



Agenda

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

January 08, 2024
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Lynda Payne

Council Members: Karen Seeders, Anthony Ricchio, Matt Weber, Dave Garrigus, Dave Lenz

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

Consent Agenda

1. Consideration of a motion approving the December 18, 2023 minutes.

Public Hearing

2. Public Hearing for the status of funded activities for the City of Oelwein NE Sewer Improvements Project at 6:00 pm on January 8th, 2024 in the Oelwein Council Chambers.

Ordinances

3. Consideration of an ordinance amending Chapter 25: Section 25-34; Appendix A – Zoning Ordinance; Sections 104, 202.2, 203.2, 204.2, 205.2, 202.3, and 203.3; Housing Maintenance and Occupancy Code. - First Reading.

Resolutions

4. Consideration of a resolution approving a contract with RSPN for managed information technology services.
5. Consideration of a resolution approves a contract with Horan Cleaning for cleaning services.

Council Updates

Mayor's Report

- A. Appointments to Boards and Commissions.

City Administrator's Report

- A. City Administrator.

Adjournment

ii. Additional Information.

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



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
December 18, 2023 - 6:00 PM

Pledge of Allegiance

Call to Order

Mayor Pro Tem Payne called the meeting to order at 6:00 PM.

Roll Call

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

Also Present: City Administrator Mulfinger, City Clerk Rigdon

Absent: Mayor DeVore

Additions or Deletions

A motion was made by Weber, seconded by Lenz to adopt the agenda as amended.

All aye. Motion carried.

Consent Agenda

1. Consideration of a motion approving the December 11, 2023 minutes.
2. Claims resolution in the amount of \$663,319.95.

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

All aye. Motion carried.

Public Hearing

3. Public Hearing on December 18, 2023 at 6:00PM in the City Council Chambers regarding the proposed vacation and transfer of city alleyway right of way.

Mayor Pro Tem Payne opened the public hearing.

No oral or written comments were received.

Mayor Pro Tem Payne closed the public hearing.

Resolutions

4. Consideration of a resolution approving Pay Application No. 2 in the amount of \$90,980.30 for Event Center Parking Lot Improvements project to Bacon Concrete.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5499-2023.

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

Nays: NA

Motion carried.

5. Consideration of a resolution approving Final Pay Application No. 3 in the amount of \$11,189.96 for Event Center Parking Lot Improvements project to Bacon Concrete.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5500-2023.

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

Nays: NA

Motion carried.

- 6. Consideration of a resolution accepting the completion of Event Center Parking Lot Improvements project with Bacon Concrete.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5501-2023.

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

Nays: NA

Motion carried.

- 7. Consideration of a resolution approving a contract with CivicPlus for the CivicRec services.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5502-2023.

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

Nays: NA

Motion carried.

- 8. Consideration of a resolution approving a memorandum of understanding between Fayette County 911 Service Board and the City of Oelwein.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5503-2023.

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

Nays: NA

Motion carried.

- 9. Consideration of a resolution opposing Alliant Energy's proposed electric rate increase.

A motion was made by Seeders, seconded by Weber to adopt Resolution No. 5504-2023.

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

Nays: NA

Motion carried.

- 10. Consideration of a resolution approving the vacation and transfer of city alleyway right of way.

A motion was made by Weber, seconded by Lenz to adopt Resolution No. 5505-2023.

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

Nays: NA

Motion carried.

- 11. Consideration of a resolution setting a public hearing for the status of funded activities for the City of Oelwein NE Sewer Improvements project on January 8, 2024 at 6PM in the Oelwein City Council Chambers.

A motion was made by Seeders, seconded by Weber to adopt Resolution No. 5506-2023.

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

Nays: NA

Motion carried.

Motions

- 12. Consideration of a motion to approve pursuing a contract with RSPN for Information Technology Managed Services.

Three Bids were received:

Access Systems	\$4,175/month
Creative Planning	\$5,375/month
RSPN	\$4,475/month

A motion was made by Seeders, seconded by Weber to approve pursuing a contract with RSPN for Information Technology Managed Services. All aye. Motion carried.

Committee Reports

- 13. Report from Payne on the Library Board Minutes.

For full minutes, please visit: <https://www.oelwein.lib.ia.us/about/library-board-minutes-1>

Council Updates

Seeders suggested to create a sledding hill on the south side of City Park.

City Administrator’s Report

City Administrator Mulfinger stated the Highway 150 study is located on the city website. Mulfinger thanked Stewart for his time on council.

Adjournment

A motion was made by Stewart, seconded by Weber to adjourn the meeting at 6:28 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 December 18, 2023 and copy of said proceedings was furnished to the Register December 19, 2023

Dylan Mulfinger, City Administrator

NOTICE OF PUBLIC HEARING ON THE STATUS OF FUNDED ACTIVITIES FOR THE CITY
OF OELWEIN SEWER IMPROVEMENT PROJECT

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the Oelwein City Council will hold a public hearing on Monday, January 8, 2024, at 6:00 PM at the City of Oelwein city council chambers located at 20 2nd Avenue SW, Oelwein, IA. The purpose of the hearing will be to discuss the status of funding for the City of Oelwein sewer improvement project. The project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority, along with funding from the City of Oelwein.

If you have questions concerning the project or if you require special accommodation to attend the hearing such as handicapped accessibility or translation services, you may contact Dylan Mulfinger, Oelwein City Administrator at 319-283-5440. Written comments may also be submitted to the Oelwein City Council, 20 2nd Avenue SW, Oelwein, IA 50662. Persons interested in the status of funding, or the progress of the project are welcome to attend this meeting.

CITIZEN PARTICIPATION REQUIREMENTS

To comply with the participation requirements of Section 508 of the Housing and Community Development Act of 1987, local government applicants and recipients must do the following:

1) Conduct at least one public hearing on the status of funded activities. The hearing on the status of funded activities must include a review of:

a general description of accomplishments to date:

The total project is approximately 85% complete. Installation of sanitary manholes, sewer pipe, and sewer lining is complete. All site A work has been completed except for 24 square feet of sidewalk, 20 linear feet of curb and gutter, and permanent seeding.

(b) a summary of expenditures to date:

The latest pay estimate is current through December 19, 2023, and indicates that Community Development Block Grant (CDBG) reimbursable expenditures to date are at \$985,088.82 in terms of total project completed. This includes the expenditures of contractor work of \$970,960.69 and administrative expenditures of \$14,128.13. The total CDBG expenditures requested-to-date is at 53%. Of the total spent, grant funds received include \$320,272 and local match expenditures include \$664,817. There are still \$279,728 in grant funds available to draw down, which includes \$267,856 in construction needs and administration of \$11,872.

(c) a general description of remaining work:

The remaining work consists of the following; at site A, curb and gutter installation, sidewalk/ADA ramp installation and permanent seeding. At site B, remaining work includes plain cement concrete (PCC) paving on 2nd Street NE, PCC driveway at 200 1st Avenue NE, sidewalk/ADA ramp installation and permanent seeding.

(d) a general description of changes made to the project budget, performance targets, activity schedules, project scope, location, objectives or beneficiaries:

Since the CDBG end date is set for September 30, 2025, the project is currently at 85% completed, and there is no extension of the timeline of these funds, the city anticipates finalizing this project as intended. The city does not anticipate any changes in project scope, location, objections, or beneficiaries and expects all funds to be depleted by or before the CDBG deadline of September 30, 2025.

For more information on this project, feel free to contact Diana Johnson, Upper Explorerland Regional Planning Commission, 563-419-6104.

Ordinance 1210

AN ORDINANCE AMENDING CHAPTER 25 - HOUSING MAINTENANCE AND OCCUPANCY
CODE

Section 25-34; Appendix A – Zoning Ordinance
Sections 104, 202.2, 203.2, 204.2, 205.2, 202.3, and 203.3

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

Section 1. That Chapter 25 of the City Code of the City of Oelwein, Iowa, be amended by adding the following language:

CHAPTER 25 - HOUSING MAINTENANCE AND OCCUPANCY CODE - SECTION 25-34
EXTERIOR STRUCTURE

X. Utility Tarps. A utility tarp, plastic membrane, or similar material, may be used as a temporary roof covering for no more than 90 consecutive days and/or 90 total days in any three-hundred sixty-five (365) day period on any Structure. Use of a utility tarp, plastic membrane, or similar material, to cover all or any portion of a porch, carport, doorway, garage, or window, or to cover anything stored outside in the front yard of a Structure, whether temporarily or permanently, is prohibited.

Section 2. That APPENDIX A – ZONING – SECTION 104 – DEFINITIONS, be amended by adding the following definitions:

Shipping containers - include standardized reusable vessels that were:

1. Originally designed for or used in the parking, shipping, movement or transportation of freight, articles, goods or commodities; and/or
2. Originally designed for or capable of being mounted or moved by rail, truck or ship by means of being mounted on a chassis or similar transport device. This definition includes the terms "transport containers" and "portable site storage containers" having a similar appearance to and similar characteristics of shipping containers.

Intermodal Shipping Container - A six-sided steel unit originally constructed as a general cargo container used for the transport of goods and materials. (See IBC 2021 Edition)

Section 3. That APPENDIX A – ZONING – SECTION 202.2 AND 203.2 AND 204.2 AND 205.2, be amended by adding the following provisions:

202.2. Permitted accessory uses and structures.

10. Shipping containers and other similar storage units do not qualify as accessory buildings on residentially zoned properties and are prohibited.

203.2. *Permitted accessory uses and structures.*

8. Shipping containers and other similar storage units do not qualify as accessory buildings on residentially zoned properties and are prohibited.

204.2. *Permitted accessory uses and structures.*

9. Shipping containers and other similar storage units do not qualify as accessory buildings on residentially zoned properties and are prohibited.

205.2. *Permitted accessory uses and structures.*

8. Shipping containers and other similar storage units do not qualify as accessory buildings on residentially zoned properties and are prohibited.

Section 4. That APPENDIX A – ZONING – SECTION 202.3 AND 203.3 be amended by adding the following provisions:

202.3. *Special Exception Uses and Structures*

8. Setback relaxations

- a. Setback relaxation shall be based on the average setback of one or more existing principal use buildings on the same side of the road, setback shall be within 10 feet of that average setback distance.
- b. Setback relaxation shall not exceed 10 feet.
- c. Setback relaxation shall not allow detached accessory structures in front yard.
- d. Setback relaxations for side yards shall not be permitted.

203.3. *Special Exception Uses and Structures*

8. Setback relaxations

- a. Setback relaxation shall be based on the average setback of one or more existing principal use buildings on the same side of the road, setback shall be within 10 feet of that average setback distance.
- b. Setback relaxation shall not exceed 10 feet.
- c. Setback relaxation shall not allow detached accessory structures in front yard.
- d. Setback relaxations for side yards shall not be permitted.

Section 5. 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 6. Effective Date. Effective February 12, 2023, 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 12th day of February 2023.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded February 13, 2023.

First Reading on January 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

Weber
Garrigus
Lenz
Ricchio
Seeders
Payne

Second Reading on January 22, 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

Third Reading on February 12, 2023 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

RESOLUTION NO. _____-2024

RESOLUTION APPROVING A CONTRACT WITH RSPN FOR MANAGED INFORMATION TECHNOLOGY SERVICES

WHEREAS, the city of Oelwein is working toward a managed services contract to ensure that all information technology needs are met; and

WHEREAS, RSPN out of Denver, Iowa was selected after a thorough RFP process; and

WHEREAS, the city shall pay a one-time fee of \$5,975 for migration services, and pay \$4,475 each month; and

WHEREAS, this agreement is for three years with the ability to extend the agreement to four and five years; and

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

Passed and approved this 8th day of January, 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 January 9, 2024.

STATEMENT OF WORK #1624 – Fully Managed IT Services

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

SCOPE OF SERVICES

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

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

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

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

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

Managed Services – Fully Managed Plan

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

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

Locations Covered by Services

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

Managed Equipment / Hardware / Software

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

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

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

Term; Termination

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

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

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

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

Exclusions

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

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

Authorized Contact(s)

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

● Name: _____

Contact Information: _____

● Name: _____

Contact Information: _____

Service Levels

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

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

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

Fees

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

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

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

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

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

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


Return of Firewall and BDR Equipment

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

Additional Terms

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

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

RSPN, LLC	Client: City of Oelwein, Iowa
Date: 1/3/2024	Date:
Signature: 	Signature:
Print Name / Position: Dave W. Hansen - Director of Sales	Print Name/Position:

SCHEDULE A

Additional Provisions

Remediation

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

Monitoring Services; Alert Services

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

Modification of System

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

Anti-Virus; Anti-Malware

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

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

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

M365 / Email

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

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

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

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

Patch Management

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

Procurement

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

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

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

Strategic Technology Planning

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

Virtual CTO or CIO Services

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

Diagnostic / Auditing Services

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

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

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

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

Sample Policies, Procedures.

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

HaaS

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

Domain Name Services

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

Unsupported Configuration Elements or Services

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

Hosting Services

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

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

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

RSPN, LLC

MASTER SERVICES AGREEMENT

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

- 1) **SCOPE OF SERVICES; SOW.** This is a master agreement that governs all services that we perform, as well as any licenses or products that we sell or re-sell to you (collectively, the “Services”). The Services will be described in one or more orders, proposals or statements of work that we provide to you (each, a “SOW”). Once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will become a part of, and governed under, the terms of this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.

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

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

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

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

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

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

RESPONSE; REPORTING.

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

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

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

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

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

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

8) CONFIDENTIALITY.

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

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

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

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

9) ADDITIONAL TERMS; THIRD PARTY SERVICES.

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

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

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

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

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

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

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

12) **MISCELLANEOUS.**

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

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

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

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

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

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

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

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

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

AGREED AND ACCEPTED:

Date: 1/3/2024

Date: _____

RSPN, LLC

Client: _____

By: 

By: _____

Print Name / Position

Print Name / Position

Dave W. Hansen - Director of Sales

Contact Information:

RESOLUTION NO. _____-2024

RESOLUTION APPROVING A CONTRACT WITH HORAN CLEANING FOR CLEANING SERVICES

WHEREAS, the City of Oelwein has had a good working relationship with Horan Cleaning; and

WHEREAS, working with Horan Cleaning improves park-goers experiences;

WHEREAS, work has been satisfactory with Horan Cleaning; and

WHEREAS, the city shall \$1,321.00 in 2024 plus \$10 per service performed at Depot Park; and

WHEREAS, this agreement is for four years; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a contract with Horan Cleaning for cleaning services.

Passed and approved this 8th day of January, 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 January 9, 2024.



Agreement for Cleaning Services

Contract made this 8th day of January, 2024, between City of Oelwein, an Iowa Municipal corporation, here referred to as City and Steve Horan d/b/a, Horan Cleaning, here referred to as Contractor.

- A. City of Oelwein is an Iowa municipal corporation, and desires the following services performed.
- B. Contractor agrees to perform these services for City under the terms and conditions set forward in this contract.

In consideration of the mutual promises set forth in this contract, it is agreed by and between City and Contractor.

**Section One
Description of Work**

The work to be performed by the contractor includes all services, generally performed by Contractor in Contractor’s usual line of business, including, but not limited to, the following:

- Cleaning Oelwein City Park shelters and restrooms.
- Cleaning of City Park from May 15 to September 15 each calendar year.
 - Shelters and restrooms covered under this contract:
 - City Park east side of the lake, Redgate Park, Wings Park, Platts Park, Sports Complex – restrooms only.
 - Clean out the BBQ grills next to the shelters daily
 - Pick up trash from around the shelters and restrooms in the grass and gravel areas approximately 50 feet from the building
 - Light maintenance duties such as replacing burnt out light bulbs
 - Reasonably attempt to unclog toilets when found cleaning the restrooms
 - Reporting and found vandalism
 - Emptying of bike trail garbage cans at Wings Park and Platt Park
 - All shelters under this contract will be power sprayed bi-monthly and as needed.
 - All bathrooms floors and grills will be washed bi-monthly and as needed.

The Contractor will provide all cleaning chemicals and equipment used to maintain a clean and safe work environment unless otherwise requested by the City.

The Contractor will provide proof of insurance to the city annually on July 1.

The City will provide light bulbs, paper products, hand care products.

**Section Two
Payment**

City will pay contractor monthly payable in June for May service, July for June service, August for July service, September for August service, October for September service. Service is for coverage from May 15th to September 15th.



The cost for service for Depot Park is \$10 for each service performed, based on usage.
The monthly cost of the other parks covered by this agreement:

2024	\$1321
2025	\$1348
2026	\$1375
2027	\$1375
2028	\$1375

Contractor will provide appropriate supporting documents as requested by the City to process payments.

**Section Three
Relationship of Parties**

The parties intend that an independent contractor-employer relationship will be created by this contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the contractor. Contractor is not to be considered an agent or employee of City for any purposes, and the employees of contractor are not entitled to any benefit that city provides for City employees. It is understood that City does not agree to use contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for other entities and individually while under contract with City. Contractor to supply all tools, equipment, vehicles, insurance, safety equipment and gear.

**Section Four
Liability**

The work to be performed under this contract will be performed entirely at Contractor’s risk, and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. Contractor will carry, for the duration of this contract, public liability insurance in an amount acceptable to City. Contractor agrees to indemnify owner for any and all liability or loss arising in any way out of the performance of this contract.

**Section Five
Duration**

The parties hereto contemplate this contract to commence on May 15, 2024 and shall terminate on September 15, 2028.

**Section Six
Miscellaneous**

1. City reserves the right to bar entry to any agent of the contractor, if in the sole determination of the city, the agent should not be allowed access to any particular structure of the City.
2. Parties agree the venue for all disputes is Fayette County, Iowa and the choice of law is Iowa law.
3. In the event of litigation, if successful, the city may recover the costs of litigation from the contractor.



Contractor

City of Oelwein

By _____
d/b/a Horan Cleaning

By: _____
Mayor Brett DeVore

By: _____
City Administrator Dylan Mulfinger



Oelwein Committee and Appointment Discussion 2024

Mayor Pro Tem _____

Planning, Finance, Enterprise & Economic Development

Chair _____, _____, _____

Public Safety

Chair _____, _____, _____

Fayette Co. Solid Waste Commission

Mayor DeVore, Alternate Mulfinger

Airport Liaison

Councilperson _____

Library Liaison

Councilperson _____

OCAD Liaison

DeVore, Alternate Mulfinger

Park And Recreation Liaison

Councilperson _____

Northeast Iowa Regional League

DeVore, Mulfinger Alternate

Upper Explorerland Regional Planning Board

DeVore, Mulfinger Alternate



To: Mayor and City Council
From: Dylan Mulfinger
Subject: Administrator Memo
Date: 1/8/2024

Consent Agenda

1. Consideration of a motion approving the December 18, 2023 minutes.

Public Hearing

2. Public Hearing for the status of funded activities for the City of Oelwein NE Sewer Improvements Project at 6:00 pm on January 8th, 2024 in the Oelwein Council Chambers.
 1. This is required as part of the Community Development Block Grant which we received from the federal government. The project is going well and will finish in spring of 2024.

Ordinances

3. Consideration of an ordinance amending Chapter 25: Section 25-34; Appendix A – Zoning Ordinance; Sections 104, 202.2, 203.2, 204.2, 205.2, 202.3, and 203.3; Housing Maintenance and Occupancy Code. - First Reading.
 1. At the November 27 5:30 Work Session, the city council was presented with proposed ordinance changes which would make changes to three areas of code. Shipping Containers would not be allowed in a residential area. Utility tarps could only be used in a temporary manner. Setbacks for houses would be affected by the adjacent properties and could be changed as needed. The City Administrator recommends approving the first reading.

Resolutions

4. Consideration of a resolution approving a contract with RSPN for managed information technology services
 1. After two months of working through proposals. The City Administrator recommends RSPN for IT Managed Services. The city is moving from a break fix model to a proactive model. The funding for this service will come from all departments in the city and be spread over multiple funds. The City Administrator recommends approving the resolution.
5. Consideration of a resolution approves a contract with Horan Cleaning for cleaning services.
 1. The city continues to see success from using Horan Cleaning for parks and other city facilities. The City Administrator recommends approving the resolution.

City of Oelwein, IA

CLIENT LIAISON:

Jim Holz, AICP
Phone: 563.584.2884
Cell: 563.590.6351
jholz@msa-ps.com



DATE:

January 2, 2023

FLOOD MITIGATION SCOPING – PROJECT #08884010

Existing and proposed hydraulic modeling updated to include the Charles St viaduct. Existing and proposed 100-yr flood boundary maps were updated to include the changes and sent to the City. Additionally, the BCA toolkit for existing conditions was updated to remove the few buildings which are no longer impacted by the 500-yr flood event. A property acquisition map was created with the 10-, 50-, 100-, and 500-yr flood boundaries for the updated existing conditions. This was also sent to the City. Next steps include looking more closely at the feasibility of Pond 3b, 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.

MISC.

Destination Iowa Grant applications due Jan. 31, 2024.

[Destination Iowa - State | Revitalization | Iowa Economic Development \(iowaeda.com\)](#)

Downtown Revitalization Grant application

[Downtown Revitalization Fund | Iowa Economic Development Authority \(iowaeda.com\)](#)

MSA staff met with Dylan to discuss a potential application in November 2024. Next steps include identifying property owners interested in participating.



Oelwein Public Library

2023 Annual Report

Library Board of Trustees

Blake Kerns, President

Callie Berryman, Vice President

Brett Ingersoll, Secretary

Anita Mars

Cortney VanDenHul

Submitted by Susan Macken
January 3, 2024



Year in Review

- Staff received training for MiViewpoint that is a software program used for budgeting and paying bills. An additional feature is MiPay that records work time and time-off requests.
- The telephone system was changed to Centurylink.
- Staff completed their annual recertification as passport agents. Staff executed 185 passport applications in 2023; up from 126 in 2022.
- The Library Board developed the Plan of Service for 2023-2028. The library recertified as an Accredited Library.
- The Youth Department received a fully stocked Maker Cart valued at \$7,000 from the STEM Scale-up program.



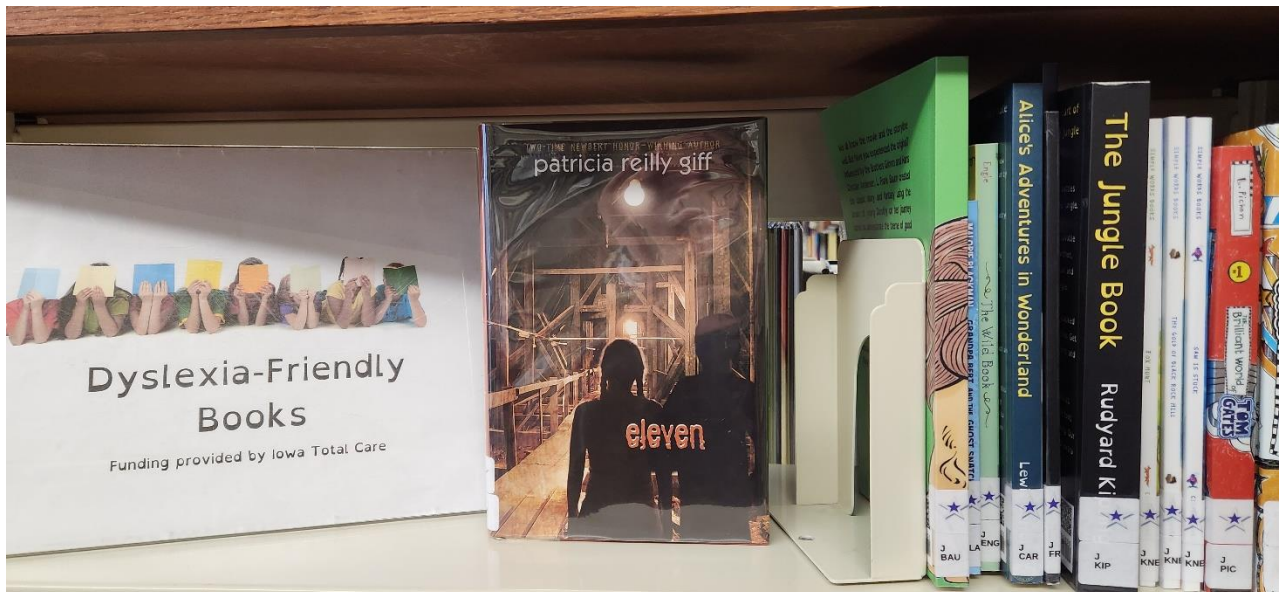
- A Musical Instrument Garden was installed on the west side of the library along the bike path. The instruments were fully funded by grants from the Northeast Iowa Charitable Foundation, the Community Foundation, The Friends of the Library, and the Brandt family.



- New teacher packets containing library-marketing materials were distributed.
- The City Clerk placed the Bequest Fund CD in a high yield interest rate.
- Staff attended Violent Intruder Training in Mason City.
- A number of new board puzzles and Magnatiles were purchased for the children’s area.



- Staff attended CPR, AED, and First Aid training.
- Iowa Total Cares sent literacy resources, book bags, and a \$500 gift card for purchasing books through the 100 Libraries in Iowa Literacy Program. Staff curated a new collection of books for readers with dyslexia.
- The Library Board changed the registration policy to assess out-of-state non-residents an annual registration fee of \$20.00.
- Scam awareness information from the Consumer Financial Protection Bureau was distributed.
- Staff attended the regional Learning Circuit on *Productive Partnerships* and attended the Iowa Library Association Conference in Dubuque.



Programs and Events

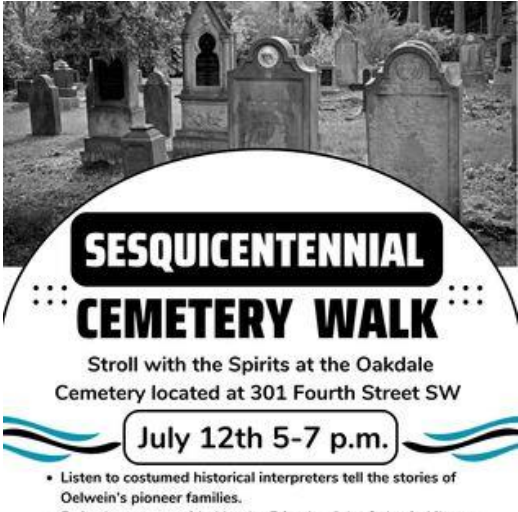
- New programs for the year were 10 Minute Tablerunner, English Paper Piecing, author Maggie Rivers, and Unexplainable Art Illustrated.
- Oelwein Police Officers had a series of outreach programs involving reading to children.
- The Riverview Center set up a display for Sexual Assault Awareness Month.
- ISU Extension taught a series of classes on Healthy Aging and a fall wreath making workshop.
- The Post Office set up an information table on job opportunities at the Oelwein location.
- Crisis Intervention Services set up a display for the National Day of Remembrance for Murder Victims.



- School classes toured the library at the end of the school year and learned about the Summer Reading Program. This year's theme was *Find Your Voice*. Programs were offered for kids, teens, and adults. Participants experienced a magic show, made CD art, designed journals, sang karaoke, entered the art show, learned about animals, read books and earned prizes, and had a blast with the foam cannon!



- The library participated in Oelwein’s Sesquicentennial. Staff participated in updating the last 50 years of Oelwein’s history, set up a display of Oelwein historical documents, organized the Cemetery Walk, and implemented the Time Capsule.



- A program on Health Care Decisions was hosted by Care Initiative Hospice.
- A renewed partnership with the school was established. Student cards were initiated, Husky Adventure students visit the library weekly, teachers and volunteers participate in a monthly Read Aloud evening, and the children’s librarian gave away stickers and registered students for library cards at Backpack Night. A Senior Seminar highschool student successfully planned a Chess Tourney. Twenty-seven students participated and would like to continue to host more tournaments at the library.

Condition of the Building and Grounds

- The sprinkler system is inspected, quarterly. The discs in check valves one and two were repaired. The fire alarms are monitored by Hawkeye Alarm.
- A new ladder system for the accessing the attic was installed.
- The wiring to the parking lot lights was fixed.
- Estimates for replacing the HVAC were received. Instead of replacing, the HVAC system leaks were repaired.
- The building is treated with pest control, monthly.
- An additional security camera was installed overseeing the Musical Instrument Garden.
- Schwickert's repaired Priority A items on the roof.
- The Parks Department trimmed the bushes and the trees in the Library Lot.
- Panels on the outdoor digital message board are failing. Panels were rearranged so that messages could still be read. The Library Board is researching a new sign design.
- The pulley was replaced on the flag pole.
- The hose on the outdoor water feature was fixed.
- The high-traffic areas of the carpeting and the meeting room carpet was cleaned.
- A Sonic Wall and some new computers were installed. The old computers were repurposed to replace the oldest computers. A back-up drive was replaced.
- Martin Gardner Architects evaluated the attic space and did a condition assessment of the building and window systems. This report will be reviewed and discussed in 2024.



Library Statistics

	2022	2023
<i>Attendance</i>	26,199	26,734
<i>Program Attendance</i>	1,882	2,544
<i>Circulation of materials</i>	49,326	52,122

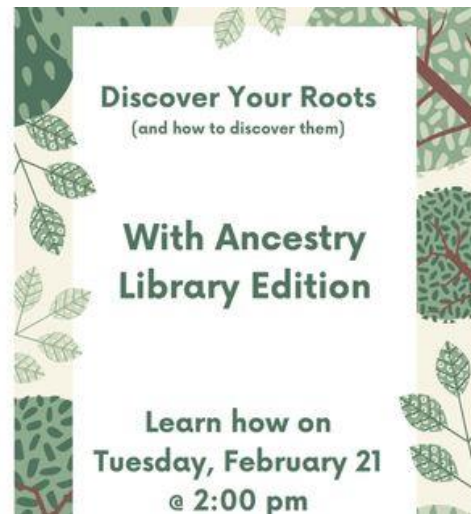
Oelwein Public Library Foundation



The Library Foundation co-sponsored the Dolly Parton Imagination Library. Registrations increased by 25 children to a total of 156 children from age 0-5. Sixty-four (64) children have graduated from the program. Each month, the children receive their own, age appropriate book mailed directly to their home. Sponsorship rotates each year between the Foundation and the Friends of the Library.

In addition, the Library Foundation and a library patron co-sponsored the Ancestry genealogy research database. Nine hundred ninety-eight (998) searches were performed on Ancestry. Library staff led an Ancestry Workshop on best practices for obtaining positive results.

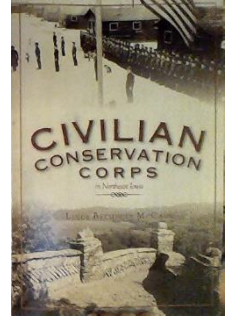
The Foundation sponsored mountain climber, Jen Loeb. Jen shared her fascinating journey climbing Mt. Everest and displayed her mountaineering gear.



Friends of the Library Contributions to the Library

Speakers and Programs

- ✓ Chocolate & More festival with beer sampling sponsored by Ampersand
- ✓ Appreciation Tea with Linda McCann, author of *The Civilian Conservation Corp in Iowa*
- ✓ Book and Bake Sale
- ✓ Sponsored the Iowa City Ghost Hunters



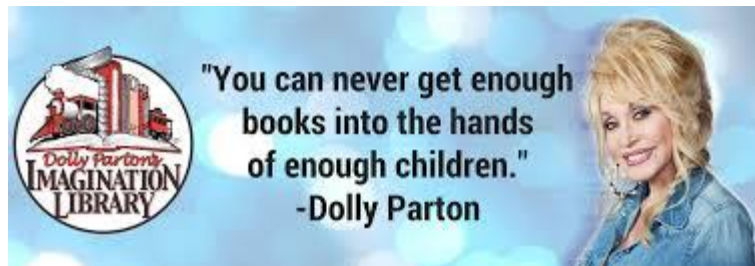
Library Enhancements

- ✓ Musical Instrument Garden
- ✓ Donation for landscaping maintenance
- ✓ Entryway Flowers
- ✓ Poinsettias at Christmas Time



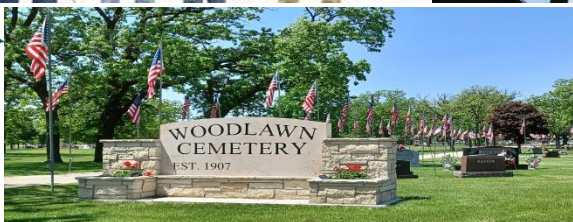
Community Outreach

- ✓ Provided popcorn for the Sesquicentennial Cemetery Walk
- ✓ Dolly Parton Imagination Library co-sponsor
- ✓ Book Page Book Review Magazine
- ✓ Memorial books in honor of Friend's Members who have passed away
- ✓ Keychains for new library patron's library card



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



2023 PARKS DEPARTMENT ANNUAL REPORT

**PARK SUPERINTENDENT***JOSHUA JOHNSON MA***PARK ASSISTANT***NATE WEIDEMANN***AQUATICS MANAGER***KIM LAWLESS***CAMPGROUND HOST***CAROLYN ROHRICK***PARKS***RUSS MCNAMARA**MAL HARDING**MARC BUSH**CRAIG ROHRICK***CEMETERY***CHRIS JELINEK**WILLIE PHILLIPS**DION PIRILLO**DANNY CARNICLE***SHELTER RESERVATIONS &
BATHROOMS***STEVE HORAN / HORAN
CLEANING.***PARK AND RECREATION COMMISSION***DAVE GARRIGUS**JOSEPH BOUSKA**TIM GEARHART**CONNIE JORGENSEN**MIKE MESKA**DAN STASI***TREE BOARD***RON LENTH**KYLE SCHEEL**JEFF MILKS**JOHN FOX***TRAILS COMMITTEE***SUE CRANDALL**SANDIE GRAF**MARCIA WOODRASKA**WAYNE SAUR**MARK LEVIN**RON LENTH*

2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

Parks

- Ash trees removed
 - Veterans Park - 2
 - City Park – 70
 - Woodlawn Cemetery – 11
 - Trails – 16
 - Platt Park – 25
 - Complex – 2
 - Redgate – 11
 - Wings Park – 39
- Trees Planted
 - Street Blvd – 37
 - Platt Park – 79
 - Platt Park – 3
 - Depot Park - 1
- Mowed all park / cemeteries / empty lots
- Snow removal, trails sidewalks cemetery

Total – 176 trees removed 2023
 Total – 132 trees removed 2022
 308 total

Total – 120
 Total – 20 times

Shelter reservations

- 70 reservations

Campground

- Nights stay at campground

Total – 3,762
 60% occupancy - highest ever

Cemetery

- Full burials 34
- Cremation burials 26

Total – 60

Aquatics

- Group Lessons – two sessions
- Private lessons
- Passes sold
- Pool parties
- Dog Dip
- Daily Entrance

Total - 163
 19
 198
 24
 37
 Paid entries – 4,667
 Pass entries – 6,201

11,075

23,699

Trail counts

Large Projects

- Community Forestry Grant Recipient – Planted 72 trees
- Trees Forever - Branching Out recipient – Planted 42 trees
- Repaired overhead 10” piping, twice, to keep pool facility running
- Redirected main drain from aquatic center to the sanitary sewer
- Replaced the existing filter and piping
- New cemetery arching sign installed
- United Way – Day of Caring
- Electrical upgrade to campground

2023 PARKS DEPARTMENT ANNUAL REPORT

Running total of Grants/Donations/In-Kind

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

08/15/2016	Trees Forever	Complex	\$1,210.00
01/25/2017	Trees Forever	Platt/Wings	\$2,124.00
05/22/2017	NEIC	Diamond 3	\$6,880.30
08/07/2017	Deb Kellogg	Memorial Bench	\$854.00
10/20/2017	Colleen Stasi	Memorial Bench	\$854.00
01/24/2018	FEMA	City Park Road	\$3,962.87
01/27/2018	Trees Forever	Complex	\$4,000.00
03/01/2018	AmeriCorps	8-person crew	\$960.00
03/01/2018	AmeriCorps	7-person crew	\$840.00
03/14/2018	FCCF	Drinking Fountains	\$2,000.00
03/26/2018	Paint Iowa	Diamond one Concession	\$261.72
04/10/2018	Hancor	4" Tile donated -D3	\$400.00
04/01/2018	Greg Bryan	Bridge - in-kind	\$10,000.00
04/17/2018	John Rethwisch	Cemetery- LaMarr Kappmeyer	\$192.35
05/02/2018	Well mark	Wings Trail Extension	\$87,353.00
05/31/2018	NEIC	Wings Trail Extension	\$8,814.00
06/20/2018	Dave Sondrol	2 Memorial Bench's	\$1,708.00
08/06/2018	AmeriCorps	21-person crew	\$2,520.00
08/20/2018	Trees Forever	Multiple Parks	\$1,019.20
09/06/2018	AmeriCorps	5-person crew	\$1,800.00
09/14/2018	Roger Polark	Trails	\$10,000.00
09/24/2018	State FEMA	City Park Road	\$528.38
12/06/2018	Gary Gilson	Memorial Bench	\$854.00
12/20/2018	OCS D	Grave Heater	\$500.00
02/02/2019	ITC	Bike Fixit Station	\$3,000.00
04/01/2019	Paint Iowa	Campground Buildings	\$261.72
04/15/2019	Trees Forever	Boulevard Trees	\$5,000.00
06/15/2019	Jim Lindstrom	Memorial Bench	\$854.00
10/07/2019	R.J. McElroy Trust	Pool Shade Structures	\$5,000.00
10/08/2019	Nursery Trees	Tree Spading	\$2,275.00
10/29/2019	Dave Sondrol	Cemetery Signs	\$16,000.00
01/01/2020	Friends of Trails	Donations	\$14,885.00
01/09/2020	ITC	Park Improvements	\$2,000.00
03/16/2020	FCCF	Electrical Upgrades	\$10,000.00
04/14/2020	Trees Forever	Boulevard Trees	\$5,000.00
05/27/2020	Cannons/Anonymous	Red Gate Tree Replacement	\$725.00
09/01/2020	Paint Iowa	Campground Picnic Tables	\$600.00
09/17/2020	R.J. McElroy Trust	Playground Equip.	\$8,818.00
10/14/2020	Dave Sondrol	Cemetery Trees	\$320.00
10/15/2020	Corner Market	Red gate Trees	\$200.00
12/07/2020	Missy Rau	Memorial Bench-Henderson	\$932.00
12/07/2020	Dave Sondrol	Memorial Bench-Schulz	\$932.00
03/29/2020	NEIC	Trails	\$250,000.00
01/12/2021	Community Bank	Bridge Decking	\$906.33
02/16/2021	Dave Sondrol	Trail Donation	\$1,000.00
02/16/2021	BCHC	Trail Donation	\$1,000.00
03/11/2021	Trees Forever	Boulevard Trees	\$5,000.00
04/09/2021	Pizza Ranch	Trail Donation	\$4,000.00



2023 PARKS DEPARTMENT ANNUAL REPORT

Running total of Grants/Donations/In-Kind continued

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

03/29/2021	NEIC	Trails Donation	\$250,000.00
07/14/2021	Mark Levin	Trails Donation	\$250.00
10/15/2021	Cannons Greenhouse	Tree Donation	\$600.00
10/15/2021	Andrea Williams	Tree Donation-Redgate	\$300.00
12/17/2021	Community Bank	Trails Donation	\$2,500.00
12/18/2021	ITC	Donation -Solar Umbrella	\$3,000.00
05/01/2022	Jack Freeman	Tree Donation	\$1,000.00
08/29/2022	NEIC	Trails	\$250,000.00
02/02/2022	Dave Sondrol	Bridge Donation	\$38,000.00
02/23/2022	Trees Forever	Boulevard Trees	\$5,000.00
09/01/2022	Jon Latham	Memorial Bench	\$932.00
09/15/2022	Bryan/Garrigus	Soil Donation	\$1,000.00
08/29/2023	NEIC	Trails	\$250,000.00
02/24/2023	Trees Forever	Boulevard Trees	\$4,000.00
02/27/2023	Delta Dental	Drinking Fountain	\$3,285.00
05/01/2023	NEIC	Filter/Drain	\$126,750.00
05/17/2023	Aubrey Sadler	Tree Donation	\$150.00
04/15/2023	Transco	Arch Sign Paint	\$1,000.00
07/17/2023	Jeannette Hoth	Memorial Bench	\$1,036.00
08/22/2023	Iowa P&R Assoc.	CPRP Certification	\$455.00
09/01/2023	Anothny Ricchio	Tree Donation	\$300.00
09/08/2023	USDA	Community Forestry Grant	\$4,991.64
09/18/2023	Florence Delong	Memorial Bench	\$1,036.00
10/09/2023	Greg Bryan	Tree Donation	\$2,000.00
12/13/2023	FCCF	Aquatic Chairs	\$3,311.50
08/29/2024	NEIC	Trails	<u>\$175,000.00</u>
		Total since 2016	\$1,614,278.01
		2023	\$398,315.14

2023 PARKS DEPARTMENT ANNUAL REPORT

Parks

- Daily maintenance of downtown streetscape
- Developing Parks Master Plan
- Update Park and Recreation Brochure
- Update CIP Items
- Update Park / Campground / Aquatics / Cemetery Fee Schedules
- Update Department Equipment Maintenance Schedule
- Monthly safety meetings/ checklists
- Maintain all City empty lots
- Host monthly park and recreation commission meetings
- Develop trails and host committee meetings
- Host monthly tree board meetings
- Biweekly dept. head meetings/individual
- Conducted employee interviews /evaluations
- Weekly/Monthly/Yearly reports
- Weed spraying as needed
- Pesticide Applicator CEU's
- Shop/vehicle/equipment maintenance
- Playground equipment replacement/inspections
- Tree trimming / mulch fall leaves
- Ash tree removal / stump grinding
- Replace / repair vandalism on as needed basis
- Continued trail maintenance – brush/tree trimming and dead tree removal
- Cleared trails of snow in winter
- Hosted United Way Day of Caring
 - Picnic table painting
 - Disc golf course work
 - Aquatic center prep
 - Playground safety mulching
 - Trail work
 - Diamond work
- Diamond maintenance for recreation department
- City Park disc golf course installation
- Assist with all tree plantings
- Assist with cemetery foundations
- Install set of goalsetter basketball hoops at Reidy Park
- Playground mulching

2023 PARKS DEPARTMENT ANNUAL REPORT

Cemetery

- ❖ Install arching sign donated to the city
- ❖ Ash tree removal – cemetery / parks
- ❖ Cleaned up all work shops
- ❖ Cleaning up fence lines
- ❖ Updated paperwork
- ❖ Memorial Day flag raising
- ❖ Poured foundations in Spring and Fall
- ❖ Stump grinding

Aquatics

- ❖ 27th season for facility
- ❖ Certified Pool Operator CEU's
- ❖ Daily checks
- ❖ Annual boiler inspection / backflow
- ❖ Replaced the filter system
 - Staff removed all old piping
 - Staff remove sand medium from old filter
 - Staff cut up and removed old filter
- ❖ Redirected the main drain to the sanitary sewer
- ❖ Installed a solar umbrella in concessions
- ❖ Installed a two-post shade structure on the south deck
- ❖ Implemented a new season pass scale
- ❖ Removed dirty birch tree that was plugging screens
- ❖ Four new rescue tubes
- ❖ Repaired piping on west side of T for backflushing
- ❖ Repaired piping on east side of T for backflushing
- ❖ Finished replacing guard elevated chairs
- ❖ Low board railings

Campground

- ❖ 60% occupancy rate – highest on record
- ❖ Stirred up pads with Harley rake
- ❖ Painted picnic tables
- ❖ Updated several electrical outlets/breakers
- ❖ Replaced gaskets and parts of yard hydrants
- ❖ Had Alliant install two new utility poles

2023 PARKS DEPARTMENT ANNUAL REPORT

Tree Board

- ❖ Hosted monthly meetings
- ❖ Received \$4,000.00 grant from Trees Forever
 - Planted 37 trees in the street boulevards
- ❖ Received \$4,991.64 grant from IDNR Community Forestry grant
 - Planted 79 trees in Platt Park and the Sports Complex
- ❖ Received a \$2,000.00 donation from Greg Bryan
- ❖ Received Tree City Award – 2022
- ❖ Received Growth Award – 2023
- ❖ Arbor Day tree planting – Platt Park (3)
- ❖ Research gravel beds for future projects

Trails Committee

- ❖ Hosted meetings at office
- ❖ Swept trails weekly
- ❖ Nearby ash tree removal
- ❖ Further development of trails master plan
- ❖ Applied to several grants
 - FRT
 - TAP
 - Wellmark
- ❖ Attended all upper explorer meetings
- ❖ Patching and crack sealing west trail
- ❖ Developing trails presentation for council
- ❖ Friends of the Trails raising additional funding
- ❖ Retrieve trail counter to compile information for grant writing
- ❖ Replaced all trail signage with new yellow/green, fluorescent signs

2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

BURIALS



SIGNAGE



SNOW REMOVAL



SNOW REMOVAL



FOUNDATION PROPOSAL



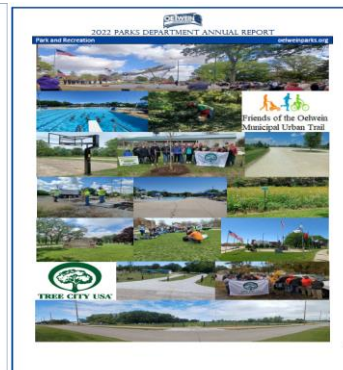
FAYETTE COUNTY
**COMMUNITY
FOUNDATION**

here for good.

ANNUAL BROCHURE



ANNUAL REPORT



TREE CITY USA

An Arbor Day Foundation Program

REGIONAL MEETING



GRANTS SUBMITTED



McElroy Trust

upper
explorerland
regional planning commission

MAINTENANCE



BURIALS



ICE RINK



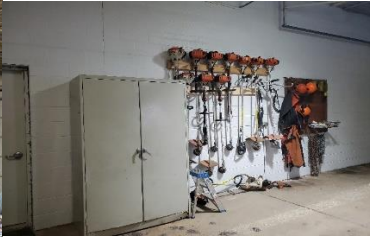
2023 PARKS DEPARTMENT ANNUAL REPORT

SHOP WORK SNOW REMOVAL

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



WOODLAWN SIGN



ICE RINK



SNOW REMOVAL



GRAVE PREP



TREE TRIMMING



CPO CLASS



SNOW REMOVAL



SNOW REMOVAL



CREMATION PREP



SHOP ORGANIZING



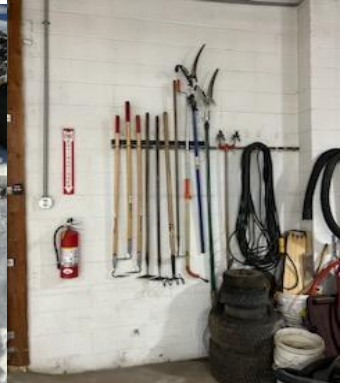
PLOWING



SIGNAGE



SNOW REMOVAL



ICE RINK





Item ii.

2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

STUMP GRINDER



HEATING



TREE REMOVAL



DISC GOLF SIGNAGE



TREE TRIMMING



DRAINAGE



RUNNING BOARDS



ICE REMOVAL



GRANTS SUBMITTED



ICE REMOVAL



PLUMBING



ALTERNATOR



TREES FOREVER GRANT

Joshua Johnson
Park and Recreation Superintendent, City of Oelwein
20 2nd Ave SW
Oelwein, IA 50662

February 24, 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 \$4,000.00. Your project is one of 47 Alliant Energy Community Tree projects statewide. We're so excited to partner with you!





2023 PARKS DEPARTMENT ANNUAL REPORT

DELTA DENTAL FOUNDATION GRANT



www.deltadentalia.com



02/27/2023

Joshua Johnson
City of Oelwein
500 7th ave sw
Oelwein, IA 50662

Dear Joshua,

Delta Dental of Iowa Foundation is pleased to award \$3,285.00 to the City of Oelwein in response to the request for Rethink Your Drink project funding to support an outdoor water filling station in your community (Oelwein City Park Campground).

UTILITY POLE REPLACED FOR SIGN

TREE CITY DESIGNATION



TRAILS MEETING

TREE BOARD WORK

TRAIL GRANT SUBMITTED

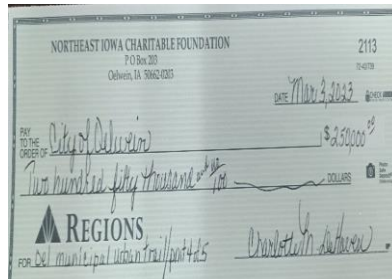


TRAIL FUNDING RECEIVED

DRAINAGE CLEARED

SAFETY CLASSES

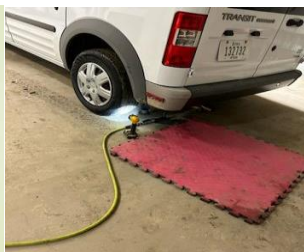
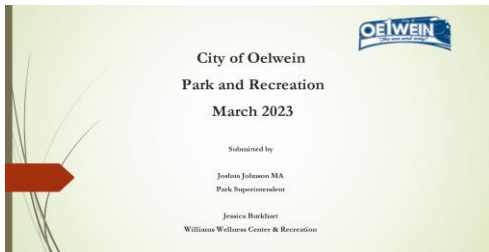
GRAVE PREPPED



FOUNDATION PRESENTATION

REC VEHICLE FIXED

ASH TREES REMOVED - VETS



TRAIL SIGNAGE

STUMP GRINDING

DISC GOLF SIGNAGE

GRAVE PREP



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

FENCE REPAIR



CREMATION PREP



VOLLEYBALL NETS



ASH TREES



D3 FENCING



SHELTER CLEANING



GRAVE PREP



DRAGGING GRAVEL AREAS



BATHROOMS



SWEEPING ROADS



NEW SIGNAGE



WINGS ASH TREES



STUMP GRINDING

TRAIL MAINTENANCE



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

PREP SOCCER FIELDS



DOWNTOWN MULCH



LOAD BOARD RAILS



LOAD BOARD RAILS



SIGNS UP



NEW POOL REGISTERS



GUARD SEATS REPLACED



PRESCRIBED BURNING



ELECTRICAL SERVICE



FOUNTAIN PAINTING



SPREADING ROCK



POWER SPRAYING



WOODLAWN SIGN PAINTING



POOL FILTER MAINTENANCE



MULCHING



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

CONCRETE WORK



MOWERS OUT OF STORAGE ASH TREE REMOVAL



ASH TREE REMOVAL

LAST SNOW OF YEAR!

SECURING PICNIC TABLES

WINTER GRAVES



NEW SHADE STRUCTURE INSTALLED

ORGANIZED SHOPS



SIGN DELIVERED

MULCHED AREAS

CHECKING LIGHTING

GRAVE PREP



D3 FENCING

DIAMOND PREP



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

22 YEARS – TREE CITY!



AED/CPR TRAINING



GRAVE PREP



JOINTS SEALED



BBALL HOOPS REIDY PARK



ANCHORS POURED

HEADSTONE FOUNDATIONS



CRUSH LIME

PRESCRIBED BURN

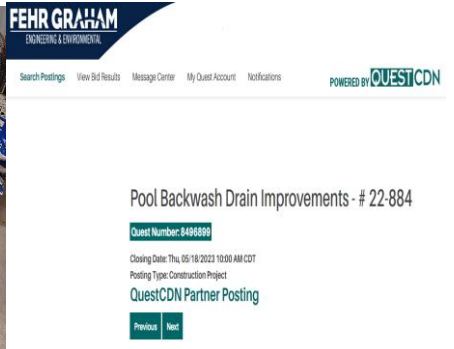
SWEEPING



ARBOR DAY

DONATIONS

FILTER PROJECT BIDDING



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

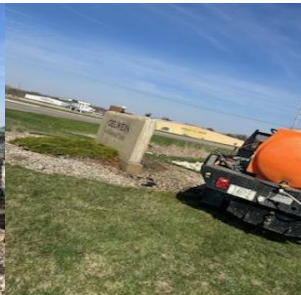
SOLAR UMBRELLA FOUNDATIONS



POWER OSPRAYING



INDUSTRIAL PARK SIGN



ARBOR DAY TREE PLANTINGS



FENCING



HYDRANT REPAIRED



WELCOME SIGNS



FOUNDATIONS



SIDEWALK REPAIR



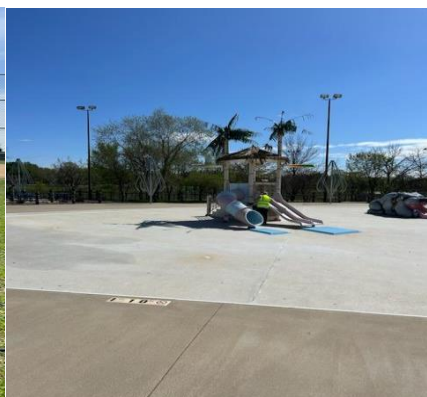
DIAMOND BAGS



WED SPRAYING



POOL WORK



2023 PARKS DEPARTMENT ANNUAL REPORT

DAY OF CARING 2023

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



EVERYONE THAT VOLUNTEERED AND OR DONATED

United Way - Joe Bouska
 Ken's Electric
 Veridian
 Transco
 Irvine Water
 Greg Bryan
 Council member Dave Garrigus
 Fidelity Bank
 Mercy One
 Norby's
 East Penn
 Lumber Ridge
 Ace Hardware
 Manske's Corner Market

Rise LTD.
 Parent Share & Support
 Oelwein Schools
 Park staff
 Cemetery staff
 Library staff
 Dylan Mulfinger
 Utility employees
 Joy/Eugene Purdy
 Van Denver
 Birdnow Motor Trade
 Parent Share
 Allure
 Ashley Molding

2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

BOILER INSPECTION



AED



TRAIL MAINTENANCE



CONCESSIONS STOCK



FLAG REPAIR



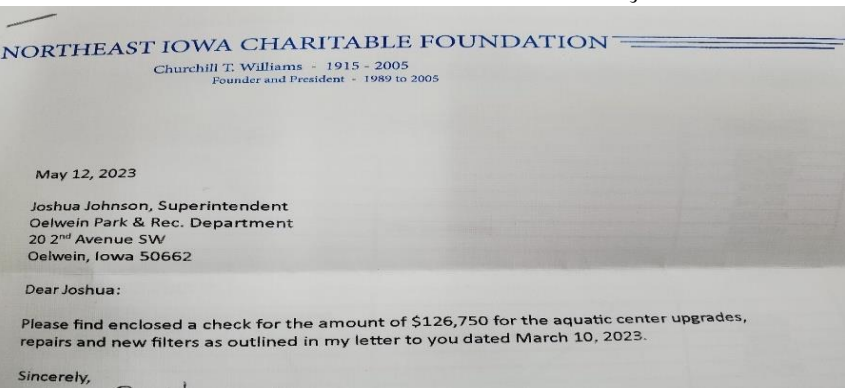
POOL POWER SPRAYING



TABLES TO AIRPORT FOR EAA FLY IN



CHARITABLE DONATION FOR FILTER PROJECT



POOL PREP



ORIENTATION



HANGING BASKETS



BURIAL PREP



FACILITY READY !



2023 PARKS DEPARTMENT ANNUAL REPORT

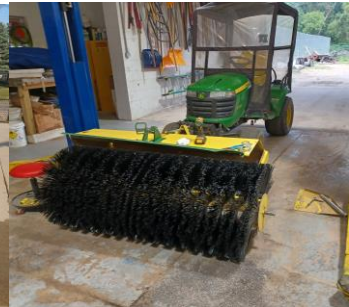
FLAGS UP AT WOODLAWN



DONATED SOLAR CHANGING STATION - ITC

CLEANER MAINTENANCE

NEW BRUSHES



LOG CABIN MAINTENANCE

BENCHES INSTALLED

GOVERNOR'S VOLUNTEER AWARD



SWIM LESSONS

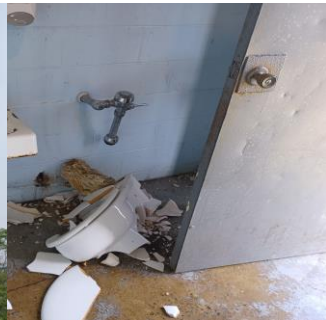
CHEMICAL DELIVERY

WATERWAY CLEARING - WINGS



VANDALISM AT WINGS

CLEANING BUSHES OUT



PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

REDGATE PARK

WINGS PARK

VACANT PROPERTY CLEANUP



OPEN SWIM

GROUP LESSONS



ROAD PATCHING

PAINTING

REPAIRING VANDALISM



PICNIC TABLE REPAIR

UTILITY POLE REMOVAL

EXTRA TRIMMING



WATERING

ASH TREE REMOVAL

TRAIL TRIMMING



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

POWER SPRAYING



POWER SPRAYING



FOUL POLE PREPARATION



WATERING



ASH TREE REMOVAL



DIAMOND PREP



STORM DAMAGE



WATERWAY STRAIGHTENING



PAINTING



PLAYGROUND WORK



GRAVE PREPARATION



NEW RAILINGS INSTALLED



FLAG REPAIRED



SWINGS CHAINS



WATER LINE REPAIRS



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

POOL DRAIN PROJECT



WELLNESS CENTER



ROAD PATCHING



NEW TRUCK



PLAYGROUND EQUIPMENT UPGRADES



DRAIN PROJECT STARTED



AQUATICS MEETING



BBALL HOOP REPAIRED



GROWTH AWARD 22'



NEW FOUNTAIN



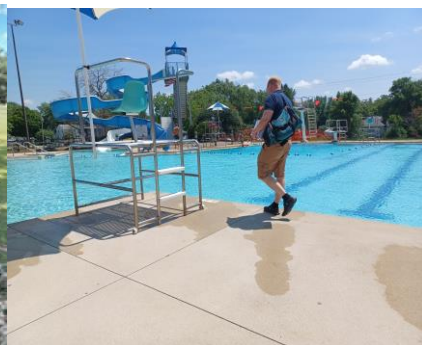
WELCOME SIGNS



STORM DAMAGE



SCHEDULED INSPECTION



2023 PARKS DEPARTMENT ANNUAL REPORT OELWEIN SESQUICENTENNIAL PREPARATIONS TIME CAPSULE

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

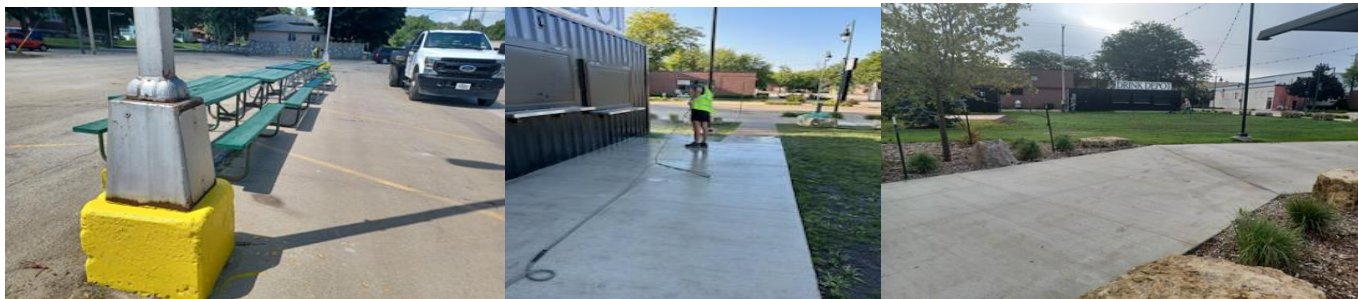


PLANTINGS



TABLES BROUGHT IN

POWER SPRAYING



6TH STREET RAILINGS PAINTED



1ST AVE BRIDGE PAINTED



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

PIPE REPAIRS



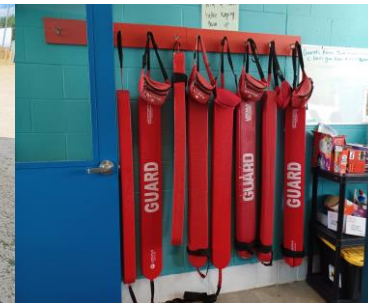
CHAINS REPLACED



SIGN PREP



RESCUE TUBES REPLACED



DRAIN PROJECT



SKATE PARK



LIBRARY FOUNTAIN



LEVIN PARK SIGN REPLACED



DRAIN PROJECT



STEPS SEALED



SAFETY CHAINS REPLACED



SHELTER PAINTED



TREE TRIMMING



WIND DAMAGE



FOUNDATIONS



CEMETERY SIGN PREPARATIONS



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

DAM GATES



WATER LINE CITY NORTH



TABLES PAINTED



OPEN SWIM



AQUATICS PROJECT



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

TRIMMING



NEW DRINKING FOUNTAIN



TRAININGS



GAS LINE HIT SEWER PROJECT



DRAGGING LOTS



WELLNESS CENTER



NEW WATER LINE INSTALLED



SIGN PREP



CONCRETE POUR



POOL DRAIN PROJECT



POOL DRAIN PROJECT



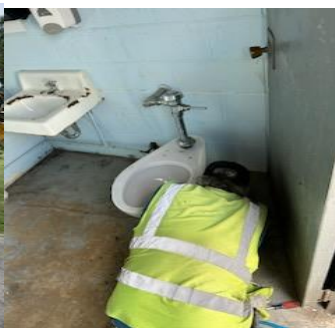
2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

SIGN



BATHROOM REPAIRS



HYDRANT REPAIR



VAC



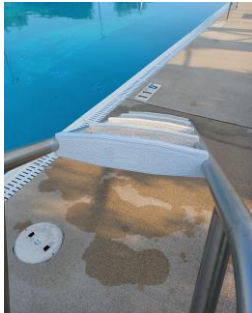
SWEEPING



BOCCE BALL



STEP REPLACEMENT



PRAIRIE PLANTINGS



REDGATE WORK



DONATED TREES



POOL DRAIN PROJECT



POOL DRAIN PROJECT



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

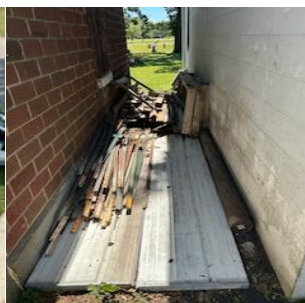
SWEEPING



DEAD TREE CEMETERY REMOVED



CLEANING UP



DOORS PAINTED



CAMPGROUND



DISC GOLF



COMPLEX



2023 POOL DRAIN PROJECT



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

TREE REMOVAL



BURIAL PREP



DECKING



DISC GOLF



TRAILS



SPRAYING



DOG DIP



WINTERIZING



FILTER PROJECT



2023 PARKS DEPARTMENT ANNUAL REPORT

DRAIN PROJECT WRAPPED UP



FILTER PROJECT



WINGS WATERWAY



PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

TREE TRANSPLANT



ASH TREES



BURIALS



POWER SPRAYING



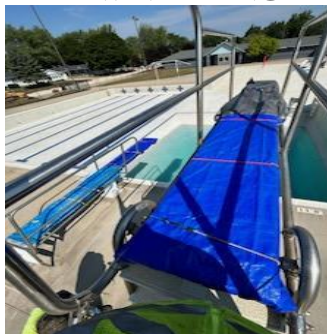
ASH TREES



WATERING



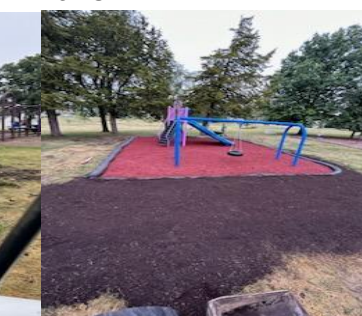
WINTERIZING



PLAYGROUND MULCH-WINGS



PLAYGROUND MULCH



HARLEY RAKE



TREE TRANSPLANT



BURIALS



ASH REMOVAL



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

STUMP GRINDING



FOUL POLES INSTALLED



COMMUNITY FORESTRY GRANT



IOWA DEPARTMENT OF NATURAL RESOURCES

TREE WATERING



GRAVEL BEDS



POLE REMOVED



MOWING



ASH TREE REMOVAL



SLIDES ARRIVED



EXTINGUISHERS SERVICED



DRAGGING COMPLEX



TREE TRIMMING



DOWNTOWN



BENCH FOUNDATION



GRAVE PREP.



CASTINGS INSTALLED



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

CASTINGS INSTALLED



TRAIL CLEANING



WINTERIZING



DISC GOLF SIGN



TREE REMOVED



MORE ASH TREE REMOVAL



TREE LOCATES



FOUNDATIONS



WINTERIZING



TREE PLANTING PREP



FILTER/PIPING REMOVAL COMPLETED



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

MEMORIAL BENCH PAINTING



FISH STOCKING



PAINTING



FORMS



DISC GOLF SIGN



TREE SPADING



2023 COMMUNITY FORESTRY PLANTING – 79 TREES PLANTED



2023 PARKS DEPARTMENT ANNUAL REPORT

2023 COMMUNITY FORESTRY PLANTING

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



TREE SPECIES PLANTED:

- TULIP TREE
- PIN OAK
- WHITE OAK
- ELM
- HACKBERRY
- OHIO BUCKEYE
- KENTUCKY COFFEE TREE
- YELLOW WOOD
- BUR OAK
- CATALPA

2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

FOUNDATIONS POURED



VANDALISM



WINTERIZING



SHADE CANOPY



ASH TREES



TREE WATERING



NEW FILTER/PIPING INSTALLATION



2023 PARKS DEPARTMENT ANNUAL REPORT

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

SENIOR SEMINAR PROJECTS



WINTERIZING



NEW SIGNS



FOUNDATIONS



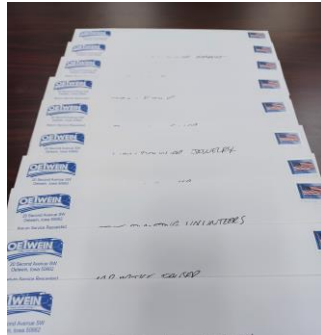
TREE PLANTING PREP



EARLY MORNING GRAVE



THANK YOU LETTERS



TREE IDENTIFICATION



LIBRARY WORK



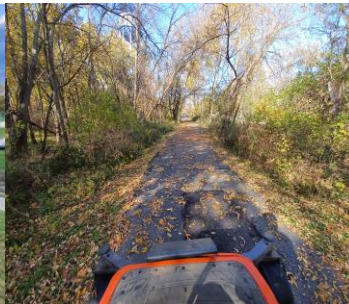
LIBRARY



STUMP GRINDING



TRAIL CLEARING



VANDALISM



2023 PARKS DEPARTMENT ANNUAL REPORT

2023 TREES FOREVER TREE PLANTING – 37 TREES PLANTED

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



2023 PARKS DEPARTMENT ANNUAL REPORT 2023 TREES FOREVER TREE PLANTING

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



VOLUNTEERS

OELWEIN TREE BOARD - JEFF MILKS, KYLE SCHEEL, JOHN FOX, RON LENTH
 DEVIN WEVER - ALLIANT ENERGY
 PARK AND RECREATION COMMISSION MEMBER JOE BOUSKA
 BOB BOUSKA
 EAST PENN EMPLOYEES
 FIDELITY BANK EMPLOYEES
 ALPHA TRAILERS EMPLOYEES
 PARK AND CEMETERY EMPLOYEES
 TAMMY BENTER - VAN DENOVER JEWELRY
 DYLAN MULFINGER & JON KING

2023 PARKS DEPARTMENT ANNUAL REPORT

TREE PLANTING



ASH TREE REMOVAL



FINAL REPORTS COMPLETED



GRANT SUBMITTED FOR LOUNGE CHAIRS FOR POOL



FAYETTE COUNTY COMMUNITY FOUNDATION

here for good.

MAINTENANCE



SIGNAGE



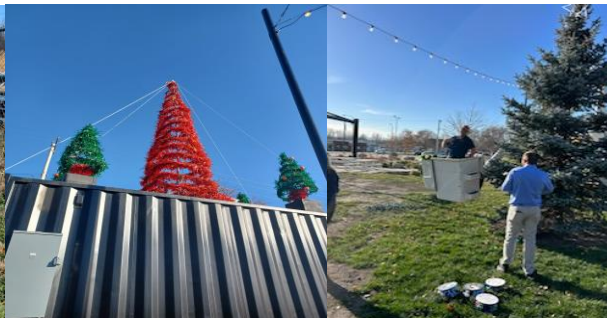
BURIAL PREPARATION



BRIDGE REFURBISHING



DEPOT PARK



2023 PARKS DEPARTMENT ANNUAL REPORT

TREE BOARD PLANTING DEMONSTRATION



PLAYGROUND COURSE



DEPOT PARK



PESTICIDE CEU



DEPOT PARK



BURIALS



MAINTENANCE



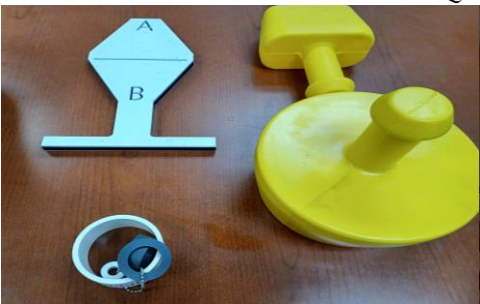
PLAYGROUND TEST EQUIPMENT



CEU CLASS



MAINTENANCE



PRESENTATION



MASTER PLAN



MAINTENANCE



Oelwein Park and Recreation

Master Plan 2024



PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND

2023 PARKS DEPARTMENT ANNUAL REPORT

PRESENTATION



TREE PRUNING

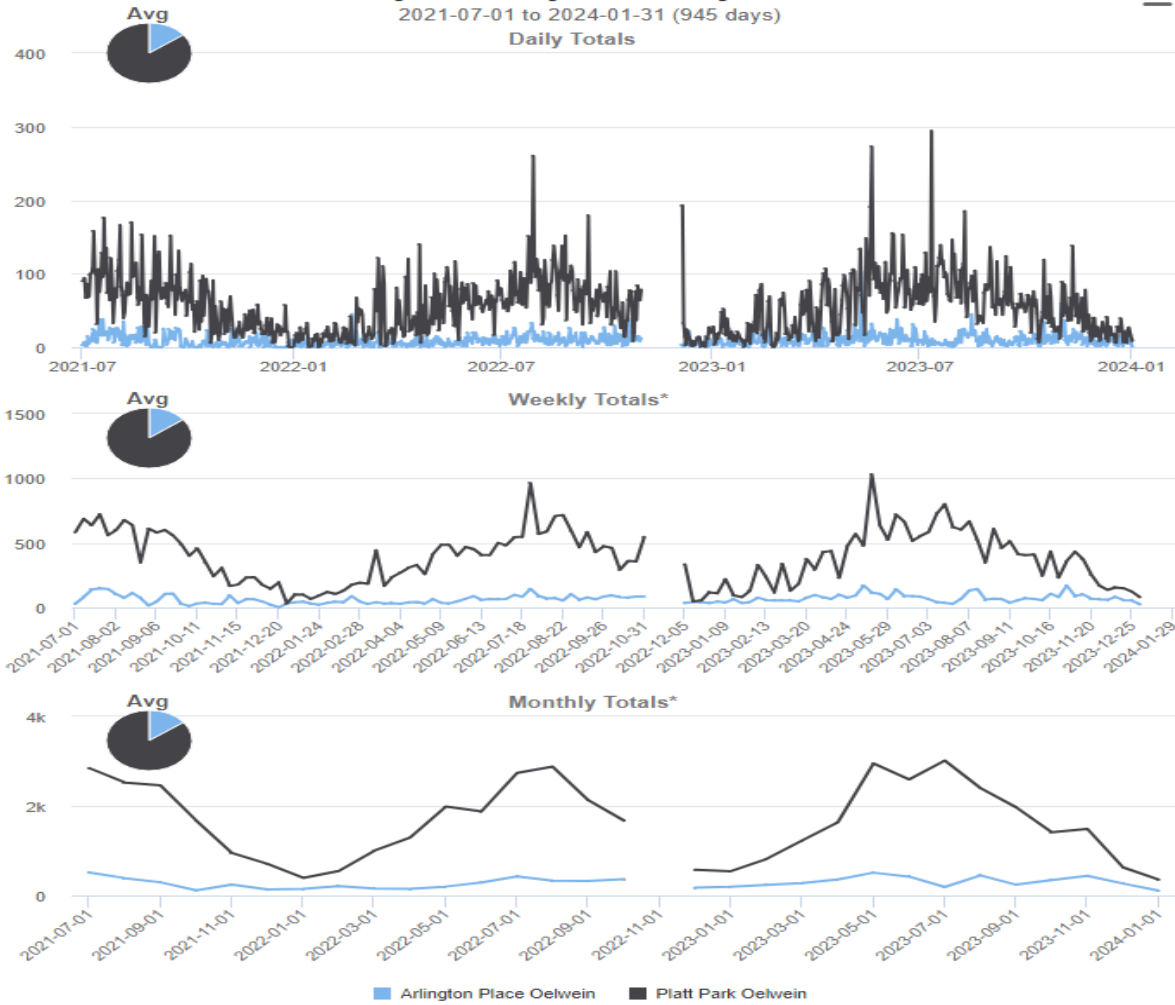
GRAVE PREP





Daily/Weekly/Monthly totals

2021-07-01 to 2024-01-31 (945 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	109*												3,500	1,281	2
	Platt Park Oelwein	357*												11,500	4,209	2

Installed mid-season 2021 - 15,840

2022 - 19,109

2023 - 24,593

OPRD Mission Statement:

“It is the mission of the Oelwein Parks and Recreation Department to create recreational opportunities and provide consistent, reliable public service; creating diverse programs and services to promote community involvement; and being a leader in recreation and leisure services while preserving our facilities for future generations.”

JOSHUA A. JOHNSON MA
OELWEIN PARK SUPERINTENDENT

