network. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii) Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").

iii) Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.

iv) Remedies; Limitations. Except for the Transition Exception, if we fail to meet our service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 7(b) are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.

i) *Transition Exception.* You acknowledge and agree that for the first thirty (30) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to us, it being understood that there may be unanticipated downtime or delays due to our initial startup activities with you (the "Onboarding Exception").

8) CONFIDENTIALITY.

a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of RSPN, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) *Use.* We will keep your Confidential Information confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill our obligations under this Agreement.

c) *Due Care.* We will exercise the same degree of care with respect to the Confidential Information we receive from you as we normally take to safeguard and preserve our own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

d) *Compelled Disclosure.* If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section 9. We will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.

9) ADDITIONAL TERMS; THIRD PARTY SERVICES.

a) *EULAs.* Portions of the Services may require you to accept the terms of one or more third party end user license agreements ("EULAs"). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission

to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.

b) *Third Party Services.* Portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers, such as data hosting services, domain registration services, and data backup/recovery services (“Third Party Service”). Not all Third Party Services may be expressly identified as such in a SOW, and at all times we reserve the right to utilize the services of any third party provider or to change third party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. We will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to RSPN or to you.

c) *Data Loss.* Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the System that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

d) *BYOD.* You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the System, regardless of whether such device(s) are owned, leased or otherwise controlled by you. This does not pertain to devices connected to the client’s publicly provided WiFi. The public WiFi will not allow any access to the client’s systems and will only be used to provide an internet connection for public use. RSPN will not be obligated to provide the Services to any mobile device or temporarily-connected device unless that obligation is specifically stated in an applicable SOW. Further, unless otherwise stated in a SOW, devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the System.

10) **OWNERSHIP.** Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party (“Intellectual Property”), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party’s Intellectual Property to the other party.

11) **ARBITRATION.** Any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator to be mutually agreed upon by the parties. The arbitration shall be administered and conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the “Rules”). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, JAMS shall select the arbitrator. The arbitration shall take place in the venue described in Section 13, below. The arbitrator shall determine the scope of discovery in the matter, however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys’ fees and costs.

12) **MISCELLANEOUS.**

a) *Disclosure.* You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services.

b) *Assignment.* Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder.

c) *Amendment.* Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by RSPN, specifically refers to this Agreement or the SOW being amended and is accepted in writing by one of your Authorized Contacts.

- d) *Time Limitations.* The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred. A cause of action shall not be deemed to have accrued until after the parties have satisfied the arbitration requirements as set forth in Paragraph 11 above.
- e) *Severability.* If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility, or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- f) *Other Terms.* We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- g) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- h) *Merger.* This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. We will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement.
- i) *Force Majeure.* Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
- j) *Non-Solicitation.* You acknowledge and agree that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, you will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of RSPN's employees or subcontractors to discontinue or reduce the scope of their business relationship with RSPN, or recruit, solicit or otherwise influence any employee or agent of RSPN to discontinue such employment or agency relationship with RSPN. In the event that you violate the terms of the restrictive covenants in this Section 13(j), you acknowledge and agree that the damages to RSPN would be difficult or impracticable to determine, and you agree that in such event, as RSPN's sole and exclusive remedy therefore, you will pay RSPN as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with you (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to any of our employees by you will be deemed to be a material breach of this Agreement, in which event we shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately For Cause.
- k) *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.
- l) *Insurance.* RSPN and you will each maintain, at each party's own expense, all insurance reasonably required in connection with this Agreement or any SOW, including but not limited to, workers compensation and general liability. We agree to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence. All of the insurance policies described herein will not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail.
- m) *Governing Law; Venue.* This Agreement and any SOW will be governed by, and construed according to, the laws of the state of Iowa. You hereby irrevocably consent to the exclusive jurisdiction and venue of the state courts in Black Hawk County, Iowa, for any and all claims and causes of action arising from or related to this Agreement.
- n) *No Third Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- o) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- p) *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in Black Hawk County, Iowa, such period will be extended to and through the next succeeding business day in Black Hawk County, Iowa.

q) *Notices; Writing Requirement.* Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to RSPN regarding (a) any alleged breach of this Agreement by RSPN, or (b) any request for indemnification, or (c) any notice of termination of this Agreement or any SOW, must be delivered to RSPN either by U.S. mail or fax, unless such requirement is expressly and specifically waived by RSPN. All electronic documents and communications between the parties will satisfy any "writing" requirement under this Agreement.

r) *Independent Contractor.* RSPN is an independent contractor, and is not your employer, employee, partner, or affiliate.

s) *Subcontractors.* Generally, RSPN does not utilize subcontractors for to perform onsite services; however, should RSPN elect to subcontract a portion of those services, RSPN will guarantee the work as if RSPN performed the subcontracted work itself.

t) *Data Access/Storage.* Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify our standard access or storage procedures.

u) *Counterparts.* The parties intend to sign, accept and deliver this Agreement, SOW or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and deliver this Agreement, any SOW or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.

AGREED AND ACCEPTED:

Date: 1/3/2024

RSPN, LLC

By: 

Print Name / Position

Dave W. Hansen - Director of Sales

Date: 1/8/2024

Client: City Of Oelwein

By: 

Brett DeVore (Jan 11, 2024 13:54 CST)

Print Name / Position

Brett DeVore - Mayor

Contact Information:

Dylan Mulfinger

dmulfinger@cityofuelwein.org

319-283-5440

MSA

Final Audit Report

2024-01-11

Created:	2024-01-10
By:	Kaylonna McKee (deputyclerk@cityofeelwein.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT59Hz-D2gjSfpEI3Lyqb3M5dlst7cPMQ

"MSA" History

-  Document created by Kaylonna McKee (deputyclerk@cityofeelwein.org)
2024-01-10 - 2:53:22 PM GMT- IP address: 209.170.231.66
-  Document emailed to brett.devore@cityofeelwein.org for signature
2024-01-10 - 2:53:50 PM GMT
-  Email viewed by brett.devore@cityofeelwein.org
2024-01-11 - 7:53:05 PM GMT- IP address: 52.87.218.72
-  Signer brett.devore@cityofeelwein.org entered name at signing as Brett DeVore
2024-01-11 - 7:54:52 PM GMT- IP address: 174.235.210.184
-  Document e-signed by Brett DeVore (brett.devore@cityofeelwein.org)
Signature Date: 2024-01-11 - 7:54:54 PM GMT - Time Source: server- IP address: 174.235.210.184
-  Agreement completed.
2024-01-11 - 7:54:54 PM GMT

RESOLUTION NO. _____-2025

RESOLUTION AMENDING THE OELWEIN PERSONNEL MANUAL

WHEREAS, the city council is must vote to make changes to the personnel manual as needed to ensure a properly functioning organization; and

WHEREAS, the previous unwritten rule of leaving on the third page is no long applicable; and

WHEREAS, the support of our local and regional fire departments is essential in having a successful response for all fire departments

WHEREAS, Section 16 Other Types of Leaves will be amended to add Subsection 16.8 Volunteer Emergency Services Response During Working Hours; and

WHEREAS, these changes will be effective upon adoption from the city council; and;

NOW, THEREFORE, BE IT RESOLVED by the city council of Oelwein, Iowa amending the Oelwein personnel manual.

Passed and approved by the City Council of the City of Oelwein, Iowa this 12th day of October, 2026.

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
Payne
Cantrell
Cannon
Gearhart

Attest:

Dylan Mulfinger, City Administrator

Recorded October 13, 2026

POLICY 16 -- OTHER TYPES OF LEAVE

16.8 Volunteer Emergency Services Response During Working Hours

- (A) Purpose. The City recognizes that volunteer fire and emergency service organizations depend upon the availability of trained volunteers, particularly during normal working hours. Consistent with Iowa Code Section 100B.14, the City may authorize an eligible employee to leave the employee's regular City assignment to respond to a qualifying emergency incident under the conditions established in this section. This section is intended to support emergency response while preserving safe staffing and the continuous delivery of essential City services.
- (B) Eligibility and Annual Registration. An employee is eligible to request release under this section only if the employee is an active member in good standing of the Oelwein Fire Department or of a recognized neighboring volunteer fire department, rescue organization, or emergency medical service. Before an employee may be released under this section, the employee shall provide the City Clerk or designee with written verification from the chief or authorized representative of the volunteer organization identifying the employee's active membership, role, primary response district, and current good-standing status. Eligibility shall be renewed annually and whenever the employee's membership, role, or department changes. An employee shall immediately notify the City if the employee is suspended, placed on restricted status, or is no longer an active member in good standing.
- (C) Approval to Leave a City Assignment. A page, alarm, or request from a volunteer emergency service organization does not, by itself, authorize an employee to leave work. The employee shall promptly notify and obtain authorization from the employee's Department Head, supervisor, or designee before leaving the City assignment. A Department Head may establish advance response instructions for particular employees, shifts, work locations, or operating conditions. When immediate conditions make direct contact impracticable, an employee may leave only when advance instructions authorize the response and shall notify the supervisor as soon as reasonably practicable. Authorization may be denied, delayed, limited, or revoked at any time based upon City operational needs.
- (D) City Operations Take Priority. An employee's regular City responsibilities take precedence whenever a conflict exists. An employee shall not leave an assignment if the employee's departure would create or leave an unsafe condition; leave an excavation, open manhole, road hazard, utility repair, equipment operation, or worksite unsecured; materially reduce minimum staffing; interrupt an essential service; interfere with an ongoing emergency or critical operation; or otherwise be detrimental to City operations. The employee shall make the worksite safe and transfer responsibility as directed before departing. The City Administrator, Department Head, or designee may temporarily suspend or limit releases because of severe weather, snow or ice operations, flooding, utility failures, special events, staffing shortages, a City emergency, or other operational circumstances.

(E) Oelwein Fire Department Response Criteria. An eligible employee who is an active member of the Oelwein Fire Department may be authorized to respond during scheduled working hours as follows:

- (1) Routine Initial Page. The employee shall remain at the regular City assignment and shall not respond to a routine initial page unless the incident qualifies under paragraph (2), is later upgraded under paragraph (3), or the employee receives specific authorization under paragraph (4).
- (2) Qualifying Initial Page. The employee may be authorized to respond on the initial page when dispatch information reasonably indicates a confirmed or reported working structure fire; a structure fire with known or possible occupants; a vehicle crash involving entrapment; a technical rescue; a hazardous-material incident presenting an immediate threat to life or property; a mass-casualty or multiple-patient incident; a major commercial, industrial, or agricultural fire; a significant wildland, field, or grass fire threatening structures or public safety; or another incident reasonably presenting a comparable need for immediate life-safety response or substantial manpower.
- (3) Additional Manpower or Incident Upgrade. The employee may be authorized to respond when the Oelwein Fire Department issues a second page, general alarm, all-call, or specific request for additional manpower, or when an incident is upgraded to a qualifying incident after the initial page.
- (4) Specific Authorization. The Fire Chief, incident commander, Public Safety Chief, City Administrator, or the employee's Department Head may specifically authorize a response to another incident when the circumstances demonstrate an unusual or substantial need for the employee's qualifications or assistance.

(F) Neighboring Department Response Criteria. Because of the rural nature of the region, the City also recognizes the public benefit provided by City employees who serve neighboring volunteer departments. An eligible employee may be authorized to respond for the employee's registered neighboring department only when the incident occurs within that department's primary response district and one of the following applies:

- (1) the initial page identifies a qualifying incident of the type listed in subsection (E)(2);
- (2) the department issues a second page, general alarm, all-call, or specific manpower request for a structure fire, rescue, significant hazardous-material incident, major commercial, industrial, agricultural, or wildland fire, mass-casualty incident, or another emergency of comparable seriousness; or
- (3) the City Administrator, Public Safety Chief, employee's Department Head, or designee gives specific authorization based upon the seriousness of the incident and the need for the employee's qualifications.

Release for a neighboring department is a discretionary City employment benefit and does not create an entitlement to respond. The greater operational priority given to response by an Oelwein Fire Department member reflects the City's direct responsibility for Oelwein fire protection and does not prohibit appropriate support for neighboring departments.

(G) Routine and Nonqualifying Incidents. Unless subsequently upgraded, accompanied by a qualifying manpower request, or specifically authorized, an employee shall not leave City duties for an automatic fire alarm, lift assist, routine medical assist, public assist, odor investigation, wires down without a significant life-safety hazard, minor vehicle crash, minor grass or refuse fire, controlled burn, weather spotting, standby

assignment, or another routine incident that does not reasonably present a substantial life-safety risk or manpower need.

- (H) Mutual Aid and Response Outside a Primary District. An Oelwein Fire Department member's response to an incident outside the Oelwein Fire Department's primary response district, and a neighboring department member's response outside that member department's primary response district, requires specific authorization from the employee's Department Head, Public Safety Chief, City Administrator, or designee. The responding department must have been formally requested or dispatched through an applicable mutual-aid arrangement. A request for mutual aid does not automatically require the City to release an employee.
- (I) Compensation and Leave Treatment. Authorized emergency-response time occurring during an employee's normally scheduled City working hours shall be paid at the employee's regular City rate and shall not be charged against vacation, sick leave, personal leave, or compensatory time. Paid response time includes reasonable travel from the City assignment to the fire station or emergency scene, participation in the emergency response, necessary work to return apparatus or equipment to service, and reasonable travel necessary to return to the City assignment. Paid release ends when the employee is discharged from emergency duty or when continued participation is no longer reasonably necessary, whichever occurs first.

Emergency response extending beyond the employee's normally scheduled City hours shall not, solely because of this section, result in overtime, compensatory time, or additional pay from the employee's regular City position. Time paid under this section will be treated for overtime and other wage purposes as required by applicable law and any controlling collective bargaining agreement. Any stipend, call pay, or other compensation from a volunteer organization is governed by that organization's policies.

- (J) Incidents Beginning Before a Scheduled Shift. An eligible employee who is already responding to a qualifying incident when the employee's City shift is scheduled to begin shall notify the employee's Department Head or supervisor as soon as possible. The Department Head or supervisor will determine whether continued absence after the scheduled start time is authorized under this section. Authorized time after the scheduled start of the shift will be treated in accordance with subsection (I). Absence or lateness that is protected by Iowa law but is not authorized as paid release under this section may be unpaid or charged to applicable accrued leave, consistent with law and City policy.
- (K) Notification, Timekeeping, and Verification. The employee shall record the time of departure from and return to the City assignment in the manner directed by the City Clerk or Department Head. The employee shall promptly report any material change in the incident or anticipated absence and shall provide, upon request, written verification from the chief, incident commander, or acting supervisor of the volunteer organization stating the nature of the response and the date and time the employee was summoned, responded, and released. Falsification, misrepresentation, failure to follow response restrictions, or abuse of this section may result in loss of response privileges and disciplinary action, up to and including termination.
- (L) Return to City Duties and Fitness for Work. The employee shall return to the regular City assignment as soon as reasonably practicable after release from the incident,

unless the Department Head or supervisor directs otherwise. The employee shall notify the supervisor if the emergency response, exposure, injury, fatigue, or other condition may prevent the employee from safely performing regular City duties. Any additional absence shall be handled under the applicable City leave, injury, or reasonable-accommodation policy.

- (M) Training and Nonemergency Activities. This section does not authorize release from City duties for routine meetings, drills, training, inspections, apparatus or station maintenance, fundraising, parades, public education, scheduled standby, or other nonemergency activities. Such activities shall normally occur outside scheduled City working hours or through the employee's approved vacation, personal leave, compensatory time, flex time, or other authorized arrangement. A Department Head or City Administrator may approve an exception when participation serves a specific City purpose.
 - (N) Transportation and Use of City Property. An employee shall not use a City vehicle, equipment, fuel, communications system, or other City property to respond under this section unless expressly authorized for that response. An employee using a personal vehicle shall obey all traffic laws and shall not claim emergency-vehicle privileges unless the employee and vehicle are lawfully authorized. The City does not reimburse mileage or other personal transportation costs incurred under this section unless specifically approved in advance.
 - (O) Workers' Compensation and Injury Reporting. Workers' compensation coverage for an injury arising during volunteer emergency service shall be determined under Iowa Code Chapter 85 and the coverage applicable to the emergency service organization, municipality, township, fire district, or other entity for which the employee is responding. Payment of regular City wages during an authorized release does not, by itself, determine, transfer, expand, or waive workers' compensation coverage or liability. Before receiving approval under this section, an employee serving a neighboring organization shall provide annual verification that the organization maintains workers' compensation coverage applicable to the employee's volunteer role.
- Any injury, exposure, vehicle collision, or near miss occurring after the employee is summoned to volunteer duty and before release from that duty shall be reported immediately to the officer in charge of the volunteer organization and to the employee's City supervisor or Department Head. The employee shall also contact the City Clerk and complete the City's required injury or incident documentation within twenty-four (24) hours when reasonably practicable. Reporting to the City does not constitute an admission that the incident is covered by the City's workers' compensation policy.
- (P) Administration. Release under this section is discretionary and is not guaranteed for any employee, department, incident, shift, or period of time. The City Administrator may issue procedures, forms, standing restrictions, and interpretations necessary to apply this section consistently. Nothing in this section limits rights provided by applicable law or a controlling collective bargaining agreement, which shall govern in the event of a conflict.



To: Mayor and City Council
From: Dylan Mulfinger, City Administrator
Subject: Agenda Memo
Date: 9/28/2026

Consent Agenda

1. Consideration of a motion approving the September 28, 2026 minutes.
2. Consideration of a motion approving a Class "C" Alcohol License for American Legion Ross Reid Post #9.
3. Consideration of a resolution approving Pay Application No. 1 in the amount of \$93,793.03 to Mehmert Tiling, Inc. for the T-Hangar Taxilanes Rehabilitation Project.
 1. This project has been delayed by rain, but the hole has been dug. No issues have come up with the contractor as of this pay request. The City Administrator recommends approving the resolution.

Ordinances

4. Consideration of an ordinance adding Article IV, Section 23-70 amending Chapter 23 of the Code of Ordinances of the City of Oelwein, Iowa establishing a juvenile curfew. - Second Reading.
 1. Public Safety reviewed this ordinance and discussed it was ready for a vote from the city council. This ordinance will be a useful tool for the police department. The City Administrator recommends approving the second reading.
5. Consideration of an ordinance amending Chapter 22 of the Code of Ordinances of the City of Oelwein, Iowa, by adding Section 22-203 to Article VIII regulating foot-powered scooters and electric stand-up scooters. - First Reading.
 1. Public Safety reviewed this ordinance and discussed it was ready for a vote from the city council. The issues for children and adults riding scooters have continue to rise. Safety for children is a priority. The City Administrator recommends approving the first reading.

Resolutions

6. Consideration of a resolution amending the city fee schedule to include a fuel surcharge for the single hauler service provide by Kluesner Sanitation.
 1. The city council met with Kluesner Sanitation at a work session and discussed the request. Council determined a fuel surcharge fee was appropriate and directed staff to work on a system for the fee. The City Administrator recommends approving the resolution.



7. Consideration of a resolution approving the City Clerk Transition Plan.
 1. The city council discussed this plan with the City Administrator at a work session. The goal is to minimize the impact on operations from the city clerk retirement. Having overlap of employees will ensure proper training especially during the city's budget process. The City Administrator recommends approving the resolution.
8. Consideration of a resolution waiving rental fees for OLZ hangar rentals for one month due to construction.
 1. The project at the airport was supposed to take under a month and block access to hangars for a couple of weeks. Rain has delayed this project. The city is being nice to the tenants and providing one month free of rent for those impacted. The City Administrator recommends approving the resolution.
9. Consideration of a resolution approving the 2026 Mowing Reduction Act for the Woodlawn Cemetery.
 1. The city council has discussed in work sessions they want better grass management at the cemetery. Mowing less should allow staff to work toward the goal for the city council. This is one step in reaching the goals for the council of having an attractive cemetery for residents. The City Administrator recommends approving the resolution.
10. Consideration of a resolution approving terminating a contract with Corporate Technologies for information technology managed services.
 1. City staff has had issues with service tickets which go unanswered, or well past the time commitments that were made by Corporate Technologies. Two phone integrations were awful and Corporate Technologies has no plans on improving. The City Administrator recommends approving the resolution.
11. Resolution amending the Oelwein Personnel Manual
 1. This new language will ensure volunteer firefighters can leave the city for calls which require them to attend. This will also allow our employees to be engaged in their departments. Many local departments are critical to the success of fire safety in the community. The old rule of leaving on the third page does not suffice. The City Administrator recommends approving the resolution.

SEPTEMBER 2026

CITY OF OELWEIN TREASURER'S REPORT

Date Printed

10

Item A.

Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	907,206.82	170,949.74	227,236.92	(916.67)	850,002.97	
051 County Emergency Management	7,061.67	2,255.18	-	-	9,316.85	
110 Road Use Tax	468,621.76	69,398.85	52,526.94	-	485,493.67	
112 Trust and Agency	633,226.80	81,654.55	80,412.84	-	634,468.51	
113 Flex Spending	2,238.48	1,645.50	2,468.25	-	1,415.73	1,415.73
119 Emergency	-	-	-	-	-	
120 Sidewalks Repaired/Replaced Dwtm	125,000.00	-	-	-	125,000.00	
121 Sales Tax	184,805.72	78,345.48	-	-	263,151.20	
122 Hotel/Motel Tax	43,844.49	8,489.54	3,496.24	-	48,837.79	
123 Gas-Electric Franchise Fee	503,160.13	-	80,447.05	(21,295.00)	401,418.08	
124 Library Bequest	383,381.26	3,334.56	-	-	386,715.82	
126 Downtown TIF	280,399.12	12,298.02	-	-	292,697.14	
127 Industrial Park TIF	-	-	-	-	-	
128 Ind Park SubFund TIF East Penn	85,129.44	262.60	-	-	85,392.04	
132 DARE	-	-	-	-	-	
136 Trees Forever	9,704.22	-	11,200.00	-	(1,495.78)	
146 Oelwein Housing Revolving Loan Fund	115,785.78	241.41	-	-	116,027.19	
160 Econ Dev (\$12,500 Wellness Res)	(25,772.67)	-	18,932.60	-	(44,705.27)	
161 IRP Revolving Loan	318,437.41	12,479.53	1,212.07	-	329,704.87	330,916.94
162 Downtown Business Grants	76,516.29	-	-	-	76,516.29	
167 Oelwein Volunteer Fire Dept	16,659.52	-	2,317.00	916.67	15,259.19	
177 Forfeit Assets	1,151.44	155.00	-	-	1,306.44	
200 Debt Service	399,845.12	44,633.90	-	21,295.00	465,774.02	
201 Water Bondsinking	118,265.82	353.81	-	7,055.00	125,674.63	
202 Sewer Bondsinking	176,724.21	520.58	-	15,735.00	192,979.79	
205 Special Assessments	630.00	4,199.00	-	-	4,829.00	
282 CDBG Housing Rehab	-	-	-	-	-	
287 2020 GO Bond	6,846.67	-	-	-	6,846.67	
301 HMGP 4483 GRANT	-	-	-	-	-	
302 Oelwein Housing Teardown	784.50	-	-	-	784.50	
305 Airport Grant	51,381.30	13,649.75	13,617.85	-	51,413.20	
307 Tri Park Trail Extensions	753,002.98	-	57,615.22	-	695,387.76	
310 Plaza Park Expansion (OCAD Project)	-	-	-	-	-	
314 Dry Run Creek Flooding	(205,993.77)	-	-	-	(205,993.77)	
360 Cares Act NE Sewer Replacement	-	-	-	-	-	
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	426,837.17	-	1,356.75	-	425,480.42	
388 2024 GO Bond Const 10th St Bridge	170,679.00	574.50	6,653.01	-	164,600.49	
393 2022 GO Bond Construction City Hall	9,681.47	-	-	-	9,681.47	
397 Railroad Grant-Viaduct	18,271.76	-	-	-	18,271.76	
501 Cemetery Perp Care	301,882.53	120.41	-	-	302,002.94	5,002.94
600 Water (2016D Reserve \$67,000)	835,612.12	189,056.25	86,053.60	(63,055.00)	875,559.77	
601 Water Infrastructure Fee	1,363,095.04	(7.65)	3,306.25	56,000.00	1,415,781.14	
620 Customer Water Deposits	154,369.36	2,726.49	1,540.53	-	155,555.32	
640 Fuel	(8,407.91)	11,637.79	-	-	3,229.88	
670 Landfill	179,977.30	55,696.60	34,160.38	-	201,513.52	
671 Recycling	57,310.71	6,706.48	90.00	-	63,927.19	
672 ROW Trees Utility Fee	60,596.89	8,377.59	482.39	-	68,492.09	
680 Wellness Center	11,581.01	14,904.76	15,557.03	-	10,928.74	
700 Sewer/Waste Treatment	1,389,462.76	213,674.68	83,228.68	(95,735.00)	1,424,173.76	
701 Sewer Infrastructure Fee	992,967.38	-	-	80,000.00	1,072,967.38	
706 Reed Bed Exp - EQ Liner	-	-	-	-	-	
	11,407,641.07	1,008,334.90	783,911.60		11,632,064.37	

Fidelity 999-1003 and Community 999-1004 Money Market Accounts

CD'S Fidelity 999-1113, Community 999-1114 Cemetery 501-1001

Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002

Unapplied Accounts Receivable

Balance Checking Account 999-1000

Payroll Liabilities

2,238,071.47

8,597,000.00

336,123.54

-

460,869.36

11,632,064.37

11,632,064.37

Signature:

Dylan J. Maffinger Date: 10/5/26

City of Oelwein, IA

CLIENT LIAISON:

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DATE:

October 1, 2026



MSA developed an excellent GIS-based tool to help municipalities with a wide variety of capital improvement planning (CIP)-related tasks: the [Capital Improvement Planning App](#).

COMMUNITY CHANGE GRANT – PROJECT #08884014

We have not heard of any further correspondence regarding this grant.

FY2024 FMA FUNDING – PROJECT #08884015

MSA assisted the City with submitting an application for the FMA grant. The application was submitted to FEMA 8/6/2026. Conversations with HSEM indicated that grant awards *may* be announced prior to the 2026 FMA grant opening.

2026 BRIC FUNDING – PROJECT #08884018

City and MSA submitted the application to Iowa HSEM, which was then submitted to FEMA on 7/22/2026. Conversations with HSEM indicated that grant awards *may* be announced prior to the 2026 BRIC grant opening.

RAIL YARD BROWNFIELD

Eocene has provided options for next steps with cost estimates for each of those options. Please let us know, if you would like to move forward with any of those options.

In addition, Upper Explorerland Regional Planning Commission has begun work on an EPA Brownfield Assessment Grant application that could support this project.

PROJECT UPDATE

**IDALS WQI URBAN CONSERVATION PROJECTS PROGRAM –
PROJECT #08884017**

MSA provided support with the Water Quality Institute (WQI) funding application with water quality calculations and application narrative assistance. Additionally, MSA attended a meeting with the IDALS Urban Conservationist. The City did not receive funds at this time, solely due to a lack of secure funding from FEMA. IDALS is excited for the project and wants to work together when the project is ready to move forward.

Amy Bouska reached out on 8/31/2026 to let the City know that the WQI Funding Pre-Proposal has been released. Applications are due November 6th. This should be a re-submittal from the 2025/2026 submittal.