



Agenda

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

October 24, 2022
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Lynda Payne

Council Members: Karen Seeders, Tom Stewart, Matt Weber, Dave Garrigus, Dave Lenz

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

Consent Agenda

- [1.](#) Consideration of a motion to approve the October 10, 2022 minutes.
- [2.](#) Consideration of a motion to approve the October 12, 2022 minutes.
- [3.](#) Claims Resolution in the amount of \$912,730.36.
- [4.](#) Consideration of a motion approving payment to Confluence, Inc. in the amount of \$10,015.45 for professional services for the Plaza Park Project.
- [5.](#) Consideration of a motion to approve the Class B Beer Permit amendment for Oelwein Chamber and Area Development, Inc.
- [6.](#) Consideration of a motion to approve the Class C Liquor License for Von Tucks Bier Hairs, DBA: Dave's Place.

Public Hearing

- [7.](#) Public Hearing for the sale of 517 North Frederick Avenue at 6:00 PM on October 24, 2022 at the Oelwein Council Chambers

Ordinances

- [8.](#) Consideration of an ordinance amending Chapter 19 Article II Dogs and Cats - First Reading.

Resolutions

- [9.](#) Consideration of a resolution adopting the policies compliant to the 2022 CDBG Grant for the Water/Sewer Improvements.

- [10.](#) Consideration of a resolution adopting Iowa Department of Transportation City Street Finance Report.
- [11.](#) Consideration of a resolution to approve an agreement for dispatch services for Fayette County.
- [12.](#) Consideration of a resolution approving the sale of 517 North Frederick Avenue in the amount of \$1,000 to Chris Gann.

Motions

- [13.](#) Consideration of a motion to enter into a contract between Upper Explorerland Regional Planning Commission and the City of Oelwein for the CDBG Sewer Improvement Project.
- [14.](#) Consideration of a motion accepting the bid from Mätt Construction, Inc. in the amount of \$117,504.90 for the Plaza Demolition Project.
- [15.](#) Consideration of a motion to approve this project and the Schwickert's Tecta America's bid proposal of \$15,775.00 for the emergency repairs of the chimney and roof at the fire department
- [16.](#) Consideration of a motion to set a public hearing for the sale of 22 7th Street SW 6:00 PM on November 14, 2022 at the Oelwein Council Chambers.

Committee Reports

- [17.](#) Report from Stewart on Airport Board meeting.
- [18.](#) Report from Lenz on Park and Recreation Commission.
- [19.](#) Report from Payne on the Library Board Meeting.
- [20.](#) Report from Payne on Housing Committee meeting.
- [21.](#) Report from Weber on the Public Safety meeting recommendations.

Council Updates

Mayor's Report

- A. Consideration of a reappointment of Gary Crawford to the Zoning Board of Adjustments.

City Attorney's Report

City Administrator's Report

- [A.](#) City Administrator.

Adjournment

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



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
October 10, 2022 - 6:00 PM

Pledge of Allegiance

Call to Order

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

Roll Call

Present: Stewart, Weber, Lenz, Garrigus, Payne

Also Present: Mulfinger, Rigdon, Dillon

Absent: Seeders

Additions or Deletions

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

Motion carried.

Citizens Public Comments

No citizen public comments were made.

Presentation

1. Consideration of a motion to accept the Tax Increment Financing (TIF) report from Maggie Burger with Speer Financial.

A motion was made Weber, seconded by Payne to accept the Tax Increment Financing (TIF) report. All aye.

Motion carried.

Consent Agenda

2. Consideration of a motion to approve the September 26, 2022 minutes.
3. Consideration of a motion renewing the Class 'B' Native Wine Permit for Flowers on Main, LLC.
4. Consideration of a motion approving the Martin Gardner Architecture invoice in the amount of \$1,228.50.

A motion was made by Stewart, seconded by Lenz to approve the consent agenda. All aye.

Motion carried.

Public Hearing

5. Public Hearing for the sale of 218 3rd Avenue NW at 6:00 PM on October 10, 2022 at the Oelwein Council Chambers.

Mayor DeVore opened the hearing. No written or oral comments were received. Mayor DeVore closed the hearing.

Ordinances

6. Consideration of an Ordinance amending Oelwein City Code Section 22 Article VII - Golf Carts - Third and Final Reading.

A motion was made by Payne, seconded by Weber to refer the Ordinance Amending Oelwein City Code Section 22 Article VII to the Public Safety Committee.

Ayes: Payne Stewart

Nays: Lenz, Garrigus, Weber

Absent: Seeders

Motion failed.

A motion was made by Stewart, seconded by Garrigus to adopt the Ordinance Amending Oelwein City Code Section 22 Article VII.

Ayes: Stewart, Garrigus

Nays: Lenz, Payne, Weber

Absent: Seeders

Motion failed.

Resolutions

7. Consideration of a resolution approving funds to the Oelwein Event Center.

A lengthy discussion took place regarding several funding options from Economic Development, Local Option Sales Tax, Hotel/Motel Tax, and traffic cameras. The building permit fees of \$6,653 will be waived. Stewart stated that if traffic camera funding is not available, a funding recommendation by City Administrator Mulfinger can be used only if approved by City Council. Lighting could be leased from Alliant, since the poles are already in the parking lot.

A motion was made by Weber, seconded by Stewart adopt Resolution No. 5364-2022, pledging funding for the Oelwein Event Center in the amount of \$500,000 from traffic camera revenue at \$100,000 per year for 5 years. The City of Oelwein is to spend \$180,000 for resurfacing parking lots from existing funds and not part of the \$500,000 pledge.

Ayes: Stewart, Weber, Lenz, Garrigus

Nays: Payne

Absent: Seeders

Motion carried.

8. Consideration of a resolution for the Fiscal Year 2023 Fee Schedule.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5365-2022.

Ayes: Stewart, Weber, Lenz, Garrigus, Payne

Nays: None

Absent: Seeders

Motion carried.

9. Consideration of a resolution approving the sale of 218 3rd Avenue NW in the amount of \$1,000 to Ryan Carey.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5366-2022.

Ayes: Stewart, Weber, Lenz, Garrigus, Payne

Nays: None

Absent: Seeders

Motion carried.

10. Consideration of a resolution accepting the house forfeiture of 221 4th St NW and 902 1st Avenue SW.

Weber stated the Planning, Finance, Enterprise, and Economic Development recommendation to council was to accept the house forfeitures of 221 4th Street NW and 902 1st Avenue SW and teardown existing structures with the \$6,500 payment.

A motion was made by Garrigus, seconded by Payne to adopt Resolution No. 5367-2022.

Ayes: Stewart, Weber, Lenz, Garrigus, Payne

Nays: None

Absent: Seeders

Motion carried.

11. Consideration of a resolution requesting a street closure for Oelwein Chamber and Area Development for December 2, 2022 from 1:30 PM to 10:00 PM for Old Thyme Christmas.

A motion was made by Weber, seconded by Lenz to approve Resolution No. 5368-2022.

Ayes: Stewart, Weber, Lenz, Garrigus, Payne

Nays: None

Absent: Seeders

Motion carried.

Motions

12. Consideration of a motion to approve Segment 3 Trail Improvement Change Order No. 2 in the amount of \$6,818.95.

A motion was made by Weber, seconded by Garrigus to approve Segment 3 Trail Improvement Change Order No. 2 in the amount of \$6,818.95. All aye. Motion carried.

13. Consideration of a motion to approve Segment 3 Trail Improvement Pay Estimate No. 2 in the amount of \$33,369.08.

A motion was made by Weber, seconded by Lenz to approve Segment 3 Trail Improvement Pay Estimate No. 2 in the amount of \$33,369.08. All aye. Motion carried.

14. Consideration of a motion to approve changes to the Oelwein Revolving Loan Fund Contract for Administrative Services with Upper Explorerland.

A motion was made by Weber, seconded by Lenz to approve changes to the Oelwein Revolving Loan Fund Contract for Administrative Services with Upper Explorerland. All aye.

Motion carried.

15. Consideration of a motion to set a public hearing for the sale of 517 North Frederick Avenue at 6:00 PM on October 24, 2022 at the Oelwein Council Chambers.

A motion was made by Weber, seconded by Garrigus to approve the public hearing for the sale of 517 North Frederick Avenue on October 24, 2022. All aye. Motion carried.

Committee Reports

16. Report from Payne on Library Board Minutes.

Full minutes are available at <https://www.oelwein.lib.ia.us/about/library-board-minutes-1>

17. Report from Stewart on the Airport Board Minutes

Full minutes are available at <https://www.cityofuelwein.org/bc-ab/page/airport-board-17>

18. Report from Weber on Public Safety meeting recommendations.

Weber reported on the Leash Ordinance and the changes the Public Safety Committee recommends to Council. Weber, also, reported the drone ordinance will not be pursued, as current ordinances allow for enforcement of drone related issues.

City Attorney's Report

A. City Attorney.

City Attorney Dillon updated council on 27 South Frederick Avenue.

City Administrator's Report

A. City Administrator.

A special Council meeting is set for Wednesday October 12, 2022 at 5:30 PM to approve a grant application with the Dot for plan study on the viaduct.

Adjournment

2. Additional Information.

A motion was made by Weber, seconded by Lenz to adjourn the meeting at 7:05 PM. All aye.

Motion carried.

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held October 10, 2022 and copy of said proceedings was furnished to the Register October 17, 2022.

Dylan Mulfinger, City Administrator



Agenda

Special City Council Meeting
20 Second Avenue SW, Oelwein
5:30 PM

October 12, 2022
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Lynda Payne

Council Members: Karen Seeders, Tom Stewart, Matt Weber, Dave Garrigus, Dave Lenz

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Resolutions

1. Consideration of a resolution authorizing the submittal of Reconnecting Communities Pilot Program Grant.

Motions

2. Consideration of a motion to approve the Segment 3 Trail Improvement Pay Estimate No. 1 in the amount \$144,740.58.
3. Consideration of a motion to approve the Segment 3 Trail Improvement Change Order No. 1 in the amount of \$3,004.91.

Adjournment

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

Report Criteria:

Summary report

| Check Number | Check Issue Date | Payee | Amount |
|---------------|------------------|------------------|-----------------|
| 54984 | 09/29/2022 | RACHEL WOODS | 40.00- |
| 55300 | 09/29/2022 | NICK SCHAUF | 10.00- |
| 59373 | 09/29/2022 | CITY OF OELWEIN | 50.00 |
| 59382 | 10/06/2022 | DAMAGE RECOVERY | 363.35 |
| 59383 | 10/06/2022 | JOHN PEACOCK | 195.00 |
| 59384 | 10/06/2022 | SHEILA BRUSTKERN | 84.18 |
| 59385 | 10/06/2022 | KRISTINE FRANK | 136.31 |
| 59386 | 10/06/2022 | CYNTHIA GWERDT | 150.00 |
| 59387 | 10/06/2022 | TRAMPAS TORSON | 150.17 |
| 59396 | 10/12/2022 | MATT ROGERS | 74.83 |
| Grand Totals: | | | <u>1,153.84</u> |

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|--|----------------|------------------------------|--------------|--------------------|-------------|
| 001-1100-61810 UNIFORM | | | | | |
| RAY O'HERRON CO INC | 2223787 | NAMEPLATE | 09/30/2022 | 19.94 | .00 |
| Total 001-1100-61810 UNIFORM: | | | | 19.94 | .00 |
| 001-1100-61990 EMPLOYEE PERSONNEL EXPENSE | | | | | |
| CARDMEMBER SERVICES | 8023 JL 2022 1 | AMERICAN AIRLINES - REFUND | 10/05/2022 | 20.11- | 20.11- |
| CARDMEMBER SERVICES | 8023 JL 2022 1 | FAIRFIELD INN - LODGING RV F | 10/05/2022 | 163.96 | 163.96 |
| CARDMEMBER SERVICES | 8023 JL 2022 1 | FAIRFIELD INN - LODGING JL F | 10/05/2022 | 163.96 | 163.96 |
| CARDMEMBER SERVICES | 8023 JL 2022 1 | FAIRFIELD INN - LODGING JL F | 10/05/2022 | 217.52 | 217.52 |
| CARDMEMBER SERVICES | 8023 JL 2022 1 | RESIDENCE INN - LODGING RV | 10/05/2022 | 339.67 | 339.67 |
| CARDMEMBER SERVICES | 8023 JL 2022 1 | FBINAA IA CHPTR - FALL BUSIN | 10/05/2022 | 35.00 | 35.00 |
| SECRETARY OF STATE | 2022 10 19 | NOTARY FEE -- B SCOTT | 10/19/2022 | 30.00 | 30.00 |
| Total 001-1100-61990 EMPLOYEE PERSONNEL EXPENSE: | | | | 930.00 | 930.00 |
| 001-1100-63100 BUILDING | | | | | |
| HAWKEYE FIRE & SAFETY COM | 124667 | ANNUAL FIRE EXT INSPECTION | 09/30/2022 | 108.60 | .00 |
| Total 001-1100-63100 BUILDING: | | | | 108.60 | .00 |
| 001-1100-63310 VEHICLE | | | | | |
| ADVANCED AUTOMOTIVE INC | 1916 | CAR 9 SERVICED | 10/05/2022 | 39.45 | .00 |
| ADVANCED AUTOMOTIVE INC | 1917 | CAR 10 SERVICED | 10/05/2022 | 43.70 | .00 |
| ADVANCED AUTOMOTIVE INC | 1919 | CAR 2 SERVICED | 10/05/2022 | 45.20 | .00 |
| AVALON TIRE | 1-38700 | TIRE REPAIR - CAR # 7 | 09/26/2022 | 27.95 | .00 |
| AVALON TIRE | 1-GS38834 | CAR 2 - TIRES | 10/07/2022 | 778.28 | .00 |
| WEX BANK | 84060121 | FUEL PURCHASES | 09/30/2022 | 2,648.51 | 2,648.51 |
| Total 001-1100-63310 VEHICLE: | | | | 3,583.09 | 2,648.51 |
| 001-1100-63750 CELLULAR/PAGING | | | | | |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 44.70 | 44.70 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 44.66 | 44.66 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 44.66 | 44.66 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 44.66 | 44.66 |
| Total 001-1100-63750 CELLULAR/PAGING: | | | | 178.68 | 178.68 |
| 001-1100-63810 UTILITIES | | | | | |
| ALLIANT ENERGY | 4830253977 20 | ELECTRIC SERVICE | 10/06/2022 | 86.26 | 86.26 |
| EAGLE POINT ENERGY 5 LLC | OELWEIN 48 | ELECTRIC SERVICE | 10/05/2022 | 1,223.86 | 1,223.86 |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE | 10/01/2022 | 47.14 | 47.14 |
| Total 001-1100-63810 UTILITIES: | | | | 1,357.26 | 1,357.26 |
| 001-1100-64090 JANITORIAL | | | | | |
| CARDMEMBER SERVICES | 8023 JL 2022 1 | AMAZON - GARBAGE BAGS | 10/05/2022 | 97.48 | 97.48 |
| CARDMEMBER SERVICES | 8023 JL 2022 1 | AMAZON - PAPER TOWELS | 10/05/2022 | 119.98 | 119.98 |
| HORAN CLEANING LLC | 1486 | MONTHLY PD CLEANING - SEP | 10/01/2022 | 368.00 | .00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|---|----------------|------------------------------|--------------|--------------------|-------------|
| Total 001-1100-64090 JANITORIAL: | | | | 585.46 | 217.46 |
| 001-1100-64950 CONTRACTS | | | | | |
| COPY SYSTEMS INC | IN461676 | COPIER MAINT SUPPORT | 10/06/2022 | 40.56 | .00 |
| Total 001-1100-64950 CONTRACTS: | | | | 40.56 | .00 |
| 001-1100-65041 EQUIPMENT | | | | | |
| CARDMEMBER SERVICES | 8023 JL 2022 1 | LIBERTY FLAG POLES - SOLAR | 10/05/2022 | 325.00 | 325.00 |
| CARDMEMBER SERVICES | 8023 JL 2022 1 | PREMIER METAL - INTERIOR SI | 10/05/2022 | 325.00 | 325.00 |
| GALLS LLC | 22230984 | 511 RAPID DUFFEL SIERRA | 09/27/2022 | 40.43 | .00 |
| Total 001-1100-65041 EQUIPMENT: | | | | 690.43 | 650.00 |
| 001-1100-65060 OFFICE SUPPLIES | | | | | |
| CARDMEMBER SERVICES | 0060 BR 2022 | USPS - POSTAGE COBRA MAILI | 10/05/2022 | 2.59 | 2.59 |
| CARDMEMBER SERVICES | 8557 DM 2022 | AMAZON - SELF INKING RUBBE | 10/05/2022 | 10.98 | 10.98 |
| LUMBER RIDGE HOME SOURC | A157145 | UPS SHIPPING | 09/30/2022 | 28.96 | .00 |
| Total 001-1100-65060 OFFICE SUPPLIES: | | | | 42.53 | 13.57 |
| 001-1100-65102 INVESTIGATION | | | | | |
| US CELLULAR | 453072630 202 | CAMERA | 10/02/2022 | 9.49 | 9.49 |
| US CELLULAR | 453072630 202 | CAMERA | 10/02/2022 | 9.49 | 9.49 |
| Total 001-1100-65102 INVESTIGATION: | | | | 18.98 | 18.98 |
| 001-1100-65130 COMPUTER SUPPLIES | | | | | |
| CARDMEMBER SERVICES | 8557 DM 2022 | AMAZON - FLASH DRIVES | 10/05/2022 | 46.33 | 46.33 |
| CONVERGINT TECHNOLOGIES | IN00029075 | LICENSE FEE | 09/19/2022 | 186.38 | 186.38 |
| Total 001-1100-65130 COMPUTER SUPPLIES: | | | | 232.71 | 232.71 |
| 001-1220-64950 CONTRACTS | | | | | |
| STATE OF IOWA | 2022 09 30 | AUG 17 2022 - SEPT 30 2022 M | 09/30/2022 | 412.05 | .00 |
| Total 001-1220-64950 CONTRACTS: | | | | 412.05 | .00 |
| 001-1500-63100 BUILDING | | | | | |
| HAWKEYE FIRE & SAFETY COM | 124664 | ANNUAL FIRE EXT INSPECTION | 09/27/2022 | 17.00 | .00 |
| HORAN CLEANING LLC | 1486 | MONTHLY FD CLEANING - SEP | 10/01/2022 | 96.00 | .00 |
| JAMES KYLE WHITAKER | 3076 | BUILDING WASH/STEPS/WINDO | 10/04/2022 | 2,450.00 | .00 |
| LUMBER RIDGE HOME SOURC | A56741 | FLIP COVER | 09/20/2022 | 7.19 | .00 |
| Total 001-1500-63100 BUILDING: | | | | 2,570.19 | .00 |
| 001-1500-63310 VEHICLE | | | | | |
| WEX BANK | 84060121 | FUEL PURCHASES | 09/30/2022 | 184.48 | 184.48 |
| Total 001-1500-63310 VEHICLE: | | | | 184.48 | 184.48 |
| 001-1500-63730 COMMUNICATIONS | | | | | |
| MEDIACOM COMMUNICATIONS | 0003535 2022 | PHONE/INTERNET SERVICE | 10/16/2022 | 260.10 | .00 |
| Total 001-1500-63730 COMMUNICATIONS: | | | | 260.10 | .00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|---------------------------------------|----------------|-----------------------------|--------------|--------------------|-------------|
| 001-1500-63810 UTILITIES | | | | | |
| ALLIANT ENERGY | 0106966292 20 | ELECTRIC SERVICE | 09/28/2022 | 44.31 | 44.31 |
| ALLIANT ENERGY | 4830253977 20 | ELECTRIC SERVICE | 10/06/2022 | 24.09 | 24.09 |
| ALLIANT ENERGY | 8600344075 20 | ELECTRIC SERVICE | 09/20/2022 | 23.82 | 23.82 |
| EAGLE POINT ENERGY 5 LLC | OELWEIN 48 | ELECTRIC SERVICE | 10/05/2022 | 179.06 | 179.06 |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE | 10/01/2022 | 32.88 | 32.88 |
| Total 001-1500-63810 UTILITIES: | | | | 304.16 | 304.16 |
| 001-1500-65041 EQUIPMENT | | | | | |
| CARDMEMBER SERVICES | 8023 JL 2022 1 | LIBERTY FLAG POLES - SOLAR | 10/05/2022 | 325.00 | 325.00 |
| CARDMEMBER SERVICES | 8023 JL 2022 1 | B&H PHOTO - CAMERAS FOR E | 10/05/2022 | 383.52 | 383.52 |
| Total 001-1500-65041 EQUIPMENT: | | | | 708.52 | 708.52 |
| 001-1700-63730 COMMUNICATIONS | | | | | |
| BIGLEAF NETWORKS INC | INV43307 | PRIORITIZING BANDWIDTH - M | 10/01/2022 | 39.80 | .00 |
| Total 001-1700-63730 COMMUNICATIONS: | | | | 39.80 | .00 |
| 001-1700-63750 CELLULAR/PAGING | | | | | |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 28.16 | 28.16 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 31.23 | 31.23 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 54.70 | 54.70 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 44.69 | 44.69 |
| US CELLULAR | 453072630 202 | TABLET | 10/02/2022 | 80.00 | 80.00 |
| US CELLULAR | 453072630 202 | TABLET | 10/02/2022 | 52.23 | 52.23 |
| Total 001-1700-63750 CELLULAR/PAGING: | | | | 291.01 | 291.01 |
| 001-1700-65041 EQUIPMENT | | | | | |
| ACE HARDWARE | B105018 | PADLOCK/SHIPPING | 09/15/2022 | 185.88 | .00 |
| Total 001-1700-65041 EQUIPMENT: | | | | 185.88 | .00 |
| 001-1700-65060 OFFICE SUPPLIES | | | | | |
| ACE HARDWARE | A251013 | BATTERIES | 09/29/2022 | 13.99 | .00 |
| BERGANKDV TECHNOLOGY & | CW129202 | PREMIUM OFFICE 365 | 09/08/2022 | 50.00 | 50.00 |
| STOREY KENWORTHY CORP | PINV1025181 | TONERS | 09/01/2022 | 313.85 | .00 |
| Total 001-1700-65060 OFFICE SUPPLIES: | | | | 377.84 | 50.00 |
| 001-1700-65070 SUPPLIES | | | | | |
| ACE HARDWARE | B105352 | ORANGE GUARD | 09/22/2022 | 16.99 | .00 |
| Total 001-1700-65070 SUPPLIES: | | | | 16.99 | .00 |
| 001-1900-64950 CONTRACTS | | | | | |
| OELWEIN VETERINARY CLINIC | 265443 265444 | ANIMAL BOARD/DISPOSAL | 08/31/2022 | 326.00 | .00 |
| Total 001-1900-64950 CONTRACTS: | | | | 326.00 | .00 |
| 001-2510-64110 LEGAL EXPENSE | | | | | |
| DILLON LAW PC | 11433 | SEPT LEGAL SERVICE - ABATE | 09/26/2022 | 816.28 | .00 |
| FAYETTE COUNTY CLERK OF C | 01331 FM9999 | DISMISSED/DEFERRED FEES | 09/21/2022 | 760.00 | .00 |
| FAYETTE COUNTY CLERK OF C | OECICV05619 | STAY ORDER - WRIGHT 27 S FR | 10/04/2022 | 6,500.00 | 6,500.00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|--|----------------|-----------------------------|--------------|--------------------|-------------|
| Total 001-2510-64110 LEGAL EXPENSE: | | | | 8,076.28 | 6,500.00 |
| 001-2510-64950 CONTRACTS | | | | | |
| ROBERT T NEWTON | 423300-01 | SEPTEMBER MOWING CONTR | 10/01/2022 | 1,050.00 | .00 |
| Total 001-2510-64950 CONTRACTS: | | | | 1,050.00 | .00 |
| 001-2800-63100 BUILDING | | | | | |
| FAREWAY STORES INC | 00032724 | BOUNTY/TP/PINESOL/SUFACE | 09/06/2022 | 67.33 | .00 |
| HAWKEYE FIRE & SAFETY COM | 125293 | ANNUAL FIRE EXT INSPECTION | 09/27/2022 | 62.50 | .00 |
| JOHN DEERE FINANCIAL F.S.B. | 2891759 | SOFTENER SALT | 09/19/2022 | 23.96 | 23.96 |
| LUMBER RIDGE HOME SOURC | A156717 | PLYWOOD | 09/20/2022 | 93.32 | .00 |
| SCOTT J. BLAKE | 1235 | REPAIRS TO WIND SOCK POLE | 05/16/2022 | 2,375.00 | 2,375.00 |
| Total 001-2800-63100 BUILDING: | | | | 2,622.11 | 2,398.96 |
| 001-2800-63730 COMMUNICATIONS | | | | | |
| AUREON COMMUNICATIONS | 0789004155 20 | AIRPORT PHONE SERVICE | 10/01/2022 | 31.72 | 31.72 |
| COMMUNITY DIGITAL WIRELES | 0510000374 20 | AIRPORT INTERNET SERVICE | 10/01/2022 | 43.95 | 43.95 |
| Total 001-2800-63730 COMMUNICATIONS: | | | | 75.67 | 75.67 |
| 001-2800-63810 UTILITIES | | | | | |
| BLACKHAWK WASTE DISPOSA | 04-210985 202 | GARBAGE PICKUP | 10/01/2022 | 33.60 | .00 |
| EAGLE POINT ENERGY 5 LLC | OELWEIN 48 | ELECTRIC SERVICE | 10/05/2022 | 293.75 | 293.75 |
| Total 001-2800-63810 UTILITIES: | | | | 327.35 | 293.75 |
| 001-2800-64950 CONTRACTS | | | | | |
| TEGELER AVIATION LLC | 2022 10 01 | OCTOBER FBO FEE | 10/01/2022 | 2,941.00 | .00 |
| Total 001-2800-64950 CONTRACTS: | | | | 2,941.00 | .00 |
| 001-4100-61990 EMPLOYEE PERSONNEL EXPENSE | | | | | |
| CARDMEMBER SERVICES | 8198 SM 2022 | STATE LIBRARY OF IOWA - LEA | 10/05/2022 | 15.00 | 15.00 |
| SUSAN MACKEN | 2022 10 11 | FCLA DUES | 10/11/2022 | 5.00 | .00 |
| Total 001-4100-61990 EMPLOYEE PERSONNEL EXPENSE: | | | | 20.00 | 15.00 |
| 001-4100-63100 BUILDING | | | | | |
| HAWKEYE FIRE & SAFETY COM | 124665 | ANNUAL FIRE EXT INSPECTION | 09/27/2022 | 24.00 | .00 |
| HOMETOWN PEST CONTROL | 84269 | PEST CONTROL | 10/10/2022 | 80.00 | .00 |
| Total 001-4100-63100 BUILDING: | | | | 104.00 | .00 |
| 001-4100-63730 COMMUNICATIONS | | | | | |
| WINDSTREAM | 751585567 | LIBRARY PHONE SERVICE | 10/01/2022 | 148.01 | 148.01 |
| Total 001-4100-63730 COMMUNICATIONS: | | | | 148.01 | 148.01 |
| 001-4100-63810 UTILITIES | | | | | |
| ALLIANT ENERGY | 5998790000 20 | LIBRARY GAS SERVICE | 09/20/2022 | 35.77 | 35.77 |
| ALLIANT ENERGY | 5998790000 20 | LIBRARY ELECTRIC SERVICE | 09/20/2022 | 1,691.75 | 1,691.75 |
| EAGLE POINT ENERGY 5 LLC | OELWEIN 48 | ELECTRIC SERVICE | 10/05/2022 | 780.08 | 780.08 |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE | 10/01/2022 | 58.55 | 58.55 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|--|----------------|-----------------------------|--------------|--------------------|-------------|
| Total 001-4100-63810 UTILITIES: | | | | 2,566.15 | 2,566.15 |
| 001-4100-64090 JANITORIAL | | | | | |
| JOHN DEERE FINANCIAL F.S.B. | 2897908 | JANITORIAL SUPPLIES - TRASH | 10/08/2022 | 68.92 | 68.92 |
| QUILL.COM | 27927428 | JANITORIAL SUPPLIES | 09/23/2022 | 47.50 | .00 |
| Total 001-4100-64090 JANITORIAL: | | | | 116.42 | 68.92 |
| 001-4100-64092 MOWING SAUR LOT | | | | | |
| SCHMITT CLEANING SERVICES | 2543 | MOWING | 10/01/2022 | 118.00 | .00 |
| Total 001-4100-64092 MOWING SAUR LOT: | | | | 118.00 | .00 |
| 001-4100-64950 CONTRACTS | | | | | |
| SCHMITT CLEANING SERVICES | 2543 | CUSTODIAL SERVICES | 10/01/2022 | 1,104.29 | .00 |
| Total 001-4100-64950 CONTRACTS: | | | | 1,104.29 | .00 |
| 001-4100-65060 OFFICE SUPPLIES | | | | | |
| SUSAN MACKEN | 2022 10 11 | POST CARD STAMPS | 10/11/2022 | 44.00 | .00 |
| UNIQUE MANAGEMENT | 6105329 | COLLECTION SERVICE | 10/01/2022 | 23.30 | .00 |
| UNIQUE MANAGEMENT | 6105329 | COLLECTION SERVICE | 10/01/2022 | 69.90 | .00 |
| Total 001-4100-65060 OFFICE SUPPLIES: | | | | 137.20 | .00 |
| 001-4100-65072 BOOKS - ENRICH IOWA | | | | | |
| QUILL.COM | 27927428 | CONSTRUCTION PAPER | 09/23/2022 | 2.40 | .00 |
| Total 001-4100-65072 BOOKS - ENRICH IOWA: | | | | 2.40 | .00 |
| 001-4100-65077 PASSPORT EXPENSES | | | | | |
| SUSAN MACKEN | 2022 10 11 | PASSPORTS | 10/11/2022 | 73.50 | .00 |
| Total 001-4100-65077 PASSPORT EXPENSES: | | | | 73.50 | .00 |
| 001-4100-65220 BOOKS,FILM,CD'S,ETC | | | | | |
| BAKER & TAYLOR | L5050572 2022 | BOOKS | 09/30/2022 | 1,075.98 | .00 |
| BAKER & TAYLOR | L5050572 2022 | JUVENILE BOOKS | 09/30/2022 | 185.74 | .00 |
| BAKER & TAYLOR | L5050572 2022 | CD BOOKS | 09/30/2022 | 163.55 | .00 |
| BETTER HOMES AND GARDEN | 2022 10 11 | MAGAZINE SUBSCRIPTION RE | 10/11/2022 | 15.00 | .00 |
| BIRDS & BLOOMS | 2022 10 11 | MAG SUB RENEWAL | 10/11/2022 | 14.98 | .00 |
| CARDMEMBER SERVICES | 8198 SM 2022 | AMAZON - MOVIES | 10/05/2022 | 145.35 | 145.35 |
| CARDMEMBER SERVICES | 8198 SM 2022 | AMAZON - BOOKS | 10/05/2022 | 29.98 | 29.98 |
| MIDWEST TAPE LLC | 502772346 | EBOOKS & MOVIES | 10/04/2022 | 1,500.00 | .00 |
| OUR IOWA MAGAZINE | 2022 10 11 | MAG SUB RENEWAL | 10/11/2022 | 19.98 | .00 |
| READER'S DIGEST | 2022 10 11 | MAGAZINE SUBSCRIPTION | 10/11/2022 | 22.00 | .00 |
| Total 001-4100-65220 BOOKS,FILM,CD'S,ETC: | | | | 3,172.56 | 175.33 |
| 001-4300-61990 EMPLOYEE PERSONNEL EXPENSE | | | | | |
| CARDMEMBER SERVICES | 9480 JJ 2022 1 | ED 5TH ANNUAL IOWA - TRAILS | 10/05/2022 | 85.00 | 85.00 |
| Total 001-4300-61990 EMPLOYEE PERSONNEL EXPENSE: | | | | 85.00 | 85.00 |
| 001-4300-63200 BUILDING | | | | | |
| HAWKEYE FIRE & SAFETY COM | 124666 | ANNUAL FIRE EXT INSPECTION | 09/27/2022 | 161.90 | .00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|---|----------------|----------------------------|--------------|--------------------|-------------|
| Total 001-4300-63200 BUILDING: | | | | 161.90 | .00 |
| 001-4300-63210 TRAILS MAINTENANCE | | | | | |
| JOHN DEERE FINANCIAL F.S.B. | 2888396 | NUTS & BOLTS/HOSE CLAMPS/ | 09/09/2022 | 39.62 | 39.62 |
| Total 001-4300-63210 TRAILS MAINTENANCE: | | | | 39.62 | 39.62 |
| 001-4300-63310 VEHICLE | | | | | |
| AVALON TIRE | 1-38888 | TIRES - P1 | 10/13/2022 | 872.96 | .00 |
| Total 001-4300-63310 VEHICLE: | | | | 872.96 | .00 |
| 001-4300-63730 COMMUNICATIONS | | | | | |
| AUREON COMMUNICATIONS | 0789004155 20 | PARKS PHONE SERVICE | 10/01/2022 | 62.03 | 62.03 |
| BIGLEAF NETWORKS INC | INV43308 | PRIORITIZING BANDWIDTH - M | 10/01/2022 | 49.75 | .00 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 58.68 | 58.68 |
| Total 001-4300-63730 COMMUNICATIONS: | | | | 170.46 | 120.71 |
| 001-4300-63810 UTILITIES | | | | | |
| ALLIANT ENERGY | 0106966292 20 | ELECTRIC SERVICE | 09/28/2022 | 135.83 | 135.83 |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE | 10/01/2022 | 90.63 | 90.63 |
| Total 001-4300-63810 UTILITIES: | | | | 226.46 | 226.46 |
| 001-4300-64090 RESTROOM/SHELTER CLEANING | | | | | |
| HORAN CLEANING LLC | 1486 | MONTHLY PARK CLEANING SE | 10/01/2022 | 647.00 | .00 |
| Total 001-4300-64090 RESTROOM/SHELTER CLEANING: | | | | 647.00 | .00 |
| 001-4300-65041 EQUIPMENT | | | | | |
| EDWARD R GINGERICH | 2022 10 03 | CHAINSAW BLADES | 10/03/2022 | 49.11 | .00 |
| JOHN DEERE FINANCIAL F.S.B. | P43428 | CHAINSAW SUPPLIES | 09/09/2022 | 179.34 | 179.34 |
| JOHN DEERE FINANCIAL F.S.B. | P44498 | CHAINSAW BAR | 09/22/2022 | 39.99 | 39.99 |
| RICHARD L JOHNSON | 19491 | LABOR - BRAZE HYD CYLINDE | 10/17/2022 | 65.00 | .00 |
| Total 001-4300-65041 EQUIPMENT: | | | | 333.44 | 219.33 |
| 001-4300-65060 OFFICE SUPPLIES | | | | | |
| BERGANKDV TECHNOLOGY & | CW129202 | PREMIUM OFFICE 365 | 09/08/2022 | 12.50 | 12.50 |
| Total 001-4300-65060 OFFICE SUPPLIES: | | | | 12.50 | 12.50 |
| 001-4300-65070 SUPPLIES | | | | | |
| ACE HARDWARE | A250803 | 17 GAL UTILITY TUB | 09/27/2022 | 59.96 | .00 |
| ACE HARDWARE | A250810 | BAR CHAIN OIL | 09/27/2022 | 33.98 | .00 |
| ACE HARDWARE | A250983 | HOE | 09/29/2022 | 40.98 | .00 |
| ACE HARDWARE | B104887 | ANTIFREEZE/VALVE FLAP | 09/13/2022 | 66.99 | .00 |
| CARDMEMBER SERVICES | 9480 JJ 2022 1 | ADOBE - ANNUAL SUB | 10/05/2022 | 38.15 | 38.15 |
| JOHN DEERE FINANCIAL F.S.B. | 2892891 | DOWEL | 09/23/2022 | 3.79 | 3.79 |
| JOHN DEERE FINANCIAL F.S.B. | 2892914 | RAKE | 09/23/2022 | 15.99 | 15.99 |
| JOHN DEERE FINANCIAL F.S.B. | 2894085 | PLIERS/LEVERLOCK | 09/27/2022 | 40.97 | 40.97 |
| JOHN DEERE FINANCIAL F.S.B. | P44853 | CHAINSAW SUPPLIES | 09/27/2022 | 107.50 | 107.50 |
| LUMBER RIDGE HOME SOURC | L1224 | TREATED 4X4X8/QUIKRETE | 09/26/2022 | 394.56 | .00 |
| PAUL MANSKE | 4105 | LINDEN TREE | 10/17/2022 | 159.99 | .00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|--|----------------|----------------------------|--------------|--------------------|-------------|
| Total 001-4300-65070 SUPPLIES: | | | | 962.86 | 206.40 |
| 001-4320-63730 COMMUNICATIONS | | | | | |
| US CELLULAR | 453072630 202 | INTERNET - CAMPGROUND | 10/02/2022 | 81.15 | 81.15 |
| Total 001-4320-63730 COMMUNICATIONS: | | | | 81.15 | 81.15 |
| 001-4320-63810 UTILITIES | | | | | |
| ALLIANT ENERGY | 8600344075 20 | ELECTRIC SERVICE | 09/20/2022 | 2,316.05 | 2,316.05 |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE | 10/01/2022 | 282.74 | 282.74 |
| Total 001-4320-63810 UTILITIES: | | | | 2,598.79 | 2,598.79 |
| 001-4320-65070 SUPPLIES | | | | | |
| ACE HARDWARE | A249410 | CLEANING SUPPLIES | 09/09/2022 | 34.14 | .00 |
| Total 001-4320-65070 SUPPLIES: | | | | 34.14 | .00 |
| 001-4400-63730 COMMUNICATIONS | | | | | |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 50.69 | 50.69 |
| Total 001-4400-63730 COMMUNICATIONS: | | | | 50.69 | 50.69 |
| 001-4400-63810 UTILITIES | | | | | |
| ALLIANT ENERGY | 8600344075 20 | ELECTRIC SERVICE | 09/20/2022 | 37.02 | 37.02 |
| Total 001-4400-63810 UTILITIES: | | | | 37.02 | 37.02 |
| 001-4400-65260 VOLLEYBALL | | | | | |
| TREASURER STATE OF IOWA | 1-33-000974 2 | AUG SALES TAX | 08/31/2022 | 7.00 | 7.00 |
| Total 001-4400-65260 VOLLEYBALL: | | | | 7.00 | 7.00 |
| 001-4400-65270 LITTLE LEAGUE | | | | | |
| TREASURER STATE OF IOWA | 1-33-000974 2 | AUG SALES TAX | 08/31/2022 | 32.71 | 32.71 |
| Total 001-4400-65270 LITTLE LEAGUE: | | | | 32.71 | 32.71 |
| 001-4400-65280 FLAG FOOTBALL | | | | | |
| CARDMEMBER SERVICES | 3397 JR 2022 | AMAZON - WHISTLES | 10/05/2022 | 63.90 | 63.90 |
| TREASURER STATE OF IOWA | 1-33-000974 2 | AUG SALES TAX | 08/31/2022 | 12.23 | 12.23 |
| Total 001-4400-65280 FLAG FOOTBALL: | | | | 76.13 | 76.13 |
| 001-4410-63100 BUILDING | | | | | |
| HAWKEYE FIRE & SAFETY COM | 124668 | ANNUAL FIRE EXT INSPECTION | 09/27/2022 | 21.00 | .00 |
| Total 001-4410-63100 BUILDING: | | | | 21.00 | .00 |
| 001-4410-63730 COMMUNICATIONS | | | | | |
| MEDIACOM COMMUNICATIONS | 00090674 2022 | POOL PHONE/INTERNET SERVI | 10/09/2022 | 154.50 | 154.50 |
| Total 001-4410-63730 COMMUNICATIONS: | | | | 154.50 | 154.50 |
| 001-4410-64180 SALES TAX - ADMISSIONS | | | | | |
| TREASURER STATE OF IOWA | 1-33-000974 2 | AUG SALES TAX | 08/31/2022 | 218.29 | 218.29 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|--|----------------|----------------------------|--------------|--------------------|-------------|
| Total 001-4410-64180 SALES TAX - ADMISSIONS: | | | | 218.29 | 218.29 |
| 001-4410-65070 SUPPLIES | | | | | |
| ACE HARDWARE | A250904 | FASTENERS | 09/28/2022 | 41.45 | .00 |
| JOHN DEERE FINANCIAL F.S.B. | 2890816 | ANIT-FREEZE | 09/16/2022 | 78.96 | 78.96 |
| Total 001-4410-65070 SUPPLIES: | | | | 120.41 | 78.96 |
| 001-4500-63100 BUILDING | | | | | |
| HAWKEYE FIRE & SAFETY COM | 124662 | ANNUAL FIRE EXT INSPECTION | 09/27/2022 | 96.70 | .00 |
| MANATTS INC | 5081886 | CONCRETE - FOUNDATIONS | 10/11/2022 | 653.63 | .00 |
| Total 001-4500-63100 BUILDING: | | | | 750.33 | .00 |
| 001-4500-63730 COMMUNICATIONS | | | | | |
| MEDIACOM COMMUNICATIONS | 0003535 2022 | PHONE/INTERNET SERVICE | 10/16/2022 | 44.92 | .00 |
| Total 001-4500-63730 COMMUNICATIONS: | | | | 44.92 | .00 |
| 001-4500-63810 UTILITIES | | | | | |
| EAGLE POINT ENERGY 5 LLC | OELWEIN 48 | ELECTRIC SERVICE | 10/05/2022 | 84.63 | 84.63 |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE | 10/01/2022 | 91.76 | 91.76 |
| Total 001-4500-63810 UTILITIES: | | | | 176.39 | 176.39 |
| 001-4500-65041 EQUIPMENT | | | | | |
| JOHN DEERE FINANCIAL F.S.B. | 2894084 | OIL | 09/27/2022 | 40.47 | 40.47 |
| Total 001-4500-65041 EQUIPMENT: | | | | 40.47 | 40.47 |
| 001-4500-65070 SUPPLIES | | | | | |
| LUMBER RIDGE HOME SOURC | A157108 | GRADE STAKE | 09/29/2022 | 27.98 | .00 |
| LUMBER RIDGE HOME SOURC | B82164 | GRAFFITI REMOVE/1X4X16 | 09/26/2022 | 61.19 | .00 |
| Total 001-4500-65070 SUPPLIES: | | | | 89.17 | .00 |
| 001-6200-61990 EMPLOYEE PERSONNEL EXPENSE | | | | | |
| BARB RIGDON | 2022 10 03 | REIMBURSE - MILEAGE IA LEA | 10/03/2022 | 14.16 | 14.16 |
| CARDMEMBER SERVICES | 8557 DM 2022 | HILTON HOTELS- LODGING DM | 10/05/2022 | 822.52 | 822.52 |
| IOWA LEAGUE OF CITIES | 2022 10 | REGISTRATION FEES BUDGET | 10/17/2022 | 50.00 | 50.00 |
| IOWA STATE UNIVERSITY | 12220 2022 09 | OCT 2022 CLERK CLASSES 122 | 09/28/2022 | 35.00 | 35.00 |
| IOWA STATE UNIVERSITY | 12262 2022 09 | OCT 2022 CLERK CLASSES 122 | 09/28/2022 | 19.00 | 19.00 |
| IOWA STATE UNIVERSITY | 12263 2022 09 | OCT 2022 CLERK CLASSES 122 | 09/28/2022 | 51.00 | 51.00 |
| KAYLONNA MCKEE | 2022 09 19 | REIMBURSEMENT - MEALS/LO | 09/19/2022 | 19.69 | 19.69 |
| NORTHEAST IOWA COMMUNIT | 32999 | CLASS - UNDERSTANDING MUL | 09/28/2022 | 102.00 | .00 |
| Total 001-6200-61990 EMPLOYEE PERSONNEL EXPENSE: | | | | 1,113.37 | 1,011.37 |
| 001-6200-63100 BUILDING | | | | | |
| HAWKEYE FIRE & SAFETY COM | 124663 | ANNUAL FIRE EXT INSPECTION | 09/27/2022 | 24.00 | .00 |
| SCHWICKERT'S TECTA AMERIC | S510099500 | PRIORITY A REPAIRS - ROOF | 09/27/2022 | 773.33 | .00 |
| Total 001-6200-63100 BUILDING: | | | | 797.33 | .00 |
| 001-6200-63730 COMMUNICATIONS | | | | | |
| AT&T MOBILITY LLC | 287315354942 | FIRSTNET INTERNET SERVICE | 09/28/2022 | 10.32 | 10.32 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|---|----------------|----------------------------|--------------|-----------------------|-------------|
| BIGLEAF NETWORKS INC | INV43307 | PRIORITIZING BANDWIDTH - M | 10/01/2022 | 39.80 | .00 |
| MEDIACOM COMMUNICATIONS | 0003535 2022 | PHONE/INTERNET SERVICE | 10/16/2022 | 103.98 | .00 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 68.03 | 68.03 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 35.76 | 35.76 |
| Total 001-6200-63730 COMMUNICATIONS: | | | | 257.89 | 114.11 |
| 001-6200-63810 UTILITIES | | | | | |
| ALLIANT ENERGY | 3251285412 20 | ELECTRIC & GAS SERVICE 25 | 10/07/2022 | 71.96 | 71.96 |
| ALLIANT ENERGY | 8482421000 20 | ELECTRIC SERVICE - CAR CHA | 10/06/2022 | 8.17 | 8.17 |
| EAGLE POINT ENERGY 5 LLC | OELWEIN 48 | ELECTRIC SERVICE | 10/05/2022 | 76.74 | 76.74 |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE | 10/01/2022 | 17.30 | 17.30 |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE - 25 | 10/01/2022 | 45.63 | 45.63 |
| Total 001-6200-63810 UTILITIES: | | | | 219.80 | 219.80 |
| 001-6200-64010 AUDIT | | | | | |
| T P ANDERSON & COMPANY PC | 46778 | CONT'D WORK & SINGLE AUDIT | 09/30/2022 | 3,150.00 | .00 |
| T P ANDERSON & COMPANY PC | 46877 | COMPLETION - AUDIT FIELD W | 10/12/2022 | 1,645.00 | .00 |
| Total 001-6200-64010 AUDIT: | | | | 4,795.00 | .00 |
| 001-6200-64090 JANITORIAL | | | | | |
| HORAN CLEANING LLC | 1486 | MONTHLY CITY HALL CLEANIN | 10/01/2022 | 118.33 | .00 |
| Total 001-6200-64090 JANITORIAL: | | | | 118.33 | .00 |
| 001-6200-64110 LEGAL EXPENSE | | | | | |
| DILLON LAW PC | 11434 | SEPT LEGAL SERVICE | 09/26/2022 | 354.63 | .00 |
| Total 001-6200-64110 LEGAL EXPENSE: | | | | 354.63 | .00 |
| 001-6200-64140 LEGAL PUBLICATION | | | | | |
| OELWEIN PUBLISHING CO | 303776041 | WAGES FY 2021-22 | 09/03/2022 | 81.00 | .00 |
| OELWEIN PUBLISHING CO | 303782452 | SEPT 12 MINUTES | 09/17/2022 | 52.83 | .00 |
| Total 001-6200-64140 LEGAL PUBLICATION: | | | | 133.83 | .00 |
| 001-6200-64950 CONTRACTS | | | | | |
| CIVICPLUS, LLC | 239637 | MUNICODE MEETINGS PREMIU | 10/01/2022 | 1,248.33 | .00 |
| CIVICPLUS, LLC | 240854 | MUNICODE CONTRACT BASE/I | 09/23/2022 | 6.14 | .00 |
| Total 001-6200-64950 CONTRACTS: | | | | 1,254.47 | .00 |
| 001-6200-65060 OFFICE SUPPLIES | | | | | |
| ACE HARDWARE | A251013 | BATTERIES DOORBELL | 09/29/2022 | 4.99 | .00 |
| ACE HARDWARE | B104512 | LUNCH AND LEARN SUPPLIES | 09/07/2022 | 7.33 | .00 |
| BERGANKDV TECHNOLOGY & | CW129202 | PREMIUM OFFICE 365 | 09/08/2022 | 37.50 | 37.50 |
| BERGANKDV TECHNOLOGY & | CW129202 | HOSTED EXCHANGE | 09/08/2022 | 28.00 | 28.00 |
| BERGANKDV TECHNOLOGY & | CW129370 | EMAIL SECURITY | 09/08/2022 | 38.00 | 38.00 |
| BERGANKDV TECHNOLOGY & | CW129397 | WEBROOT | 09/08/2022 | 32.00 | 32.00 |
| CARDMEMBER SERVICES | 8557 DM 2022 | ADOBE - MONTHLY SUB | 10/05/2022 | 30.01 | 30.01 |
| COPY SYSTEMS INC | IN461956 | COPIER MAINT SUPPORT | 10/10/2022 | 11.22 | .00 |
| OFFICE TOWNE INC | 121150 | TONERS/PENS/DOOR STOP | 10/07/2022 | 221.09 | .00 |
| QUADIENT LEASING USA INC | N9612136 | NOV - JAN POSTAGE METER LE | 10/02/2022 | 82.28 | .00 |
| STOREY KENWORTHY CORP | PINV1025212 | CORRECTION TAPE | 09/01/2022 | 5.59 | .00 |
| STOREY KENWORTHY CORP | PINV1029559 | THERMAL PAPER ROLLS/CALC | 09/15/2022 | 8.51 | .00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|--|----------------|-----------------------------|--------------|-----------------------|-------------|
| Total 001-6200-65060 OFFICE SUPPLIES: | | | | 506.52 | 165.51 |
| 110-2100-61990 EMPLOYEE PERSONNEL EXPENSE | | | | | |
| HERB DOUDNEY | 2022 09 27 | REIMBURSEMENT - MEALS | 09/27/2022 | 13.78 | 13.78 |
| VICTOR KANE | 2022 09 27 | REIMBURSEMENT - MEALS | 09/27/2022 | 14.33 | 14.33 |
| Total 110-2100-61990 EMPLOYEE PERSONNEL EXPENSE: | | | | 28.11 | 28.11 |
| 110-2100-63100 BUILDING | | | | | |
| CARDMEMBER SERVICES | 1638 VK 2022 | PLACARD KITS | 10/05/2022 | 66.66 | 66.66 |
| HAWKEYE FIRE & SAFETY COM | 124669 | ANNUAL FIRE EXT INSPECTION | 09/27/2022 | 127.85 | .00 |
| Total 110-2100-63100 BUILDING: | | | | 194.51 | 66.66 |
| 110-2100-63310 VEHICLE | | | | | |
| AVALON TIRE | 1-GS38865 | TIRES - S1 | 10/11/2022 | 842.44 | .00 |
| CROSSROADS MOBILE MAINT | 203S2677 | REPAIRS - BOOM TRUCK | 10/12/2022 | 5,719.92 | .00 |
| DONS TRUCK SALES INC | 533883 | BUSHING/TUBE/SCREW | 10/12/2022 | 61.38 | .00 |
| Total 110-2100-63310 VEHICLE: | | | | 6,623.74 | .00 |
| 110-2100-63730 COMMUNICATIONS | | | | | |
| BIGLEAF NETWORKS INC | INV43308 | PRIORITIZING BANDWIDTH - M | 10/01/2022 | 49.75 | .00 |
| MEDIACOM COMMUNICATIONS | 0003535 2022 | PHONE/INTERNET SERVICE | 10/16/2022 | 44.92 | .00 |
| MEDIACOM COMMUNICATIONS | 00116348 2022 | STREETS INTERNET SERVICE | 09/28/2022 | 82.99 | 82.99 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 37.80 | 37.80 |
| Total 110-2100-63730 COMMUNICATIONS: | | | | 215.46 | 120.79 |
| 110-2100-63810 UTILITIES | | | | | |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE | 10/01/2022 | 41.20 | 41.20 |
| Total 110-2100-63810 UTILITIES: | | | | 41.20 | 41.20 |
| 110-2100-64950 CONTRACTS | | | | | |
| ORIGIN DESIGN CO | 77908 | PAID 2015 NBIS BRIDGE INSPE | 09/28/2022 | 1,470.00 | .00 |
| TRACKER SOFTWARE CORPO | 370-005 | PUBWORKS ANNUAL SUP/MAIN | 10/01/2022 | 1,263.33 | .00 |
| Total 110-2100-64950 CONTRACTS: | | | | 2,733.33 | .00 |
| 110-2100-65041 EQUIPMENT | | | | | |
| ARNOLD MOTOR SUPPLY LLP | 09NV080574 | BATTERIES - JD 570 GRADER | 10/11/2022 | 266.92 | .00 |
| BLUETARP FINANCIAL INC | 50876647 | 18 GAL TANK W/ELEC SEN | 09/22/2022 | 359.99 | .00 |
| HOUSBY HEAVY EQUIPMENT, L | P56190 | NIPPLE/HYD FLUID | 10/05/2022 | 140.82 | .00 |
| JOHN DEERE FINANCIAL F.S.B. | 2894397 | FUEL HOSE/HOSE CLAMPS | 09/28/2022 | 47.95 | 47.95 |
| LUMBER RIDGE HOME SOURC | B82214 | BARB INSERT | 09/28/2022 | 7.98 | .00 |
| STAR EQUIPMENT LTD | 3106657 | KIT - SPRAY PATCHER | 09/22/2022 | 210.20 | .00 |
| Total 110-2100-65041 EQUIPMENT: | | | | 1,033.86 | 47.95 |
| 110-2100-65060 OFFICE SUPPLIES | | | | | |
| BERGANKDV TECHNOLOGY & | CW129202 | PREMIUM OFFICE 365 | 09/08/2022 | 12.50 | 12.50 |
| BERGANKDV TECHNOLOGY & | CW130742 | CLOUD CONT DESKTOP | 10/11/2022 | 24.00 | .00 |
| COPY SYSTEMS INC | IN461956 | COPIER MAINT SUPPORT | 10/10/2022 | 11.22 | .00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|---------------------------------------|----------------|-------------------------------|--------------|-----------------------|-------------|
| Total 110-2100-65060 OFFICE SUPPLIES: | | | | 47.72 | 12.50 |
| 110-2100-65070 SUPPLIES | | | | | |
| ACE HARDWARE | A250452 | FASTENERS | 09/22/2022 | 8.76 | .00 |
| ACE HARDWARE | A250770 | JOINT KNIFE/PATCH CONCRET | 09/26/2022 | 35.98 | .00 |
| ARNOLD MOTOR SUPPLY LLP | 09NV079412 | HANDSOAP | 09/20/2022 | 33.09 | 33.09 |
| ARNOLD MOTOR SUPPLY LLP | 09NV080259 | FLOOR DRY | 10/05/2022 | 15.84 | .00 |
| B & L BODY REPAIR INC | 100 | CLEAN VEHICLES - SEALCOAT | 09/29/2022 | 1,300.00 | .00 |
| BMC AGGREGATES LC | 135839 | WASHED CHIPS/CONCRETE SA | 09/10/2022 | 2,414.08 | 2,414.08 |
| BMC AGGREGATES LC | 136468 | 3/4" ROADSTONE | 09/17/2022 | 834.32 | .00 |
| HOUSBY HEAVY EQUIPMENT, L | P56194 | PARK BRAKE FITTING | 10/06/2022 | 34.23 | .00 |
| HOUSBY HEAVY EQUIPMENT, L | P56196 | HYDRAULIC FLUID | 10/06/2022 | 194.18 | .00 |
| ICE MANUFACTURING INC | 1503 | SCRAP METAL | 09/28/2022 | 22.26 | .00 |
| JOHN DEERE FINANCIAL F.S.B. | 2890237 | WINDSHIELD WASHER FLUID/C | 09/14/2022 | 25.92 | 25.92 |
| JOHN DEERE FINANCIAL F.S.B. | 2894086 | NUTS & BOLTS/AIR FRESHNER/ | 09/27/2022 | 90.47 | 90.47 |
| JOHN DEERE FINANCIAL F.S.B. | 2894558 | WIRE SPOOL | 09/28/2022 | 79.00 | 79.00 |
| JOHN DEERE FINANCIAL F.S.B. | 2894813 | METAL WHEEL/GRIP FLAP DISC | 09/29/2022 | 26.42 | 26.42 |
| JOHN DEERE FINANCIAL F.S.B. | 2895094 | CUTTING BLADE/CUTOFF WHE | 09/30/2022 | 37.03 | 37.03 |
| MANATTS INC | 5079565 | CONCRETE | 09/27/2022 | 1,291.25 | .00 |
| MANATTS INC | 5080457 | CONCRETE | 10/03/2022 | 190.25 | .00 |
| MANATTS INC | 5080982 | CONCRETE | 10/05/2022 | 196.00 | .00 |
| NIEMANN ENTERPRISES, INC. | CF-21747 | 8" - 16GA GALV - CMP/8" BANDS | 08/31/2022 | 452.05 | 452.05 |
| Total 110-2100-65070 SUPPLIES: | | | | 7,281.13 | 3,158.06 |
| 110-2100-67614 STREET SIGNS | | | | | |
| ECONO SIGN & BARRICADE LL | 10-977740 | STREET SIGNS | 09/09/2022 | 293.47 | 293.47 |
| Total 110-2100-67614 STREET SIGNS: | | | | 293.47 | 293.47 |
| 110-2100-67990 CAPITAL OUTLAY | | | | | |
| THOMPSON TRUCK & TRAILER | STOCK # 1742 | 2023 INTERNATIONAL HV507 1X | 10/17/2022 | 1,647.85 | 1,647.85 |
| Total 110-2100-67990 CAPITAL OUTLAY: | | | | 1,647.85 | 1,647.85 |
| 110-2300-63810 UTILITIES | | | | | |
| ALLIANT ENERGY | 0106966292 20 | ELECTRIC SERVICE | 09/28/2022 | 398.40 | 398.40 |
| ALLIANT ENERGY | 0106966292 20 | ELECTRIC SERVICE | 09/28/2022 | 8,770.93 | 8,770.93 |
| ALLIANT ENERGY | 4830253977 20 | ELECTRIC SERVICE | 10/06/2022 | 56.90 | 56.90 |
| Total 110-2300-63810 UTILITIES: | | | | 9,226.23 | 9,226.23 |
| 110-2400-63810 UTILITIES | | | | | |
| ALLIANT ENERGY | 4830253977 20 | ELECTRIC SERVICE | 10/06/2022 | 138.34 | 138.34 |
| Total 110-2400-63810 UTILITIES: | | | | 138.34 | 138.34 |
| 110-2700-65041 EQUIPMENT | | | | | |
| ACE HARDWARE | B104828 | GARDEN HOSE/FIREMAN NOZZ | 09/13/2022 | 58.98 | .00 |
| ARNOLD MOTOR SUPPLY LLP | 09NV079412 | FILTERS | 09/20/2022 | 121.88 | 121.88 |
| ZARNOTH BRUSH WORKS INC | 0190694-IN | TUBE BROOM/DISPOSABLE GU | 08/22/2022 | 493.00 | 493.00 |
| Total 110-2700-65041 EQUIPMENT: | | | | 673.86 | 614.88 |
| 110-6200-64010 AUDIT | | | | | |
| T P ANDERSON & COMPANY PC | 46778 | CONT'D WORK & SINGLE AUDIT | 09/30/2022 | 1,800.00 | .00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|--|----------------|----------------------------|--------------|--------------------|-------------|
| T P ANDERSON & COMPANY PC | 46877 | COMPLETION - AUDIT FIELD W | 10/12/2022 | 940.00 | .00 |
| Total 110-6200-64010 AUDIT: | | | | 2,740.00 | .00 |
| 112-3820-61500 MEDICAL-HEALTH | | | | | |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 08/12/2022 | 74.66 | 74.66 |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 10/14/2022 | 68.29 | 68.29 |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 10/14/2022 | 68.29 | 68.29 |
| Total 112-3820-61500 MEDICAL-HEALTH: | | | | 211.24 | 211.24 |
| 112-3820-61600 WORKMENS COMPENSATION | | | | | |
| IMWCA | INV84764 | WORKERS COMP PREM 22-23 | 10/01/2022 | 2,159.10 | .00 |
| Total 112-3820-61600 WORKMENS COMPENSATION: | | | | 2,159.10 | .00 |
| 112-3820-61840 CLAIMS-SIDE FUND | | | | | |
| ADVANTAGE ADMINISTRATORS | 2022 09 30 | SEPT 30 MEDICAL CLAIMS | 09/30/2022 | 149.73 | 149.73 |
| ADVANTAGE ADMINISTRATORS | 2022 10 13 | OCT 13 MEDICAL CLAIMS | 10/13/2022 | 13.43 | 13.43 |
| Total 112-3820-61840 CLAIMS-SIDE FUND: | | | | 163.16 | 163.16 |
| 112-3820-61990 EMPLOYEE PERSONNEL EXPENSE | | | | | |
| ALLEN MEMORIAL HOSPITAL | 4857963 | PRE-EMPLOY PHYSICAL - B SC | 08/25/2022 | 1,531.51 | 1,531.51 |
| ALLEN OCCUPATIONAL HEALT | 147867 | PRE-EMPLOYMENT PHYSICAL - | 10/03/2022 | 227.99 | .00 |
| Total 112-3820-61990 EMPLOYEE PERSONNEL EXPENSE: | | | | 1,759.50 | 1,531.51 |
| 112-3820-62310 SAFETY | | | | | |
| IAMU | 26570 | ISEP - OCT-DEC 2022 QUARTE | 10/01/2022 | 467.88 | .00 |
| Total 112-3820-62310 SAFETY: | | | | 467.88 | .00 |
| 112-3830-61500 MEDICAL-HEALTH | | | | | |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 08/12/2022 | 30.96 | 30.96 |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 10/14/2022 | 30.96 | 30.96 |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 10/14/2022 | 30.96 | 30.96 |
| Total 112-3830-61500 MEDICAL-HEALTH: | | | | 92.88 | 92.88 |
| 112-3830-61600 WORKMENS COMPENSATION | | | | | |
| IMWCA | INV84764 | WORKERS COMP PREM 22-23 | 10/01/2022 | 2.81 | .00 |
| IMWCA | INV84764 | WORKERS COMP PREM 22-23 | 10/01/2022 | 1,636.43 | .00 |
| Total 112-3830-61600 WORKMENS COMPENSATION: | | | | 1,639.24 | .00 |
| 112-3830-62310 SAFETY | | | | | |
| IAMU | 26570 | ISEP - OCT-DEC 2022 QUARTE | 10/01/2022 | 467.88 | .00 |
| Total 112-3830-62310 SAFETY: | | | | 467.88 | .00 |
| 112-3840-61500 MEDICAL-HEALTH | | | | | |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 08/12/2022 | 30.96 | 30.96 |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 10/14/2022 | 30.96 | 30.96 |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 10/14/2022 | 30.96 | 30.96 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|--|----------------|-----------------------------|--------------|--------------------|-------------|
| Total 112-3840-61500 MEDICAL-HEALTH: | | | | 92.88 | 92.88 |
| 112-3840-61600 WORKMENS COMPENSATION | | | | | |
| IMWCA | INV84764 | WORKERS COMP PREM 22-23 | 10/01/2022 | 1,055.48 | .00 |
| Total 112-3840-61600 WORKMENS COMPENSATION: | | | | 1,055.48 | .00 |
| 112-3840-62310 SAFETY | | | | | |
| IAMU | 26570 | ISEP - OCT-DEC 2022 QUARTE | 10/01/2022 | 467.87 | .00 |
| Total 112-3840-62310 SAFETY: | | | | 467.87 | .00 |
| 112-3860-61500 MEDICAL-HEALTH | | | | | |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 08/12/2022 | 31.85 | 31.85 |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 10/14/2022 | 31.85 | 31.85 |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 10/14/2022 | 31.85 | 31.85 |
| Total 112-3860-61500 MEDICAL-HEALTH: | | | | 95.55 | 95.55 |
| 112-3860-61600 WORKMENS COMPENSATION | | | | | |
| IMWCA | INV84764 | WORKERS COMP PREM 22-23 | 10/01/2022 | 30.56 | .00 |
| Total 112-3860-61600 WORKMENS COMPENSATION: | | | | 30.56 | .00 |
| 112-3860-61830 FLEX BENEFITS Q ADM FEE ALL EE | | | | | |
| ADVANTAGE ADMINISTRATORS | PLAN # 608 20 | QRTLTY ADMIN FEE | 09/29/2022 | 164.10 | 164.10 |
| Total 112-3860-61830 FLEX BENEFITS Q ADM FEE ALL EE: | | | | 164.10 | 164.10 |
| 112-3860-62310 SAFETY | | | | | |
| IAMU | 26570 | ISEP - OCT-DEC 2022 QUARTE | 10/01/2022 | 467.87 | .00 |
| Total 112-3860-62310 SAFETY: | | | | 467.87 | .00 |
| 112-3860-64990 EMPLOYEE BENEFITS CONSULTING | | | | | |
| TASC | IN2519828 | ACA EMP REPORTING ADM FE | 10/01/2022 | 84.00 | 84.00 |
| Total 112-3860-64990 EMPLOYEE BENEFITS CONSULTING: | | | | 84.00 | 84.00 |
| 113-3900-61840 FLEX SPENDING | | | | | |
| ADVANTAGE ADMINISTRATORS | 2022 09 29 | PAYROLL DEDUCTION FLEX SP | 09/29/2022 | 876.20 | 876.20 |
| ADVANTAGE ADMINISTRATORS | 2022 09 29 | PAYROLL DEDUCTION FLEX SP | 09/29/2022 | 876.20 | 876.20 |
| Total 113-3900-61840 FLEX SPENDING: | | | | 1,752.40 | 1,752.40 |
| 123-1100-67990 POLICE CAPITAL | | | | | |
| CARDMEMBER SERVICES | 8557 DM 2022 | LIBERTY FLAG POLES | 10/05/2022 | 2,850.00 | 2,850.00 |
| ED STIVERS FORD INC | F21262 | 2022 FORD F-150 POLICE RESP | 10/19/2022 | 39,420.00 | 39,420.00 |
| Total 123-1100-67990 POLICE CAPITAL: | | | | 42,270.00 | 42,270.00 |
| 123-1700-67990 COMMUNITY DEV DEPT CAPITAL | | | | | |
| BOB BROWN CHEVROLET INC | 142981 | 2022 CHEVY COLORADO | 09/23/2022 | 26,730.00 | 26,730.00 |
| Total 123-1700-67990 COMMUNITY DEV DEPT CAPITAL: | | | | 26,730.00 | 26,730.00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|--|----------------|-----------------------------|--------------|-----------------------|-------------|
| 123-5250-67280 ADMINISTRATION CAPITAL | | | | | |
| CIVICPLUS, LLC | 241136 | REPUBLICATION | 09/28/2022 | 5,825.02 | .00 |
| MARTIN GARDNER ARCHITECT | 2200041 | 1106502 CITY HALL RENOVATIO | 10/05/2022 | 1,228.50 | 1,228.50 |
| Total 123-5250-67280 ADMINISTRATION CAPITAL: | | | | 7,053.52 | 1,228.50 |
| 136-4310-65073 TREES FOREVER | | | | | |
| CANNON'S GREENHOUSE | 163989 | 31 TREES | 10/01/2022 | 3,520.00 | .00 |
| CANNON'S GREENHOUSE | 163990 | 18 TREES | 10/01/2022 | 1,596.00 | .00 |
| Total 136-4310-65073 TREES FOREVER: | | | | 5,116.00 | .00 |
| 160-1710-63730 COMMUNICATIONS | | | | | |
| BIGLEAF NETWORKS INC | INV43307 | PRIORITIZING BANDWIDTH - M | 10/01/2022 | 39.80 | .00 |
| Total 160-1710-63730 COMMUNICATIONS: | | | | 39.80 | .00 |
| 160-1710-63750 CELLULAR/PAGING | | | | | |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 28.16 | 28.16 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 31.25 | 31.25 |
| US CELLULAR | 453072630 202 | TABLET | 10/02/2022 | 70.00 | 70.00 |
| Total 160-1710-63750 CELLULAR/PAGING: | | | | 129.41 | 129.41 |
| 160-1710-65060 OFFICE SUPPLIES | | | | | |
| STOREY KENWORTHY CORP | PINV1025181 | TONERS | 09/01/2022 | 313.85 | .00 |
| Total 160-1710-65060 OFFICE SUPPLIES: | | | | 313.85 | .00 |
| 160-5200-63730 COMMUNICATIONS | | | | | |
| AT&T MOBILITY LLC | 287315354942 | FIRSTNET INTERNET SERVICE | 09/28/2022 | 10.31 | 10.31 |
| MEDIACOM COMMUNICATIONS | 0003535 2022 | PHONE/INTERNET SERVICE | 10/16/2022 | 103.98 | .00 |
| Total 160-5200-63730 COMMUNICATIONS: | | | | 114.29 | 10.31 |
| 160-5200-64010 AUDIT | | | | | |
| T P ANDERSON & COMPANY PC | 46778 | CONT'D WORK & SINGLE AUDIT | 09/30/2022 | 2,250.00 | .00 |
| T P ANDERSON & COMPANY PC | 46877 | COMPLETION - AUDIT FIELD W | 10/12/2022 | 1,175.00 | .00 |
| Total 160-5200-64010 AUDIT: | | | | 3,425.00 | .00 |
| 160-5200-64110 LEGAL EXPENSE | | | | | |
| DILLON LAW PC | 11434 | SEPT LEGAL SERVICE | 09/26/2022 | 236.42 | .00 |
| Total 160-5200-64110 LEGAL EXPENSE: | | | | 236.42 | .00 |
| 160-5200-64133 TOURISM | | | | | |
| ALLIANT ENERGY | 8100421000 20 | ELECTRIC SERVICE | 10/07/2022 | 23.13 | 23.13 |
| Total 160-5200-64133 TOURISM: | | | | 23.13 | 23.13 |
| 160-5200-64140 LEGAL PUBLICATION | | | | | |
| OELWEIN PUBLISHING CO | 303782452 | SEPT 12 MINUTES | 09/17/2022 | 17.61 | .00 |
| Total 160-5200-64140 LEGAL PUBLICATION: | | | | 17.61 | .00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|---|----------------|-----------------------------|--------------|-----------------------|-------------|
| 160-5200-64904 JUNK HOUSE REMOVAL | | | | | |
| FAYETTE CO TREASURER | 1821152008 20 | PROPERTY TAXES - 303 2ND S | 09/28/2022 | 799.00 | 799.00 |
| Total 160-5200-64904 JUNK HOUSE REMOVAL: | | | | 799.00 | 799.00 |
| 160-5200-65060 OFFICE SUPPLIES | | | | | |
| COPY SYSTEMS INC | IN461956 | COPIER MAINT SUPPORT | 10/10/2022 | 11.22 | .00 |
| QUADIENT LEASING USA INC | N9612136 | NOV - JAN POSTAGE METER LE | 10/02/2022 | 82.28 | .00 |
| Total 160-5200-65060 OFFICE SUPPLIES: | | | | 93.50 | .00 |
| 161-5225-64030 ADMINISTRATIVE COSTS | | | | | |
| UPPER EXPLORERLAND | FY23308 | SEPT 2022 ADMIN COSTS IRP | 09/30/2022 | 1,182.07 | .00 |
| Total 161-5225-64030 ADMINISTRATIVE COSTS: | | | | 1,182.07 | .00 |
| 161-5225-64907 REVOLVING FUNDS DISBURSED | | | | | |
| SYDNEY ALBER | 2022 10 | IRP LOAN PROCEEDS | 10/13/2022 | 90,000.00 | 90,000.00 |
| Total 161-5225-64907 REVOLVING FUNDS DISBURSED: | | | | 90,000.00 | 90,000.00 |
| 167-1500-65041 EQUIPMENT | | | | | |
| CARDMEMBER SERVICES | 8023 JL 2022 1 | CASEYS - MEALS - AREA FD & | 10/05/2022 | 70.36 | 70.36 |
| FAREWAY STORES INC | 00037264 | WATER | 09/10/2022 | 26.88 | .00 |
| IOWA FIREFIGHTERS ASSOCIA | 6887 | MUTUAL AID DUES 2023 | 10/01/2022 | 260.00 | .00 |
| IOWA FIREFIGHTERS ASSOCIA | 8499 | IFA MEMBERSHIP 2023 | 10/01/2022 | 405.00 | .00 |
| Total 167-1500-65041 EQUIPMENT: | | | | 762.24 | 70.36 |
| 287-7117-68010 2020 GO BOND | | | | | |
| MILLER'S CONSTRUCTION INC | 1725 | ROAD REPAIRS - 4TH ST SW | 10/19/2022 | 80,367.86 | .00 |
| Total 287-7117-68010 2020 GO BOND: | | | | 80,367.86 | .00 |
| 302-5030-64950 CONTRACTS | | | | | |
| FOX STRAND INC | 0189294 | 2022 RES HOUSING DEMO | 10/13/2022 | 11,073.26 | .00 |
| Total 302-5030-64950 CONTRACTS: | | | | 11,073.26 | .00 |
| 307-4300-67850 CONSTRUCTION | | | | | |
| BACON CONCRETE LLC | 21-931 # 1 | PAY REQ # 1 SEGMENT 3 TRAIL | 08/31/2022 | 144,740.58 | 144,740.58 |
| BACON CONCRETE LLC | 21-931 # 2 | PAY REQ # 2 SEGMENT 3 TRAIL | 10/05/2022 | 33,369.08 | 33,369.08 |
| Total 307-4300-67850 CONSTRUCTION: | | | | 178,109.66 | 178,109.66 |
| 310-5200-64070 ENGINEERS, CONTRACTS | | | | | |
| UPPER EXPLORERLAND | FY23314 | SEPT 2022 OELWEIN PLAZA PA | 09/30/2022 | 1,503.82 | .00 |
| Total 310-5200-64070 ENGINEERS, CONTRACTS: | | | | 1,503.82 | .00 |
| 314-7522-65041 EQUIPMENT | | | | | |
| THOMPSON TRUCK & TRAILER | STOCK # 1742 | 2023 INTERNATIONAL HV507 1X | 10/17/2022 | 149,305.47 | 149,305.47 |
| Total 314-7522-65041 EQUIPMENT: | | | | 149,305.47 | 149,305.47 |
| 360-7520-64950 CONTRACTS | | | | | |
| FOX STRAND INC | 0189296 | PROJECT 7038.021 REED BED | 10/13/2022 | 3,646.00 | .00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|--|----------------|----------------------------|--------------|-----------------------|-------------|
| Total 360-7520-64950 CONTRACTS: | | | | 3,646.00 | .00 |
| 385-8125-64070 CONTRACTS, ENGINEERS | | | | | |
| FOX STRAND INC | 0189295 | OEL 2020 WATER MAIN REPLA | 10/13/2022 | 9,800.79 | .00 |
| Total 385-8125-64070 CONTRACTS, ENGINEERS: | | | | 9,800.79 | .00 |
| 393-7509-64950 CONTRACTS | | | | | |
| FEHR GRAHAM ENGINEERING | 110876 | PROJECT 22-884 POOL BACKW | 09/30/2022 | 5,697.00 | .00 |
| Total 393-7509-64950 CONTRACTS: | | | | 5,697.00 | .00 |
| 600-6200-61500 MEDICAL-HEALTH | | | | | |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 08/12/2022 | 31.85 | 31.85 |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 10/14/2022 | 31.85 | 31.85 |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 10/14/2022 | 31.85 | 31.85 |
| Total 600-6200-61500 MEDICAL-HEALTH: | | | | 95.55 | 95.55 |
| 600-6200-61600 WORKMENS COMPENSATION | | | | | |
| IMWCA | INV84764 | WORKERS COMP PREM 22-23 | 10/01/2022 | 651.94 | .00 |
| Total 600-6200-61600 WORKMENS COMPENSATION: | | | | 651.94 | .00 |
| 600-6200-61840 CLAIMS-SIDE FUND | | | | | |
| ADVANTAGE ADMINISTRATORS | 2022 10 13 | OCT 13 MEDICAL CLAIMS | 10/13/2022 | 1,009.60 | 1,009.60 |
| Total 600-6200-61840 CLAIMS-SIDE FUND: | | | | 1,009.60 | 1,009.60 |
| 600-6200-61990 EMPLOYEE PERSONNEL EXPENSE | | | | | |
| BARB RIGDON | 2022 10 03 | REIMBURSE - MILEAGE IA LEA | 10/03/2022 | 14.17 | 14.17 |
| IOWA LEAGUE OF CITIES | 2022 10 | REGISTRATION FEES BUDGET | 10/17/2022 | 50.00 | 50.00 |
| IOWA STATE UNIVERSITY | 12220 2022 09 | OCT 2022 CLERK CLASSES 122 | 09/28/2022 | 35.00 | 35.00 |
| IOWA STATE UNIVERSITY | 12262 2022 09 | OCT 2022 CLERK CLASSES 122 | 09/28/2022 | 19.00 | 19.00 |
| IOWA STATE UNIVERSITY | 12263 2022 09 | OCT 2022 CLERK CLASSES 122 | 09/28/2022 | 51.00 | 51.00 |
| KAYLONNA MCKEE | 2022 09 19 | REIMBURSEMENT - MEALS/LO | 09/19/2022 | 19.69 | 19.69 |
| NORTHEAST IOWA COMMUNIT | 32999 | CLASS - UNDERSTANDING MUL | 09/28/2022 | 102.00 | .00 |
| Total 600-6200-61990 EMPLOYEE PERSONNEL EXPENSE: | | | | 290.86 | 188.86 |
| 600-6200-63100 BUILDING | | | | | |
| SCHWICKERT'S TECTA AMERIC | S510099500 | PRIORITY A REPAIRS - ROOF | 09/27/2022 | 773.33 | .00 |
| Total 600-6200-63100 BUILDING: | | | | 773.33 | .00 |
| 600-6200-63730 COMMUNICATIONS | | | | | |
| AT&T MOBILITY LLC | 287315354942 | FIRSTNET INTERNET SERVICE | 09/28/2022 | 10.32 | 10.32 |
| BIGLEAF NETWORKS INC | INV43307 | PRIORITIZING BANDWIDTH - M | 10/01/2022 | 39.80 | .00 |
| MEDIACOM COMMUNICATIONS | 0003535 2022 | PHONE/INTERNET SERVICE | 10/16/2022 | 96.90 | .00 |
| MEDIACOM COMMUNICATIONS | 0003535 2022 | PHONE/INTERNET SERVICE | 10/16/2022 | 103.98 | .00 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 26.82 | 26.82 |
| Total 600-6200-63730 COMMUNICATIONS: | | | | 277.82 | 37.14 |
| 600-6200-63810 UTILITIES | | | | | |
| ALLIANT ENERGY | 3251285412 20 | ELECTRIC & GAS SERVICE 25 | 10/07/2022 | 71.96 | 71.96 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|---|----------------|----------------------------|--------------|-----------------------|-------------|
| ALLIANT ENERGY | 8482421000 20 | ELECTRIC SERVICE - CAR CHA | 10/06/2022 | 8.17 | 8.17 |
| EAGLE POINT ENERGY 5 LLC | OELWEIN 48 | ELECTRIC SERVICE | 10/05/2022 | 127.90 | 127.90 |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE | 10/01/2022 | 12.98 | 12.98 |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE - 25 | 10/01/2022 | 34.22 | 34.22 |
| Total 600-6200-63810 UTILITIES: | | | | 255.23 | 255.23 |
| 600-6200-64010 AUDIT | | | | | |
| T P ANDERSON & COMPANY PC | 46778 | CONT'D WORK & SINGLE AUDIT | 09/30/2022 | 900.00 | .00 |
| T P ANDERSON & COMPANY PC | 46877 | COMPLETION - AUDIT FIELD W | 10/12/2022 | 470.00 | .00 |
| Total 600-6200-64010 AUDIT: | | | | 1,370.00 | .00 |
| 600-6200-64090 JANITORIAL | | | | | |
| HORAN CLEANING LLC | 1486 | MONTHLY CITY HALL CLEANIN | 10/01/2022 | 118.33 | .00 |
| Total 600-6200-64090 JANITORIAL: | | | | 118.33 | .00 |
| 600-6200-64110 LEGAL EXPENSE | | | | | |
| DILLON LAW PC | 11434 | SEPT LEGAL SERVICE | 09/26/2022 | 295.53 | .00 |
| Total 600-6200-64110 LEGAL EXPENSE: | | | | 295.53 | .00 |
| 600-6200-64140 LEGAL PUBLICATION | | | | | |
| OELWEIN PUBLISHING CO | 303782452 | SEPT 12 MINUTES | 09/17/2022 | 23.48 | .00 |
| Total 600-6200-64140 LEGAL PUBLICATION: | | | | 23.48 | .00 |
| 600-6200-64182 WATER EXCISE TAX | | | | | |
| TREASURER STATE OF IOWA | 1-33-809659 2 | AUGUST WET TAX | 08/31/2022 | 6,004.15 | 6,004.15 |
| Total 600-6200-64182 WATER EXCISE TAX: | | | | 6,004.15 | 6,004.15 |
| 600-6200-64950 CONTRACTS | | | | | |
| CIVICPLUS, LLC | 239637 | MUNICODE MEETINGS PREMIU | 10/01/2022 | 1,248.33 | .00 |
| CIVICPLUS, LLC | 240854 | MUNICODE CONTRACT BASE/I | 09/23/2022 | 6.14 | .00 |
| MUNICIPAL SUPPLY INC | 849824-IN | ANNUAL SAAS & WATER ANALY | 09/30/2022 | 3,214.50 | .00 |
| Total 600-6200-64950 CONTRACTS: | | | | 4,468.97 | .00 |
| 600-6200-65060 OFFICE SUPPLIES | | | | | |
| ACE HARDWARE | A251013 | BATTERIES DOORBELL | 09/29/2022 | 4.99 | .00 |
| ACE HARDWARE | B104512 | LUNCH AND LEARN SUPPLIES | 09/07/2022 | 7.33 | .00 |
| BERGANKDV TECHNOLOGY & | CW129202 | PREMIUM OFFICE 365 | 09/08/2022 | 37.50 | 37.50 |
| BERGANKDV TECHNOLOGY & | CW129202 | HOSTED EXCHANGE | 09/08/2022 | 28.00 | 28.00 |
| BERGANKDV TECHNOLOGY & | CW129370 | EMAIL SECURITY | 09/08/2022 | 38.00 | 38.00 |
| BERGANKDV TECHNOLOGY & | CW129397 | WEBROOT | 09/08/2022 | 32.00 | 32.00 |
| CARDMEMBER SERVICES | 8557 DM 2022 | ADOBE - MONTHLY SUB | 10/05/2022 | 30.02 | 30.02 |
| COPY SYSTEMS INC | IN461956 | COPIER MAINT SUPPORT | 10/10/2022 | 11.22 | .00 |
| FIDELITY BANK & TRUST | 2022 09 28 | PSN MONTHLY FEE-CR CARD/D | 09/28/2022 | 27.45 | 27.45 |
| IA DEPARTMENT OF NATURAL | 687 PERMIT 2 | 2023 ANNUAL WATER USE FEE | 10/01/2022 | 115.00 | .00 |
| OFFICE TOWNE INC | 121150 | TONERS/PENS/DOOR STOP | 10/07/2022 | 221.09 | .00 |
| QUADIENT LEASING USA INC | N9612136 | NOV - JAN POSTAGE METER LE | 10/02/2022 | 82.28 | .00 |
| STOREY KENWORTHY CORP | PINV1025212 | CORRECTION TAPE | 09/01/2022 | 5.59 | .00 |
| STOREY KENWORTHY CORP | PINV1029559 | THERMAL PAPER ROLLS/CALC | 09/15/2022 | 8.51 | .00 |
| U S POST OFFICE | 2022 09 27 | OCTOBER WATER BILLS POST | 09/27/2022 | 306.00 | 306.00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|--|----------------|-----------------------------|--------------|-----------------------|-------------|
| Total 600-6200-65060 OFFICE SUPPLIES: | | | | 954.98 | 498.97 |
| 600-8100-61990 EMPLOYEE PERSONNEL EXPENSE | | | | | |
| IAWEA-IA WATER ENVIRONMEN | 30531 2022 10 | ANNUAL CONFERENCE-HERB 2 | 10/13/2022 | 35.00 | 35.00 |
| Total 600-8100-61990 EMPLOYEE PERSONNEL EXPENSE: | | | | 35.00 | 35.00 |
| 600-8100-63100 BUILDING | | | | | |
| ACE HARDWARE | A249366 | CLTH PLMBR/BALL VALVE/ELBO | 09/09/2022 | 19.77 | .00 |
| ACE HARDWARE | B104623 | ELBOW/BUSHING/THREAD SEA | 09/09/2022 | 15.11 | .00 |
| ACE HARDWARE | B104807 | NIPPLE | 09/12/2022 | 5.59 | .00 |
| CARDMEMBER SERVICES | 1638 VK 2022 | PLACARD KITS | 10/05/2022 | 66.66 | 66.66 |
| HAWKEYE FIRE & SAFETY COM | 124669 | ANNUAL FIRE EXT INSPECTION | 09/27/2022 | 127.85 | .00 |
| JOHN DEERE FINANCIAL F.S.B. | 2888426 | COPPER/ADAPTER | 09/09/2022 | 26.38 | 26.38 |
| JOHN DEERE FINANCIAL F.S.B. | 2889430 | DRILL BIT/TAP | 09/12/2022 | 15.78 | 15.78 |
| JOHN DEERE FINANCIAL F.S.B. | 2889511 | DRILL BITS | 09/12/2022 | 63.78 | 63.78 |
| Total 600-8100-63100 BUILDING: | | | | 340.92 | 172.60 |
| 600-8100-63730 COMMUNICATIONS | | | | | |
| BIGLEAF NETWORKS INC | INV43308 | PRIORITIZING BANDWIDTH - M | 10/01/2022 | 49.75 | .00 |
| MEDIACOM COMMUNICATIONS | 0003535 2022 | PHONE/INTERNET SERVICE | 10/16/2022 | 189.44 | .00 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 63.03 | 63.03 |
| US CELLULAR | 453072630 202 | TABLET | 10/02/2022 | 48.09 | 48.09 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 18.02 | 18.02 |
| Total 600-8100-63730 COMMUNICATIONS: | | | | 368.33 | 129.14 |
| 600-8100-63810 UTILITIES | | | | | |
| ALLIANT ENERGY | 4830253977 20 | ELECTRIC SERVICE | 10/06/2022 | 4,967.81 | 4,967.81 |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE | 10/01/2022 | 49.65 | 49.65 |
| Total 600-8100-63810 UTILITIES: | | | | 5,017.46 | 5,017.46 |
| 600-8100-64920 ONE CALL | | | | | |
| IOWA ONE CALL | 244628 | ONE CALLS | 09/30/2022 | 30.60 | .00 |
| Total 600-8100-64920 ONE CALL: | | | | 30.60 | .00 |
| 600-8100-64950 CONTRACTS | | | | | |
| TRACKER SOFTWARE CORPO | 370-005 | PUBWORKS ANNUAL SUP/MAIN | 10/01/2022 | 1,263.33 | .00 |
| Total 600-8100-64950 CONTRACTS: | | | | 1,263.33 | .00 |
| 600-8100-65041 EQUIPMENT | | | | | |
| ADVANCED AUTOMOTIVE INC | 1761 | 2012 CHEVY 2500 REPAIRS - R | 09/15/2022 | 111.12 | .00 |
| Total 600-8100-65041 EQUIPMENT: | | | | 111.12 | .00 |
| 600-8100-65060 OFFICE SUPPLIES | | | | | |
| BERGANKDV TECHNOLOGY & | CW129202 | PREMIUM OFFICE 365 | 09/08/2022 | 12.50 | 12.50 |
| BERGANKDV TECHNOLOGY & | CW130742 | CLOUD CONT DESKTOP | 10/11/2022 | 24.00 | .00 |
| Total 600-8100-65060 OFFICE SUPPLIES: | | | | 36.50 | 12.50 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|--|----------------|----------------------------|--------------|-----------------------|-------------|
| 600-8100-65070 SUPPLIES | | | | | |
| ACE HARDWARE | A249817 | BATTERIES/TORCH KIT | 09/17/2022 | 99.96 | .00 |
| ACE HARDWARE | A250777 | EMT COMP CONN | 09/26/2022 | 2.99 | .00 |
| ACE HARDWARE | B104950 | CLEANING SUPPLIES | 09/14/2022 | 12.58 | .00 |
| ACE HARDWARE | B105170 | PVC CEMENT/ PVC PRIMER/CO | 09/19/2022 | 64.26 | .00 |
| ACE HARDWARE | B105711 | WIRE/BLADESAWZAL | 09/28/2022 | 135.98 | .00 |
| EUROFINS ENVIRONMENT TES | 3100112487 | WATER SAMPLES | 09/30/2022 | 168.00 | .00 |
| LUMBER RIDGE HOME SOURC | B81997 | EMT STRAP | 09/19/2022 | 8.06 | .00 |
| USABLUEBOOK | 139150 | SCHEDULE 80 PVC SLIP TEE | 10/11/2022 | 25.75 | .00 |
| USABLUEBOOK | 139465 | SCHEDULE 80 CPVC SOCKET 9 | 10/11/2022 | 446.27 | .00 |
| UTILITY EQUIPMENT CO | 30065033-000 | WT HDPE PIPE W/BELL END | 09/30/2022 | 1,029.00 | .00 |
| ZUPKE SAND & GRAVEL | 2022 10 03 | FILL SAND | 10/03/2022 | 4,203.20 | .00 |
| Total 600-8100-65070 SUPPLIES: | | | | 6,196.05 | .00 |
| 600-8100-67850 METER SYSTEM | | | | | |
| MUNICIPAL SUPPLY INC | 0849174-IN | METER/REPROGRAMMED TO 1 | 09/26/2022 | 855.00 | .00 |
| Total 600-8100-67850 METER SYSTEM: | | | | 855.00 | .00 |
| 640-8250-63311 GASOLINE | | | | | |
| MULGREW OIL CO | 1196791 | UNLEADED GAS | 09/29/2022 | 14,268.01 | 14,268.01 |
| Total 640-8250-63311 GASOLINE: | | | | 14,268.01 | 14,268.01 |
| 640-8250-63312 DIESEL | | | | | |
| MULGREW OIL CO | 1196791 | DIESEL FUEL | 09/29/2022 | 14,399.35 | 14,399.35 |
| Total 640-8250-63312 DIESEL: | | | | 14,399.35 | 14,399.35 |
| 670-8400-64940 SPECIAL ASSESSMENT-OTHER | | | | | |
| FAYETTE COUNTY SOLID WAST | 2022 10 01 | QTRLY TIPPING FEES | 10/01/2022 | 24,730.80 | .00 |
| Total 670-8400-64940 SPECIAL ASSESSMENT-OTHER: | | | | 24,730.80 | .00 |
| 670-8400-64950 CONTRACTS | | | | | |
| FAYETTE COUNTY SOLID WAST | 2022 10 01 | QTRLY HAULER COSTS | 10/01/2022 | 9,368.40 | .00 |
| Total 670-8400-64950 CONTRACTS: | | | | 9,368.40 | .00 |
| 670-8400-65060 OFFICE SUPPLIES | | | | | |
| U S POST OFFICE | 2022 09 27 | OCTOBER WATER BILLS POST | 09/27/2022 | 144.00 | 144.00 |
| Total 670-8400-65060 OFFICE SUPPLIES: | | | | 144.00 | 144.00 |
| 670-8400-68010 BOND PAYMENT COUNTY | | | | | |
| FAYETTE COUNTY SOLID WAST | 2022 10 01 | QTRLY OTHER EXPENSES | 10/01/2022 | 15,229.20 | .00 |
| Total 670-8400-68010 BOND PAYMENT COUNTY: | | | | 15,229.20 | .00 |
| 670-8420-64950 BLACKHAWK CONTRACT | | | | | |
| BLACKHAWK WASTE DISPOSA | 04-288213 202 | MONTHLY GARBAGE/RECYCLI | 10/15/2022 | 28,640.02 | .00 |
| BLACKHAWK WASTE DISPOSA | 04-288247 202 | SEPT 2022 ASSISTED PICKUPS | 10/15/2022 | 63.75 | .00 |
| BLACKHAWK WASTE DISPOSA | 04-288973 202 | SEPT 2022 MULTI TOTES | 10/15/2022 | 371.70 | .00 |
| Total 670-8420-64950 BLACKHAWK CONTRACT: | | | | 29,075.47 | .00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|---|----------------|----------------------------|--------------|--------------------|-------------|
| 671-8410-64990 RECYCLING | | | | | |
| FAYETTE COUNTY RECYCLING | 2022 10 01 | QTRLY RECYCLING FEES | 10/01/2022 | 18,159.60 | .00 |
| Total 671-8410-64990 RECYCLING: | | | | 18,159.60 | .00 |
| 671-8410-65060 OFFICE SUPPLIES | | | | | |
| U S POST OFFICE | 2022 09 27 | OCTOBER WATER BILLS POST | 09/27/2022 | 72.00 | 72.00 |
| Total 671-8410-65060 OFFICE SUPPLIES: | | | | 72.00 | 72.00 |
| 672-4310-64951 TREE REMOVAL | | | | | |
| MAURER TREE SERVICE LLC | 1869 | REMOVE 48 TREES - ROW | 09/29/2022 | 8,000.00 | .00 |
| Total 672-4310-64951 TREE REMOVAL: | | | | 8,000.00 | .00 |
| 672-4310-64953 TREE GRINDING | | | | | |
| T & W GRINDING | 2271 | COMPOSTING CONTRACT 8/1/2 | 10/06/2022 | 7,358.00 | .00 |
| Total 672-4310-64953 TREE GRINDING: | | | | 7,358.00 | .00 |
| 680-8220-63730 COMMUNICATIONS | | | | | |
| CARDMEMBER SERVICES | 3397 JR 2022 | YESIMUSIC - MONTHLY SUB | 10/05/2022 | 8.94 | 8.94 |
| Total 680-8220-63730 COMMUNICATIONS: | | | | 8.94 | 8.94 |
| 680-8220-64180 SALES TAX | | | | | |
| TREASURER STATE OF IOWA | 1-33-000974 2 | AUG SALES TAX | 08/31/2022 | 596.73 | 596.73 |
| Total 680-8220-64180 SALES TAX: | | | | 596.73 | 596.73 |
| 680-8220-65041 EQUIPMENT | | | | | |
| PUSH PEDAL PULL INC | 343210 | SERVICE CALL - REPLACE PAR | 09/01/2022 | 1,807.85 | 1,807.85 |
| Total 680-8220-65041 EQUIPMENT: | | | | 1,807.85 | 1,807.85 |
| 680-8220-65060 OFFICE SUPPLIES | | | | | |
| FIDELITY BANK & TRUST | 2022 09 28 | WELLNESS CENTER MERCHAN | 09/28/2022 | 192.09 | 192.09 |
| FIDELITY BANK & TRUST | 2022 09 28 | WELLNESS TSYS FEES-ACH BI | 09/28/2022 | 174.70 | 174.70 |
| FIDELITY BANK & TRUST | 2022 09 28 | WELLNESS BANKCARD FEES | 09/28/2022 | 183.33 | 183.33 |
| Total 680-8220-65060 OFFICE SUPPLIES: | | | | 550.12 | 550.12 |
| 680-8220-65070 SUPPLIES | | | | | |
| COPY SYSTEMS INC | IN461533 | COPIER MAINT SUPPORT | 10/05/2022 | 54.89 | .00 |
| FAREWAY STORES INC | 00018698 | KLEENEX/OXICLEAN/BATTERIE | 09/02/2022 | 25.45 | .00 |
| Total 680-8220-65070 SUPPLIES: | | | | 80.34 | .00 |
| 680-8220-65350 AFTER SCHOOL PROGRAMS | | | | | |
| CARDMEMBER SERVICES | 3397 JR 2022 | DOLLARTREE - SUPPLIES ASP | 10/05/2022 | 55.00 | 55.00 |
| Total 680-8220-65350 AFTER SCHOOL PROGRAMS: | | | | 55.00 | 55.00 |
| 700-6200-61500 MEDICAL-HEALTH | | | | | |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 08/12/2022 | 30.07 | 30.07 |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 10/14/2022 | 30.07 | 30.07 |
| UNUM LIFE INSURANCE CO O | 0618207-0015 | LIFE INSURANCE PREMIUM | 10/14/2022 | 30.07 | 30.07 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|--|----------------|----------------------------|--------------|--------------------|-------------|
| Total 700-6200-61500 MEDICAL-HEALTH: | | | | 90.21 | 90.21 |
| 700-6200-61600 WORKMENS COMPENSATION | | | | | |
| IMWCA | INV84764 | WORKERS COMP PREM 22-23 | 10/01/2022 | 560.68 | .00 |
| Total 700-6200-61600 WORKMENS COMPENSATION: | | | | 560.68 | .00 |
| 700-6200-61990 EMPLOYEE PERSONNEL EXPENSE | | | | | |
| BARB RIGDON | 2022 10 03 | REIMBURSE - MILEAGE IA LEA | 10/03/2022 | 14.17 | 14.17 |
| IOWA LEAGUE OF CITIES | 2022 10 | REGISTRATION FEES BUDGET | 10/17/2022 | 50.00 | 50.00 |
| IOWA STATE UNIVERSITY | 12220 2022 09 | OCT 2022 CLERK CLASSES 122 | 09/28/2022 | 35.00 | 35.00 |
| IOWA STATE UNIVERSITY | 12262 2022 09 | OCT 2022 CLERK CLASSES 122 | 09/28/2022 | 19.00 | 19.00 |
| IOWA STATE UNIVERSITY | 12263 2022 09 | OCT 2022 CLERK CLASSES 122 | 09/28/2022 | 51.00 | 51.00 |
| KAYLONNA MCKEE | 2022 09 19 | REIMBURSEMENT - MEALS/LO | 09/19/2022 | 19.70 | 19.70 |
| NORTHEAST IOWA COMMUNIT | 32999 | CLASS - UNDERSTANDING MUL | 09/28/2022 | 102.00 | .00 |
| Total 700-6200-61990 EMPLOYEE PERSONNEL EXPENSE: | | | | 290.87 | 188.87 |
| 700-6200-63100 BUILDING | | | | | |
| SCHWICKERT'S TECTA AMERIC | S510099500 | PRIORITY A REPAIRS - ROOF | 09/27/2022 | 773.34 | .00 |
| Total 700-6200-63100 BUILDING: | | | | 773.34 | .00 |
| 700-6200-63730 COMMUNICATIONS | | | | | |
| AT&T MOBILITY LLC | 287315354942 | FIRSTNET INTERNET SERVICE | 09/28/2022 | 10.32 | 10.32 |
| BIGLEAF NETWORKS INC | INV43307 | PRIORITIZING BANDWIDTH - M | 10/01/2022 | 39.80 | .00 |
| MEDIACOM COMMUNICATIONS | 0003535 2022 | PHONE/INTERNET SERVICE | 10/16/2022 | 103.99 | .00 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 26.82 | 26.82 |
| Total 700-6200-63730 COMMUNICATIONS: | | | | 180.93 | 37.14 |
| 700-6200-63810 UTILITIES | | | | | |
| ALLIANT ENERGY | 3251285412 20 | ELECTRIC & GAS SERVICE 25 | 10/07/2022 | 71.96 | 71.96 |
| ALLIANT ENERGY | 8482421000 20 | ELECTRIC SERVICE - CAR CHA | 10/06/2022 | 8.18 | 8.18 |
| EAGLE POINT ENERGY 5 LLC | OELWEIN 48 | ELECTRIC SERVICE | 10/05/2022 | 127.90 | 127.90 |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE | 10/01/2022 | 12.98 | 12.98 |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE - 25 | 10/01/2022 | 34.22 | 34.22 |
| Total 700-6200-63810 UTILITIES: | | | | 255.24 | 255.24 |
| 700-6200-64010 AUDIT | | | | | |
| T P ANDERSON & COMPANY PC | 46778 | CONT'D WORK & SINGLE AUDIT | 09/30/2022 | 900.00 | .00 |
| T P ANDERSON & COMPANY PC | 46877 | COMPLETION - AUDIT FIELD W | 10/12/2022 | 470.00 | .00 |
| Total 700-6200-64010 AUDIT: | | | | 1,370.00 | .00 |
| 700-6200-64090 JANITORIAL | | | | | |
| HORAN CLEANING LLC | 1486 | MONTHLY CITY HALL CLEANIN | 10/01/2022 | 118.34 | .00 |
| Total 700-6200-64090 JANITORIAL: | | | | 118.34 | .00 |
| 700-6200-64110 LEGAL EXPENSE | | | | | |
| DILLON LAW PC | 11434 | SEPT LEGAL SERVICE | 09/26/2022 | 295.53 | .00 |
| Total 700-6200-64110 LEGAL EXPENSE: | | | | 295.53 | .00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|---|----------------|----------------------------|--------------|--------------------|-------------|
| 700-6200-64140 LEGAL PUBLICATION | | | | | |
| OELWEIN PUBLISHING CO | 303782452 | SEPT 12 MINUTES | 09/17/2022 | 23.48 | .00 |
| Total 700-6200-64140 LEGAL PUBLICATION: | | | | 23.48 | .00 |
| 700-6200-64180 SALES TAX | | | | | |
| TREASURER STATE OF IOWA | 1-33-000974 2 | AUG SALES TAX | 08/31/2022 | 2,169.38 | 2,169.38 |
| Total 700-6200-64180 SALES TAX: | | | | 2,169.38 | 2,169.38 |
| 700-6200-64950 CONTRACTS | | | | | |
| CIVICPLUS, LLC | 239637 | MUNICODE MEETINGS PREMIU | 10/01/2022 | 1,248.34 | .00 |
| CIVICPLUS, LLC | 240854 | MUNICODE CONTRACT BASE/I | 09/23/2022 | 6.14 | .00 |
| MUNICIPAL SUPPLY INC | 849824-IN | ANNUAL SAAS & WATER ANALY | 09/30/2022 | 3,214.50 | .00 |
| Total 700-6200-64950 CONTRACTS: | | | | 4,468.98 | .00 |
| 700-6200-65060 OFFICE SUPPLIES | | | | | |
| ACE HARDWARE | A251013 | BATTERIES DOORBELL | 09/29/2022 | 5.01 | .00 |
| ACE HARDWARE | B104512 | LUNCH AND LEARN SUPPLIES | 09/07/2022 | 7.33 | .00 |
| BERGANKDV TECHNOLOGY & | CW129202 | PREMIUM OFFICE 365 | 09/08/2022 | 37.50 | 37.50 |
| BERGANKDV TECHNOLOGY & | CW129202 | HOSTED EXCHANGE | 09/08/2022 | 28.00 | 28.00 |
| BERGANKDV TECHNOLOGY & | CW129370 | EMAIL SECURITY | 09/08/2022 | 38.00 | 38.00 |
| BERGANKDV TECHNOLOGY & | CW129397 | WEBROOT | 09/08/2022 | 32.00 | 32.00 |
| CARDMEMBER SERVICES | 8557 DM 2022 | ADOBE - MONTHLY SUB | 10/05/2022 | 30.02 | 30.02 |
| COPY SYSTEMS INC | IN461956 | COPIER MAINT SUPPORT | 10/10/2022 | 11.23 | .00 |
| FIDELITY BANK & TRUST | 2022 09 28 | PSN MONTHLY FEE-CR CARD/D | 09/28/2022 | 27.45 | 27.45 |
| OFFICE TOWNE INC | 121150 | TONERS/PENS/DOOR STOP | 10/07/2022 | 221.09 | .00 |
| QUADIENT LEASING USA INC | N9612136 | NOV - JAN POSTAGE METER LE | 10/02/2022 | 82.29 | .00 |
| STOREY KENWORTHY CORP | PINV1025212 | CORRECTION TAPE | 09/01/2022 | 5.59 | .00 |
| STOREY KENWORTHY CORP | PINV1029559 | THERMAL PAPER ROLLS/CALC | 09/15/2022 | 8.51 | .00 |
| U S POST OFFICE | 2022 09 27 | OCTOBER WATER BILLS POST | 09/27/2022 | 378.00 | 378.00 |
| Total 700-6200-65060 OFFICE SUPPLIES: | | | | 912.02 | 570.97 |
| 700-8310-63810 UTILITIES | | | | | |
| ALLIANT ENERGY | 0106966292 20 | ELECTRIC SERVICE | 09/28/2022 | 564.36 | 564.36 |
| Total 700-8310-63810 UTILITIES: | | | | 564.36 | 564.36 |
| 700-8310-64920 ONE CALL | | | | | |
| IOWA ONE CALL | 244628 | ONE CALLS | 09/30/2022 | 30.60 | .00 |
| Total 700-8310-64920 ONE CALL: | | | | 30.60 | .00 |
| 700-8310-64950 CONTRACTS | | | | | |
| FOX STRAND INC | 0188787 | OEL NE SANITARY SEWER IMP | 10/11/2022 | 760.00 | .00 |
| Total 700-8310-64950 CONTRACTS: | | | | 760.00 | .00 |
| 700-8310-65041 EQUIPMENT | | | | | |
| JOHN DEERE FINANCIAL F.S.B. | 2890084 | JET TRUCK SEWER LINE | 09/14/2022 | 9.98 | 9.98 |
| Total 700-8310-65041 EQUIPMENT: | | | | 9.98 | 9.98 |
| 700-8310-65060 OFFICE SUPPLIES | | | | | |
| BERGANKDV TECHNOLOGY & | CW130742 | CLOUD CONT DESKTOP | 10/11/2022 | 24.00 | .00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|--|----------------|-------------------------------|--------------|-----------------------|-------------|
| Total 700-8310-65060 OFFICE SUPPLIES: | | | | 24.00 | .00 |
| 700-8310-65070 SUPPLIES | | | | | |
| USABLUBOOK | 139465 | FLAGS - GREEN SEWER | 10/11/2022 | 78.36 | .00 |
| Total 700-8310-65070 SUPPLIES: | | | | 78.36 | .00 |
| 700-8500-61990 EMPLOYEE PERSONNEL EXPENSE | | | | | |
| IAWEA-IA WATER ENVIRONMEN | 30531 2022 10 | ANNUAL CONFERENCE- SHAW | 10/19/2022 | 35.00 | 35.00 |
| Total 700-8500-61990 EMPLOYEE PERSONNEL EXPENSE: | | | | 35.00 | 35.00 |
| 700-8500-63100 BUILDING | | | | | |
| ACE HARDWARE | B104877 | TWIST LOCK LIGHT CONTROL | 09/13/2022 | 14.99 | .00 |
| HAWKEYE FIRE & SAFETY COM | 124670 | ANNUAL FIRE EXT INSPECTION | 09/27/2022 | 295.50 | .00 |
| Total 700-8500-63100 BUILDING: | | | | 310.49 | .00 |
| 700-8500-63730 COMMUNICATIONS | | | | | |
| BIGLEAF NETWORKS INC | INV43308 | PRIORITIZING BANDWIDTH - M | 10/01/2022 | 49.75 | .00 |
| MEDIACOM COMMUNICATIONS | 0003535 2022 | PHONE/INTERNET SERVICE | 10/16/2022 | 181.87 | .00 |
| US CELLULAR | 453072630 202 | CELLPHONE SERVICE | 10/02/2022 | 18.01 | 18.01 |
| Total 700-8500-63730 COMMUNICATIONS: | | | | 249.63 | 18.01 |
| 700-8500-63810 UTILITIES | | | | | |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE | 10/01/2022 | 33.45 | 33.45 |
| OELWEIN CITY WATER | 2022 10 01 | WATER/SEWER SERVICE | 10/01/2022 | 195.28 | 195.28 |
| Total 700-8500-63810 UTILITIES: | | | | 228.73 | 228.73 |
| 700-8500-64950 CONTRACTS | | | | | |
| TRACKER SOFTWARE CORPO | 370-005 | PUBWORKS ANNUAL SUP/MAIN | 10/01/2022 | 1,263.34 | .00 |
| Total 700-8500-64950 CONTRACTS: | | | | 1,263.34 | .00 |
| 700-8500-65060 OFFICE SUPPLIES | | | | | |
| BERGANKDV TECHNOLOGY & | CW129202 | PREMIUM OFFICE 365 | 09/08/2022 | 12.50 | 12.50 |
| Total 700-8500-65060 OFFICE SUPPLIES: | | | | 12.50 | 12.50 |
| 700-8500-65070 SUPPLIES | | | | | |
| ARNOLD MOTOR SUPPLY LLP | 09NV079105 | FILTER - MAIN LIFT STATION GE | 09/14/2022 | 43.30 | .00 |
| ARNOLD MOTOR SUPPLY LLP | 09NV080416 | CHAIN LUBE/KT PACK/BLUE RA | 10/07/2022 | 27.51 | .00 |
| EUROFINS ENVIRONMENT TES | 3100112336 | WASTEWATER SAMPLES | 09/29/2022 | 588.00 | .00 |
| EUROFINS ENVIRONMENT TES | 3100112383 | DMRQA STUDY 42 BILLING | 09/29/2022 | 75.00 | .00 |
| HAWKINS INC | 6293353 | AZONE | 09/19/2022 | 2,616.32 | .00 |
| NCL OF WISCONSIN INC | 476761 | LAB SUPPLIES | 09/22/2022 | 1,299.43 | .00 |
| NCL OF WISCONSIN INC | 476911 | LAB SUPPLIES | 09/26/2022 | 68.16 | .00 |
| SUPER BRIGHT LEDS INC | INVN-41564 | LED lights | 10/05/2022 | 168.50 | .00 |
| UNITED LABORATORIES INC | INV360731 | ESA DESCALER | 09/30/2022 | 565.13 | .00 |
| VAN METER INDUSTRIAL INC | S012368774.0 | OVERLOAD RELAY/HEATER EL | 10/04/2022 | 503.42 | .00 |
| VAN METER INDUSTRIAL INC | S012368774.0 | HEATER ELEMENT | 10/06/2022 | 181.09 | .00 |
| Total 700-8500-65070 SUPPLIES: | | | | 6,135.86 | .00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|---------------|----------------|-------------|--------------|--------------------|-------------|
| Grand Totals: | | | | 911,576.52 | 583,798.23 |

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

CONFLUENCE

Confluence, Inc

525 17th Street
Des Moines, IA 50309
515.288.4875

City of Oelwein, IA
Dylan Mulfinger
20 Second Avenue SW
Oelwein, IA 50662

Invoice number 24702
Date 10/11/2022

Project **21421 Oelwein Park and Plaza**

Professional Services through September 30, 2022

Send invoice to: dmulfinger@cityofoelwein.org

| Description | Contract Amount | Percent Complete | Prior Billed | Total Billed | Current Billed |
|--|------------------|------------------|------------------|------------------|------------------|
| Phase 1 - Visioning + Concept Plan + Cost Opinion | 4,970.00 | 100.00 | 4,970.00 | 4,970.00 | 0.00 |
| Contract Administrations | 248.50 | 100.00 | 248.50 | 248.50 | 0.00 |
| Phase 2 - Final Design & Construction Documentation | 50,000.00 | 70.00 | 25,000.00 | 35,000.00 | 10,000.00 |
| Phase 2.1 - Construction Administrations | 12,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total | 67,218.50 | 59.83 | 30,218.50 | 40,218.50 | 10,000.00 |

Reimbursable Expenses

Reimbursables

| | Date | Units | Rate | Billed Amount |
|----------------------|------------|-------|------|------------------|
| Bond Plotting by SF | 03/21/2022 | 6.18 | 2.50 | 15.45 |
| Invoice total | | | | 10,015.45 |

Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|------------------|------------------|-------------|-------------|-------------|-------------|
| 24702 | 10/11/2022 | 10,015.45 | 10,015.45 | | | | |
| | Total | 10,015.45 | 10,015.45 | 0.00 | 0.00 | 0.00 | 0.00 |

ABD eLAPS has detected that you are not using the Google Chrome browser. You may encounter issues with your application and payment on your current browser. You can download the current version of Google Chrome [here](https://www.google.com/chrome/).

[<https://www.google.com/chrome/>](https://www.google.com/chrome/)

Ownership Updates Application (App-169320) For (BB0037433)

License or Permit Type

License or Permit Type

Length of License Requested

Class B Beer Permit

12 Month

Tentative Effective Date

Tentative Expiration Date

2021-12-01

2022-11-30

Privileges / Sub-Permits Information

Privileges

Sub-Permits

Premises Information

Business Information

*** (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)**

OELWEIN CHAMBER AND AREA DEVELOPMEI

*** (required) Name of Business (D/B/A)**

Oelwein Chamber & Area Development

Indicate how the business will be operated

Privately Held Corporation

*** (required) Federal Employer ID #**

42-1295227

*** (required) Business Number of Secretary of State**

114620

Premises Information

Address of Premises:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

25 W. Charles, Oelwein, Iowa, Fayette

Search by a location name or address to automatically populate the address fields below (optional)

*** (required) Premises Street**

25 W. Charles

Premises Suite/Apt Number

*** (required) Premises City**

Oelwein

Premises State

Iowa

*** (required) Premises Zip/Postal Code**

50662

Premises County

Fayette

*** (required) Local Authority**

City of Oelwein

Control of Premises

lease

Is the capacity of your establishment over 200?

Yes

Are other liquor, wine or beer businesses accessible from the interior of your premises?

No

Equipped with tables and seats to accommodate a minimum of 25?

Yes

*** (required) # of Floors:**

1

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Premises Type

Chamber of Commerce

Does your premises conform to all local and state health, fire and building laws and regulation?

Yes

Contact Information

*** (required) Contact Name**

-

Oelwein Chamber and Area Development

* (required) Business

(required) Extension

on

(319) 283-1105

* (required) Email Address

ocad@oelwein.com

* (required) Phone

(required) Extension

on

(319) 283-1105

Same as Premises Address

Mailing Address:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

6 S. Frederick, Oelwein, Iowa, Fayette

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

6 S. Frederick

Mailing Suite/Apt Number

Mailing City

Oelwein

Mailing State

Iowa

Mailing Zip/Postal Code

50662

Mailing County

Fayette

Ownership

Tracy Kerns

Position: vice

president

SSN: XXX-XX-0584

US Citizen: Yes

Ownership: 0%

DOB: 05/20/1968

Debra Howard

Position: Executive

Director

SSN: XXX-XX-3183

US Citizen: Yes

Ownership: 0%

DOB: 12/17/1958

Jon King

Position: president

SSN: XXX-XX-8055

US Citizen: Yes

Ownership: 0%

DOB: 05/06/1973

Criminal History Information

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law (not including traffic violations, except those that are alcohol related)?

No

Dramshop Verification Information

Dram Shop

Founders Insurance Company

Local Authority Information

| | | |
|---|---|--|
| Extension | * (required) Daytime Phone for | Was a DCI background check run? |
| <input type="text"/> | - Local Authority | <input type="text" value="No"/> |
| | <input type="text" value="(319) 283-5440"/> | |
| * (required) Local Authority Email Address | | Comments |
| <input type="text" value="deputyclerk@cityofelwein.org"/> | | <input type="text"/> |

Document Upload Information

| |
|--|
| DOCUMENT NAME Sketch |
| UPLOADED DOCUMENTS |
| ADDITIONAL COMMENTS |
| DOCUMENT NAME Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement) **Purchase agreements not accepted |
| UPLOADED DOCUMENTS |
| ADDITIONAL COMMENTS |

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<https://www.google.com/chrome/>

(App-163202)

License or Permit Type

License or Permit Type

Length of License Requested

Class C Liquor License

12 Month

Tentative Effective Date

Tentative Expiration Date

2022-10-26

2023-10-25

Privileges / Sub-Permits Information

Privileges

Sub-Permits

Premises Information

Business Information

*** (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)**

VON TUCKS BIER HAUS DHH, L.L.C.

*** (required) Name of Business (D/B/A)**

DAVE'S PLACE

Indicate how the business will be operated

Limited Liability Company

*** (required) Federal Employer ID #**

27-0533259

*** (required) Business Number of Secretary of State**

383374

Tentative Expiration Date

Oct 25, 2023

Premises Information

Please select here if your location is in an unincorporated town

Address of Premises:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

111 South Frederick Avenue, Oelwein, Iowa, Fayette

Search by a location name or address to automatically populate the address fields below (optional)

*** (required) Premises Street**

111 South Frederick Avenue

Premises Suite/Apt Number

*** (required) Premises City**

Oelwein

Premises State

Iowa

*** (required) Premises Zip/Postal Code**

50662

Premises County

Fayette

*** (required) Local Authority**

City of Oelwein

Control of Premises

Own

Is the capacity of your establishment over 200?

No

Equipped with tables and seats to accommodate a minimum of 25?

Yes

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Premises Type

Bar/Tavern

Does your premises conform to all local and state health, fire and building laws and regulation?

Yes

Contact Information

*** (required) Contact Name**

David P. Hermansen, Sr.

*** (required) Business**

(required) Extension

on

(319) 238-2324

* (required) Email Address

* (required) Phone

(required) Extension

on

Same as Premises Address

Mailing Address:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

Mailing Suite/Apt Number

Mailing City

Mailing State

Mailing Zip/Postal Code

Mailing County

Ownership

**David P.
Hermansen, Sr.**
Position: OWNER
SSN: XXX-XX-4171
US Citizen: Yes
Ownership: 100%
DOB: 04/22/1962

Criminal History Information

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law (not including traffic violations, except those that are alcohol related)?

No

Dramshop Verification Information

Dram Shop

Founders Insurance Company

Local Authority Information

Extension * (required) Daytime Phone for

- Local Authority

(319) 283-5440

Sketch on File

Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement)

****Purchase agreements not accepted**

Premise's Address Correct?

Premises Zoned Properly?

Fire Inspection Completed?

Health Inspection Completed?

Was a DCI background check run?

Previous License Number for this Location

*** (required) Local Authority Email Address**

Comments

Amount Owed to Local Authority

Document Upload Information

Item 6.

DOCUMENT NAME
Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement)
**Purchase agreements not accepted

UPLOADED DOCUMENTS

ADDITIONAL COMMENTS

DOCUMENT NAME
Sketch

UPLOADED DOCUMENTS

ADDITIONAL COMMENTS

BuildingAdmin

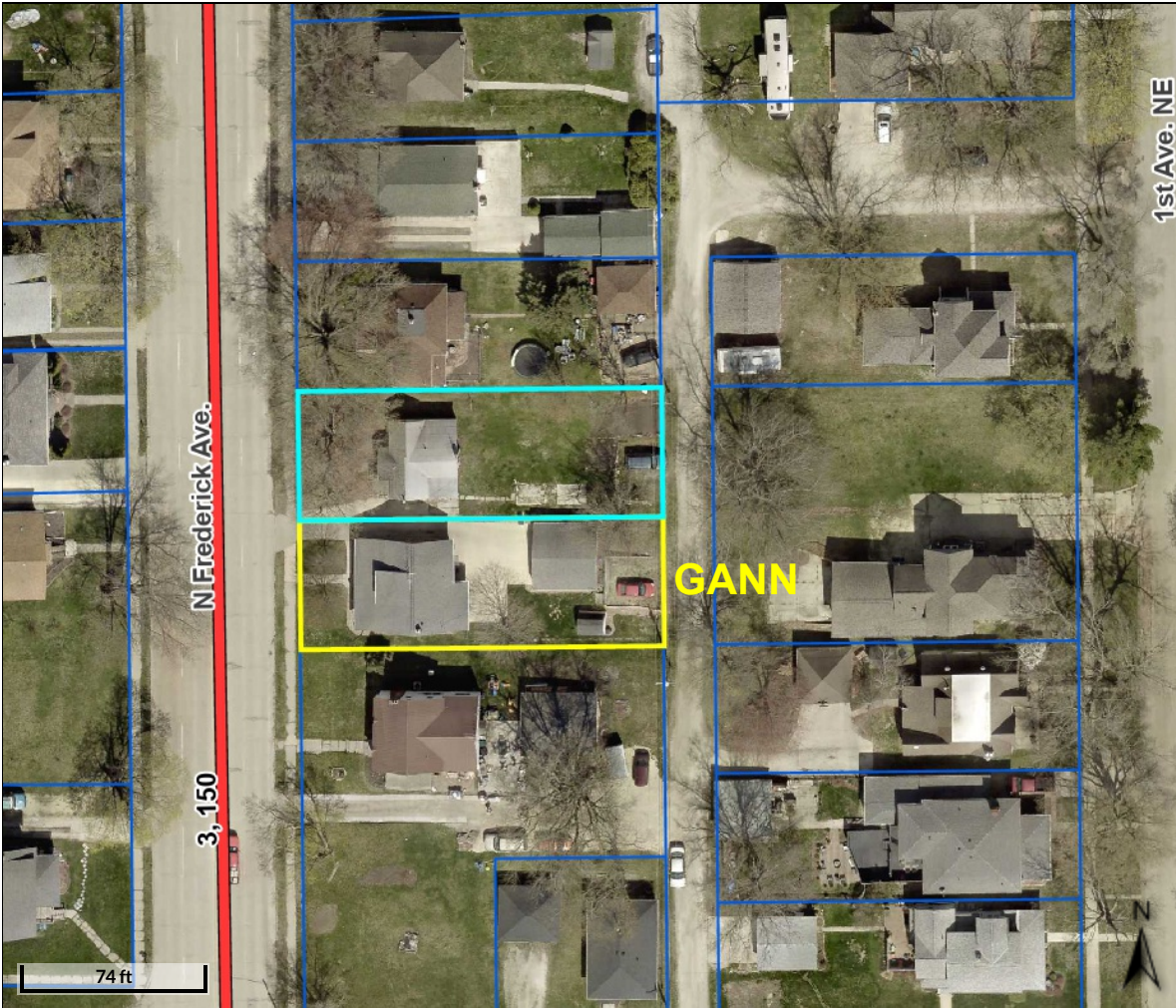
From: Chris Gann <chrisgann90@gmail.com>
Sent: Thursday, September 29, 2022 12:05 PM
To: BuildingAdmin
Subject: Property purchase

Hi my name is Chris gann I am interested in buying 517 North Frederick for 1000 dollars purpose of the purchase would be to extend my property and have a bigger lot for my dogs to have a fenced-in yard and enjoy the extra room I have no plans in building anything on the lot as of right now

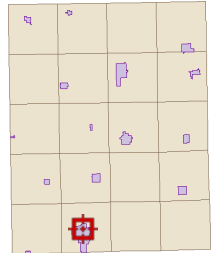
Contact info

Chris Gann 319-830-7629
Jessica Lenz 563-608-9456












517 N Frederick



Overview



Legend

-  Corporate Limits
-  Parcels
- Major Highways**
 -  County Highway
 -  Federal Highway
 -  State Highway
 -  Roads
- 2021 Special Flood Hazard Areas (SFHA)**
 -  A,
 -  AE,
 -  AE, FLOODWAY
 -  AREA NOT INCLUDED,
 -  X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD

| | | | | | |
|------------------------------|--|---------------------|-----|----------------------|--------------------------|
| Parcel ID | 1821201006 | Alternate ID | n/a | Owner Address | Oelwein, City Of |
| Sec/Twp/Rng | 21-91-9 | Class | R | | City Hall 20 2nd Ave. SW |
| Property Address | 517 N. FREDERICK | Acreage | n/a | | Oelwein, IA 50662- |
| | OELWEIN | | | | |
| District | OELWEIN OELWEIN INC | | | | |
| Brief Tax Description | LOT 166 BLK 21 | | | | |
| | WINGS ADD | | | | |
| | <i>(Note: Not to be used on legal documents)</i> | | | | |

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Date created: 10/6/2022
 Last Data Uploaded: 10/6/2022 3:29:33 AM

Developed by 

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 19 ARTICLE II DOGS AND CATS: SECTION 19-20, AND 19-21, OF THE CODE OF ORDINANCES OF THE CITY OF OELWEIN, IOWA

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

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by replacing Section 19-20, paragraph two to:

At large means any licensed or unlicensed dog or cat found off the premises of their owner and not under the control of a competent person, restrained within a motor vehicle, housed in a veterinary hospital or kennel.

Section 2. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by adding Section 19-21, subsection 5:

Dogs must be on leash on public sidewalks. Dogs must be on leash once leaving private property.

Section 3. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This Ordinance shall become effective upon the date specified above.

First reading – October 24, 2022
Second reading –November 14, 2022
Third reading – November 28, 2022

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

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2022.

Dylan Mulfinger, City Administrator

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

Weber
Garrigus
Lenz
Stewart
Seeders
Payne

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

AYES NAYS ABSENT ABSTAIN

Weber
Garrigus
Lenz
Stewart
Seeders
Payne

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

AYES NAYS ABSENT ABSTAIN

Weber
Garrigus
Lenz
Stewart
Seeders
Payne

ARTICLE II. DOGS AND CATS

DIVISION 1. IN GENERAL

Sec. 19-20. Definitions.

For use in this article, the following terms are defined:

Adequate shelter shall mean any shelter that allows for a cat or dog to be protected from the outside weather elements, ensures that they have room to move around, and clean dry bedding.

At large means any licensed or unlicensed dog or cat found off the premises of his ~~his~~ **their** owner and not under the control of a competent person, restrained within a motor vehicle, housed in a veterinary hospital or kennel, ~~on a leash or "at heel" beside a competent person and obedient to that person's command.~~

Cats means both male and female animals of the feline species, whether altered or not.

Dogs means both male and female animals of the canine species, whether altered or not.

Owner means any person or persons, firm, association or corporation owning, keeping, sheltering or harboring a dog or cat.

(Ord. No. 621, section 1, 4-16-79; Ord. No. 1163, 07-09-2018.)

Sec. 19-21. Dogs and cats.

1. It shall be unlawful for the owner and occupant of a residential dwelling to keep, shelter or harbor more than four dogs or four cats, or a combination of four such animals.

This restriction shall not apply to:

- A. Kennels, pet shops, veterinary clinics or animal grooming in properly zoned commercial districts.
- B. The off-spring produced by any pets permitted herein may be maintained at or in a residential dwelling with the parent animal for a period not to exceed ten weeks.
- C. An annual special permit may be granted for the keeping, sheltering or harboring of AKC recognized breeds, in numbers which exceed the limitation of this chapter, upon prior written application to the code enforcement officer on a form furnished by the City of Oelwein, payment as set by the city's fee schedule, non-refundable inspection fee, and a determination by the code enforcement officer, or their designee, that the applicant has the demonstrable ability to provide each animal, appropriate for the particular breed, the following:
 - (1) Each animal is properly licensed in compliance with Oelwein Code section 19-47;
 - (2) Proper food and water;
 - (3) Proper grooming and cleaning;
 - (4) Adequate veterinary care, including: Immunizations, parasite control and preventative health care;
 - (5) Adequate shelter that includes the following:

- a. Is structurally sound, weather proof and properly ventilated with access to shade from direct sunlight and escape from exposure in inclement weather;
 - b. Sufficient space pursuant to most recent published standards of the AKC for the breed(s) sheltered with adequate freedom of movement and to allow postural and social adjustment which is maintained so as not to constitute a nuisance;
- (6) Otherwise in compliance with the Oelwein City Code.

Non-compliance with this exception shall warrant immediate revocation of the annual special permit and the applicant shall not qualify for a special permit for a period of 24 months.

2. The property owner and occupant shall keep all structures, pens, kennels or yards wherein said animals are confined clean and devoid of vermin and free of odors arising from feces.

Feces shall be collected, removed and placed in an air tight receptacle until disposed of in a sanitary manner.

3. No dog or cat may be enclosed or fenced in the front yard of a residential dwelling and all permitted enclosures shall be located at a minimum of 15 feet from a neighboring residential dwelling. No dog or cat shall be staked on bare ground in the front or side yard of a residential dwelling.
4. No dog or cat shall be left outside unattended for more than 30 minutes when the ambient or wind chill temperature is below -20 F or when the heat index exceeds 105 F as determined by any city official. This code does not apply if adequate shelter is provided for the animal.

5. **Dogs must be on leash on public sidewalks. Dogs must be on leash once leaving private property.**

(Ord. No. 1120, 6-26-2012; Ord. No. 1163, 07-09-2018.)

RESOLUTION _____

A RESOLUTION OF THE CITY OF
OELWEIN, IOWA ADOPTING
POLICIES COMPLIANT TO THE
2022 CDBG GRANT FOR WATER/SEWER IMPROVEMENTS

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

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

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

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

1. Code of Conduct
2. Procurement Policy
3. Equal Opportunity Policy Statement
4. Excessive Force
5. Residential Antidisplacement and Relocation Assistance Plan
6. Affirmative Action Plan
7. Affirmative Fair Housing Policy

Passed, approved and adopted this 24 day of October, 2022.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded October 25, 2022.

City Administrator

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

AYES NAYS ABSENT ABSTAIN

Stewart
Weber
Lenz
Garrigus
Seeders
Payne

Policies for Adoption as required by CDBG rules

1. **Code of Conduct** – basically states that if you have a conflict of interest in the award of any contract under this grant, you will remove yourself from voting on the award.
2. **Procurement Policy**- states that you will procure for services, construction, and supplies in the manner set forth in this policy. Most likely you are operating this way now.
3. **RARA** – states that we will, to the best of our ability, not relocate any persons in connection with this grant.
4. **Equal Opportunity Policy Statement** – states that you do not discriminate in your hiring practices.
5. **Excessive Force** – states that you will not use excessive force to bar anyone from peacefully protesting.
6. **Affirmative Action Program** – states that you will not discriminate in your hiring practices and that none of your contractors will either. Specific contract language will be included in each of their contracts.
7. **Affirmative Fair Housing Policy** – states that you will do all you can to further fair housing and that you won't discriminate.

CODE OF CONDUCT

PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR Part 200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION

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

REQUIREMENTS

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

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

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

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

FRAUD, WASTE AND ABUSE

The City of Oelwein has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify the City of Oelwein of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to the City of Oelwein, 20th Avenue SW, Oelwein, IA 50662 or 319-283-5440.

REMEDIES

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

Passed and adopted this 24 day of October, 2022

Brett Devore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

Certification of Compliance CDBG Procurement Standards

CDBG Applicant/Recipient: City of Oelwein

Application year: 2022

2 CFR 200.319 Competition.

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

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

I certify that I am the chief elected official and that the community listed above did not violate the above competition statute when competitively procuring engineering or administrative services as part of the potential CDBG award.

Signature: _____

Printed Name: Brett Devore, Mayor

Date: October 24, 2022

Community Development Block Grant Subrecipient Procurement Policies and Procedures

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

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

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

Procurement Standards

General (Replaces 2 *CFR* 200.318)

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

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

Conflicts of interest in awarding contracts (Replaces 2 *CFR* 200.318)

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient

may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

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

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

Best Cost (Replaces 2 CFR 200.318)

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items.

Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

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

Responsible Contractors (Replaces 2 CFR 200.318)

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

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

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

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

Competition (Replaces 2 CFR 200.319)

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

Examples restrictions on competition include but are not limited to:

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

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

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

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

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

Types of Procurement (Replaces 2 CFR 200.320-based on Iowa Code section 11.118)

1. **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: For supplies and services only. The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.
2. **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: For non-engineering and

architectural services and supplies only. The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email or letter. The subrecipient should solicit at least three prospective service providers. The sub recipient must justify, to IEDA's satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.

3. **Professional:** Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: For supplies and services and ALL engineering and architectural services, a subrecipient shall use a formal *competitive selection* process to procure the goods or services.

4. **Sealed bids:** (formal advertising): The sealed bid method is the preferred method for procuring construction. Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding.

The following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;
4. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
5. Any or all bids may be rejected if there is a sound documented reason.

Competitive Selection Process: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate. If this method is used, the following requirements apply:

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

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

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

Responsible unit: IEDA project managers verified via monitoring and/or state auditor

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

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

Affirmative steps must include:

- (1) Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftcrmportals.com/tsb-search/>;

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

Recycled Content and Products (Replaces 2 CFR 200.322)

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

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

Cost Analysis and Contract Price (Replaces 2 CFR 200.323)

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

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

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

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

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

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

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

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

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

Bonding (Replaces 2 CFR 200.325)

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

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

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

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>
Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

Contract Provisions (Replaces 2 CFR 200.326)

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

ACKNOWLEDGEMENT AND ADOPTION

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

Adopted by the City of Oelwein on 24 day of October, 2022

Brett Devore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

EQUAL OPPORTUNITY POLICY STATEMENT

DATE: October 24, 2022

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

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

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

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

Brett Devore, City of Oelwein Mayor

POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE

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

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

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

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

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

Information and assistance relative to excessive force complaints shall be provided by Dylan Mulfinger, City Administrator, who can be contacted at City of Oelwein, 20 2nd Avenue SW, Oelwein, IA 50662 and 319-283-5440.

Adopted by the City of Oelwein this 24 day of October, 2022

Signed: _____
Brett Devore, Mayor

This Residential Anti-displacement and Relocation Assistance Plan (RARAP) is prepared by the City of Oelwein in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG¹, UDAG and/or HOME-assisted projects.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, the City of Oelwein will take the following steps to minimize the direct and indirect displacement of persons from their homes: *(The steps provided below are examples only, each jurisdiction must determine the actions it will take based on local needs and priorities.)*

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are “lower-income dwelling units” (as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.

Relocation Assistance to Displaced Persons

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

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

The City of Oelwein will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the [CDBG and/or HOME] Program[s] in accordance with 24 CFR 42.375.

Before entering into a contract committing the City of Oelwein to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City of Oelwein will make public by

¹ CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

publication in a newspaper of general circulation and submit to HUD [the State, under the State CDBG and/or HOME Program(s)] the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. NOTE: See also 24 CFR 42.375(d).
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

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

Replacement not Required Based on Unit Availability

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

Contacts

The City of Oelwein (319-283-5440), is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

The City of Oelwein (319-283-5440), is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted by the City of Oelwein this _____ day of _____, 2022

Signed:

Brett Devore, Mayor

Attest: Dylan Mulfinger, City Administrator

**CITY OF OELWEIN, IOWA
AFFIRMATIVE ACTION PLAN**

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

I. GENERAL

- A. City of Oelwein
20 2nd Avenue SW
Oelwein, IA 50662
- B. The total population of the City of Oelwein is 5,920 (2020 Census); (Included in this total are 395 minority persons, which constitutes 6.67% of the total population.)
- C. The City of Oelwein is a local governmental entity.
- D. The City of Oelwein does not operate any branch offices.
- E. Total employment of the City of Oelwein is currently: 127-persons, with 39-full-time, 88-part-time

II. POLICY

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

III. AFFIRMATIVE ACTIONS

A. Recruitment

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

B. Training and Development

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

C. Transfer, Layoff, Demotion, Termination or Recall

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

D. Conditions of Work and Related Benefits

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

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

IV. CONTRACTS

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

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

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

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

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

V. EQUAL OPPORTUNITY OFFICER

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

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

PASSED, APPROVED AND ADOPTED THIS 24 day of October, 2022

Brett Devore, Mayor

ATTEST: Dylan Mulfinger, City Administrator

AFFIRMATIVE FAIR HOUSING POLICY

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

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

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

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

- NAME:** Dylan Mulfinger, City Administrator
- OFFICE:** City of Oelwein
- ADDRESS:** 20 2nd Avenue SW
- CITY/STATE/ZIP CODE:** Oelwein, IA 50662
- PHONE NUMBER:** 319-283-5440
- HOURS:** Monday, Tuesday, Thursday and Friday from 8:30 am to 4:30 pm and Wednesday from 8:30-Noon



**EQUAL HOUSING
OPPORTUNITY**

Date: October 24, 2022

Brett Devore, Mayor

Attest: Dylan Mulfinger, City Administrator



City Street Finance Report

Fiscal Year Item 10.

Bureau of Local Systems
Ames, IA 50010

Oelwein
10/18/2022 9:49:22 AM

Expenses

| | General Fund Streets (001) | Road Use (110) | Other Special Revenues | Debt Service (200) | Capital Projects (300) | Utilities (600 & U0) | Grand Total |
|---|----------------------------|----------------|------------------------|--------------------|------------------------|----------------------|-------------|
| Salaries - Roads/Streets | | \$216,515 | | | | | \$216,515 |
| Benefits - Roads/Streets | | | \$143,287 | | | | \$143,287 |
| Training & Dues | | \$2,990 | | | | | \$2,990 |
| Building & Grounds Maint. & Repair | | \$208 | | | | | \$208 |
| Vehicle & Office Equip Operation and Repair | | \$11,656 | | | | | \$11,656 |
| Operational Equipment Repair | | \$27,261 | | | | | \$27,261 |
| Other Utilities | | \$2,775 | | | | | \$2,775 |
| Other Maintenance and Repair | | | | | | \$8,380 | \$8,380 |
| Engineering | | \$34,927 | | | \$15,411 | | \$50,338 |
| Insurance | \$34,194 | | | | | | \$34,194 |
| Technology Expense | | \$8,125 | | | | | \$8,125 |
| Other Professional Services | | \$3,655 | | | | | \$3,655 |
| Office Supplies | | \$1,994 | | | | | \$1,994 |
| Operating Supplies | | \$82,641 | | | | | \$82,641 |
| Heavy Equipment | | \$113,568 | | | | | \$113,568 |
| Right-of-Way | | | | | | \$114,577 | \$114,577 |
| Bridges & Culverts | | \$67,788 | | | | | \$67,788 |



City Street Finance Report

Fiscal Year Item 10.

Bureau of Local Systems
Ames, IA 50010

Oelwein
10/18/2022 9:49:22 AM

| | General Fund Streets (001) | Road Use (110) | Other Special Revenues | Debt Service (200) | Capital Projects (300) | Utilities (600 & U0) | Grand Total |
|-----------------------------------|----------------------------|----------------|------------------------|--------------------|------------------------|----------------------|-------------|
| Street - Capacity Improvement | | \$96,046 | | | | | \$96,046 |
| Street - Safety/Environment | | \$49,516 | | | | | \$49,516 |
| Principal Payment | | | | \$215,169 | | | \$215,169 |
| Interest Payment | | | | \$22,837 | | | \$22,837 |
| Bond Registration Fees | | | | \$502 | | | \$502 |
| Transfer Out | | | \$88,859 | | | | \$88,859 |
| Street Lighting | | \$112,772 | | | | | \$112,772 |
| Traffic Control/Safety | | \$5,533 | | | | | \$5,533 |
| Snow Removal | | \$6,665 | | | | | \$6,665 |
| Depreciation & Building Utilities | | \$8,413 | | | | | \$8,413 |
| Street Cleaning | | \$8,791 | | | | | \$8,791 |
| Snow Removal Salaries | | \$10,485 | | | | | \$10,485 |
| Snow Removal Benefits | | | \$6,940 | | | | \$6,940 |
| Total | \$34,194 | \$872,324 | \$239,086 | \$238,508 | \$15,411 | \$122,957 | \$1,522,480 |



City Street Finance Report

Fiscal Year Item 10.

Bureau of Local Systems
Ames, IA 50010

Oelwein
10/18/2022 9:49:22 AM

Revenue

| | General Fund Streets (001) | Road Use (110) | Other Special Revenues | Debt Service (200) | Capital Projects (300) | Utilities (600 & U0) | Grand Total |
|---------------------------------|----------------------------|----------------|------------------------|--------------------|------------------------|----------------------|-------------|
| Levied on Property | \$32,557 | | \$145,731 | \$238,508 | | | \$416,796 |
| Interest | \$1,637 | | \$152 | | \$351 | \$1,575 | \$3,715 |
| State Revenues - Road Use Taxes | | \$830,685 | | | | | \$830,685 |
| Charges/fees | | | | | | \$121,382 | \$121,382 |
| Assessments | | | \$86,057 | | | | \$86,057 |
| Fuel Tax Refund | | | \$4,496 | | | | \$4,496 |
| Proceeds from Debt | | | | | \$500,000 | | \$500,000 |
| Transfer In | | | | | \$88,859 | | \$88,859 |
| Total | \$34,194 | \$830,685 | \$236,436 | \$238,508 | \$589,210 | \$122,957 | \$2,051,990 |



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year Item 10.

Oelwein
10/18/2022 9:49:22 AM

Bonds/Loans

| Bond/Loan Description | Principal Balance As of 7/1 | Total Principal Paid | Total Interest Paid | Principal Roads | Interest Roads | Principal Balance As of 6/30 |
|---------------------------|-----------------------------|----------------------|---------------------|-----------------|----------------|------------------------------|
| 2011 Bonds | \$100,000 | \$100,000 | \$2,900 | \$64,000 | \$1,856 | \$0 |
| 2016B GO Bond | \$690,000 | \$135,000 | \$11,703 | \$93,150 | \$8,075 | \$555,000 |
| 2020 GO Bond | \$2,280,000 | \$205,000 | \$45,600 | \$58,019 | \$12,906 | \$2,075,000 |
| 2022 GO Construction Bond | \$4,120,000 | \$0 | \$0 | \$0 | \$0 | \$4,120,000 |



City Street Finance Report

Fiscal Year Item 10.

Bureau of Local Systems
Ames, IA 50010

Oelwein
10/18/2022 9:49:22 AM

Equipment

| Description | Model Year | Usage Type | Cost | Purchased Status |
|--|------------|------------|-----------|------------------|
| Volvo Endloader | 2021 | Purchased | \$131,500 | No Change |
| Bobcat Skidsteer S770 | 2021 | Purchased | \$53,049 | No Change |
| Freightliner Dump Truck | 2021 | Purchased | \$136,715 | No Change |
| International Boom Truck | 2007 | Purchased | \$27,000 | No Change |
| John Deere Utility Tractor 5090E | 2020 | Purchased | \$69,871 | No Change |
| Elgin Street Sweeper | 1999 | Purchased | \$77,681 | No Change |
| Ford 137 F-250 4x2 | 2016 | Purchased | \$24,980 | No Change |
| IHC Truck w/Klaur Sno Go Blower | 1972 | Purchased | \$5,600 | No Change |
| Champion Roller | 1998 | Purchased | \$15,000 | No Change |
| JD 570 Road Grader | 1995 | Purchased | \$135,369 | No Change |
| G720 Volvo Road Grader | 2002 | Purchased | \$79,372 | No Change |
| LT-7506 Dump Truck | 2002 | Purchased | \$77,417 | No Change |
| 310SG JD Backhoe | 2003 | Purchased | \$31,861 | No Change |
| Ford F-250 Super Duty Pickup/V Snow Plow | 2011 | Purchased | \$22,393 | No Change |
| International Dump Truck | 2012 | Purchased | \$105,000 | No Change |
| Freightliner Truck | 2014 | Purchased | \$103,035 | No Change |
| Freightliner Truck | 2015 | Purchased | \$105,600 | No Change |



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year Item 10.

Oelwein
10/18/2022 9:49:22 AM

Street Projects

| Project Description | Contract Price | Final Price | Contractor Name |
|---------------------|----------------|-------------|-----------------|
|---------------------|----------------|-------------|-----------------|



City Street Finance Report

Fiscal Year Item 10.

Bureau of Local Systems
Ames, IA 50010

Oelwein
10/18/2022 9:49:22 AM

Summary

| | General Fund Streets (001) | Road Use (110) | Other Special Revenues | Debt Service (200) | Capital Projects (300) | Utilities (600 & U0) | Grand Total |
|-----------------------|----------------------------|----------------|------------------------|--------------------|------------------------|----------------------|-------------|
| Begining Balance | \$0 | \$740,224 | \$2,667 | \$0 | \$166,030 | \$0 | \$908,921 |
| SubTotal Expenses (-) | \$34,194 | \$872,324 | \$150,227 | \$238,508 | \$15,411 | \$122,957 | \$1,433,621 |
| Transfers Out (-) | | | \$88,859 | | | | \$88,859 |
| Subtotal Revenues (+) | \$34,194 | \$830,685 | \$236,436 | \$238,508 | \$500,351 | \$122,957 | \$1,963,131 |
| Transfers In (+) | | | | | \$88,859 | | \$88,859 |
| Ending Balance | \$0 | \$698,585 | \$17 | \$0 | \$739,829 | \$0 | \$1,438,431 |

Resolution Number:

Execution Date:

Signature:

RESOLUTION NO. _____

Resolution Approving an Agreement for Dispatch Services for Fayette County

WHEREAS, the city of Oelwein closed their dispatch center and worked with Fayette County to combine the centers; and

WHEREAS, Fayette County has consistently stated they could take over dispatching, then quickly changed their minds and demanded funding from the city of Oelwein even though Oelwein had subsidized the county for over forty years; and

WHEREAS, The City of Oelwein has attempted to work with the county to show them the service would improve for all residents, but the county wants funds directly from Oelwein; and

WHEREAS, the only oversight to the county on this service would be the Sheriff; and

WHEREAS, the city has consistently disagreed with Fayette County and has never received requested information from the county; and

WHEREAS, Fayette County took the easy way out and copied only one other county in the state and decided it would work best for everyone involved; and

WHEREAS, Fayette County's numbers for calls for service are questionable and their calculations are blatantly skewed; and

WHEREAS, the City of Oelwein begrudgingly agrees to the terms as the only other option is no dispatch for the community which would put officers and residents lives at risk; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa Approves an Agreement for Dispatch Services with Fayette County

Passed and Approved this 24th day of October, 2022.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded October 25, 2022.

City Administrator

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

AYES NAYS ABSENT ABSTAIN

Stewart
Weber
Lenz
Garrigus
Seeders
Payne



To: Mayor and City Council
From: Dylan Mulfinger
Subject: Fayette County Dispatch Contract
Date: 10/24/2022

Negotiations for the Fayette County Dispatch Contract are on their second year. The Supervisors have been limited in their cooperation to fulfill requests from the City Administrator and the Public Safety Chief. The Supervisors approved a dispatch contract and requested that the city approve it in time for November. The contract presented by the Supervisors has an unrealistic charge for dispatch and includes other cost that were not even discussed. The city has paid just under \$50,000 in the last two years for a service that we cannot oversee. The Supervisors have not provided any recognition to the city providing this service for 40 years, and they ignored the large grant that Oelwein was awarded to make this process easier on the county.

My professional recommendation is to table the decision of the dispatch agreement until the following information is provided in writing by the Supervisors:

- a) The City of Oelwein, on a number of occasions has requested the county to provide:
 - a. The dispatch budget prior to the merge.
 - b. The dispatch budget subsequent to the merge.
 - c. Wage increases provided to dispatchers due to cost of living and competition increases to improve hiring efforts.
 - d. A dispatch staffing comparison for similar counties.
 - e. The impact that funding the dispatch center on a levy would have on the levy.
 - f. The impact that funding just the increase in costs to dispatch would have on the levy.
- b) The City of Oelwein has expressed concerns over how the Sheriff's Department classifies what is a calls for service. This classification has a direct impact on a pay by calls for service approach that the county is demanding. Supervisor Tellin acknowledged this was a concern. Additionally, the county is required to dispatch emergency calls and those calls have not been extracted from their pay by calls for service approach.
- c) The City of Oelwein has advised that if this significant of an amount will be required from the three cities that have their own law enforcement, then a commission will need to be set up so that those entities have a say in the operations and quality of operations. This has gone unanswered and must be addressed prior to any agreement being approved.

The City will agree to another \$25,000 provided the county continues to work toward the city's request. Paying for this service should be done through taxation and not a fee based schedule created by the Supervisors.

Dispatch Agreement with Fayette County and Oelwein for Fiscal Year 2023/24 through Fiscal Year 2025/26.

This Agreement is entered into this 1st day of July, 2023 by and between Fayette County, Iowa and the City of Oelwein, Iowa and is duly authorized by Chapter 28E of the Code of Iowa.

The Fayette County Sheriff's Office has a fully operational dispatch center wherein they can receive and dispatch telephone and radio messages on a 24 hour per day basis. Technological advancements have made it more feasible to consolidate first responder dispatch centers.

The City of Oelwein and the Fayette County Sheriff's Office, Fayette County, Iowa agree to utilize the Fayette County Sheriff's Office as the primary first responder dispatch center.

This Dispatch Services Contract is for dispatch services to the City of Oelwein for the residents of the community of Oelwein, Iowa, only.

The City of Oelwein agrees to the following terms with Fayette County Sheriff's Office:

1. This contractual agreement shall commence on the 1st day of July 2023 and continue through the 30th day of June 2026.
2. Fayette County shall be paid by the City of Oelwein for its dispatch services:
 Fiscal Year 2023/2024 in the amount of \$104,462
 Fiscal Year 2024/2025 in the amount of \$104,462
 Fiscal Year 2025/2026 in the amount of \$104,462
3. The City of Oelwein will submit payment to the Fayette County Sheriff's Office in two equal installments:
 Each Fiscal Year: Installment one – due no later than July 10th of each year
 Installment two – due no later than January 10th of each year.
4. The Sheriff of Fayette County and his deputies or duly designated representatives agree to receive in the Sheriff's Office such telephone calls, teletype messages and radio messages as are directed to, or from the Oelwein Police Department and/or the Oelwein Fire Department and transmit the same to the Departments of the Oelwein Police Department and the Oelwein Fire Department.
5. The Sheriff of Fayette County agrees to discuss contractual dispatch of Mercy One – Oelwein Ambulance Service directly with Mercy One.
6. The Sheriff or Sheriff's Designee will provide the Oelwein Police Department upon request, copies of teletype messages of general and specific interest to all law enforcement Departments and Agencies in Fayette County.
7. The Sheriff or Sheriff's Designee will provide, upon request, a report to the Oelwein

- Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Sheriff's Dispatch computer system for the Oelwein Police Department.
8. The Fayette County Sheriff's Office agrees to provide Terminal Server access through the Sheriff Office network. Through that Terminal Server Fayette Police Department will have access to the shared common tables and their agency specific tables held within the Shieldware database.
 9. The Fayette County Sheriff agrees to provide criminal history records to the Oelwein Police Department upon request by the Oelwein Police Department in accordance with their investigation duties and employment hiring process as authorized by law.
 10. The Fayette County Sheriff Dispatch Center will transmit calls for services, requests for law enforcement, messages, and other customary dispatch services via radio communications to the officers of the Oelwein Police Department. Primary and alternate radio frequencies to be utilized will be selected by the Oelwein Police Department and licensing for those frequencies will be owned and maintained by the City of Oelwein – Oelwein Police Department.
 11. The Fayette County Sheriff's Office Dispatch Center will assist the Oelwein Police Department Officers with customary dispatch services including but not limited to contacting the public reference specific matters, contacting business keyholders, contacting and dispatching a tow service, and other similar duties.
 12. Server hardware: Primarily used at Sheriff's office, but recommended divided as follows:
 - a. 50% Sheriff responsibility
 - b. 1/3 of 50% Oelwein Police Department responsibility
 - c. 1/3 of 50% West Union Police Department responsibility
 - d. 1/3 of 50% Fayette Police Department responsibility

Server software Operating System licenses and additional needed licenses:

- e. Each Department is responsible for the number of physical and virtual server licensing needed by their department. Any Shared licensing will be divided the same as the Server Hardware.

Security including:

- f. Firewall hardware and licensing,
 1. The firewall and licensing will be divided as follows 70% Sheriff, 10% Oelwein Police, 10% West Union Police, and 10% Fayette Police.
 2. In addition to the 10% for each satellite office, any additional needed VPN licenses (for connectivity) and labor costs specific to their individual needs will be added to that agency's respective shared expenses.
- g. AV (anti-virus) licensing – Each agency is responsible for providing AV software on their private network that will be accessing the shared data.

- h. AV licensing is on a per device basis, so each virtual server used by Oelwein, West Union or Fayette would be the responsibility of each department.

Backup and Restore for Business Continuity:

1. A cloud backup is utilized for all Shared Data provided by the Fayette County Sheriff. Any cost increase due to increase data usage will be divided respectively according to usage between the agencies sharing the database.
13. Fayette County will maintain the necessary radio equipment to transmit to and receive from Oelwein law enforcement personnel, radio communications. To communicate with and receive radio communications from the Fayette County Dispatch Center, the City of Oelwein will provide the necessary radio communications equipment to Oelwein law enforcement personnel.
14. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation responsibility.
15. No separate legal or administrative entity or organization shall be created by this agreement. No separate budget shall be established and no tangible property shall be acquired which would require disposition upon the termination of this agreement.
16. As administrator, the duly elected Sheriff of Fayette County, Iowa shall develop the necessary procedures to effectively administer this agreement including, but not limited to addressing new situations not covered by this agreement and conflict resolution. These resolutions will include consultation with the Oelwein Police Chief.
17. Fayette County shall file a copy of this agreement with the Secretary of State and the Fayette County Recorder pursuant to the Code of Iowa. The City of Oelwein seal shall be affixed to the contract before returning to the County for filing.
18. This contract may be terminated by either party. Termination is effective at the end of the current billing cycle and must be preceded with a minimum of 120 days written notice to either party. Notice shall be accomplished by certified mail or personal service.
19. Any amendments or addendums to this agreement shall be created and passed in the same manner and with reference made to this original document.
20. The City of Oelwein utilizes a bid service for towing services. The Fayette County Sheriff's Office Dispatch Center will utilize this contract as a towing source for towing requests made by the City of Oelwein and the Oelwein Police Department. This agreement does not bind the Fayette County Sheriff's Office to utilize the Oelwein towing services contract for calls other than those for Oelwein.
21. The Sheriff will have the final approval in the dispatch center and dispatchers' procedures and daily operations.

City of Oelwein

Mayor

Date: _____

Jeanine Selton

Fayette County Board of Supervisors Chair

Date: 9/12/22

RESOLUTION NO. _____

RESOLUTION DIRECTING THE SALE OF THE CITY’S INTEREST 517 NORTH FREDERICK AVENUE, OELWEIN, FAYETTE COUNTY, IOWA

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

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

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

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

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

LOT 166, BLOCK 21, WINGS ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA, COMMONLY KNOWN AS 517 N FREDRICK AVENUE

To: Chris Gann

For the sum of \$1,000.00, pursuant to the terms of the attached Offer to Buy and by this reference incorporated herein, with said property owner being solely responsible for the recording of the documents necessary to effectuate said transfer.

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

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

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 24th day of October, 2022.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded October 25, 2022.

City Administrator

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

AYES NAYS ABSENT ABSTAIN

Stewart
Weber
Lenz
Garrigus
Seeders
Payne

BuildingAdmin

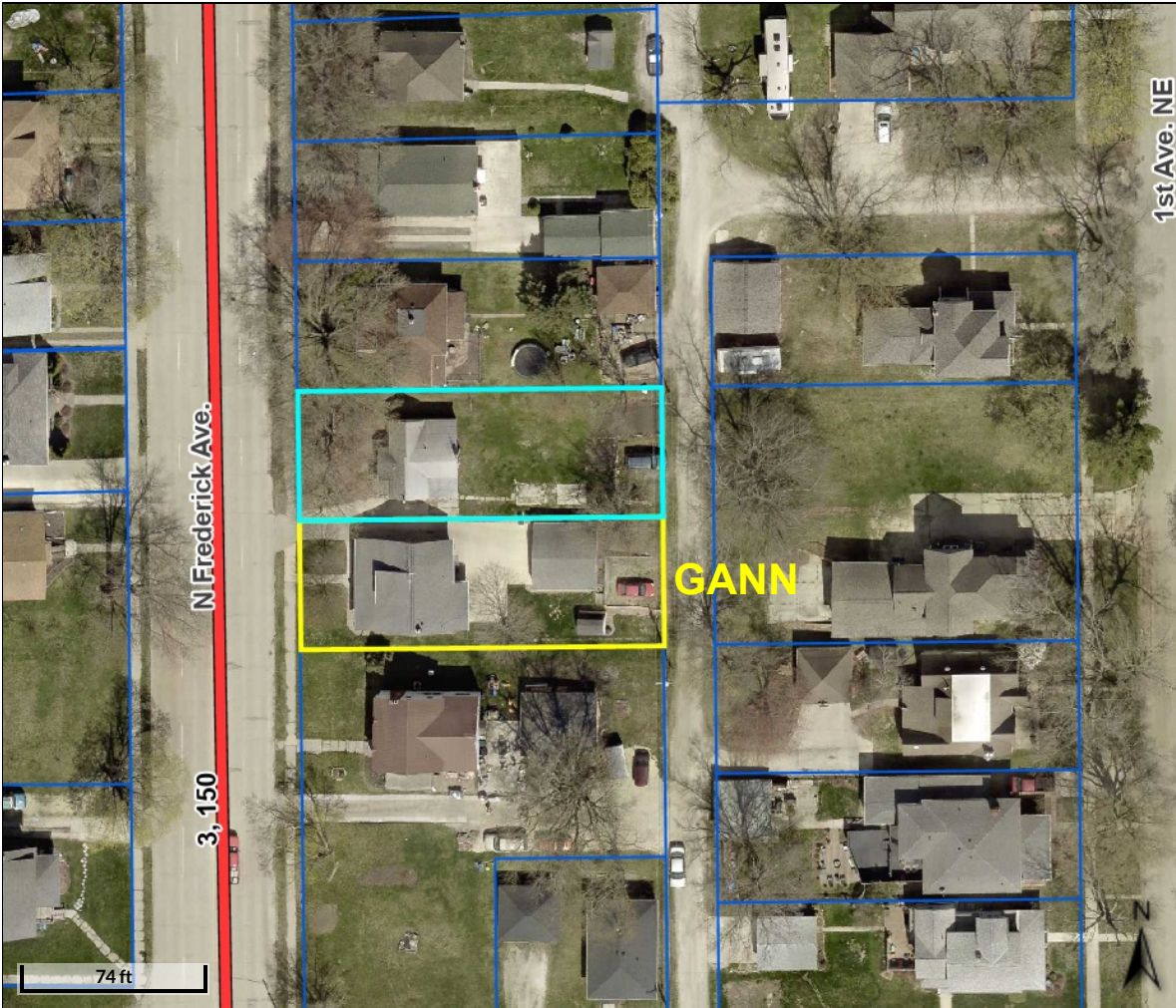
From: Chris Gann <chriscann90@gmail.com>
Sent: Thursday, September 29, 2022 12:05 PM
To: BuildingAdmin
Subject: Property purchase

Hi my name is Chris gann I am interested in buying 517 North Frederick for 1000 dollars purpose of the purchase would be to extend my property and have a bigger lot for my dogs to have a fenced-in yard and enjoy the extra room I have no plans in building anything on the lot as of right now

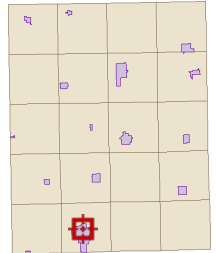
Contact info

Chris Gann 319-830-7629
Jessica Lenz 563-608-9456

517 N Frederick



Overview



Legend

- Corporate Limits
- Parcels
- Major Highways**
 - County Highway
 - Federal Highway
 - State Highway
 - Roads
- 2021 Special Flood Hazard Areas (SFHA)**
 - A,
 - AE,
 - AE, FLOODWAY
 - AREA NOT INCLUDED,
 - X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD

| | | | | | |
|-----------------------|---|--------------|-----|---------------|--------------------------|
| Parcel ID | 1821201006 | Alternate ID | n/a | Owner Address | Oelwein, City Of |
| Sec/Twp/Rng | 21-91-9 | Class | R | | City Hall 20 2nd Ave. SW |
| Property Address | 517 N. FREDERICK | Acreage | n/a | | Oelwein, IA 50662- |
| | OELWEIN | | | | |
| District | OELWEIN OELWEIN INC | | | | |
| Brief Tax Description | LOT 166 BLK 21 | | | | |
| | WINGS ADD | | | | |
| | (Note: Not to be used on legal documents) | | | | |

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October 05, 2022

Honorable Brett Devore
City of Oelwein
20 2nd Avenue SW
Oelwein, Iowa 50662

SUBJECT: 2022 CDBG Water/Sewer Award (22-WS-021)

Dear Mayor Devore:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Oelwein a Community Development Block Grant (CDBG) in an amount not to exceed \$600,000.

Your contract with respect to this award (the "Contract") will have a start date of October 1, 2022 pending successful contract negotiation and complete execution. Enclosed is the Contract between the City of Oelwein and IEDA. Please review the document thoroughly. Once signed, please return the original signed copy to Hayley Crozier at IEDA. Upon receipt of your signed contract, we will execute and upload a copy to IowaGrants.gov for your records.

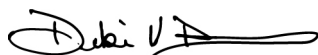
No HUD Funds or non-HUD funds may be committed to the project until the applicant has secured environmental approval from the State, as provided in HUD regulation 24 CFR Part 58. In addition, pending environmental approval and pursuant to 24 CFR Part 58.22(a), no grant recipient or participant in the development process, including contractors or sub-contractors, may undertake an activity that may limit the choice of reasonable alternatives. Such choice limiting actions include real property acquisition, conducting a competitive sealed bid process for the project, signing a construction contract, leasing, rehabilitation, repair, demolition, conversion, and construction.

IF ANY CONDITIONS CONTAINED IN THIS LETTER ARE NOT SATISFIED IN THE SOLE DISCRETION OF IEDA, OR THE CONTRACT IS NOT FULLY EXECUTED BY December 15, 2022, THIS AWARD OF FUNDS SHALL BE RESCINDED, AND NO REIMBURSEMENT IS AVAILABLE FOR ANY COSTS INCURRED BY THE CONTRACT RECIPIENT WITH RESPECT TO THIS AWARD.

If you have any questions, please contact your project manager, Joseph Bohlke, at 515.348.6207 or by e-mail at joseph.bohlke@iowaEDA.com.

IEDA looks forward to working with the City of Oelwein on its CDBG Water/Sewer project once all conditions to the award have been met and the contract is fully executed.

Sincerely,



Deborah V. Durham
Director

cc: Diana Johnson, Upper Explorerland Regional Planning Commission
Representative Chad Ingles, House District 64
Senator Craig Johnson, Senate District 32
File: IowaGrants.gov

IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT DIVISION

FEDERAL GRANT SUBRECIPIENT AWARD SUMMARY

PROJECT INFORMATION

PROJECT TITLE: Oelwein (CDBG Water/Sewer)
TOTAL FEDERAL FUNDS AWARD TO RECIPIENT: \$600,000
GRANT AWARD PERIOD: October 1, 2022 to September 30, 2025
FEDERAL AWARD PROJECT DESCRIPTION: CDBG Water/Sewer Project

SUBRECIPIENT INFORMATION

AGENCY NAME: City of Oelwein
ADDRESS: 20 2nd Avenue SW, Oelwein, 50662
UEI (UNIQUE ENTITY IDENTIFIER): TQK3JCFSXQQ1
SUBRECIPIENT'S INDIRECT COST RATE: N/A

FEDERAL FUNDS INFORMATION

FEDERAL FUNDING ENTITY: U.S. Department of Housing and Urban Development
FEDERAL PROGRAM NAME: Community Development Block Grant
FEDERAL AWARD NUMBER: B-22-DC-19-0001
FEDERAL AWARD DATE: 01/01/2022
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE: 14.228
TOTAL FEDERAL AWARD AMOUNT: \$24,687,624
AWARD FOR RESEARCH AND DEVELOPMENT: NO

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT DIVISION INFORMATION**

CONTACT PERSON: Brian Sullivan
E-MAIL ADDRESS: brian.sullivan@iowafinance.com
TELEPHONE NUMBER: (515) 452-0430

This information is provided as a requirement of 2 CFR 200.331 Requirements for pass-through entities. All requirements imposed by the Federal entity and passed on to IEDA. In turn IEDA passes on to the subrecipient all requirements imposed by the Federal entity and that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

REQUIRED ACKNOWLEDGEMENT OF ENVIRONMENTAL REVIEW REQUIREMENTS

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

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

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

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

Signed: _____
Mayor or County Chairperson

Date: _____

Print Name: _____

Signed: _____
Grant Administrator

Date: _____

Print Name: _____

Signed: _____
Subrecipient Entity (if applicable)

Date: _____

Print Name: _____

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

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

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

RECIPIENT: Oelwein
CONTRACT NUMBER: 22-WS-021
EFFECTIVE DATE: October 1, 2022
AWARD AMOUNT: \$600,000
END DATE: September 30, 2025

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

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

- 1.1 ACT. Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).
- 1.2 ACTIVITY. "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 1.3 ADMINISTRATIVE CODE. "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.
- 1.4 ALLOWABLE COSTS. "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.
- 1.5 APPLICATION. "Application" is the Application the Recipient submitted in IowaGrants.gov.
- 1.6 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.7 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG). "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.8 CONTRACT. "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar

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

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

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

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

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

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

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

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

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

ARTICLE 2 FUNDING

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

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

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

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

ARTICLE 3
TERMS OF GRANT

- 3.1 TIME OF PERFORMANCE. The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.
- 3.2 MAXIMUM PAYMENTS. It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.
- 3.3 LOCAL EFFORT REQUIREMENTS. The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports." The Authority does not agree to allow a delay in the contribution of local cash. When a delay is allowed, the delay shall be until the specified date or until two-thirds of the grant amount has been drawn down, whichever come first, at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal to local funds specified in the Budget.
- 3.4 ADMINISTRATION. This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.
- 3.5 SATISFACTORY PERFORMANCE. For all projects requiring approval of final plans and specifications by the Iowa Department of Natural Resources, said approval shall be completed within eighteen (18) months of the Effective Date of this contract.

ARTICLE 4
PERFORMANCE TARGET ACHIEVEMENT

- 4.1 PERFORMANCE TARGETS. By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.
- 4.2 DETERMINATION OF CONTRACT PERFORMANCE. The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5
USE OF FUNDS

- 5.1 GENERAL. The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".
- 5.2 PROGRAM INCOME. Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 5.3 BUDGET REVISIONS. Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

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

5.5 COST VARIATION.

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

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

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

ARTICLE 6
CONDITIONS TO DISBURSEMENT OF FUNDS

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

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

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

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

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

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

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

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

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

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

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

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

| ACTIVITY NUMBER(S) | APPLICABLE CONDITIONS |
|----------------------------------|--|
| 55 - Sanitary Sewer Improvements | 6.10(a) - DNR Approval - Construction Permit |

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

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

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

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

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

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

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

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

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

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

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

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

| ACTIVITY NUMBER(S) | APPLICABLE CONDITIONS | OUTSIDE AGENCY |
|--------------------|-----------------------|----------------|
|--------------------|-----------------------|----------------|

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

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

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

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

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF RECIPIENT

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

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

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

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

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

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

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

ARTICLE 8 COVENANTS OF THE RECIPIENT

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

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

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

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

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

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

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

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

- (e) USE OF GRANT FUNDS. The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.
- (f) DOCUMENTATION. The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.
- (g) NOTICE OF PROCEEDINGS. The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.
- (h) INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.
- (i) NOTICE TO AUTHORITY. In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.
- (j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:
- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.
 - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.
 - (iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
 - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
 - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.
 - (vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.
 - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations

which implement these laws.

- (ix) National Environmental Policy Act of 1969 and implementing regulations.
- (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
- (xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.
- (xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.

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

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

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

- (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
- (b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

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

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

- (b) NONCOMPLIANCE. If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.
- (c) END DATE. If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.
- (d) MISSPENDING. If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.
- (e) INSURANCE. If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.
- 9.2 NOTICE OF DEFAULT. In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 REMEDIES UPON DEFAULT. If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:
- (a) exercise any remedy provided by law,
- (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 FAILURE TO MEET PERFORMANCE TARGETS. If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

ARTICLE 10 INCORPORATED DOCUMENTS

- 10.1 DOCUMENTS INCORPORATED BY REFERENCE. The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- 10.2 ORDER OF PRIORITY. In the event of a conflict between documents of this Contract, the following order of priority shall govern:
- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at <https://www.iowaeda.com/cdbg/>.

ARTICLE 11 MISCELLANEOUS

- 11.1 LIMIT ON GRANT PROCEEDS ON HAND. The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.
- 11.2 BINDING EFFECT. This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties,

acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

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

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

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

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

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

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

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

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

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

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

RECIPIENT: Oelwein

BY: _____
Mayor
Oelwein
20 2nd Avenue SW
Oelwein, Iowa 50662

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: _____
Brian Sullivan, Chief Programs Officer

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

1.0 AMENDMENT.

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

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

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

2.0 AUDIT REQUIREMENTS.

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

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

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

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

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

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

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient

could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

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

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

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

9.0 PROCEDURES UPON TERMINATION.

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

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

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

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

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

12.0 CONFLICT OF INTEREST.

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

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

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

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

14.0 CIVIL RIGHTS.

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

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

(c) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's IowaJobs web site found at <https://www1.iowajobs.org/>.

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

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

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

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

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

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

(f) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the

Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

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

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

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

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

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

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

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

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

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

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

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

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

(x) The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable

Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

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

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

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

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

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

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

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

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

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

18.0 FEDERAL GOVERNMENT RIGHTS. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

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

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

CDBG SEWER IMPROVEMENT PROJECT
#22-WS-021

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

SECTION 1. Scope of Services

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

SECTION 2. Time of Performance

The services of the Administrator shall commence on October 10, 2022 and shall terminate upon project completion to include the submission of final documents and/or reports. Project completion as set forth is located in the Iowa Economic Development Authority (IEDA) contract #22-WS-021.

SECTION 3. Method of Payment

Total payment to the Administrator for the Water/sewer grant shall not exceed \$26,000, the amount identified as administration in the project budget of the grant program.

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

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

It is the responsibility of the City of Oelwein to meet the match requirement (either cash or in-kind) as specified in IEDA contract #22-WS-021.

In the event the project needs to be extended beyond the identified project completion date as indicated in contract #22-WS-021, additional administrative fees to complete the extended Scope of Services may be required. These fees will be negotiated with the City of Oelwein within 30 days of the project completion date set forth in contract #22-WS-021 and an Addendum to this Contract will be executed for the additional fees upon mutual agreement of both parties. UERPC will invoice the City of Oelwein an hourly rate between \$80 - \$82 to be negotiated at the time of occurrence. Travel and any other direct charges related to the additional meetings will also be invoiced.

SECTION 4. Personnel

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

SECTION 5. Property

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

SECTION 6. Services to be Furnished to the Administrator

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

SECTION 7. Records Retention and Availability

The Administrator and the City of Oelwein must maintain all required records for five years after final payments are made and all other pending matters are closed.

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

SECTION 8. Civil Rights and Other Regulations

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

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

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

SECTION 9. Restriction on Lobbying

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

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

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

Lead-Safe Housing Regulations (As Applicable)

24 CFR Part 35 et al.

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

Recycled Materials

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

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

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

All Contracts In Excess of \$10,000

Federal Executive Order 11246 and 11375:

Provides that no one be discriminated in employment.

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

- (1) The administrator will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The administrator will, in all solicitations or advertisements for employees placed by or on behalf of the administrator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The administrator will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the administrator's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The administrator will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The administrator will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the administrator's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the administrator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The administrator will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub administrator or vendor. The administrator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the administrator becomes involved in, or is threatened with, litigation with a sub administrator or vendor as a result of such direction by the contracting agency, the administrator may request the United States to enter into such litigation to protect the interests of the United States."

All Contracts in Excess of \$100,000

Clean Air and Water Acts:

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

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

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

Clean Air and Water Acts - required clauses:

This clause is required in all third-party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

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

- (1) The administrator will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The administrator agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The administrator agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities,

Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

- (4) The administrator agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subadministrator to take such action as the Government may direct as a means of enforcing such provisions.

All Construction Contracts in Excess of \$2,000

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

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

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

Housing and Urban Development Act of 1968-Section 3 Clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker hours goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.

- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

*-A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

SECTION 10. Termination

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

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

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

Failure to comply with any part of this Contract may be considered cause for revision, suspension, or termination. If the City of Oelwein finds it necessary to terminate this contract prior to the expiration date of this Contract, for reasons other than non-performance by the Administrator, actual approved costs incurred by the Administrator may be reimbursed in an amount determined by mutual agreement of both parties. The City of Oelwein reserves the right to cancel any agreement in whole or in part without penalty due to failure of the Administrator to comply with terms, conditions, and specifications of this Contract.

PASSED and APPROVED

Upper Explorerland Regional Planning Commission

The City of Oelwein

Date

Date

Rachelle Howe, Executive Director

Brett Devore, Mayor

ATTEST: Diana Johnson, Economic Development
Department Head

ATTEST: Dylan Mulfinger, City
Administrator

SCOPE OF SERVICES

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

GENERAL ACTIVITIES

Program Setup

- Meet with the grantee to review and assure understanding of terms and conditions of grant agreement with IEDA
- Set up a model for program schedule, assuring compliance with time limitations of grant contract
- Prepare and forward press releases and/or stories concerning the grant
- Maintain and promote performance standards in areas such as housing, minority participation, services to low incomes, that will help the grantee secure future grants

PROGRAM ADMINISTRATION

A. Capital Improvement Activities

- Assist engineers and architects in acquiring IEDA required contract documents, including wage determinations, etc.
- Check bid documents for IEDA compliance
- Check contracts for IEDA compliance
- Send documents to IEDA for project and contractor clearances
- Conduct on-site employee interviews
- Provide required posters and monitor posting
- Monitor subcontractor compliance with IEDA regulations
- Assist contractors in execution of IEDA required documents and assurances
- Promote and document efforts at minority participation
- Assist in monitoring and clearing change orders
- Assist in close-out

B. Record Keeping

- Assist in setting up spreadsheets for grant funds
- Assist in setting up filing system for program information maintenance
- Regularly monitor records
- Assist in executing budget amendments
- Assist in preparing drawdown forms, authorizing and making disbursements
- Assist in meeting with IEDA officials during site visits
- Assist in preparing quarterly, annual, and Grantee Performance Reports as needed
- Assist in final close-out and final audit requirements

C. Citizen Participation

- Prepare and forward all press releases, notices, etc. as required by IEDA
- Assist in processing all citizen complaints, proposals, etc.
- Assist citizens and citizen groups in participation activities as directed by the grantee

PROJECT DELIVERY

- Assure environmental compliance for all phases of grant
- Monitor payrolls for Davis-Bacon compliance
- All other items as needed for CDBG compliance

The above outline is generally specific, but some areas may have more detailed requirements implied, but not listed.

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

AUTHORIZATION FOR ALTERNATE SIGNATORIES
FOR SECTION 106 COMPLIANCE FORMS

CDBG Grant Administrators or City Clerks may now sign the Section 106 Compliance Forms including the *Exempt from Review Project Determination Form* and the *Request for Comment on a HUD Project* form. In order to take advantage of this opportunity, the Agency Official/CEO must sign this form and have it witnessed. The CEO is the person who signed the CDBG contract. The grant administrator or City Clerk must also sign this form as a signatory.

Note: By signing this agreement, the Agency Official/CEO is still legally responsible for all findings and determinations made on their behalf by the signatory.

Once signed, submit this form with your Section 106 compliance documentation.

As stated in 36 CFR Part 800, the implementing regulation for Section 106 of the National Historic Preservation Act of 1966, the Agency Official with jurisdiction over an undertaking takes legal and financial responsibility for Section 106 compliance in accordance with Subpart B of 36 CFR Part 800. In the case of the state Community Development Block Grant (CDBG) Program, however, the Agency Official will be the selected non-entitlement cities, which as CDBG recipients are authorized to serve as the Agency Official under 24 CFR Part 58.

In the event that the Agency Official is unable to sign the *Request for Comment* form or the *Exempt from Review Project Determination Form*, however, the following alternates signatories listed below are authorized to act on the behalf of the Agency Official. In the event an alternate signatory is used, the Agency Official remains legally responsible for all required findings and determinations made through the Section 106 process. The signatures attested below are effective as of:

October 24, 2022.
(Date)

Sincerely,

Agency Official (CEO) signature-Brett Devore, Mayor

Dylan Mulfinger, City Administrator _____
[Name and Title of] Signatory # 1 Signature of Signatory #1

Diana Johnson, Grant Administrator _____
[Name and Title of] Signatory # 2 Signature of Signatory #2

Barbara Rigdon, City Clerk/Treasurer _____
[Name and Title of] Witness Signature of Witness

October 20, 2022

Attn: Dylan Mulfinger
City Administrator
City of Oelwein
20 2nd Ave. SW
Oelwein, Iowa 50662

RE: Oelwein Plaza Center Demolition
Bid Award Recommendation

Dear Dylan:

The City of Oelwein received four complete bid packages for the Oelwein Plaza Center Demolition project on October 19, 2022. Confluence has reviewed and tabulated the bids and compared them to the engineer's cost opinion. The low bid was from Matt Construction, Inc of Sumner, Iowa with a total bid of \$117,504.90. The Design Team estimate for the project was \$91,600.00. During our review we did not identify any mathematical errors or major discrepancies in the Contractor's bid form.

The primary differences between the estimated cost of the project and the bid cost of the project appears to be in the building demolition itself. And while the low bid reflects an increase in anticipated cost for the building demolition it is our recommendation to award the contract for this work to Matt Construction, Inc.

If you have any questions, please give me a call to discuss.

Best Regards,

Confluence



Patrick R. Alvord, PLA, RA, LEED AP
Principal

City of Oelwein, Iowa

Plaza Center Demolition

Bid Opening Date: October 19, 2022

Bid Opening Time: 11:00 a.m.

Location: City Hall

Landscape Architect: Confluence

| Contractor | Bid Bond | Section 3 | Base Bid | Mobilization | Building Demo | Temp Seeding | Traffic Control |
|--------------------------------|----------|-----------|----------------------|--------------|---------------|--------------|-----------------|
| <i>Estimate</i> | Yes | Yes | \$91,600.00 | \$ 8,000.00 | \$ 80,000.00 | \$ 1,600.00 | \$ 2,000.00 |
| Bryan Construction | Yes | Yes | \$191,000.00 | \$ 5,000.00 | \$ 179,000.00 | \$ 2,300.00 | \$ 4,700.00 |
| Donlon Bros Construction | Yes | No | | | | | |
| Hatch Grading and Construction | Yes | No | | | | | |
| Larson Construction | Yes | Yes | \$ 189,000.00 | \$ 18,680.00 | \$ 165,210.00 | \$ 4,110.00 | \$ 1,000.00 |
| Matt Construction | Yes | Yes | \$ 117,504.90 | \$ 5,000.00 | \$ 109,265.00 | \$ 1,739.90 | \$ 1,500.00 |
| Tschiggfrie Excavating | Yes | No | | | | | |
| Woodruff Construction | Yes | Yes | \$ 119,990.00 | \$ 19,754.00 | \$90,039.20 | \$ 9,644.80 | \$ 552.00 |
| | | | | | | | |



**OELWEIN FIRE DEPARTMENT
CITY OF OELWEIN, IOWA
MEMORANDUM**

FROM: Jeremy P. Logan, Public Safety Chief

DATE: October 18, 2022

TO: City Administrator Dylan Mulfinger – Mayor Brett DeVore – Oelwein City Council

SUBJECT: Fire Department Chimney/Roof Repairs

Many months ago, the City of Oelwein utilized private services to assess the condition of the roof at the Oelwein Fire Department. This report provided an analysis of the roof and provided recommendations for repairs. The recommendations were listed by priority based on severity of issues. The plan was to place the repair costs in the next fiscal year budget proposal, with the repairs occurring after July of 2023. However, the roof area surrounding the chimney has degraded and is now causing interior issues. After recent rainfall, the roof leaked in the upper level of the fire department and caused standing water on the floor of the recently remodeled rooms. A number of ceiling tiles have been damaged and inspections of the area by roofing companies indicates that at least a 15' x 15' area of insulation is wet and needs to be removed and replaced.

We cannot put off the recommended chimney removal (to below roof level) and roof repairs until next year due to the degradation of the roof and the damage the leaks are now causing to the interior. We have attempted to quickly obtain three quotes to have the repairs done immediately. Two companies responded. Those companies are Moss Roofing and Schwickert's Tecta America. Tecta America has previously conducted repairs on other parts of the fire department roof.

The proposals received are:

- | | | |
|----|----------------------------|-------------|
| 1) | Moss Roofing | \$16,920.00 |
| 2) | Schwickert's Tecta America | \$15,775.00 |

Additionally, due to the removal of the chimney, the department would need to eliminate the gas water heater from venting into that chimney area. Members have surveyed this project and we believe that the cost to relocate the venting, placing a hole in an exterior wall, and possibly having to power vent it, are outweighed by having an installer remove the water heater and replace it with an on-demand electric water heater. The efficiency of the on-demand system will provide future savings in utility expenses. We are seeking estimates to have this work completed, but initial rough estimates are \$1,800 - \$2,200.

We would be able to use CIP funds towards this overall project. I am requesting the council to approve this project and the Schwickert's Tecta America's bid proposal of \$15,775.00 for the emergency repairs of the chimney and roof at the fire department.

PROPOSAL

Item 15.

Moss Roofing & Insulation, Inc.
 310 Hwy 150 South
 West Union, Iowa 52175

Web: www.mossroofinginc.com

Phone: 800-373-3331
 Phone: 563-422-3331
 Fax: 563-422-5086

| | | |
|--|--|-------------------------|
| PROPOSAL SUBMITTED TO City of Oelwein | PHONE: 319-283-0074 EMAIL: jphillips@oelweinpolice.org | DATE 10/14/22 |
| STREET 20 2nd Ave SW | JOB NAME Oelwein Fire Department | |
| CITY, STATE AND ZIP Oelwein, Iowa 50662 | JOB LOCATION 200 West Charles St, Oelwein, IA 50662 | |
| ARCHITECT | DATE OF PLANS | JOB PHONE |

We hereby submit specifications and estimate for Repairs on the roof on the Fire Department.


- 1.) Remove the existing chimney to below roof level. Note: The chimney has a large concrete cap poured on the top side that will require a jack hammer. Some debris will fall into the chimney down to the basement. Moss Roofing will not be responsible for any damage or clean up in this area.
Please initial _____
- 2.) Moss Roofing will patch the roof deck with Roof Steel decking.
- 3.) Moss Roofing will remove the 15'x15' area of wet roofing in this area and dispose of properly.
- 4.) Moss Roofing will replace the insulation to match the existing height and screw in place with plates and screws.
- 5.) Moss Roofing will install a Fully Adhered, 60 mil EPDM Target patch to cover the removal area to the Manufacturer's Specifications.
- 6.) Moss Roofing will do necessary caulking on the Upper Roof.

Note: The price is subject to change due to the current volatility of the material market.

We Propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:
Sixteen Thousand Nine Hundred Twenty & 00/100-----(\$16,920.00)

Payment to be made as follows: **ON COMPLETION**

All material is guaranteed to be as specified. All work to completed in a work- manlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.
 Note: Moisture, which has entered the building prior to our installation or repair of the roofing system, may result in mold growth. We disclaim any and all responsibility for damages to persons or property arising from or relating to the presence of mold in the building. By executing this contract, Owner [1] releases us from any and all claims Owner and Owner's (a) family members, (b) employees, (c) tenants or (d) any other building occupants may have as a result of such mold growth and [2] agrees to defend, indemnify and hold us harmless from any and all penalties, actions, liabilities, costs expenses and damages arising from or relating to the presence of mold in Owner's building.

Authorized Signature: 
 Note: This proposal may be withdrawn
 By us if not accepted within 21 days.

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.
 Date of Acceptance: _____

Signature: _____
 Signature: _____
 (Please sign and return)



ROOF MAINTENANCE & REPAIR PROPOSAL

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



PRESENTED TO

Dylan Mulfinger
City Administrator
City of Oelwein
319-283-5440
dmulfinger@cityfoelwein.org

PRESENTED BY

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

GENERAL SUMMARY

October 14, 2022

Dear Dylan Mulfinger,

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

For your convenience, repairs have been prioritized as follows:

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

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

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

Sincerely,

Daniel Schefers

Roofing Services Manager

507-995-4172

SCOPE OF WORK

PRIORITY - A REPAIRS

\$15,775.00

<https://www.tectatracker.com/q54947>

Section B : \$ 15,775.00

- **Repair #1** (Misc - SPECIFY) -04/29/2021 - Chimney is falling apart causing leakage. Insulation is wet about a 15x15' area around the chimney. Remove brick chimney chase from roof system and dispose of down to just under roof deck area. Patch over decking area with new decking and anchor to existing decking. Cut out and remove a 15'x15' area of wet insulation. Install new insulation to match existing roof heights. Install new .60 mil EPDM target patch and tie into existing roof system per manufacturer specifications. (Approximately 1 EA) **\$15,775.00**

PHOTOS

Section B



Section B - Deficiency #1
Chimney is falling apart causing leakage



Section B - Deficiency #1
Chimney is falling apart causing leakage



Section B - Deficiency #1
Chimney is falling apart causing leakage



Section B - Deficiency #1
Chimney is falling apart causing leakage

CITY OF OELWEIN'S INVESTMENT

CONTRACT SUM: Schwickert's Tecta America, by and through its subsidiaries and affiliates, shall perform the Work for zero dollars (**\$.00**) in current funds, and if this Proposal is accepted by the Owner, Owner shall pay said sum as provided herein.

| | |
|--|---------------|
| Total price including labor, materials, supplies & tax | \$15,775.00 |
| TOTAL PROJECT COST | \$0.00 |

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

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

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

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

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

Owner/Customer:

Schwickert's Tecta America

By: _____

By: _____

Name: _____

Name: Daniel Schefers

Title: _____

Position: Roofing Services Manager

Date: _____

Date: _____

TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

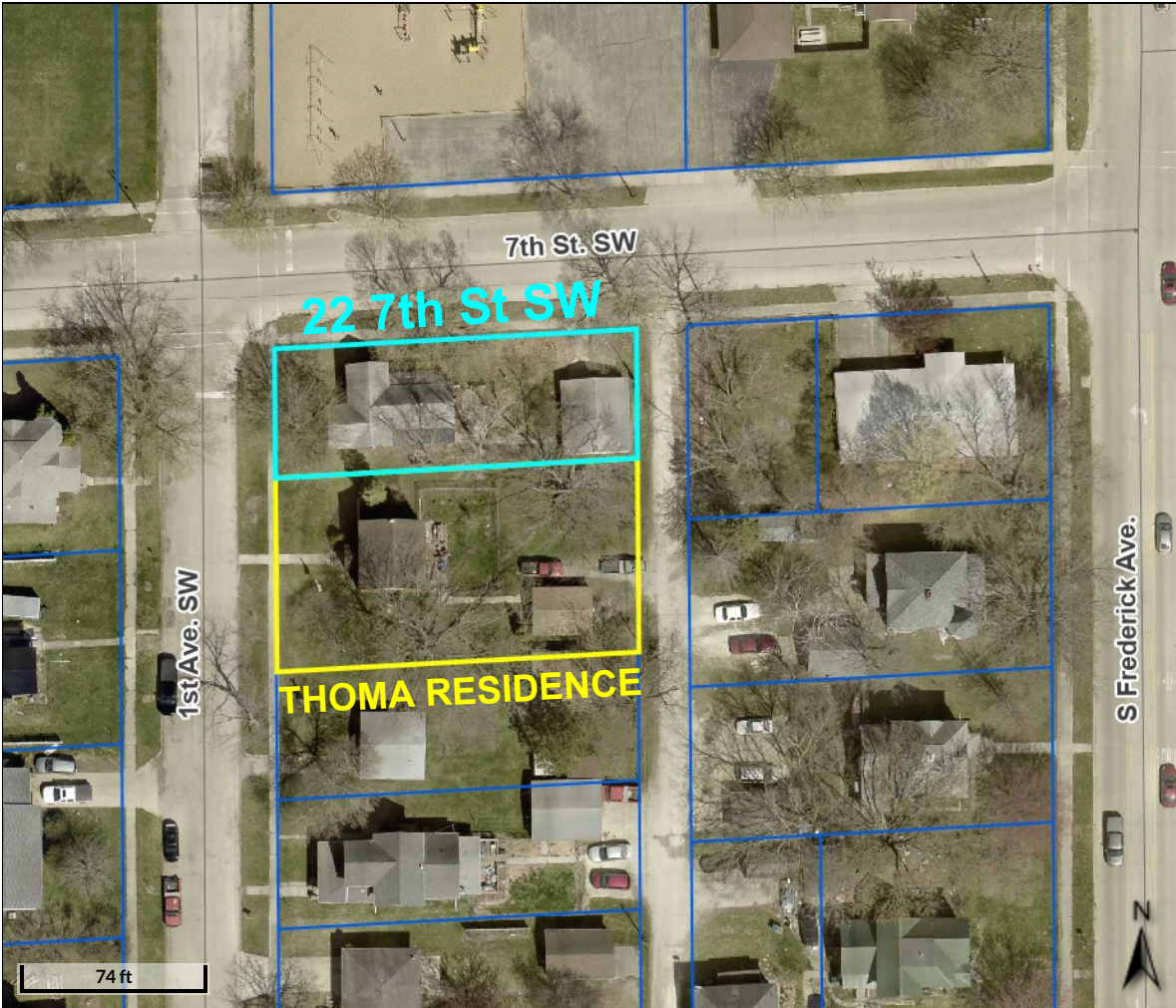
14. **Indemnification.** To the fullest extent permitted by law, Tecta shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta's work under this Work Order provided that any such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

I would like to place a bid of
\$ 5,250.00 for the property at
22 7th Street S.W.

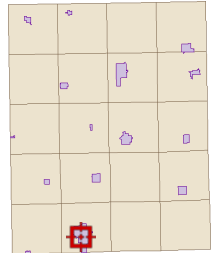
I own and reside at the
adjoining property to the south of
this property.

Ed Itona
709 First Ave. S.W.
Bellevue
319 283-2165

22 7th St SW



Overview



Legend

-  Corporate Limits
-  Parcels
- Major Highways**
 -  County Highway
 -  Federal Highway
 -  State Highway
 -  Roads

| | | | | | |
|------------------------------|--|---------------------|-----|----------------------|--------------------------|
| Parcel ID | 1828134001 | Alternate ID | n/a | Owner Address | Oelwein, City Of |
| Sec/Twp/Rng | 28-91-9 | Class | R | | City Hall 20 2nd Ave. SW |
| Property Address | 22 7TH ST. SW | Acreeage | n/a | | Oelwein, IA 50662- |
| | OELWEIN | | | | |
| District | OELWEIN OELWEIN INC | | | | |
| Brief Tax Description | LOT 85 BLK 8 | | | | |
| | STICKNEYS ADD | | | | |
| | (Note: Not to be used on legal documents) | | | | |

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

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Developed by 

OCTOBER 10, 2022

Item 16.

TO Dylan Mulfinger & City of Delwin,
OFFER OF \$1,000⁰⁰ FOR THE LOT AND
GARAGE, THE DRIVEWAY (CEMENT), AND
SIDEWALK IN TACT, AFTER THE CITY
REMOVES THE HOUSE, TREES, SHRUBS, BUSHES,
AND OUTSIDE RUBBISH FROM THE LOT,
AT 22 7th ST SW, Delwin, IDWA.

[GARAGE, DRIVEWAY, SIDEWALK ARE TO
BE SAVED] THANK YOU.

Signed.

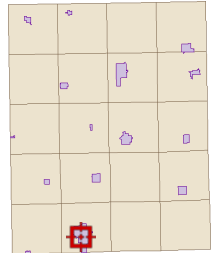
David Gearhart
Carrie Gearhart

Note: Gearharts own the vacant lot across the alley to the east and reside at 505 7th St SE.

22 7th St SW



Overview



Legend

- Corporate Limits
- Parcels
- Major Highways**
- County Highway
- Federal Highway
- State Highway
- Roads

| | | | | | |
|------------------------------|---|---------------------|-----|----------------------|--------------------------|
| Parcel ID | 1828134001 | Alternate ID | n/a | Owner Address | Oelwein, City Of |
| Sec/Twp/Rng | 28-91-9 | Class | R | | City Hall 20 2nd Ave. SW |
| Property Address | 22 7TH ST. SW | Acreeage | n/a | | Oelwein, IA 50662- |
| | OELWEIN | | | | |
| District | OELWEIN OELWEIN INC | | | | |
| Brief Tax Description | LOT 85 BLK 8 | | | | |
| | STICKNEYS ADD | | | | |
| | (Note: Not to be used on legal documents) | | | | |

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

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Developed by **Schneider**
 GEOSPATIAL



Minutes

Airport Board

Municipal Airport, 19623 40th Street, Oelwein, Iowa

October 06, 2022 - 6:30 PM

CALL TO ORDER

Meeting called to order 6:30 p.m.

ROLL CALL

Present: Bryan, Woodruska, Nations, Bagge, Tuchscherer, City Council Liaison Stewart,

Also Present: FBO Tegeler, Pam Tegeler, David Hughes

Absent: Mulfinger

APPROVAL OF MINUTES

1. 9/15/2022 Minutes

A motion was made by Bagge, seconded by Tuscherer to approve the September 19, 2022 minutes. All aye. Motion carried.

FBO REPORT

The City employees will be putting the new lights in the storage room. Tegeler will advise when storage room is ready.

Tegeler has submitted an order for \$543.60 (including freight) to the City for taxiway marker and runway light repair/replacement. \$424 is for 8 reflective markers to replace 6 damaged/missing ones on the new taxiway. Ways to avoid damaging the markers during snow removal was discussed.

There is a visibility issue between runways in the crop area south of the ramp. Mike Mahr, state airport inspector, advised Tegeler to limit the crops in the area south of the ramp to be a low-level crop. This area is FAA noncompliant with tall crops due to the lack of visibility.

There are four empty hangars.

Tegeler requested ordering and installing a new shop walk door. A motion was made by Bagge, seconded by Tuscherer, all in favor.

Tegeler stated according to Mulfinger the City would be paying for replacing the two casement windows broken by rocks from the mower. FBO will pay for the small window by the door.

OLD BUSINESS

David Hughes presented on the plans for the Airport Repavement Project. Hughes discussed what runways will be closed and when they will take place. Hughes also spoke on FAA compliance with the project. Hughes and Bagge spoke to other airport improvement goals and potential funding options.

2. Consideration of a motion to provide a recommendation to the City Council on the Fixed Based Operator contract.

Bryan presented an alternative plan to having an FBO. The shop hangar and terminal office along with fuel sales would be put up for bid. Award would be based on rent and fuel flow amounts paid to the City. Renter would provide terminal janitorial services. Mowing, snow removal, and maintenance will be separate with a part time person hired hourly or with City staff. Referring to issues Independence has had, Bagge is opposed to the plan. Woodruska feels that eventually this might be the way to go, but says Tegeler is working on correcting problems. Nations thinks we have problems with people not doing what

they should be doing. Motion made by Bryan to vote on the alternative FBO plan, and putting the FBO contract up for bid. 3 aye (Tuschscherer, Nations, Bryan), 2 nay (Woodruska, Bagge). Motion carried.

NEW BUSINESS

Bryan reminded board that we will be working on budget next month.

Tuschscherer proposed moving meetings to the third Wednesday of the month. A motion was made by Woodruska, seconded Nations to move the meetings to Wednesday nights. All aye. Motion carried.

Bryan commented on the items in the crew car garage entry. Tegeler agreed to remove his things and the board will work with the city to relocate theirs.

SCHEDULE NEXT MEETING DATE

November 16th, 2022, at 6:30PM

ADJOURNMENT

A motion was made by Nations, seconded by Tuschscherer to adjourn the meeting at 7:55 PM. All aye. Motion carried.

Oelwein Airport Advisory Board FBO Contract Review

FBO Compensation FY23

| | |
|---|----------|
| Contract | 35,292 |
| Shop Hangar Rental Value | 6,000 |
| Electric Reimbursement | 600 |
| Profit From Fuel Sales – Unknown (markup amount not provided) | |
| <hr/> | |
| Total FBO Compensation minus Fuel Sale Profit | \$41,892 |
| FY 23 Revenue Budget | \$52,600 |
| FBO Portion of Airport Revenue | 80% |

At the 9/15 board meeting in a discussion of providing flight training, member Bagge correctly put in perspective, flight training is unaffordable. Whether we like it or not, our culture is constantly changing. Services we've been provided in the past are no longer practical, but with the help of technology, life goes on.

The role of a full time FBO has also changed over the years. A few of the services once offered that are no longer available are aircraft rental, flight instruction, biannual flight reviews, crew car maintenance/repair. The self-serve fuel system will require less labor. The in cockpit ability to access airport information and internet access with smart phones have been game changers for general aviation. Attendance at small airports is no longer expected, and seldom required. The airport functions as it should on weekends and after hours.

As a responsibility of this board's appointment, the FBO position should be evaluated. The City's desire that the airport maintain a balanced budget leaves little revenue for facility maintenance or improvements after FBO expenses. Seal coat is needed to preserve the asphalt paving, the fuel system will need tank and pump upgrades along with other projects to maintain the infrastructure. For FY23 there is \$3,000 budgeted under building. Is an FBO affordable?



Minutes

Park & Rec Meeting
City Hall

Monday October 17th, 2022 - 5:15 PM

Park and Recreation

www.oelwein.fun

Call to Order: 5:18pm

Roll Call: Bouska, Burkhart, Gearhart, Johnson, Jorgensen, Lenz, Meska, Stasi

Attending: Bouska, Burkhart, Gearhart at 5:26, Johnson, Jorgensen, Meska

Absent: Stasi, Lenz

Approval of Minutes

- Consideration of a motion approving the minutes of the September 19th, 2022, meeting

| | | | |
|---------|-------|-------------------|--------|
| Motion: | Meska | 2 nd : | Bouska |
| Aye: | All | Nay: | None |

CIP Items

Johnson reviewed with the board his lists of CIP items to take to council for the next fiscal budget for each of the departments.

Recreation Update

Burkhart stated that they wrapped up fall rec sports this past weekend. Flag football had 13 teams' grades 1-6th, Kindergarten soccer had 4 teams and volleyball with 6 teams. Burkhart stated that dodgeball registrations went out for 1st and 2nd graders. Women's volleyball had 10 teams with 6 of them from out of town. Burkhart stated she tried recruiting for women's softball as that program fell off this past year. Burkhart stated they have seen an increase in usage at wellness center due to the colder weather. Burkhart stated they held rock painting on Wednesday, Jorgensen asked how many kids attended, Burkhart stated 10 signed up but only 8 showed up. Burkhart stated that they have tournaments scheduled at the wellness center with two a month. Burkhart stated that the morning position is open as a long-time employee is retiring. Burkhart stated that they are hosting the business after 5 to celebrate 20 years of the wellness center being open.

Trails Update

Johnson stated that on the segment 3 trail project, the contractor was in to install signs and paint the cross bars across 4th street. The grant though upper explorerland was submitted to the state through the Destination Iowa grant that is part of the Care Act money. Johnson stated that all the counties in NE Iowa applied and invited Oelwein to include their next segment in the grant proposal. The grant money if awarded would go towards segment 2 in the NW section of town and the request was for \$270,157.40. Johnson also stated that he submitted the federal rec trails grant for future trail development for segment two as well this past month. The contractors came in with the final signs for segment three trail to wrap up that aspect of the project. Johnson walked the new trail with Jon Biederman with Fehr Graham, and we came up with some items for the punch list for the contractor to address. Johnson showed the board a map of segment two that is planned for the next season for completion. Johnson provided the board with a graph and totals for the trail counts for the past year. Johnson stated that he attended the Iowa trails summit this past month in Webster City. Johnson stated that there were individuals that oversee a couple of the grants that he applies to were there to talk about their grant programs. Johnson stated that they held their monthly trails meeting last Tuesday at the park maintenance building to talk about future trail development.

Tree Board Update

On the first Monday of the month Johnson invited Andrew Rust, the new Trees Forever representative attend the Tree Board meeting at the park building. This month Johnson picked up the 46 trees from Cannons Greenhouse for the tree boards annual tree planting. This planting is made possible by a \$5,000 grant this department receives through Trees Forever. The employees pulled t-posts from last year tree planting, cut tile for animal guards we place on the trees, and purchased string to tie up the new trees. Johnson stated that the employees dug all the hole prior to the planting and threw the mulch into the holes so on the planting day all they had to do was pull the mulch out of the holes. Johnsons stated there is a ton of leg work to complete for these projects beforehand to make this day go efficiently. After a two-hour rain delay, tree board members Jeff Milks and Kyle Scheel gave a great tree planting demonstration to the volunteers. Park and Rec board members brought volunteers from East Penn; tree board member Kyle Scheel brought employees from his landscaping business as well. Tree board members took the day to come in and help with park and cemetery employees and our Trees Forever representative, Andrew Rust cataloged the plantings with a GPS device. Johnson provided the board with several pictures of the tree planting event. Johnson stated that they will be watering the trees for the next two weeks to ensure they survive.

Tree Board Members: Jeff Milks, Ron Lenth, Kyle Scheel, Bill Brownell

Johnson suggested that everyone please make sure and thank the tree board members that do a fantastic job for this community if they see them. Since 2016 they have planted 585 trees, with an average estimated annual benefit value of \$199 per tree as approximated in the 2018 street tree survey the Park Department and DNR Forestry Department completed.

Parks/Cemetery Update

This month in the park department Johnson stated they have been super busy completing tasks with very limited staff. This month the employees mowed all the city properties for a final time as the weekly rains would not stop but cooler air has arrived this month. The employees have been busy with other tasks such as sweeping facilities, trimming, and cleaning up areas in the parks. The employees took care of the bathroom responsibilities for the remainder of the season as the contractor was done in mid-September. In September the employees were busy taking more ash trees down at City Park and Platt Park. The employees have been leaving the main trunks lay and they disappear overnight thankfully saving us time and money. Johnson stated that between the park and cemetery employees they have taken down 110 ash trees by themselves.

The aquatic center has been winterized for the season and diving well pumped down to keep the dirty water contained to that area. The cemetery foundation orders have come in, so Chris, Dion, and Willie where busy cutting sod and forming up foundation forms this past week. The park employees took an afternoon and installed 4x4 posts at City Park for the disc golf course that we are still working on. The park employees started the huge task of trimming the downtown streetscape this week as they chose to clear the lilies then tackle the bushes. Other tasks completed include dragging the complex parking lot and the gravel roads at Woodlawn.

Johnson stated the airplane project is wrapped up as we helped Jake move some limestone rocks to the area and the lights are being fine-tuned. On Sunday September 25th, the airplane ceremony took place at 1:00pm on a very windy afternoon. There was a great turnout for the event and this a fantastic addition to the park facilities.

Johnson met with Alliant to give them access to change the gas meter at the pool for the main pool boiler. The end of September morning park and cemetery staff poured concrete foundations at Woodlawn, total of 21 foundations where poured. The front sign was decorated with a fall theme by the donor who gifted the sign to the city. Johnson stated that he bought a couple of trees to plant in the park to keep planting as many trees as possible each year. As the temperatures are starting to drop, we started winterizing bathrooms in some of the parks and closing them up for the season. In October staff watered all the trees at Redgate Park that have been planted in the past two years as it had not rained for a while. On the west side of Redgate Park employees dropped 5 dead ash trees that were hanging over west Charles Street. Park employees have been downtown trimming off the lilies in the mornings as this is a large task to complete each season. The campground is going into the final two weekends as Carolyn and Craig did a fantastic job for the city once again this season. Both departments have been busy winterizing bathrooms and water lines in all the properties as the mornings continue to get colder. The employees started gathering all the equipment and bringing it back to the shop for annual maintenance. Johnson showed the board pictures of City Park where the employees removed the old gates at the front entrances. Johnson stated that the old gates were made of old water main piping and had been painted many times and where not appealing.

Board Member Updates - None

Adjournment 5:48pm

Next Meeting: November 21st @ City Hall



PARKS MONTHLY UPDATE, OCTOBER 2022
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

TRAILS UPDATE

SIGNAGE INSTALLED



SEGMENT THREE TRAIL



SEGMENT 2



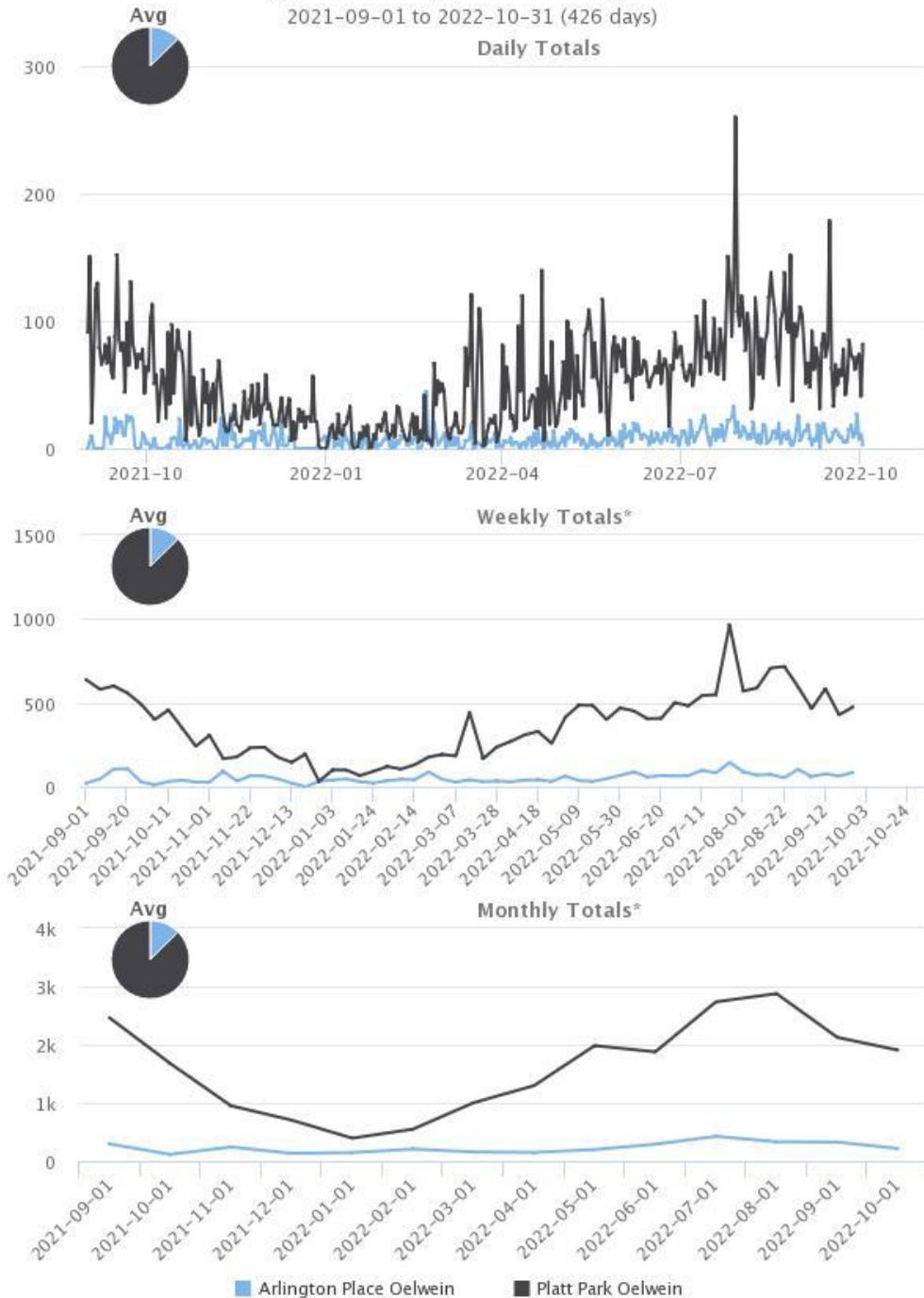


PARKS MONTHLY UPDATE, OCTOBER 2022
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

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Daily/Weekly/Monthly totals



21/22 TRAIL TOTALS

| SITE | SEPT. | OCT | NOV. | DEC. | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | AUGUST | SEPT. | TOTAL |
|-----------------|-------|------|------|------|------|------|-------|-------|------|------|--------|-------|---------------|
| Arlington Place | 294 | 115 | 242 | 134 | 146 | 207 | 158 | 148 | 199 | 290 | 332 | 327 | 2,592 |
| Platt Park | 2458 | 1676 | 950 | 704 | 394 | 548 | 1002 | 1297 | 1984 | 1877 | 2877 | 2,127 | 17,894 |

20,486



PARKS MONTHLY UPDATE, OCTOBER 2022
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

CONFERENCE



TRAIL GRANTS





PARKS MONTHLY UPDATE, OCTOBER 2022
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

TREE BOARD UPDATE



Alliant
Energy™

Tree Board Members: Jeff Milks, Ron Lenth, Kyle Scheel, Bill Brownell





PARKS MONTHLY UPDATE, OCTOBER 2022
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

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2022 TREES FOREVER PLANTING





PARKS MONTHLY UPDATE, OCTOBER 2022
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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PARKS MONTHLY UPDATE, OCTOBER 2022
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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PARK/CEMETERY UPDATE
TRAIL CLEANING



TRIMMING



CLEANING



ASH TREE REMOVAL



ASH TREE REMOVAL





PARKS MONTHLY UPDATE, OCTOBER 2022
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

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FOUNDATIONS



DISC GOLF



NEW FLAG



DOWNTOWN



GRADING ROADS





PARKS MONTHLY UPDATE, OCTOBER 2022
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

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AIRPLANE CEREMONY



AIRPLANE PROJECT





PARKS MONTHLY UPDATE, OCTOBER 2022
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

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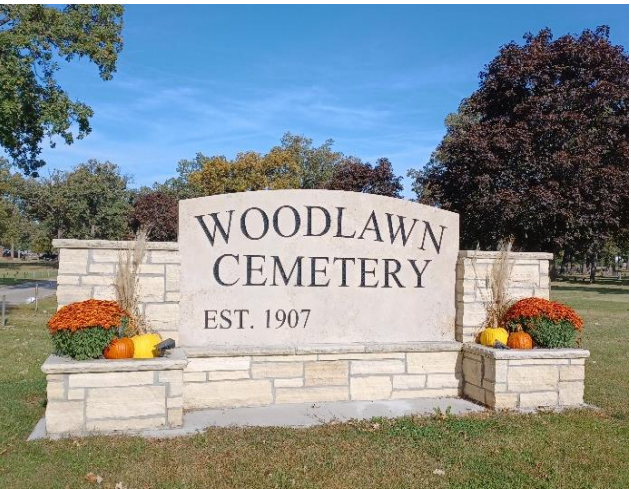
NEW GAS METER



MORE ASH TREE REMOVAL



FOUNDATIONS POURED





PARKS MONTHLY UPDATE, OCTOBER 2022
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

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TREE PLANTINGS



WINTERIZING BATHROOMS



WATERING TREES



DEAD ASH TREES - REDGATE





PARKS MONTHLY UPDATE, OCTOBER 2022
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

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DOWNTOWN / CITY HALL



WINTERIZING



GATHERING EQUIPMENT



PLATT PARK ASH TREE REMOVAL





PARKS MONTHLY UPDATE, OCTOBER 2022
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

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CITY PARK





PARKS MONTHLY UPDATE, OCTOBER 2022
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

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

Park and Recreation

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Daily Activities

www.oelwein.fun

- | | |
|--|--------------------------------------|
| ❖ Clean/organize shop and equipment | ❖ Meet with contractors |
| ❖ Pick up garbage downtown | ❖ Retrieve & upload trail count data |
| ❖ Checking/maintaining parks, cemeteries | ❖ Weed spraying |
| ❖ Maintenance on equipment | ❖ Water downtown flowers |
| ❖ Order supplies for all departments | ❖ Trail sweeping |
| ❖ Safety meetings | |

Progress on Projects

www.oelwein.fun

- | | |
|------------------------------------|--|
| ❖ Website updating | ❖ Stump grinding |
| ❖ Trail easements/grants | ❖ Ash tree removal |
| ❖ Work on Park and Rec master plan | ❖ Trail Segment 3 |
| ❖ Grant writing | ❖ CIP pricing/budget |
| ○ CAT | ❖ Winterized pool |
| ○ NEIC | ❖ Airplane project completed |
| ○ TAP | ❖ Trimming downtown streetscape |
| ○ Trees Forever | ❖ Trees picked up for Trees Forever planting |
| ❖ FRT grant submitted | |
| ❖ Order CIP Items | |

Next Month and Future Projects

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- ❖ Remove old well houses at City Park
- ❖ Drinking fountain install Platt Park
- ❖ Arching sign for entrance at Woodlawn
 - ❖ Replace decking on old bridge
 - ❖ Grant writing
 - ❖ Disc golf signage
 - ❖ Ash tree removal
- ❖ Install solar umbrella at pool from ITC
 - ❖ Pool filter project
 - ❖ Prairie planting
- ❖ Diamond 3 in-field fencing



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

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

City of Oelwein
Camping Registration Comparison

| | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |
|--------------------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|-------|------|-------------|
| March | | | | | | 9 | | | 9 | | | | | COVID | | |
| April | 34 | 7 | 7 | 55 | 1 | 68 | | 12 | 36 | 29 | 20 | 41 | 25 | | 2 | 156 |
| May | 239 | 267 | 273 | 224 | 289 | 403 | 419 | 420 | 246 | 353 | 354 | 586 | 1365 | 128 | 392 | 464 |
| June | 332 | 369 | 585 | 494 | 633 | 489 | 455 | 590 | 404 | 493 | 695 | 723 | 396 | 289 | 474 | 407 |
| July | 349 | 404 | 285 | 379 | 421 | 613 | 782 | 444 | 496 | 336 | 628 | 472 | 504 | 220 | 414 | 347 |
| August | 240 | 380 | 287 | 459 | 478 | 403 | 448 | 358 | 561 | 578 | 950 | 767 | 473 | 236 | 432 | 613 |
| Sept. | 384 | 457 | 235 | 231 | 309 | 429 | 623 | 477 | 420 | 407 | 512 | 207 | 368 | 123 | 408 | 411 |
| Oct. | 103 | 109 | 69 | 64 | 106 | 149 | 125 | 61 | 227 | 247 | 285 | 82 | 57 | 52 | 44 | 122 |
| Nov. | | | | | | 28 | 9 | 9 | 14 | 10 | 30 | | | | | |
| Dec. | | | | | | 21 | | | | | 15 | | | | | |
| Occu pancy Rate | 27% | 31% | 28% | 30% | 36% | 42% | 46% | 39% | 39% | 39% | 56% | 46% | 51% | 17% | 34% | 38% |
| TOTALS | 1681 | 1993 | 1741 | 1906 | 2237 | 2612 | 2861 | 2371 | 2413 | 2450 | 3479 | 2878 | 3188 | 1048 | 2166 | 2520 |

6,200

Tents – 95 nights 2022

Woodlawn Burials

Full Burials 26
 Cremation Burials 23
 49

Park Shelter Reservations

Reservations 83

Ash Trees Removed

Woodlawn 28

 Parks 82
 110

JOSHUA JOHNSON
 OELWEIN PARK SUPERINTENDENT





Oelwein Public Library Minutes – October 11, 2022

The Oelwein Public Library Board of Trustees met on Tuesday, October 11, 2022 at 5:00 p.m. at the Oelwein Public Library.

Present: Mars, Ingersoll, VanDenHul, Berryman, and Macken

Absent: Kerns and Payne

Secretary Ingersoll called the meeting to order at 5:03 p.m.

Agenda approved: Berryman made a motion to approve the agenda. Seconded by VanDenHul. Motion carried.

Minutes approved: Mars made a motion to approve the minutes. Seconded by Berryman. Motion carried.

Correspondences: none

Trustee Training: The board reviewed the standard on providing a public meeting space.

Director's Report:

- The Annual Survey was completed.
- The director will attend a work session on Disaster Preparedness on October 20.
- The city will be picking up junk and unused items from departments on November 2. Ingersoll will make a donation for the picture frame.
- Young's Plumbing will do the HVAC maintenance check on November 3.
- The director will attend a library renovation workshop on November 4.

Friend's Report:

- Monday's meeting is rescheduled for Wednesday.
- The Friend's board is discussing the possibility of cancelling the book sale because of lack of volunteers. If so, library staff will set up the book sale and sell books by the bag. Purchases will be made at the circulation desk.

Bills were reviewed. A deposit of \$1,500 was put into the Hoopla digital download account. Berryman made a motion to approve the bills. Seconded by Mars. Motion carried.

Outdoor children's space: The board would like to purchase instruments through Percussion Play. Mars made a motion to apply for grants to purchase the in-ground Hexad Instrument Collection. Seconded by Berryman. Motion carried. Macken will pursue grants and look at different ground surface options.

FY24 Budget, Bequest Fund, and Capital Improvement Plan: The proposed budget reflects a 3% pay increase and the replacement of a part-time librarian. Vendors that have given notification of increases are telephone, custodian, and the circulation system. Total budget request is for \$348,406. Requested funds available for the Bequest account is \$50,000. Additional requests to the CIP is to replace the digital sign. The board would like to learn more about sound masking options, so this item will be added for FY25. More information is coming from Young's Plumbing on replacing the HVAC system in the future.

Berryman made a motion to approve the proposed budget, Bequest Fund request, and CIP. Seconded by VanDenHul. Motion carried.

Policy Review – Library Hours: The director shared statistics and patron usage patterns for library hours. The board discussed the statistics, community needs, and best utilization of hours. Mars made a motion to change the library hours effective January 1, 2023 to:

Monday and Tuesday – 9:00a.m.-8:00p.m.

Wednesday and Thursday – 9:00a.m.-7:00p.m.

Friday – 9:00a.m.-5:30p.m.

Saturday – 9:00a.m.-3:00p.m.

Sunday – Closed

Seconded by VanDenHul. Motion carried.

Berryman made a motion to adjourn at 5:50.

The next meeting will be Tuesday, November 8, 2022 at 5:15 p.m.

Respectfully submitted,

Susan Macken



Minutes

Housing Committee

Oelwein City Hall, 20 Second Avenue SW, Oelwein, Iowa

October 17, 2022 - 4:00 PM

Present: DeVore, Payne

Also Present: Mulfinger, Fisk

Absent: Garrigus

Pledge of Allegiance

Discussions

1. Tax Abatement Discussion

The committee recommended the following for council approval:

- Single Family New Construction- 5-year 50 percent abatement
- Multifamily (2 or more) renovation or construction- 10-year 90 percent abatement
- Renovation- 10-year 90 percent abatement

2. Workforce Housing Tax Credit Discussion

The Committee was informed from Mulfinger the work he has been doing with KCG companies. Mulfinger wanted to see how Oelwein could qualify for a housing project.

3. Downtown Housing Options

The committee was not interested in working toward a program to assist downtown housing improvements. Fisk felt the downtown TIF program was sufficient.

4. 3-D Printed Homes

Mulfinger has a follow up call October 26, 2022. Payne wanted the committee to focus on senior housing.

Adjournment

June 30, 2022

Dear City Administrator Mulfinger and City Council.

I am writing to represent the Plentiful Pantry as a member of the Plentiful Pantry's Board. We would like to make these requests;

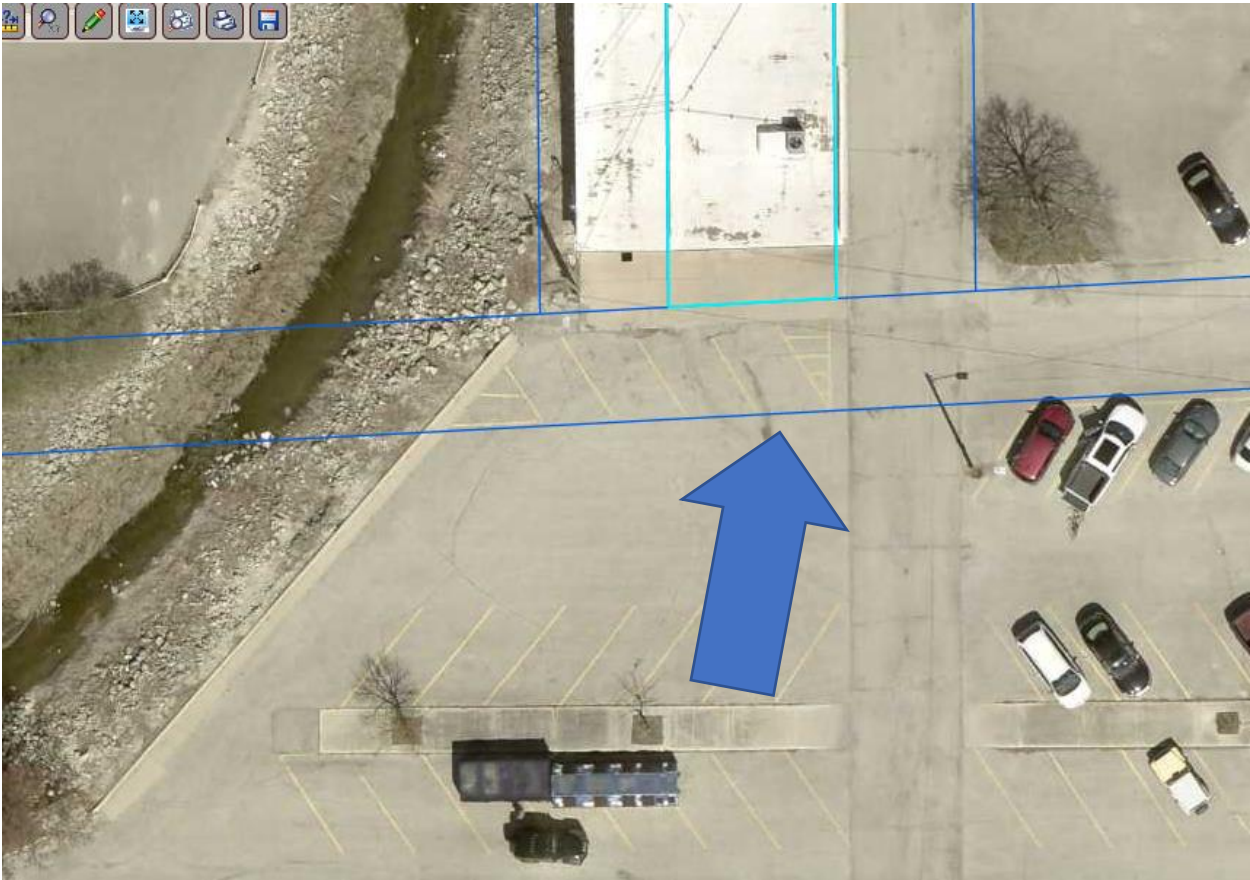
1. Have the Northeast Iowa Food Bank monthly truck, that has been using the parking lot at the present Oelwein Community Plaza, to be moved behind the new Plentiful Pantry for drop off. The Plentiful Pantry is directly south, across the street from the Oelwein Community Plaza. The truck would park in the city parking lot.
2. The Pantry is requesting one handicap parking spot directly behind the Plentiful Pantry for patrons.

Thank you for considering these 2 requests.

A handwritten signature in black ink that reads "Barb Schmitz". The signature is written in a cursive, flowing style.

Barb Schmitz
Plentiful Pantry Board Member
319.283.0578

Plentiful Handicap Parking Request Map 10/20/2022





To: Mayor and City Council
From: Dylan Mulfinger
Subject: Administrator’s Council Agenda Memo
Date: 10/24/2022

Consent Agenda

- 1. Consideration of a motion to approve the October 10, 2022 minutes.
- 2. Consideration of a motion to approve the October 12, 2022 minutes.
- 3. Claims Resolution in the amount of \$912,730.36.
- 4. Consideration of a motion to approve the Class B Beer Permit amendment for Oelwein Chamber and Area Development, Inc.
- 5. Consideration of a motion to approve the Class C Liquor License for Von Tucks Bier HOURS, DBA: Dave's Place.
- 6. Consideration of a motion approving payment to Confluence, Inc in the amount of \$10,015.45 for professional services for the Plaza Park Project.

Public Hearing

- 7. Public Hearing for the sale of 517 North Frederick Avenue at 6:00 PM on October 24, 2022 at the Oelwein Council Chambers

Ordinances

- 8. Consideration of an ordinance amending Chapter 19 Article II Dogs and Cats - First Reading.
 - 1. Public Safety reviewed these changes, and they are ready for council approval. The City Administrator recommends approving the first reading.

Resolutions

- 9. Consideration of a resolution adopting the policies compliant to the 2022 CDBG Grant for the Water/Sewer Improvements.
 - 1. The CDBG grant that Oelwein received for the work on the Northeast sewer line has several federal requirements. This resolution ensures we meet the criteria for the grant. The City Administrator recommends approving the resolution.
- 10. Consideration of a Resolution Adopting Iowa Department of Transportation City Street Finance Report.
 - 1. This report is required annually by the state of Iowa. No issues were present this year. The City Administrator recommends approving the resolution.
- 11. Consideration of a resolution to approve an agreement for dispatch services for Fayette County.



1. The City Administrator encourages everyone to read the provided memo for this item. The City Administrator recommends tabling this resolution until the county can provide more information.
12. Consideration of a resolution approving the sale of 517 North Frederick Avenue in the amount of \$1,000 to Chris Gann.
 1. This sale will add to an existing property in Oelwein. The City Administrator recommends approving the resolution.

Motions

13. Consideration of a motion to enter into a contract between Upper Explorerland Regional Planning Commission and the City of Oelwein for the CDBG Sewer Improvement Project.
 1. This contract will ensure the City has professional administration of the grant. The City has had an excellent working relationship with Upper Explorerland and knows that their staff are experts on this grant. The City Administrator recommends approving the motion.
14. Consideration of a motion accepting the bid from Mätt Construction of 117,504.90 for the Plaza Demolition Project.
 1. The City has had successful projects with Mätt Construction and is excited to work with them on removal of the plaza building. This first phase of the project will level the ground and prepare for the second project in the spring. The City Administrator recommends approving the bid.
15. Consideration of a motion to approve this project and the Schwickert's Tecta America's bid proposal of \$15,775.00 for the emergency repairs of the chimney and roof at the fire department
 1. This roof leak has gotten worse and is starting to ruin improvements made in the building. The CIP has funding for this as the city will push back gear replacement for one year. At this point this is a higher priority. This item is brought to council as it was not in the CIP or budgeted. The City Administrator recommends approving the bid.
16. Consideration of a motion to set a public hearing for the sale of 22 7th Street SW 6:00 PM on November 14, 2022 at the Oelwein Council Chambers.