



Agenda

City Council Work Session Meeting
Oelwein City Hall, 20 Second Avenue SW, Oelwein, Iowa
6:30 PM

April 22, 2024
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Matt Weber

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

Pledge of Allegiance

Discussions

- [1.](#) Discussion on the Fiscal Year 2025 Salary Resolution.
- [2.](#) Discussion on Benefits.
- [3.](#) Discussion on the Fiscal Year 2025 Fee Schedule.
- [4.](#) Discussion on the Overtime Policy.
- [5.](#) Discussion on Inclement Weather Public Building Policy
- [6.](#) Discussion on the Community Change Grant.

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

RESOLUTION NO. _____

RESOLUTION ESTABLISHING COLLECTIVE BARGAINING AND NONUNION SALARIES FOR CITY EMPLOYEES

Be it resolved by the City Council of the City of Oelwein, Iowa that the following salary schedule is hereby adopted and effective with Pay Period Date Beginning June 30, 2024 through the pay period ending June 26, 2027.

SECTION 1.

Aquatic Center		Start	Second Season	Third Season	Fourth Season
Manager	Hourly	\$15.00	\$15.45	\$15.91	\$16.78
Assistant Manager	Hourly	\$12.36	\$12.73	\$13.11	\$13.50
Lifeguard	Hourly	\$10.30	\$10.61	\$10.93	\$11.26
Front Desk & Maintenance	Hourly	\$8.24	\$8.49	\$8.74	\$9.00
Concession Manager	Hourly	\$12.36	\$12.73	\$13.11	\$13.50
Private Lessons with Water Safety Instructor		Additional \$.50			
Season End Stipend for All Hours Worked*		Additional \$.25			

*Must work the entire regular season to earn the season end stipend.

Building & Inspections		FY25 - Start	Service Steps								
			1 Year	2 Years	4 Years	7 Years	10 Years	15 Years	20 Years	25 Years	30 Years
Administrative Assistant	Hourly	\$21.40	\$22.26	\$23.15	\$23.61	\$24.08	\$24.56	\$25.05	\$25.30	\$25.56	\$25.81
Code Enforcement Officer	Hourly	\$22.14	\$24.58	\$26.30	\$26.82	\$27.36	\$27.91	\$28.46	\$28.75	\$29.04	\$29.33
Building Inspector	Hourly	\$25.26	\$27.03	\$28.92	\$29.50	\$30.09	\$30.69	\$31.30	\$31.62	\$31.93	\$32.25
		Supervisor Service Steps									
			3 Years	7 Years	10 Years	15 Years	20 Years	25 Years	30 Years		
Zoning Admin/Building Official	Bi-Weekly	\$2,643.58	1%	1%	1%	1%	1%	1%	1%	1%	1%

City Hall		Service Steps									
		FY25 - Start	1 Year	2 Years	4 Years	7 Years	10 Years	15 Years	20 Years	25 Years	30 Years
Clerk/Admin Asst.	Hourly	\$21.40	\$22.26	\$23.15	\$23.61	\$24.08	\$24.56	\$25.05	\$25.30	\$25.56	\$25.81
Clerk 1	Hourly	\$23.51	\$24.45	\$25.43	\$25.94	\$26.46	\$26.98	\$27.52	\$27.80	\$28.08	\$28.36
Clerk 2	Hourly	\$24.80	\$25.79	\$26.82	\$27.36	\$27.91	\$28.47	\$29.03	\$29.33	\$29.62	\$29.91
		Supervisor Service Steps									
		3 Years	7 Years	10 Years	15 Years	20 Years	25 Years	30 Years			
Clerk Treasurer	Bi-Weekly	\$3,522.45		1%	1%	1%	1%	1%	1%	1%	1%
City Administrator	Bi-Weekly	\$4,980.19		1%	1%	1%	1%	1%	1%	1%	1%

Library (As approved by the Library Board)	
Pages	Hourly
Part-Time	Hourly
Outreach Librarian	Hourly
Assistant Director	Hourly
Director	Bi-Weekly

Police Department			Service Steps								
		FY25 - Start	1 Year	2 Years	4 Years	7 Years	10 Years	15 Years	20 Years	25 Years	30 Years
Dispatch/Clerical	Hourly	\$21.40	\$22.26	\$23.15	\$23.61	\$24.08	\$24.56	\$25.05	\$25.30	\$25.56	\$25.81
Admin Asst/Dispatch	Hourly	\$22.40	\$23.30	\$24.23	\$24.71	\$25.21	\$25.71	\$26.22	\$26.49	\$26.75	\$27.02
Officer	Hourly	Per Contract									
Police Part-Time Certified	Hourly	1 Year Officer									
Police Part-Time Non-Certified	Hourly	\$21.03-\$26.20									
			Supervisor Service Steps								
				3 Years	7 Years	10 Years	15 Years	20 Years	25 Years	30 Years	
Lieutenant - Second											
Start - Non-Resident	Bi-Weekly	\$3,101.09		1%	1%	1%	1%	1%	1%	1%	
Start - Resident	Bi-Weekly	\$3,194.12		1%	1%	1%	1%	1%	1%	1%	
Lieutenant - First											
Start - Non-Resident	Bi-Weekly	\$3,141.90		1%	1%	1%	1%	1%	1%	1%	
Start - Resident	Bi-Weekly	\$3,236.16		1%	1%	1%	1%	1%	1%	1%	
Captain	Bi-Weekly	\$4,004.99		1%	1%	1%	1%	1%	1%	1%	
Chief	Bi-Weekly	\$4,711.76		1%	1%	1%	1%	1%	1%	1%	

Public Works		Service Steps										
		FY25 - Start	1 Year	2 Years	4 Years	7 Years	10 Years	15 Years	20 Years	25 Years	30 Years	
Operator	Hourly	\$22.63	\$25.35	\$27.12	\$27.66	\$28.22	\$28.78	\$29.36	\$29.65	\$29.95	\$30.24	
Grade I	Hourly	\$24.56	\$27.51	\$29.43	\$30.02	\$30.62	\$31.23	\$31.86	\$32.18	\$32.50	\$32.82	
Grade II	Hourly	\$25.37	\$28.41	\$30.40	\$31.01	\$31.63	\$32.26	\$32.91	\$33.24	\$33.57	\$33.91	
Grade III	Hourly	\$27.88	\$31.23	\$33.41	\$34.08	\$34.76	\$35.46	\$36.17	\$36.53	\$36.89	\$37.26	
Grade IV	Hourly	\$29.76	\$33.33	\$35.66	\$36.38	\$37.11	\$37.85	\$38.60	\$38.99	\$39.38	\$39.77	
		Supervisor Service Steps										
		FY25				3 Years	7 Years	10 Years	15 Years	20 Years	25 Years	30 Years
Water Street Lead	Hourly	\$33.31			1%	1%	1%	1%	1%	1%	1%	
Wastewater Lead	Hourly	\$36.40			1%	1%	1%	1%	1%	1%	1%	
Assistant Public Works Director	Bi-Weekly	\$3,042.31			1%	1%	1%	1%	1%	1%	1%	
Public Works Director	Bi-Weekly	\$3,823.10			1%	1%	1%	1%	1%	1%	1%	
			Second Season	Third Season	Fourth Season							
Summer Help	Hourly	\$12.36	\$12.73	\$13.11	\$13.50							

SECTION 2. For full-time employee wages:

FY2026	4% increase for wages
FY2027	4% increase for wages

SECTION 3. For part-time, summer, seasonal, and temporary employee wages:

FY2026 & FY 2027 - Wages will be reviewed by the responsible department head and presented to the City Administrator for consideration and approval.

SECTION 4. Fulltime union & non-union personnel electing medical insurance coverage shall contribute toward premiums as outlined below.

Beginning Date	Single Coverage	Family Coverage
30-Jun-24	\$101.84	\$179.16

SECTION 5. An employee who takes on the Safety Official role appointed by the City Administrator receives an additional \$1.00 an hour annually. When the employee is no longer the safety official, the \$1.00 is taken away.

SECTION 6. A City Hall employee, with five years of service in a clerk setting, who takes on the Deputy Clerk/Asst. Treasurer/Office Manager roles are eligible to receive an additional \$1.00 an hour annually. When the employee becomes certified through the Iowa Municipal Finance Officers Association, they are



To: Mayor and City Council
From: Dylan Mulfinger
Subject: City Staff Benefits
Date: 4/22/2024

At the February 26 work session, the City Council discussed the requests for new benefits from employees. The following lists show what council is in favor of moving forward with for FY2025:

1. 6% annual wage increase for 3 years.
- ~~2. 25% annual longevity increase for 3 years~~
- ~~3. Vacation rollover~~
- ~~4. Additional holidays: Presidents' Day and Good Friday~~
- ~~5. Gifting unused sick leave to another employee with extended illness/caregiving issues~~
- ~~6. Paid parental leave~~
7. Increase Emergency Sick leave to 80 hours
- ~~8. Using sick leave payout to pay insurance premiums for retirees.~~
9. Summer hours – 4-day work weeks Memorial Day to Labor Day
10. Flex spending credit cards instead of submitting invoices to Advantage Administrators

Should the Council still be in favor of the above, the City Administrator will prepare them for a vote on May 13 agenda.



2023 Benefit Proposal to Council

The requests below were made by staff on October 25 that are not in an active union. This includes hourly employees in Public Works, Parks, City Hall, Community Development, and Library.

11. 6% annual wage increase for 3 years.
12. 25% annual longevity increase for 3 years
13. Vacation rollover
14. Additional holidays: Presidents' Day and Good Friday
15. Gifting unused sick leave to another employee with extended illness/caregiving issues
16. Paid parental leave
17. Increase Emergency Sick leave to 80 hours
18. Using sick leave payout to pay insurance premiums for retirees.
19. Summer hours – 4-day work weeks Memorial Day to Labor Day
20. Flex spending credit cards instead of submitting invoices to Advantage Administrators

Incentives for New Hires

21. Incentive pay to employees who do not use city health insurance.
22. Holiday pay allowed in the first year of employment regardless of the start date.

City Administrator Benefit Proposal to City Council

1. 6% annual wage increase for 3 years.
 - a. In a year where departments are working to cut back spending, the idea of having aggressive pay increases does not seem compatible. However, failing to invest in the most important resource for the city creates short-term and long-term problems. Staff are aware that recent pay increases have lagged inflation. Staff provided comparable data that showed Oelwein has been lower in wage increases compared to the public and private sector. Moving to a three-year schedule will help alleviate the annual discussion and help create a longer term plan for staff and the organization. This leads the City Administrator to recommend the following increase schedule.
 1. July 1, 2024- Five Percent
 2. July 1, 2025- Five Percent
 3. July 1, 2026- Four Percent
2. 25% annual longevity increase for 3 years
 - a. The City Council has been resistant to raise longevity for several years. Longevity ensures that employees with a significant tenure with the city are compensated for their experience. Longevity helps create an incentive for employees to stay longer with the city and creates separation between a two-year employee and a ten-year employee. Should the city council want to move away from longevity, the City Administrator recommends approving a percentage increase scale that has already been approved for the Police Union. This schedule would provide a 1 percent increase in wages for employees who reach milestone years. The milestone years would follow the current longevity year schedule.



3. Vacation rollover
 - a. After discussions with the Department Heads, The City Administrator felt this was not a needed benefit. The current culture of the organization allows all employees to take their vacation within the year. Rolling over vacation would only increase low department numbers during heavy work times.
4. Additional holidays Presidents' Day and Good Friday
 - a. The City Administrator feels that no holiday needs to be added as a holiday was added last year. Should the city council move for lower wages, then the addition of a holiday could be considered.
5. Gifting unused sick leave to another employee with extended illness/caregiving issues
 - a. After thorough discussion and investigation with the Department Heads, this benefit is not needed. Staff should have more than enough sick time as they can bank up to 1008 hours. Should a staff member find themselves in an emergency, the Administration has made it a priority to work with good employees and find ways to get them back to work to ensure they stay with the organization.
6. Paid parental leave
 - a. The City Administrator is recommending two weeks paid for maternal and paternal leave. Often young staff members do not have a lot of vacation to use for the birth of their child. This is an issue as this is an important milestone in an employee's life. Creating this benefit is good for recruitment and retention.
7. Increase Emergency Sick leave to 80 hours
 - a. The City Administrator recommends making this increase. Staff currently have 40 hours annually that they can use of their own sick time for spouse, children, and parents. Employees have come close to this limit and increasing it will help employees as they tend to their medical issues outside of work.
8. Using sick leave payout to pay insurance premiums for retirees.
 - a. This benefit should be explored more. The city does not pay out sick leave or provide it to employees when they leave for any incentive. Sick leave serves two purposes; to be used when one or a family member is sick, and short-term disability. If the city moves forward with providing this incentive, a study should be undertaken to understand the financial liability.
9. Summer hours – 4-day work weeks Memorial Day to Labor Day
 - a. The City Administrator recommends implementing the four ten day work week May of 2024.
10. Flex spending credit cards instead of submitting invoices to Advantage Administrators
 - a. The city is investigating this request.

Incentives for New Hires

11. Incentive pay to employees who do not use city health insurance.
 - a. The city is investigating this request.
12. Holiday pay allowed in the first year of employment regardless of the start date.
 - a. The city is investigating this request.



Oelwein Fee Schedule
April 22, 2024 Proposal

City Hall		
Description	Detail	Amount
Research	Conducting Research for Public	Staff time calculated to the quarter hour at \$30.00 per hour
Open Records Request	Labor	Staff time calculated to the quarter hour at \$30.00 per hour
Special Session Council Meeting	Request for a special council meeting by an outside organization	\$50 per council member and \$50 administration fee
Copies		\$1.00
Color Copies		\$2.00
Photo Copy		\$0.25 per page
Cigarette Permit		\$75.00
Peddler Permit		\$35.00
Bank Return Fees		\$30.00
Notary Service	Resident	N/C
	Non-Resident	\$10.00
Video/Audio Tape Copy		\$25.00
Food Truck Permit	One Day	\$25.00
	One Week	\$50.00
	One Month	\$100.00
	One Year	\$250.00
Food Truck Electricity	Per Occurrence	\$20.00
Sidewalk Café/Parklet Permit	One Year	\$25.00



Oelwein Fee Schedule
April 22, 2024 Proposal

Police		
Description	Detail	Amount
Alarm responses determined to be false	first & second in 12 month period	No Charge
	3rd false alarm in 12 month period	\$50.00
	4th & subsequent with 12 months	\$75.00
Delivery of public crime or accident reports		
	Reports	\$15.00
	Copy of audio or video	\$25.00
	Copy of computer disc evidence	\$25.00
	Duplicate copy of digital photos	\$10.00 per page
Fingerprinting		\$15.00
Subpoena and Warrant Return	Mileage reflects IRS standard mileage	\$35.00 – 1 mile min. plus \$.50 per copy
Service of Court Order (ie. Writ or No Contact Order)	Mileage reflects IRS standard mileage	\$35.00 – 1 mile min. plus \$.50 per copy
Service of Court Order (ie. Writ or No Contact Order)	Mileage reflects IRS standard mileage	\$35.00 – 1 mile min. plus \$.50 per copy
	Replacement Tag	\$1.00
	Delinquent License (add'l)	\$5.00
	Animal Impound Fee	\$20.00
Bicycle	Tag	\$3.00
	Replacement Tag	\$1.00
Parking Tickets	Parking Ticket	\$25.00
	Handicap Parking Ticket	\$200.00
Vehicle	Impound Fee	\$75.00
	Storage	\$25.00/day
Officer Present for Abatement Clean-up	Court ordered clean-up	\$150.00/hour
Police Officer traffic control	Fire or disaster traffic control	\$50.00/hour
Police vehicle traffic control	Fire or disaster traffic control	\$75.00/hour
Expert Witness Fee	Officers subpoena for testimony for a non-criminal court hearing (ie. divorce hearing, civil suit etc..)	\$150.00/hour two hour minimum
Fireworks	Permit Fee (Selling)	\$100.00
Fireworks	Annual Inspection (Selling)	\$200.00
Display Permit	Providing a show	\$200.00



Oelwein Fee Schedule
 April 22, 2024 Proposal

Animal License by Dog Type (American Kennel Club Breeds by size, mixed breed based on weight)	License Fee for spayed/neutered and chipped dog	License Fee for spayed/neutered dog	License fee for dog
Giant – 75 plus pounds	\$10.00	\$25.00	\$50.00
Large – 55-85 pounds	\$10.00	\$25.00	\$50.00
Medium – 35-65 pounds	\$10.00	\$20.00	\$40.00
Small – 7-35 pounds	\$10.00	\$20.00	\$40.00
Toy – 2-9 pounds	\$10.00	\$20.00	\$40.00

Fire Department		
Description	Detail	Amount
Residential Fire Service Fee		\$500
Commercial-Industrial Fire Service Fee		\$750
Motor Vehicle Accident Response		\$250
Motor Vehicle Accident Response with Extrication		\$500
Personnel	Firefighter	\$25.00 per hour
Incident Report		\$10.00
Burning Permit	Outside of open burning	\$25.00
Damaged Equipment		Billed at replacement cost
Equipment Cleaning		Billed at parts and labor cost
False Alarms		First and second in 12 months no charge Third \$50.00 Fourth and Proceeding \$75.00
Lockouts	Home and Business.	\$100.00 non emergency
Burning Complaint	First and second no charge	Third \$50.00 Fourth and Proceeding \$75.00
Carbon Monoxide		\$45.00



Oelwein Fee Schedule
April 22, 2024 Proposal

Community Development			
Description	Detail	Amount	Proposed
Official Present for abatement clean-up	Court ordered clean-up inspection	\$150.00/hour	
Preliminary Plat Fee		\$50.00	
Final Plat		\$100.00	
Re-Zoning		\$75.00	
Board of Adjustment	Variance Request	\$75.00	
Building Permit	See attached		Attached Addendum
Temporary Structure	Permit	\$35.00	
Lot Mowing	Per Hour, minimum one hour	\$150.00	
Snow Removal	Per Hour, minimum one hour	\$150.00	
Late Permit Fee	Failure to pull and pay a permit	Doubles the permit fee with a minimum of \$100.00	
Stop Work Order	Stopping work because of no permit	\$25.00	
Rental Permit single family housing	Annual	\$85.00	
Multi-family housing structure	Annual	\$85.00	
Multi-family housing additional number of units		\$25.00	
Initial Inspection		\$0.00	
2 nd Inspection	60 days after initial inspection	Pass \$0.00 Fail \$100.00	
3 rd Inspection	15 days after 2 nd inspection Failure of a third inspection results in the pulling of the occupancy permit and being placed on the habitual violator list. The property cannot	Pass \$0.00 Fail \$250.00	



Oelwein Fee Schedule
April 22, 2024 Proposal

	be rented for six months.		
Occupancy Renewal Inspection	6 months after last failed inspection	\$100.00	
No show inspection		\$100.00	
1 st Reschedule	Only allowed before 2 nd inspection 15 day maximum	\$25.00	
2 nd Reschedule	Only allowed before 2 nd inspection 15 day maximum	\$100.00	
1 st Complaint Insp - If founded complaint		\$25.00	
2 nd Complaint Insp - If founded complaint		\$50.00	
3 rd or more Complaint Insp - If founded complaint		\$75.00	
Failure to Register Rental Unit	Per day (Maximum \$300)	\$10.00	
Appeal		\$100.00	
Vacant Residential	Annual	\$25	
Vacant Commercial	Annual	\$50	
Vacant Industrial	Annual	\$100	
Failure to Register Vacant Unit	Per Day (Maximum \$300)	\$10.00	
Vacant Building 1 st Inspection		\$0.00	
Vacant Building 2 nd Inspection		Pass \$0.00 Fail \$250.00	
Vacant Building 3 rd Inspection and any subsequent inspections		Pass \$0.00 Fail \$350.00	

Airport		
Description	Detail	Amount
Airport Hanger (East)	Month Rental	\$65.00



Oelwein Fee Schedule
April 22, 2024 Proposal

Airport Hanger (West)	Month Rental	\$70.00
Airport Hanger (new)	Month Rental	\$90.00
Community Hanger	Month Rental	\$155.00
Courtesy Car		



Oelwein Fee Schedule
April 22, 2024 Proposal

Library		
Description	Detail	Amount
Replacement Library Card		\$2.00
Non-Resident Library Card		\$2.00
Lost item	Retail	Cost of replacement
Lost magazine		Cover Price or \$5.00
Repair damaged item		\$2.00
Return check		\$30.00
Return check bank charge-back fee		\$5.00
Research	postage and copy costs	Cost of consumables
Interlibrary Loan postage fee		\$3.00
Earbuds		\$2.00
Black and White copies	per page	\$0.20
Color copies	per page	\$0.50
Fax transmission	first page	\$0.50
	each additional page	\$1.00
Fax receiving	first page	\$0.20
	each additional page	\$0.50
Unattended child/in need of caregiver	after library is closed; per minute	\$1.00
Unpaid overdue items submit to Collections	total cost of items minimum of \$25	\$13.00
Public Photocopies on Rite Price copier	per page	\$0.20
Passport Acceptance Facility	per application	Set by the Department of State
Passport Photo	per application	\$15.00



Oelwein Fee Schedule
 April 22, 2024 Proposal

Parks		
Description	Detail	Amount
Campground		
Tent Site	Primitive	\$10.00-max stay 4 consecutive days
	Supplementary to RV site	\$6.00
61 & Under	30 Amp sites – Daily	\$20.00
	30 Amp sites – Weekly	\$95.00
	30 Amp sites – Monthly (30 Days)	\$320.00
61 & Under	50 Amp sites - Daily	\$23.00
	50 Amp sites - Weekly	\$110.00
	50 Amp sites – Monthly (30 Days)	\$345.00
Sr. 62+	30 Amp sites – Daily	\$18.00
	30 Amp sites – Weekly	\$90.00
	30 Amp sites – Monthly (30 Days)	\$305
	50 Amp sites – Daily	\$22.00
	50 Amp sites – Weekly	\$100
	50 Amp sites – Monthly (30 Days)	\$325.00
Kayak/Paddleboard	One Hour Per Kayak/PB	\$10.00
	Four Hours Per Kayak	\$35.00
	Two or more for four hours per kayak	\$30.00
Box of Wood		\$5.00
Shelter Rental	Capacity 60-100	\$25.00
Shelter Rental (Railroad shelter at City Park and new shelter at Platt's Park)	Capacity 200	\$30.00
Memorial Benches	Grey Stone with Plaque	\$1,100



Oelwein Fee Schedule
 April 22, 2024 Proposal

Recreation		
Description	Detail	Amount
Flag Football	1st-4th grade	\$25.00
Volleyball	3rd-6th grade	\$25.00
Basketball	Kindergarten-6th grade	\$25.00
Dodgeball	1st-6th	\$20.00
Soccer	Kindergarten-6th grade	\$25.00
Little League		
Blast ball	3 & 4 year olds	\$20.00
T-ball	Kindergarten	\$25.00
Baseball/Softball	1st-4th grade Local	\$30.00
Baseball/Softball	3rd-7th Travel	\$50.00
Diamond Rental Fee	Diamond Prep per game	\$40.00
Tennis	1st-8th	\$25.00
Adult Sports		
Women's Volleyball	Per Team	\$60.00
Coed Volleyball	Per Team	\$60.00
Women's Softball	Per Team	\$200.00
Coed Softball	Per Team	\$200.00
Men's Softball	Per Team	\$225.00
Adult Tennis	Per Individual	\$15.00
Adult Disc Golf	Per Individual	\$15.00



Oelwein Fee Schedule
April 22, 2024 Proposal

Aquatic Center (Pool)		
Description	Detail	Amount
American Red Cross / Learn-to-Swim Classes		\$35.00
Private Lessons		\$60.00
Passes (2023)		
	Family Pass	\$150.00 up to 5 persons, \$5.00 for each add'l family member
	Single Pass 18+	\$70.00
	Child season Pass 7-17	\$40.00
	Nany Pass	55.00
Season Pass 1 member		\$40.00
Season Pass 1 member age 6 and over		\$75.00
Season Pass 2 members		\$135.00
Season Pass 3 members		\$155.00
Season Pass 4 members		\$175.00
Season Pass 5 members		\$195.00
Season Pass 6 members		\$215.00
Season Pass 7-10 members		\$235.00
10-Punch Card for Person 6 or Older		\$50.00
10-punch card for person 5 or younger		\$20.00
Daily Admissions:	Everyone	\$5.00
Swim Team	Part time –Fairbank/Dunkerton	\$5.00
	Full time kids	\$10.00
	Concession rental per use	\$30.00
Facility Reservations:		
Pool Party Prices – Including Water Slide		
1 Hour Pool Party	1-100	\$130.00
1 Hour Pool Party	100+	\$170.00
2 Hour Pool Party	1-100	\$150.00
2 Hour Pool Party	200+	\$190.00



Oelwein Fee Schedule
April 22, 2024 Proposal

Cemetery			
Description	Detail	Amount	
Grave Openings			
Regular Season			
Grave Opening	Weekday opening (Apr 1-Nov 30)	\$600.00	
Grave Opening	Infant grave (Apr 1-Nov 30)	\$175.00	
Grave Opening	Holidays/Saturdays (Apr 1-Nov 30)	\$800.00	
Grave Opening	After hours (Apr 1-Nov 30)	\$750.00	
Cremation Opening	Cremation (Apr 1-Nov 30)	\$300.00	
Cremation Opening	Holidays/Sat. cremation (Apr 1-Nov 30) After Hours	\$450.00	
Cold Weather Season			
Grave Opening	Weekday opening (Dec 1 –March 30)	\$700.00	
Grave Opening	Infant grave (Dec 1 –March 30)	\$275.00	
Grave Opening	Holidays/Saturdays (Dec 1 –March 30)	\$850.00	
Grave Opening	After hours (Dec 1 –March 30)	\$850.00	
Cremation Opening	Cremation (Dec 1 –March 30)	\$400.00	
Cremation Opening	Holidays/Sat. cremation (Dec 1 –March 30) After Hours	\$500.00	
Continuation on Weekdays	Any continuation of services keeping city crews after 3:30 PM (All Year)	\$100 per hour (Min. 1 hour)	
Grave Spaces			
Grave Space	Regular space	\$300.00	
	Memorial section	\$250.00	
	Baby lot	\$150.00	
Interment Certificate	(formerly "Deed")	\$25.00	
State Audit Fee		\$5.00	\$10.00
Exchange Grave Spaces		\$50.00	
Foundations			
Foundations	Per running ft. (\$100 min)	\$70.00	
Foundation Removal	Per foot	15.00	



Oelwein Fee Schedule
April 22, 2024 Proposal

Disinterment / Reinternment		
Disinterment of a casket		\$600.00
Reinternment of a casket		\$600.00
Disinterment of a cremation vault		\$250.00
Reinternment of a cremation vault		\$250.00
Disinterment of a baby casket		\$175.00
Reinternment of a baby casket		\$175.00

Forestry		
Description	Detail	Amount
Tree Removal Permit	City approved, licensed contractor removal	\$0
Tree Trimming Permit	City approved, licensed contractor trimming	\$0
Tree Removal Fine	Removal of City tree without City permission	Based on judgement
Yard Waste Site whole tree charge	Cost of taking an entire tree from private property	See policy



Oelwein Fee Schedule
April 22, 2024 Proposal

Utilities		
Description	Detail	Current
Penalty for Unpaid Bills	Penalty for bills not paid by the 15 th of the month	10% of the unpaid balance
Labor only		\$150.00
Labor 1 EE and Equipment 1 unit	Assistance on jobs and work within city limits	\$200.00 per hour
Labor 1 EE and Equipment 1 unit	Assist on jobs and work within city limits OT rate	\$300.00 per hour
Labor 1 EE and Equipment 1 unit	Assistance on jobs and work outside city limits	\$250.00 per hour
Labor 1 EE and Equipment 1 unit	Assist on jobs and work outside city limits OT rate	\$350 per hour
Labor 1 EE	Additional staff member assist on jobs in city	\$30 per hour
Labor 1 EE	Additional staff member assist on jobs in city OT Rate	\$45 per hour
Disconnect Notice	Door Tag Posting	\$50.00
Water Off/On	Per Trip	\$20.00
Meter	Install or Remove	\$20.00
Excessive Trip Fee	No person is present for the turn on or meter install	\$50.00
Trip Data or Sample Collection - Industry	Per Trip	\$25.00
Denial of External Register Installation	Per Trip	\$25.00
Deposit	Any person w/out 3 yrs. established service	\$150.00
Deposit	Any person not in good standing	\$300.00
Meter Accuracy Test		\$75.00
Fire Sprinkler Test	Witness or Conduct by Business	\$75.00
Call Out per hour	Carry through from regular hrs.	\$40.00
Call Out per hour Industrial Surcharge	After hours, 2 hr. minimum Reporting for DNR	\$80.00 \$35.00 monthly
Lab Testing	Charge for each test completed	Cost of test if shipped out
Lock Box	In addition to service charge	\$1.00 per Day
Discharge Request	Charge for processing and researching discharge	\$250 flat fee



Oelwein Fee Schedule
April 22, 2024 Proposal

Temporary Construction Meter 5/8" Service Line	Deposit	\$300.00
Temporary Construction Meter Hydrant set, small 5/8"	Deposit	\$500.00
Temporary Construction Meter Hydrant set, large 2"	Deposit	\$5,000.00
Frost Plates/Meters are updated as price and/or Labor Fees Increase		
Surcharges		\$0.45 cents per pound BOD \$0.26 cents per pound TSS \$2.50 cents per pound TKN
Mailbox Replacement		\$55.00
Use of barricades & signs & labor	Accident / private incident / emergencies	\$4 per day
Use of cones & labor	Accident / private incident / emergencies	\$3 per day

Single Hauler		
Description	Detail	Amount
Trash Pickup	April 2023-2024 Monthly	\$12.26
	April 2024-2025 Monthly	\$12.26
	April 2025-2026 Monthly	\$12.51
	April 2026-2027 Monthly	\$13.36
	April 2027-2028 Monthly	\$14.21
Admin Fee	Monthly	\$1.25
Container Exchange	One Time Charge	\$50
Container Replacement Fee	One Time Charge	\$100
Assisted/Elderly/Disabled Pickup		No additional fee
Bulk Item	Each item	\$20
Extra Bag Sticker	Each Sticker	\$2
Unpaid Bills	Penalty for bills not paid by the 15 th of the month	10% of the balance



Oelwein Fee Schedule
April 22, 2024 Proposal

Wellness Center		
Description	Detail	Amount
Single Membership	12 Month	\$324.00
	6 Month	\$234.00
Married Couple	12 Month	\$432.00
	6 Month	\$324.00
Family	12 Month	\$540.00
	6 Month	\$402.00
Sr. Single	12 Month	\$216.00
	6 Month	\$168.00
Sr. Married Couple	12 Month	\$312.00
	6 Month	\$234.00
Student Membership	12 Month High School Gr 9-12	\$240.00
Student Membership	College 1 month Winter Break	\$25.00
Student Membership	College 3 month Summer Break	\$75.00
Corporate Membership	Contract with individual businesses	Per Contract
Key Tag	Replacement	\$2.00
Personal Training Member	1 session 1 person	\$30.00
	1 session 2 person	\$25.00 each
	1 session 3 person	\$22.00 each
	4 session 1 person	\$100.00
	4 session 1 person	\$100.00
	4 session 2 person	\$92.00 each
	4 session 3 person	\$80.00 each
	8 session 1 person	\$184.00
	8 session 2 person	\$168.00 each
	8 session 3 person	\$144.00 each
	12 session 1 person	\$252.00
	12 session 2 person	\$228.00 each
12 session 3 person	\$192.00 each	



Oelwein Fee Schedule
 April 22, 2024 Proposal

Personal Training non-member	1 session 1 person	\$40.00 each
	1 session 2 person	\$35.00 each
	1 session 3 person	\$32.00 each
	4 sessions 1 person	\$140.00
	4 sessions 2 person	\$132.00 each
	4 sessions 3 person	\$120.00 each
	8 sessions 1 person	\$264.00 each
	8 sessions 2 person	\$248.00 each
	8 sessions 3 person	\$224.00 each
	12 sessions 1 person	\$372.00 each
	12 sessions 2 person	\$384.00 each
	12 sessions 3 person	\$312.00 each
After School Punch Card	20-day snack card	\$25.00
Day Pass	Adult	\$8.00
Day Pass	K-12	\$5.00
10 Day Punch Card	Adult	\$50.00
10 Day Punch Card	K-12	\$30.00
Gym Rental	2-hour Party (ie Birthday)	\$50.00
	4+ Hr Tournament Rental	\$150.00
	Practice Gym Rental	\$25.00
24 Hour Access	12 Months	\$60.00
24 Hour Fob	Replacement	\$15.00



Oelwein Fee Schedule
April 22, 2024 Proposal

***Addendum A**

BUILDING PERMIT FEE SCHEDULE

TOTAL VALUATION	FEE
\$1 to \$500	\$20
\$501 to \$2,000	\$20 for the first \$500; plus \$2 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2,001 to \$40,000	\$50 for the first \$2,000; plus \$9 for each additional \$1,000 or fraction thereof, up to and including \$40,000
\$40,001 to \$100,000	\$392 for the first \$40,000; plus \$6 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,000 to \$500,000	\$752 for the first \$100,000; plus \$4.50 for each additional \$1,000 or fraction thereof, up to and including \$500,000
\$500,001 to \$1,000,000	\$2,552 for the first \$500,000; plus \$3.50 for each additional \$1,000 or fraction thereof, up to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$4,302 for the first \$1,000,000; plus \$2 for each additional \$1,000 or fraction thereof, up to and including \$5,000,000
\$5,000,001 and over	\$14,302 for the first \$5,000,000; plus \$1 for each additional \$1,000 or fraction thereof

Items in blue show proposed changes to Council.
Excerpts from the personnel manual.
Work Session April 22, 2024

7.2 Hours of Work

(A) Work schedules, including starting times and ending times, shall be set by each Department Head with approval of the City Administration.

(B) The city and its Department Heads upon approval of the City Administrator shall set the hours of work determined to best provide the service to be rendered to the public. The hours scheduled shall not be construed as a guarantee of hours or days of work scheduled.

(1) The standard workday shall be the normal eight (8) hours a day duration for all full-time employees other than Police and Fire Department personnel. The normal work week for full-time employees shall consist of a forty (40) hour week. Working more than forty (40) hours per week when an employee is not exempt from the Fair Labor Standards Act will be considered overtime. Employees shall not accrue overtime without prior authorization from their Department Head.

1.1 From Memorial Day to Labor Day, Departments, with permission from the city Administrator, may elect to take the option of working four ten-hour days.

(2) It is understood and agreed that the determination of the work schedules for all employees may be changed by the city, from time to time, to meet the city's requirements. It is also understood and agreed that the city shall have the right to extend or maintain the hours of work for any employee, and the employee shall be required to work at times as scheduled by the city. The city must provide 24 hours of notice for this work to be a continuation of the day and not be overtime.

(3) It is understood and agreed that while the city may have to modify work schedules to adequately staff each shift and to serve the public, the city agrees to give the affected employee(s) as much notice as possible of a change in the employees' schedule of hours to be worked.

(C) Questions involving hours of work or break periods (see Section 7.4 below) shall be determined by each Department Head with the approval of the City Administrator. The City Administrator retains final authority. Requests to change or alter hours shall follow Section 12.2

19.2 Overtime

(A) All overtime must be preauthorized by the Department Head or their designee. Overtime is authorized only for emergency work unless approved by the City Administrator or Department Head. "Emergency work" shall mean that which is needed because of a natural catastrophe or for the protection of life and property. It shall not mean routine day-to-day work. Any employee who accrues overtime without prior authorization from the Department Head or City Administrator for non-emergency work shall be disciplined, up to and including termination.

(B) Unless a CBA applies and states otherwise, employees shall only be paid overtime for actual hours worked. Sick time, holidays, vacation, funeral leave, and personal days shall not be considered actual hours worked for purposes of calculating overtime.

(C) If a CBA applies and requires it, pre-authorized overtime shall be pursuant to the Department's call out list. Otherwise, overtime shall be directed by the Department Head, or their designee as deemed necessary to meet operational necessities.

(D) All call outs during off-duty hours shall be paid a call out rate at the time and one-half rate with a guaranteed minimum of two (2) hours worked. Refusing overtime can result in discipline up to and including termination.

A call out is when an employee is called into work before or after their designated shift.

Continuation of work is when an employee is working past the designated 8-hour, or 10-hour shift. Continuation of work is only overtime if the employee has 40 hours of hours worked during that week.

(E) A pattern of refusing or missing calls from the call out list shall result in discipline up to and including termination. Refusing overtime can result in discipline up to and including termination.

(F) Unless a CBA applies and states otherwise, overtime pay at a rate of time and one-half shall be paid for all hours over forty (40) hours per week for actual hours worked as explained in 19.2(B). The work week begins Sunday morning at 12:01 AM and ends on the following Saturday at 11:59 p.m. unless otherwise specified.

19.3 Compensatory Time (Non-Exempt Employees)

(A) Non-exempt employees who work overtime may be entitled to compensatory time off in lieu of overtime pay. If additional hours over forty (40) hours per week are not true overtime hours worked, the hours must be paid out to the employee as straight time during that pay period **unless they are call out hours paid at time and one half** and cannot be added to the employee's compensatory time bank.

(B) Compensatory time is subject to the approval of the Department Head involved and the City Administrator. The Department Head shall track compensatory time earned, used and unused.

(C) Unless otherwise provided for by a CBA, non-exempt employees can bank up to 40 hours of compensatory **time every six months. This time frame for the six months is January to June and July to December. Once the employee has reached their 40 hours in their six-month period, all overtime will be paid out to the employee and cannot be converted to compensatory time. City employees will be allowed to earn a total of 80 hours of compensatory time annually.**

(D) Employees will be paid out all of their accrued compensatory time the final pay period in June, and the final pay period in December.

(E) Compensatory time must be taken in a minimum of one-quarter hour increments.

Proposed Inclement Weather Policy

It is the policy of the City of Oelwein to keep its facilities and services available to the public during periods of emergencies and inclement weather to the extent possible that is compatible with the health and safety of the public and city employees.

During emergencies or periods of inclement weather, the following procedure shall apply:

The City Administrator (or City Clerk; if neither is available, the Police Chief or Public Works Director, in consultation with department heads when possible, will make the determination whether to close city buildings/offices to routine business. The following resources may assist in making the decision:

- Recommendation of affected department heads
- Recommendation of the Police Chief
- National Weather Service weather forecast for the City of Oelwein and surrounding area
- Implementation of a tow ban by the Iowa State Patrol in the surrounding area
- Road condition reports from the Public Works Director
- Any other applicable resource.

When the City Administrator determines that due to an emergency or inclement weather, steps must be taken to protect City employees and the public, one of the following choices will be made:

City buildings will remain open to the public. Employees performing non-essential functions are expected to make a reasonable effort to report for work. However, employees will not be expected to report to work if, in the employee's judgement, such action would place their personal safety at risk. These employees must report such absences to their department head as soon as possible. Employees unable to report to work or who voluntarily leave work early due to inclement weather or other emergency shall use vacation, compensatory time, personal days, or unpaid leave of absence in accordance with the City of Oelwein Personnel Manual and applicable collective bargaining agreements.

If City Hall closes for inclement weather or an emergency, all non-essential personnel are instructed to stay home. Department Heads may determine during these times if a work from home option is feasible. Work from home days may be planned in the event that significant weather is probable the next day. Staff must maintain city issued equipment allowing them to work from home.

Essential personnel is defined as those employees within public safety and public works and other essential functions as determined by the City Administrator. Essential personnel are expected to report to work during said emergency closures unless excused by their department head.

All offices shall open the following day unless directed by the City Administrator

The closure of the city buildings/offices will be announced using multiple means of communication, including the city's text notification system, city's website, and social media. Department heads will be responsible for contacting their staff.

Compensation:

Unless addressed in a collective bargaining agreement, regular compensation will continue for up to one day for employees scheduled to work when the City Offices are closed.

Employees scheduled off work due to vacation, personal, sick, etc. must use the corresponding approved leave.

Employees not scheduled to work will not receive compensation.

Essential employees who are not able to report to work due to a weather emergency shall utilize available paid time off, i.e. vacation or personal day with supervisory approval.

The City Administrator may authorize the pickup of essential employees using city equipment within city limits.

Compensation for building closures longer than one day will be addressed by the City Administrator on a case-by-case basis and will follow applicable collective bargaining agreements. In the event of a catastrophic emergency, the City Administrator will work with the City Council to determine the applicability of this policy. The city may setup a remote site and require employees to report as needed.



MSA Project Number: 08884014

This AGREEMENT (Agreement) is made effective 3/1/24 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: (608) 356-2771

Representative: Brittney Mitchell

Email: bmitchell@msa-ps.com

CITY OF OELWEIN (OWNER)

Address: 20 2nd Ave Sw, Oelwein, IA 50662

Phone: (319) 283-5440

Representative: Dylan Mulfinger Email: dmulfinger@cityfoelwein.org

Project Name: EPA Community Change Grant Application

The scope of the work authorized is: EPA Community Change Grant Application completion including narrative, project scoping, and project budget. Project ideas to be vetted include: Brownfield Redevelopment (Downtown Soccer Complex), multi-use trails, park and open space development, greening of existing school yards, development and expansion of vegetative barriers, water fountains in schools and parks and other project that may align with the grant program. MSA may assist with public engagement activities as deemed necessary by the Owner.

The schedule to perform the work is: Approximate Start Date: 3/4/24
Approximate Completion Date: 11/30/24

The estimated fee for the work is: \$12,500

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment A: Rate Schedule is attached and made part of this Agreement.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF OELWEIN

MSA PROFESSIONAL SERVICES, INC.

Dylan Mulfinger
City Administrator
Date: _____

Brittney Mitchell
Funding Team Leader
Date: _____

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. Location of Utilities. Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. Professional Representative. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. Construction. When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. Standard of Care. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. Municipal Advisor. MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. Conduct Expectations. Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitment for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

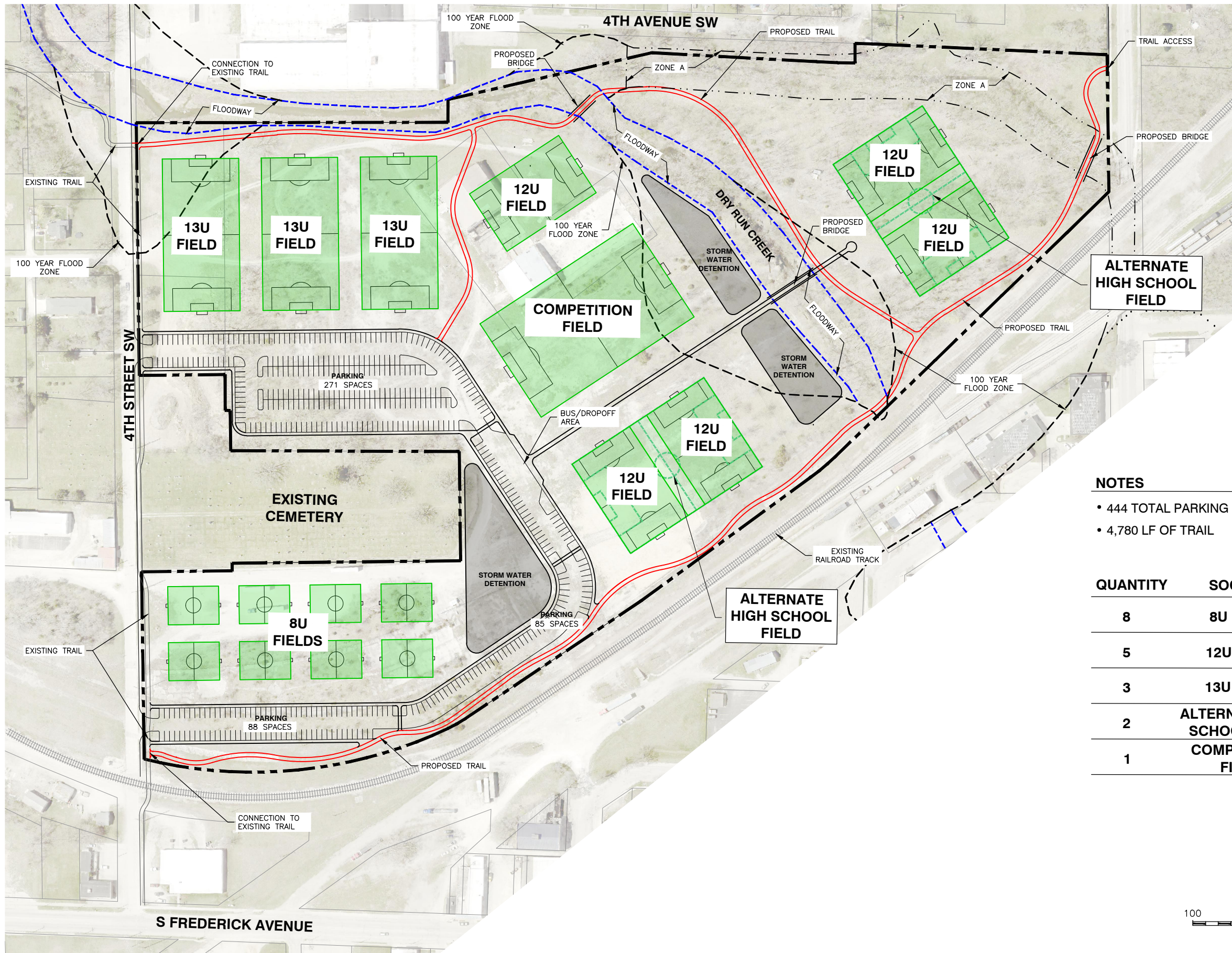
**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 75 – \$150/hr.
Architects	\$ 75 – \$215/hr.
Community Development Specialists	\$135 – \$185/hr.
Digital Design.....	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists.....	\$105 – \$185/hr.
Geographic Information Systems (GIS).....	\$ 95 – \$185/hr.
Housing Administration	\$ 95 – \$170/hr.
HR.....	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators	\$105 – \$130/hr.
IT Support	\$175 – \$195/hr.
Land Surveying.....	\$ 75 – \$185/hr.
Landscape Designers & Architects.....	\$ 75 – \$215/hr.
Planners.....	\$ 75 – \$205/hr.
Principals	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems	\$150 – \$200/hr.
Project Managers.....	\$150 – \$230/hr.
Real Estate Professionals	\$135 – \$165/hr.
Staff Engineers	\$ 75 – \$145/hr.
Technicians.....	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator	\$ 90 – \$115/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies	\$0.12/page
Plots	\$0.006/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour
Dini Laser Level	\$30/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight

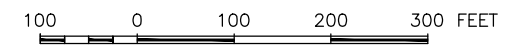
Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.



NOTES

- 444 TOTAL PARKING SPACES
- 4,780 LF OF TRAIL

QUANTITY	SOCCER FIELD SIZE CHART
8	8U FIELD 75' X 100' (25 YDS X 33.3 YDS)
5	12U FIELD 135' X 210' (45 YDS X 70 YDS)
3	13U FIELD 150' X 300' (50 YDS X 100 YDS)
2	ALTERNATE HIGH SCHOOL FIELD 210' X 310' (70 YDS X 103.3 YDS)
1	COMPETITION FIELD 220' X 360' (73.3 YDS X 120 YDS)



REVISIONS		
REV. NO.	DESCRIPTION	DATE



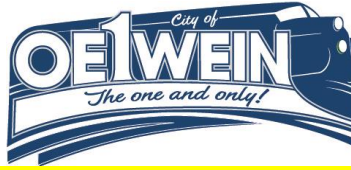
To: Mayor and City Council
 From: Dylan Mulfinger
 Subject: Community Change Grant
 Date: 4/22/2024

The City Administrator is requesting \$12,500 in funding to write a grant that would help Oelwein secure a new soccer complex and address downtown flooding. While this is not a guarantee, Oelwein does qualify more than most communities in the state and nation. Below is information from MSA who would provide the grant writing service.

As we've discussed, we believe that the City of Oelwein stands a decent chance of securing funding through the Community Change Grant for your Brownfield Redevelopment project at the former railyard site. We see the base project as converting that railyard to a soccer and park complex with trails connecting to the rest of Oelwein's trail system, including along Dry Run Creek, as well as water quality improvements in the Dry Run Creek area that would complement the City's flood reduction activities. Additional activities that would enhance/compliment the base project could be added as we proceed with the application to meet the grant program's focus. Below are some talking points regarding the program, links associated with the Program, and I have highlighted strategies we believe Oelwein's base project would address.

[Inflation Reduction Act Community Change Grants Program | US EPA](#)

1. The City of Oelwein is considered an EPA IRA Disadvantaged Community making it eligible for funding. - [EPA IRA Disadvantaged Communities \(arcqis.com\)](#)
2. Applications are accepted on a rolling basis through November 2024.
3. The program has \$2 billion. Track 1 of the program (construction/implementation) requires projects totaling \$10-\$20 million.
4. Requires a partnership between 2 or more non-profit organizations; a local government or higher education institution is considered a non-profit.
5. The project must benefit a disadvantaged community, but doesn't have to be located within the community. (i.e. A water quality project upstream from a disadvantaged community.)
6. The project must be completed within 3 years.
7. Projects must address at least one climate action strategy and one pollution reduction strategy.
 - a. Climate Action Strategies
 - i. Green infrastructure and nature-based solutions.
 - ii. Mobility and transportation options for preventing air pollution and improving public health.
 - iii. Energy efficient, healthy, and resilient housing and buildings.
 - iv. Microgrid installation for community energy resilience.
 - v. Community resilience hubs.
 - vi. Brownfield redevelopment and emissions reduction and climate resilience.
 - vii. Waste reduction and management to support a circular economy.
 - viii. Workforce development programs for occupations that reduce greenhouse gas emissions and air pollutants.
 - b. Pollution Reduction Strategies
 - i. Indoor air quality and community health improvements.



- ii. Outdoor air quality and community health improvements.
 - iii. Clean water infrastructure to reduce pollution exposure and increase overall system resilience.
 - iv. Safe management and disposal of solid and hazardous waste.
8. The City's recent Comprehensive Planning process with meaningful public engagement supports this application.