



Agenda

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

March 11, 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

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

- [1.](#) Public Comment Policy.

Consent Agenda

- [2.](#) Consideration of a motion approving the February 26, 2024 minutes.

Public Hearing

- [3.](#) Public hearing on proposal to enter into a General Obligation Bridge Improvement Loan Agreement.

Ordinances

- [4.](#) Consideration of an ordinance amending Chapter 19: Animals and Fowl, Section 3: Bothersome Animals and Adding Section 12: Chickens on Residential Property - Second Reading.
- [5.](#) Consideration of an ordinance amending Chapter 7: Water and Sewer, Article II, Section 10: Water Rates and amending Article III, Section 41: Sanitary Sewer - Surcharges: Schedules. - First Reading.

Resolutions

- [6.](#) Consideration of a resolution taking additional action on proposal to enter into a General Obligation Bridge Improvement Loan Agreement and providing for the levy of taxes to pay General Obligation Bridge Improvement Bonds, Series 2024.
- [7.](#) Consideration of a resolution approving an engineering agreement with Origin Design for the 10th Street Bridge.
- [8.](#) Consideration of a resolution approving task order No. 1 with Origin Design for the design of 10th Street Bridge in the amount of \$154,000.00.

- [9.](#) Consideration of a resolution scheduling a Public Hearing for the Proposed Property Tax Hearing for the Fiscal Year 2025 (2024-2025) Budget for April 8, 2024 at 5:30 PM at the Oelwein City Council Chambers.
- [10.](#) Consideration of a resolution authorizing staff to seek bids for the Oelwein Municipal Airport Lighting Vault.
- [11.](#) Consideration of a resolution setting a public hearing on the proposed plans and specifications on the Oelwein Municipal Airport Lighting Vault on March 25, 2024 at 6PM in the Oelwein Council Chambers.
- [12.](#) Consideration of a resolution approving a contract with TP Anderson & Company, P.C. for auditing services for fiscal years 2024, 2025, and 2026.
- [13.](#) Consideration of a resolution to approve the City Hall Window Replacement Project in the amount of \$62,977.00 with Allied Glass.
- [14.](#) Consideration of a resolution to enter into a development agreement with Matt Construction for 1 South Frederick.
- [15.](#) Consideration of a resolution awarding Downtown Property Forgivable Loans for building improvements provided by Tax Increment Financing.
- [16.](#) Consideration of a resolution approving a contract with CSG Forte for CivicRec payment processing software.

Motions

- [17.](#) Consideration of a motion approving the direction from the Planning, Finance, Enterprise, and Economic Development Committee the Hotel Motel funding request of \$10,000.00 to the Grand Theatre of Oelwein.
- [18.](#) Consideration of a motion approving the direction from the Planning, Finance, Enterprise, and Economic Development Committee the Hotel Motel funding request of \$1,500.00 to the Williams Center for the Arts.

Committee Reports

- [19.](#) Report from Garrigus on the Parks and Recreation Commission meeting.
- [20.](#) Report from Ricchio on the Airport Board meeting.

Council Updates

Mayor's Report

City Attorney's Report

City Administrator's Report

- [A.](#) City Administrator.

Adjournment

- [ii.](#) Additional Information.
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In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 319-283-5440



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

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



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

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

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



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



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



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
February 26, 2024 - 6:00 PM

Pledge of Allegiance

Call to Order

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

Roll Call

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

Also Present: Mayor DeVore, City Administrator Mulfinger, City Clerk Barb Rigdon

Absent: NA

Additions or Deletions

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

All aye. Motion carried.

Citizens Public Comments

1. Public Comment Policy

No written or oral comments were received.

Consent Agenda

2. Consideration of a motion approving the February 12, 2024 minutes.
3. Claims resolution in the amount of \$612,985.98.
4. Consideration of a motion approving the amendment to the Class 'B' Alcohol License for Kwik Star #665.
5. Consideration of a motion approving the amendment to the Class 'E' Alcohol License for Kwik Star #1156.

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

All aye. Motion carried.

Ordinances

6. Consideration of an ordinance amending Chapter 19: Animals and Fowl, Section 3: Botherome Animals and Adding Section 12: Chickens on Residential Property - First Reading.

A motion was made by Seeders, seconded by Weber to approve the first reading of an ordinance amending Chapter 19: Animals and Fowl, Section 3: Botherome Animals and Adding Section 12: Chickens on Residential Property.

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

Nays: NA

Motion carried.

Resolutions

7. Consideration of a resolution approving an agreement for bond services with Dorsey & Whitney, LLP in the amount of \$13,500 for the FY2025 10th Street Bridge Bond.

A motion was made by Weber, seconded by Payne to adopt Resolution No. 5517-2024.

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

Nays: NA

Motion carried.

8. Consideration of a resolution setting the date for public hearing on proposal to enter into a General Obligation Bridge Improvement Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$1,500,000.00 on March 11, 2024 at 6PM in the Oelwein Council Chambers.

A motion was made by Garrigus, seconded by Weber to adopt Resolution No. 5518-2024.

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

Nays: NA

Motion carried.

9. Consideration of a resolution approving Pay Application No. 2 in the amount of \$116,890.28 for Oelwein Reed Bed Expansion and EQ Liner to Shift Companies.

A motion was made by Seeders, seconded by Garrigus to adopt Resolution No. 5519-2024.

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

Nays: NA

Motion carried.

10. Consideration of a resolution approving an Iowa Transportation Alternatives Set-Aside Program Application.

A motion was made by Lenz, seconded by Weber to adopt Resolution No. 5520-2024.

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

Nays: NA

Motion carried.

11. Consideration of a resolution approving a contract with CSG Forte for CivicRec payment processing software.

Mayor DeVore felt the rates are extremely high and requested an open-source option.

A motion was made by Seeders, seconded by Ricchio to table the resolution in search of alternative options.

All aye.

Motion carried.

Motions

12. Consideration of a motion to provide Fayette County with the City of Oelwein's Proposed Tax Levy.

A motion was made by Seeders, seconded by Weber to provide Fayette County with the City of Oelwein's Proposed Tax Levy.

All aye.

Motion carried.

13. Consideration of a motion to direct staff to prepare a development agreement with Matt Construction in the amount of \$100,000 for rehabilitation of 1 South Frederick.

A motion was made by Garrigus, seconded by Payne to direct staff to prepare a development agreement with Matt Construction in the amount of \$100,000 for rehabilitation of 1 South Frederick.

All aye.

Motion carried.

14. Consideration of a motion to allow the Pony Express Riders of Iowa to collect funds for Camp Sunnyside at the intersection of Frederick and Charles on March 29, 2024 from 7:30AM to 12:00PM.

A motion was made by Weber, seconded by Lenz to allow the Pony Express Riders of Iowa to collect funds for Camp Sunnyside at the intersection of Frederick and Charles on March 29, 2024 from 7:30AM to 12:00PM.

All aye.

Motion carried.

Mayor's Report

Mayor DeVore attended the Fayette County Solid Waste Commission meeting. He reported landfill and recycling fees will increase. New rates will be effective January 1, 2025.

City Administrator’s Report

City Administrator Mulfinger reported he will be attending the Iowa League of Cities Legislature Day in Des Moines on March 6, 2024.

Adjournment

A motion was made by Lenz, seconded by Weber to adjourn the meeting at 6:26 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 February 26, 2024 and copy of said proceedings was furnished to the Register February 27, 2024.

Dylan Mulfinger, City Administrator

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A
LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL
AMOUNT NOT TO EXCEED \$1,500,000

(GENERAL OBLIGATION)

The City Council of the City of Oelwein, Iowa (the “City”), will meet on March 11, 2024, at the Oelwein City Council Chambers, Oelwein, Iowa, at 6 o’clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$1,500,000 for the purpose of paying the costs, to that extent, of constructing bridge and related infrastructure improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Oelwein, Iowa.

Dylan Mulfinger
City Administrator

Ordinance 1211

AN ORDINANCE AMENDING CHAPTER 19 – ANIMALS AND FOWL -
Section 19-3 Bother Some Animals; Addition of Section 19-12 Chicken on
Residential Property

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

Section 1. That Chapter 19 of the City Code of the City of Oelwein, Iowa, be amended by removing section 19-3 and replacing with the following language:

19-3 BOTHERSOME ANIMALS

A) It is unlawful for a person to possess within residential areas of the City bothersome animals such as bees, cattle, horses, goats, swine, sheep, fowl, excluding hen chickens if otherwise possessed in accordance with the City Code, and further excluding fowl kept in bird cages as a pet inside the principal Dwelling as defined by Chapter 25 of this Code of Ordinances, with allowable pets to never include chicken, geese, duck, and other common domestic or state protected birds, donkey, alpaca, buffalo, llama, any other domesticated livestock, or feral cats. The possession of bothersome animals within residential areas shall only be allowed for educational purposes on public school property.

1. Gerbils, hamsters, guinea pigs, rabbits, mice, exotic birds, snakes, insects, lizards, and other similar animals that are normally sold at pet stores and maintained as household pets and maintained in an enclosure inside a principal or accessory structure are not considered a bothersome animal, but may be excluded under other provisions of the City Code of Ordinances.

Section 2. That Chapter 19 of the City Code of the City of Oelwein, Iowa, be amended by adding the following language:

19-12 CHICKEN ON RESIDENTIAL PROPERTY

Chicken on residential property shall abide by the following:

1. Be kept in an enclosure which is fully enclosed on all sides and top.
 - i. 4 square feet of space minimum provided per chicken.

- ii. Enclosures must be in rear yard and may occupy a max of 100 square feet of ground space.
 - iii. Enclosures shall be maintained to be aesthetically and structurally sound; and be made of weather-resistant materials.
2. A maximum of ten hens shall be allowed on a property.
3. Be female chickens(hens). Roosters are prohibited.
4. Enclosures must be kept in a clean, dry, odor-free, neat and sanitary condition at all times. Odors from chickens, chicken manure or other chicken related substances shall not be perceptible beyond the boundaries of the property.
5. Chickens shall be provided with access to feed and clean water. The feed and water shall be unavailable to rodents, wild birds, and predators.
6. No person shall keep chickens inside a single-family dwelling unit, multi family dwelling unit(s) or rental unit.
7. No chickens are allowed to run at large.
8. Noise from chickens shall not be loud enough beyond the boundaries of the property to disturb persons of reasonable sensitivity.

Section 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. Effective March 25, this ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the Council this 25th day of March, 2024.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded March 26, 2024.

Second Reading on March 11, 2024:
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				
Ricchio				
Seeders				
Payne				

First Reading on February 26, 2024:
It was moved by Seeders and seconded by Weber
that the Ordinance as read be adopted, and upon roll
call there were:

	AYES	NAYS	ABSENT	ABSTAIN
Weber	x			
Garrigus	x			
Lenz	x			
Ricchio	x			
Seeders	x			
Payne	x			

Third Reading on March 25, 2024 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				
Ricchio				
Seeders				
Payne				

ORDINANCE NO. 1212

AN ORDINANCE AMENDING WATER AND SEWER RATES, CHAPTER 7 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, with subsequent amendments, be amended by deleting Section 7-10 in its entirety and replacing it as follows:

SECTION 7-10 WATER RATES

1. The following rates shall be effective July 1, 2024, until adjusted pursuant to subparagraph (1), above:

A. Usage Charges for water furnished to users located within boundaries of the City of Oelwein:

Fiscal Year	Start Date	Minimum for 75 cubic feet	Rate over 75 cubic feet per 100 cubic feet
FY2025	7/1/2024	\$16.89	\$6.75
FY2026	7/1/2025	\$17.31	\$6.92
FY2027	7/1/2026	\$17.75	\$7.09
FY2028	7/1/2027	\$18.19	\$7.27
FY2029	7/1/2028	\$18.64	\$7.45
FY2030	7/1/2029	\$19.11	\$7.64
FY2031	7/1/2030	\$19.59	\$7.83
FY2032	7/1/2031	\$20.08	\$8.02
FY2033	7/1/2032	\$20.58	\$8.22
FY2034	7/1/2033	\$21.09	\$8.43

East Penn qualifies for a water rate equivalent to a 5% rate reduction for seven years started January 1, 2018 and ending December 31, 2024. This discounted rate is effective when East Penn Manufacturing exceeds 150,000 cubic feet consumption monthly.

B. Charges for water furnished to users located outside the boundaries of the City of Oelwein are double the charges laid out in section 7-10 A.

Section 2. That the General Ordinances of the City of Oelwein adopted July 1, 2012, with subsequent amendments, be amended by deleting Section 7-41 A and replacing it with the following:

A. Usage Charges for sewer furnished to users located within boundaries of the City of Oelwein:

Fiscal Year	Start Date	Minimum for 75 cubic feet	Rate over 75 cubic feet per 100 cubic feet
FY2025	7/1/2024	\$22.64	\$9.42
FY2026	7/1/2025	\$23.21	\$9.66
FY2027	7/1/2026	\$23.79	\$9.90
FY2028	7/1/2027	\$24.38	\$10.14
FY2029	7/1/2028	\$24.99	\$10.40
FY2030	7/1/2029	\$25.62	\$10.66
FY2031	7/1/2030	\$26.26	\$10.92
FY2032	7/1/2031	\$26.91	\$11.20
FY2033	7/1/2032	\$27.58	\$11.48
FY2034	7/1/2033	\$28.27	\$11.76

East Penn qualifies for a sewer rate equivalent to a 5% rate reduction for seven years started January 1, 2018 and ending December 31, 2024. This discounted rate is effective when East Penn Manufacturing exceeds 150,000 cubic feet consumption monthly.

B. Charges for sewer furnished to users located outside the boundaries of the City of Oelwein are double the charges laid out in section 7-41 A:

Section 7. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This ordinance shall become effective July 1, 2024.

First reading - March 11, 2024
 Second reading - March 25, 2024
 Third reading - April 8, 2024

Passed and adopted by the City Council of the City of Oelwein, Iowa, this day of April 8, 2024.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded April 9, 2024.

Second Reading on March 25, 2024
It was moved by _____ and seconded by _____
that the Ordinance as read be adopted,
and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

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

First Reading on: _ March 11, 2024
It was moved by _____ and seconded by _____
that the Ordinance as read be adopted, and upon roll
call there were:

AYES NAYS ABSENT ABSTAIN

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

Third Reading on April 8, 2024. It was moved by _____
and seconded by _____ that the
Ordinance as read be adopted, and upon roll call
there were:

AYES NAYS ABSENT ABSTAIN

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



To: Mayor and City Council
From: Dylan Mulfinger
Subject: 2024 Rate Increase Memo
Date: 3/11/2024

The city council has the opportunity to step in front of the demands for improvements to the water and sewer utility. This increase will ensure a ten-year program that will bring in five large projects to each utility.

- Water
 - \$16.89 which includes the first 75 cubic feet
 - \$6.75 for 100 cubic feet
 - Six Projects totaling \$9,003,412 in 10 years
 - Zero dollars paid in interest
 - \$1,350,512 interest if loaned
- Sewer
 - \$22.64 which includes the first 75 cubic feet
 - \$9.42 for 100 cubic feet
 - Six Projects totaling \$14,084,884 in 10 years
 - Zero dollars paid in interest
 - \$2,112,733 interest if loaned

Should the city move forward, the city could apply for CDGB funds to help expand the project each year. This will add another \$6,000,000 to the city completing projects. The city of Oelwein will complete \$29,088,296 in projects in 10 years should the City Council vote for an increase.

2025 Rate Proposal

I want to fix water lines, I want to fix sewer lines, I want to make sure the sewer plant stays current, and I want to fix streets.

Say no more

Rate Schedule

- Consumers pay a flat rate each month on water and sewer, then pay a consumption rate.
- Water
 - \$12.51 which includes the first 75 cubic feet
 - \$5.00 for 100 cubic feet
- Wastewater/sewer
 - \$17.55 which includes the first 75 cubic feet
 - \$7.30 for 100 cubic feet

Why?

- Public Works has projected project cost of \$36,147,500 over the next ten years for both utilities
 - Water
 - \$16,815,000
 - Wastewater/sewer
 - \$19,332,500

Water Projects	FY 2027	FY2029	FY 2031	FY 2033	FY 2035	FY 2037	
Replace water main on 6th St NE from 2nd Ave NE to 4th Ave NE	200,000						
Replace water main on 3rd St SE from S Fred to 2nd Ave SE	250,000						
Replace water main on N Fred from 3rd St NE to 7th St NE	2,000,000						
2" Pex Line north from Buffalo Run to service 2 houses	20,000						
Paint East Water Tower		600,000					
Replace water main on S Fred from 2nd St SE to 7th St SW		750,000					
Replace water main on 6th Ave SE from E Charles to 5th St SE		1,100,000					
Replace water system valves in NE Section		350,000					
Replace water main on 6th Ave SW from W Charles to 4th St SW			1,800,000				
Replace water main on 5th Ave SE from 2nd St to 5th St SE			500,000				
Replace water system valves in NW Section			500,000				
Replace approximately 30 fire hydrants			110,000				
Replace water main on 10th St SE from S Fred to 2nd Ave SE				500,000			
Tie services over to 10" Main along 5th Ave from 7th St SE to 3rd St NE				1,500,000			
Replace water main on 5th Ave SE from Charles to 4th St SW				750,000			
Replace approximately 30 fire hydrants				110,000			
Replace water main on 6th Ave NW fro W Charles to 3rd St NW					500,000		
Replace water main on 7th Ave from 3rd St NW to water shop					1,250,000		
Replace water main on 2nd Ave NE from 2nd St NE to 9th St NE					900,000		
Replace water main on 5th Ave NE from 5th St to 3rd St					225,000		
Replace approximately 20 fire hydrants					70,000		
Replace water main on 5th St NE from 2nd Ave to 5th Ave						300,000	
Replace water main on 2nd Ave SE from E Charles to Occo Dr						700,000	
Replace water main on 7th Ave SE from E Charles to 7th St SE						1,250,000	
Paint west tower						600,000	
Total	2,450,000	2,800,000	2,910,000	2,860,000	2,945,000	2,850,000	16,815,000
Available CIP Funds	2,500,000	2,874,220	2,954,220	2,954,220	2,954,220	2,954,220	

Sewer Projects	FY 2028	FY 2030	FY 2032	FY 2034	FY 2036	FY 2038	
Replace sanitary sewer on N Fred fro 5th St to 9th St	2,000,000						
Replace sanitary sewer 10 Block W Charles	300,000						
Replace sanitary sewer 7th Ave SE from 2nd St to E Charles	1,250,000						
Replace sanitary sewer 10 Block 1st St SW		300,000					
Replace sanitary sewer on 1st Ave NE from 5th St to 9th St		2,000,000					
CIPP line sanitary sewer on 1st Ave NE from 5th St to 2nd St		90,000					
CIPP line sanitary sewer on 6th St NE from 3rd Ave to 6th Ave NE		105,000					
CIPP line sanitary sewer on 6th Ave NE from 6th St to deadend		50,000					
CIPP line sanitary sewer on 4th Ave NE from 6th St to 9th St NE		125,000					
CIPP line sanitary sewer on 3rd Ave NE from 6th St to 9th St		125,000					
CIPP line sanitary sewer on 7th Ave NE from 5th St to deadend		175,000					
CIPP line sanitary sewer on 6th St NE from 7th Ave to 8th Ave		25,000					
CIPP line sanitary sewer on 8th Ave NE from 6th St to 9th St NE		125,000					
Replace sanitary sewer on 2nd Ave NE from 5th St to 9th St			2,000,000				
Contract televising and cleaning sewers in NW Quadrant			300,000				
CIPP line sanitary sewer on Maplewood Dr from N Fred to deadend			50,000				
CIPP line sanitary sewer on 7th St NW from N Fred to deadend			50,000				
CIPP line sanitary sewer on 6th St NW from N Fred to 3rd Ave NW			100,000				
CIPP line sanitary sewer on 12th Ave SE from E Charles to Jr High			150,000				
CIPP line sanitary sewer on 2nd St SE from 12th Ave to Eastline			65,000				
CIPP line sanitary sewer on 13th Ave SE from 1st St to 2nd St SE			37,500				
CIPP line sanitary sewer on 1st St SE from 12th Ave to deadend			75,000				
CIPP line sanitary sewer on Elm St from 12th Ave to Eastline			80,000				
CIPP line sanitary sewer on Oak St from Elm to Eastline			50,000				
CIPP line (S) sanitary sewer on E Charles from 12th Ave to Eastline			50,000				
CIPP line (N) sanitary sewer on E Charles from Elmwood Pkwy to Eastline			85,000				
CIPP line sanitary sewer on 2nd Ave NE from 5th St to 2nd St			90,000				
Replace Sanitary sewer on 1st Ave NW from W Charles to 6th St				2,750,000			
Contract televising and cleaning sewers in NE quadrant				300,000			
CIPP line sanitary sewer on East and West Hillside Dr				150,000			
Replace sanitary sewer on E Charles from 2nd Ave to 7th Ave					2,750,000		
Contract televising and cleaning sewers in SE quadrant					300,000		
CIPP line sanitary sewer on 9th Ave SE from 2nd St to East Charles					90,000		
CIPP line sanitary sewer on East Charles from Hillside to 8th Ave SE					65,000		
Replace sanitary sewer on 3rd Ave NW from W Charles to 4th St NW						1,800,000	
Replace sanitary sewer on 6th Ave SE from 1st St to East Charles						650,000	
Contract televising and cleaning sewers in SW quadrant						300,000	
CIPP line sanitary sewer on 8th Ave SE from 2nd St to East Charles						95,000	
CIPP line sanitary sewer on 8th Ave NE from 1st St to East Charles						30,000	
CIPP line sanitary sewer on 1st St NE from 8th Ave to Eastline						200,000	
Total	3,550,000	3,120,000	3,182,500	3,200,000	3,205,000	3,075,000	19,332,500
Available CIP Funds	3,684,000	3,268,000	3,268,000	3,268,000	3,268,000	3,268,000	

\$500,000 Plan

- Water
 - \$16.89 which includes the first 75 cubic feet
 - \$6.75 for 100 cubic feet
 - Six Projects totaling \$9,003,412 in 10 years
 - Zero dollars paid in interest
 - \$1,350,512 interest if loaned
- Sewer
 - \$22.64 which includes the first 75 cubic feet
 - \$9.42 for 100 cubic feet
 - Six Projects totaling \$14,084,884 in 10 years
 - Zero dollars paid in interest
 - \$2,112,733 interest if loaned

2024-2024 Rates

Current Water Rates

\$500,000 Water Plan

	Usage	1st 75 cf included in base	\$12.51 Minimum \$5.00/100		Usage	1st 75 cf included in base	16.89 Min 6.75/100	Increase from 2023 Rates	Annual
0 usage-Minimum bill	0-75		\$ 12.51		0-75		\$ 16.89	\$ 4.38	\$ 52.54
2 person household	368	293	\$ 27.16		368	293	\$ 36.67	\$ 9.51	\$ 114.07
3 person household	700	625	\$ 43.76		700	625	\$ 59.08	\$ 15.32	\$ 183.79
4 person household	767	692	\$ 47.11		767	692	\$ 63.60	\$ 16.49	\$ 197.86
5 person household	1,089	1,014	\$ 63.21		1,089	1,014	\$ 85.33	\$ 22.12	\$ 265.48
6 person household	1,587	1,512	\$ 88.11		1,587	1,512	\$ 118.95	\$ 30.84	\$ 370.06
Industry	106,180	106,105	\$ 5,317.76		106,180	106,105	\$ 7,178.98	\$ 1,861.22	\$ 22,334.59
Industry	37,883	37,808	\$ 1,902.91		37,883	37,808	\$ 2,568.93	\$ 666.02	\$ 7,992.22
Industry	55,900	55,825	\$ 2,803.76		55,900	55,825	\$ 3,785.08	\$ 981.32	\$ 11,775.79
Industry	45,500	45,425	\$ 2,283.76		45,500	45,425	\$ 3,083.08	\$ 799.32	\$ 9,591.79
Business	20,316	20,241	\$ 1,024.56		20,316	20,241	\$ 1,383.16	\$ 358.60	\$ 4,303.15
Business	25,721	25,646	\$ 1,294.81		25,721	25,646	\$ 1,747.99	\$ 453.18	\$ 5,438.20
Business	3,500	3,425	\$ 183.76		3,500	3,425	\$ 248.08	\$ 64.32	\$ 771.79
Business	1,200	1,125	\$ 68.76		1,200	1,125	\$ 92.83	\$ 24.07	\$ 288.79
Business	5,637	5,562	\$ 290.61		5,637	5,562	\$ 392.32	\$ 101.71	\$ 1,220.56

2023-2024 Rates

Current Sewer Rates

Waste Water Sewer \$500,000 Plan

	Usage	1st 75 cf included in base	\$17.55 Base Minimum \$7.30/100 CF		Usage	1st 75 cf included in base	\$22.64 Base Minimum \$9.42/100 CF	Increase from 2023-2024 Rates	Annual
0 usage-Minimum bill	0-75		\$ 17.55		0-75		\$22.64	\$ 5.09	\$ 61.08
2 person household	368	293	\$ 38.94		368	293	\$ 50.23	\$ 11.29	\$ 135.51
3 person household	700	625	\$ 63.18		700	625	\$ 81.50	\$ 18.32	\$ 219.86
4 person household	767	692	\$ 68.07		767	692	\$ 87.81	\$ 19.74	\$ 236.88
5 person household	1,089	1,014	\$ 91.57		1,089	1,014	\$ 118.13	\$ 26.56	\$ 318.68
6 person household	1,587	1,512	\$ 127.93		1,587	1,512	\$ 165.03	\$ 37.10	\$ 445.19
Industry	106,180	106,105	\$ 7,763.22		106,180	106,105	\$ 10,014.55	\$ 2,251.33	\$ 27,015.99
Industry	37,883	37,808	\$ 2,777.53		37,883	37,808	\$ 3,583.02	\$ 805.48	\$ 9,665.82
Industry	55,900	55,825	\$ 4,092.78		55,900	55,825	\$ 5,279.68	\$ 1,186.90	\$ 14,242.86
Industry	45,500	45,425	\$ 3,333.58		45,500	45,425	\$ 4,300.31	\$ 966.74	\$ 11,600.84
Business	20,316	20,241	\$ 1,495.14		20,316	20,241	\$ 1,928.73	\$ 433.59	\$ 5,203.10
Business	25,721	25,646	\$ 1,889.71		25,721	25,646	\$ 2,437.72	\$ 548.02	\$ 6,576.18
Business	3,500	3,425	\$ 267.58		3,500	3,425	\$ 345.17	\$ 77.60	\$ 931.16
Business	1,200	1,125	\$ 99.68		1,200	1,125	\$ 128.58	\$ 28.91	\$ 346.87
Business	5,637	5,562	\$ 423.58		5,637	5,562	\$ 546.41	\$ 122.84	\$ 1,474.04
	78,691	78616	\$ 5,756.52		78,691	78616	\$ 7,197.64	\$ 1,441.12	\$ 17,293.47

MINUTES TO HOLD HEARING ON LOAN AGREEMENT AND AUTHORIZE PRELEVY

421044-48

Oelwein, Iowa

March 11, 2024

The City Council of the City of Oelwein, Iowa, met on March 11, 2024, at 6:00 p.m. at the Oelwein City Council Chambers, Oelwein, Iowa

The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a General Obligation Bridge Improvement Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed \$1,500,000, the City Administrator announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

After due consideration and discussion, Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Administrator

RESOLUTION NO. _____-2024

Resolution taking additional action on proposal to enter into a General Obligation Bridge Improvement Loan Agreement and providing for the levy of taxes to pay General Obligation Bridge Improvement Bonds, Series 2024

WHEREAS, the City of Oelwein (the “City”), in Fayette County, State of Iowa, heretofore proposed to enter into a General Obligation Bridge Improvement Loan Agreement (the “Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$1,500,000 for the purpose of paying the costs, to that extent, of constructing bridge and related infrastructure improvements, and has published notice of the proposed action and has held a hearing thereon on March 11, 2024; and

WHEREAS, the City intends to enter into the Loan Agreement in the future and to issue General Obligation Corporate Purpose Bonds, Series 2024 (the “Bonds”) in evidence of its obligations thereunder and anticipates that principal and interest will come due on the Bonds before July 1, 2025; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2024-2025 fiscal year for the payment of such anticipated principal and interest;

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

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” contemplated under Section 384.25 of the Code of Iowa.

Section 2. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$185,250.

provided, however, that at the time the Bonds are issued, the actual tax levy amounts required to pay the principal of and interest on the Bonds in each year shall be determined based upon the interest rate or rates at which the Bonds are issued, and this resolution shall be supplemented by a resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the Fayette County Auditor and said Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 11, 2024.

Mayor

Attest:

City Administrator

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF FAYETTE SS:
CITY OF OELWEIN

I, the undersigned, City Administrator of the City of Oelwein, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to a public hearing and additional action on the proposal to enter into a certain Loan Agreement, and the authorization of a debt service property tax levy for the payment of principal and interest on certain General Obligation Corporate Purpose Bonds, Series 2024 and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this _____ day of _____, 2024.

City Administrator

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF FAYETTE

I, the undersigned, County Auditor of Fayette County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2024, the City Administrator of the City of Oelwein filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council on March 11, 2024, entitled: "Resolution taking additional action on proposal to enter into a Loan Agreement and providing for the levy of taxes to pay General Obligation Corporate Purpose Bonds, Series 2024," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2024, as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2024.

County Auditor

RESOLUTION NO. _____-2024

RESOLUTION TO APPROVE THE ENGINEERING AGREEMENT WITH ORIGIN DESIGN FOR THE 10TH ST BRIDGE.

WHEREAS, the 10th street bridge had been in need of repairs; and

WHEREAS, Origin Design and the City of Oelwein have a good working relationship; and

WHEREAS, this agreement will ensure that Oelwein and Origin Designs have a foundation framework for their partnership on the 10th St Bridge; and

WHEREAS, this agreement will stay in place for the design phase, project administration, and construction observation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves an engineering agreement with Origin Design for the 10th Street Bridge

Passed and approved this 11th day of March, 2024.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

Attest:

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

Dylan Mulfinger, City Administrator

Recorded March 12, 2024.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between the City of Oelwein (Owner) and Origin Design (Engineer). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.
- B. The Main Agreement is not a commitment by Owner to issue any Task Orders.
- C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
- D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

- A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.
- B. Each specific Task Order will indicate:
 1. Project Background Data;
 2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
 3. Additions or Modifications to Owner's Responsibilities;
 4. Task Order Schedule;

Main Agreement.

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5. Engineer's Compensation for Task Order; and
 6. Primary Subconsultants, if any.
- C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.
- D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

- A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
 2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
 3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
 5. Prepare and submit monthly engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated: Not Applicable.
 7. Conduct ongoing management tasks, including:

Main Agreement.

- a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

- A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.
- B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:
- 1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or
 - 2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

- A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:

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1. design objectives and constraints;
 2. space, capacity, and performance requirements;
 3. flexibility and expandability needs;
 4. design and construction standards;
 5. budgetary limitations; and
 6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- C. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).
- D. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- E. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;

Main Agreement.

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4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Owner shall place and pay for advertisements for Bids in appropriate publications.

2.04 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor or those provided by a Subconsultant), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.

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- D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.
- E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

2.05 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.
- B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project,

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including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.
 4. Perform or provide the following:
 - a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

- A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

- A. This Agreement will be effective and applicable to Task Orders issued hereunder four (4) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

- A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

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- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.
- E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

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- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The two following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:
1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
- C. The terms and conditions applicable to each of the two compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

- A. Lump Sum
1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
 2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.
 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):
 - a. "None."
 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.
- B. Standard Hourly Rates
1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this

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method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

4.05 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.
- B. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate method must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- C. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.10.
- D. Whenever Engineer is entitled to compensation for the charges of its Subconsultants, those charges will be the amount billed by such Consultants to Engineer times a factor of 1.10.
- E. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under

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this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.
- F. **General Conditions of Construction Contract:** The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.
- G. **Copies of Drawings and Specifications:** If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner

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agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Specific Project is completed.
 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
 2. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

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- a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

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2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
 - C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
 - D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- ~~C. Owner shall procure and maintain insurance as set forth in Exhibit G.~~
- ~~D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.~~
- ~~E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.~~

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1. ~~Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.~~
- F. ~~All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.~~
 - G. ~~All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.~~
 - H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
 - I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.
- 6.05 Suspension and Termination
- A. Suspension
 1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.
 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

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- b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.
 - 3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause—Task Order
 - 1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 - 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.
- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later

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than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

- F. **Payments Upon Termination:** In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Main Agreement.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns 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 Main Agreement and any Task Order issued under this Main Agreement.
- B. Neither Owner nor Engineer 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 Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.
- C. Unless expressly provided otherwise in this Main Agreement:
1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

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2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
- B. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
- C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: Iowa.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner’s principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner’s principal office is located.

6.09 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner’s knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

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2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:
1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

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6.10 Indemnification and Mutual Waiver

- A. **Indemnification by Engineer:** To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment 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 Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. **Environmental Indemnification:** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:
1. any such claim, cost, loss, damages, action, or judgment 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, and
 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. **No Defense Obligation:** The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. **Percentage Share of Negligence:** To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. **Mutual Waiver:** To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Main Agreement or a Task Order 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 notices must be effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability: Any provision or part of the Main Agreement or any Task Order 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 Engineer.
- D. 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.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order 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 Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.
 3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and

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all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

- a. Main Agreement—See definition at Paragraph 7.01.A.28 below.
4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

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14. **Construction Cost**—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date of the Main Agreement**—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. **Effective Date of the Task Order**—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. **Electronic Document**—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
22. **Electronic Means**—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text

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messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Engineer—The individual or entity named as such in this Main Agreement.
24. Engineer’s Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.
25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.
29. Owner—The individual or entity named as such in this Main Agreement and for which Engineer’s services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor’s record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.
32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

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41. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
42. **Task Order**—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.
43. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
44. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
45. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
46. **Work Change Directive**—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

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ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

- A. Reserved.
- B. Reserved.
- C. Exhibit C, Amendment to Main Agreement (form). “CURRENTLY NOT USED”
- D. Reserved.
- E. Reserved.
- F. Exhibit F, Electronic Documents Protocol (EDP). NOT USED
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.

8.02 Appendices to Main Agreement

- A. The following appendices are incorporated by reference and made a part of this Main Agreement:
 - 1. Appendix 1—Reimbursable Expenses Schedule
 - 2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

- A. The parties acknowledge the accompanying documents, “Part 3 of 4: Task Order Form” and “Part 4 of 4: Exhibits to Task Order.” These documents are a resource for the parties’ use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

- A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

- A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.
- B. Amendments:

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1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.
2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

- A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.
- B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict

Main Agreement.

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of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Main Agreement's Effective Date is _____.

Owner:

City of Oelwein
(name of organization)

By: _____
(individual's signature)

Date: March 11, 2024
(date signed)

Name: Brett DeVore
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: City Administrator
(typed or printed)

Address for giving notices:
Dylan Mulfinger, City Administrator
20 2nd Avenue SW
Oelwein, IA 50662

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Engineer:

Origin Design Co.
(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Lauren Ray, PE, SE
(typed or printed)

Title: Vice President/Secretary
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:
137 Main St., Ste. 100
Dubuque, IA 52001

Designated Representative:
Name: Julie Neebel, PE
(typed or printed)

Title: Transportation Coordinator
(typed or printed)

Address: _____
137 Main St., Ste. 100
Dubuque, IA 52001

Phone: 563-556-2464

Email: julie.neebel@origindesign.com

EXHIBITS TO MAIN AGREEMENT

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EXHIBIT C—AMENDMENT TO MAIN AGREEMENT “CURRENTLY NOT USED”

AMENDMENT TO MAIN AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**
Engineer: **[Name of Engineer]**
Effective Date of Agreement: **[Effective Date of Main Agreement]**
Nature of Amendment: (Check those that apply)

- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to term of Main Agreement
- Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

City of Oelwein
 (typed or printed name of organization)

By: _____
 (individual’s signature)

(Attach evidence of authority to sign.)

Date: March 11, 2024
 (date signed)

Name: Brett DeVore
 (typed or printed)

Title: Mayor
 (typed or printed)

Engineer

 (typed or printed name of organization)

By: _____
 (individual’s signature)

(Attach evidence of authority to sign.)

Date: _____
 (date signed)

Name: _____
 (typed or printed)

Title: _____
 (typed or printed)

EXHIBIT G—INSURANCE**ARTICLE 1—INSURANCE**

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Professional Liability	
Each Claim	\$5,000,000
Annual Aggregate	\$5,000,000
Cyber	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

Exhibit G—Insurance.

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EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

1.01 Arbitration

- A. Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. Arbitration Provisions
 1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
 2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
 3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.
 4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
 5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, parties have the right to appeal the arbitration award in accordance with AAA rules.
 6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.
 7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver

Exhibit H — Dispute Resolution.

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by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.
9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) 1.01, Mutual Indemnification; and 1.02, Limitation of Engineer's Liability:

1.01 Mutual Indemnification

- A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) 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 Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

Reimbursable Expenses		Units	Cost
Specs/Reports (up to 25 Pages)	\$5		\$ 5.00
Specs/Reports (Over 25 Pages)	\$10		\$ 10.00
Copies (Black/White) per page	\$0.05		\$ 0.05
Copies (Color) per page	\$0.10		\$ 0.10
Plots (Up to 15 sheets)	\$10		\$ 10.00
Plots (Over 15 sheets)	\$20		\$ 20.00
Flash Drive	\$10 Each		\$ 10.00
Binder	\$5 Each		\$ 5.00
Comb Binding	\$1 Each		\$ 1.00
Cover Stock	\$.20/Page		\$ 0.20
GPS Equipment	\$15/Hour		\$ 15.00
Robotic Survey Equipment	\$15/Hour		\$ 15.00
Mailing/UPS	At Cost		
Mileage - Reimbursement	IRS Rate		\$ 0.670
Mileage - Survey Vehicle	\$.70 mile		\$ 0.70
Travel Expenses, Lodging & Meals	At Cost		
Traffic Counting Equipment	At Cost		
Trimble Scanner	\$30/Hour		\$ 30.00
Boat	\$125/Day		\$ 125.00
Gator	\$95/Day		\$ 95.00
Architectural Scanner	\$50/Hour		\$ 50.00

Appendix 1: Reimbursable Expenses Schedule.

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APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.
3. Schedule: Hourly rates for services performed on or after the date of the Agreement are as listed below. Rates are subject to annual adjustment.

Staff Type	Hourly Rate
FS Tech	\$89.00 - \$133.00
Construction Specialist	\$180.00 - \$210.00
Survey Tech	\$91.00 - \$129.00
Survey Specialist	\$160.00 - \$185.00
Professional Land Surveyor	\$172.00 - \$234.00
Design Tech	\$99.00 - \$149.00
Technical Specialist	\$145.00 - \$170.00
Engineering Designer	\$138.00 - \$227.00
Professional Engineer	\$184.00 - \$282.00
Designer	\$127.00 - \$145.00
Licensed Architect	\$163.00 - \$264.00
Admin. Assistant	\$86.00 - \$96.00
Project Support Specialist	\$103.00 - \$130.00
BIM Specialist	\$155.00 - \$180.00

Appendix 2: Standard Hourly Rates Schedule.

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RESOLUTION NO. _____-2024

RESOLUTION TO APPROVING TASK ORDER NO. 1 WITH ORIGIN DESIGN FOR THE DESIGN OF 10TH ST BRIDGE IN THE AMOUNT OF \$154,000.00

WHEREAS, the 10th street bridge had been in need of repairs; and

WHEREAS, Origin Design and the City of Oelwein have a good working relationship; and

WHEREAS, Origin Design will be the engineer and administrator for the project; and

WHEREAS, this task order is for design services in the amount of \$154,000.00 project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves task order No. 1 with Origin Design for the design of 10th Street Bridge in the amount of \$154,000.00.

Passed and approved this 11th day of March, 2024.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

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

Attest:

Dylan Mulfinger, City Administrator

Recorded March 12, 2024.

TASK ORDER NO. 1

This is Task Order No. 1,
consisting of 4 pages.
Origin Design Project No. 23036

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated _____, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	City of Oelwein
c.	Engineer:	Origin Design Co.
d.	Specific Project (title)	10 th Street Bridge Replacement
e.	Specific Project (description):	Construction of a new structure over Otter Creek on 10 th St. SW.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	None

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

The Owner has obtained \$1,500,000 in urban bridge funding from the Iowa Department of Transportation (Iowa DOT) which can be utilized for the construction of a new structure over Otter Creek on 10th St. SW. The funding requires environmental clearance to be issued by Federal Highways and that the project have oversight from the Iowa DOT, including bidding through the Iowa DOT. Otter Creek is part of a detailed flood study through this area, as such, a floodplain permit is needed from the Iowa Department of Natural Resources (Iowa DNR).

Task Order.

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3. SERVICES OF ENGINEER (“SCOPE”)

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are: Exhibit A to Task Order, “Engineer’s Services for Task Order,” as attached to this specific Task Order.
- B. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.
- C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner’s written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions such as additional depth of borings for the geotechnical evaluation are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER’S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:
 - i. Notify property owners prior to Origin Design land survey staff being on site.
 - ii. Publish the Notice to Bidders.

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: “Not Applicable”

7. ENGINEER’S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Design Development and Bidding	\$154,000.00	Lump Sum Fee

2. Additional Services: additional boring lengths as part of geotechnical exploration beyond 30' per boring	\$20.00	Per foot of additional drilling
3. Additional Services requiring approval	(N/A)	TBD

8. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—Engineer's Services Under Task Order
- B. Exhibit B to Task Order—Task Order Deliverables Schedule

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: Brett DeVore

Print Name: Lauren Ray, PE, SE

Title: Mayor

Title: Vice President/Secretary

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Dylan Mulfinger

Name: Julie Neebel, PE

Title: City Administrator

Title: Transportation Coordinator

Address: 20 2nd Avenue SW, Oelwein IA
50662

Address: 137 Main St., Ste. 100, Dubuque, IA
52001

E-Mail
Address: dmulfinger@cityfoelwein.org

E-Mail
Address: Julie.neebel@origindesign.com

Phone: 319-282-5440

Phone: 563-556-2464

Date: March 11, 2024

Date: _____

EXHIBITS TO TASK ORDER 1 CITY OF OELWEIN, IOWA

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EXHIBIT A—ENGINEER’S SERVICES UNDER TASK ORDER

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES – DESIGN DEVELOPMENT & BIDDING

1. Prepare concept statement and submit to the Iowa DOT, this initiates the environmental clearance process.
2. Private utility coordination. Collect additional topographic data including locations of private utilities to allow refinement of hydraulic model and for use in roadway design.
3. Establish the existing right-of-way and property lines in the event easements are needed.
4. Obtain first floor elevations of buildings which have the potential to be in the floodway. Owner to contact property owners in advance of survey.
5. Research county records to obtain section corner information and copies of deeds and plats.
6. Complete a land survey to recover existing property pins.
7. Establish existing road right-of-way in sufficient detail to identify extent of temporary construction easements or permanent right-of-way acquisition needed for project development.
8. Submit a description of the proposed project to the Iowa DOT for consultation with State Historic Preservation Office (SHPO) requesting “no adverse effect” determination.
9. Perform wetland identification (by subconsultant).
10. Confirm options for the new bridge considering Iowa DNR floodplain permit requirements. Review findings with Owner. Identify up to two options based on minimizing adjacent property impacts and wetland impacts.
11. Present structure and roadway options, along with estimates of probable construction cost to City at Council Meeting.
12. Based on option selected at Council meeting, prepare and submit DNR floodplain and U.S. Army Corps of Engineers permit.
13. Complete preliminary plan checklist and submit preliminary plans and checklist to Iowa DOT electronically.
14. Incorporate preliminary plan comments from the Iowa DOT.
15. Coordinate geotechnical exploration including preparation of exhibit indicating boring locations and solicitation of quotes.
16. Geotechnical exploration conducted by subconsultant to include four (4) borings of up to 30 feet each. If bedrock is not encountered within 30’ the borings will be extended until bedrock is encountered at a cost of \$20.00 per additional foot of boring. The Owner will close the roadway to all traffic to allow the geotechnical exploration.
17. Conduct scour analysis for foundations and plan information.
18. Private utility coordination including sending plans to private utilities to determine any need for relocation. Review and utility relocation plans.
19. Custom structural design including development of plan sheets for submittal to the Iowa DOT as part of the check plan submittal. The anticipated structure will be a three-span beam bridge. Proposal assumes submittal of a structural calculation packet to the Iowa DOT will be required.

Exhibit A—Engineer’s Services Under Task Order.

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20. Prepare documents as needed for negotiation of easements with private property owners utilizing standard Iowa DOT forms. Assumes use of the abbreviated compensation method.
21. Prepare quantities and bid items for proposed structure and roadway construction items.
22. Prepare and submit check plans and check plan checklist in accordance with the Iowa DOT Instructional Memorandum for Local Public Agencies 3.700. Sheets submitted to the Iowa DOT as check plans include:
 - i. Title sheet (A sheet)
 - ii. Typical Section and Details (B sheet)
 - iii. Quantities and Reference Notes (C Sheet)
 - iv. General Notes (C Sheet)
 - v. Roadway Plan and Profile sheets (D Sheets)
 - vi. Right-of-Way sheets (H sheets)
 - vii. Traffic Control (J sheets)
 - viii. Staking and Geometric sheets (L Sheets)
 - ix. Soil boring information (SPS Sheets)
 - x. Situation Plan and Structure sheets (V Sheets)
 - xi. Crosssections (W sheets)
23. Prepare two (2) right-of-way acquisition plats as needed for permanent acquisition. Additional plats would be an additional service.
24. Prepare Notice of Public Hearing for publication by Owner. Present final plans to Owner at Council Meeting as part of Public Hearing on Plans and Specifications.
25. Incorporate check plan and Public Hearing comments.
26. Prepare Project Development Certificate for Owner's signature.
27. Submit final plans, Project Development Certificate, special contract and timeframe requirements, and estimate of probable construction cost to the Iowa DOT utilizing TPDev (software required by Iowa DOT to enter bid items and special requirements associated with bid items) and TPMS (Iowa DOT submittal method).
28. Respond to questions during bidding. When a project is bid through the Iowa DOT, all questions must be directed to the Iowa DOT and the Iowa DOT asks the engineer if clarification is needed. Bidding is performed via electronic bidding through the BidX website.
29. Attend a City Council meeting to present results of bidding.
30. General project management and quality review, including providing monthly written or verbal updates to the Owner regarding project progress. Includes coordination with the Iowa DOT as related to project development.

ARTICLE 2—ADDITIONAL SERVICES

- 2.01 Additional Services not requiring Owner's Written Authorization
 1. Additional boring footage if auger refusal (hitting bedrock) does not occur within 30 feet.
- 2.02 Additional Services Requiring Owner's Written Authorization
 1. Prepare more than two (2) right-of-way acquisition plats.
 2. One-on-one meetings with property owners.
 3. Attend more than three (3) City Council meetings.

Exhibit A—Engineer's Services Under Task Order.

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4. Wetland or stream mitigation coordination.
5. Post-bidding services, except for attendance of council meeting to present bid results.
6. Design of bridge foundations other than driven pile supported foundations.
7. Assistance with grant applications.
8. Design exception documentation for submittal to the Iowa DOT.
9. Design of private utility relocation.
10. Historical evaluation of structure.

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following - table.

Milestone/Deliverable	Date
Submit Concept Statement to the Iowa DOT	3/19/2024
Present bridge options to the City Council	2 nd council meeting in May, 2024
Preliminary Plan submittal to Iowa DOT	6/18/2024
Permit submittals (USACE and Iowa DNR)	6/24/2024
Property Owner negotiations	July – October 2024
Check Plan submittal to Iowa DOT	11/05/2024
Final plan submittal to Iowa DOT/property acquired	12/17/2024
Bidding through Iowa DOT (to allow construction in 2025)	03/18/2025

Schedules are subject to change based on when environmental clearance is issued by the Iowa DOT and when permits are issued. Final design to develop check plans cannot take place until environmental clearance is issued. Assumes Iowa DNR floodplain permit review will take 3 months. Schedule will be advanced if permits and environmental clearances can be obtained sooner.

RESOLUTION NO. _____-2024

RESOLUTION SCHEDULING A PUBLIC HEARING FOR THE PROPOSED PROPERTY TAX HEARING FOR THE FISCAL YEAR 2025 (2024-2025) BUDGET FOR APRIL 8 AT 5:30 PM AT THE OELWEIN CITY COUNCIL CHAMBERS

WHEREAS, the State of Iowa in an attempt to bring additional transparency to the local budget process is now requiring a hearing on the proposed tax levy through House File 718; and

WHEREAS, the city of Oelwein is raising the levy to pay for 10th ST bridge and additional insurance costs; and

WHEREAS, the city of Oelwein will hold their public hearing for the Property Tax Hearing for the fiscal year 2025 (2024-2025) budget for April 8 at 5:30 PM at the Oelwein City Council Chambers; and

WHEREAS, the State of Iowa continues to push bills that strip local government of its powers; and

WHEREAS, the State of Iowa has placed cost burdens on local government with extra meetings and extra announcements; and

WHEREAS, the State of Iowa needs to work on a better understanding of local control before they move forward on more damaging legislation to property tax; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa schedules a Public Hearing for the Proposed Property Tax Hearing for the Fiscal Year 2025 (2024-2025) Budget for April 8 at 5:30 PM at the Oelwein City Council Chambers

Passed and approved this 11th day of March, 2024.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded March 12, 2024.

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

AYES NAYS ABSENT ABSTAIN

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

RESOLUTION NO. _____-2024

RESOLUTION AUTHORIZING STAFF TO SEEK BIDS FOR THE OELWEIN MUNICIPAL AIRPORT LIGHTING VAULT

WHEREAS, the Oelwein Municipal Airport Lighting Vault controls all runway; and

WHEREAS, the Oelwein Municipal Airport Lighting Vault is aging and in need of updates; and

WHEREAS, seeking competitive bids is required for projects of this size;

WHEREAS, competitive bids are due to Oelwein City Hall on March 20, 2024 at 1:00 PM; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa authorizes staff to seek bids for the Oelwein Municipal Airport Lighting Vault.

Passed and approved this 11th day of March, 2024.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded March 12, 2024.

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

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

NOTICE TO BIDDERS
for the Taking of Construction Bids
for the
INSTALL AIRFIELD LIGHTING VAULT
AT THE OELWEIN MUNICIPAL AIRPORT
in the City of Oelwein, Iowa

FAA AIP PROJECT NO. 3-19-0067-014

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Oelwein, Iowa, at her office in the City Hall of the said City on the 20th day of March, 2024, until 1:00 p.m. local time, for the construction of the **Install Airfield Lighting Vault**, as described in detail in the plans and specifications now on file in the Office of the City Clerk, 20 Second Avenue SW, Oelwein, Iowa 50662.

OPENING OF BIDS

All proposals received will be opened in open meeting to be held in the Council Chambers in the City Hall in the City of Oelwein, Iowa, on the 20th day of March 2024, at 1:00 p.m. local time, and the proposals will be acted upon at such later time and place as may then be fixed.

PRE-BID MEETING

A pre-bid meeting for this project will be held in the Terminal Building at the Oelwein Municipal Airport, Oelwein, Iowa, at 1:00 p.m., Local Time, on March 13, 2024.

SCOPE OF WORK

The work to be performed in this project shall include the following described improvements to the Oelwein Municipal Airport, Oelwein, Iowa:

Install Airfield Lighting Vault – FAA AIP Project No. 3-19-0067-014 includes the construction of a new airfield lighting vault located near the original airfield lighting vault as specified in the plans attached to this document, transfer of electrical connections from the original vault to the newly constructed vault, demolition of the original airfield lighting vault, and all other incidental work associated with this project.

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed" and shall be completed in **One Hundred and Twenty (120) calendar days** from the date established in the Notice to Proceed. Failure to complete within the allotted time will result in assessment of liquidated damages.

PAYMENTS

Payments will be made to the Contractor based on monthly estimates in amounts equal to ninety-five percent (95%) of the Contract value of the work completed, including materials and equipment delivered to the job site during the preceding calendar month, and will be based upon an estimate prepared on the first day of each month by the Contractor, checked by the Engineer and submitted to the City on or before the 15th day of the month in question. Such monthly payment will in no way be construed as an act of acceptance for any part of the work partially or totally completed. The balance of the five percent (5%) due the Contractor will be paid not earlier than thirty-one (31) days from the date of final acceptance of said work by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payment will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the Specifications.

PLANS AND SPECIFICATIONS

Copies of the bid documents, including project drawings and technical specifications, are on file and may be inspected at the office of the City Clerk, City of Oelwein, 20 Second Avenue SW, Oelwein, Iowa, and the office of AECOM, 500 SW 7th Street, Suite 301, Des Moines, Iowa 50309, or 501 Sycamore Street, Suite 222, Waterloo, Iowa 50703.

Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents, free of charge, by inputting Quest project #8987103 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

An optional paper set of project documents is available from our Waterloo AECOM office with a deposit of **\$25.00**. Said \$25.00 deposit is **fully-refundable if the Bidding Documents are returned in good condition within 14 days of the bid opening. PAYMENT SHALL BE BY CHECK ONLY.**

CONTRACT AWARD

A contract will be awarded to the qualified bidder submitting the lowest total bid.

The City reserves the right to reject any or all bids, readvertise for new bids, and to waive informalities in the bids submitted that may be in the best interest of the City.

Bids may be held by the City of Oelwein, Iowa, for a period not to exceed sixty (60) days from the day of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

PROPOSALS SUBMITTED

The bidder shall submit bids on the items listed in the proposal. The bidder shall clearly write or type the unit bid price and the bid item extension (Unit Price x Estimated Quantity) in numerals on the blanks provided. Should there be any discrepancy between the unit bid price and extension, the City of Oelwein shall consider the unit bid price as being the valid unit bid price.

The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

BID SECURITY REQUIRED

Each Proposal will be accompanied in a separate labeled and sealed envelope by a certified check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or bid bond in the amount of five percent (5%) of the total amount bid, made payable to the order of the City of Oelwein, Oelwein, Iowa. The check must not contain any condition in the body or endorsement thereon. The checks or bid bonds of the two lowest Bidders will be retained until the low bidder has been designated and a Contract is approved. Other bid securities will be returned within forty-eight (48) hours after bid opening. A successful Bidder's bid security shall be forfeited to the City as liquidated damages in the event the Bidder fails or refuses to enter into a Contract within fifteen (15) days after the bids are received and post bond satisfactory to the City insuring the faithful fulfillment of the Contract. Bidder shall use the Bid Bond form provided in the Specifications.

PERFORMANCE AND PAYMENT BONDS

The successful Bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the Contract price. The bond of any surety company authorized by the Commission of Insurance of the

State of Iowa to do business in the State of Iowa, and which has filed its Certificate of Authority with the Clerk of Court, will be accepted as security for any Contract.

PREDETERMINED WAGE RATE

Predetermined wage rates shall apply to all work on this project in accordance with Iowa General Decision No. IA20240080. In addition, the Prime Contractor shall submit certified payrolls for itself and each approved subcontractor weekly to the project Engineer. The Contractor may use the Iowa DOT Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.

LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, liquidated damages will be assessed for work that is not completed according to the overall contract time at a rate of \$500.00 per calendar day.

This amount is not construed as a penalty. These damages are for the cost to the City of providing the required additional inspection, engineering and contract administration.

PRE-CONSTRUCTION CONFERENCE

Before the work is commenced on this contract, a conference shall be held for the purpose of discussing the contract. The conference shall be attended by City officials, the prime contractor, and all subcontractors, if any.

SALES TAX EXEMPTION CERTIFICATES

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials or supplies in the performance of construction contracts let by the City of Oelwein.

SITE INSPECTION

Bidders are expected to visit the locality of the work and to make their own estimate of the facilities needed and the difficulties attending the execution of the proposed Contract, including local conditions.

TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.

All proposals must be received at the address indicated herein above prior to the time and date specified for receipt of bids. Bids received after the specified time and date will be returned unopened. The City of Oelwein shall not be held responsible or accountable for delays in the delivery of any proposal by the U.S. Postal Service or other courier service.

WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ERRORS IN BID

Bidders or their authorized agents are expected to examine the Maps, Drawings, Specifications, Circulars, Schedule and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

MINIMUM WAGE RATES

If the wage determination of the Department of Labor incorporated in the advertised specifications does not include rates for classifications deemed appropriate by the bidder, the bidder is responsible for ascertaining the rates payable for such use in accomplishing the work. No inference concerning practice is to be drawn from their omission. Further, the omission does not, per se, establish any liability to the Government for increased labor costs resulting from the use of such classifications.

CIVIL RIGHTS – TITLE VI ASSURANCES

The **City of Oelwein, Iowa**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

REQUIREMENT FOR AFFIRMATIVE ACTION

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:
 - a. Timetables
 - b. Goals for minority participation for each trade 2.0%
 - c. Goals for female participation in each trade 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the

subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Iowa, Fayette County, and City of Oelwein.

NON-SEGREGATED FACILITIES REQUIREMENTS

1. Notice to Prospective federally-assisted construction contractors:
 - a. A Certification of Non-Segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
 - b. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
 - c. The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.
2. Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities:
 - a. A Certification of Non-Segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
 - b. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
 - c. The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

DISADVANTAGED BUSINESS ENTERPRISE

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contracts. In accordance with 49 CFR Part 26.45, the sponsor has established a contract goal of **3.4 percent** participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). The bidder shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet this established goal.

DAVIS-BACON ACT, AS AMENDED

The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction," must verify that each lower tier participant of a "covered transaction" under the project is not presently debarred or

otherwise disqualified from participation in this federally-assisted project. The successful bidder shall accomplish this by:

- i. Checking the System for Award Management at website: <http://www.sam.gov>.
- ii. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC Section 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy American Certification with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

DRUG-FREE WORKPLACE

The contractor and all subcontractors agree to comply with the Drug-Free Workplace Act of 1988 - 41 USC 702 through 706.

MARKING AND MAILING BIDS

Envelopes containing bids must be sealed and addressed to the City Clerk, 20 Second Avenue SW, Oelwein, Iowa 50662, and marked in the upper left hand corner as follows:

Bid of (Name and Address of Contractor) for Install Airfield Lighting Vault, Oelwein Municipal Airport, Oelwein, Iowa, FAA AIP Project No. 3-19-0067-014.

To be opened in City Hall Council Chambers at 1:00 p.m. Local Time, March 21, 2024.

Published by authority of the City of Oelwein, Iowa.

By:

Dylan Mulfinger, City Administrator

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RESOLUTION NO. _____-2024

RESOLUTION SETTING A PUBLIC HEARING FOR THE PROPOSED PLANS AND SPECIFICATIONS ON THE OELWEIN MUNICIPAL AIRPORT LIGHTING VAULT ON MARCH 25, 2024 AT 6PM IN THE OELWEIN COUNCIL CHAMBERS

WHEREAS, the Oelwein Municipal Airport Lighting Vault controls all runway lighting and is aging and is need of replacement; and

WHEREAS, the City of Oelwein is seeking bids to construct a new airport lighting vault; and

WHEREAS, this public hearing is required to proceed with the project;

WHEREAS, the public hearing will be held on March 25th, 2024 in the Oelwein Council Chambers at 6:00 PM; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa setting a public hearing for the proposed plans and specifications on the Oelwein Municipal Airport Lighting Vault on March 25, 2024 at 6PM in the Oelwein Council Chambers.

Passed and approved this 11th day of March, 2024.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded March 12, 2024.

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

AYES NAYS ABSENT ABSTAIN

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

NOTICE OF PUBLIC HEARING
On Proposed Plans, Specifications, Form of Contract, And Estimate of Cost
for the
INSTALL AIRFIELD LIGHTING VAULT
AT THE OELWEIN MUNICIPAL AIRPORT
in the City of Oelwein, Iowa

FAA AIP PROJECT NO. 3-19-0067-014

TO ALL TAXPAYERS OF THE CITY OF OELWEIN, IOWA, AND TO OTHER INTERESTED PERSONS:

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the construction of the above-described improvement project at **6:00 p.m. on March 25, 2024**, said hearing to be held in the Council Chambers in the City Hall, in said City.

The proposed Plans, Specifications, Form of Contract, and Estimate of Cost for said improvements heretofore are on file in the office of the City Clerk, City of Oelwein, Iowa, for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth.

Published by authority of the City of Oelwein, Iowa.

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RESOLUTION NO. _____-2024

RESOLUTION APPROVING A CONTRACT WITH TP ANDERSON & COMPANY, P.C. FOR AUDITING SERVICES for fiscal years 2024, 2025, and 2026

WHEREAS, the City of Oelwein is required by Iowa Code Section 11.6 to be audited on an annual basis; and

WHEREAS, TP Anderson and Company, P.C. has worked with the city for six years and has provided satisfactory services; and

WHEREAS, this contract will span three years with out-of-pocket expenses, not to exceed:

- \$20,500 for the year ended June 30, 2024 Fiscal Year 2024
- \$23,000 for the year ended June 30, 2025 Fiscal Year 2025
- \$25,500 for the year ended June 30, 2026 Fiscal Year 2026

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a contract with TP Anderson & Company, P.C. for auditing services for fiscal years 2024, 2025, and 2026.

Passed and approved this 11th day of March, 2024.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded March 12, 2024.

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

AYES NAYS ABSENT ABSTAIN

Ricchio
Weber
Lenz
Garrigus
Seeders
Payne

**PROPOSAL TO SERVE
CITY OF OELWEIN
THREE YEARS ENDED JUNE 30, 2024-2026
AUDIT SERVICES**

FEBRUARY 28, 2024



T.P. ANDERSON & COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

February 28, 2024

City of Oelwein
Dylan Mulfinger
Oelwein, IA 50662

Dear Dylan,

We are pleased to have the opportunity to present our proposal to serve as independent auditors for City of Oelwein. We appreciate the information and specific requirements that you have provided to us. We are confident we can exceed your expectations and requirements and provide you with the highest quality in professional auditing and consulting services.

As we understand the audit requirements described in the request for proposal guidelines, you expect a timely audit conducted in a professional manner in accordance with audit standards specific to governmental standards for the three years ended June 30, 2024-2026. We will issue the financial reports and reporting letters in accordance with the timing outlined in the attached Scope of Services and Proposed Project Schedule.

We are confident that Anderson and Company is the right firm to best satisfy the needs of City of Oelwein. We are uniquely situated and have the resources and reputation to best serve the City for the following reasons:

- ◆ We are committed to helping you succeed.

We provide our clients with superior, timely and innovative services. Your success is our objective. We see things from your perspective. Then we provide an outside perspective that can help you overcome problems and take advantage of opportunities. We approach this engagement as business partners both working towards a common goal of your success. We work with many of our clients on a year-round basis as issues may arise.

- ◆ We offer you an innovative, experienced service team with specialized knowledge of cities and the local government industry.

We have extensive knowledge and experience in local government and utility auditing and accounting systems to provide a high-quality audit in an efficient and timely manner. We have over 30 years of experience auditing government cities and municipal utilities in Iowa.

- ◆ We have numerous consulting professionals available with a wide range of service capabilities.

Anderson and Company has specialized management consulting and tax professionals available who have the capabilities to provide you with a wide range of consulting services.

City of Oelwein
February 28, 2024
Page 2

- ◆ We are a member firm of the Governmental Audit Quality Center, a center with a mission to help firms achieve the highest standards in performing quality government audits.
- ◆ We are uniquely positioned to serve you.

Anderson and Company is in a unique position to offer you the personal service associated with a local company. *You are an important client to us.*

If you have any questions regarding information presented within this proposal or desire additional information, please contact us at **528 Sumner Avenue, Humboldt, IA 50548 (515) 332-3466**. I am authorized to make representations and to bind Anderson and Company to the services presented in this proposal. We look forward to hearing from you.

Sincerely,

Aaron E. Olson

Aaron E. Olson, CPA
T.P. Anderson & Company, P.C.
Certified Public Accountants

**PROPOSAL TO SERVE
CITY OF OELWEIN
THREE YEARS ENDED JUNE 30, 2024-2026
AUDIT SERVICES**

FEBRUARY 28, 2024

**T.P. ANDERSON & COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
528 SUMNER AVENUE
HUMBOLDT, IOWA 50548**

CONTACT PERSON: Aaron E. Olson, CPA

**PROPOSAL TO SERVE
CITY OF OELWEIN**

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FIRM PROFILE

General

T.P. Anderson & Company, P.C., Certified Public Accountants, provides accounting services to more than 1,000 business and individual clients engaged in retail sales, manufacturing, construction, agricultural industries, and professional services, as well as educational, governmental and non-profit organizations. Anderson and Company is a local firm of independent certified public accountants located in Humboldt, Iowa.

We are in compliance with the registration and permit requirements to engage in the practice of public accounting within Iowa.

Anderson and Company consists of ten professionals on our accounting and auditing staff. Our professionals include two owners and staff accountants. Our firm and all four of the individual certified public accountants on our professional staff are members of both the Iowa Society of Certified Public Accountants and the American Institute of Certified Public Accountants (AICPA). In addition, Anderson and Company is a member of the Private Companies Practice Section and the Government Audit Quality Center of the AICPA.

Periodic peer reviews are a requirement of firm membership in the AICPA. These reviews, performed by a team of independent certified public accountants, are to determine whether we are complying with the quality control standards required for membership. We are in compliance with the AICPA peer review requirements.

Philosophy

We have structured our office to provide clients with prompt and thoughtful attention. This philosophy of personalized service means, among other things, that the audit of your City will be under the personal supervision of one of the owners of the firm. Other staff and specialists will be assigned to the engagement as required.

QUALIFICATIONS

Client Service Team

The quality of the service you receive is dependent on the capabilities of the individuals assigned to the engagement and the manner in which those personnel resources are organized to efficiently focus their abilities on providing you with the requested audit services.

We are committed to providing high quality service to City of Oelwein. To achieve this objective, we have assembled a client service team that contains the capabilities and experience we believe are indispensable for your engagement. This includes a background in:

- ◆ Numerous governmental entities.
- ◆ Organizations with multiple functions and divisions.
- ◆ Full-scope audits encompassing management efficiency and economy as well as financial matters.
- ◆ Accounting, auditing and financial reporting principles applicable to cities.
- ◆ Tax aspects of cities and related fringe benefit programs.

Profiles of the Management Team of Anderson and Company are included below.



Tim McCartan, CPA

Tim has more than 25 years of public accounting experience and has been a partner with the firm since 2002. Tim is involved with all aspects of personal and business income tax planning and preparation, personal financial planning and all other areas of business consulting. He also specializes in providing financial statement audit, attestation and compliance functions for a wide variety of client industries including many governmental and not for profit entities.

Tim graduated from the University of Northern Iowa where he received his Bachelor of Arts degree in Accounting. He is a member of the American Institute of Certified Public Accountants and the Iowa Society of Certified Public Accountants (ISCPA) and has served as a board member of the ISCPA Exempt Organization Committee. Tim has served on many committees and boards throughout the years and is currently serving as a board member for Humboldt County Mutual Insurance Company, treasurer for Zion Lutheran Church, as President of the Accountancy Advisory Board for Iowa Central Community College and as a trustee for the Humboldt County Memorial Hospital.



Aaron Olson, CPA

Aaron started with the firm in 2014 and assumed a partner role with the firm in 2016. She graduated Summa Cum Laude from Iowa State University where she received her Bachelor of Science degree as well as her Master's degree in Accounting. After college, Aaron worked for one of the Big 4 public accounting firms, KPMG, in the Des Moines area. Aaron specializes in providing financial statement audit, audit of internal control, attestation and compliance functions for a wide variety of client industries including many governmental and not for profit entities. Aaron is also involved in providing corporate, partnership and individual income tax planning and preparation and all areas of financial planning and consulting.

Aaron served as board chair for the Iowa Accountancy Examination Board for the State of Iowa, as a board member of the Continuing Professional Education Committee for the National Association of State Boards of Accountancy (NASBA), as past president and current member of the Humboldt Rotary Club, as a board member of the Humboldt Community School Foundation, as committee member of the Humboldt Community School Facilities Improvement Board, as finance committee member of the Youth Shelter Care of North Central Iowa, as finance committee member of Faith United Methodist Church, as committee member of the Leader's Emerging in the Accounting Profession, as a committee member of the Membership Committee for the state society of CPAs, and as treasurer for the Iowa Teacher Supply Swap.

Aaron is a member of the American Institute of Certified Public Accountants (AICPA), the Iowa Society of Certified Public Accountants and has received a special recognition from the AICPA for her services as an outstanding young CPA in her field (Leadership Academy Graduate).

Engagement Team

Aaron Olson, an owner of the firm, will serve as the firm partner for this engagement and is personally responsible for supervising the engagement and signing reports. It is her duty to ensure that the project is managed efficiently, that each facet of the engagement receives appropriate emphasis, and that the conclusions are insightful and valid. In addition, this individual is responsible for determining client needs and providing resources that can help satisfy those needs. She will assist in planning specific audit steps, managing the quality of work, performing a detailed audit workpaper review and communicate the strengths and weaknesses of the management and accounting information system to City of Oelwein. Tim McCartan, also an owner of the firm, will be involved with overall quality and reporting reviews.



Abby Schreck, CPA

Abby Schreck will be entrusted with the day-to-day responsibilities for the engagement. It will be her responsibility to see that the audit programs are carried out thoroughly and that the staff assistants are utilized efficiently on the job. Abby graduated from the University of Northern Iowa. She was the university's Purple & Old Gold Award recipient for the year she graduated which means she achieved the highest academic success of anyone in her field at the university. After graduation, Abby obtained her CPA designation and worked at the public accounting firm, RSM US LLP (formally known as McGladrey, LLP) in Des Moines for five years.



Joe Pena, CPA

Joe Pena will be entrusted with the day-to-day responsibilities for the federal single audit engagement. It will be his responsibility to see that the audit programs are carried out thoroughly and that the staff assistants are utilized efficiently on the job. Joe also graduated from the University of Northern Iowa and began working at Anderco in 2019. Joe is a manager in our audit practice where he manages and coordinates financial statement audits, audits of federal programs and engagements of attestation review for our wide variety of client industries.

Staff Accountants

Staff accountants will be designated as we formulate our audit approach. These individuals will also possess experience in auditing governmental entities. We will schedule our staff accountants to obtain the maximum amount of experience and continuity throughout the audit.

Quality Control

The firm has established a system of quality control that is tested periodically in a peer review. As part of this system, the work of staff accountants is supervised on a day-to-day basis during our performance of the audit. Prior to the conclusion of our audit, the in-charge accountant performs a detailed review of the resulting workpapers and supervises the preparation of the financial report. In addition to monitoring the progress of the audit work, a firm owner performs a fairness review of the workpaper file and the report.

Experience

Governmental units for which we have recently provided professional services include the following:

- ◆ Algona Municipal Utilities
- ◆ Laurens Municipal Utilities

- ◆ Osage Municipal Utilities
- ◆ Sanborn Electric and Telecommunications Utility
- ◆ Bancroft Municipal Utilities
- ◆ Manning Municipal Utilities
- ◆ Spencer Municipal Utilities
- ◆ Grundy Center Utilities
- ◆ Woodbine Utilities
- ◆ Coon Rapids Utilities
- ◆ City of Algona
- ◆ City of Forest City
- ◆ City of Cherokee
- ◆ City of Charles City
- ◆ City of Humboldt
- ◆ City of Eagle Grove
- ◆ City of Alta
- ◆ City of Sanborn
- ◆ City of Sibley
- ◆ City of Hartley
- ◆ Humboldt County
- ◆ Sac County

Please feel free to reach out to these organizations about the quality of our work.

Mandatory Requirements

During the last two years, each of the auditors identified above as part of our client service team has completed a minimum of 40 hours annually of accredited continuing education. In addition, the educational requirements for governmental auditing (Yellow Book Requirements) have been met.

Our firm and each of the individuals listed above are independent with respect to the City as that term is defined by Rule 101 of the Code of Professional Ethics of the American Institute of Certified Public Accountants.

SCOPE OF SERVICES AND PROPOSED PROJECT SCHEDULE

AUDIT REQUIREMENTS

The audit of City of Oelwein' financial statement and supplemental information will be performed in accordance with:

- ◆ US generally accepted auditing standards
- ◆ The standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States
- ◆ If applicable, the Single Audit Act Amendments of 1996 and Title 2 Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)

Reporting letters will include a statement of audit findings and recommendations affecting the financial statements, internal control, inefficiencies, duplication of efforts, accounting systems, legality of actions, compliance with laws and regulations and any other matters considered appropriate.

PROJECT SCHEDULE

The following is our proposed time schedule for accomplishing the services outlined in this proposal. We would, of course, work with the City to modify this schedule to accommodate any conflicts or inconveniences.

- ◆ Audit planning and performance of year-end procedures will be done in August.
- ◆ Audit fieldwork will be performed during September.
- ◆ A draft of the audit report and management letter will be reviewed with you in October/November.
- ◆ Final bound copies of the reports and management letter shall be delivered no later than December 31st.
- ◆ The required number of bound copies of the audit report, including the management letter, a detailed per diem audit bill and a copy of the news release shall be timely provided to the Auditor of State.

FEES AND COMPENSATION

1. The estimated total time for the completion of our audit of City of Oelwein is 300 hours.
2. The estimated total out-of-pocket expenses for this engagement are \$1,500.
3. The hourly governmental rate by staff classification for Anderson and Company is as follows:

Principal	\$250 per hour
In-charge Accountant	\$170 per hour
Professional staff	\$110 per hour

4. The total all-inclusive maximum fee for City of Oelwein, including out-of-pocket expenses, shall not exceed \$20,500 for the year ended June 30, 2024, \$23,000 for the year ended June 30, 2025 and \$25,500 for the year ended June 30, 2026.

The total all-inclusive maximum fee for the City of Oelwein for the audits required under the Uniform Guidance will not exceed \$5,000, \$5,500 and \$6,000 per federal program required for the years ending June 30, 2024-2026, respectively.

We will also assist with preparing the Annual Financial Report and the Management Discussion & Analysis. Those fees will not exceed \$1,900, \$2,000 and \$2,100 and \$650, \$700, \$750, for each of the three years, respectively.

5. If the scope of services is changed or if we encounter other unanticipated difficulties, we will notify you and the City Council and a new all-inclusive fee will be agreed to before we proceed.
6. The quoted fees do not include assistance with any non-audit services that the City requests (including drafting of the management discussion and analysis or implementing new accounting standards). Should additional services or audits be required, we will review the level of work requested by the City and the applicable requirements and negotiate an additional fee with the City based on the increased audit work that would be required.
7. Invoices will be presented monthly as work is completed. They are payable within 30 days of presentation.
8. The above fees are based on our best estimate of the time required to provide the requested services. If, due to circumstances outside our control, the time required to complete the audit is changed, you will be notified and arrangements will be made to revise the above maximum fee.

RESOLUTION NO. _____-2024

RESOLUTION TO APPROVE CITY HALL WINDOW REPLACEMENT PROJECT IN THE AMOUNT OF \$62,977.00 WITH ALLIED GLASS

WHEREAS, the windows in City Hall are in need of replacement; and

WHEREAS, improvements to City Hall are funded each year to ensure a functional office space for city employees; and

WHEREAS, regardless of the city moving or building a new structure, improvement are needed for the longevity of the current city hall location and its historical significance of the building; and

WHEREAS, this project will be one of many in 2024 for the improvements to City Hall;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves City Hall Window Replacement Project in the amount of \$62,977.00 with Allied Glass

Passed and approved this 11th day of March, 2024.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

Attest:

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

Dylan Mulfinger, City Administrator

Recorded March 12, 2024.

PROPOSAL

ZEPHYR ALUMINUM PRODUCTS, INC.

555 HUFF STREET, PO BOX 936
 DUBUQUE, IOWA 52004-0936
 Phone: (563) 588-2036
 Fax: (563) 588-4355

PROPOSAL SUBMITTED TO Oelwein City Hall	PHONE 319 283-5440	DATE February 13, 2024
STREET 20 2 nd Ave SW	JOB NAME	
CITY, STATE, AND ZIP CODE Oelwein IA 50662	JOB LOCATION	

Remove and replace your existing aluminum windows with new thermally broken aluminum windows using black anodized framing with insulated glass. The framing would be Tubelite T14000 thermally broken storefront framing. The glass would be 1" thick insulated glass using two panes of 1/4" thick, clear glass with low-e coating on the #2 surface, argon gas between the panes and dark bronze colored aluminum spacer between the panes. We will insulate the perimeter of the frame and use silicone caulk on the interior and exterior perimeter.

We will include an operable window in the bottom portion of the A1 windows and one operable window in each of the B1 windows. The operable vents will be Desco model i65 outward projecting awing windows with a roto operator and 4-bar hinges with interior screens using charcoal fiberglass screen.

We include three single aluminum entry doors and one single door with sidelites on each side. The doors will have 4" wide, medium sized vertical stiles and top rail with a 10" tall bottom rail. Each door will have 3 butt hinges, an LCN 1461 closer, a First Choice exit device with a rim latch and an exterior pull handle. Each door will also have a threshold, sill sweep and perimeter weatherstrip. Each door will have a keyed cylinder that we can key alike if you give us a key to match up to before the installation. Each door will have an LCN 1461 closer with a mounting plate.

We include use tax on the materials.

Sixty-Two Thousand, Three Hundred & 00/100 Dollars (\$62,300.00)

All material is guaranteed to be as specified. All work to be completed in a workmanlike 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 contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. . Payment due net 30 after invoice. Late payments accrue at 1% monthly interest.

Authorized
 Signature Bruce Timmerman

Note: This proposal may be withdrawn by us if not accepted within 30 days.

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

Signature _____
 Brett DeVore, Mayor

Date of Acceptance: March 11, 2024

Signature _____
 Dylan Mulfinger, City Administrator



5436 Nordic Dr
 Suite A
 Cedar Falls, Iowa 50613
 Ph: (319) 266-6961
 Fax: (319) 266-6965

Proposal

Item 13.

March 6, 2024

Subject to the provisions shown on front and back of this sheet, we propose to furnish materials as per specifications below.
 Proposal is for materials F.O.B. our Cedar Rapids dock unless so stated otherwise below.
 Proposal is subjected to any applicable tax if not included and so stated below.
 Proposal does not include the installation of the specified material unless so stated below.
 We do not clean any glass or storefront construction or facing materials.

Customer: City of Oelwein

JOB: Oelwein City Hall

ADDRESS: 20 2nd Avenue SW, Oelwein, IA **CONTACT:** _____

PHONE: _____ **FAX:** _____

DOLLARS (NET CASH) \$ \$62,977.00 Includes Labor, Materials – No Tax

Scope of work

Includes: Remove existing entrances, doors, and windows and install new in locations described below. See also attached drawings for the new aluminum entrances and windows for configurations and notes.

1 thus – ¼” clear tempered glass approx. 47” x 39” with pass-through slot and speak hole installed in to existing wood sash framing.

1 thus – ¼” clear tempered glass approx. 48” x 38” with pass-through slot and speak hole installed in to existing wood sash framing.

AA Office entry - 1 thus interior aluminum entrance approx. 64” x 86” with single door and sidelight frame on the left side.

Main Entry – 1 thus exterior aluminum entrance approx. 77” x 87” with single door and sidelight framing each side of door.

Southeast Entrance – 1 Thus exterior aluminum door and frame approx. 41” x 87”.

South Door – 1 thus hollow metal 3’-0” x 7’-0” door and 2” x 9” frame approx. 41” x 87”.

Shop Door – 1 thus hollow metal 3’-0” x 7’-0” door and 2” x 6” frame approx. 41” x 87”.

West Entry – 1 Thus exterior aluminum single door and frame approx. 41” x 87”.

Door 2 – 1 thus includes \$300.00 allowance to change locking hardware to thumb latch and lever handle.

Windows:

North – 1 thus fixed aluminum storefront window approx. 50” x 66”

North – 1 thus fixed aluminum storefront window approx. 50” x 66” with 2’ tall project-out operable awning window at bottom.

East – 3 thus fixed aluminum storefront windows approx. 50” x 66”

East - 2 thus fixed storefront windows approx. 100” x 66” divided in to two equal lights wide.

West – 3 thus fixed aluminum storefront windows approx. 100” x 65” two lights wide with 2’-0” tall project-out operable windows at bottom.

West – 1 thus fixed aluminum storefront window approx. 50” x 65” with 2’-0” tall project-out operable awning window at bottom. Formed aluminum trim included for this window only.

West – 2 thus fixed aluminum storefront windows approx. 47” x 44”

Voluntary Alternate #1 – Add to include tax on materials used - \$2,281.00.

All work to occur during normal business hours 7:00AM-4:00PM.

Excludes:

No Tax. (see voluntary alternate above to add tax if required).

No permits.

No painting of the new hollow metal doors and frames. (all painting to be by others).

No mail slot hardware or interior drop bin at main entry frame.

No final cleaning of glass or metal materials. (All work areas will be left broom clean upon completion).

No Dumpster. (All trash to be deposited into dumpster on site provided by others).

Thanks for the opportunity, let me know if you have any questions.

ACCEPTANCE

This proposal is subject to acceptance within 30 days of the above date and providing that such acceptance, properly signed, is delivered to Allied Glass Products, prior to any rise in prices of material or labor required as part of this proposal. This proposal may be withdrawn at any time prior to acceptance, and may also be withdrawn or cancelled after acceptance if the credit status of the one to whom this proposal is made is not approved by Allied Glass Products. Any clerical errors are subject to correction.

This proposal, together with the Terms, Liability and Conditions stated on the reverse side hereof, shall become the governing contract upon execution by both parties in the appropriate space provided.

Accepted _____
Brett DeVore, Mayor

Allied Glass Products

Date March 11, 2024 _____

By *Kevin Everett* _____

SEE OTHER SIDE

TERMS

Terms of payment are net cash. Progress payments consisting of ninety percent (90%) of the value of all materials delivered to the job work performed during any calendar month shall be paid us on or before the 10th of the following month. The balance in full shall be paid us before the 10th of the month following completion of our contract. A monthly service charge equal to one and one-half percent (1 ½ %) of the unpaid balance will be added in the event payment is not made in accordance with the above. Any rights of recovery hereunder by Allied Glass Products shall include attorney's fees incurred or paid by Allied Glass Products. Any claim on account of defective labor or material or dissatisfaction with the job for any other reason shall be deemed waived, unless we be notified in writing specifying in detail the items complained of, within ten (10) days from completion of job. Item 13.

LIABILITY

Allied Glass Products assumes no liability for compliance with any building codes or ordinances or any other Bill or Act governing glass, glazing, or the framing of same if the material or/materials and method or/methods of installation are per plans and/or specifications prepared by others.

CONDITIONS

1. Should you accept this proposal, yet use your own contract form, it is understood that we shall incorporate and make a part thereof of a true copy of this proposal and all of its terms and conditions.
2. The recipient of this proposal is reminded that he is responsible for compliance with any and all Federal, State or Local Safety Laws and/or Building Codes with respect to safety precautions. Impact restrictions and wind loading, by virtue of the specifications, either verbal or written, on which we based our proposal.
3. The Work, as defined in the Contract, will be performed in a prompt and diligent manner. The Work will be started within ten (10) working days after we receive notification and determine that sufficient areas are ready for glazing, to insure reasonably continuous progress toward completion of the Work. We shall not be responsible for delays in performance caused by war, accidents, embargoes, fires, lock-outs, strikes, walk-outs; acts of God; unusual delays in the transportation or acquisition of materials equipment, and supplies; appropriation or requisition of materials, supplies, equipment, or facilities by any governmental authority; changes and revisions in the Work ordered pursuant to paragraph 13 below; or by any other cause beyond our control. We shall not install material and perform the Work under unfavorable weather conditions, as defined in manufacturer's instructions, or as determined by accepted practices in the glass and glazing industry.
4. The Work, as defined herein, does not include the cleaning of glass, metal construction, or spandrels and unless specifically included on the reverse side hereof, does not include perimeter caulking between our metal construction and adjacent masonry or other framing material.
5. All materials will be furnished in accordance with industry established tolerance with respect to color variances, thickness, and size, finish, texture, and performance standards. Because of its numerous and uncontrollable sources, we assume no responsibility of the formation of condensation or frost on glass or metal framing.
6. All backing, framing, and masonry openings pertinent to our Work must be erected plumb and straight, and in exact accordance with working details and specifications prepared or approved by us. The furnishing and complete erection of backing, framing, and masonry for the reception of our glass and metal shall be done by others. The glazing of glass in steel casement sash, or other sash requiring the glass to be set from outside a multi-story building from a swing stage or other apparatus, will be done after all sash are set complete in their respective openings, and will require that the sash be made available for our glazing in bays or tiers the full height of the building. Before glazing is started, the ground around the building shall be graded level and back filled against the building, otherwise, an extra charge shall be applied.
7. We are to be provided with suitable space at the job site for storage of our materials, without charge to us.
8. We shall keep the building and premises clear of debris and rubbish arising from performance of our Work. We shall not accept or pay charges for removal of debris and rubbish by others, unless previously authorized by us in writing.
9. We shall not be liable for breakage of or damage to glass, metal construction, and other materials, after installation, unless caused directly by our own employees.
10. When contract is based on reuse of owner's glass or other materials, no rejections will be allowed except at owner's expense.
11. After completion of installation, we assume no responsibility for stains or corrosion which may occur on metal storefront construction or glass.
12. If this contract is executed by and between us and a general contractor, we shall not be liable for payment of any charges for use of telephone, electricity, heat, water, sheds, elevators, material hoists, scaffolding, ventilating, pumps, gangways, or sanitary facilities, or for plaster patching, office expenses, stenographic fees, watchmen, guards, and general cleaning, or any other back charge or pro-rated charge whether specifically billed to us or taken as an allowance or deduction against the contract price.
13. We shall make additions, alterations, changes, deviations, and revisions in our Work only under the following conditions:
 - (1) If, during the final detailing of sash, metal construction or their openings, sizes of glass or metal are changed from those required for openings sizes shown in drawings on which our proposal is based;
 - (2) If a change or revision of the plans and specifications upon which this proposal is based is necessitated because of the non-compliance with any Federal, State or Local Safety or Building Codes;
 - (3) If you request in writing an alteration, change, deviation, or revision in the Work.Under any of the three conditions, we shall promptly submit for your acceptance, written cost or credit proposals for such revised Work, and shall not be required to perform such revised Work unless and until agreement is reached on our cost or credit proposals.
14. Any dispute or difference shall be subject to arbitration, if desired by either party to contract.
15. Whenever the plans and specifications (if they exist) cannot be harmonized with any of the provisions and conditions of this proposal, the provisions and conditions of this proposal shall govern and prevail.
16. Allied Glass Products maintains adequate insurance coverage for workmen's compensation, public liability, property damage, automotive and State unemployment taxes and will furnish evidence of such insurance if requested. However, any loss or damage caused by fire or vandalism to material delivered to the building, whether installed or not, shall be assumed by the owner or his insurance company.
17. We are an equal opportunity employer.

Project Name: Oelwein City Hall

2/14/2024 1:

Frame Set Name: Frame Set 1

Frame Name: AA office entry

Metal Group: M450 CG/SS/OG STOPS UP Modified: 1

D/S: 1 Frame Type: Standard

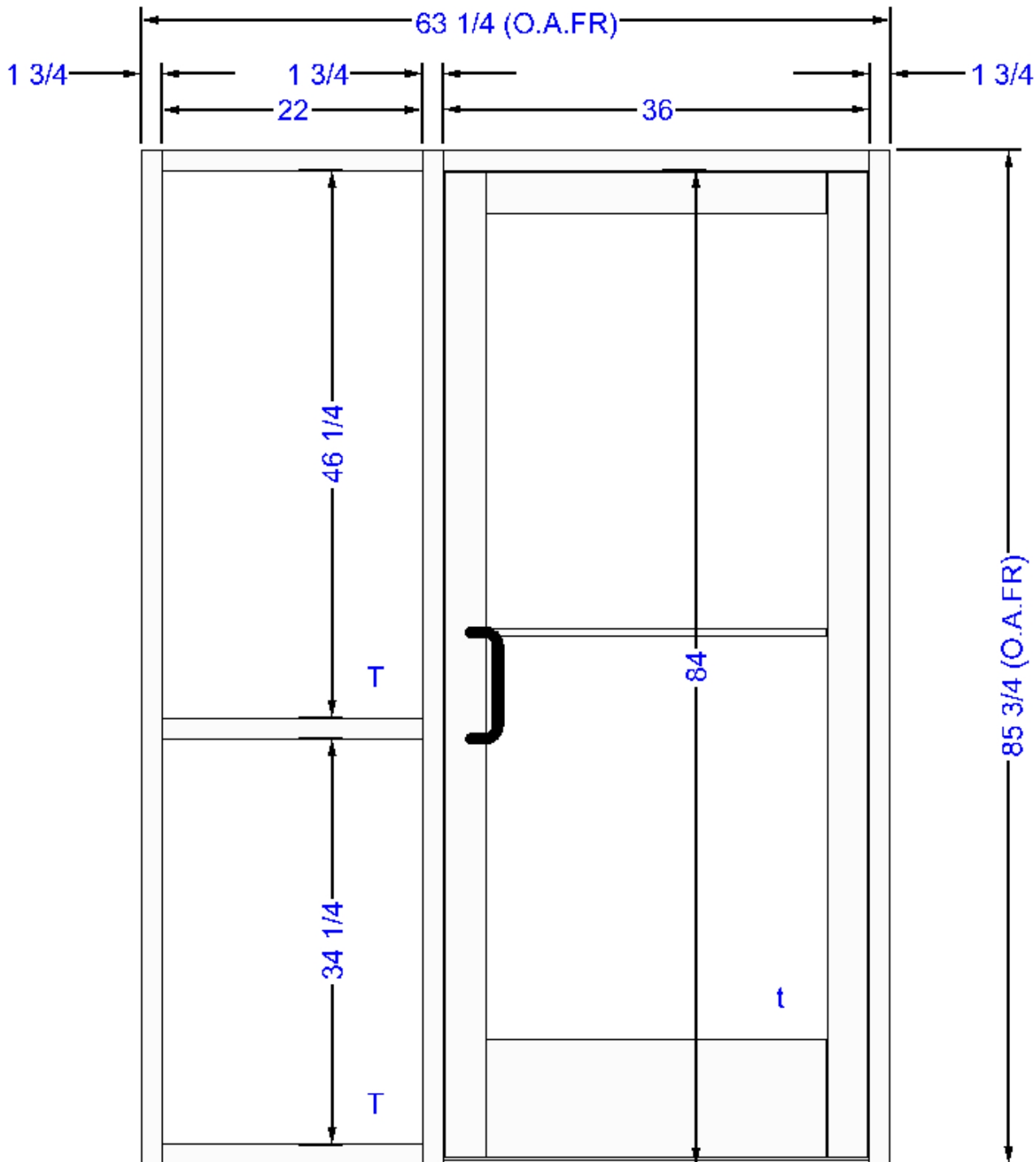
Required: 1 Panels: 2 Rows: 2

Frame Width: 63 1/4

Frame Height: 85 3/4

Back Member Color: #29 BLACK : PERMANODIC

Face Member Color: #29 BLACK : PERMANODIC



1 3/4" x 4 1/2" Non-thermal framing
 medium stile door with 10" bottom rail
 1 1/2 pair of butt hinges,MS
 lock,push/pull,Sargent key cylinder,
 closer and threshold.
 1/4" clear tempered glass

Project Name: Oelwein City Hall

2/14/2024 1:

Frame Set Name: Frame Set 1

Frame Name: Main Entry

Metal Group: M451T CG/SS/OG STOPS UP NEW SILL

D/S: 1 Frame Type: Standard

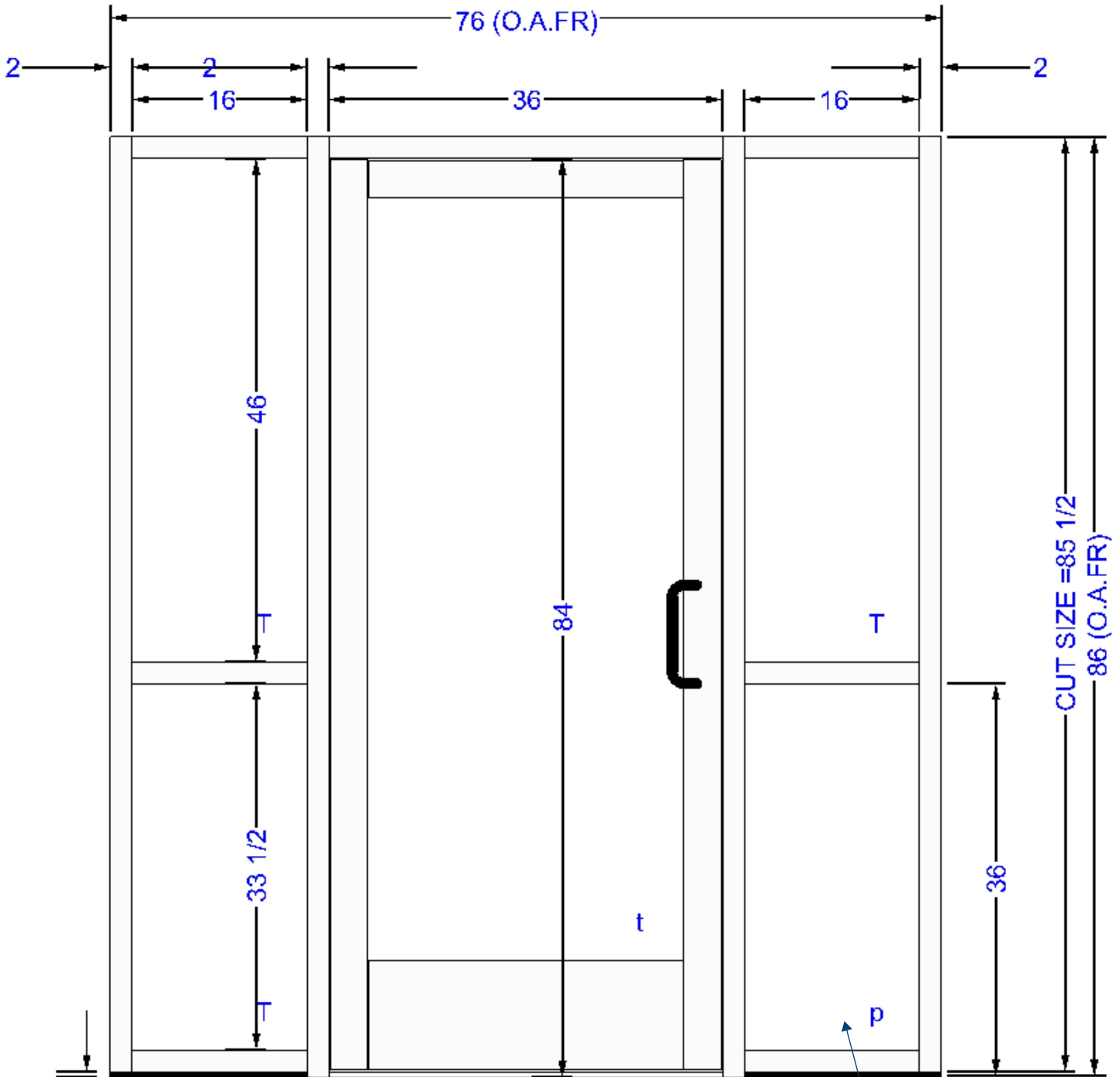
Required: 1 Panels: 3 Rows: 2

Frame Width: 76

Frame Height: 86

Back Member Color: #29 BLACK : PERMANODIC

Face Member Color: #29 BLACK : PERMANODIC



Note: immediate door framing is mfg. standard 2" x 4 1/2" non-thermal.

1/2

2" x 4 1/2" Thermal framing
 Medium stile door with 10" bottom rail
 1 1/2 pair of butt hinges, Rim Panic device, pull, Sargent key cylinder, closer and threshold.
 1" gray tint low-e tempered insulated glass

Insulated panel at lower right opening Mail slot and interior bin by others

Item 13.

Project Name: Oelwein City Hall

2/14/2024 1:

Frame Set Name: Frame Set 1

Frame Name: Southeast Entry

Metal Group: M451T CG/SS/OG STOPS UP NEW SILL

D/S: 1 Frame Type: Standard

Required: 1 Panels: 1 Rows: 1

Frame Width: 40

Frame Height: 86

Back Member Color: #29 BLACK : PERMANODIC

Face Member Color: #29 BLACK : PERMANODIC

Technical drawing of a door frame. The drawing shows a vertical door with a handle on the left side. Dimensions are indicated in blue text: the overall width is 40 (O.A.FR), the overall height is 86 (O.A.FR), and the inner width is 36. There are also dimension lines for 2 on the top left and right sides. A small 't' is located near the bottom right corner of the door panel.

A simple arrow pointing downwards and to the right, indicating a specific detail or section of the drawing.

2" x 4 1/2" Non-thermal door framing
 Medium stile door with 10" bottom rail
 1 1/2 pair of butt hinges, Rim Panic device, pull, Sargent key cylinder, closer and threshold.
 1" gray tint obscure tempered insulated glass

Report Provided Courtesy of PartnerPak Studio - 5.0.0.122

Page: 5 Of 2

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Project Name: Oelwein City Hall

2/14/2024 1:

Frame Set Name: Frame Set 1

Frame Name: West Entry

Metal Group: M451T CG/SS/OG STOPS UP NEW SILL

D/S: 1 Frame Type: Standard

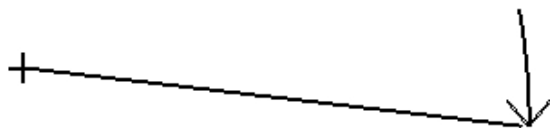
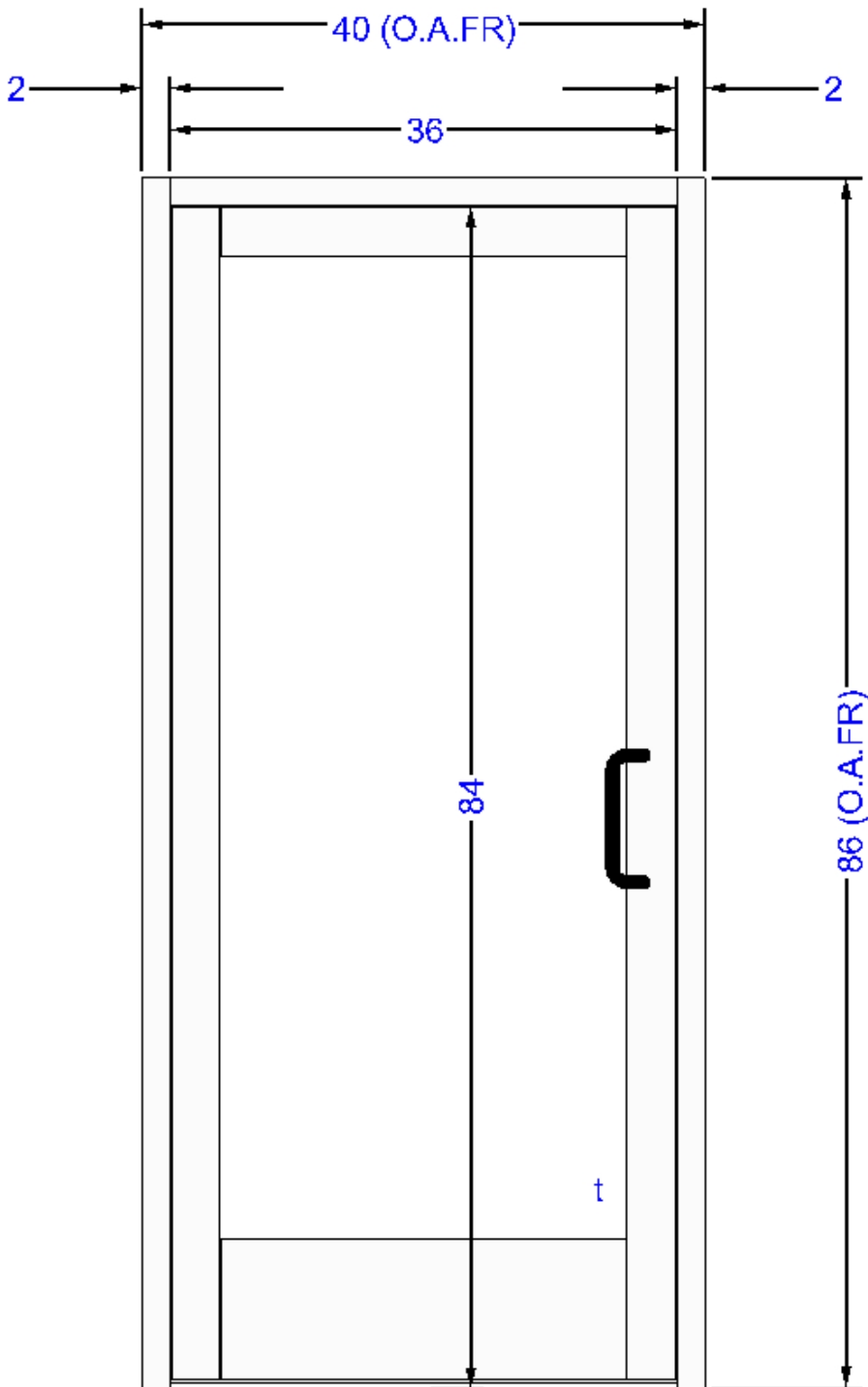
Required: 1 Panels: 1 Rows: 1

Frame Width: 40

Frame Height: 86

Back Member Color: #29 BLACK : PERMANODIC

Face Member Color: #29 BLACK : PERMANODIC



2" x 4 1/2" Non-thermal door framing
 Medium stile door with 10" bottom rail
 1 1/2 pair of butt hinges, Rim Panic device, pull, Sargent key cylinder, closer and threshold.
 1" gray tint low-e tempered insulated glass

Project Name: Oelwein City Hall

2/14/2024 1:

Frame Set Name: Frame Set 1

Frame Name: North and East window

Metal Group: M451T CG/SS/OG STOPS UP NEW SILL

D/S: 1 Frame Type: Standard

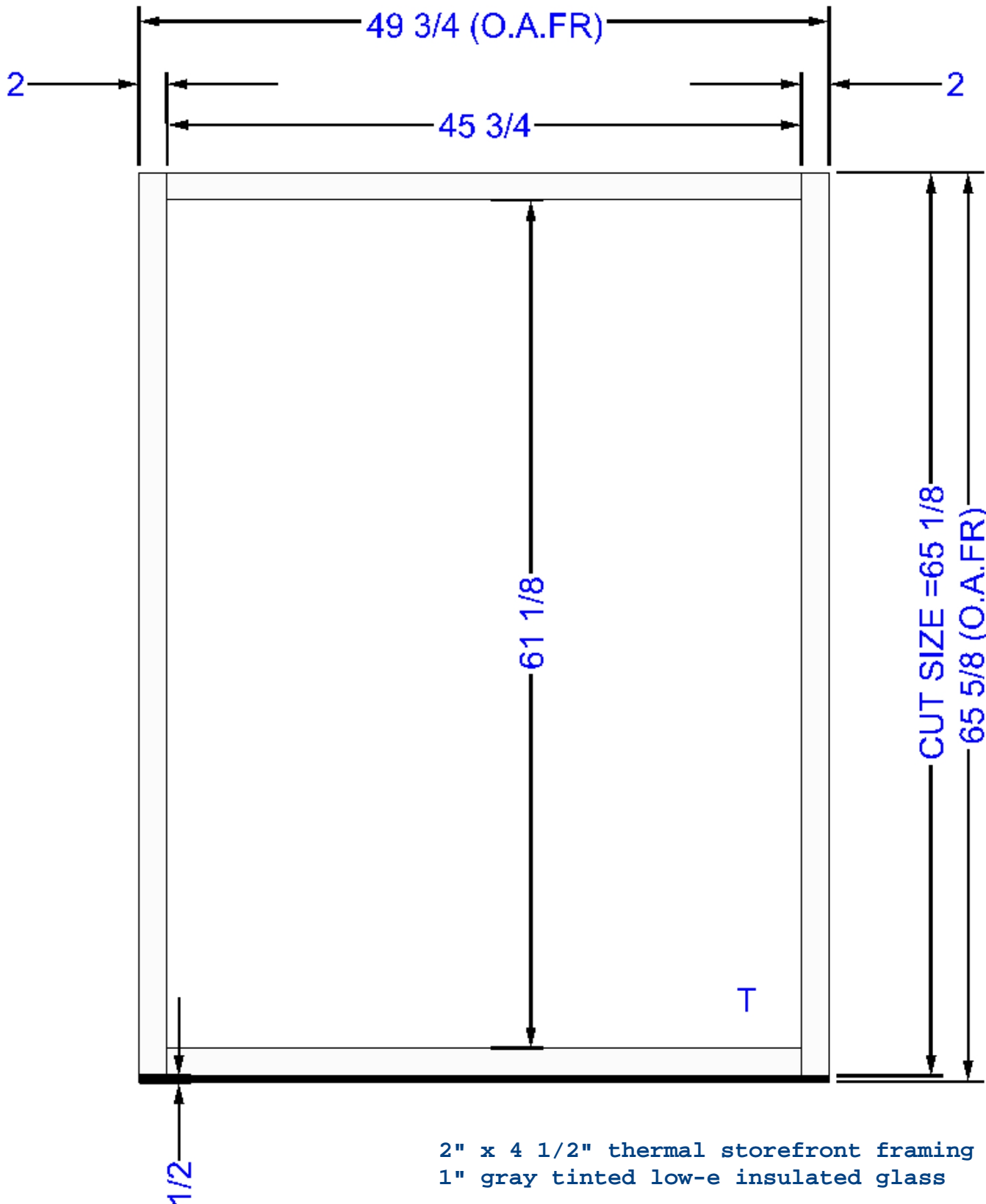
Required: 4 Panels: 1 Rows: 1

Frame Width: 49 3/4

Frame Height: 65 5/8

Back Member Color: #29 BLACK : PERMANODIC

Face Member Color: #29 BLACK : PERMANODIC



Project Name: Oelwein City Hall

2/14/2024 1:

Frame Set Name: Frame Set 1

Frame Name: North window 2

Metal Group: M451T CG/SS/OG STOPS UP NEW SILL

D/S: 1 Frame Type: Standard

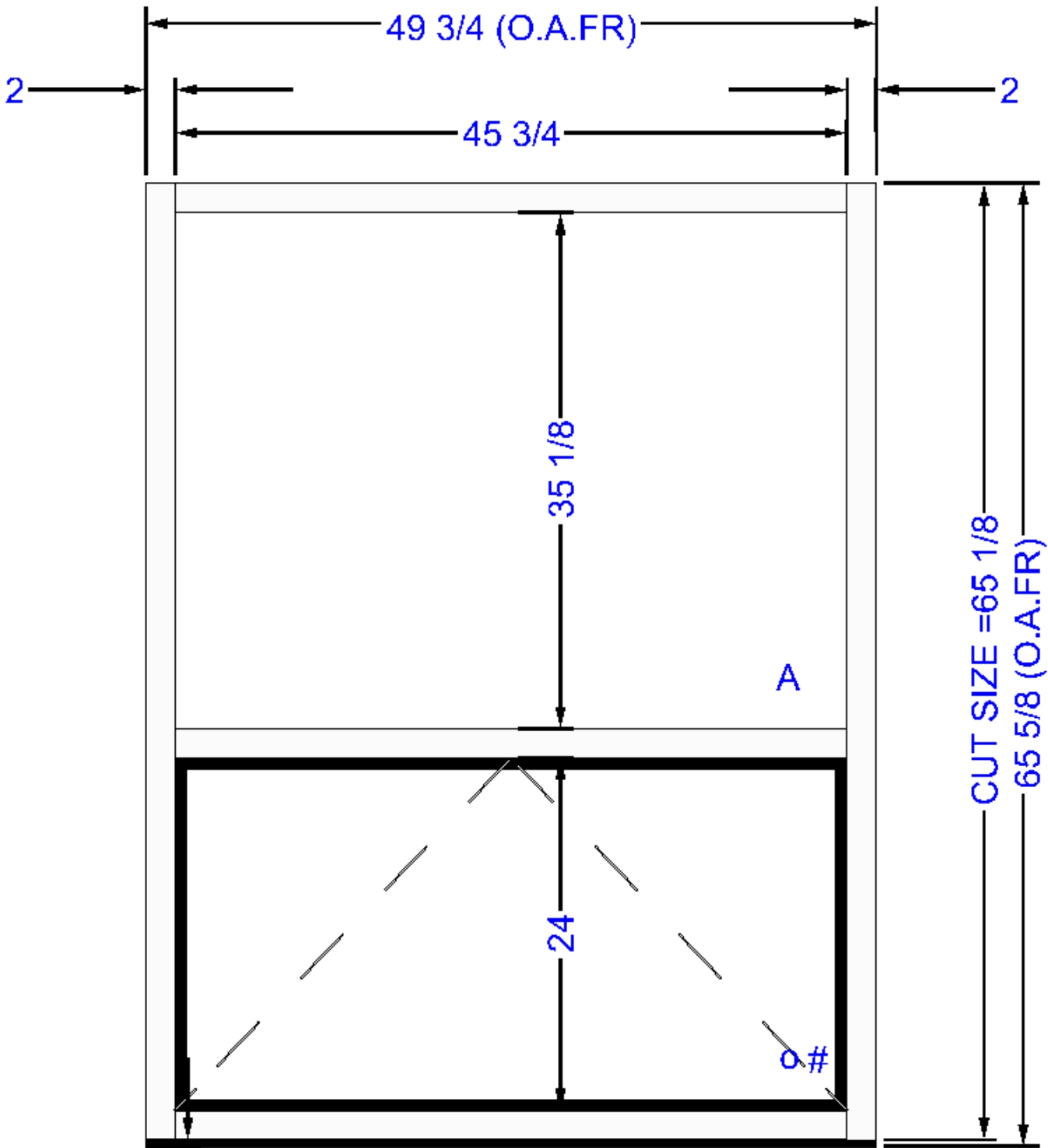
Required: 1 Panels: 1 Rows: 1

Frame Width: 49 3/4

Frame Height: 65 5/8

Back Member Color: #29 BLACK : PERMANODIC

Face Member Color: #29 BLACK : PERMANODIC



2" x 4 1/2" thermal storefront framing
 Operable project-out awning window at
 lower lite
 1" gray tinted low-e insulated glass

Project Name: Oelwein City Hall

2/14/2024 1:

Frame Set Name: Frame Set 1

Frame Name: East double window

Metal Group: M451T CG/SS/OG STOPS UP NEW SILL

D/S: 1 Frame Type: Standard

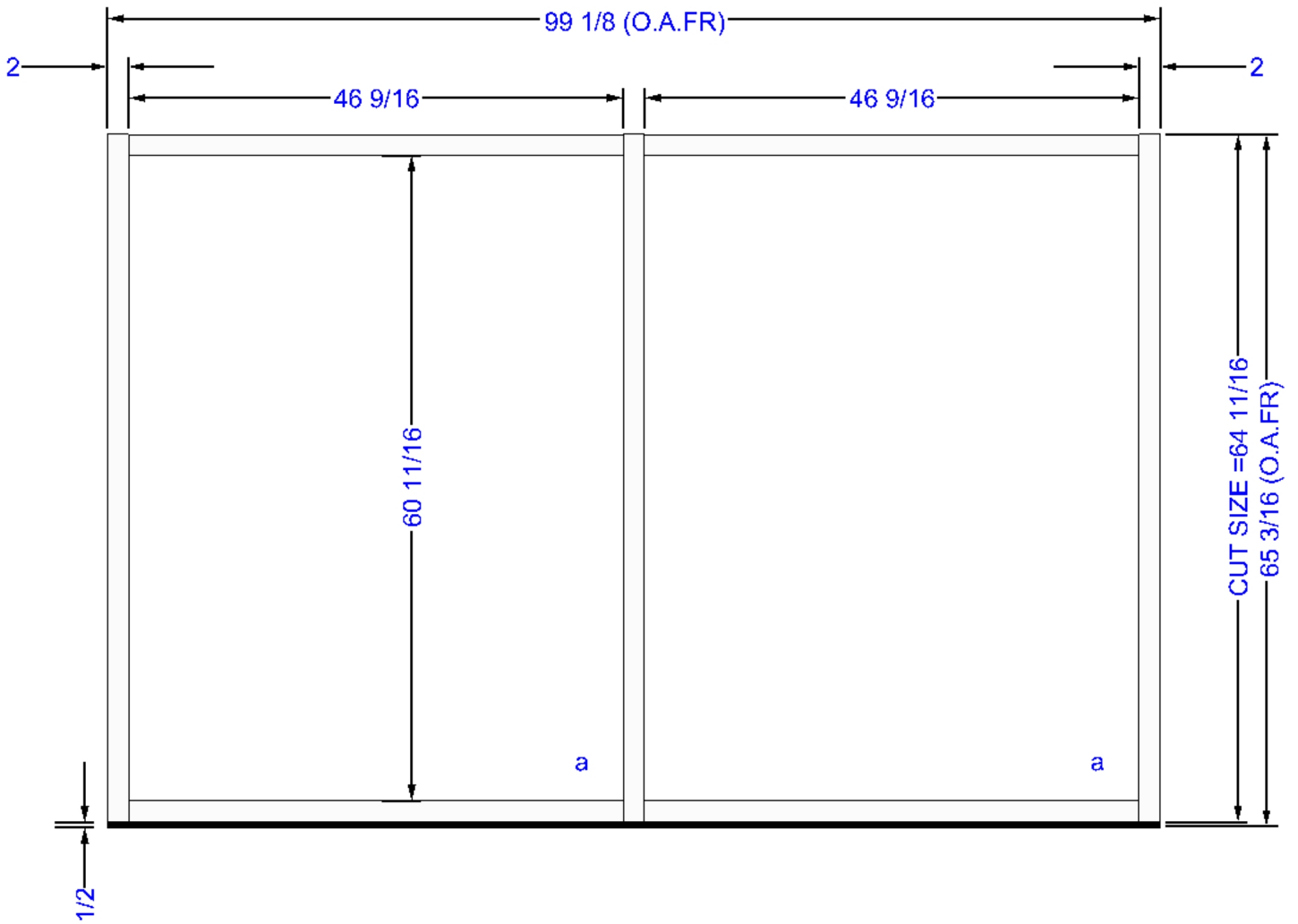
Required: 2 Panels: 2 Rows: 1

Frame Width: 99 1/8

Frame Height: 65 3/16

Back Member Color: #29 BLACK : PERMANODIC

Face Member Color: #29 BLACK : PERMANODIC



2" x 4 1/2" thermal storefront framing
1" gray tinted low-e insulated glass

Project Name: Oelwein City Hall

2/14/2024 1:

Frame Set Name: Frame Set 1

Frame Name: West windows

Metal Group: M451T CG/SS/OG STOPS UP NEW SILL

D/S: 1 Frame Type: Standard

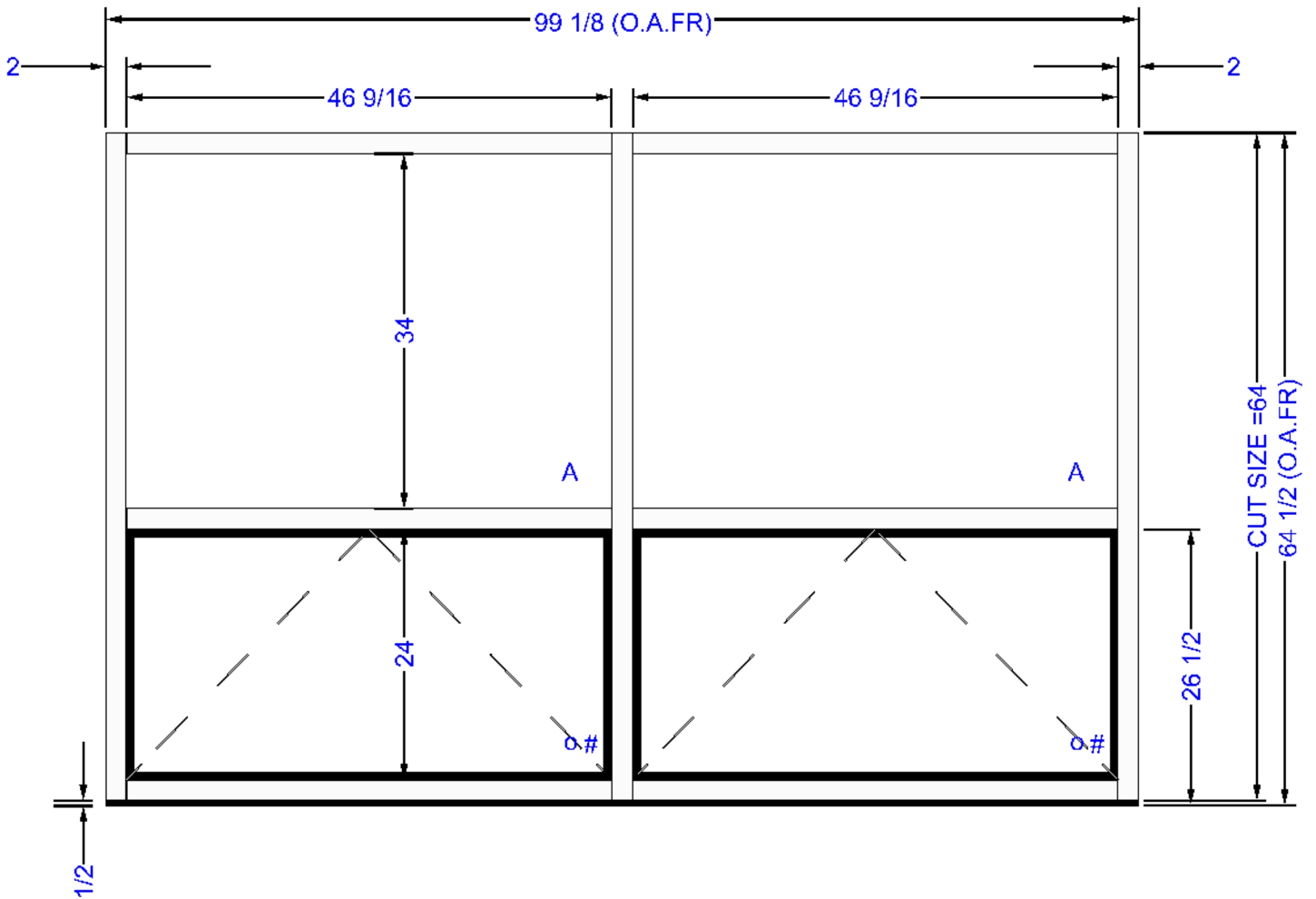
Required: 3 Panels: 2 Rows: 2

Frame Width: 99 1/8

Frame Height: 64 1/2

Back Member Color: #29 BLACK : PERMANODIC

Face Member Color: #29 BLACK : PERMANODIC



2" x 4 1/2" thermal storefront framing
Operable project-out awning window at
lower lites
1" gray tinted low-e insulated glass

Project Name: Oelwein City Hall

2/14/2024 1:

Frame Set Name: Frame Set 1

Frame Name: West single with vent

Metal Group: M451T CG/SS/OG STOPS UP NEW SILL

D/S: 1 Frame Type: Standard

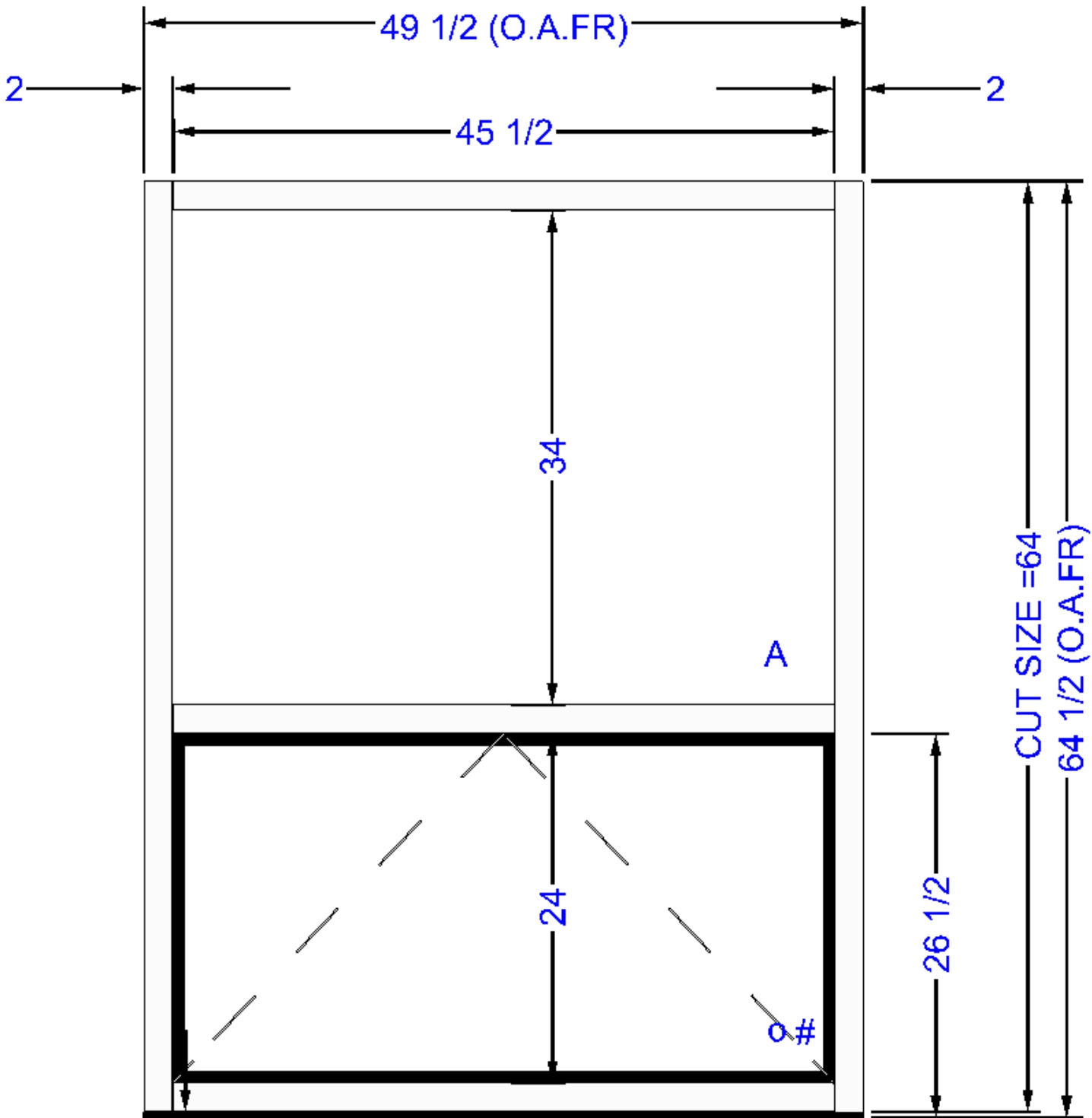
Required: 1 Panels: 1 Rows: 2

Frame Width: 49 1/2

Frame Height: 64 1/2

Back Member Color: #29 BLACK : PERMANODIC

Face Member Color: #29 BLACK : PERMANODIC



2" x 4 1/2" thermal storefront framing
 Operable project-out awning window at
 lower lite
 1" gray tinted low-e insulated glass

Project Name: Oelwein City Hall

2/14/2024 1:

Frame Set Name: Frame Set 1

Frame Name: Small singles

Metal Group: M451T CG/SS/OG STOPS UP NEW SILL

D/S: 1 Frame Type: Standard

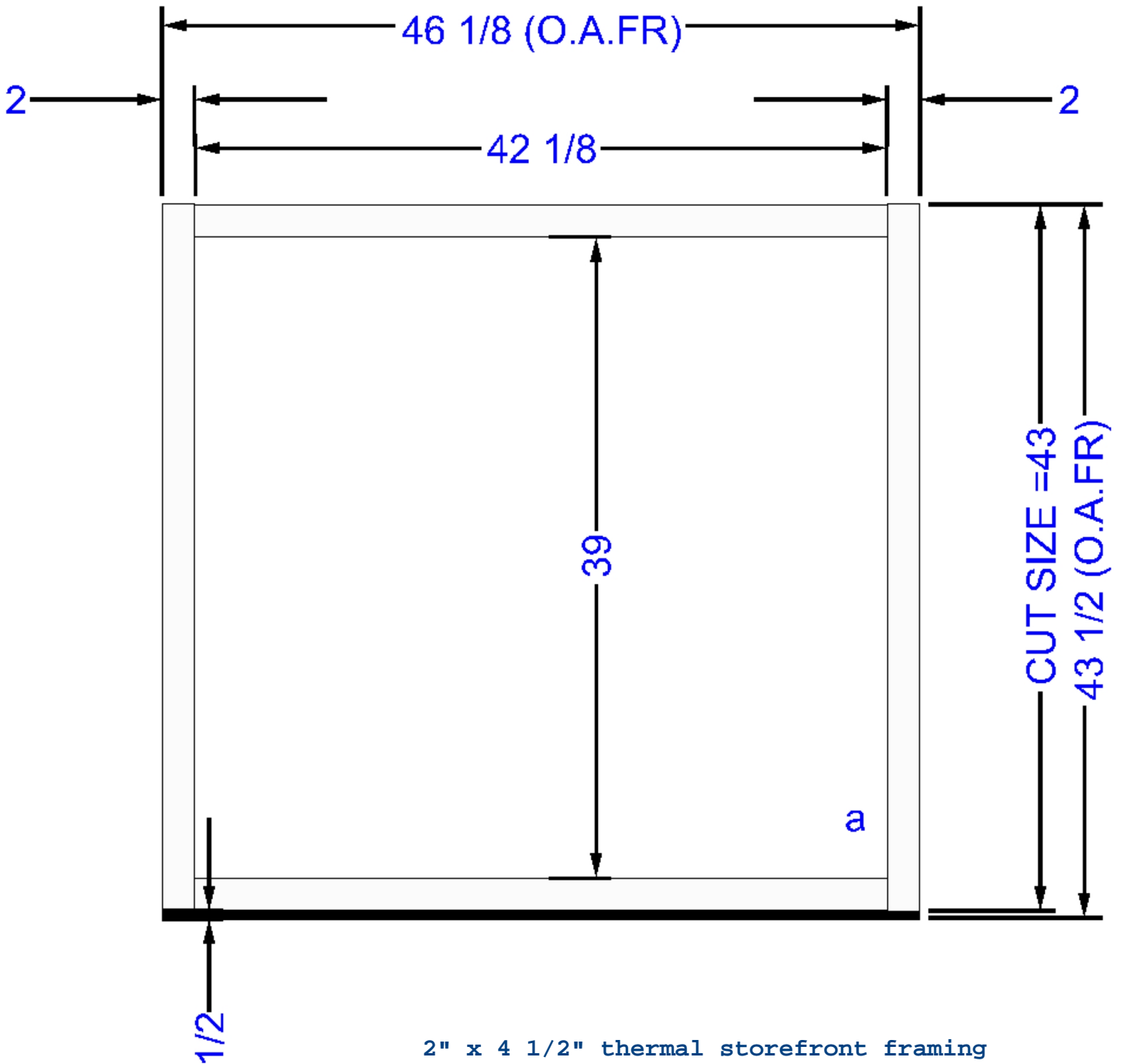
Required: 2 Panels: 1 Rows: 1

Frame Width: 46 1/8

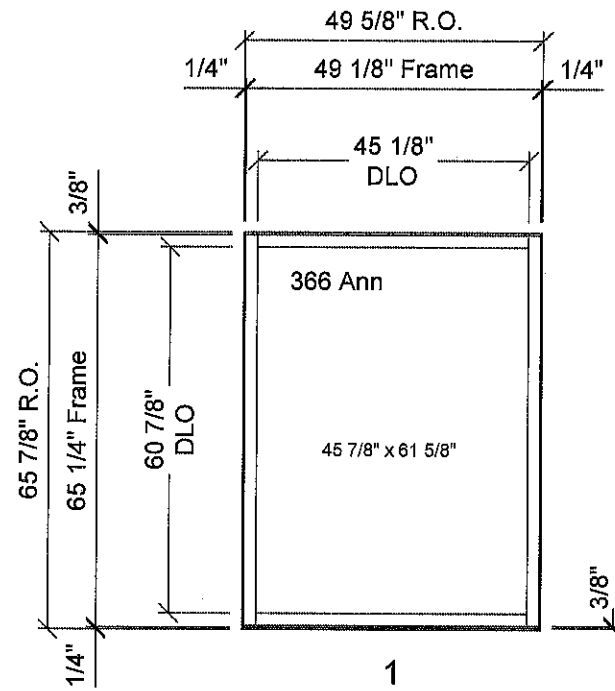
Frame Height: 43 1/2

Back Member Color: #29 BLACK : PERMANODIC

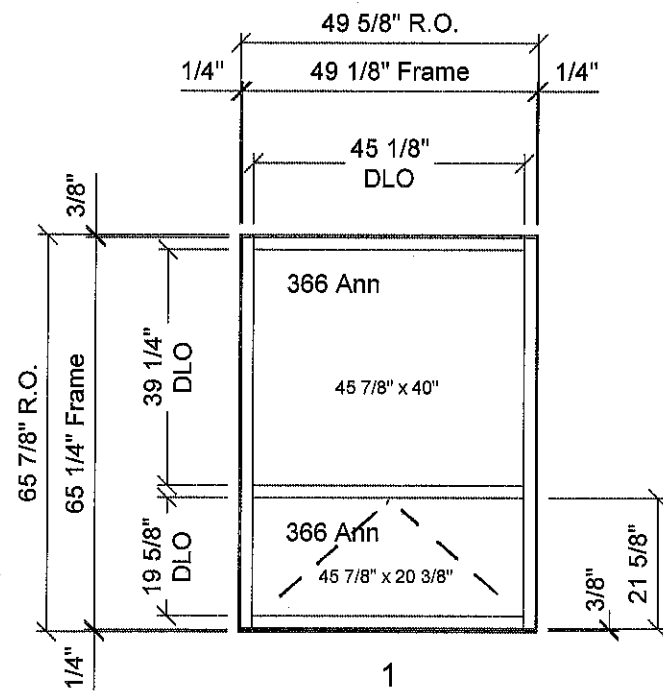
Face Member Color: #29 BLACK : PERMANODIC



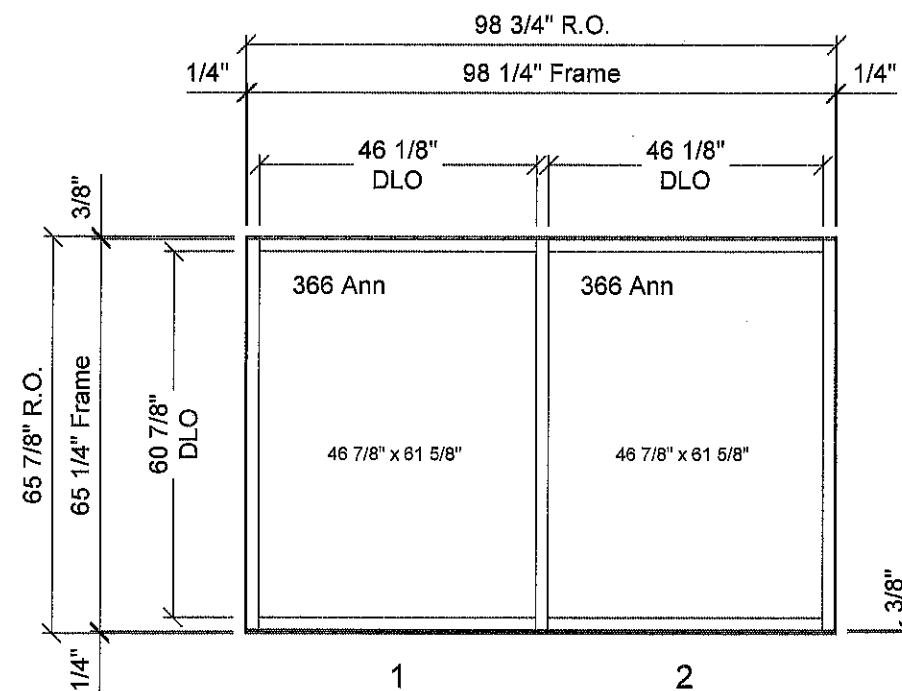
2" x 4 1/2" thermal storefront framing
1" gray tinted low-e insulated glass



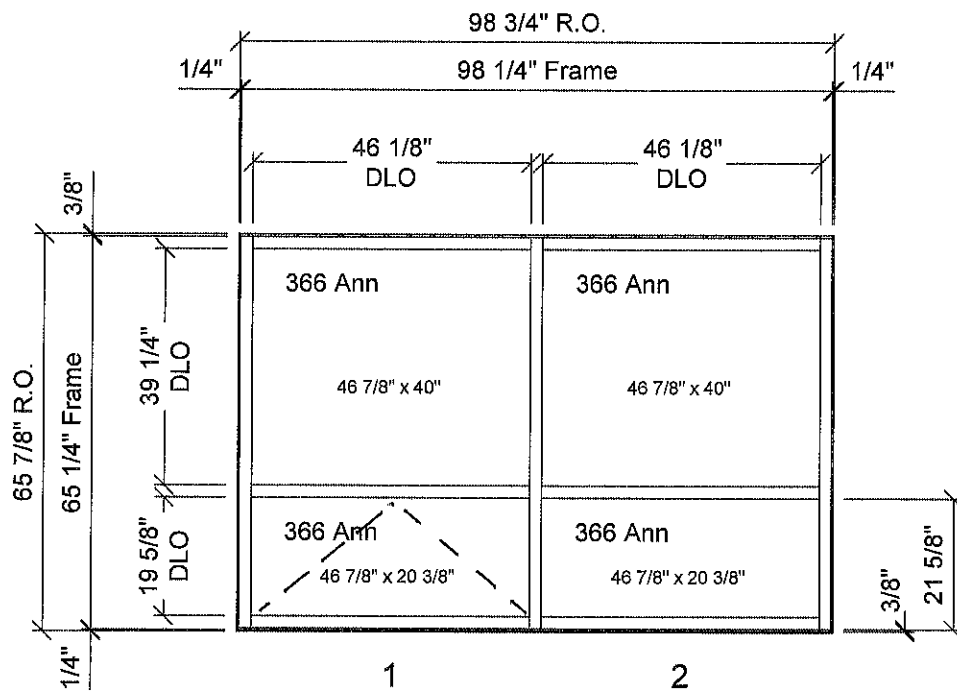
Oelwein City Hall - Window A (2 Thus)
 Frame: T14000 : Storefront : 2 x 4-1/2 : Flush Glaze :
 T14259 subsill



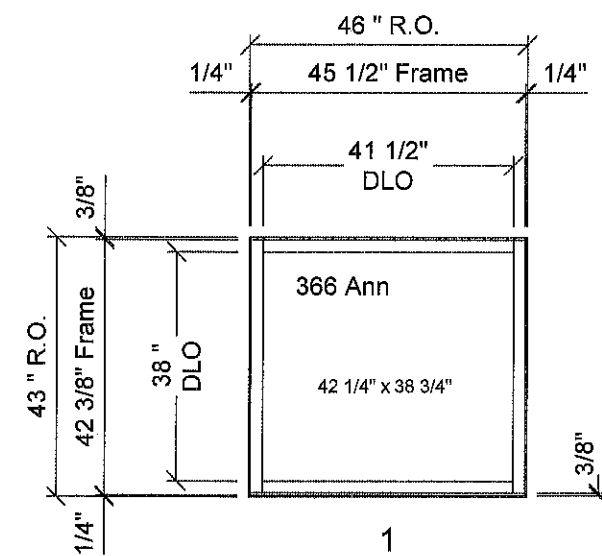
Oelwein City Hall - Window A1 (4 Thus)
 Frame: T14000 : Storefront : 2 x 4-1/2 : Flush Glaze :
 T14259 subsill



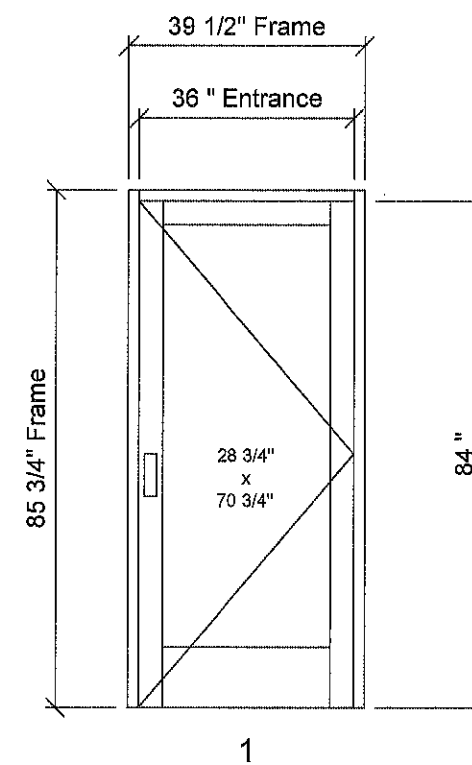
Oelwein City Hall - Window B (2 Thus)
 Frame: T14000 : Storefront : 2 x 4-1/2 : Flush Glaze : T14259 subsill



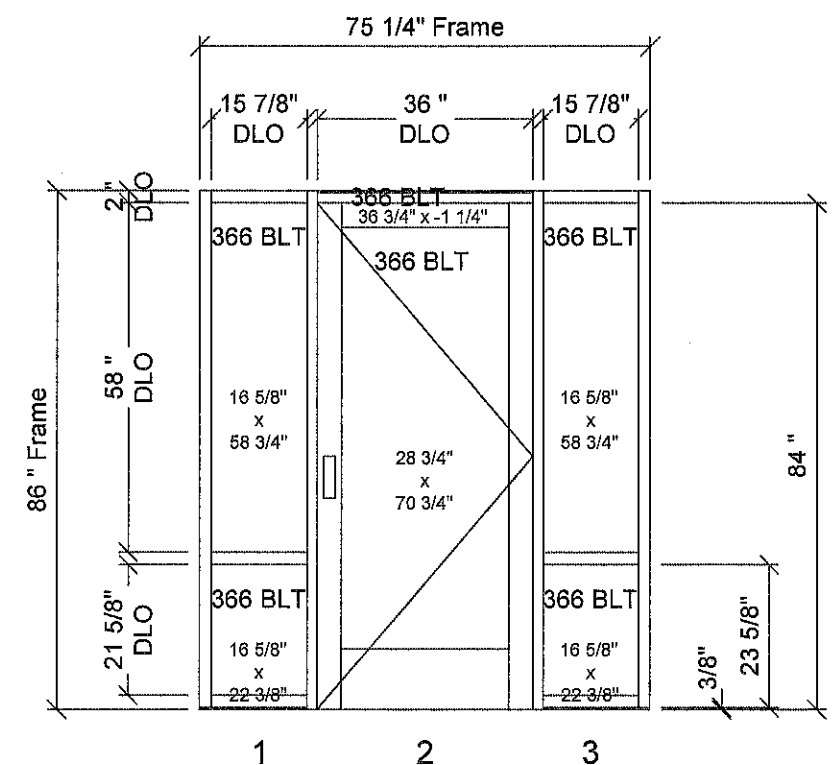
Oelwein City Hall - Window B1 (2 Thus)
 Frame: T14000 : Storefront : 2 x 4-1/2 : Flush Glaze : T14259 subsill



Oelwein City Hall - Window C (2 Thus)
 Frame: T14000 : Storefront : 2 x 4-1/2 : Flush Glaze :
 T14259 subsill



Oelwein City Hall - Single Door (3 Thus)
 Frame: 4500 Series : Storefront : 1/4 in. glass : 1-3/4
 x 4-1/2 : Exterior Glazed : Std Horz



Oelwein City Hall - Door with Sidlites (1 Thus)
 Frame: T14000 : Storefront : 2 x 4-1/2 : Flush Glaze : T14259 subsill

RESOLUTION NO. _____-2024

RESOLUTION TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MATT CONSTRUCTION FOR 1 SOUTH FREDERICK

WHEREAS, 1 South Frederick is in disrepair and ready to fall into the street; and

WHEREAS, the city intends to incentivize Matt Construction to purchase and rehabilitate the building; and

WHEREAS, the city will provide three payments in three years for a total payout of \$100,000.00; and

WHEREAS, should Matt Construction fail to make the improvements, they will pay back their economic development incentive;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa enters into a development agreement with Matt Construction for 1 South Frederick

Passed and approved this 11th day of March, 2024.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

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

Attest:

Dylan Mulfinger, City Administrator

Recorded March 12, 2024.

DEVELOPMENT AGREEMENT

The City of Oelwein, Iowa (“City”) and Matt Construction, Inc. (“Developer”), and do hereby agree to the following terms and conditions related to incentive payments to be paid by City to Developer under this agreement (“Development Agreement”), related to renovation and rehabilitation to be performed by Developer to the property located at 1. S. Frederick, Oelwein, Iowa. (“Property”), same to be effective for reference purposes as of the ____ day of _____, 2024,

Whereas, Developer intends to acquire the Property located at 1. S. Frederick (“Property”) in downtown Oelwein for purposes of renovation and rehabilitation of the Property, Developer having entered an agreement to purchase Property from the current owner of Property subject to various contingencies, and

Whereas, City finds that significant renovations, structurally and otherwise, to the Property are necessary, and that the Property will likely continue to fail, currently exhibiting structural integrity issues, and that said failure is not in the best interests of the City, and

Whereas, Developer proposes to perform the following renovations and/or rehabilitation work to the Property (building on the Property):

- 1. Structural repair to the north wall
- 2. Making available commercial storefront space
- 3. Complete demolition and rehabilitation of upper story housing.

and

Whereas, Developer has submitted a pre-application to the IDEA Community Catalyst Grant program related to proposed improvements to Property and same has been approved, with Developer being invited and/or eligible to apply for the Community Catalyst Grant, and

Whereas, one of the elements or factors considered, or scored, by IDEA when reviewing Catalysy Grant Applications is community value which is to some extent measured by City investment in the project, and

Whereas, because the City finds significant value in the Project, the City finds it appropriate to invest in the project.

NOW, THEREFORE, in consideration of the premises and the mutual promises and obligations of the Parties contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. Representations and Warranties.

1.1 “Representations and Warranties of City” In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City’s knowledge:

- (1) City has obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement, upon execution and delivery by City (assuming due authorization, execution and delivery by the Developer) is a valid and legally binding instrument of City, as of and after the Effective Date, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or effecting creditor’s rights generally.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process as specifically provided for herein.
- (3) City agrees to work with Developer to exercise best efforts to resolve any disputes mutually and reasonably between City and Developer arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially affect the financial position or operations of City or which affects the validity of this Agreement or City’s ability to perform its obligations under this Agreement.

1.2 “Representations and Warranties of Developer” The Developer makes the following representations and warranties:

- (1) Developer is an Iowa business corporation duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- (2) This Agreement has been duly authorized, executed and delivered by Developer and (assuming due authorization, execution and delivery by the City), is in full force and effect and is a valid and legally binding instrument of Developer as of the Effective Date, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, other laws relating to or affecting creditor’s rights generally.
- (3) Developer shall exercise its best efforts to cooperate with City in the development process as specifically provided for herein.
- (4) Developer agrees to work with City to exercise best efforts to resolve any disputes mutually and reasonably between Developer and City arising during the development process in a reasonable and prompt fashion.
- (5) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the Articles of Incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which its property is bound, or which constitutes a default under any of the foregoing.
- (6) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financing position or result of the operations of Developer or which affects the validity of the Agreement or Developer’s ability to perform its obligations under this Agreement.

- (7) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Catalyst Grant agreement between Developer and IEDA, and all local, state and federal laws and regulations.
- (8) Developer has firm commitments for permanent financing or sufficient wherewithal to complete the Project in an amount sufficient, together with equity commitments, to successfully complete the Project and requirements of this Agreement and shall provide evidence thereof to City prior to the Effective Date.

2. Project and Payments.

2.1 Developer and City agree that Developer shall undertake the Project and that City will make payments to Developer, consistent with the following terms and provisions:

- (1) "Project" Shall be defined as the activities and other obligations to be performed or accomplished by Developer as described in this Agreement and in the yet to be submitted Catalyst Grant Application, same to be approved for submission by the City Council prior to submission.
- (2) "Project Timeline and "Grant Payments" shall be as follows:
 - a. City will pay Developer the sum of \$50,000.00 on or after August 1, 2024 if Developer is awarded the Catalyst Grant and has taken all steps required by IEDA to accept the Grant, Grant Obligations, and to otherwise be permitted to move forward with the Project by IEDA
 - b. City will pay Developer the sum of \$25,000.00 upon completion of all necessary structural repairs to the north wall of the Property, subject to confirmation of structural stability by a structural engineer to be hired/contracted by Developer, said payment to be made on or about August 1, 2025.
 - c. City will pay Developer the sum of \$25,000.00 upon Substantial Project Completion, which shall at a minimum require that Developer have at least two commercial spaces complete and either available for rent or rented on the main floor and at least three residential apartments complete and either available for rent or rented in the upper level, prior to the end of calendar year 2025. (To be considered available, a space, commercial or residential, must have been given an Occupancy Permit by the City of Oelwein.) This payment will be paid on or about August 1, 2026.
 - d. Each request for reimbursement will include reports of the work completed and structural or other inspection reports if required.
 - e. Assuming all required information has been provided, payments will be

made within thirty (30) days of reimbursement request.

3. General Terms and Provision.

3.1 “Notices and Demands” Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

(1) If to Developer:

Mätt Construction, Inc.
Attn: Megan Mätt
203 Y. Ave.
Sumner, IA 50674

(2) If to City:

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

or at such other address with respect to either party as that party may, from time to time designate in writing and provide to the other party.

3.2 “Binding Effect” This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

3.3 “Execution By Scanning or Electronic Signature” The parties agree that this Agreement may be transmitted between them by scanning or electronic signature. The parties intend that the scanned or electronic signatures constitute original signatures and that such scanned or electronically signed Agreement containing the signatures (original, scanned, or e-signed) of all the parties is binding on the parties.

3.4 “Maintenance of Insurance” Developer shall maintain the Property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Property. Developer shall pay for and maintain insurance in an amount not less than the full insurable value of the project property. Developer shall name the City, and IEDA if required by a Catalyst Grant Agreement, as additional insured / loss payee(s). Developer shall provide the City with a copy of each and every insurance policy in effect related to the Property.

3.5 “Responsibilities” Subject to the terms of this Agreement, Developer will be

solely responsible for completing all work on the Project. Neither party will be considered an agent of the other for purposes of this Project, and each will hold harmless and indemnify the other for any damages suffered by any person or entity as a result of its own or its agents' acts or failures to act in performance of its obligations under this Agreement.

- 3.6 “Assignment of Agreement” The Parties may not assign, transfer or convey in whole or in part this Agreement, without the consent of each Party. Consent shall not be unreasonably withheld.
- 3.7 “Amendments” No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Parties.
- 3.8 “Catalyst Grant Contingency” The City's obligation to provide funds hereunder is contingent on Developer being awarded a \$100,000.00 Catalyst Grant and Developer accepting all Grant Obligations.
- 3.9 “Personal Guaranty” The principals of the Developer agree to personally guarantee project completion consistent with the terms of the Catalyst Grant Application and Agreement. To the extent the City provides incentives outlined herein to Developer and Developer fails to fully complete the Project as provided in the Catalyst Grant Application, Catalyst Contract/Agreement, or this document, the Developer, and those providing Personal Guarantees, shall be required to reimburse the City for any payments made hereunder within sixty (60) days of demand therefor from the City, and shall all be jointly and severally liable for the sums so due. Should the City have to take legal action to collect any sums due from the Developer or the Guarantors, the Developer and the Guarantors shall be liable for City’s legal expenses and costs. (Personal Guaranty attached hereto as **Exhibit A**)
- 3.10 “Entire Agreement” This Agreement contains the entire understanding between the City and the Developer with respect to the Project contained herein
- 3.11 “Laws Ordinances and Regulations” Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.
- 3.12 “Building Permits” Developer agrees to apply for, obtain, and otherwise follow all laws and regulations related to the issuance of necessary Permits for the Project.

3.13 “Non-Discrimination” In carrying out the Project, Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age or disability. Developer further agrees to not discriminate upon the basis of race, religion, color, sex, sexual orientation, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

3.14 “Conflict of Interest” Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

4. Events of Default and Remedies.

4.1 “Events of Default Defined” The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Real Estate owned by Developer.
- (2) Failure by Developer to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

4.2 “Remedies on Default by Developer” Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within thirty (30) days following such notice, or if the Event of Default cannot be cured within thirty (30) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from the Developer deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;
 - (2) City may cancel and rescind this Agreement;
 - (3) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.
- 4.3 “No Remedy Exclusive” No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Should the City have to take legal action to collect any sums due from the Developer or the Guarantors, the Developer and the Guarantors shall be liable for City’s legal expenses and costs.
- 4.4 “No Implied Waiver” In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Administrator and Developer has caused this Agreement to be duly executed on or as of the first above written.

CITY OF OELWEIN, IOWA

By _____
Brett DeVore, Mayor

By _____
Dylan Mulfinger, City Administrator

Mätt Construction, Inc., Developer

By _____
Megan Mätt

State of Iowa)
)§
County of Fayette)

Subscribed and sworn to me, the undersigned Notary Public, in and for the State of Iowa, by Megan Mätt, known to me to be the identical person named herein, who swore and affirmed that she executed same in her capacity as _____ for the Corporation, with the authority and at the direction of the Corporation, by it and by her voluntarily entered.

Notary Public, State of Iowa

Exhibit A
PERSONAL GUARANTY AGREEMENT

The undersigned, as “Guarantor”, in consideration of, and as inducement to the City of Oelwein (“City”) entering into a certain Development Agreement dated _____ between City and Mätt Construction, Inc. (“Developer”), hereby agrees as follows:

1. Consideration. This Guaranty is made for good and valuable consideration and to induce City to enter into a Development Agreement with Developer. Guarantor has a substantial financial interest in Developer and Guarantor acknowledges the receipt and adequacy of the consideration received by Guarantor in connection with the aforementioned Development Agreement between City and Developer.
2. Financial Guaranty. Guarantor hereby unconditionally guarantees payment to City of all sums that may become due from Developer to City under the aforementioned Development Agreement, including but not specifically limited to the repayments of grant sums, interest, fees, premiums, costs and expenses, attorney’s fees and costs, and other amounts or damages which may be due or awarded to City under and consistent with the terms of the Development Agreement. By executing this Guaranty Agreement, Guarantor hereby acknowledges that Guarantor has reviewed the Development Agreement between City and Developer, has had sufficient opportunity to consult with legal counsel, and fully understands Guarantor’s financial obligations and exposure under this Guaranty Agreement.
3. Payment to Guarantor. Guarantor hereby agrees that in the event Developer becomes obligated to pay any sum to City under and consistent with the terms of the Development Agreement, that Guarantor will pay any such amounts in full to City within sixty (60) days of the mailing of written notice by City to Guarantor that such sums are due. Guarantor agrees that all such notices shall be sent to Guarantor at the address and email address listed below, or at such other address or email address as Guarantor may from time to time provide to City in writing. Any such notice may be mailed by overnight mail or first-class mail, postage pre-paid, and/or sent via email, the sixty (60) day notice time frame shall be deemed to commence on the first day following mailing or emailing.
4. Nature of Guarantor’s Liability. Guarantor agrees that Guarantor’s payment obligations under this Guaranty Agreement are an independent contractual undertaking on the part of Guarantor, and that Guarantor’s liability to City shall be joint and several with Developer’s obligations and/or liability to City under the Development Agreement. Guarantor further agrees that City’s remedies against Guarantor for breach of this Guaranty Agreement shall be separate and distinct from its remedies against Developer, and City may, at its sole option, proceed directly against Guarantor without first proceeding against Developer. Neither the failure of City in any particular instance to insist upon Guarantor’s strict performance, nor the granting by City of any particular indulgence, forbearance or concession to either Guarantor or Developer, shall operate as

a waiver on the part of City to thereafter insist upon Guarantor’s strict performance of this Guaranty Agreement. Guarantor agrees that, absent an express agreement in writing to the contrary signed by City, this Guaranty Agreement shall be irrevocable by Guarantor until such time as the Developer’s obligations under the Development Agreement have been fully satisfied and the City has released Developer from any further obligations thereunder.

- 5. Governing Law and Venue. Guarantor agrees that the interpretation and enforcement of this Guaranty Agreement shall be governed by Iowa Law and jurisdiction shall be in the District Court in and for Fayette County, Iowa.

Megan Mätt

State of Iowa)
)§
County of Fayette)

Subscribed and sworn to me, the undersigned Notary Public, in and for the State of Iowa, by Megan Mätt, known to me to be the identical person named herein, who swore and affirmed that she executed the same in her personal capacity as an expression of her voluntary act and deed.

Notary Public, State of Iowa

RESOLUTION NO. _____-2024

RESOLUTION AWARDING DOWNTOWN PROPERTIES FORGIVABLE LOANS FOR BUILDING IMPROVEMENTS PROVIDED BY TAX INCREMENT FINANCING

WHEREAS, The City of Oelwein allocates \$75,000 annually from the downtown Tax Increment Financing (TIF) district; and

WHEREAS, The applications are rated and evaluated by the Oelwein Housing Committee and a recommendation of awards are provided to City Council; and

WHEREAS, the following awards shall be made in 2024:

- 108 South Frederick \$25,000.00
 - Update windows, add siding, install signage, replace doors, add outdoor lighting
- 23 & 25 E Charles \$20,000.00
 - Remove red panels, add siding, replace windows, and paint
- 2 South Frederick \$10,000.00
 - Make exterior repairs to stucco, paint, and update signage
- 125 South Frederick \$20,000.00
 - Replace windows, update doors, and paint

WHEREAS, property owners will have one year from receiving funding to complete their improvements; and

WHEREAS, the City of Oelwein will monitor progress of the project and will have a lien on each property to ensure that funds are paid back if the project is not complete; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa formally Awards Downtown Property Forgivable Loans for Building Improvements Provided by Tax Increment Financing.

Passed and approved this 11th day of March, 2024.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded March 12, 2024.

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

AYES NAYS ABSENT ABSTAIN

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

RESOLUTION NO. _____-2024

RESOLUTION APPROVING A CONTRACT WITH CSG FORTE FOR CIVICREC PAYMENT PROCESSING SOFTWARE

WHEREAS, the City of Oelwein must use a payment processing firm that is recommended by Civic Plus new CivicRec software to take online and credit card payments; and

WHEREAS, CivicRec CSG Forte payment processing will allow for the payment of memberships for the Wellness Center, park shelter reservations, pool passes, and rec sports; and

WHEREAS, this software will improve the current process for Parks and Recreation; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a contract with CSG Forte for CivicRec payment processing software.

Passed and approved this 11th day of March, 2024.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded March 12th, 2024.

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

AYES NAYS ABSENT ABSTAIN

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



Williams Wellness Center
317 8th Ave SE Ste A
Oelwein, IA 50662

Date: March 5, 2024

To: Honorable Mayor and Oelwein City Council

From: Jessica Burkhart, Recreation/Wellness Facilitator

CC: City Administrator, Dylan Mulfinger

Subject: CivicRec Payment Processing

I am writing to address the Payment Process for CivicRec. CivicRec has a list of five gateways they approve. Of the five gateways only three allow for ACH (Automated Clearing House) monthly payments. ACH is when a business debit's an account/credit/debit card and it gets credited to the business' bank account to pay for a service. Out of those three gateways only one passes the fees on to the customer, CSG Forte.

Our software will allow us to do many online functions. It will also be our membership software for the Williams Wellness Center (WWC). The WWC allows members to pay monthly for memberships via ACH. We have 140 memberships per month that utilize the monthly ACH payment option. We need a company that allows us to do ACH payments every month to receive these monthly payments.

We would enroll in dual billing. The ACH will absorb the fees and other card purchases within the program will pass fees to the consumer.

CSG Forte is the Payment Process Company we recommend for CivicRec.

Jessica Burkhart
Recreation/Wellness Facilitator
319-283-2312
jburkhart@oelwein.k12.ia.us

Approved Gateways List

Gateway	Integrated	Online	Automated Clearing House (ACH)	In-Person	Cards on File	ACH on File	Supports Contactless Payments	Can Act as Both Gateway and Processor	Can Pass Fees to Customer	Payment Card Industry (PCI) Services	Next Day Funding	Cost Friendly Equipment
Authorize.net through BankCard USA	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	Yes	Yes	Yes
CardPointe	Yes	Yes	No	Yes	Yes	No	Yes	Yes	N/A	Yes	N/A	N/A
Elavon Converge	Yes	Yes	N/A	Yes	Yes	N/A	Yes	Yes	N/A	Yes	Yes	Yes
CSG Forte	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes
Global Payments Integrated	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	Yes	N/A

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 (“FORTE” or “Party”), and City Of Oelwein, with its primary business address at 20 2nd Avenue SW, Oelwein, IA 50662 (“AGENCY” or “Party” or “Merchant”), and is effective upon the date last signed below (the “Effective Date”). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents” or “Customer”).

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE’s systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY’s actions in the event of a real or perceived security risk.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE’s opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY’s accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

2.5 Use of Information and Data. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII, as more fully defined in Appendix A). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security. Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of 5 years (the “Term”). Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days’ prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY’s receipt of services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY’s account.

5.4 Termination without Notice. FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on Merchant’s account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY’s receipt of services prior to terminating AGENCY’s account.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card and ACH Transactions on AGENCY’s behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding payment network. Transactions which are received after the designated cut-off time will be included in the next business day’s settlement processing.

6.1.1 Sale Transactions. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Authorization-Capture Transactions. If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder’s billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY’s behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY’s application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Additional Agreements AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Consumer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.11 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Consumer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly

authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

6.18 Authorization. AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and

limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Customer shall constitute receipt of payment to AGENCY, extinguishing such Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Customer's payment, AGENCY's sole recourse shall be to FORTE, not the Customer.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing the Constituent's payment obligation to AGENCY as if the Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not the Constituent.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a

third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. DATA SECURITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services (“Absorbed Fee Model”) will result in fees being billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY’s designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction (“Service Fee Model”) will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

13.3 FORTE’s pricing is subject to the underlying fees established by the Payment Networks and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days’ notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY’S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF

THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE:

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver; and (iii) AGENCY shall provide proof of Authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

15.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

16. FORCE MAJEURE

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure is due to circumstances beyond the reasonable

control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

17. ASSIGNMENT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the Laws of the state of Iowa without reference to choice of laws rules.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

25. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

City of Oelwein

CSG FORTE PAYMENTS, INC.

By: _____

By: _____

Name: Brett DeVore

Name: _____

Title: Mayor

Title: _____

Date: March 11, 2024

Date: _____

APPENDIX A DEFINITIONS

ACH Network. “ACH Network” or “Automated Clearing House Network” is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

Affiliate. “Affiliate” means an entity controlled or managed by the same centralized federal, state or local government.

Agent. “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of Agency with the actual, implied or apparent authority of Agency.

Authorization. “Authorization” means a Transaction request on a Consumer bank account or card account to confirm Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted transaction.

Business Banking Day. “Business Banking Day” means Monday through Friday excluding banking holidays.

Confidential Information. “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party’s products and services that is not generally available to the public.

Consumer. “Consumer” means the individual end users, Constituents of AGENCY.

CPA. “CPA” or “Canadian Payment Association” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback. “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

Credit Entry. “Credit Entry” means an ACH/EFT Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

Debit Entry. “Debit Entry” means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

Laws. “Laws” means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive order, regulation or Rule (collectively, “Export Laws”), and Fair Credit Reporting Act and USA Patriot Act.

Merchant. “Merchant” means AGENCY.

NACHA. “NACHA” or “National Automated Clearing House Association” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI. “ODFI” or “Originating Depository Financial Institution” means the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator. “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. “Payment Network” means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as “Payment Association”.

Payment Network Resources:

VISA Regulations (from VISA website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

NACHA: www.nacha.org

PCI-DSS. “PCI-DSS” or “Payment Card Industry Data Security Standard” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers and/or other government issued numbers. PII includes “Personal Data” as commonly defined by privacy laws.

RDFI. “RDFI” or “Receiving Depository Financial Institution” means the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver. “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve. “Reserve” means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

Rules. “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

Settlement Entry. “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. “Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users. “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.

APPENDIX B ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

APPENDIX C ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.

2. **Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing Customer relationship and Customer's authority to submit such payments.
 - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.
6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.
7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).
8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.
9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.
10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

APPENDIX E INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
 - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
 - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY’s behalf or otherwise necessary for a AGENCY’s use of Forte’s products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that ISV or FORTE have access to or collects such Source Data, each agrees that it does so solely on behalf of the AGENCY and the AGENCY’s Consumer customers pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.
4. Security Obligations.
 - a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that the PII to which it will have access pursuant to this Agreement (if any), that FORTE shall gain possession of any ownership or other proprietary rights with respect to such PII. FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
 - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s customers, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
 - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.
- a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law
 - b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.
 - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
 - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be [AGENCY/Agency]'s sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

SCHEDULE 1
PRICING FEE SCHEDULE

Such Pricing Fee Schedule is executed and attached to AGENCY's "Merchant Application" and incorporated herein by reference.



PRICING FEE SCHEDULE

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- **Absorbed Model** - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office.

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

3.20% of the payment amount with a minimum fee of \$2.00 based upon volume.

Debit Cards (Tax Program only)

1.95% of the transaction amount

Electronic check – online WEB and IVR payments

Includes Forte Verification for known accounts.

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.25 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.25 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.25 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.25 w/Verification	Per Transaction

Absorbed Pricing Option:

Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Option 1. Visa, MasterCard, Discover, American Express	3.20%	Per Transaction
Option 2. Visa, MasterCard, Discover,	*Pass Thru pricing + \$0.20+ 40bpts*	Per transaction
Option 2. American Express	*Pass Thru pricing + \$0.20	Per Transaction
Forte Protect (End-2-End Encryption)	\$0.10	Per transaction
Forte Protect (Key Injection Fee)	\$25.00	One time Per Device
Account Updater (Optional)	\$0.35	Per Transaction
Account Updater (Optional)	\$25.00	Per Month
Credit Card Chargeback Fee	\$25.00	Per Chargeback
Batch Fee	\$0.25	No Charge - Waived
ACH Fee-debits/credits	\$2.00 with Forte Validate Plus	Per Transaction
ACH Return Fee	\$2.00	Per Return
Monthly Fee	\$5.00	Each Month per Merchant Account

*Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from the associations. Forte Payment Systems believes in transparent pricing, meaning that we utilize a *Pass-Thru Plus* pricing model. Interchange pass thru pricing is a form of credit card processing that allows the actual cost of the processing (*interchange fees & assessments) to be passed directly through to your office. The advantage of this pricing strategy is that it is transparent and, in most instances, provides the lowest processing costs.

Forte’s fees include: Total volume processed multiplied by bpts
 Total # of transactions processed by per item fee

Gateway Only Pricing Option:

Fee Description	Fee	Frequency
Forte Gateway Fee	\$0.25	Per Transaction
Monthly Gateway Fee	\$29.99	Per Merchant ID

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Standalone)		\$399.00 per terminal plus shipping
VeriFone V400c Terminal (Hybrid with cables)		\$450.00 per terminal plus shipping
MagTek eDynamo		\$179 per devise plus shipping
MagTek eDynamo and Counter-Top Docking Station Bundle (recommended)		\$219/Device with Docking station plus shipping

Select pricing option(s) desired: **Absorbed Pricing** **Service Fee Pricing** **Gateway Only Pricing**

Option 1 Option2 Dual Bill

*Required Merchant Signature: _____

Date March 11, 2024



Comparison for
City of Oelwein - Utilities
 Oct-23

Current							Proposed							
	Volume	# Trans	# Authorizations	Rate	Per Trans	Per Auth		Volume	# Trans	# Authorizations	Rate	Per Trans	Per Auth	
Visa Credit	\$1,347.73	40	42	1.62%	\$0.46	\$0.12		\$1,347.73	40	42	1.55%	\$0.45	\$0.10	\$43.09
MasterCard Credit	\$808.00	11	11	1.62%	\$0.46	\$0.12		\$808.00	11	11	1.55%	\$0.45	\$0.10	\$18.57
Discover Credit	\$0.00	0	0	1.62%	\$0.46	\$0.12		\$0.00	0	0	1.55%	\$0.45	\$0.10	\$0.00
American Express	\$0.00	0	0	1.77%	\$0.46	\$0.12		\$0.00	0	0	1.75%	\$0.45	\$0.10	\$0.00
Total Sales	\$2,155.73	51	53					\$2,155.73	51	53				\$61.66
Interchange & Pass-Through Fees														\$30.59
Dues & Assessments														\$2.85
TOTAL														\$32.40
Monthly Fees														\$38.45
TOTAL														\$19.50
Total Sales Volume								\$2,155.73						\$2,155.73
Total Processing Fees								\$136.00						\$113.56
Average ticket								\$42.27						

Total Monthly Savings - Dollars	\$22.44
Total Monthly Savings - Percentage	16%
Annual Reduction in Fees	\$269.24
3 Year Reduction in Fees	\$807.71

THIS MESSAGE IS CONFIDENTIAL. This analysis contains information that may be confidential and/or proprietary. It is intended solely for the addressee. Access to this analysis by anyone else is unauthorized. If you are not the intended recipient of this transmission, any disclosure, copying, use of distribution of the information included in this analysis and any attachments is strictly prohibited. If you have received this analysis in error, please notify the sender by email and permanently delete this analysis. Analysis is an estimate based on historical data provided and processing trends of merchant category and processing in a qualifying manner at all times. Interchange categories that can be "optimized" to lower rates requires using the CardPointe Gateway/Integration. Commercial Card Interchange Service included. PCI compliancy required to obtain savings offered. Savings guaranteed if account opened within 30 days of analysis completion.

CP1245B





**CITY OF OELWEIN
HOTEL AND MOTEL TAX FUNDING APPLICATION
(TOURISM)**

Application Deadlines
September 1 -- December 1
March 1 -- June 1

Applications must be received by 5:00 p.m. on the deadline date. All areas of the applications must be completed and typed. Each applicant will be afforded the opportunity to attend a brief question and answer session with the Advisory Board.

Organization Name: Grand Theatre of Oelwein

Contact Name: Matt Vogel

Mailing Address: 26 S. Frederick - PO Box 469

City, State, Zip: Oelwein, Ia 50662

Phone: 563-608-1815 **Fax:** _____ **Email Address:** njvia1958@gmail.com

Total Project Cost: \$18,404

Total Requested from Hotel/Motel Tax Funds: \$ 10,000

Please indicate which category you are applying for funds:

- Category 1 - Primary
- Category 2 - Community Culture and Education
- Category 3 - Community Recreation and Events
- Category 4 - New and Emerging Organization and Events

Please sign and date this application. Your signature below certifies that you have read and understand all of the guidelines for this funding program. You further understand that you will be required to submit a summary of expenses at the end of the project and that if any funds are not expended or are found to be outside the scope of the grant made by the City Council you will be **required to reimburse/return** these funds to the City of Oelwein.

Applicant:

by: Matthew Vogel, GTO President

Date 2-25-24

Matthew J Vogel
(printed name)

CITY OF OELWEIN HOTEL/MOTEL TAX FUNDING APPLICATION (Tourism)

Project Identification

1. What is the title of your project?

Theatre II HVAC replacement

Provide a brief description of your project. Attach additional pages, if needed.

Replacing the HVAC equipment in Theatre II. Furnance & AC system are from 1980's & no longer work efficiently. AC doesn't work at all.

2. Hotel and Motel Tax Funds must be used to fund projects that promote and/or expand tourism activity in Oelwein. How will your project help to realize this goal?

Investing in enhancing the overall visitor experience at the theatre with improvements can retain & attract new visitors to the Oelwein community.

3. Project Evaluation:

A. Targeted Population

3 - 100

1) Hotel/Motel guests generated by project

None directly. We are an activity for those hotel/motel guests who choose to stay in Oelwein.

a. Number of projected hotel/motel guests.

b. How will hotel/motel guests be tracked.

2) Number of adults the project will reach

7500

3) Number of youth the project will reach

7500

B. Geographic area of draw

25 mile radius of Oelwein

C. Volunteers

1) Number of volunteers

4 board member plus several regular volunteers + an annual cleanup/fix up day with 10/20 volunteers.

2) Number of volunteer hours

250 hours

D. Attendance of event previous year(s)

15,000

18,000 pre covid.

E. Day open to public or performance(s)

Open daily

4. Project Budget

A. Please provide a project budget and schedule of completion including all expenses. If desired, the project budget may be attached to the application. If exact costs are not known please attach estimates to the application, which should be identified as such.

\$18,400 total cost. Presently we have raised \$8000 which is in our savings. We hope to do the project in early part of April.

B. List sources of matching funds obtained below. Funding requests are eligible for up to 100% funding, but priority will be given to projects with additional sources of funding, including in-kind donations.

We received \$8,000 from the Fayette County Foundation. We used \$3,000 of this to update our bathrooms/plumbing. We saved \$5000 from this grant & have \$3000 in our savings to be used for this project.

C. Is this application "seed money" for a new project? If yes, please explain.

No

D. Is this application for the expansion of an existing project/program? If yes, please explain.

No

E. Have you ever received Hotel/Motel Tax Funding from the City of Oelwein in the past?

Yes: No: (check one)

If you answered yes, please answer the following: (attach additional pages, if needed)

Amount of Funding: \$ 20,000 for our

Date of Funding: seasony project 2 1/2 yrs ago



Assurances

Applicants hereby agree and acknowledge that:

If they are awarded funds, they will conduct their operations in accordance with Title VI and the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, as amended, which prohibits discrimination against any employee, applicant for employment, or any person participating in a sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;

They will comply with the Americans with Disabilities Act;

They will comply with all other applicable State and federal laws, rules, ordinances, regulations, and orders;

They will expend funds, received as a result of this application, solely on the described project and programs included within the grant application documents within the fiscal year from which the grant is disbursed;

If they are awarded funds, applicants will include in all appropriate promotions, publicity, advertising, and in printed material the following credit line as applicable:

This project was partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

Our operations are partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

Our operations are and this project was partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

The filing of this application has been approved by the legally authorizing body of the applicant, if applicable;

The facts, figures and information contained in this application including all attachments, are true and correct;

Failure to comply with the administrative rules for this program will result in the forfeiture of funds allocated based upon this application grant;

All records of the grantee relating to this grant application are available during reasonable business hours to the City or their authorized representative upon request;

All records of the grantee related to this grant will be maintained for a period of three years following the date the final grant payment is made;



Assurances Continued

All grantees acknowledge that the source of the grant it is requesting from the City comes from the hotel and motel tax applicable in the City of Oelwein as contemplated by Iowa Code Chapter 422A (2007). The grantee specifically acknowledges the limited use that can be made of hotel and motel tax revenues and assures the City of Oelwein that the grant will be used only for allowable purposes as specifically set forth in Iowa Code Chapter 422A (2) (4) (2007). The grantee additionally and specifically acknowledges and assures the City of Oelwein that it will not use the grant for any purpose, which would be improper pursuant to this law. Furthermore, the grantee warrants that should it use the grant for any purpose not allowed by Iowa Code Section 422A (2)(4)(2007) that it will reimburse, in full, the City of Oelwein the entire amount of the grant;

All grantees acknowledge and assure the City of Oelwein that all grant funds received shall be segregated from other funds maintained by the grantee, until used for the proper purposes as described herein. The sums will be deposited into a segregated, identifiable checking account;

All grantees expressly acknowledge and assure the City of Oelwein that none of the sums received hereunder shall be used for "political purposes" as contemplated by Chapter 56 of the Code of Iowa (2007).

Cost Reimbursement

- A complete project budget and schedule of completion must be included with the application.
- Applicants must have accurate estimates included with the project budget.
- Applicants are eligible for up to 100% funding and funds will be distributed upon approval of the City of Oelwein City Council.
- Funds will be paid only to the applicant, not to contractors or vendors.
- Upon completion of the project, the applicant must submit documentation of expenses and a project recap **within 60 days to City Hall.**
- Any funds that are not expended or are found to be outside the scope of the grant made by the Funding Advisory Board must be reimbursed/returned, by the applicant, to the City of Oelwein **within 60 days.**
- **Failure to comply with the aforementioned rules will prohibit the applicant from applying for funds for one year.**

Matthew Vogel, President

Recipient

2-25-24

Date

Recipient

Date

KEN'S ELECTRIC INC.
841 1st Ave SE, Oelwein, IA 50662
ELECTRICAL HVAC SOLAR
319-283-4221

841 1st Ave SE, Oelwein, IA 50662

BILL TO
The Grand Theater
26 South Frederick Avenue #PO BOX 469
Oelwein, IA 50662 USA

ESTIMATE 33280300	ESTIMATE DATE Aug 09, 2023
-----------------------------	--------------------------------------

JOB ADDRESS
The Grand Theater
26 South Frederick Avenue #P.O. Box 469
Oelwein, IA 50662 USA

Job: 32685814

ESTIMATE DETAILS

HVAC-Rooftop Air Replacment (Good): Included in this option will be the installation of a new Heil roof top Air conditioner for the small theater. We will remove and install the new unit. The ductwork will be transitioned to the existing duct and insulated. The wiring will be installed also. All material and labor have been included to install the above.

Warranty:
5 year parts
3 year labor

TASK	DESCRIPTION	QTY	PRICE	
IRH	INSTALL ROOF TOP UNIT HEIL	1.00	\$4,200.00	\$4,200.00
S-BUCKET TRUCK	CRANE RENTAL	1.00	\$2,000.00	\$2,000.00
NONSTOCK EQUIP	HEIL ROOFTOP A/C 7.5 TON RAV090H02A0AAA	1.00	\$11,000.00	\$11,000.00

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$17,200.00
TAX	\$1,204.00
TOTAL	\$18,404.00

Thank you for choosing Ken's Electric, Inc.

Pay online- <https://kenselectricinc.securepayments.cardpointe.com/pay>

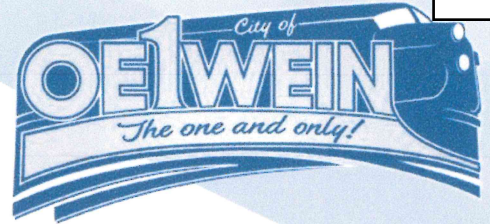
For financing options visit Enhancify.com/kens-electric-inc to see offers that are available.

CUSTOMER AUTHORIZATION

50% DUE UPON ACCEPTANCE OF THIS PROPOSAL AND 50% DUE UPON COMPLETION OF THE PROJECT. THIS PROPOSAL IS VALID FOR 30 DAYS.

Sign here

Date



**CITY OF OELWEIN
HOTEL AND MOTEL TAX FUNDING APPLICATION
(TOURISM)**

Application Deadlines
September 1 -- December 1
March 1 -- June 1

Applications must be received by 5:00 p.m. on the deadline date. All areas of the applications must be completed and typed. Each applicant will be afforded the opportunity to attend a brief question and answer session with the Advisory Board.

Organization Name: Williams Center for the Arts, Williams Center, Inc
Contact Name: Linda Murphy & Sanide Graf, Co-Directors
Mailing Address: P.O. Box 636
City, State, Zip: Oelwein, Iowa 50662
Phone: 319-283-6616 **Fax:** _____ **Email Address:** director@williamscenterforthearts.com
Total Project Cost: \$14,538


Total Requested from Hotel/Motel Tax Funds: \$ 1,500

Please indicate which category you are applying for funds:

- Category 1 - Primary
- Category 2 - Community Culture and Education
- Category 3 - Community Recreation and Events
- Category 4 - New and Emerging Organization and Events

Please sign and date this application. Your signature below certifies that you have read and understand all of the guidelines for this funding program. You further understand that you will be required to submit a summary of expenses at the end of the project and that if any funds are not expended or are found to be outside the scope of the grant made by the City Council you will be **required to reimburse/return** these funds to the City of Oelwein.

Applicant:

by:  Date February 29, 2024
Sandie Graf
(printed name)

HOTEL/MOTEL TAX FUNDING APPLICATIONM
(Tourism, Community Culture and Education, and Community Recreation and Events.)

Project Identification:

1. What is the title of your project?
2. *Tribute to Neil Diamond-Doug Nash* :Williams Center for the Arts stage.

Provide a brief description of your project. Attach Additional pages if needed.

Nashville Recording Star DOUG ALLEN NASH presents a NEIL DIAMOND TRIBUTE Featuring The Nash A-List Big Band. Audiences are on their feet during Doug's dazzling tribute to Neil Diamond featuring his greatest hits, "Cracklin' Rose," "Sweet Caroline," "America," "Forever in Blue Jeans," "Play Me," and many more.

A country boy at heart, Doug grew up on a farm in northwest Illinois near a picturesque town on the banks of the Mississippi River. He began performing in local talent shows at age five; and had formed his own band by age twelve. While in his twenties, Nash entertained our troops overseas with the USO, touring 87 countries. A chance meeting at that time with Johnny Cash in a Copenhagen, Denmark airport inspired him to create "*The Johnny Cash Tribute Show.*" He ultimately added another American icon, Neil Diamond. Nash's rich baritone just happens to be in the same vocal range as both Cash and Diamond. "Doug Allen Nash 'channels' these two American icons." High praise from Chicago's top-rated WGN-TV Morning News after a recent guest appearance. Doug captures the essence of both legendary performers in his own style and with his own passion for their music. When this ruggedly handsome and gifted singer and musician hits the stage, you know you are in the presence of a dynamic star and the consummate showman. Doug Allen Nash loves to entertain and it comes straight from his heart to his audience. Every night's a party when this captivating entertainer is on stage. He is dedicated to keeping the legacies of these two beloved artists alive. Doug's enormous gifts as a singer, musician and dazzling entertainer have audiences applauding his showstopping concerts in theatres, resorts and casinos from coast to coast, including the legendary Caesars Palace on the Las Vegas Strip and The Hard Rock Hotel and Casino, Nashville's Opryland Hotel, and the Taj Mahal in Atlantic City. Yes, a country boy at heart! Doug, who was inducted into the "Legends of South Dakota Country Music Hall of Fame," still has farmland in his native Illinois and heads back whenever his busy concert schedule permits. He also likes to saddle up in his signature cowboy hat, boots and jeans for a little trail ride!

Expenses for this concert include the artists' fee, lighting sound, salaries, printing, advertising, meals, and housing. This program is the 7th show in the 23-24 Williams Center for the Arts Artist Series. The program will be held on Saturday, April 27, 2024.

3. **Hotel and Motel Tax Funds must be used to fund projects that promote and/or expand tourism activity in Oelwein. How will your project help to realize this goal?**

The Williams Center for the Arts is one of the top destinations of choice for the arts in the four county area of northeast Iowa. Almost 1/3 of our audiences

come from communities other than Oelwein. We have had concert attendees from over 40 area communities.

Some of the locations which our patrons come from include: Spencer, IA, Des Moines, IA, Minneapolis, MN, Rochester, MN, Galena, IL, Dubuque, IA, as well as the Oelwein area.

People coming to Oelwein for programs at the Williams Center for the Arts not only come to the programs but also spend money with our local businesses such as restaurants, convenience stores and motel/hotels.

During the 2023-24 concert year the Williams Center for the Arts will spend more than \$8,000 in hotel costs at Cornerstone Inn and Suites. An additional \$5,000 is spent for meals, and an additional \$1,500 for hospitality, which is a required part of each contracted event.

4. Project Evaluation:

A. Targeted Population

1.) Hotel/Motel guests generated by this project.

a. Number of guests.

The number of guests generated by this project is approximately 75+. This includes the performers as well as members of the audience needing housing.

b. How will hotel/motel guests be tracked?

We ask for information from Cornerstone Inn and Suites as to the number of rooms used and how many guests were housed in those rooms per evening.

2.) Number of adults the project will reach.

The total number of visitors to the Williams Center for the Arts Artist Series is 7,625 persons per year. Total number of persons using the Williams Center for the Arts during a calendar year is over 75,000. This includes the Artist Series, City of Oelwein, Mercy Hospital, NICC use, school use, district and state music associations, the State of Iowa, and the Federal Government.

The total number of adults this project will reach is 500 persons.

The Williams Center for the Arts provides residents with special needs the opportunity to attend the events at the center. Groups with special needs using the Williams Center for the Arts

include: Mercy Living Plus, the two Alternative Living Homes in Oelwein, Full Circle Services, Grandview Nursing Home, Oelwein Care Nursing Home, and ABCM facilities in Independence, IA. These residents are admitted to the Artist Series event at a reduced ticket price.

3.) Number of youth the project will reach.

Approximately 300 youth will be reached by this project and over 10,000 youth will be served for the entire 2022-23 performance year. (This number includes all usage.) Every Oelwein School student (K-12) is admitted at no charge.

C. Volunteers

1) Number of volunteers

Based on past experience we will have over 25 volunteers

2.) Number of volunteer hours

We anticipated volunteers contributing 50 hours.

D. Attendance of event previous year(s)

The total number of visitors to the Williams Center for the Arts Artist Series is approximately 75,000 persons. (This includes the Williams Center for the Arts Artist Series, Northeast Iowa Honor Bands and Honor Choirs, Pre-All State High School Vocal Workshop, Programs and Concerts from the Oelwein Community Schools, Gallagher-Bluedorn children's plays, and various Community usages, as well as the State of Iowa, and the Federal Government.

E. Day open to the public or performances(s)?

The Williams Center for the Arts Artist Series begins in mid-August and runs through April, 2024. American English: The Complete Beatles Tribute was the first show in the series. It was held on August 19, 2023.

The show cited for this grant will be Saturday, April 27, 2024.

5. Project Budget:

A. Please provide a project budget and schedule of completion including all expenses. If desired, the project budget may be attached to the application. If exact costs are not known please attach estimates to the application, which should be identified as such. Cost estimates are included at the conclusion of this grant request form in this application. Date of cost completion should be April 27, 2024.

B. List sources of matching funds obtained below. Funding requests are eligible up to 100% funding, but priority will be given to projects with additional sources of funding, including in-kind donations.

Matching funds:

Northeast Iowa Charitable Foundation, In-Kind donations,
Memorials, Ticket Sales, Local Business Sponsorships (program ads)

The Williams Center for the Arts is requesting a \$1,500 grant to help cover part of the cost of Doug Nash- A Neil Diamond Tribute.

C. Is this application "seed money" for a new? Project? If yes, Please explain.

It is not "seed" money.

D. Is this application for the expansion of an existing project/program? If yes, please explain.

This application helps to fund the existing 2023-24 Artist Series at the Williams Center for the Arts.

E. Have you ever received Hotel/Motel funding? From the City of Oelwein in the past?

Yes: X No: _____

If you answered yes, please answer the following: (attach additional pages if needed)

Amount of Funding: The Williams Center Artist Series has received \$6,000 each year for the past several years. Prior to 2017, the City of Oelwein was able to assist the Williams Center Artist series in the amount of \$10,000 yearly. We are requesting a \$1,500 grant.

Completion Date is APRIL 27, 2024

BUDGET FOR: A Tribute to Neil Diamond-Doug Nash

Artist fee - \$9,750	Housing \$1,000 estimate
Meals: \$400 estimate	Sound and Lights: \$1600 estimate
Advertising: \$763	Programs and posters: \$675
Hospitality: \$100	Transportation: \$250
Total Projected Costs: \$14,538.00	



Minutes

Park & Rec Meeting
City Hall – Council Chambers
Monday February 19th, 2024 - 5:15 PM

Park and Recreation

www.oelweinparks.org

Call to Order: 5:17pm

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

Attending: Burkhart, Gearhart, Johnson, Jorgensen, Garrigus, Meska, Stasi

Absent: Bouska

Approval of Minutes:

- Consideration of a motion approving the minutes of the January 17th, 2024, meeting:

Motion: Meska 2nd: Stasi

Aye: All Nay: None

Citizen Comments:

Jake Blich talked about the city park sign, as Johnson told him a new one is being made for a senior seminar project that includes the Saur-King Plaza. Blich talked to the board about possible cemetery street signs. Board members agreed that the streets and avenues were too confusing and did not want the cemetery cluttered with a bunch of signs. Johnson stated that he was given an hour of notice of the meeting for this project and that it needs to be on the agenda to vote on. Meska motioned and Jorgensen second that they do not approve of the signs.

Wellness/Recreation Update:

Burkhart stated that they are hosting coed volleyball on Sundays. Registrations are going out for itty bitty basketball as 3year old start tomorrow and held on Tuesdays and Thursdays. Soccer registrations are going out as well as little league registrations. Friday they are hosting bingo for the 3rd year as they expect 150-200 people. Burkart said they have a student interested in completing a seminar project and that she and Johnson are working on Civicrec. Burkhart stated that they are holding wellness center meetings transferring to the school.

Playground Policy:

Johnson stated that the city needs to spend a lot of time and funds on playground equipment in the coming years. A written policy statement is an effective tool for communicating to the public and the owner’s staff or independent contractors the purposes of the playground management and operation program. It also should generally outline what actions persons throughout the organization must take to make the program successful. Johnson said that playground equipment is very expensive and does have a life expectancy as with everything else. Johnson said that they have been trying to keep up with replacing items as they break with

a separate budget line for playground equipment. Johnson stated that this policy is the board's way of supporting the park department in future playground maintenance and development.

- Consideration of a motion approving the proposed public playground policy:

Motion: Meska 2nd: Stasi

Aye: All Nay: None

Aquatics Update:

On Monday Jan. 22nd, Joshua took his required CEU course for his pool certification in Cedar Falls. On Tuesday and Wednesday Nate took the full CPO course, as the full course is required every fifth year. Joshua ordered the lounge chairs that he received an extra \$3,311.00 for matching CIP funds to buy additional chairs. Originally, the city would have only been able to order 20 chairs but with the extra funds the order was increased to 30 lounge chairs. Johnson stated that he has been working on updating all the paperwork for the upcoming season. Joshua has been meeting with the pool manager this past month to go over progress with recruitment and go over activities planned for the aquatic center this upcoming season. Joshua has been working on updating EAP's for the aquatic center and is working with the PD to develop an active shooter protocol. We hope this is never an issue, but we should be prepared for all possibilities. Johnson stated that he applied and is anxiously awaiting to see if they are awarded funding for a new drinking fountain to install at the aquatic center. Johnson stated the grant proposal for Delta Dental which is where he was awarded funding for the new fountain, they installed at the campground last season.

Parks/Cemetery Update:

Nate and Joshua took down decorations at depot park and put them away in storage. Joshua turned in all CEU information and received the city updated pesticide applicator license. Joshua took the snow blower out and cleared off trails once again with the warmer weather melting the accumulated snow. Joshua has been going through playground equipment literature and organizing it to be put into binders. Nate cleared several sidewalks for community development that citizens had not taken care of after the last snow. Nate has also been going through the remainder of the small equipment for maintenance.

This past month with the warm weather Joshua had Nate take the skid loader out to Woodlawn and check winter graves for settling and add sand if needed. Joshua has been working on Civicrec webpage and sending information into the company to keep things rolling. Joshua wrote and gave Nate his yearly review and went over this year's expectations. Joshua submitted a grant proposal to the RJ McElroy foundation this week to purchase yellow fence safety topper for all 5 ball diamonds. Joshua contacted the DNR to start talking about future improvements to Lake Oelwein, funding sources, requirements, possibilities. Joshua sent a list of volunteer projects to Joe Bouska to get things started for the United Way – Day of Caring the first week of May. Joshua submitted a grant proposal for trail funds to East Penn this week. Joshua started talking with Upper Iowa University inquiring about them sending volunteers for their appreciation day this spring to Oelwein to help the park department complete some projects once again.

This past week with the warm weather we have been working on various projects outdoors. Nate and Joshua pulled two overgrown bushes out for the library this week. Nate took the broom and went around on the trails sweeping them as the warm weather has brought more trail users out. On Monday Nate and a few cemetery employees had a full burial at Woodlawn to attend to. Nate and Joshua have also been working on the main area of the shop this week. The floor area was painted years ago when the building was a wastewater plant and has been peeling up. Nate and Joshua have power sprayed it several times and sanded it down for a new epoxy covering. Joshua submitted the ad to the paper for the park and rec seasonal positions opening for the coming season. Joshua has been working on an AARP grant for future trail

funding as well as a proposal for TAP funding. Joshua met with the tree board on the first Monday evening of the month at the park shop. Joshua gave the members a compiled list of all the trees they have planted over the past five years with locations and species listed. Johnson stated that they looked at an area behind the shop where they wanted to construct their gravel bed. The gravel bed is a raised garden for trees, the board can purchase bare root trees for a fraction of the cost of a tree they purchase from the nurseries. The trees would be purchased in the spring and planted in the fall as the board will try a few this year and next year the board will use Trees Forever funding if awarded to buy a bunch of trees for their fall tree planting. Johnson stated that they used some of the funds donated by Mr. Greg Bryan to purchase the supplies and they will get the bed constructed in the coming months and get 50 trees to plant this year for a trial run. Joshua downloaded the monthly trail counts from the two counters to upload to the website and presented to the board along with all the current and future projects for the coming months.

Board Member Updates: None

Adjournment: 6:15pm

Next Meeting: March 18th, 2024



Minutes

Airport Board

Municipal Airport, 19623 40th Street, Oelwein, Iowa

February 21, 2024 - 6:30 PM

CALL TO ORDER

Woodraska called the meeting to order at 6:34 PM.

ROLL CALL

Present: Woodraska, Nations, Schares, Walenceus, Bagge

Also Present: FBO George Tegler, Assistant Airport Manager Tommy Stewart

Absent: Council Liaison Anthony Ricchio

APPROVAL OF MINUTES

1. January Minutes.

A motion was made by Nations, seconded Schares to approve the January Minutes. All aye. Motion carried.

EXPENSE REVIEW

2. January Expenses.

A motion was made Bagge, seconded by Nations to approve the January Expenses. All aye. Motion carried.

FBO REPORT

Tegler reported the outlets in the shop are getting to the point where cords fall out and only a few will work properly. Tegler stated he would like to them be replaced. AECOM had been out to mark out the locations for the Lighting Vault Project. Tegler was looking to replace some ceiling tiles.

OLD BUSINESS

3. Fuel System Update.

Bagge stated he hoped it'd be done by spring. Stewart stated that most of it is completed but are waiting on a few touch points.

4. Tractor Tires.

It was reported by Woodraska that the City would like to purchase a new tractor. The goal would be during this year. Tegler had stated he would like something that is comparable to the current.

5. Terminal garage heating for tractor.

Given the weather is warming up, Stewart recommend to review this item in the fall. A discussion took place on radiant tube heating.

6. Decide on whether to vote to change the wording Article IV, Oelwein Airport Board, Section 6-101 Qualifications of Board members.

Bagge motioned, seconded by Schares to propose a recommendation to change the wording of Article IV, Oelwein Airport Board, Section 6-101 Qualifications of Board members to state two member ought to be from the City of Oelwein and 3 must be from Fayette County or county adjacent to. Four aye, one nay (Woodraska). Motion carried.

SCHEDULE NEXT MEETING DATE

March 13, 2024 at 6:30PM

ADJOURNMENT

A motion was made by Nations, seconded by Schares to adjourn the meeting at 6:55PM. All aye. Motion carried.



To: Mayor and City Council
From: Dylan Mulfinger
Subject: Administration City Council Agenda Memo
Date: 3/11/2024

Consent Agenda

2. Consideration of a motion approving the February 26, 2024 minutes.

Public Hearing

3. Public hearing on proposal to enter into a General Obligation Bridge Improvement Loan Agreement.

Ordinances

4. Consideration of an ordinance amending Chapter 19: Animals and Fowl, Section 3: Bothersome Animals and Adding Section 12: Chickens on Residential Property - Second Reading.
 1. After a public work session, staff worked with the city attorney to design an ordinance which allowed chickens and helps staff to enforce instances where chickens are at large. Public comment was overwhelmingly in support of chickens. Community members felt passionately about their flocks. A properly kept roost does not cause issues in the community and provides a recreational activity for a property owner. The City Administrator recommends passing the second reading.
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Motions

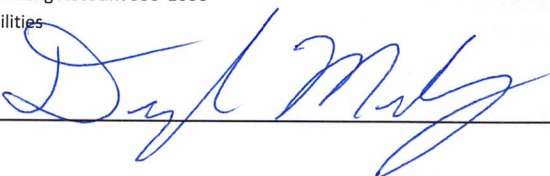
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Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	1,125,968.44	124,791.37	192,835.76	(916.67)	1,057,007.38	Item A.
051 County Emergency Manage	4,751.46	137.45	-	-	4,888.91	
110 Road Use Tax	625,033.04	60,966.19	45,946.29	-	640,052.94	
112 Trust and Agency	464,911.85	6,904.52	76,664.41	-	395,151.96	
113 Flex Spending	1,436.73	2,268.42	1,512.28	-	2,192.87	1,436.73
119 Emergency	24,010.86	252.02	-	-	24,262.88	
120 Sidewalks Repaired/Replaced	-	-	-	-	-	
121 Sales Tax	500,928.77	61,848.67	-	-	562,777.44	
122 Hotel/Motel Tax	44,273.59	20,479.65	-	-	64,753.24	
123 Gas-Electric Franchise Fee	469,975.63	173,155.65	27,759.91	(19,937.00)	595,434.37	
124 Library Bequest	376,349.23	882.49	2,262.00	-	374,969.72	
126 Downtown TIF	143,174.25	326.69	-	-	143,500.94	
127 Industrial Park TIF	-	-	-	-	-	
128 Ind Park SubFund TIF East Penn	979,340.15	2,638.28	-	-	981,978.43	
132 DARE	1,275.02	-	-	-	1,275.02	
136 Trees Forever	8,635.15	200.00	-	-	8,835.15	
146 Oelwein Housing Revolving Loan Fund	103,306.81	519.71	-	-	103,826.52	
160 Econ Dev (\$12,500 Wellness Res)	653,005.40	1,937.76	11,807.31	-	643,135.85	
161 IRP Revolving Loan	274,240.92	18,441.41	1,219.39	-	291,462.94	292,682.33
162 Downtown Business Grants	160,489.06	432.35	-	-	160,921.41	
167 Oelwein Volunteer Fire Dept	21,664.62	-	-	916.67	22,581.29	
177 Forfeit Assets	3,000.36	-	-	-	3,000.36	
200 Debt Service	602,667.18	4,069.91	-	19,937.00	626,674.09	
201 Water Bondsinking	258,980.56	676.71	-	29,090.00	288,747.27	
202 Sewer Bondsinking	493,023.52	1,286.66	-	57,590.00	551,900.18	
205 Special Assessments	46,709.86	125.04	-	-	46,834.90	
214 2016A GO UR ED Bond Ind Pk Land	-	-	-	-	-	
282 CDBG Housing Rehab	-	-	-	-	-	
286 2016B GO Bond (Rise City Port)	-	-	-	-	-	
287 2020 GO Bond	8,302.67	-	-	-	8,302.67	
288 2016D Water Revenue Bond	-	-	-	-	-	
301 HMGP 4483 GRANT	30,500.00	-	-	-	30,500.00	
302 Oelwein Housing Teardown	(93,123.05)	-	-	-	(93,123.05)	
305 Airport Grant	(46,865.01)	-	-	-	(46,865.01)	
307 Tri Park Trail Extensions	862,384.21	2,324.33	-	-	864,708.54	
310 Plaza Park Expansion (OCAD Project)	(299,043.91)	-	-	-	(299,043.91)	
314 Dry Run Creek Flooding	(56,280.84)	-	-	-	(56,280.84)	
360 Cares Act NE Sewer Replacement	(46,635.78)	31,337.72	19,867.82	-	(35,165.88)	
385 Water Main Rpl 1 Av NE 5 & 12 Av SE	(5,779.11)	-	-	-	(5,779.11)	
386 42 Well Rehab	-	-	-	-	-	
387 '23 HMA Paving Imp 1st 12th SF Evnt	385,667.79	1,039.56	-	-	386,707.35	
393 2022 Go Bond Construction City Hall	348,679.83	939.32	29,818.50	-	319,800.65	
397 Railroad Grant-Viaduct	18,771.71	55.71	-	-	18,827.42	
501 Cemetery Perp Care	295,933.05	(2.95)	-	-	295,930.10	2,930.10
600 Water (2016D Reserve \$67,000)	949,710.04	128,398.85	67,700.18	(29,090.00)	981,318.71	
601 Water Infrastructure Fee	11,425.48	(8.69)	-	-	11,416.79	
620 Customer Water Deposits	140,242.33	1,200.00	2,450.00	-	138,992.33	
640 Fuel	(1,820.15)	3,871.24	276.80	-	1,774.29	
670 Landfill	215,370.30	51,739.06	30,648.77	-	236,460.59	
671 Recycling	65,963.86	6,461.10	72.94	-	72,352.02	
672 ROW Trees Utility Fee	16,072.73	8,322.88	-	-	24,395.61	
680 Wellness Center	27,258.44	14,794.80	2,808.77	-	39,244.47	
700 Sewer/Waste Treatment	1,376,589.47	160,877.01	69,436.70	(57,590.00)	1,410,439.78	
701 Sewer Infrastructure Fee	24.67	(2.83)	-	-	21.84	
706 Reed Bed Exp - EQ Liner	(16,799.61)	-	125,394.53	-	(142,194.14)	
	11,573,701.58	893,688.06	708,482.36		11,758,907.28	

Fidelity 999-1003 and Community 999-1004 Money Market Accounts 3,910,562.14
 CD'S Fidelity 999-1113, Community 999-1114 Cemetery 501-1001 6,593,000.00
 Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002 296,585.91
 Unapplied Accounts Receivable (1,760.00)
 Balance Checking Account 999-1000 960,519.23
 Payroll Liabilities -

11,758,907.28 11,758,907.28

Signature:



Date:

3/4/24

revenue	expense	transfer in	transfer out	
001-___-4	001-___-6	001-___-49	001-___-69	0.00
051-___-4	051-___-6	051-___-49	051-___-69	(0.00)
110-___-4	110-___-6	110-___-49	110-___-69	-
112-___-4	112-___-6	112-___-49	112-___-69	0.00
113-___-4	113-___-6	113-___-49	113-___-69	-
119-___-4	119-___-6	119-___-49	119-___-69	(0.00)
120-___-4	120-___-6	120-___-49	120-___-69	-
121-___-4	121-___-6	121-___-49	121-___-69	-
122-___-4	122-___-6	122-___-49	122-___-69	-
123-___-4	123-___-6	123-___-49	123-___-69	-
124-___-4	124-___-6	124-___-49	124-___-69	-
126-___-4	126-___-6	126-___-49	126-___-69	(0.00)
127-___-4	127-___-6	127-___-49	127-___-69	-
128-___-4	128-___-6	128-___-49	128-___-69	(0.00)
132-___-4	132-___-6	132-___-49	132-___-69	-
136-___-4	136-___-6	136-___-49	136-___-69	-
146-___-4	146-___-6	146-___-49	146-___-69	-
160-___-4	160-___-6	160-___-49	160-___-69	(0.00)
161-___-4	161-___-6	161-___-49	161-___-69	-
162-___-4	162-___-6	162-___-49	162-___-69	-
167-___-4	167-___-6	167-___-49	167-___-69	(916.67)
177-___-4	177-___-6	177-___-49	177-___-69	-
200-___-4	200-___-6	200-___-49	200-___-69	(19,937.00)
201-___-4	201-___-6	201-___-49	201-___-69	(29,090.00)
202-___-4	202-___-6	202-___-49	202-___-69	(57,590.00)
205-___-4	205-___-6	205-___-49	205-___-69	(0.00)
214-___-4	214-___-6	214-___-49	214-___-69	-
282-___-4	282-___-6	282-___-49	282-___-69	-
286-___-4	286-___-6	286-___-49	286-___-69	-
287-___-4	287-___-6	287-___-49	287-___-69	-
288-___-4	288-___-6	288-___-49	288-___-69	-
301-___-4	301-___-6	301-___-49	301-___-69	-
302-___-4	302-___-6	302-___-49	302-___-69	-
305-___-4	305-___-6	305-___-49	305-___-69	-
307-___-4	307-___-6	307-___-49	307-___-69	-
310-___-4	310-___-6	310-___-49	310-___-69	-
314-___-4	314-___-6	314-___-49	314-___-69	-
360-___-4	360-___-6	360-___-49	360-___-69	-
385-___-4	385-___-6	385-___-49	385-___-69	-
386-___-4	386-___-6	386-___-49	386-___-69	-
387-___-4	387-___-6	387-___-49	387-___-69	-
393-___-4	393-___-6	393-___-49	393-___-69	-
397-___-4	397-___-6	397-___-49	397-___-69	(0.00)
501-___-4	501-___-6	501-___-49	501-___-69	(0.00)
600-___-4	600-___-6	600-___-49	600-___-69	-
601-___-4	601-___-6	601-___-49	601-___-69	(0.00)
620-___-4	620-___-6	620-___-49	620-___-69	-
640-___-4	640-___-6	640-___-49	640-___-69	-
670-___-4	670-___-6	670-___-49	670-___-69	(0.00)
671-___-4	671-___-6	671-___-49	671-___-69	0.00
672-___-4	672-___-6	672-___-49	672-___-69	-
680-___-4	680-___-6	680-___-49	680-___-69	(0.00)
700-___-4	700-___-6	700-___-49	700-___-69	-
701-___-4	701-___-6	701-___-49	701-___-69	-
706-___-4	706-___-6	706-___-49	706-___-69	-

(107,533.67)

001-1301	960,519.23	9991000	Checking	Revenue check - should equal transfers
	0.00	9991111	Utility	
	0.00	9991112	Accounts Receivable	
	0.00	0012120	payroll liabilities	
	0.00	___-2020	accounts payable	
	960,519.23	-	Ckg Bal to match	
			Col I Line 62	

Item A.



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From: Dylan Mulfinger
Subject: Administration City Council Agenda Memo
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FEBRUARY 2024 PARK MONTHLY REPORT

This past month with the warm weather we have been working on various projects outdoors. Nate and Joshua pulled two overgrown bushes out for the library this week. Nate took the broom and went around on the trails sweeping them as the warm weather has brought more trail users out. On Monday Nate and a few cemetery employees had a full burial at Woodlawn to attend to. Nate and Joshua have also been working on the main area of the shop this week. The floor area was painted years ago when the building was a wastewater plant and has been peeling up. Nate and Joshua have power sprayed it several times and sanded it down for a new epoxy covering. Joshua submitted the ad to the paper for the park and rec seasonal positions opening for the coming season. Joshua has been working on an AARP grant for future trail funding as well as a proposal for TAP funding. Joshua met with the tree board on Monday evening at the park shop. Joshua gave the members a compiled list of all the trees they have planted over the past five years with locations and species listed. Joshua has started diving into the pool paperwork, updating it for the 24' season.

This past month we picked up supplies for the tree board to build a gravel bed near the shop this spring. The gravel bed is just like it sounds, like a raised garden for trees. We are looking for long term in our tree planting abilities to stretch our money as far as we can. With the gravel bed we can buy a bunch of bare root trees in the spring at a fraction of the price and plant more trees. Nate has been working on the shop floor prep as we finished removal of the old paint and etched and washed off the floor the final time as he will prime the floor this afternoon. Nate went around the cemetery this week and picked up some pealed-up sod and loose decorations. One of the trails crossing signs disappeared on the east trail so I ordered a couple more and Nate installed the missing sign this week. Jessica and Joshua, with the city hall front area employees, attended another zoom meeting with the civicrec program today. We are now able to start working on customizing the website so it will suit each of our programs, so it is a very exciting time. Joshua created and sent out the park and rec agenda for Monday evening. Joshua sent the information off to WBC to get the boiler project moving so it can be installed before the season starts in 99 days.

This past month the tree board was awarded a grant through Trees Forever once again for purchasing more trees. The tree board has been very successful with this grant and this year the tree board was awarded the full \$5,000 for planting trees in the street boulevards this fall. On Monday, I hosted the park and rec meeting Monday evening at city hall where Jessica and I gave updates. I have been working on Civicrec this week inputting information for our areas. This week I have been working on an AARP grant for trail funding and a very large grant proposal for TAP funding also for trail funding. The cemetery employees are busy preparing two full graves, as we have funerals scheduled for this Friday and Saturday. The sump pump was put in at the pool to keep the rainwater in the diving well to minimize power spraying in the spring. The diving well is designed to hold water through the winter so that it does not heave up when frost comes out in the spring. We spent time this morning at Depot Park cleaning up broken glass that was found in the play area. This week Nate and I are finishing up the floor project at the shop with the new epoxy covering. This project was more time-consuming than originally expected but was well worth the extra time we put into preparing the floor.

This past month I have been busy wrapping up some very large grants. I completed the AARP grant for a set of LED blinking signs for the pedestrian crossing on North Frederick Ave. and 5th Street. I am submitting the Iowa DOT trail grant through upper explorer land for trail segment 4. I have been working with Kim getting things lined up for the aquatic center and updating paperwork. I called both Manske's and Cannons Greenhouse to notify them to order trees since the tree board was awarded the Trees Forever grant for planting trees again this October. There are two cremation burials that were prepared for this Saturday in Woodlawn. I met with the Carrico representative as he explained that chlorine costs have increased \$20 per 50# bucket from this last season so we are getting quotes from vendors.

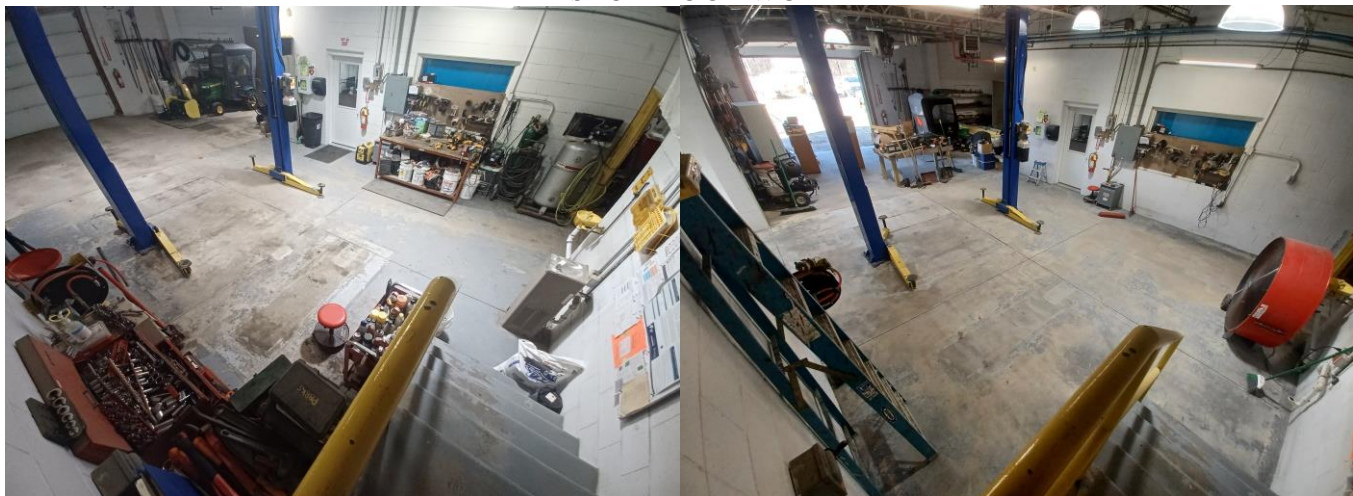
EVERGREEN REMOVAL



TRAIL SWEEPING



SHOP FLOOR WORK



PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



SUPPLIES FOR GRAVEL BED



SHOP FLOOR PREP



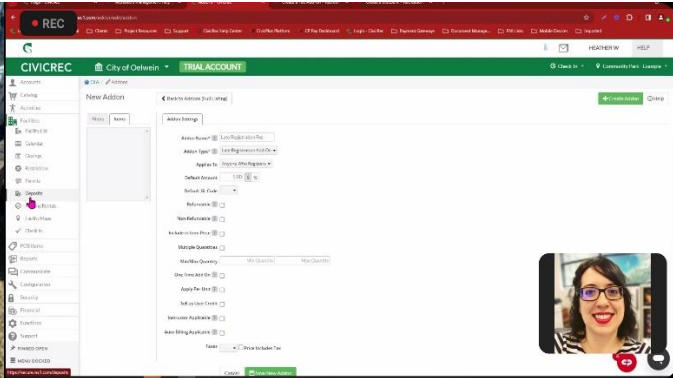
SIGNAGE



CEMETERY



CIVICREC



GRANT AWARDED



(319) 373-0650 • (800) 369-1269
www.treesforever.org
80 W 8th Avenue • Marion, IA 52302

Joshua Johnson
Park and Recreation Superintendent, City of Oelwein
20 2nd Ave SW
Oelwein, IA 50662

February 21, 2023

Dear Joshua,

Congratulations! You've been selected for an Alliant Energy Community Tree program and One Million Trees Initiative grant! Alliant Energy is pleased to award Oelwein with a grant of \$5,000. Your project is one of 41 Alliant Energy Community Tree projects statewide. We're so excited to partner with you!

BURIALS



POOL



CLEANUP







GRANT PROPOSAL

Item ii.

AARP®



TAP GRANT PROPOSAL

IOWA DOT

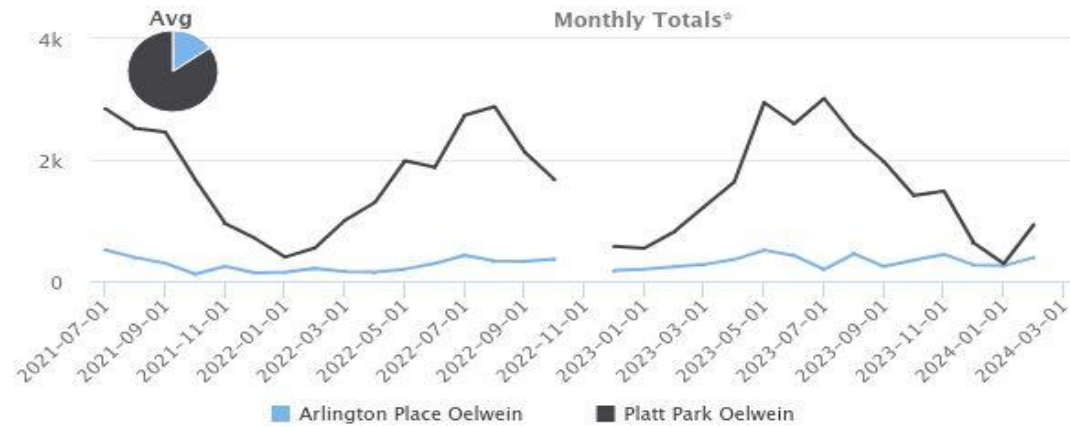
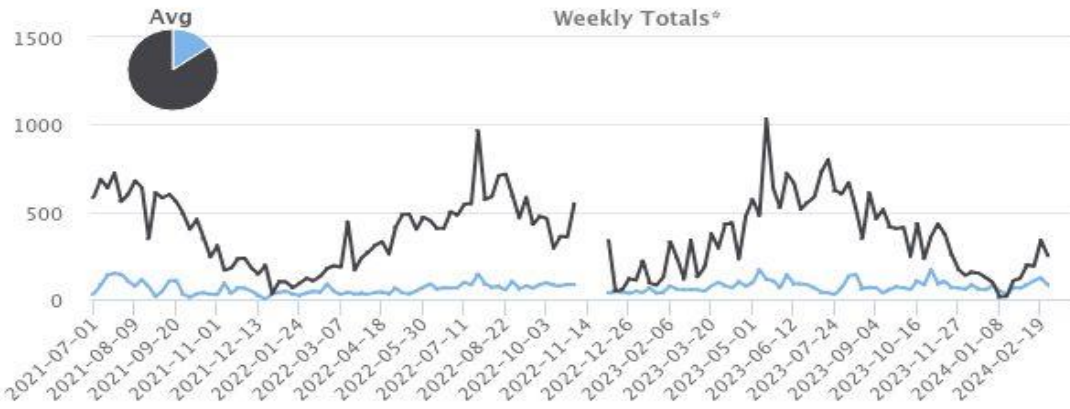
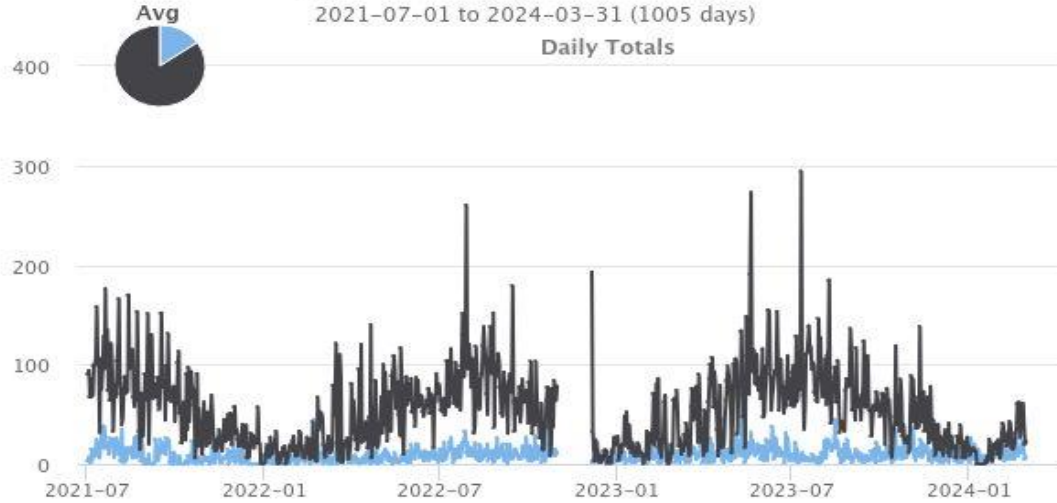
SMARTER | SIMPLER | CUSTOMER DRIVEN

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



Daily/Weekly/Monthly totals

2021-07-01 to 2024-03-31 (1005 days)



Master Summary

Download as [Excel](#) [CSV](#)

Year	Site	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	ADT†	ADT†x365	Days with data
2021	Arlington Place Oelwein							512*	388	294	115	242	134	9,115	3,327	183
	Platt Park Oelwein							2,845*	2,523	2,458	1,675	950	704	60,454	22,066	183
2022	Arlington Place Oelwein	146	207	158	148	199	290	426	332	327	362		173*	8,303	3,031	330
	Platt Park Oelwein	394	548	1,002	1,297	1,984	1,877	2,736	2,877	2,127	1,672		572*	51,497	18,796	330
2023	Arlington Place Oelwein	193	235	274	356	510	421	190	451	241	347	441	266	10,753	3,925	365
	Platt Park Oelwein	543	816	1,229	1,635	2,948	2,592	3,013	2,399	1,969	1,411	1,485	628	56,625	20,668	365
2024	Arlington Place Oelwein	254	389											10,717	3,922	60
	Platt Park Oelwein	287	930											20,283	7,424	60

ADT† = Average Daily Traffic

* = based upon that month's ADT [Learn more](#) Indicates months with less than 6 days of data.

DAILY ACTIVITIES

- CLEAN/ORGANIZE SHOP AREAS
- PICK UP DOWNTOWN AREAS
- MAINTAINING PARK, CEMETERIES
- MAINTENANCE ON EQUIPMENT
- SAFETY MEETINGS
- MEET WITH CONTRACTORS
- RETRIEVE & UPLOAD TRAIL COUNT DATA
- WOODLAWN BURIALS
- SNOW REMOVAL
- GRANT WORK

PROGRESS ON PROJECTS

- WEBSITE UPDATING
- TRAIL EASEMENTS/GRANTS
- WORK ON PARK AND REC MASTER PLAN
- TRAIL MAINTENANCE
- LIBRARY BUSHES REMOVED
- SUBMITTED AARP GRANT PROPOSAL
- NEW SHELVING AT SHOP
- BUDGETS FINISHED AND PRESENTED TO COUNCIL
- RECEIVED TREES FOREVER GRANT- \$5,000
- SHOP FLOOR REFINISHED
- CIVICREC WORK
- GRAVEL BED SUPPLIES PURCHASED
- STARTED PUMPING DOWN DIVING WELL
- SUBMITTED TAP FUNDING APPLICATION

NEXT MONTH AND FUTURE PROJECTS

- REMOVE OLD WELL HOUSES CITY PARK
- REPURPOSE OLD WINGS BRIDGE
- LAUNCH CIVICREC
- GRANT WRITING
- TRAIL SEGMENT 2
- TRAIL SEGMENTS 4/5 ALIGNMENT
- GRINDING STUMPS
- DIRT WORK COMPLEX
- PAINT ACCENT BRICK – POOL
- REMOVE PRIMITIVE AT REDGATE
- PLAYGROUND SLIDES – CITY PARK
- POOL PREPARATIONS
- POOL BOILER REPLACEMENT
- SPRING PREPARATIONS
- HIRE EMPLOYEES BACK
- CAMPGROUND PREPARATIONS
- UNITED WAY – DAY OF CARING
- DIAMOND PREPARATIONS
- CEMETERY SPRING CLEANING
- UTILITIES TO PLANT TREES IN CHRYSLER
- BOARD AND COMMITTEE MEETINGS
- FIX WATER LINE AT CEMETERY
- SWEEPING TRAILS/STREETS
- MULCHING DOWNTOWN
- POOL HIRING
- INSTALL MEMORIAL BENCH AT PLATT
- FLAGPOLE

JOSHUA JOHNSON MA
OELWEIN PARK SUPERINTENDENT



The Library Noise



Oelwein Public Library
Volume 15
Issue 3
March 2024

Contact Us:

201 East Charles
Oelwein, IA 50662

319-283-1515

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



Library Hours:

Monday-Tuesday:
9:00 am-8:00 pm

Wednesday-Thursday:
9:00 am-7:00 pm

Friday:
9:00 am-5:30 pm

Saturday:
9:00 am-3:00 pm



March Calendar

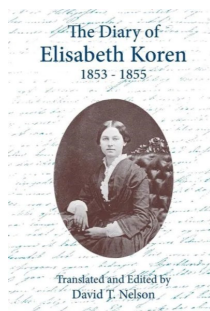
3/4	OSCD Read Aloud	5:30
3/11	Friends	1:30
3/19	ISU Ext. Cooking for 1 or 2	1:00
3/19	Library Board Meeting	5:15
3/25	Book Talk	10:00

March Book Theme: Iowa Author

Oelwein Reads

Oelwein Reads book club will meet at **Ampersand Brew Co. on Thursday, March 28th at 6:00 p.m.**

The next selection will be *The Diary of Elisabeth Koren 1853-1855* edited by David T. Nelson. It is the diary of a young woman from Norway whose husband answers the call to be the first frontier minister west of the Mississippi near Decorah, Iowa. Stop in the library if you would like to place an order to borrow a copy through Interlibrary Loan.



Around the World: Flight To End Polio Monday, April 22nd at 5:00 p.m.

In collaboration with the Oelwein Rotary Club, the library will host cousins Peter Teahen and John Ockenfels, who piloted a single piston-engine airplane around the world to raise awareness and money for Rotary's End Polio Now program. The flight took 90-days, made 37 landings in 19 countries, and involved 24 fundraisers. Only 702 pilots in history have ever achieved this feat, and less than 270 are alive today!

Both Peter and John are longtime Rotarians and members of the International Fellowship of Flying Rotarians.

Peter and John will share their powerful story of: "Around the World: Flight To End Polio". Scan the code for more information.



Photo courtesy of Cedar Rapids Gazette



The Oelwein High School Hearts Group will be hosting a Diversity Event at the library on March 19th from 5:00 to 7:30 p.m. in the meeting room.

Donor's Corner

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

In memory of **Seth Garceau**

Jens & Joanne Nielsen

In memory of **Cooper Ingels**

Bill & Diane Brownell

In memory of **Mari Jane Fitzpatrick**

Ken & Sandy Magsamen



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

The Iowa State University Extension and Outreach will continue their **Stay Independent: A Healthy Aging Series** for adults over 60 years of age. Please register with the library for each class. Attend one or all! Each hour long class begins at 1:00 p.m.

March 19th: Cooking for One or Two

April 2nd: Power Up With Protein

April 23rd: Feast on Fruits & Vegetables

May 7th: Exercise Your Independence

May 21st: Three Meals a Day

Sponsored by Fayette County Extension and Outreach

KID ZONE



Item ii.

March 2024

Pages & Play Club

Join Miss Katie every Wednesday at 10:00 a.m.



- 3/6 Caterpillars
- 3/13 Colors
- 3/20 Spring is Here!
- 3/27 Pigs

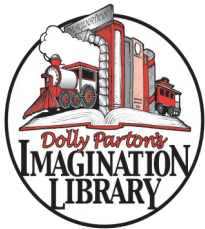
Theme Thursdays 4:00 p.m.



- 3/7 Water!
- 3/14 LEGOs
- 3/21 Claude Monet
- 3/28 The Science of Color

Would you like more information on how to sign up?

Stop in the library or visit our website at www.oelwein.lib.ia.us



Take & Make Kits

The month of March is not for Shamrock Shakes only. Decorate with a DIY Shamrock Wreath



Did you know...

The library is expanding our American Girl Doll collection. Opal, an American Girl Baby Doll was generously donated to the library by a patron. Opal, along with her handmade clothes and accessories is available for checkout.

New Fiction

- After Annie-Anna Quindlen
- Come and Get It-Kiley Reid
- Martyr!-Kaveh Akbar
- The Couple in 5B-Lisa Unger
- Three-Inch Teeth-C. J. Box
- End of Story-A. J. Finn
- The Guest-B. A. Paris
- A Fire So Wild-Sarah Ruiz-Grossman
- Gothikana-RuNyx
- Letters of Wisdom-Wanda E. Brunstetter
- Every Single Secret-Christina Dodd

March is Disability Awareness Month. Take a look at our book display. Check one out & learn something new

New Non-Fiction

- Cold Crematorium-Joxsef Debreczeni
- Dear Mom and Dad-Patti Davis
- Find Me the Votes-Michael Isikoff
- The Grift-Clay Cane
- Languishing-Corey L. M. Keyes
- Madness-Antonia Hylton
- A Murder in Hollywood-Casey Sherman
- One in a Millennial-Kate Kennedy
- The Screentime Solution-Emily Cherkin
- The Bishop and the Butterfly-Michael Wolraich

New Young Adult

- ASAP-Axie Oh
- The No-Girlfriend Rule-Christen Randall
- This is How You Fall in Love-Anika Hussain

Ladybug

- Otter: Best Cake Ever-Sam Garton
- Nat the Cat Takes a Bath-Jarrett Lerner
- Bear Learns to Share-Hilary Leung
- Party Pigs!-Eric Seltzer
- Forest Friends Sleep-Amber hendricks

New J

- The First State of Being-Erin Entrada Kelly

New DVD's

- The Hunger Games: The Ballad Of Songbirds & Snakes,
- Hypnotic, The Marvels, The Waitress,
- The Canterville Ghost
- The Exorcist: Believer
- Star Trek: Strange New Worlds Season 2

Children under the age of seven (7) must be accompanied by a responsible person at least fourteen (14) years old. It is the responsibility of parents/guardians/caregivers to supervise and monitor the behavior and safety of their children or persons in need of a caregiver at all times. The library responsible for children or persons in need of a caregiver left in the building.

City of Oelwein, IA

CLIENT LIAISON:

Jim Holz, AICP
Phone: 563.584.2884
Cell: 563.590.6351
jholz@msa-ps.com

DATE:

March 4, 2024



FLOOD MITIGATION SCOPING – PROJECT #08884010

Ongoing steps include updating the modeling with the selected proposed options (based on discussions with the City), updating the BCA toolkit to include the proposed alternatives, and begin a comprehensive report for the City detailing the study methods and results. Additionally, MSA is meeting with USACE to discuss the definition of “riparian” to ensure the City is able to get the best benefit-cost.

MISC.

Downtown Revitalization Grant application

[Downtown Revitalization Fund | Iowa Economic Development Authority \(iowaeda.com\)](https://iowaeda.com)

MSA staff met with Dylan to discuss a potential application in November 2024. Next steps include identifying property owners interested in participating.

Community Change Grant

[Inflation Reduction Act Community Change Grants Program | US EPA](https://www.epa.gov/commchange)

MSA staff are discussing with Dylan potential projects to submit an application to the above grant.