



Agenda

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

June 14, 2021
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Warren Fisk

Council Members: Matt Weber, Renee Cantrell, Tom Stewart, Lynda Payne, Karen Seeders

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

Consent Agenda

- [1.](#) Consideration of a motion to approve the minutes of the May 24, 2021 Council meeting
- [2.](#) Consideration of a motion to approve Change Order 1 in the amount of \$106.34 for Segment 1 Trail Improvements Project
- [3.](#) Consideration of a motion approving payment to Bacon Concrete, LLC in the amount of \$117,494.54 for work completed on Segment 1 Trail Improvements Project
- [4.](#) Consideration of a motion approving payment to Fehr Graham in the amount of \$6,484.50 for work completed on Segment 1 Trail Project

Ordinances

- [5.](#) Consideration of an Ordinance Amending Water and Sewer Rates, Chapter 7 of the Code of Ordinances of the City of Oelwein, Iowa - Second Reading
- [6.](#) Consideration of an Ordinance Amending Section 22-70 to Change Speed Zones on 10th Street SE/Old Road - Second Reading
- [7.](#) Consideration of an Ordinance Amending Chapter 16 Garbage and Trash, Section 16 Duty to Dispose - First Reading

Resolutions

- [8.](#) Consideration of a Resolution Authorizing Temporary Closure of Public Ways or Grounds for Oelwein Fire Department Water Ball
- [9.](#) Consideration of a Resolution Directing the Sale of the City's Interest in 9 6th Street NE, Oelwein, Fayette County, Iowa
- [10.](#) Consideration of a Resolution Accepting Work Covering the Wings East Pavement Improvements Project and Engineer's Statement of Final Completion

Motions

- [11.](#) Consideration of a motion approving Change Order No. 3 for adjusting the estimated bid quantities on the Wings East Pavement Improvements Project
- [12.](#) Consideration of a motion approving Progress Payment No. 4 to Lodge Construction in the amount of \$3,590.05 which releases all payment except the 5% retainage on the Wings East Pavement Improvements Project
- [13.](#) Consideration of a motion to approve Progress Payment No. 5 (final) to Lodge Construction in the amount of \$23,820.90 for the release of the 5% retainage on the Wings East Pavement Improvements Project

- [14.](#) Consideration of a motion authorizing signatures on Certificate of Substantial Completion for Wings East Pavement Improvements Project
- [15.](#) Consideration of a motion authorizing the Mayor to sign a one year contract with George Tegeler for Fixed Based Operator Services at the Oelwein Municipal Airport
- [16.](#) Consideration of a motion authorizing signatures on Agreement for Cleaning Services with Horan Cleaning LLC
- [17.](#) Consideration of a motion amending the City Cell Phone Policy
- [18.](#) Consideration of a motion approving the On Call Policy
- [19.](#) Consideration of a motion approving a Professional Services Agreement with Shive Hattery for Library Roof
- [20.](#) Consideration of a motion approving a contract with Advantage Archives for digital archiving
- [21.](#) Consideration of a motion approving Pay Request #1 from KS Construction in the amount of \$26,000.00 for work completed on Redgate Shelter Project
- [22.](#) Consideration of a motion authorizing the purchase of Fire Gear Racks from Feld Fire in the amount of \$5,638.00
- [23.](#) Consideration of a motion approving City Park Electrical Upgrades by Irvine Electric in the amount of \$24,850.00
- [24.](#) Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development Committee re: Hotel/Motel Tax Funding Application from Williams Center for the Arts in the amount of \$1,500
- [25.](#) Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development Committee re: Demolition Assistance for 125 6th Street SW and 125 7th Avenue NE
- [26.](#) Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development Committee re: Demolition Assistance for 407 7th Street SE
- [27.](#) Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development Committee re: Demolition Assistance for 412 1st Avenue NE
- [28.](#) Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development re: acceptance of property located at 15 5th Avenue SW

Committee Reports

- [29.](#) Report from Cantrell on May Park and Recreation Commission meeting
- [30.](#) Report from Stewart on May Airport Board meeting

Council Updates

Mayor's Report

City Attorney's Report

- [A.](#) City Attorney's Report

City Administrator's Report

- [A.](#) City Administrator's Report

Adjournment

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



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
May 24, 2021 - 6:00 PM

Pledge of Allegiance

Call to Order by Mayor DeVore at 6:00 P.M.

Roll Call	Present:	Payne, Fisk, Cantrell, Weber, Stewart, Seeders
	Also Present:	Mulfinger, Rigdon, Dillon
	Absent:	None

Additions or Deletions

A motion was made by Weber, seconded by Cantrell to adopt the Agenda as presented. All voted aye.

Motion Carried

Citizens Public Comments

Tracy Sweet 116 1st Avenue NW, in lieu of the recent thefts and teen arrests she would like to see more police presence and awareness programs to help the youth of Oelwein. Can we do more? She thanked Chief Logan for what they do now in the community.

Chief Logan stated today the community has 3,000 more calls to dispatch than in 2009. The community, schools, and parents all need to be part of the solution.

Mark March, 1105 North Frederick thanked council for temporary certificate of occupancy.

Consent Agenda

1. Consideration of a motion to approve the minutes of the May 10, 2021 Council meeting
2. Consideration of a motion to approve the minutes of the May 12, 2021 Special Council meeting
3. Claims Resolution in the amount of \$617,478.43
4. Consideration of a Class 'C' Liquor, Outdoor Service and Sunday Sales renewal for Leo's Italian Restaurant
5. Consideration of a motion approving Pay Request No. 1 to Bacon Concrete, LLC in the amount of \$7,182.00 for work completed on Segment 1 Trail Improvements
6. Consideration of a motion approving payment to Fehr Graham in the amount of \$4,502.25 for work completed on Segment 1 Trail Improvements project
7. Consideration of a motion approving payment to Ken's Electric, Inc. in the amount of \$100,000.00 for Material Purchase for Geo Installation at the Oelwein Police Department

A motion was made by Fisk, seconded by Payne to adopt the Consent Agenda. All voted aye.

Motion Carried

Public Hearing

8. Public Hearing on proposed rezoning of 1105 North Frederick from C2 Commercial to R1 Residential

Mayor DeVore opened the Public Hearing. No verbal or written comments were received. Mayor DeVore closed the hearing.

9. Public Hearing on Fiscal Year 2020-2021 Budget Amendment

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

Ordinances

10. Consideration of a motion to suspend the rules and adopt an ordinance to reclassify real estate on the first and final reading

A motion was made by Fisk, seconded by Cantrell to suspend the rules.

Ayes: Payne, Fisk, Cantrell, Weber, Stewart, Seeders

Nays: None

Motion Carried

11. Consideration of an Ordinance Amending Oelwein Zoning Ordinance to Reclassify Real Estate commonly known as 1105 North Frederick, Oelwein, Fayette County, Iowa from C-2 Highway Commercial to R-1 Residential - First and Final Reading

A motion was made by Seeders, seconded by Cantrell to adopt Ordinance No. 1187.

Ayes: Payne, Fisk, Cantrell, Weber, Stewart, Seeders

Nays: None

Motion Carried

12. Consideration of an Ordinance Amending Section 22-70 to Change Speed Zones on 10th Street SE/Old Road - First Reading

A motion was made by Seeders, seconded by Weber to adopt the first reading.

Ayes: Payne, Fisk, Cantrell, Weber, Stewart, Seeders

Nays: None

Motion Carried

13. Consideration of an Ordinance Amending Water and Sewer Rates, Chapter 7 of the Code of Ordinances of the City of Oelwein, Iowa – First Reading

A motion was made by Fisk, seconded by Cantrell to adopt the first reading.

Ayes: Payne, Fisk, Cantrell, Weber, Seeders

Nays: Stewart

Motion Carried

Resolutions

14. Consideration of a Resolution Authorizing Mayor and City Administrator to Deliver to the Fayette County Commissioner of Elections a Request to Submit the Question of an Extension of the Local Option Sales and Service Tax to the Qualified Electors of the City of Oelwein, Iowa, on November 2, 2021

A motion was made by Seeders, seconded by Cantrell to adopt Resolution No. 5277-2021.

Ayes: Payne, Fisk, Cantrell, Weber, Stewart, Seeders

Nays: None

Motion Carried

15. Consideration of a Resolution to adopt Fiscal Year 2020-2021 Budget Amendment

A motion was made by Fisk, seconded by Weber to adopt Resolution No. 5278-2021.

Ayes: Payne, Fisk, Cantrell, Weber, Stewart, Seeders

Nays: None

Motion Carried

Motions

16. Consideration of a motion approving Architectural and Project Management Services with Martin Gardner Architecture for Home for Iowa Project

A motion was made by Fisk, seconded by Stewart to approve the Management Services. All voted aye.

Motion Carried

This second Homes for Iowa property will be a narrow house reversed style with three bedrooms, 2 baths, full basement, added mud room and garage located at 20 2nd Avenue NW to delivered in August, 2021.

17. Consideration of a Motion to Authorize the Mayor's Signature on an Agreement with Fayette County for Dispatching Services

A motion was made by Payne, seconded by Weber authorizing signatures. All voted aye.

Motion Carried

18. Consideration of a Motion to Accept Grant Funding from the State 911 Council for the Merging of Dispatch Centers with the Fayette County Sheriff's Office

A motion was made by Weber, seconded by Cantrell to accept funding. All voted aye.

Motion Carried

19. Discussion and Consideration to Authorize Expenditures for Dispatch Merger

A motion was made by Fisk, seconded by Payne authorizing expenditures. All voted aye.

Motion Carried

20. Consideration of a Motion Authorizing Purchase of Fire Gear in the Amount of 14,343.00

A motion was made by Fisk, seconded by Stewart to authorize the purchase. All voted aye.

Motion Carried

21. Consideration of a motion authorizing signatures on Software Purchase Agreement with Civic Systems for miTime Software in the amount of \$8,800.00

A motion was made by Fisk, seconded by Weber authorizing signatures. All voted aye.

Motion Carried

22. Consideration of a motion authorizing signatures on FAA Agreement for Transfer of Entitlements to City of Iowa City and City of Ames

A motion was made by Seeders, seconded by Fisk authorizing signatures. All voted aye.

Motion Carried

Committee Reports

23. Report from Payne on May Library Board meeting

The full minutes can be found at

https://www.oelwein.lib.ia.us/application/files/7216/2086/5295/Minutes_May_11_2021.pdf

Mayor's Report

Mayor DeVore and City Administrator Mulfinger attended the 911 Dispatch meeting regarding Fayette County and City of Oelwein dispatch merger Monday, May 24th.

City Attorney's Report

Dillon is working on a trash lease ordinance and working with Black Hawk Waste on cameras.

City Administrator's Report

Iowa Department of Transportation study on Highway 150 from Urbana to Oelwein came to fruition from the workings of Highway 150 Coalition Committee led by Dylan Mulfinger, Oelwein City Administrator for a Super 2 Highway.

Adjournment

A motion was made by Seeders, seconded by Weber to adjourn at 6:50 P.M. All voted 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 May 24, 2021 and copy of said proceedings was furnished to the Register May 25, 2021.

Dylan Mulfinger, City Administrator

City

Item 2.

CHANGE ORDER

No.: 1

Date of Issuance: May 29, 2021 Effective Date: May 29, 2021

Owner: City of Oelwein

Contractor: Bacon Concrete, LLC.

Contract:

Project: Segment 1 Trail Improvements

Owners Contract No.: Engineer's Project No.: 19-1124

Engineer: Fehr Graham - Jon Biederman, PE, LSI

You are directed to make the following changes in the Contract Documents:

Description:

Actual quantities used/

Reason for Change Order:

See attached sheet

Attachments: (List documents supporting change):

1. Contract Changes for Project

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price

\$ 363,674.01

Previous Change Orders No.

NA To No. NA
\$ NA

Contract Price prior to this Change Order

\$ 363,674.01

Net Increase of this Change Order

\$ 106.34

Contract Price with all approved Change Orders

\$ 363,780.35

Original Contract Times

September 3, 2021 days or dates

Net change from previous Change Orders

NA days

Contract Time prior to this Change Order

September 3, 2021 days

Net Increase (Decrease) of this Change Order

NA days or date

Contract Time with all approved Change Orders

September 3, 2021 days or date

APPROVED: City of Oelwein

Brett DeVore

MAYOR

By:

(Signature)

Date

ACCEPTED: Bacon Concrete, LLC

Cory Bacon

CONTRACTOR

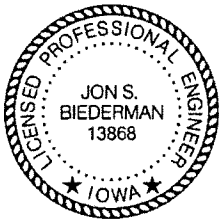
By:

Cory Bacon

(Signature)

06/02/2021

Date



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Jon Biederman

06/02/2021

Jon S. Biederman, PE
License Number 13868

Date

My license renewal date is December 31, 2022.
Pages covered by this seal: Change Order #1

Contract Changes for Segment 1 Trail Improvements, Oelwein, Iowa
 Project Number 19-1124 - Letting Date February 19, 2021
 Prepared by Fehr Graham

CHANGE ORDER - SUMMARY OF COST							
NO.	ACTION	ITEM	QUANTITY	UNIT	PRICE/UNIT	DECREASE	INCREASE
DIVISION 1							
21.1	Decrease	RIP RAP, CLASS E	0.17	TON	\$26.00	-\$4.42	
DIVISION 2							
32.2	Increase	RIP RAP, CLASS E	4.26	TON	\$26.00		\$110.76
TOTALS						-\$4.42	\$110.76
TOTAL CHANGE ORDER COST							\$106.34

Justification:

- Item 21.1: Actual quantity.
 - Item 32.2: Actual quantity.
-
-
-
-
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-
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PARTIAL PAY ESTIMATE NUMBER TWO
 SEGMENT 1 TRAIL IMPROVEMENTS, OELWEIN, IOWA
 PROJECT NUMBER 19-1124

City

Name of Contractor:		Name of Owner:		Amount of Contract:		Dates of Estimate:			
Bacon Concrete, LLC PO Box 188, Postville, IA 57		City of Oelwein 20 2nd Avenue SW, Oelwein, IA 50662		Original: \$ 363,674.01 Revised: \$ 363,780.35		From: April 25, 2021 Through: May 29, 2021			
Date of Completion:		Original: September 3, 2021		Revised:					
BID ITEMS - DIVISION 1									
Item	Code	Description	Quantity	Unit	Unit Price	This Period Quantity	This Period Amount	Total To Date Quantity	Total To Date Amount
1.1	2010-C	CLEARING AND GRUBBING	1	LS	\$ 1,200.00	0.2	\$ 240.00	1	\$ 1,200.00
2.1	2010-E	EXCAVATION, CLASS 10	94	CY	\$ 9.75	94	\$ 916.50	94	\$ 916.50
3.1	2010-I	SUBBASE, MODIFIED, 4" THICK	589	SY	\$ 3.75	589	\$ 2,208.75	589	\$ 2,208.75
4.1	4040-A	SUBDRAIN, HDPE, 4" DIA	75	LF	\$ 11.75	75	\$ 881.25	75	\$ 881.25
5.1	5010-E-1	WATER SERVICE PIPE, 3/4" COPPER	30	LF	\$ 31.00	30	\$ 930.00	30	\$ 930.00
6.1	5010-999-A	INSTALLATION OF DRINKING FOUNTAIN	1	EA	\$ 500.00		\$ -		\$ -
7.1	7010-A	PAVEMENT, PCC, 6" THICK	20	SY	\$ 58.00		\$ -		\$ -
8.1	7010-E	CURB AND GUTTER, PCC, 30" WIDE, 6" THICK	25	LF	\$ 31.00	25	\$ 775.00	25	\$ 775.00
9.1	7030-A	REMOVAL OF SIDEWALK	333	SY	\$ 6.75	333	\$ 2,247.75	333	\$ 2,247.75
10.1	7030-B	REMOVAL OF CURB	25	LF	\$ 12.00	25	\$ 300.00	25	\$ 300.00
11.1	7030-C	SHARED USE PATH, PCC, 5" THICK, 8' WIDE	473	SY	\$ 41.00		\$ -		\$ -
12.1	7030-C	SHARED USE PATH, PCC, 6" THICK, REINFORCED, 8' WIDE	59	SY	\$ 53.00		\$ -		\$ -
13.1	7030-G	DETECTABLE WARNING	16	SF	\$ 52.00		\$ -		\$ -
14.1	7030-999-A	BRIDGE ABUTMENT CONNECTION	1	LS	\$ 700.00	1	\$ 700.00	1	\$ 700.00
15.1	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 500.00	0.4	\$ 200.00	0.4	\$ 200.00
16.1	8040-B	REMOVE AND REINSTALL SIGN PER PLAN	1	EA	\$ 300.00		\$ -		\$ -
17.1	8040-C	STEEL BREAKAWAY SIGN POSTS	36	LF	\$ 13.00		\$ -		\$ -
18.1	8040-D	SIGNS, SHEET ALUMINUM	8.11	SF	\$ 27.00		\$ -		\$ -
19.1	8040-E	SIGN, INSTALL	3	EA	\$ 40.00		\$ -		\$ -

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
20.1	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.3	AC	\$ 5,000.00		\$ -		\$ -
21.1*	9040-J	RIP RAP, CLASS E	133.74	TON	\$ 26.00	133.74	\$ 3,477.24	133.74	\$ 3,477.24
22.1	9040-R	TURE REINFORCEMENT MATS, TYPE 3	1.5	SQ	\$ 300.00		\$ -		\$ -
23.1	9072-A	COMBINED CONCRETE SIDEWALK AND RETAINING WALL, 6" THICK, REINFORCED	4	CY	\$ 595.00		\$ -		\$ -
24.1	11,010-A	CONSTRUCTION SURVEY	1	LS	\$ 2,400.00	1	\$ 2,400.00	1	\$ 2,400.00
25.1	11,020-A	MOBILIZATION	1	LS	\$ 3,500.00	1	\$ 3,500.00	1	\$ 3,500.00
		BID ITEMS - DIVISION 2							
1.2	2010-C	CLEARING AND GRUBBING	1	LS	\$ 5,500.00	0.1	\$ 550.00	1	\$ 5,500.00
2.2	2010-E	EXCAVATION, CLASS 10	2446	CY	\$ 8.75	2446	\$ 21,402.50	2446	\$ 21,402.50
3.2	2010-F	CORE OUT EXCAVATION	150	CY	\$ 8.75	112	\$ 980.00	112	\$ 980.00
4.2	2010-I	SUBBASE, MODIFIED, 4" THICK	72	SY	\$ 3.65		\$ -		\$ -
5.2	2010-I	SUBBASE, MODIFIED, 6" THICK	4669	SY	\$ 5.45	4669	\$ 25,446.05	4669	\$ 25,446.05
6.2	2010-J-2-c	REMOVAL OF KNOWN PIPE CULVERT	40	LF	\$ 22.00	40	\$ 880.00	40	\$ 880.00
7.2	2010-M	STABILIZATION MATERIAL	300	TON	\$ 18.00	218	\$ 3,924.00	218	\$ 3,924.00
8.2	4030-A-1	PIPE CULVERT, TRENCHED, RCP, 12" DIA.	106	LF	\$ 42.00	106	\$ 4,452.00	106	\$ 4,452.00
9.2	4030-A-1	PIPE CULVERT, TRENCHED, RCP, 15" DIA.	66	LF	\$ 48.00	66	\$ 3,168.00	66	\$ 3,168.00
10.2	4030-A-1	PIPE CULVERT, TRENCHED, RCP, 42" DIA. EQUIVALENT	24	LF	\$ 150.00	24	\$ 3,600.00	24	\$ 3,600.00
11.2	4030-B	PIPE APRON, RCP, 12" DIA.	6	EA	\$ 550.00	6	\$ 3,300.00	6	\$ 3,300.00
12.2	4030-B	PIPE APRON, RCP, 15" DIA.	2	EA	\$ 610.00	2	\$ 1,220.00	2	\$ 1,220.00
13.2	4030-B	PIPE APRON, RCP, 42" DIA. EQUIVALENT	2	EA	\$ 1,700.00	2	\$ 3,400.00	2	\$ 3,400.00
14.2	4030-C	FOOTINGS FOR CONCRETE PIPE APRONS (42" EQUIV. RCP)	2	EA	\$ 1,500.00	2	\$ 3,000.00	2	\$ 3,000.00
15.2	7030-A	REMOVAL OF SIDEWALK	16	SY	\$ 8.00		\$ -		\$ -
16.2	7030-C	SHARED USE PATH, PCC, 5" THICK, 8' WIDE	3136	SY	\$ 41.00		\$ -		\$ -
17.2	7030-C	SHARED USE PATH, PCC, 6" THICK, 8' WIDE, REINFORCED	89	SY	\$ 53.00		\$ -		\$ -
18.2	7030-C	SHARED USE PATH, PCC, 7" THICK, 8' WIDE, REINFORCED	185	SY	\$ 62.00		\$ -		\$ -
19.2	7030-C	SHARED USE PATH, PCC, 8" THICK, 8' WIDE, REINFORCED	272	SY	\$ 69.00		\$ -		\$ -

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
20.2	7030-E-0	SIDEWALK, PCC, 5" THICK	61	SY	\$ 43.00		\$ -		\$ -
21.2	7030-G	DETECTABLE WARNING	62	SF	\$ 52.00		\$ -		\$ -
22.2	7030-H-2	DRIVEWAY, GRANULAR	38	TON	\$ 17.00		\$ -		\$ -
23.2	7040-H-0	PAVEMENT REMOVAL	31	SY	\$ 8.00		\$ -		\$ -
24.2	7040-O-0	PATCHES, SURFACE, CRUSHED STONE	43	TON	\$ 19.00	30	\$ 570.00	30	\$ 570.00
25.2	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 1,850.00	0.5	\$ 925.00	0.5	\$ 925.00
26.2	8040-B	REMOVE AND REINSTALL SIGN PER PLAN	4	EA	\$ 300.00		\$ -		\$ -
27.2	8040-C	STEEL BREAKAWAY SIGN POSTS	350	LF	\$ 11.00		\$ -		\$ -
28.2	8040-D	SIGNS, SHEET ALUMINUM	78.22	SF	\$ 27.00		\$ -		\$ -
29.2	8040-E	SIGN, INSTALL	30	EA	\$ 40.00		\$ -		\$ -
30.2	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 1 PERMANENT LAWN MIX)	1.75	AC	\$ 5,000.00		\$ -		\$ -
31.2	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 4 URBAN TEMPORARY EROSION CONTROL MIXTURE)	1.75	AC	\$ 5,000.00		\$ -		\$ -
32.2*	9040-J	RIP RAP, CLASS E	35.17	TON	\$ 26.00	35.17	\$ 914.42	35.17	\$ 914.42
33.2	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	100	LF	\$ 4.50		\$ -		\$ -
34.2	9040-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	100	LF	\$ 1.75		\$ -		\$ -
35.2	9040-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	100	LF	\$ 2.25		\$ -		\$ -
36.2	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	175	SY	\$ 7.00		\$ -		\$ -
37.2	9060-E	REMOVAL OF FENCE	155	LF	\$ 4.00	155	\$ 620.00	155	\$ 620.00
38.2	9999-A	CHURCH SIGN RELOCATION	1	LS	\$ 2,200.00	1	\$ 2,200.00	1	\$ 2,200.00
39.2	11,010-A	CONSTRUCTION SURVEY	1	LS	\$ 11,000.00	0.85	\$ 9,350.00	1	\$ 11,000.00
40.2	11,020-A	MOBILIZATION	1	LS	\$ 15,000.00	1	\$ 15,000.00	1	\$ 15,000.00
TOTAL BID ITEMS							\$ 123,678.46		\$ 131,238.46

* Modified by Contract Change Order

PARTIAL PAY ESTIMATE NUMBER TWO
 SEGMENT 1 TRAIL IMPROVEMENTS, OELWEIN, IOWA
 PROJECT NUMBER 19-1124

This Period	Retainer	Total to Date
\$ 123,678.46	5.00% Amount Earned	\$ 131,238.46
\$ 6,183.92	Amount Retained	\$ 6,561.92
XXXXXXXXXXXXXXXXXXXX	Previous Payments	\$ 7,182.00
\$ 117,494.54	Amount Due	\$ 117,494.54

Estimated Percent of Job Completed

36.08%

Is Contractor's Construction Progress on Schedule?

Yes

Submitted By:

Bacon Concrete, LLC

City of Oelwein, Iowa

By: *Cory Bacon* Date: 06/02/2021

By: Brett DeVore, Mayor Date:

Recommended By:

Fehr Graham

By: Dylan Mulfinger, City Administrator Date:

By: *Jon Biederman* Date: 06/02/2021
 Jon Biederman, Project Engineer

Invoice

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

Dylan Mulfinger
 City of Oelwein, Iowa
 20 2nd Avenue SW
 Oelwein, IA 50662-2241

Remit Payment to:
 101 W. Stephenson Street
 Freeport, IL 61032
 Phone: 815-235-7643

May 31, 2021
 Invoice No: 100917

Purchase Order:

Project 19-1124 Segment 1 Trail Improvements

Reviewed concept preparation, initial property boundary location, discussion with D&W railroad, site meeting to review trail routing, review of Segment 1a (Aquatic Center) trail, property boundary and right of way determination, topographic survey of Segment 1a & 1c, preliminary design of Segments 1a, 1b & 1c. Modification to trail route for connection to 2nd St. NW and 4th Ave. NW including additional topographic survey, plan modification to remove trail from Iowa Northern property, final plan preparation, contract document preparation, construction coordination and site visits.

Professional Personnel

	Hours	Amount	
Justin Boehm - Assoc Engineering Tech	18.50	1,498.00	
Jon Biederman - Branch Manager	9.00	1,575.00	
Mason Ward - Engineering Intern	10.00	500.00	
Amy Cabalka - Engineering Technician	1.00	68.00	
Bernadine Martin - Project Assistant	.75	54.00	
Jon Biederman - Senior Project Manager	13.50	2,389.50	
Ryan Sterneke - Survey Technician	6.50	390.00	
Total Labor			6,474.50

Other Reimbursable Expenses

CAD Equipment (\$10/Hour)		10.00	
Total Other Reimbursable Expenses		10.00	10.00

INVOICE TOTAL: \$6,484.50

ORDINANCE NO. ____

AN ORDINANCE AMENDING WATER AND SEWER RATES, CHAPTER 7 OF THE CODE OF ORDINANCES OF THE CITY OF OELWEIN, IOWA

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

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012, and subsequent amendments, be amended, by deleting Section 7-2 (9) and replacing it with the following:

9. Normal domestic wastewater shall mean wastewater that has a BOD concentration of not more than two hundred twenty (220). A total suspended solids concentration of not more than two hundred fifty (250) mg/l and a TKN concentration of not more than thirty-five (35) mg/l.

Section 2. That the General Ordinances of the City of Oelwein adopted July 1, 2012, with subsequent amendments, be amended by deleting Section 7-2 (27) and replacing it with the following:

27. Total Suspended solids shall mean solids that either float on the surface, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

Section 3. That the General Ordinances of the City of Oelwein adopted July 1, 2012, with subsequent amendments, be amended by deleting Section 7-10 in its entirety and replacing it as follows:

SECTION 7-10 WATER RATES

1. Prior to the First of May of each year, the City Administrator shall submit the rate schedule to City Council for review.

2. The following rates shall be effective July 1, 2021, until adjusted pursuant to subparagraph (1), above:

A.	Infrastructure Fee per account:	July 1, 2021	\$4.00 per month
		July 1, 2022	\$2.00 per month
		July 1, 2023	\$.00 per month

B. Deleted.

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

Fiscal Year	Minimum for 75 cubic feet	Rate over 75 cubic feet per 100 cubic feet
2021-2022	\$9.97	\$3.98
2022-2023	\$11.17	\$4.46
2023-2024	\$12.51	\$5.00
2024-2025	\$12.76	\$5.10
2025-2026	\$13.02	\$5.20

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

B. Charges for water furnished to users located outside the boundaries of the City of Oelwein:

Fiscal Year	Minimum for 75 cubic feet	Rate over 75 cubic feet per 100 cubic feet
2021-2022	\$19.17	\$7.92
2022-2023	\$21.47	\$8.87
2023-2024	\$24.05	\$9.93
2024-2025	\$24.53	\$10.13
2025-2026	\$25.02	\$10.33

Section 4. That the General Ordinances of the City of Oelwein adopted July 1, 2012, with subsequent amendments, be amended by deleting Section 7-27 and replacing it with the following:

SECTION 7-27. WATER TAPS.

All taps into the municipal water mains shall be made by the utility superintendent, or their designee. Allowable tap sizes shall be determined by the city. No water main shall receive larger than a one-inch (1”) tap. All taps on the side of the main shall be at least eighteen inches (18”) apart. Taps on opposite sides of the main shall not be within four (4”) inches of a point opposite any pre-existing tap. Water mains must be tapped near the mid-point between the top and bottom of said main and more than twelve inches from an existing bell or hub. The tapping fee shall be set by city council by resolution.

Section 5. That the General Ordinances of the City of Oelwein adopted July 1, 2012, with subsequent amendments, be amended by deleting Section 7-41 in its entirety and replacing it as follows:

SECTION 7-41 SAME -- SURCHARGES: SCHEDULES

1. Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the city’s sewage treatment works, or any user which discharges any substance which is singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance or replacement of the treatment works, shall pay for such increased costs. The charge of each such user shall be as determined by the responsible plant operating personnel and approved by the city council by city resolution.

2. For those contributors who contribute wastewater, the strength of which is greater than normal domestic sewage a surcharge in addition to the normal user charge will be collected. This additional concentration is multiplied against the monthly flow and number of days to calculate the pounds for surcharge. The surcharge for operation and maintenance including replacement fee shall be established by council resolution.

Any wastewater contributor accounts listed on the City’s DNR wastewater Operating permit and/or requiring special effluent testing shall reimburse the City or pay the testing laboratory directly for the actual costs of said special tests as well as any engineering services required by the City in determining acceptance of this effluent.

Discharges approved by the City, not originating from the city metered source discharged to the City’s sewage treatment works, shall be calculated and charged using the rate of 7-10 B “Charges for water furnished to user located outside the boundaries of the City of Oelwein:” This will be in addition to any fees for required testing, surcharges or required engineering services to gain approval of the discharge.

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

Fiscal Year	Minimum for 75 cubic feet	Rate over 75 cubic feet per 100 cubic feet
2021-2022	\$15.91	\$6.62
2022-2023	\$16.71	\$6.95
2023-2024	\$17.55	\$7.30
2024-2025	\$17.90	\$7.45
2025-2026	\$18.25	\$7.60

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

B. Charges for sewer furnished to users located outside the boundaries of the City of Oelwein:

Fiscal Year	Minimum for 75 cubic feet	Rate over 75 cubic feet per 100 cubic feet
2021-2022	\$34.16	\$6.62
2022-2023	\$35.87	\$6.95
2023-2024	\$37.66	\$7.30
2024-2025	\$38.41	\$7.44
2025-2026	\$39.18	\$7.60

Section 6. That the General Ordinances of the City of Oelwein adopted July 1, 2012, with subsequent amendments, be amended by deleting Section 7-70 (5) and replacing it with the following:

5. All taps into the municipal sanitary sewer mains shall be made by the Utility Superintendent, or their designee. The tapping fee shall be set by city council by resolution.

Section 7. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This ordinance shall become effective July 1, 2021.

First reading - May 24, 2021
Second reading -
Third reading -

Passed and adopted by the City Council of the City of Oelwein, Iowa, this _____ day of _____, 2021

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

Dylan Mulfinger, City Administrator

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

AYES NAYS ABSENT ABSTAIN

- Stewart
- Seeders
- Weber
- Cantrell
- Fisk
- Payne

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

AYES NAYS ABSENT ABSTAIN

- Stewart
- Seeders
- Weber
- Cantrell
- Fisk
- Payne

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

AYES NAYS ABSENT ABSTAIN

- Stewart
- Seeders
- Weber
- Cantrell
- Fisk
- Payne

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 22-70
TO CHANGE SPEED ZONES ON 10TH STREET SE/OLD ROAD

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

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by deleting Section 22-70 (JJ) and Section 22-70 (MM) and replacing them as follows:

Section 22-70. MAXIMUM SPEEDS – SPECIFIED FOR SPECIFIC AREA

JJ. Thirty-five (35) miles per hour on Old Road from a point four-hundred thirty-seven (437) feet east of the intersecting bike trail to Outer Road for east and westbound traffic.

MM. Twenty Five (25) miles per hour on 10th Street SE between Rock Island Road and a point four-hundred thirty-seven (437) feet east of the intersecting bike trail to Outer Road for east and west bound traffic.

Section 2. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This Ordinance shall become effective upon its passage.

First reading – May 24, 2021
Second reading –
Third reading –

Passed and adopted by the City Council of the City of Oelwein, Iowa, this _____ day of _____, 2021.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

Dylan Mulfinger, City Administrator

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

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 16 GARBAGE AND TRASH,
SECTION 16-9 DUTY TO DISPOSE

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

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by deleting Section 16-9 and replacing it as follows:

Section 16-9. DUTY TO DISPOSE

1. Regarding regularly placed receptacles.

1) The current waste collection provider shall notify each residential customer who violates size requirements, overflow rules, contaminated recycling or other violations of the rules issued from time to time by the city regarding trash collection via a written warning placed on the collection cannister or on the front door of the residence. A copy of the notice shall be provided to the city as its policy directs.

2) It is a presumption that the resident is in violation of the rules and that presumptions must be overcome by the resident should the resident desire to dispute the violation.

3) Failure to comply with the rules as promulgated shall be subject to a municipal infraction and the penalties imposed as authorized by the rules regulating municipal infractions.

Section 2. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This Ordinance shall become effective upon its passage.

First reading – June 14, 2021
Second reading –
Third reading –

Passed and adopted by the City Council of the City of Oelwein, Iowa, this _____ day of _____, 2021.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

Dylan Mulfinger, City Administrator

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

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
Payne

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

	AYES	NAYS	ABSENT	ABSTAIN
M Weber				
Cantrell				
Fisk				
Stewart				
Seeders				
Payne				

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

	AYES	NAYS	ABSENT	ABSTAIN
M Weber				
Cantrell				
Fisk				
Stewart				
Seeders				
Payne				

Overflow Container

Black Hawk Waste will provide the city with a picture and date of each property with an overflowing container. This picture shall be sent by email to the Community Development Administrative Assistant. The Admin will note the account then send out the code enforcement officer. The Code enforcement officer will provide a door hanger. The resident may dump the next week provided their can is not overflowing.

On the second violation the City will hang a tag again and remind them that they must not overflow their can.

On the third violation, the city will charge a municipal infraction.

Recycling Contamination

On the first violation the City will hang a door tag explaining their violation.

On the second violation the City will hang a door tag explaining their violation.

On the third violation, the city will charge a municipal infraction.

Missed Pickup

Black Hawk Waste will track missed pickups and identify if certain houses develop a recurring problem. The City will not require Black hawk to go back provided they have a list updated each month of residents that miss their pickup and pictures showing no can is present at the time of pickup.

Yard Waste

On the first violation the City will hang a door tag explaining their violation. The door tag will explain the Yard Waste Site.

On the second violation the City will hang a door tag explaining their violation. The door tag will explain the Yard Waste Site.

On the third violation the City will charge the resident with a municipal infraction.

SECTION 16-14. DISPOSAL OF YARD WASTE.

Proposed, not formally adopted

Item 7.

Door Hanger

Date of Violation

Type of Violation

All household garbage may be disposed of for free at the Fayette County Transfer Station at 10275 Kornhill Rd, Fayette, IA 52142. Monday – Friday 8:00am - 3:00pm 2nd and 4th Saturday of Month 8:00am - 11:00am

For a full listing of disposal and prices: <https://fayettecounty.iowa.gov/departments/transfer-station/>

To the Mayor and Council,

Hello, The Oelwein Fire Department water ball committee would like to request the closure of the 100 block of North Frederick. This would be from the corner of 1 st street and North Frederick Ave to about the old Casey's General store building. This closure would be between 10:00am to about 4:00pm. The date of the closure would be August 21st 2021. This is the same place we held it in 2019. The committee also requests the use of 8-10 barricades to close the street. We are planning on talking to Bodensteiner Implement to see if they will donate 2 tractors to use as anchors for the waterball set up. If this isn't possible, we would also request to use 2 dump trucks, filled with either rock or sand.

This event usually brings in around 60 people from surrounding towns, plus draws a crowd from local residents.

We thank you for your consideration,

Matt Derifield
Oelwein Fire Department Waterball Committee Chair.
319-238-0389

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PUBLIC WAYS OR GROUNDS FOR OELWEIN FIRE DEPARTMENT

WHEREAS, Iowa Code Section 364. 12 (2) states that " a city shall keep all public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares, and commons open, in repair, and free from nuisance, with the following exceptions "; and

WHEREAS, Iowa Code Section 364. 12 (2) (a) states that "Public ways and grounds may be temporarily closed by resolution "; and

WHEREAS, Oelwein Fire Department have requested temporarily closure of streets and parks for the following events, locations and times:

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa that

Event	Location of Street Closures	Date & Time
Fire Department Water Ball	100 Block of North Frederick (intersection of Frederick and 1 st Street north to 120 North Frederick {old Casey's})	August 21, 2021 10:00 A.M. – 4:00 P.M.

Oelwein Fire Department Water Ball organizers are authorized to temporarily close the aforementioned requested streets.

Passed and Approved this _____ day of June, 2021.

Brett DeVore, Mayor

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

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

City Administrator

- Weber
- Payne
- Cantrell
- Seeders
- Stewart
- Fisk

Rec'd 6/7/21

Item 9.

City of Delwin:

Re: Regarding to the lot for sale at
9 4th St N.E. Delwin, IA 50662

I am interested in purchasing
the lot, with speaking to Jay Shekleton
from Delwin. It is my understanding
that this lot could be purchased from the
city of Delwin for a total cost of \$704.00

Enclosed is a check for \$704.00
for the purchase of the lot at 9 4th St N.E.

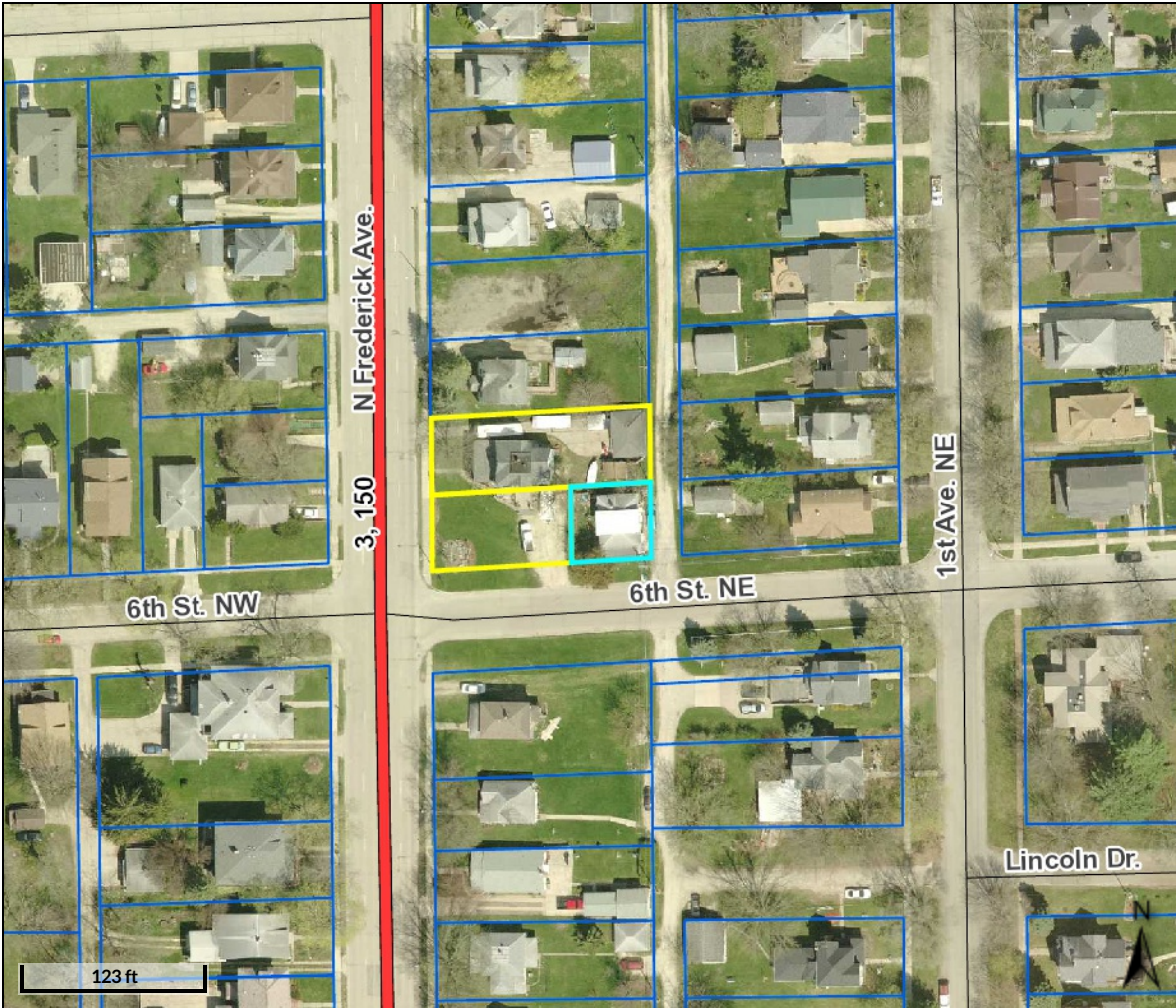
Thank you for your consideration
in this matter.

Patricia S. Hanson

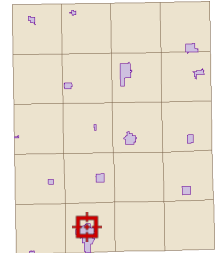
6-7-2021

319-830-0376 cell

9 6th Street NE



Overview



Legend

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

Parcel ID	1816459009	Alternate ID	n/a	Owner Address	Oelwein, City Of
Sec/Twp/Rng	16-91-9	Class	R		City Hall 20 2nd Ave. SW
Property Address	9 6TH ST. NE	Acreeage	n/a		Oelwein, IA 50662-
	OELWEIN				
District	OELWEIN OELWEIN INC				
Brief Tax Description	E 52' LOT 8 BLK 24				
	OELWEIN LAND CO ADD				
	(Note: Not to be used on legal documents)				

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

Date created: 6/8/2021
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RESOLUTION NO. _____

RESOLUTION DIRECTING THE SALE OF THE CITY'S INTEREST IN 9 6TH STREET NE, OELWEIN, FAYETTE COUNTY, IOWA

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

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

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

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

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

9 6TH STREET NE LEGALLY DESCRIBED AS THE EAST 52 FEET OF LOT 8, BLOCK 24, OELWEIN LAND COMPANY'S FIRST ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA

To: Patricia S. Larson

For the sum of \$704.00 and other valuable consideration.

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

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

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 14th day of June, 2021.

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

- M Weber
- Stewart
- Cantrell
- Seeders
- Fisk
- Payne

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2021.

City Administrator

Engineer's Statement of Completion

Project: Wings East Pavement Improvements	Date of Contract: July 10, 2020
Owner: City of Oelwein	Owner's Contract No.: N/A
Engineer: FOX Engineering	Engineer's Project No.: 1022-18A
Contractor: Lodge Construction, Inc.	

I hereby state that the construction of **Wings East Pavement Improvements Project**, by a Contract dated **July 10, 2020** has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on May 19, 2021. The Contract completion date is April 16, 2021.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is \$27,410.95.

The derivation of this total amount is from the original contract price with the addition of three change orders and 5 field orders.

Ninety-five percent (95%) of the total amount due to the Contractor should be paid after the acceptance of the construction by resolution of the City Council. The remaining five percent (5%) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates

By: *Jessica M. B. Fisher*

Iowa Registration No.: 19947

Date: 6/8/21

FOX PN: 1022-18A

Distribution:

- Engineer
- Contractor
- Owner

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Date
Signed: _____

Title: _____

Attest: _____

MINUTES OF MEETING TO ACCEPT WORK

421044-42 (A&L)

Oelwein, Iowa

June 14, 2021

A meeting of the City Council of the City of Oelwein, Iowa, was held at 6:00 p.m., on June 14, 2021, at the Oelwein City Hall, in the City. The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

It was reported that FOX Engineering Associates, Inc., the project engineers for the City's Wings East Pavement Improvements Project, had filed a certificate in accordance with Section 384.58 of the Code of Iowa showing that they had inspected the completed work and that the same had been performed in compliance with the terms of the contract pertaining to the Project, as follows:

(Attach hereto a copy of the Project Engineers' final estimate of cost and certificate of completion.)

Thereupon, Council Member _____ proposed and moved the adoption of the resolution accepting the work for such public improvement project.

The motion was seconded by Council Member _____ and after due consideration thereof by the Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said motion duly carried and the resolution adopted, as follows:

RESOLUTION NO. _____

Resolution Accepting Work Covering the Wings East Pavement Improvements Project

WHEREAS, FOX Engineering Associates, Inc. (the "Project Engineers"), the project engineers for the Wings East Pavement Improvements Project (the "Project") in the City of Oelwein, Iowa (the "City"), have duly filed a certificate in accordance with Section 384.58 of the Code of Iowa showing that they have inspected the completed work for the Project and that the same has been performed in compliance with the terms of the contract and showing the total cost thereof;

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

Section 1. It is hereby found and determined that the work of constructing the Project has been duly and fully completed by the contractor in accordance with the terms of the contract, and the same is hereby accepted and approved.

Section 2. It is hereby found and determined that the total cost of said Project is in the total amount of \$476,418.09, of which the sum of \$_____ shall be assessed against private property within the assessable district.

Section 3. Except for the amount being retained by the City pursuant to Chapter 573 of the Code of Iowa, which shall be paid to the contractor not less than 30 days after the acceptance of the work, the amount due the contractor is hereby ordered paid from available funds from which payment for the work may be made.

Section 4. The Project Engineers are hereby instructed to prepare the final schedule of assessments, as provided in Section 384.59 of the Code of Iowa.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 14, 2021.

Mayor

Attest:

City Clerk

• • • •

There being no further business to come before the meeting, it was upon motion and vote adjourned.

Mayor

Attest:

City Clerk

Date of Issuance: 6/14/21 Effective Date: 6/14/21
 Owner: City of Oelwein
 Contractor: Lodge Construction
 Engineer: FOX Engineering Engineer's Project No.: 1022-18A
 Project: Wings East Pavement Improvements Project

The Contract is modified as follows upon execution of this Change Order:

Adjustment of final quantities. Item Adjustments include:

- Decrease Item 2.03 Subgrade Preparation, 6-Inch in the amount of 4 SY @ \$2.00/SY = (\$8.00)
- Decrease Item 3.01 Trench Foundation in the amount of 50 Ton @ \$14/Ton = (\$700.00)
- Decrease Item 4.03 Footing Drain Collector, PVC, 4-Inch in the amount of 77 LF @ \$13/LF = (\$1,001.00)
- Decrease Item 4.04 Footing Drain Cleanout, PVC, 4-Inch in the amount of 1 EA @ \$500.00/EA = (\$500.00)
- Decrease Item 4.05 Footing Drain Connection in the amount of 2 EA @ \$400.00/EA = (\$800.00)
- Increase Item CO1 4.06 4-Inch Longitudinal Subdrain, Perforated, Type I in the amount of 20 LF @ \$13.00/LF = \$260.00
- Decrease Item CO1 4.06 Connect to Existing Tile, 4-Inch in the amount of 2 EA @ \$400.00/EA = (\$800.00)
- Increase Item CO1 4.07 Subdrain Cleanout in the amount of 1 EA @ \$500.00/EA = \$500.00
- Increase Item 7.01 Curb and Gutter, 36-Inch Width, 7-Inch Thickness in the amount of 22 LF @ \$31.00/LF = \$682.00
- Increase Item 7.02 Pavement, HMA 7-Inch in the amount of 14 SY @ \$40.00/SY = \$560.00
- Increase Item 7.04 HMA Overlay, Leveling Course in the amount of 66.64 Tons @ \$106.00/Ton = \$7,063.84
- Decrease Item 7.05 HMA Overlay, 1.0-Inch, Interlayer in the amount of 1,226 SY @ \$7.50/SY = (\$9,195.00)
- Decrease Item 7.06 HMA Overlay, 1.5-Inch, Surface Course in the amount of 212 SY @ \$8.50/SY = (\$1,802.00)
- Increase Item 7.09 Removal of Curb in the amount of 7 LF @ \$50.00/LF = \$350.00
- Increase Item 7.13 Driveway, Paved, PCC, 6-Inch in the amount of 18 SY @ \$52.00/SY = \$936.00
- Decrease Item 7.14 Subbase Over-Excavation in the amount of 39.5 Ton @ \$23.00/Ton = (\$908.50)
- Decrease Item FO3 7.18 Pavement, HMA 3-Inch in the amount of 8.5 Ton @ \$106.00/Ton = (\$901.00)
- Decrease Item 9.02 Filter Sock, 8-Inch in the amount of 103 LF @ \$3.00/LF = (\$309.00)
- Decrease Item 9.03 Filter Socks, Removal in the amount of 103 LF @ \$1.00/LF = (\$103.00)
- Decrease Item 11.03 Concrete Washout in the amount of 1 LS @ \$500.00/LS = (\$500.00)
- Decrease Item 12.01 Granular Surfacing, Class A in the amount of 31 Ton @ \$23.00/Ton = (\$713.00)
- Decrease Item 12.03 Fixture Adjustment, in the among of 1 EA @ \$680.00/EA = (\$680.00)
- Decrease Item CO1 12.04 Granular Surfacing, Modified in the amount of 100 Ton @ \$23.00/Ton = (\$2,300.00)

Total price decrease = \$10,868.66

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 448,671.40	Original Contract Times: Substantial Completion: <u>11/6/20</u> Ready for Final Payment: <u>11/20/20</u>
Increase from previously approved Change Orders \$ 38,615.35	Increase from previously approved Change Orders: Substantial Completion: <u>11/20/20</u> Ready for Final Payment: <u>12/4/20</u>
Contract Price prior to this Change Order: \$ 487,286.75	Contract Times prior to this Change Order: Substantial Completion: <u>12/8/20</u> Ready for Final Payment: <u>4/16/21</u>

Decrease this Change Order:

\$ 10,868.66

Increase of this Change Order:
Substantial Completion: N/A
Ready for Final Payment: N/A

Contract Price incorporating this Change Order:

\$ 476,418.09

Contract Times with all approved Change Orders:
Substantial Completion: 12/8/20
Ready for Final Payment: 4/16/21

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Jessica M. B. Fisher
Engineer (if required)

By: _____
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized)

Title: Project Engineer

Title: _____

Title: Estimator

Date: 6/8/21

Date: _____

Date: 6-8-21



Contractor's Application for Payment No. 4

Application Period: 01/06/2021 - 05/19/2021		Application Date: 6/14/2021
To (Owner): City of Oelwein	From (Contractor): Lodge Construction Inc.	Via (Engineer): FOX Engineering
Project: Wings East Pavement Improvements Project	Contract: Wings East Pavement Improvements Project	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 1022-18A

**Application For Payment
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions
	CO1	\$25,288.00	
	FO1	\$4,594.00	
	FO2	\$3,391.35	
	FO3	\$3,682.00	
	FO4	\$1,196.00	
	FO5	\$464.00	
	CO2		
	CO3		-\$10,868.66
TOTALS		\$38,615.35	-\$10,868.66
NET CHANGE BY CHANGE ORDERS		\$27,746.69	

1. ORIGINAL CONTRACT PRICE.....	\$ 448,671.40
2. Net change by Change Orders.....	\$ 27,746.69
3. Current Contract Price (Line 1 ± 2).....	\$ 476,418.09
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 476,418.09
5. RETAINAGE:	
a. 5% X \$476,418.09 Work Completed.....	\$ 23,820.90
b. X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 23,820.90
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 452,597.19
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 449,007.14
8. AMOUNT DUE THIS APPLICATION.....	\$ 3,590.05
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 23,820.90

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 6-8-21

Payment of: \$ 3,590.05
 (Line 8 or other - attach explanation of the other amount)

is recommended by: Justin M. B. Fisher 6/8/21
 (Engineer) (Date)

Payment of: \$ 3,590.05
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date)
 (Owner)

Approved by: _____ (Date)
 Funding or Financing Entity (if applicable)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number: 4							
Wings East Pavement Improvements Project															
Application Period: 01/06/2021 - 05/19/2021								Application Date: 6/14/2021							
A								B	C	D	E	F			
Item								Contract Information		Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	CO / FO Quantity	Total Quantity	Units	Unit Price	Total Value of Item (\$)								
2.01	TOPSOIL, OFF-SITE	147		147	CY	\$32.00	\$4,704.00	147	\$4,704.00		\$4,704.00	100.0%	\$0.00		
2.02	EXCAVATION, ON-SITE	1		1	LS	\$6,000.00	\$6,000.00	1	\$6,000.00		\$6,000.00	100.0%	\$0.00		
2.03	SUBGRADE PREPARATION, 6-INCH	2000	263	2263	SY	\$2.00	\$4,526.00	2263	\$4,526.00		\$4,526.00	100.0%	\$0.00		
2.04	SUBBASE, MODIFIED, 6-INCH	2000	863	2863	SY	\$5.00	\$14,315.00	2863	\$14,315.00		\$14,315.00	100.0%	\$0.00		
CO1 2.05	REMOVE & REINSTALL SEALCOAT & ROCK		104	104	CY	\$5.00	\$520.00	104	\$520.00		\$520.00	100.0%	\$0.00		
CO1 2.06	REMOVE SOIL AND TAKE OFF-SITE		244	244	CY	\$10.00	\$2,440.00	244	\$2,440.00		\$2,440.00	100.0%	\$0.00		
CO1 2.07	SUBGRADE TREATMENT, GEOGRID		1195	1195	SY	\$3.00	\$3,585.00	1195	\$3,585.00		\$3,585.00	100.0%	\$0.00		
3.01	TRENCH FOUNDATION	50	-50	0	TON	\$14.00	\$0.00		\$0.00		\$0.00		\$0.00		
4.01	STORM SEWER, TRENCHED, 15-INCH, AS SUBDRAIN	189		189	LF	\$50.00	\$9,450.00	189	\$9,450.00		\$9,450.00	100.0%	\$0.00		
4.02	STORM SEWER, TRENCHED, 15-INCH	168	7.5	175.5	LF	\$50.00	\$8,775.00	175.5	\$8,775.00		\$8,775.00	100.0%	\$0.00		
4.03	FOOTING DRAIN COLLECTOR, PVC, 4-INCH	77	-77	0	LF	\$13.00	\$0.00		\$0.00		\$0.00		\$0.00		
4.04	FOOTING DRAIN CLEANOUT, PVC, 4-INCH	1	-1	0	EA	\$500.00	\$0.00		\$0.00		\$0.00		\$0.00		
4.05	FOOTING DRAIN CONNECTION	2	-2	0	EA	\$400.00	\$0.00		\$0.00		\$0.00		\$0.00		
CO1 4.06	4-INCH LONGITUDINAL SUBDRAIN, PERFORATED, TYPE I		470	470	LF	\$13.00	\$6,110.00	470	\$6,110.00		\$6,110.00	100.0%	\$0.00		
CO1 4.06	CONNECT TO EXISTING TILE, 4-INCH		0	0	EA	\$400.00	\$0.00		\$0.00		\$0.00		\$0.00		
CO1 4.07	SUBDRAIN CLEANOUT		3	3	EA	\$500.00	\$1,500.00	3	\$1,500.00		\$1,500.00	100.0%	\$0.00		
6.01	INTAKE, SW-501	4		4	EA	\$4,500.00	\$18,000.00	4	\$18,000.00		\$18,000.00	100.0%	\$0.00		
6.02	CONNECTION TO EXISTING INTAKE	2		2	EA	\$1,500.00	\$3,000.00	2	\$3,000.00		\$3,000.00	100.0%	\$0.00		
7.01	CURB AND GUTTER, 36-INCH WIDTH, 7-INCH THICKNESS	770	194	964	LF	\$31.00	\$29,884.00	964	\$29,884.00		\$29,884.00	100.0%	\$0.00		
7.02	PAVEMENT, HMA 7-INCH	1575	14	1589	SY	\$40.00	\$63,560.00	1589	\$63,560.00		\$63,560.00	100.0%	\$0.00		
7.03	HMA PAVEMENT SAMPLES AND TESTING	1		1	LS	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100.0%	\$0.00		
7.04	HMA OVERLAY, LEVELING COURSE	450	31.64	481.64	TONS	\$106.00	\$51,053.84	481.64	\$51,053.84		\$51,053.84	100.0%	\$0.00		
7.05	HMA OVERLAY, 1.0-INCH, INTERLAYER	7240	-1853	5387	SY	\$7.50	\$40,402.50	5387	\$40,402.50		\$40,402.50	100.0%	\$0.00		
7.06	HMA OVERLAY, 1.5-INCH, SURFACE COURSE	8350	-839	7511	SY	\$8.50	\$63,843.50	7511	\$63,843.50		\$63,843.50	100.0%	\$0.00		
7.07	REMOVAL OF DRIVEWAY	113		113	SY	\$7.00	\$791.00	113	\$791.00		\$791.00	100.0%	\$0.00		
7.08	REMOVAL OF SIDEWALK	216		216	SY	\$7.00	\$1,512.00	216	\$1,512.00		\$1,512.00	100.0%	\$0.00		
7.09	REMOVAL OF CURB	4	7	11	LF	\$50.00	\$550.00	11	\$550.00		\$550.00	100.0%	\$0.00		
7.10	SIDEWALK, PCC, 4-INCH	151		151	SY	\$42.00	\$6,342.00	151	\$6,342.00		\$6,342.00	100.0%	\$0.00		
7.11	SIDEWALK RAMP, PCC, 6-INCH	82		82	SY	\$71.00	\$5,822.00	82	\$5,822.00		\$5,822.00	100.0%	\$0.00		
7.12	DETECTABLE WARNINGS	144		144	SF	\$52.00	\$7,488.00	144	\$7,488.00		\$7,488.00	100.0%	\$0.00		
7.13	DRIVEWAY, PAVED, PCC, 6-INCH	113	41	154	SY	\$52.00	\$8,008.00	154	\$8,008.00		\$8,008.00	100.0%	\$0.00		
7.14	SUBBASE OVER-EXCAVATION	200	-39.5	160.5	TON	\$23.00	\$3,691.50	160.5	\$3,691.50		\$3,691.50	100.0%	\$0.00		
7.15	MILLING	155		155	SY	\$42.00	\$6,510.00	155	\$6,510.00		\$6,510.00	100.0%	\$0.00		
7.16	PAVEMENT REMOVAL	2466	144	2610	SY	\$7.00	\$18,270.00	2610	\$18,270.00		\$18,270.00	100.0%	\$0.00		
CO1 7.17	PAVEMENT, HMA 5-INCH		627	627	SY	\$30.00	\$18,810.00	627	\$18,810.00		\$18,810.00	100.0%	\$0.00		
FO3 7.18	PAVEMENT, HMA 3-INCH		0	0	TON	\$106.00	\$0.00		\$0.00		\$0.00		\$0.00		
8.01	TEMPORARY TRAFFIC CONTROL	1		1	LS	\$6,000.00	\$6,000.00	1	\$6,000.00		\$6,000.00	100.0%	\$0.00		
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	0.5		0.5	AC	\$6,000.00	\$3,000.00	0.5	\$3,000.00		\$3,000.00	100.0%	\$0.00		
9.02	FILTER SOCK, 8-INCH	163	-103	60	LF	\$3.00	\$180.00	60	\$180.00		\$180.00	100.0%	\$0.00		
9.03	FILTER SOCKS, REMOVAL	163	-103	60	LF	\$1.00	\$60.00	60	\$60.00		\$60.00	100.0%	\$0.00		
11.01	MOBILIZATION	1		1	LS	\$40,000.00	\$40,000.00	1	\$40,000.00		\$40,000.00	100.0%	\$0.00		
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	1		1	LS	\$500.00	\$500.00	1	\$500.00		\$500.00	100.0%	\$0.00		
11.03	CONCRETE WASHOUT	1	-1	0	LS	\$500.00	\$0.00		\$0.00		\$0.00		\$0.00		
12.01	GRANULAR SURFACING, CLASS A	31	116.45	147.45	TON	\$23.00	\$3,391.35	147.45	\$3,391.35		\$3,391.35	100.0%	\$0.00		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Wings East Pavement Improvements Project								Application Number: 4						
Application Period: 01/06/2021 - 05/19/2021								Application Date: 6/14/2021						
A								B	C	D	E	F		
Item		Contract Information						Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	CO / FO Quantity	Total Quantity	Units	Unit Price	Total Value of Item (\$)							
12.02	PERMANENT SIGNAGE	9		9	EA	\$225.00	\$2,025.00	9	\$2,025.00		\$2,025.00	100.0%	\$0.00	
12.03	FIXTURE ADJUSTMENTS	7	-1	6	EA	\$680.00	\$4,080.00	6	\$4,080.00		\$4,080.00	100.0%	\$0.00	
CO1 12.04	GRANUALR SURFACING, MODIFIED		0	0	TON	\$23.00	\$0.00		\$0.00		\$0.00		\$0.00	
ALT 1.01	DRIVEWAY EDGE NOTCH	646		646	LF	\$10.40	\$6,718.40	646	\$6,718.40		\$6,718.40	100.0%	\$0.00	
Totals							\$476,418.09		\$476,418.09	\$0.00	\$476,418.09	100%	\$0.00	



Contractor's Application for Payment No. 5

Application Period: 6/14/2021	Application Date: 6/14/2021
To (Owner): City of Oelwein	From (Contractor): Lodge Construction Inc.
Project: Wings East Pavement Improvements Project	Contract: Wings East Pavement Improvements Project
Owner's Contract No.:	Contractor's Project No.: Engineer's Project No.: 1022-18A

**Application For Payment
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions
	CO1	\$25,288.00	
	FO1	\$4,594.00	
	FO2	\$3,391.35	
	FO3	\$3,682.00	
	FO4	\$1,196.00	
	FO5	\$464.00	
	CO2		
	CO3		-\$10,868.66
	TOTALS	\$38,615.35	-\$10,868.66
NET CHANGE BY CHANGE ORDERS		\$27,746.69	

1. ORIGINAL CONTRACT PRICE.....	\$ 448,671.40
2. Net change by Change Orders.....	\$ 27,746.69
3. Current Contract Price (Line 1 ± 2).....	\$ 476,418.09
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 476,418.09
5. RETAINAGE:	
a. X Work Completed.....	\$
b. X Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 476,418.09
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 452,597.19
8. AMOUNT DUE THIS APPLICATION.....	\$ 23,820.90
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 6-8-21

Payment of: \$ 23,820.90
(Line 8 or other - attach explanation of the other amount)

is recommended by:  6/8/21
(Engineer) (Date)

Payment of: \$ 23,820.90
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Wings East Pavement Improvements Project								Application Number: 5					
Application Period: 44361								Application Date: 6/14/2021					
A							B	C	D	E	F		
Bid Item No.	Item Description	Contract Information						Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	CO / FO Quantity	Total Quantity	Units	Unit Price	Total Value of Item (\$)						
2.01	TOPSOIL, OFF-SITE	147		147	CY	\$32.00	\$4,704.00	147	\$4,704.00		\$4,704.00	100.0%	\$0.00
2.02	EXCAVATION, ON-SITE	1		1	LS	\$6,000.00	\$6,000.00	1	\$6,000.00		\$6,000.00	100.0%	\$0.00
2.03	SUBGRADE PREPARATION, 6-INCH	2000	263	2263	SY	\$2.00	\$4,526.00	2263	\$4,526.00		\$4,526.00	100.0%	\$0.00
2.04	SUBBASE, MODIFIED, 6-INCH	2000	863	2863	SY	\$5.00	\$14,315.00	2863	\$14,315.00		\$14,315.00	100.0%	\$0.00
CO1 2.05	REMOVE & REINSTALL SEALCOAT & ROCK		104	104	CY	\$5.00	\$520.00	104	\$520.00		\$520.00	100.0%	\$0.00
CO1 2.06	REMOVE SOIL AND TAKE OFF-SITE		244	244	CY	\$10.00	\$2,440.00	244	\$2,440.00		\$2,440.00	100.0%	\$0.00
CO1 2.07	SUBGRADE TREATMENT, GEOGRID		1195	1195	SY	\$3.00	\$3,585.00	1195	\$3,585.00		\$3,585.00	100.0%	\$0.00
3.01	TRENCH FOUNDATION	50	-50	0	TON	\$14.00	\$0.00		\$0.00		\$0.00		\$0.00
4.01	STORM SEWER, TRENCHED, 15-INCH, AS SUBDRAIN	189		189	LF	\$50.00	\$9,450.00	189	\$9,450.00		\$9,450.00	100.0%	\$0.00
4.02	STORM SEWER, TRENCHED, 15-INCH	168	7.5	175.5	LF	\$50.00	\$8,775.00	175.5	\$8,775.00		\$8,775.00	100.0%	\$0.00
4.03	FOOTING DRAIN COLLECTOR, PVC, 4-INCH	77	-77	0	LF	\$13.00	\$0.00		\$0.00		\$0.00		\$0.00
4.04	FOOTING DRAIN CLEANOUT, PVC, 4-INCH	1	-1	0	EA	\$500.00	\$0.00		\$0.00		\$0.00		\$0.00
4.05	FOOTING DRAIN CONNECTION	2	-2	0	EA	\$400.00	\$0.00		\$0.00		\$0.00		\$0.00
CO1 4.06	4-INCH LONGITUDINAL SUBDRAIN, PERFORATED, TYPE I		470	470	LF	\$13.00	\$6,110.00	470	\$6,110.00		\$6,110.00	100.0%	\$0.00
CO1 4.06	CONNECT TO EXISTING TILE, 4-INCH		0	0	EA	\$400.00	\$0.00		\$0.00		\$0.00		\$0.00
CO1 4.07	SUBDRAIN CLEANOUT		3	3	EA	\$500.00	\$1,500.00	3	\$1,500.00		\$1,500.00	100.0%	\$0.00
6.01	INTAKE, SW-501	4		4	EA	\$4,500.00	\$18,000.00	4	\$18,000.00		\$18,000.00	100.0%	\$0.00
6.02	CONNECTION TO EXISTING INTAKE	2		2	EA	\$1,500.00	\$3,000.00	2	\$3,000.00		\$3,000.00	100.0%	\$0.00
7.01	CURB AND GUTTER, 36-INCH WIDTH, 7-INCH THICKNESS	770	194	964	LF	\$31.00	\$29,884.00	964	\$29,884.00		\$29,884.00	100.0%	\$0.00
7.02	PAVEMENT, HMA 7-INCH	1575	14	1589	SY	\$40.00	\$63,560.00	1589	\$63,560.00		\$63,560.00	100.0%	\$0.00
7.03	HMA PAVEMENT SAMPLES AND TESTING	1		1	LS	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100.0%	\$0.00
7.04	HMA OVERLAY, LEVELING COURSE	450	31.64	481.64	TONS	\$106.00	\$51,053.84	481.64	\$51,053.84		\$51,053.84	100.0%	\$0.00
7.05	HMA OVERLAY, 1.0-INCH, INTERLAYER	7240	-1853	5387	SY	\$7.50	\$40,402.50	5387	\$40,402.50		\$40,402.50	100.0%	\$0.00
7.06	HMA OVERLAY, 1.5-INCH, SURFACE COURSE	8350	-839	7511	SY	\$8.50	\$63,843.50	7511	\$63,843.50		\$63,843.50	100.0%	\$0.00
7.07	REMOVAL OF DRIVEWAY	113		113	SY	\$7.00	\$791.00	113	\$791.00		\$791.00	100.0%	\$0.00
7.08	REMOVAL OF SIDEWALK	216		216	SY	\$7.00	\$1,512.00	216	\$1,512.00		\$1,512.00	100.0%	\$0.00
7.09	REMOVAL OF CURB	4	7	11	LF	\$50.00	\$550.00	11	\$550.00		\$550.00	100.0%	\$0.00
7.10	SIDEWALK, PCC, 4-INCH	151		151	SY	\$42.00	\$6,342.00	151	\$6,342.00		\$6,342.00	100.0%	\$0.00
7.11	SIDEWALK RAMP, PCC, 6-INCH	82		82	SY	\$71.00	\$5,822.00	82	\$5,822.00		\$5,822.00	100.0%	\$0.00
7.12	DETECTABLE WARNINGS	144		144	SF	\$52.00	\$7,488.00	144	\$7,488.00		\$7,488.00	100.0%	\$0.00
7.13	DRIVEWAY, PAVED, PCC, 6-INCH	113	41	154	SY	\$52.00	\$8,008.00	154	\$8,008.00		\$8,008.00	100.0%	\$0.00
7.14	SUBBASE OVER-EXCAVATION	200	-39.5	160.5	TON	\$23.00	\$3,691.50	160.5	\$3,691.50		\$3,691.50	100.0%	\$0.00
7.15	MILLING	155		155	SY	\$42.00	\$6,510.00	155	\$6,510.00		\$6,510.00	100.0%	\$0.00
7.16	PAVEMENT REMOVAL	2466	144	2610	SY	\$7.00	\$18,270.00	2610	\$18,270.00		\$18,270.00	100.0%	\$0.00
CO1 7.17	PAVEMENT, HMA 5-INCH		627	627	SY	\$30.00	\$18,810.00	627	\$18,810.00		\$18,810.00	100.0%	\$0.00
FO3 7.18	PAVEMENT, HMA 3-INCH		0	0	TON	\$106.00	\$0.00		\$0.00		\$0.00		\$0.00
8.01	TEMPORARY TRAFFIC CONTROL	1		1	LS	\$6,000.00	\$6,000.00	1	\$6,000.00		\$6,000.00	100.0%	\$0.00
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	0.5		0.5	AC	\$6,000.00	\$3,000.00	0.5	\$3,000.00		\$3,000.00	100.0%	\$0.00
9.02	FILTER SOCK, 8-INCH	163	-103	60	LF	\$3.00	\$180.00	60	\$180.00		\$180.00	100.0%	\$0.00
9.03	FILTER SOCKS, REMOVAL	163	-103	60	LF	\$1.00	\$60.00	60	\$60.00		\$60.00	100.0%	\$0.00
11.01	MOBILIZATION	1		1	LS	\$40,000.00	\$40,000.00	1	\$40,000.00		\$40,000.00	100.0%	\$0.00
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	1		1	LS	\$500.00	\$500.00	1	\$500.00		\$500.00	100.0%	\$0.00
11.03	CONCRETE WASHOUT	1	-1	0	LS	\$500.00	\$0.00		\$0.00		\$0.00		\$0.00
12.01	GRANULAR SURFACING, CLASS A	31	116.45	147.45	TON	\$23.00	\$3,391.35	147.45	\$3,391.35		\$3,391.35	100.0%	\$0.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Wings East Pavement Improvements Project								Application Number: 5						
Application Period: 44361								Application Date: 6/14/2021						
A								B	C	D	E	F		
Item		Contract Information						Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	CO / FO Quantity	Total Quantity	Units	Unit Price	Total Value of Item (\$)							
12.02	PERMANENT SIGNAGE	9		9	EA	\$225.00	\$2,025.00	9	\$2,025.00		\$2,025.00	100.0%	\$0.00	
12.03	FIXTURE ADJUSTMENTS	7	-1	6	EA	\$680.00	\$4,080.00	6	\$4,080.00		\$4,080.00	100.0%	\$0.00	
CO1 12.04	GRANUALR SURFACING, MODIFIED		0	0	TON	\$23.00	\$0.00		\$0.00		\$0.00		\$0.00	
ALT 1.01	DRIVEWAY EDGE NOTCH	646		646	LF	\$10.40	\$6,718.40	646	\$6,718.40		\$6,718.40	100.0%	\$0.00	
Totals							\$476,418.09		\$476,418.09	\$0.00	\$476,418.09	100%	\$0.00	

Wings East Pavement Improvments
Oelwein, IA
1022-18A

Calculation of Final Contract Amount

Original Contract Amount	\$448,671.40
Change Order 1	\$25,288.00
Change Order 2	\$0.00
Change Order 3	-\$10,868.66
Field Order 1	\$4,594.00
Field Order 2	\$3,391.35
Field Order 3	\$3,682.00
Field Order 4	\$1,196.00
Field Order 5	\$464.00
Final Contract Amount	\$476,418.09

Final Amount Due

Final Contract Amount	\$476,418.09
Pay Request 1	-\$76,966.48
Pay Request 2	-\$78,973.17
Pay Request 3	-\$293,067.49

Sum \$27,410.95

Final Payment Summary

Pay Request 4	\$3,590.05
Pay Request 5 (Relaease of Retainage)	\$23,820.90

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Oelwein
Contractor: Lodge Construction
Engineer: FOX Engineering
Project: Wings East Pavement Improvements

Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: 1022-18A
Contract Name:

This final Certificate of Substantial Completion applies to:

- [X] All Work
[] The following specified portions of the Work:

December 8, 2020

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities: [X] None [] As follows

Amendments to Contractor's responsibilities: [X] None [] As follows:

The following documents are attached to and made a part of this Certificate: Punch List No. 1

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER: RECEIVED: RECEIVED:
By: Jessica M. B. Fisher By: Owner (Authorized Signature) By: Contractor (Authorized Signature)
Title: Project Engineer Title: Estimator
Date: 12/8/20 Date: 6-8-21



Oelwein Municipal Airport FBO Lease Exhibit A July 1, 2021

- FBO is granted the authority to implement and administer protocol for granting competent and qualified Guests Pilots and Fly-in Guest permission to use Oelwein Airport courtesy car. Exercise of this authority shall be consistent with instructions herein.
- The Courtesy Car shall be titled to "Courtesy Car" and shall be identified on the front driver and passenger side doors of the vehicle as the "Courtesy Car".
- The Courtesy Car shall be under control of FBO or designee(s).
- FBO to maintain the courtesy car as safe and mechanically fit for use and shall maintain interior and exterior in reasonably clean condition. Any major issues will be corrected by the city.
- Courtesy car to be made available for convenience of licensed Guest Pilots and Fly-in Guests patronizing the Oelwein Municipal Airport and shall not be used by any other persons for any other purpose.
- Courtesy car and ignition key to be secured by FBO at all times the vehicle is not in use by licensed Guest Pilot and Fly-in Guests.
- Vehicle keys to be issued to Guest Pilot and Fly-in Guest. FBO shall make contact with Guest Pilot and courtesy car operator.
- FBO may grant permission to licensed Guest Pilots and Fly-in Guests to use courtesy car, conditioned on:
 - FBO's personal contact with operator
 - FBO shall confirm operator has a valid drivers license and liability insurance
 - FBO has no reason to believe Guest Pilot or operator will exceed authorized use of vehicle
 - FBO obtains assurances that vehicle will be used for personal convenience of Guest Pilot and Fly-in Guests and not for commercial purpose
- FBO shall confirm Courtesy Car Operator meets minimum age requirements to operate a motor vehicle in Iowa.
- FBO shall provide Courtesy Car Operator with the terms and conditions of the courtesy car program and shall secure and retain a properly executed acknowledgment by each Guest Pilot who accepts use of the courtesy car.
- FBO shall exercise reasonable care to confirm operator shall have a valid drivers license in his/her possession at all times while operating the courtesy car.
- FBO shall deny use of the courtesy car to any person who has previously exceeded authorized use of courtesy car
- FBO shall support and enforce provisions of this and/or subsequent courtesy car program protocol.
- FBO shall report to the Oelwein City Administrator or their designee, all incidents involving the operation of the vehicle that could result in a violation, citation, charge, arrest warrant or civil action, not later than the close of the next business day.
- FBO to maintain records of all drivers authorized to operate the courtesy car: Name and Airplane Identification



Exhibit B

Oelwein Municipal Airport Courtesy Car Driver Guidelines

Guest Pilot/ Vehicle Operator by accepting use of Oelwein Municipal Airport courtesy car, accepts and agrees to the following terms and conditions:

- Assume personal responsibility that the automobile is in proper operating condition, clear of snow and ice (in winter months) and that visibility is unrestricted.
- Agrees to obey the laws, federal, state and local, drive with diligence and abide by the provisions of the courtesy car program at all times.
- Turn off ignition, remove key and lock vehicle when unattended.
- Operating courtesy car off roadway is not permitted.
- Smoking in the courtesy car is not permitted.
- Alcoholic beverages are not permitted in the courtesy car.
- Driver shall not use cell phone or any type of earphone equipment while driving the courtesy car.
- Driver assumes all responsibility for all fines resulting from traffic or parking violations arising out of the use of the courtesy car while the courtesy car is entrusted to Driver.
- Assure no other person will be permitted to operate the courtesy car entrusted to Guest Pilot's control.
- The number of passengers may not exceed the number of seat belts. All occupants of the courtesy car are required to wear seat belts at all times.
- Assure all passengers will adhere to all safety rules at all times.
- Accident reporting is required.
 - Call 911 if there are injuries.
 - If no injuries, call the local law enforcement.
 - Obtain and document all information for the accident investigation form provided.
 - Provide the other party with insurance information contained in the vehicle, as well as your name, address and phone number.
- Drive with diligence at all times, comply with state of Iowa and local laws and regulations.
- If Driver concludes that the courtesy car or conditions are unsafe, the final decision rests with the driver.
- Acknowledge that privilege to operate courtesy car shall be revoked immediately upon failure to comply with terms and conditions of courtesy car program or satisfaction of records.
- By signing below, Guest Pilot or Courtesy Car Operator affirms possession of a valid driver's license and liability insurance; acknowledges receipt of these Guidelines; and agrees to comply with all terms and conditions of the above Guidelines.



Oelwein Municipal Airport FBO Lease July 1, 2021 to June 30, 2022

THIS AGREEMENT, made and entered into the date executed below, between the City of Oelwein, Iowa, hereinafter referred to as the Lessor, and George J. Tegeler, d/b/a Tegeler Aviation, LLC, hereinafter referred to as Lessee.

WHEREAS, Lessor owns and operates the Oelwein Municipal Airport and the Lessor is willing to lease to the Lessee certain premises hereinafter more fully described and located on said airport upon the terms and conditions and stated herein;

WHEREAS, the said leased premises may be used for the operation of a flight training school, aircraft maintenance and repair, aircraft charter, aircraft sale and rental, and sales of aircraft gasoline and oil. Lessee may also conduct his business on premises relating to sales and services of aircraft, and building and constructing various makes and models of experimental aircraft. Lessee, at Lessee's option, may conduct additional business activity on the leased premises, which is permitted by, or not prohibited, by law and expressly approved in writing, in advance, by the Lessor upon a written proposal submitted by Lessee. Lessee must keep 100 Low Lead and Jet A fuel on hand for resale to local and transit aircraft, or as allocated, and have fuel service available from 8:00 a.m. to 5:00 p.m. Monday through Friday and as requested or deemed necessary and,

WHEREAS, under the terms of the Lease, the Lessee shall be responsible for operating a base radio and communications equipment, which is located in buildings that Lessee occupies, at all times from 8:00 a.m. to 5:00 p.m. Monday through Friday and as requested or deemed necessary.

NOW THEREFORE, in consideration of the rent, covenants and agreements herein contained, Lessor does hereby lease to Lessee, maintenance hangar and an office in the Terminal Building.

1. Compensation for grounds keeping paid to FBO is \$2,941.00 per month (\$35,292.08 annually) from July 1, 2021 thru June 30, 2022. Said amount to be payable to Lessee monthly with the amount being due by last day of each month. It is understood that the designated office space is for the exclusive use of the fixed base operator, but the public lounge and restroom area in the administration buildings are public use facilities.

- A. Lessee shall provide for and supply at its expense all janitorial and custodial service with respect to the buildings and facilities associated with the leased premises and shall maintain all premises in a clean and accommodating appearance for persons using the same during normal hours of operation or when requested or necessary, except that Lessor shall supply janitorial supplies for the public lounge (designated room A) and restroom areas in the administration buildings herein designated as public-use facilities.
- B. Lessee shall attend to necessary maintenance, involved in keeping runways, and adjoining areas, taxi-ways and lawn areas mowed, and free of snow as required, provided Lessor will furnish equipment and fuel for mowing and snow removal.
- C. Lessee shall provide labor for basic preventive maintenance and repairs on buildings, facilities, grounds and equipment. Any major repair, rebuilding or alteration, including painting, seeding, overhauling, building or similar matter shall be the responsibility of Lessor as listed in the FBO contract duties.
- D. Lessee shall enforce any rules or ordinances of the City applicable to the Oelwein Municipal Airport.



2. The term of this Lease shall be for the period commencing at midnight on July 1, 2021 through to and ending at midnight on June 30, 2022.

3. Lessee shall maintain a log of all airport activity. Lessee shall report as needed to Lessor through the City Administrator or his designee all important, unusual and otherwise pertinent information. Failure to provide the report to the City will result in delay of monthly compensation. Lessee shall attend the Airport Board meetings and submit an activity report including, but not limited to: the number of take-offs and landings, identity of businesses using the airport facilities, type of aircraft (single twin or jet), and all other activities. Lessee shall also have an attendant present, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Lessee shall comply with the courtesy car and FBO protocol incorporated herein by this reference and attached marked as Exhibits A and shall provide all drivers with Exhibit B.

4. It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 208 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting activities of an aeronautical nature.

5. Insurance. The Lessee shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Lessee's operations under the Contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All such insurance shall be subject to the approval for the City for adequacy of protection, and shall include a provision preventing cancellation without thirty (30) days' prior notice to the City in writing.

A. Liability Insurance Requirements. The Lessee shall procure and maintain, at its own expense liability insurance as hereinafter specified. The liability insurance required is as follows:

1. Commercial General Liability Insurance issued to the Lessee and protecting it from all claims for personal injury, including death and all claims for destruction of or damage to property arising out of or in connection with any operation under his Contract, whether such operation be by himself or by a subcontractor under him, or anyone directly or indirectly employed by the Lessee or by a subcontractor under him, or by anyone for whose acts any of them may be liable.
 - All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of one occurrence for bodily injury, including, death, and property damage. The General Liability policy should have a general aggregate limit of \$2,000,000 for all damages and a products completed operations aggregate of \$2,000,000 for all damages.
 - All such insurance shall be written on a comprehensive policy form and shall specifically cover products and completed operations. Certificates evidencing the issuance of such insurance, addressed to the City, shall be filed within ten (10) days after the date of the execution of the contract.
2. The policy shall include the City as an additional insured. The insurer shall give the City notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy or of any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the City at least thirty (30) days' prior written notification of any cancellation or termination by refusal to renew the policy



or of any change in coverage of the policy.

B. Workers' Compensation Insurance. The Lessee shall maintain at his own expense Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the Lessee in accordance with the provisions of the laws of the State of Iowa. The Lessee shall furnish the City with a certificate giving the evidence that the Lessee is covered by the Workers' Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions. This policy should also include Employer's Liability Insurance with minimum limits of \$500,000 each accident for bodily injury, \$500,000 each accident for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease.

6. Special Provisions. All liability policies which include the City as an additional insured shall include a Governmental Immunities Endorsement pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

A. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and including the City as an Additional Insured does not waive any of the defenses of governmental immunity available to the City under Iowa code Section 670.4 as it now exists and as it may be amended from time to time.

B. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

C. Assertion of Government Immunity. The City shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

D. Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the City under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City.

7. Lessee agrees to observe and obey reasonable rules and regulations with respect to the use of the premises; provided, however, that such rules and regulations shall be consistent with safety and with rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the airport; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Lessee's aircraft at the airport. Lessee and all of its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the Lessor, the United States of America or any Department or Agency thereof, and the State of Iowa.

8. Lessee shall not assign, sublet nor hypothecate this Lease without the written consent of the Lessor, except that said Lease may be assigned by Lessee to any corporation owned by, or that in which it may become shareholder of, but such assignment shall not relieve or release the Lessee from the terms and obligations of this Lease insofar as the Lessor is concerned.

9. Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not discriminatory prices for each unit of service; provided the Lessee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.



10. Lessor agrees to pay for lights, "T" hangar lights, wind sock light, wind "T" lights, security lights, repair and maintenance radio and communications equipment at the airport.

11. Lessor reserves the right to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

12. Lessor reserves the right to seek Federal and/or State funds to develop and improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit and without interference or hindrance from the Lessee.

13. Lessor reserves the right to take any action it considered necessary to protect the aerial approaches of the airport against obstructor, together with the right to prevent Lessee from creating, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

14. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area and publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, so far as they are inconsistent with the provisions of the agreement with the Government shall be suspended.

15. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and United States relative to the maintenance, operation or development of the airport.

16. The Lessee will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of Federal Aviation Regulations. The Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.

17. The Lessee agrees that no signs or advertising material shall be placed or erected upon the leased premises without the prior written consent of the Lessor.

18. Lessee shall not use City vehicles or equipment for personal use.

19. In consideration that the aircraft fuel system is provided to the Lessee at no cost, the Lessee agrees to submit an invoice, as needed, of his cost of the fuel purchased for approval of his proposed retail price. As demand dictates Lessee will provide aircraft maintenance, aircraft rental and flight training. Lessee will pay Lessor flow fee of \$.10 per gallon for all aircraft fuel and Jet A fuel pumped. Lessor agrees to pay losses incurred on Jet A fuel up to 1000 gallons if fuel age extends beyond one year from last Jet A purchase date. Lessee will provide a report each month on the fuel usage and will provide payment to the city on the last day of each month for the flow fee.

20. When the city installs new gas pumps for the Oelwein municipal Airport, all fuel operations will run through the City of Oelwein. Tegeler Aviation will have the authority to order fuel and set the price of fuel. Tegeler Aviation will notify City Hall of each order and will notify them of the current rate. City Hall will issue a check each month of fuel proceeds to Tegeler Aviation. The City will track all amounts of fuel purchased and sold at the Oelwein Municipal Airport. The flow fee will be taken out of the payment to Tegeler Aviation and Tegeler Aviation will not be required to reimburse the City.

21. Lessor reserves the right to enter upon the leased premises at a reasonable time for the purpose of making any inspection it may deem expedient.

22. This Lease may be terminated for non-compliance of FBO Operations at any time hereafter by either party giving the other one hundred (180) days' notice of intention to so terminate the same, or this notice shall be by registered mail. This Lease may not be assigned without the written consent of the opposite party affected thereby. If the city fails to provide a renewal to the contract before June 30, 2021 the contract will proceed month to month with no adjustments in compensation.



23. At the expiration or termination of this lease, the Lessee agrees that it will give peaceful possession of the leased premises in as good condition as they now are, ordinary wear and tear excepted.

24. Lessee will provide a report monthly to the Airport Board and the City Administrator on the activities of the airport.

25. This agreement shall extend to and be binding upon the heirs, executors, administrators, trustee, successors, receivers and assigns of the parties hereto.

Dated at Oelwein, Iowa, this ____ day of _____, 2021.

CITY OF OELWEIN, IOWA

TEGELER AVIATION, LLC

By: _____
Brett DeVore, Mayor

By: _____
George J. Tegeler

NOTE: The intent of this Contract is to be an Agreement between a Lessor and Lessee. It is not to be interpreted as an employer, employee relationship and shall not be construed by anyone as such.

Agreement for Cleaning Services

Contract made 14th day of June 2021, between City of Oelwein, an Iowa Municipal corporation, here referred to as City and Horan Cleaning LLC, 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 Hall after closing on Friday and before next business day.
 - Burnishing and polishing the tile and sealed floors at City Hall as needed.
 - Washing the exterior of the windows at City Hall once in the spring and once in the fall.
 - Scrubbing and refinishing approximately 564 square feet of floor tile at City Hall, once every two years, during odd numbered years.
 - Light maintenance duties including replacing burnt out bulbs, maintenance air fresheners, refill soap dispensers, and taking trash to dumpsters.
 - Vacuuming all carpeted areas and door/floor matting.
 - Sweeping or vacuuming of all hard floor surfaces.
 - Dusting, cleaning & polishing of all counter & table areas.
 - Sanitizing surface of front customer counter.
 - Dusting chair arms and legs, vacuuming fabric seat and crevice.
 - Dusting, cleaning & polishing of flat surface areas such as desktops (that don't have work product on them), computer monitors, windowsills, file cabinets etc.
 - Dusting exposed areas on flat surfaces such as desktops, keyboards, calculators, phones, etc. (with work product on them) using one of the following to lightly dust over the top to prevent accumulation: Webster, O'Cedar, electrostatic, lamb's wool, microfiber dusters or similar product. It is not necessary to move any of the paperwork or clutter.
 - Cleaning and sanitizing of all bathroom areas.
 - Cleaning of breakroom area.
- 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 liability insurance and workers compensation insurance to the city annually on July 1.
- The City will provide light bulbs, paper products, hand care products, and trash bags.
- Contractor will provide a cleaning schedule of work to be performed weekly, biweekly, monthly, quarterly, semiannual, and annual to be used as a guide for both parties involved.

- Construction cleaning responsibilities during the remodeling phase will be negotiated verbally by Deputy City Clerk or City Administrator with contractor and mutually agreed upon by both parties. There will be no set schedule and will be completed on an as needed basis.

Section Two: Payment

City will pay contractor as outlined below:

City will be invoiced monthly by the contractor using a weekly cleaning rate of \$69. 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 individuals 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 commences on July 1, 2021, renewable 1 year, and shall end on June 30, 2023.

Section Six: Miscellaneous

1. Contractor will sign the attached nondisclosure/confidentiality agreement and ensure any employees are bound to the same terms.
2. 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.
3. Parties agree the venue for all disputes is Fayette County, Iowa and the choice of law is Iowa law.
4. In the event of litigation, if successful, the city may recover the costs of litigation from the contractor.
5. Contractor will return from his possession, 1 city hall building master key upon termination of this contract.

Contractor

By _____
Steve Horan, d/b/a Horan Cleaning LLC

City of Oelwein

By: _____
Mayor Brett DeVore

Date _____

By: _____
City Administrator, Dylan Mulfinger



To: Mayor and City Council

From: Dylan Mulfinger

Subject: City Cell Phones

Date: 2/8/2021

The City does not have a consistent policy or standard when it comes to cell phone usage or reimbursement within the organization of the city. Employees who are required to have a cell phone are sometimes reimbursed, or their phone is provided by the City. The City Administrator recommends the following to bring a standard practice to the City:

- Require that all employees who must have a city cell phone carry city issued phones.
- City issued phones can only be used for city related purposes.
- The City will no longer reimburse City employees for use of their personal phones.
- Employees who carry a city phone must respond within a reasonable time frame.

7.13 Electronic Communication Systems/Personal Use Policy in the City's Personnel Manual provides direction for employees of proper use of their City phone. City Hall will manage the city's cell phone plan and will adjust as needed.

At this time City Council would consider a motion to update the city's cell phone policy. The City will no longer offer reimbursements and will only provide a phone as determined by the City Administrator.



Policy already existing in the City’s Handbook. The changes below will be made upon council formally approving a new cell phone policy.

7.13 Electronic Communication Systems/Personal Use Policy

(A) Purpose: To better serve the City’s citizens and give the City’s workforce the best tools to do their jobs, the City continues to adopt and make use of new means of communication and information exchange. This means that many City employees have access to one or more forms of electronic communications systems, including, but not limited to computers,¹ computer files, e-mail, telephones, cellular or “cell” phones, pagers, voice mail, fax machines, external electronic bulletin boards, wire services, media services, on-line services, applications including social media such as Facebook, the Internet, and the World Wide Web (hereafter “electronic communication systems”).

The City encourages the use of electronic communication systems because it is an efficient and effective way to facilitate and support City business and to stay abreast of the latest information relevant to the City and its customers. The City’s electronic communication systems are the City’s property and there shall be no expectation of privacy regarding their use. This includes use of personal devices over the City’s electronic communications systems.

The purpose of this policy is to express the City’s philosophy and set forth general guidelines governing the use of electronic communications systems. By adopting this policy, it is the City’s intent to ensure the electronic communication systems are used to their maximum potential for City purposes and not used in a way that is disruptive, offensive to others, or contrary to the best interests of the City.

(B) Applicability: This policy applies to all City departments, offices, boards, commissions, committees, City employees and contracted and consulting resources.

This policy applies to all electronic communication systems that are:

- Accessed on or from City premises or City systems (i.e., wireless internet systems, server systems, etc.);
- Accessed using City owned or paid-for electronic communications systems; or
- Used in a manner that identifies the individual as acting for or on behalf of the City; or in any way identifies the City.

(C) Policy: It is the policy of the City to follow this set of procedures for the use of electronic communication systems. If any electronic device provided by the City is lost or stolen, employees must report the loss or theft to their immediate supervisor who will report the loss or theft to the

¹ Desktop, lap top, tablet or other hand held devices and external hard drives.



City Administrator. If the immediate supervisor cannot be contacted, employees should make every reasonable effort to immediately contact the City Administrator.

As City-owned electronic devices are decommissioned or replaced, employees shall turn them in, including all accessories, attachments and cases, to their immediate supervisor, who will forward them to the City Administrator.

Malfunctioning electronic devices shall be reported to the immediate supervisor for reporting to the City Administrator.

Department Heads or their designees are responsible for notifying the City Administrator for discontinuing, canceling or changing electronic devices or services when an individual employee voluntarily or involuntarily terminates his/her employment with the City or if some other change is made which discontinues an employee's use of an electronic device.

Employees shall surrender all electronic devices upon termination to their immediate supervisor. If an employee fails to surrender an electronic device assigned to them by the City upon termination of his/her employment, the fair market value of the City-owned electronic device will be withheld from the employee's final paycheck pursuant to Iowa Code § 91A.5. See Acknowledgment form for express authorization for this withholding.

~~(D) Reimbursement for Personal Electronic Devices Used for City Purposes~~

~~The City, through the City Administrator may provide a reimbursement for personal cell phones or other electronic devices in lieu of providing a cell phone or other electronic devices to conduct City business. The above policy applies regarding proper use of personal cell phones or other electronic devices when used for City business and where the City reimburses employee for said devices.~~

~~By using a personal electronic device for City business, employees are acknowledging that the records and information contained on the personal electronic device or in the billing for the personal electronic device may be public records pursuant to Iowa Code Chapter 22.~~

(E) Access and Authority

Each Department Head shall determine which employees in their department shall have access to the various media, applications, and services, based on business practices and necessity and which shall have authority to communicate on behalf of the City with approval of the City Administrator/Mayor.

Electronic information created and/or communicated by an employee using the City's electronic communication systems may be monitored, intercepted, accessed or preserved by the City for any purpose including, but not limited to: cost analysis; resource allocation; optimum technical management of information resources; and detecting use which is in violation of City policies or may constitute illegal activity. Employees shall have no expectation of privacy using the City's electronic communication systems, including in situations where an employee is using a personal



device over a City electronic communication system. Disclosure of electronic information will not be made except when necessary to enforce a policy, as permitted or required under the law, or for other legitimate business purposes.

Any such monitoring, intercepting and accessing shall observe any and all confidentiality regulations under federal and state laws.

City-owned electronic communications systems may be removed from City premises solely for City work-related purposes pursuant to prior authorization from the immediate supervisor.

Most of the City's computing facilities automatically check for viruses before files and data which are transferred into the system from external sources are run or otherwise accessed. On computers where virus scanning takes place automatically, the virus scanning software must not be disabled, modified, uninstalled or otherwise inactivated. If an employee is uncertain as to whether the workstation the employee is using is capable of detecting viruses automatically, or the employee is unsure whether the data has been adequately checked for viruses, the employee should contact the City Administrator.

(F) Prohibited Communications/Uses

The City's electronic communications systems and the employee's personal electronic communications systems being used during working time shall not be used for knowingly transmitting, retrieving or storing any communication that is:

1. Personal business on City time (e.g. sports pools, games, shopping, correspondence, supplemental employment or other non-City-related items), except as otherwise allowed (see Personal Use section);
2. Discriminatory or harassing;
3. Derogatory to any individual or group;
4. Obscene as defined in case law and under Iowa criminal law;
5. Defamatory or threatening;
6. Using another individual's account or identity without explicit authorization;
7. Attempting to test, circumvent, or defeat security or auditing systems without prior authorization;
8. Accessing, retrieving or reading any e-mail messages sent to other individuals without prior authorization from the City Administrator;
9. Permitting any unauthorized individual to access the City's e-mail system;
10. Engaged in for any illegal purpose or one contrary to the City's policies or best interests;
11. Sent in an attempt to hide the identity of the sender or represent the sender as someone else; and
12. Likely to cause network congestion or significantly hamper the ability of other people to access and use the system.

Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by the City Administrator, employees are prohibited from engaging in, or attempting to engage in:

1. Monitoring or intercepting the files or electronic communications of other employees or third parties;



2. Hacking or obtaining access to systems or accounts they are not authorized to use;
3. Using other people's log-ins or passwords; and
4. Breaching, testing or monitoring computer or network security measures.

City employees shall not download or transfer software unless authorized by the immediate supervisor. Employees must understand that the unauthorized use or independent installation of non-standard software or data may cause computers and networks to function erratically or improperly, or cause data loss. Users must never install downloaded software to networked storage devices without the assistance and approval of the immediate supervisor.

Body Worn Video (BWV) and other audio/visual recording devices shall only be used in conjunction with performance of official, authorized, sanctioned and assigned job duties. See applicable department standard operating procedures.

Activation of recording devices such as microphones, cameras and video to record communications with any other person outside of departmental standard operating procedures while at work or on City business is prohibited where such activity violates another employee's or another person's rights to protect their confidential personnel or medical information or where the information would otherwise qualify as a confidential record under Iowa Code Chapter 22.

(G) Acceptable Communications/Uses

Except as otherwise provided, electronic communication systems are provided by the City for employee business use during City time. Limited, occasional, or incidental use of electronic communications systems (sending or receiving) for personal non-business purposes is permitted as set forth below:

1. Personal use is limited to breaks, lunch or immediately before/after work;
2. Personal use must be brief and must not interfere with the productivity of the employee or co-workers;
3. Personal use shall not involve any prohibited activity (see Prohibited Communications/Use section above);
4. Personal use does not consume system resources or storage capacity on an ongoing basis;
5. Personal use does not involve large file transfers or otherwise deplete system resources available for business purposes;
6. The City's phone numbers and email address **shall not** be listed in any publication or electronic communication that will result in personal incoming phone calls, text messages or other forms of electronic communications.
7. Non-City personnel are not authorized to use the City's electronic communication systems except in an emergency.
8. Anyone obtaining electronic access to other organizations', businesses', companies', municipalities' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.
9. Anyone receiving an electronic communication in error shall notify the sender immediately. The communication may be privileged, confidential and/or exempt from disclosure under applicable law. Such privilege and confidentiality shall be respected.



(H) Confidential Information

All employees are expected and required to protect the City's confidential information. Employees shall not transmit or forward confidential information to outside individuals or companies without the permission of their immediate supervisor and the City Administrator.

The City also requires its employees to use e-mail in a way that respects the confidential and proprietary information of others. Employees are prohibited from copying or distributing copyrighted material - for example, software, database files, documentation, or articles - using the e-mail system.

(I) Policy Violations

Employees who abuse the privilege of City-facilitated access to electronic media or services risk having the privilege removed for themselves and possibly other employees, are subject to disciplinary action up to and including termination and may be subject to civil liability and criminal prosecution



City of Oelwein Public Works On Call Policy

Purpose: The City of Oelwein provides a continuous twenty-four hour a day, seven day a week service to its citizens. Therefore, it is necessary for certain employees to respond to any reasonable request for duty at any hour of the day or night.

General Description or Summary of Policy: The purpose of this Policy is to provide coverage by a City of Oelwein Public Works employee during hours not covered by the normal work schedule. Employees assigned to be “On Call” under this policy shall follow the requirements and expectations set forth herein. The expectations set out below will allow the on-call employee to generally go about their personal life while on call and shall in no event require the employee to be on call at the workplace or at any other specific location. The employee shall be considered “Waiting to be Engaged”¹ as that phrase is explained by the Fair Labor Standards Act (FLSA) not “Engaged to Wait”² and shall not, therefore, be considered to be working and eligible for overtime while on call unless responding to a call as set forth below.

Qualifications and Assignments

A. Employee Qualifications:

1. To be eligible to serve “on call”, employees must be pre-qualified as determined by the City based on the following criteria:
 1. Employees’ training, skills, experience, and familiarity in handling the typical emergency or after-hour situations.
 2. Employee must have the licensure necessary to operate equipment that may be required in emergency on call situations.
 3. Employee must be prepared to answer calls or return calls within 30 minutes of receipt, and, therefore, must regularly be in a position where employee has adequate cell phone reception.
 4. Be in a position to be in Oelwein responding to subject matter of call within 1.5 hours of receipt of the initial call as shown by the City cell phone records.

- B. Assignment Schedule: A schedule will be prepared with consideration given to the City's needs and employees' work schedules. The “On-Call” schedule shall normally commence starting on Wednesday at 3:30 PM and ending at 7:00 AM the following Wednesday. However, Assignments

¹ **Waiting to be Engaged:** If an employee who is on-call is able to use his or her time freely and is not performing a specific assigned task, that employee is considered “waiting to be engaged” otherwise known as “stand-by.” The employee can be available by telephone if needed; however, since he or she is waiting (off-duty), the employee is not required to be compensated for that time.

² **Engaged to Wait:** When an employee is required to stay at the workplace or is so near to the workplace the he or she cannot use his or her time freely, the employee is “engaged to wait (on-duty)” otherwise known as “on-call” and the employee is compensated for the time.



will be made at intervals and of durations deemed appropriate. Weekend and Holiday on call will be for the duration of the day. Holidays are determined by the Oelwein Personnel Manual.

- C. Employees that are on call will provide the phone to the designated employee for the day. Once the workday has commenced, the on call employee will take the phone home. During a normal workday, an employee will not remain on call.

Response Procedures and Expectations of On Call Employee:

- A. Cell Phone: The employee shall carry the City provided “On Call Cell Phone” and shall remain in areas with cell phone service while on call.
- B. Conduct and Behavior: The employee shall practice a professional commitment to “public service” while dealing with the specific situation in a common sense and sensitive manner. Employees are expected to be familiar with on call procedures set out herein and to be available for calls as required by this policy. The employee shall, while on call, remain physically able to respond by refraining from activities which might impair their ability to respond and/or perform the necessary duties. On call employees who do not meet the requirements of this section shall be subject to disciplinary action up to and including termination of employment.
- C. Responsibility and Authority: The employee is responsible for determining whether a call to respond, requires prompt attention to protect or preserve people or property, or otherwise cannot reasonably wait until the start of the next scheduled workday. (See Exhibit A for guidance.) The employee shall collect pertinent information (name, address, and telephone number of the reporting party or alarm dialer) and a full description of the need for an after-hours response. If it is determined by the employee that the situation, requires prompt attention to protect or preserve people or property, or otherwise cannot reasonably wait until the start of the next scheduled workday, the employee shall respond as soon as possible, within a maximum of 1.5 hours (90) minutes. If the situation does not require prompt action, the employee shall notify the reporting party that their request will be forwarded to the responsible party/agency at the start of the next business day.
- D. Record Keeping: Employee shall clock in and clock out when responding to a call unless circumstances dictate otherwise, in which event, a record of the time spent by the employee shall be made as soon as is practicable. (Emergency or exigent circumstances.)
- E. An employee who is sick or can no longer be on call must contact their supervisor to initiate a handoff of the on call phone.

Compensation:

On Call Pay: City Employees assigned to on call status shall be compensated in the form of a payment equivalent to one hour of their base wage per regular work day. Weekends and Holidays shall be compensated at two hours of their base wage each day of on call. These rates cannot be converted to compensatory time and only covers on call time.

- A. Overtime Pay: When responding to a call out the responding employees shall be compensated at 1.5 times their regular pay (Overtime) as stated in the city personnel policy.
- B. When responding to a call, the employee shall be paid for the following time:



- a. Regardless of the time spent by the employee responding to the call out, if the time spent is less than two hours, the employee shall be compensated for two hours of work per city personnel policy.
- b. If, however, during that two-hour window, measured from the time the employee clocks in till the employee is again called out, the employee will not be compensated for another two hour minimum period.
- c. If the call back exceeds two hours the employee shall be compensated for actual time worked, from clocking in to clocking out.
- d. Should an employee be unable to fulfill the entire day and or shift of on call, the employee will not be compensated.
- e. On Call Pay shall not be reduced or utilized in any fashion when compensating an employee for call out pay, all call out pay, calculated above, shall be in addition to on call pay.

Calling in Additional Staff:

- A. When responding to a call the employee shall determine whether it is necessary or appropriate to call additional staff to respond. In making this decision the employee shall work through the following steps or considerations.
 - a. Consider whether the call involves potentially dangerous activity, where having another employee involved is necessary to ensure the safety of the on-call employee or when a faster response time may be necessary.
 - b. If not necessary, respond to the call.
 - c. If necessary, contact other appropriate staff to respond with on call staff.
 - i. If faster response time is required then the On Call employee can provide, they shall call out other personnel to meet that time constraint.
 - ii. If unsure, call the superintendent or other designated person for review. If unavailable, the employee is provided the leniency in determining the acceptable response.
 - d. The On Call employee will contact additional staff members in the order of on call for the year. This process ensures that employees understand they may be called for additional aide considering they are next on the on call schedule.

Trading or Transfer of On Call Shifts:

Substitutions shall be minimized and only done when absolutely necessary. The scheduled employee is responsible for finding a substitute. The substitute shall be eligible for on call work and the substitution shall be subject to the prior approval of the superintendent or designee.

Incident Report:

A detailed record of each call-out / response / no response shall be documented on a "Incident Report" form. Information to include:

- a. The information needed for the log is as follows:



1. Date, time, and name of reporting party.
2. Task description including specific details of special circumstances involved and location.
3. Action(s) taken, and time involved.
4. Additional personnel called out to assist and equipment used.
5. Any other pertinent information policy\standby
6. Report to be submitted to the superintendent or designee for review.



Exhibit A

EMERGENCY, NON-EMERGENCY and SITUATIONS NOT COVERED

The following, while not including all situations, is a list of typical situations where a response is appropriate:

1. Sanitary sewer main blockage, alarm at a sewer lift station, or Wastewater Treatment Plant.
2. Major street problem, such as a severely damaged or missing stop sign, major depression in street or sidewalk, missing or seriously damaged drainage grate or manhole cover, and downed tree or large broken tree limb blocking the traveled way.
3. Significant flooding of streets and/or buildings.
4. Traffic accident seriously affecting public safety involving a damaged traffic signal, hazardous street-light, or large amount of debris on a City street.
5. Sewer backing into a residence or overflowing into roads creeks, etc.
6. Emergency support requests by the Police Department or the Fire Department.
7. Malfunction of traffic signal. Provide traffic control as necessary.
8. Alarm set off, broken window, or door at public building. Contact Police Dept. and have report made on incident.
9. Calls requiring Emergency Locates that will have the callers on Site off normal business hours.
10. Leaking fire hydrant, main breaks, dialer alarm call for the Water department.

Non-Emergency Situations: The following is a list of situations where an emergency response is not appropriate:

1. Minor street problem such as small bump, pothole, rough spot, or minor amount of glass, mud, or debris on the street.
2. Street light burned out or malfunctioning (cycling or on during the day).
3. "Private" problems not in the public right-of-way. Unless they hazardous to the public.

Situations Not Covered:

When a request for emergency assistance is received and the situation is not clearly covered herein, the on-call person shall evaluate the facts and act accordingly. If necessary, contact the superintendent or designee. If they are unavailable and reasonable doubt exists as to the seriousness of the problem, respond to the request.



Memo

To: Honorable Mayor & City Council,

From: Utility Superintendent Victor Kane

CC: City Administrator Dylan Mulfinger

Reference: On Call Policy

Date: 06/08/21

Greetings,

With the change in our dispatching, we needed to modify our present call out system. Currently after hour calls are made by the PD dispatch. No employees are actually required to be On Call. Which has led to issues contacting an employee to respond to a call out.

We have developed a new policy modeled from other "On Call" policies in use by companies such as Alliant Energy. The employee whom is "On Call" will receive pay to carry a city cell and be ready to respond after work hours, on weekends, and holidays. Since there is no longer a city dispatch the cost will now fall on the Utilities. This expense will be split between three departments minimizing impact to individual budget lines. This system will assure an employee's response for city needs and is equitable for the employees who will be impacted during their 7 – day rotation of On Call.

I supply the following for an idea of costs. Since it varies by employee's wage let's use Grade 2 pay for a yearly cost of \$11,775. This cost is then split between the three major departments for an average cost of \$10.75/day/department. For this the city will have an employee at their ready 365 days a year.

There will be some items I am sure we will have to work through as this is a new process. However, this will give us the best option to meet needs and still see limited impact upon termination of the City dispatch center.

Thank you for your time.

Victor Kane

From the Desk of
Oelwein Utility Superintendent Victor Kane

PROFESSIONAL SERVICES AGREEMENT

ATTN: Dylan Mulfinger, City Administrator

CLIENT: City of Oelwein
20 2nd Ave SW
Oelwein, IA 50662

PROJECT: City of Oelwein IA Library Leaks

PROJECT LOCATION: Oelwein, IA

DATE OF AGREEMENT: May 27, 2021

PROJECT DESCRIPTION

Shive-Hattery has been requested to review the conditions at the Oelwein Library, Oelwein, IA, to view determine a potential source of heat loss causing ice damming at the perimeters of the building.

SCOPE OF SERVICES

We will provide the following services for the project – **Roofing/Building Envelope Consulting**

These services will consist of the following:

1. Conduct one (1) site visit to observe and gather information.
2. Review photos, supplied design documents, and field notes.
3. Provide written letter of our observations with suspected heat loss areas.
4. Provide recommendations for repairs (no detailed drawings will be provided under this proposal).

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.

SCHEDULE

We will begin our services based on your email authorizing us to proceed provided the signed Agreement is attached. We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Due to the potential extent of this review, we are submitting an hourly estimate (below) however, if additional time is needed to investigate, we will need to review with you the additional time/fee to proceed.

Description	Fee Type	Expenses	Total
Roofing/Building Envelope Consulting	Hourly	Included	\$2,500
ESTIMATED TOTAL			\$2,500

Fee Types:

- Hourly - We will provide the Scope of Services on an hourly rate plus reimbursable expense basis at our Standard Hourly and Reimbursable Expense Fee Schedules in effect at the time that the services are performed.
- Included in Fee - Expenses have been included in the Fee amount. Reimbursable Expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

See attached Standard Hourly and Expense Fee Schedule.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these additional services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed.

1. Additional site visits
2. Design of repairs
3. Material Testing services
4. Construction services

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery April 2020

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of

goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all

other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to

defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Lisa Goeman, Project Manager
lgoeman@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Novak Design Group

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

CC: Mike Mollenhauer

STANDARD HOURLY FEE SCHEDULE
Effective January 1, 2021 to December 31, 2021

PROFESSIONAL STAFF:

Grade 1	\$ 92.00
Grade 2	\$111.00
Grade 3	\$124.00
Grade 4	\$138.00
Grade 5	\$153.00
Grade 6	\$166.00
Grade 7	\$180.00
Grade 8	\$198.00
Grade 9	\$215.00

TECHNICAL STAFF:

Grade 1	\$ 64.00
Grade 2	\$ 80.00
Grade 3	\$ 90.00
Grade 4	\$ 97.00
Grade 5	\$110.00
Grade 6	\$125.00
Grade 7	\$141.00

ADMIN STAFF: \$ 63.00

SURVEY STAFF:

One Person	\$140.00
Two Person	\$218.00
One Person with ATV	\$165.00
Two Person with ATV	\$243.00
Drone Surveyor (Video or Photogrammetry)	\$175.00
Drone Surveyor (Thermography)	\$325.00
Drone Processing	\$130.00
Hydrographic Survey Crew (Two Person)	\$284.00
Scanning Surveyor	\$180.00
Surveyor with Two Scanners	\$257.00

REIMBURSABLE EXPENSES:**TRAVEL**

Mileage- Car/Truck	\$0.57/ Mile
Mileage- Survey Trucks	\$0.67/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES**Prints/Plots:**

Bond	\$.30/Sq. Ft.
Mylar	\$.75/Sq. Ft.
Photogloss	\$.90/Sq. Ft.
Color Bond	\$.60/Sq. Ft.
Foam Core Mounting	\$ 13.00

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00



SERVICE AGREEMENT

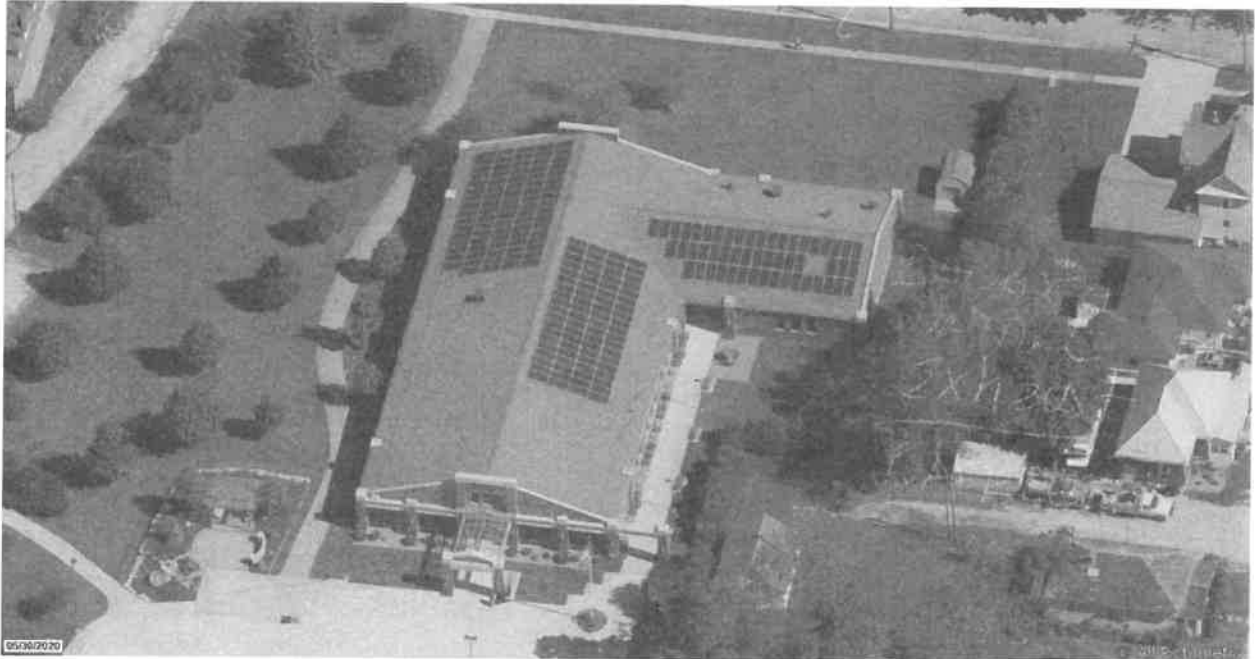
CLIENT: Novak Design Group
ATTN: Jim Novak
ADDRESS: 3801 River Ridge NE
Cedar Rapids, IA 52402
PHONE: 319.393.9334
E-MAIL: novak@novakdesigngroup.com

DATE: April 20, 2021
PROPOSAL NO.: 0350213

PROJECT IDENTIFICATION AND PROPOSED SERVICE

Visual Ventilation Evaluation and Report

Oelwein Public Library
201 East Charles Street
Oelwein, IA 50662
Entire facility
(Approximately 17,868 Square Feet)



PROVEN.

STATEMENT OF PURPOSE

It is our understanding the Novak Design Group is working on an architectural project with the Oelwein Public Library. The Novak Design Group has described various project concerns including, but not limited to: poor roof ventilation, ice dams, incompetent heat tape installation, as well as snow sliding off and collecting at the base of the solar panels near the eaves. The Novak Design Group is requesting a ventilation inspection proposal from Benchmark. It is our understanding Benchmark's role will be strictly observation to determine the following: To the best of our abilities, inspect portions of the vent pathways to endeavor if they have been blocked and/or filled with insulation, if ventilation chutes/baffles have been displaced and or compressed with insulation etc. restricting ventilation pathways. All locations will not be inspected, we will be looking for general conditions. Benchmark will not endeavor to verify if the ventilation system is properly designed and or present solutions to the ventilation issues other than noted above. Benchmark anticipates one (1) trip and a maximum of eight (8) hours of on site inspection. It is to be understood that the act of accessing the attic will necessitate the displacement of the insulation to ensure the joists are visible for safely traversing the area. Benchmark will not re-level the displaced insulation; this will need to be accomplished by others.

GENERAL ASSUMPTIONS

Benchmark, Inc., (Benchmark) consulting services presented herein are offered under the assumption that the Novak Design Group (Client) will participate in the process as follows:

- Benchmark will provide labor, materials, tools, and equipment necessary to inspect the ventilation pathways.
- In preparation for site survey, Client will contact the project site to inform facility personnel of the services Benchmark consultants will be performing. Additionally, Benchmark will be provided contact information for use if needed in scheduling the work, in order to minimize on-site delays.
- If available, Client will furnish necessary and pertinent history, and relevant documents and drawings (examples listed below), and will assemble the information in advance and provide to Benchmark at the outset of the survey:
 - Copies of applicable roof drawings that are currently maintained on file.
 - A building floor plan marked with reported leak locations.
- Client will provide safe access to all areas to be evaluated and make Benchmark aware of any site-specific safety and security requirements. *(If equipment rental, such as ladders or man-lifts, is required for access, Client will provide both equipment and operator.)*

SCOPE OF SERVICES

For the fees herein established, Benchmark will provide roof management and consulting services as set forth below, provided that Client authorizes work to commence within **30** days from the date of this proposal. Please note any modifications/exclusions and initial.

I. VISUAL VENTILATION EVALUATION

As part of the field evaluation, Benchmark will provide the following services:

- A. Assemble and review any background information provided by Client including repair history, as-built drawings, and other information pertinent to analysis of the roof ventilation.
- B. Interview facility personnel for information on leaks, repairs, construction dates, etc.
- C. Thoroughly walk building interior to locate reported leak locations (both active and inactive) in order to correlate leak locations with inspection locations. The area/building manager shall walk the building with Benchmark to verify leak locations.
- D. Visually inspect ventilation components are free of blockages and other items that may restrict ventilation.
- E. Photograph existing conditions/findings for documentation and future reference.
- F. Mark deficiencies on the roof/attic plan by key work note and or action code and action code legend. In cases where deficiencies are widespread, representative locations will be marked and "typical" notations made on the roof/attic plan.
- G. Upon completion of the field evaluation and analysis, a Benchmark consultant will conduct an exit interview with the appropriate facility personnel, if available, to discuss the overall findings.

Note: The scope of fieldwork does not include removal of ventilation components.

II. ANALYSIS AND REPORT

As part of the Analysis and Report, Benchmark will:

- A. Provide a scaled roof/attic plan as provided by client showing the location of deficiencies, photo locations, and any significant findings.
- B. Prepare a photographic log depicting general characteristics of the roof ventilation and any problem areas.
- C. Benchmark will present the report to Client via teleconference call to review the findings and discuss management options.

PROVEN.

FEESCHEDULE

Under this agreement, Client will compensate Benchmark for services rendered as follows:

- I. – II. Visual Ventilation Evaluation, and Analysis and Report\$5,900.00
 Lump Sum

Note:

Force Majeure. Notwithstanding any provision to the contrary, neither Party will be liable for delay in the performance of its obligations, to the extent that such Party is prevented or delayed from complying with its obligations hereunder by a Force Majeure event. Any Party failing or delaying in the performance of its obligations hereunder due to any Force Majeure event must, as soon as reasonably practicable, give the other Party written notice of such cause and the consequences, including a reasonable estimate of the anticipated delay in performance, and it will use, to the best of its ability, reasonable efforts to remedy the same. If performance of obligations is disrupted or made more difficult because of a Force Majeure event, and such disruption or difficulty could be remedied with an additional cost, the affected Party shall give notice of such Force Majeure event and estimated additional cost, and if the other Party requests that the more costly remedial action be implemented, the Parties shall negotiate a change to the Agreement concerning the remedial action and payment of the additional cost to be incurred. Force Majeure includes, specifically, but not exclusively, the following: earthquakes, tidal waves, floods, fire, hurricanes, blizzards, quarantine, blockade, governmental acts, war (declared or not), rebellion, terrorism (foreign and domestic), epidemic, pandemic, disease, or regional or national strikes or labor disputes (including walkouts, work stoppages or slowdowns).

AUTHORIZATION TO PROCEED

Benchmark, Inc., is hereby authorized to proceed with services described in this proposal subject to the attached Terms and Conditions, Exhibit A, of this Services Agreement.

Novak Design Group Client	Benchmark, Inc.
Signature	Signature <i>Chad Kaminski</i>
Name	Name Chad Kaminski, RRO
Title	Title Vice President
Date	Date April 20, 2021
	Reviewed by <i>Chad Kaminski</i>

jb/eg

EXHIBIT A
ROOF CONSULTING TERMS AND CONDITIONS

This AGREEMENT (which includes the attached Services Agreement and these Terms and Conditions) represents the entire and integrated AGREEMENT between the CLIENT and the CONSULTANT and supersedes all prior written or oral negotiations, representations, or AGREEMENTS. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

1. Benchmark, Inc. (CONSULTANT) will be provided immediate access to the building, roof area, and other areas within the scope of the work, for inspection at all times during regular business hours.
2. CONSULTANT represents, and CLIENT agrees, that:
 - a. CONSULTANT intends to render services under this AGREEMENT in accordance with the generally accepted roof consulting practices, for the intended use of the PROJECT. CONSULTANT will not be a guarantor of the project to which its services are directed, and its responsibility shall be limited to work specifically performed by CONSULTANT for the CLIENT. CONSULTANT shall not be responsible for acts or omissions of the CLIENT, Contractors, subcontractors, or other third parties;
 - b. CONSULTANT's Investigative and Roof Survey Reports will be suitable to provide CLIENT with accurate information as to the existing make-up and condition of the present roof system;
 - c. CONSULTANT's recommendations and specifications for repair of an existing roof system will be in accordance with the current "state-of-the-art" standards. No representation is made as to the efficacy or duration of repairs to existing roofing systems;
 - d. CONSULTANT's roofing system recommendations and specifications are based upon current published standards and practices accepted in the trade, or published standards and practices of roofing system manufacturers, and are subject to final confirmation by the manufacturer of the roofing system selected, as to unpublished or new specifications or requirements; and assume installation by an experienced, licensed contractor in strict accordance with the specifications of CONSULTANT and the manufacturer's specifications;
 - e. Any opinion of the construction cost prepared by the CONSULTANT represents CONSULTANT's judgment and is supplied for the general guidance of the CLIENT. It is recognized that the CONSULTANT has no control over the cost of labor and material or over competitive bidding or market conditions, and the CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT;
 - f. If in the event that any on-site observation of Contractors' work shall be included as a part of the work under the AGREEMENT and a specific schedule of observations is agreed to, then the CONSULTANT shall comply with the schedule. If on-site observation of Contractors' work is included as a part of the work under the AGREEMENT but no specific schedule is agreed to, then the CONSULTANT shall visit the site at intervals appropriate to the stage of Contractor's progress on the PROJECT. However, CONSULTANT shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor's rights and responsibilities. CONSULTANT does not guarantee or warrant the performance of the Contractor, subcontractors, or other third parties;
 - g. CONSULTANT shall have no responsibility for unauthorized changes in the work or design by the contractor or CLIENT, unless notification of proposed changes is given to and approved in writing by CONSULTANT, prior to the changes being made;
 - h. CONSULTANT makes no representations as to the structural adequacy of the building to support the roofing repairs or replacement recommended except upon the basis of written opinion of an independent structural engineer, provided by the CLIENT;
 - i. No other representations or warranties, expressed or implied, are given. No action arising from this AGREEMENT or the services performed thereunder, including those based on latent defects, may be maintained by either party unless commenced within one year from the date of substantial completion of services rendered by CONSULTANT under this AGREEMENT;
 - j. CONSULTANT and CLIENT waive consequential damages for claims, disputes, or other matters arising out of or relating to this AGREEMENT, or termination of this AGREEMENT.
3. The CLIENT agrees to limit the CONSULTANT's liability to the CLIENT for each Project, and to limit CONSULTANT's liability by appropriate written agreement to all Contractors and Subcontractors on each project, due to the CONSULTANT's professional negligent acts, errors, or omissions, such that the total aggregate liability of the CONSULTANT to all those named shall not exceed \$25,000.00 for each Project.
4. The CLIENT shall require any Contractor or Subcontractor performing work in connection with drawings and specifications produced under this AGREEMENT to hold harmless, indemnify and defend the CLIENT and the CONSULTANT and each of their officers, agents and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from the Contractor's (or subcontractor's or other third party's) negligence in the performance of the work described in the construction contract documents, but not

- including liability that is due to the sole negligence of the CLIENT, the CONSULTANT, or their officers, agents and employees.
5. All drawings, specifications and other work product of the CONSULTANT for this project are instruments of service for this project only, and the CONSULTANT shall retain ownership and property interest therein whether the project is completed or not. Reuse of any of the instruments of service of the CONSULTANT by the CLIENT on extensions of this project or on any other project without the written permission of the CONSULTANT shall be at the CLIENT's risk, and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or by others acting through the CLIENT.
 6. Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed by CONSULTANT, files in electronic media format or text, data, graphic or other types that are furnished by CONSULTANT to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CONSULTANT at the beginning of this assignment.
 7. Neither the CLIENT nor the CONSULTANT shall delegate, assign, or otherwise transfer his duties under this AGREEMENT without the written consent of the other. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
 8. Execution of this AGREEMENT by CLIENT, or issuance of a purchase order by CLIENT, will constitute acceptance of each and every term and condition of this AGREEMENT. Any additional terms or conditions stated in CLIENT's purchase order, or other written communication accepting this AGREEMENT, or contained in any general or special conditions issued by CLIENT, or by alteration by CLIENT of this contract form, shall not be valid under any circumstances unless specifically adopted or approved by written response of CONSULTANT. Failure to respond by CONSULTANT shall be deemed a denial of any additional terms or conditions stated in CLIENT's acceptance or counter-proposal of CLIENT.
 9. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
 10. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, government acts, or other events beyond the control of the other or the other's employees and agents.
 11. CLIENT agrees that the balance of all sums due under this AGREEMENT shall be immediately due and payable for services completed by CONSULTANT. CONSULTANT may charge interest at the rate of 1% per month, or the legal rate (whichever is higher) upon any sum due under this AGREEMENT, which is not paid within 30 days of its due date. CLIENT agrees to pay CONSULTANT's reasonable attorney fees and costs incurred in collecting overdue accounts or incurred otherwise enforcing the terms of this AGREEMENT. If CLIENT fails to make payments to CONSULTANT in accordance with this AGREEMENT such failure shall be considered substantial nonperformance and cause for termination or suspension of services under this AGREEMENT.
 12. The CONSULTANT shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances, including but not limited to asbestos or asbestos products, in any form.
 13. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CONSULTANT.
 14. The duties and obligations imposed upon the parties under this AGREEMENT, and the rights and remedies available hereunder are specific, and are limited to the duties, obligations and remedies specifically set forth in this AGREEMENT. The parties hereto do not intend to create any duties, obligations or remedies not specifically set forth herein.
 15. Unless otherwise specified within this AGREEMENT, this AGREEMENT shall be governed by the laws of the State of Iowa.
 16. Any claim, dispute or other matter in question arising out of or relating to this AGREEMENT shall be subject to arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Quotation:

Advantage Preservation Is Pleased To Provide This Quote To Scanning of large Format Drawings For The City of Oelwein

Prepared For:

Dylan Mulfinger
City of Oelwein

Prepared By:

Jeff Brown
On: May 28, 2021 10:58 AM
Valid Until: Aug 31, 2021

Project Summary:

Digitization of Large format Drawings and City records
Contract and Pricing valid between July1, 2021 and June 30, 2024. Smaller sized Documents would be scanned @ \$0.10 per page.
To be scanned and invoiced @ Up to \$1,000.00 each month until either materials run out, or City of Oelwein requests to stop.

Service	Details	Qty	Price	Extended
Document Digitization - > 36" X 48"/N	Scanning and indexing of City of Oelwein Drawings and documents Index by Project Name, City, State, Page	565	\$ 1.750	\$ 988.750
Community History Archive - Deployment/C	Adding images to a hosted searchable website and creating hard drive back up with PDF, TIFF and XML files	550	\$ 0.020	\$ 11.000

Total Price: \$ 999.750

Agreement:

Your signature below indicates acceptance of this proposal to Scanning of large Format Drawings for the City of Oelwein, and agree to the terms and conditions herein.



Terms & Conditions:

Payment terms are net thirty (30) days from the date of the invoice. Invoice will be sent at the completion of each phase of the project.

By signing this quote, you acknowledge that you agree to the terms and conditions. Any details not included in writing in this quotation are not binding upon either party. If the source materials are in a condition unknown or undisclosed by the client at the time of quotation, it will be voided and a new estimate will be issued to more accurately outline the Scope Of Work for this project.

Advantage Preservation strictly adheres to Federal Copyright Law and will not digitally reproduce any content that is not in the Public Domain without written permission from the rights holder.

We trust that you will find our quote satisfactory and look forward to working with you. Please contact us should you have any question at 1-855-303-2727

Accepted By: _____ On ____ / ____ / ____ Of City of Oelwein

Return To:

Jeff Brown - Advantage Archives

Direct: 319-249-5425

Cell: 319-432-8297

Email: jeffbrown@advantagearchives.com

[visit our site to learn more about our digital conversion services](#)



The first round of scanning for the city.

6/10/2021

Invoice

KS Construction
 109 11th Ave NW
 Oelwein, IA 50662
 319-283-2892

Date: 06/07/2021
 Invoice No.: 10331
 Due Date: 07/07/2021

Bill To:
 City of Oelwein
 20 2nd Ave SW
 Oelwein, IA 50662

Ship To:
 20 2nd Ave SW
 Oelwein, IA 50662

Qty	Description	Unit Price	Total
1	Rebuild shelter at Redgate park to fit existing cement pad		
1	Material to build 22x52 shelter & roof over bathrooms 22x16 [Includes 2 steel doors with steel frame]	\$16,808.61	\$16,808.61
1	Includes poles, trusses, Rib steel, sheeting, synthetic paper, Lvl engineered lumber, bracing, & fasteners		
1	Labor to install above material	\$11,550.00	\$11,550.00
1	Finished ceiling [rib steel] labor & material	\$3,624.44	\$3,624.44
1	Does not include electrical , plumbing, concrete, or block wall		
1	additional charges for material	\$1,768.20	\$1,768.20
1	Payment due for work completed 6/1/21	-\$26,000.00	-\$26,000.00
1	Waiting for doors & plumber to finish my part		
1	Balance due upon completion \$ 7751.25		

Make check payable to KS Construction

Total \$7,751.25

Balance Due \$7,751.25

A Finance Charge of 1.5% per month will be applied on all past due balances.

Thank you for your business.

Proposal

KS Construction
109 11th Ave NW
Oelwein, IA 50662
319-283-2892

Date: 09/28/2020
Proposal 10142

Bill To:
City of Oelwein
20 2nd Ave SW
Oelwein, IA 50662

Ship To:
20 2nd Ave SW
Oelwein, IA 50662

Qty	Description	Unit Price	Total
1	Rebuild shelter at Redgate park to fit existing cement pad		
1	Material to build 22x52 shelter & roof over bathrooms 22x16 [Includes 2 steel doors with steel frame]	\$16,808.61	\$16,808.61
1	Includes poles, trusses, Rib steel, sheeting, synthetic paper, Lvl engineered lumber, bracing, & fasteners		
1	Labor to install above material	\$11,550.00	\$11,550.00
1	Finished ceiling [rib steel] labor & material	\$3,624.44	\$3,624.44
1	Does not include electical , plumbing,concrete, or block wall		

Original Proposal

Total \$31,983.05

Date of Acceptance _____

Customer Signature _____

Contractor Signature _____

Thank you for your business.

Proposal

KS Construction
109 11th Ave NW
Oelwein, IA 50662
319-283-2892

Date: 04/05/2021
Proposal 10150

Bill To:
City of Oelwein
20 2nd Ave SW
Oelwein, IA 50662

Ship To:
20 2nd Ave SW
Oelwein, IA 50662

Qty	Description	Unit Price	Total
1	Price changes since last fall		
60	OSB sheeting 4 x8 x5/8 \$29.13+ tax last fall , This Spring 51.33 + tax [A difference \$ 23.75]	\$23.75	\$1,425.00
16	6x6x14 Treated pole \$21.45 per pole difference	\$21.45	\$343.20
1	These prices good as of friday 4/2/21		
1	Revised pricing for Redgate shelter		

*Additions
FOR
Price Hikes
in material*

Total \$1,768.20

Date of Acceptance _____

Customer Signature _____

Contractor Signature _____

Thank you for your business.



WE'VE GOT YOU COVERED

Box 625 113 North Griffith Road
 Carroll, IA 51401
 www.feldfire.com

Invoice

Invoice Number: 0318072
Invoice Date: 6/1/2021

Sold To:

Oelwein Fire Department
 Attn: Chief Mike Hillman
 200 W. Charles St
 Oelwein, IA 50662

Ship To:

Oelwein Fire Department
 Attn: Chief Mike Hillman
 319-283-8166
 200 W. Charles St
 Oelwein, IA 50662

Customer Number		Customer P.O.		Terms	Salesperson	Ship VIA	Invoice Date	Invoice Number	
00-1301400				Net 30	0020	UPS	6/1/2021	0318072	
Ordered	Shipped	BackOrd	U of M	Item Number	Item Description	Whse	Price	Amount	
1.00	0.00	0.00	EA	RRWM-24/20	24--20" Wide Section	000	5,118.000	5,118.00	
Box 625 113 North Griffith Road Carroll, IA 51401 www.feldfire.com						Ph: (712) 792-3143 Fx: (712) 792-6658 Iowa Sales Tax Permit No. 1-14-004938M		E-mail: www.feldfire.com Website: sales@feldfire.com	
Member NFPA, NAFED, I.A.F.C., I.F.A., I.F.C.A						Net Order:	5,118.00		
						Less Discount:	0.00		
						Freight:	520.00		
						Sales Tax:	0.00		
						Invoice Total:	5,638.00		



PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

MEMORANDUM

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

SUBJECT: City Park Electrical Upgrades

The Park Department was awarded a grant from the Fayette County Community Foundation in the amount of \$10,000 in 2020. These grant funds are to be utilized in upgrading and replacing the existing electrical panels at City Park. These panels are heavily used during the Oelwein Celebration every year that brings thousands of people to the community. This project needed to be completed and reports turned in by March 31 per grant requirements originally. The contractor (Etringer Electric) did not get the project done so the City worked with the foundation and was granted an extension with the grant money to be completed by May 31st. The contractor still did not complete the project by the allotted timeframe, after several weeks of unanswered calls and messages. The foundation was contacted and they are willing to grant the City a final extension to complete this project. We are recommending that Irvine Electric be approved to complete this project as soon as possible.

City Park Electrical Project

Irvine Electric	\$24,850
Etringer Electric	\$22,150



Joshua Johnson MA
Oelwein Park Superintendent



June 1, 2021

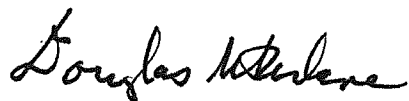
Mr. Dylan Mulfinger:

Please find the Williams Center for the Arts request for funding from the City of Oelwein Hotel/Motel Tax.

We greatly appreciate the City support of the Center and the programming provided to the citizens of Oelwein.

If I can be of further assistance, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Douglas McFarlane". The signature is written in a cursive style with a large initial 'D'.

Douglas McFarlane,
Director – Williams Center for the Arts

**CITY OF OELWEIN
HOTEL AND MOTEL TAX FUNDING APPLICATION
(TOURISM, COMMUNITY CULTURE AND EDUCATION,
AND COMMUNITY RECREATION AND EVENTS)**

Application Deadlines
September 1 – December 1
March 1 – June 1

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

**Organization Name: Williams Center for the Arts
(Williams Center, INC.)**

Contact Name: Douglas E. McFarlane, Executive Director

Mailing Address: P. O. Box 636

City, State, and Zip: Oelwein, IA 50662-0636

Phone: 319-283-6616 FAX: 319-283-4497

Email Address: dmcfarlane@oelwein.k12.ia.us

Total Project Cost: \$14,800

Amount requested from the Hotel/Motel Tax Funds is \$1500.

Please indicate which category you are applying for funds:

- Primary
- Community Culture and Education
- Community Recreation and Events
- New and Emerging Organization and Events

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

Applicant:

By *Douglas E. McFarlane* June 1, 2021

Douglas E. McFarlane
(Printed name)

**CITY OF OELWEIN
HOTEL/MOTEL TAX FUNDING APPLICATION
(Tourism, Community Culture and Education, and Community Recreation and Events.)**

Project Identification:

1. What is the title of your project?

Providing financial support to open the Williams Center for the Arts in presenting the first show of the 2021-2022 Artist season. (Boy Band Night)

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

This project is designed to help in the continued process of reopening Williams Center for the Arts. The Center is reopening for the presentation of shows in the for the 2021-2020 season on August 28, 2021. These funds are for the The Boy Band Night concert. Other operating expenses include salaries, payments to Oelwein Community School District toward utilities and custodial services, printing, advertising, artist's fee, lighting, and other expenses.

The closure of the Center due to the Covid 19 pandemic resulted in the Williams Center for the Arts canceling the remainder of the 2019-2020 and the entire 2020-2021 concert seasons. The loss of revenue for this period of time was over \$100,000. Funding sources such as ticket sales and sponsorships dried up.

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

The Williams Center for the Arts has been one of the top destinations of choice for the arts in the five county areas of northeast Iowa, consisting of Fayette, Allamakee, Clayton Winneshiek, and Buchanan Counties. Almost 1/3 of our audiences have come from communities other than Oelwein. We have had concert attendees from over 40 area communities, including patrons from include: Spencer, IA, Des Moines, IA, Minneapolis, MN, Rochester, MN, Galena, IL, Dubuque, IA, as well as the Oelwein area. People coming to Oelwein for programs at the Williams Center for the Arts not only come to the programs but also spend money with our local businesses such as eating establishments, convenience stores and motel/hotels.

During a normal concert year, the Williams Center for the Arts has spent almost \$10,000 in hotel costs at the Oelwein Cornerstone Inn and Suites. An additional \$1350 was spent for artist meals and hospitality. Sound for all nine events would total \$7,500, professional lighting \$2500 and advertisement for the season is about \$5,900,

An itemized listing of projected expenses is found at the end of this grant application.

Project Evaluation:

A. Targeted Population

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

a. Number of guests.

In years prior to this projected reopening, the number of guests generated by this project is over 100 persons. This includes the performers as well as members of the audience needing housing.

b. How will hotel/motel guests be tracked?

We ask for information from the Super 8 Hotel, the Parkview Motel and the Cornerstone Inn and Suites as to the number of rooms used and how many guests were housed in those rooms per evening.

2.) Number of adults this project will reach.

The number of adults this project will reach is The Williams Center for the Arts will reach 2,300 adults. This includes providing residents with special needs the opportunity to attend the events at the center. Groups with special needs using the Williams Center for the Arts include: Mercy One Living Plus, the two Alternative Living Homes in Oelwein, Full Circle Services, Grandview Nursing Home, Oelwein Care Nursing Home, and the ABCM facilities in Independence, IA. These residents are admitted to the Artist Series event at a greatly reduced ticket price. Because of Covid 19, these entities may not be able to return coming to the Center immediately.

3.) Number of youth the project will reach.

As has been Center policy, all Oelwein Community School District School students (K-12. are admitted at no charge. The school populations that are entitled to this service is around 1300.

C. Volunteers

1.) Number of volunteers

It is anticipated there will be about 25 volunteers per event.

2.) Number of volunteer hours.

We anticipated volunteers would be contributing 50 or more hours to the reopening process.

D. Attendance of events during the previous year(s)

The total number of visitors to the Williams Center for the Arts has been approximately 75,000 persons. (This includes the Williams Center for the Arts Artist Series, North East Iowa Honor Bands and Honor Choirs, Pre-All State High School Vocal Workshop, Programs and Concerts from the Oelwein Community Schools, Gallagher-Bluedorn children's plays, and various Community usages, as well as the State of Iowa, and the Federal Government.

E. Day open to the public or performances(s)?

The Center officials anticipate that the reopening of the center Artist Series programs will be August 28, 2021. Of course, this is contingent on the status of the Covid 19 virus. At this time we project that ticket sales for the first event will go on sale in June 2021.

4. Project Budget:

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

Cost estimates are Included at the conclusion of this grant request. Date of cost completion is anticipated to be September 1, 2021.

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

Matching funds:

*The Greater Oelwein Charitable Foundation and the Northeast Iowa Charitable Foundation will be involved in providing funding.

*We continue to search for grants to assist us in the reopening process.

*The Williams Center for the Arts is hoping for a \$1,500 from this City Hotel/Motel Tax to help reopen the Williams Center for the Arts

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

No

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

This application, if approved allows for the resumption of normal operation.

E. Have you ever received Hotel/Motel funding? From the City of Oelwein in the past?

Yes: X No: _____

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

Amount of Funding: The Williams Center Artist Series has received \$4,000 each year in the past. This amount was raised to \$6,000 each year. We are hoping for a \$1,500 grant for this particular event.

Completion Date is: September 1, 2021.

The final report for this grant will be filed soon as all bills have been submitted and paid.

TOTAL BUDGET FOR FUNDS BEING REQUESTED IN THIS APPLICATION:

Salaries: \$4800

Sponsorship Materials: \$800

**Season Ticket expense for advertising, printing seat signs and
other related expenses: \$1000.**

Remainder of Boy Band Night Fee: \$4000

Boy Band Advertising: \$500

Utilities: \$500

Hotel: (2 nights 5 rooms @ night) \$1000

Sound and Lights: \$2000

Meals: \$200

Total Projected cost for this grant application: \$14,800



Minutes

Planning Finance Enterprise and Economic Development
Oelwein Community Plaza, 25 West Charles, Oelwein,
Iowa

May 24, 2021 - 5:30 PM

Pledge of Allegiance

Discussions

1. Consideration of a motion to recommend approval of tear down assistance to Gerry VandeVorde for 125 6th St. SW and 125 7th Ave NE

Seeders asked what was happening to these homes if he was not provided with funding.

Mulfinger let the committee know that VandeVorde would have to follow the code enforcement process as he was in the middle of it before staff wanted to take the idea of taking all of the properties to council.

Fisk asked if any of them were rented right now and wondered why none of them are mowed.

VandeVorde said that none of them were being rented and that he had someone mowing them.

DeVore was concerned that the city should not pick up the tab for an investor who is no longer interested in working on their properties.

Shekleton let the committee know that only two of the VandeVorde properties could be salvaged.

VandeVorde said he was not asking for a bailout, but that he was ready to work with the city.

Seeders motioned to recommend funding the request and send the decision to City Council.

The motion died for a lack of a second.

Adjournment

The meeting adjourned at 5:50 P.M.

Dylan Mulfinger, City Administrator



DEMOLITION ASSISTANCE APPLICATION

Demolition cost assistance for up to 50 percent, with a limit not to exceed \$5,000 is available from the City of Oelwein through Neighborhood Revitalization Program Funds. Application deadlines are January 1, April 1, July 1 and October 1 annually. Along with the application, two demolition bids must be included for consideration. All qualified applications will be reviewed and prioritized by the Oelwein City Council. Reimbursement of funds will be awarded 30 days after demolition, once the final demolition invoice and proof of payment are provided and a successful inspection is completed by a Code Enforcement Officer.

A qualified applicant may apply for funding demolition to more than one qualified property. A qualified property may only receive a single award of program funds. Applications which are not funded may reapply.

PROJECT INFORMATION

Address of Property
to be Demolished: 407 9th St. SE.

Applicant Name: Mike Lillibridge

Owner Name: Mike Lillibridge

Mailing Address: 215 9th Ave S.W.

City, State, Zip: Oelwein, IA: 50662

Phone: 319-283-8175

E-mail Address: m.lillibridge@q.com.

Legal Description:

Application date: 6.1.2021

Is the property cleaned out? If not, why?

(Attach additional page if necessary)

Yes old washing machine

Why do you need the financial assistance on the tear down?

(Attach additional page if necessary)

City wants tore down, can't afford whole cost.

What is the future of this property?

Sell lots

If qualified applicant has received Economic Development Neighborhood Revitalization Program funding for any other qualified property, for each property state the following:

Year awarded Project (address of property)

Amount awarded

List last date the structure was continuously occupied MAY 2020

List the last time this structure was served by utilities June 1st 2021

If Applicant is qualified as the purchaser pursuant to a valid offer to buy the qualified property, then attach a copy of offer to buy or other purchase contract document.

List partners and identify participation in the project (such as, financial, administrative, etc.):

Partner Identify participation in project

(For Official Use Only)

Community Development Department Application Review

Application reviewed on: 6/2/2021

Application reviewed by: Jay Shekleton

Comments:

After an interior and exterior inspection, it is in the opinion of the building official, the dwelling and garage structure be demolished. The foundation and floor joists of the dwelling are in disrepair. The walls of the garage structure show signs of horizontal movement and has open mortar joints.

Bryan Construction Inc
 1302 Outer Rd
 Oelwein, IA. 50662

Estimate

DATE	ESTIMATE NO.
5/20/2021	2370

NAME / ADDRESS
Michael Lillibridge 215 9th Ave. SW Oelwein, IA 50662

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Demolition House And Garage 407 7th St SE Oelwein 1. Cap Utilities As Required By City 2. Provide City Of Oelwein Building Permit 3. Remove Trees As Needed 4. Demolish House And Garage 5. Transport / Disposal Of House And Contents At Black Hawk County Landfill 6. Remove Foundations And Provide Clean Fill To Minimum 4' Depth 7. All Work To Be In Compliance With Governing Regulations 8. Tire Removal Fee Is \$20.00 Each (Not Included) 9. City may or may not require replacement of curb and gutter if driveway is removed. Cost of this work is not included. Upon receipt of full payment, a paid invoice and scale tickets will be submitted to The City for your cost sharing reimbursement.		7,600.00	7,600.00
Proposal Valid For 30 Days		TOTAL	\$7,600.00

029403

Invoice

SOLD TO <i>Mike W. L. Lillibridge Lillibridge</i>		SHIP TO <i>Dustin Zetter</i>		
ADDRESS <i>Oelwen Iowa</i>		ADDRESS <i>1866 140th</i>		
CITY, STATE, ZIP <i>Oelwen Iowa</i>		CITY, STATE, ZIP <i>Hazleton</i>		
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE

563-608-3204

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		<i>Estimate House Removal in Oelwen</i>	<i>7500</i>	<i>sq</i>	

edams 594G

09-15











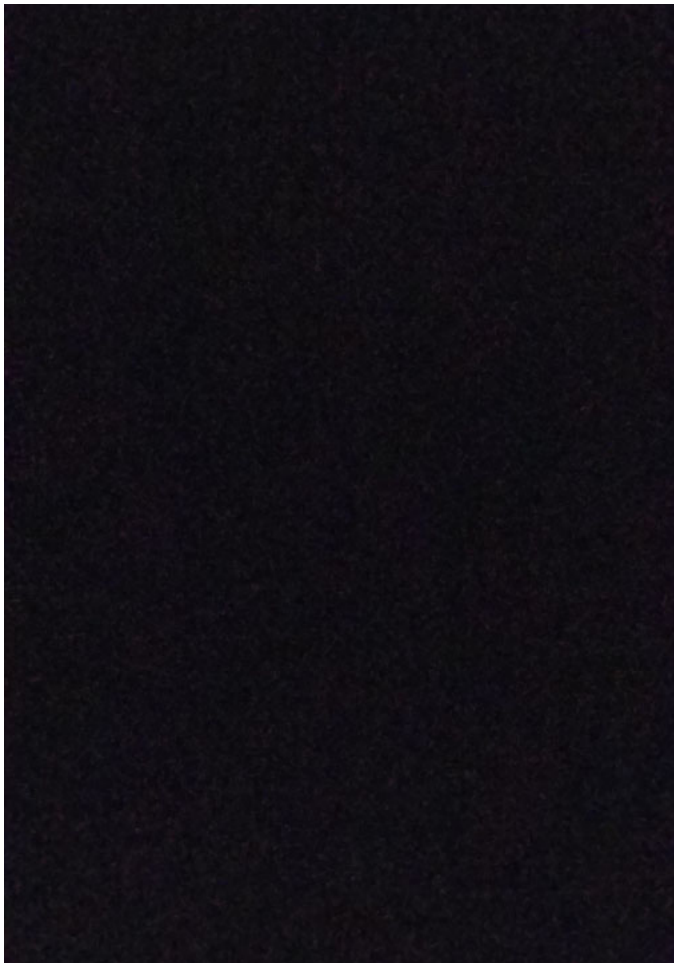




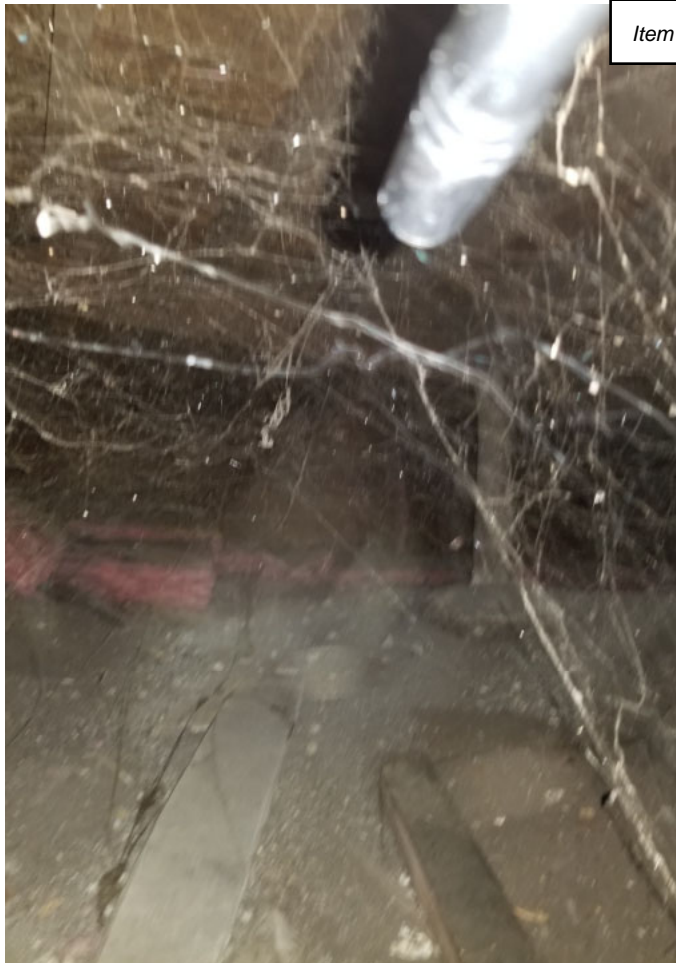








Item 26.

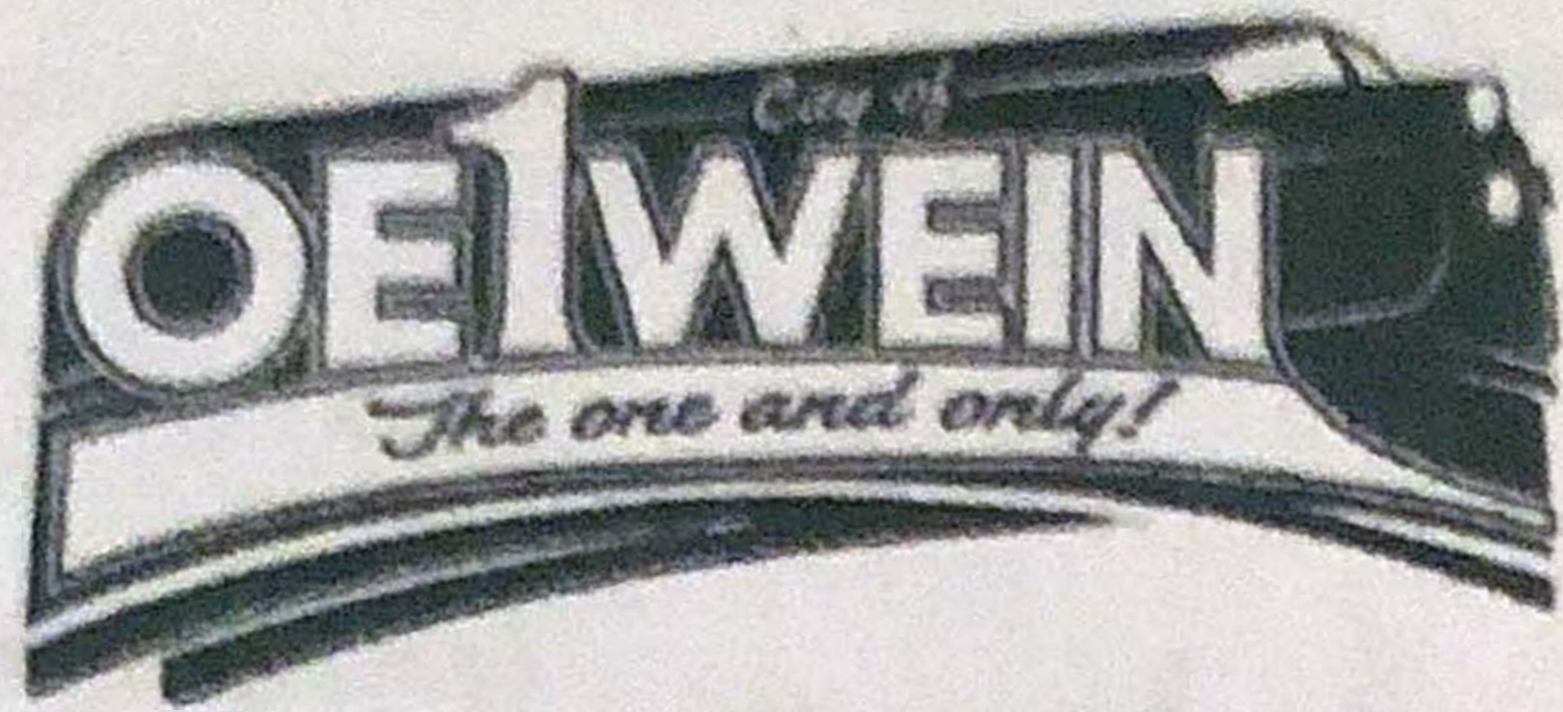








Item 26.



DEMOLITION ASSISTANCE APPLICATION

Demolition cost assistance for up to 50 percent, with a limit not to exceed \$5,000 is available from the City of Oelwein through Neighborhood Revitalization Program Funds. Application deadlines are January 1, April 1, July 1 and October 1 annually. Along with the application, two demolition bids must be included for consideration. All qualified applications will be reviewed and prioritized by the Oelwein City Council. Reimbursement of funds will be awarded 30 days after demolition, once the final demolition invoice and proof of payment are provided and a successful inspection is completed by a Code Enforcement Officer.

A qualified applicant may apply for funding demolition to more than one qualified property. A qualified property may only receive a single award of program funds. Applications which are not funded may reapply.

PROJECT INFORMATION

Address of Property to be Demolished: 412 1st Ave NE, Oelwein, IA

Applicant Name: Todd and Mary Bender

Owner Name: Todd and Mary Bender

Mailing Address: 416 1st Ave NE, Oelwein IA 50602

City, State, Zip:

Phone: 319-238-1417^(M) or 319-238-2119^(H)

E-mail Address: tdbender0413@gmail.com

Legal Description: Lots 88 + 89 BLK 13 Wings Add.

Application date: June 8, 2021

If qualified applicant has received Economic Development Neighborhood Revitalization Program funding for any other qualified property, for each property state the following:

Year awarded 2021

Project (address of property) 511 2nd Ave NE, Oelwein IA

Amount awarded \$3842.50

List last date the structure was continuously occupied

Unknown

List the last time this structure was served by utilities

Unknown

If Applicant is qualified as the purchaser pursuant to a valid offer to buy the qualified property, then attach a copy of offer to buy or other purchase contract document.

List partners and identify participation in the project (such as, financial, administrative, etc.):

Partner

Identify participation in project

(For Official Use Only)

Community Development Department Application Review

Application reviewed on: June 9, 2021

Application reviewed by: Jay Shekleton/Building Official

Comments: The dwelling located at 412 1st Ave NE has been vacant for an undetermined amount of time. This has been a nuisance property that was abandoned by the previous owner. The dwelling and accessory structure continue to deteriorate, are a public safety hazard and a blight to the neighborhood. The city aquired the property throught the 657A process. Benders have purchased the property from them City of Oelwein and paid the back taxes owed. Benders have agreed and are eager to demolish the dwelling and garage structure with the help from the City of Oelwein's demolition assistance program.

Bryan Construction Inc

1302 Outer Rd
Oelwein, IA. 50662

Item 27.

Estimate

DATE	ESTIMATE NO.
3/25/2021	2365

NAME / ADDRESS
Todd Bender 416 1st Ave. NE Oelwein, IA 50662

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Demolition House And Garage 412 1st Ave NE Oelwein 1. Cap Utilities As Required By City 2. Provide City Of Oelwein Building Permit 3. Remove Trees As Needed 4. Demolish House And Garage 5. Transport / Disposal Of House, Garage And Contents At Black Hawk County Landfill 6. Remove Foundations And Provide Clean Fill To Minimum 4' Depth 7. All Work To Be In Compliance With Governing Regulations 8. Tire Removal Fee Is \$20.00 Each (Not Included) 9. City may or may not require replacement of curb and gutter if driveway is removed. Cost of this work is not included. Upon receipt of full payment, a paid invoice and scale tickets will be submitted to The City for your cost sharing reimbursement.		10,400.00	10,400.00
Proposal Valid For 30 Days		TOTAL	\$10,400.00

March 25, 2021

Todd & Mary Bender
Oelwein, Iowa 50662

Re: House Demolition at 412 1st Ave. NE and 511 2nd Ave. NE

Todd & Mary Bender,

As requested, we are submitting a proposal for the demolition of the houses at 412 1st Ave. NE and 511 2nd Ave. NE in Oelwein, Iowa. Our Cost Proposal and detailed Scope of Work are as follows: # 7685

Scope of Work – Demolition

- City of Oelwein Demolition Permit
- Iowa One Call to locate utilities
- Disconnect of water and sewer services at property line per the City of Oelwein requirements
- Demolition of houses and garage at 412 1st Ave NE and house at 511 2nd Ave. NE
- Removal of building debris and landfill dumping fees
- Removal of all house concrete foundation walls, footings, and slabs
- Removal of private sidewalks and driveways
- Backfill of basement
- Regrade disturbed areas, 4” of topsoil, and fine grading
- Contractor Salvage Rights to materials and items left in building at time of demolition
- General Liability Insurance

Exclusions

- Disconnect of electrical and gas services (by Alliant Energy)
- Hazardous material (including asbestos) testing, removal, and disposal
- Removal and replacement of concrete curb
- Seeding and erosion control
- Tree removal

The asbestos containing slate siding at the 411 2nd Ave. NE house will need to be removed prior to demolition.

Bid Proposal - \$18,685.00

Terms – Net 30 Days

If the house foundation walls and basement slab can be broken up and used for solid fill the revised cost is as follows:

Bid Proposal - \$17,585.00

March 25, 2021

Todd & Mary Bender
Oelwein, Iowa 50662

Re: House Demolition at 511 2nd Ave. NE

Todd & Mary Bender,

As requested, we are submitting a proposal for the demolition of the house at 511 2nd Ave. NE in Oelwein, Iowa. Our Cost Proposal and detailed Scope of Work are as follows:

Scope of Work – Demolition

City of Oelwein Demolition Permit

Iowa One Call to locate utilities

Disconnect of water and sewer services at property line per the City of Oelwein requirements

Demolition of houses at 511 2nd Ave. NE

Removal of building debris and landfill dumping fees

Removal of house concrete foundation walls, footings, and slabs per the City requirements

Removal of private sidewalks and driveways

Backfill of basement

Regrade disturbed areas, 4” of topsoil, and fine grading

Contractor Salvage Rights to materials and items left in building at time of demolition

General Liability Insurance

Exclusions

Disconnect of electrical and gas services (by Alliant Energy)

Hazardous material (including asbestos) testing, removal, and disposal

Removal and replacement of concrete curb

Seeding and erosion control

Tree removal

The asbestos containing slate siding at the 511 2nd Ave. NE house will need to be removed prior to demolition.

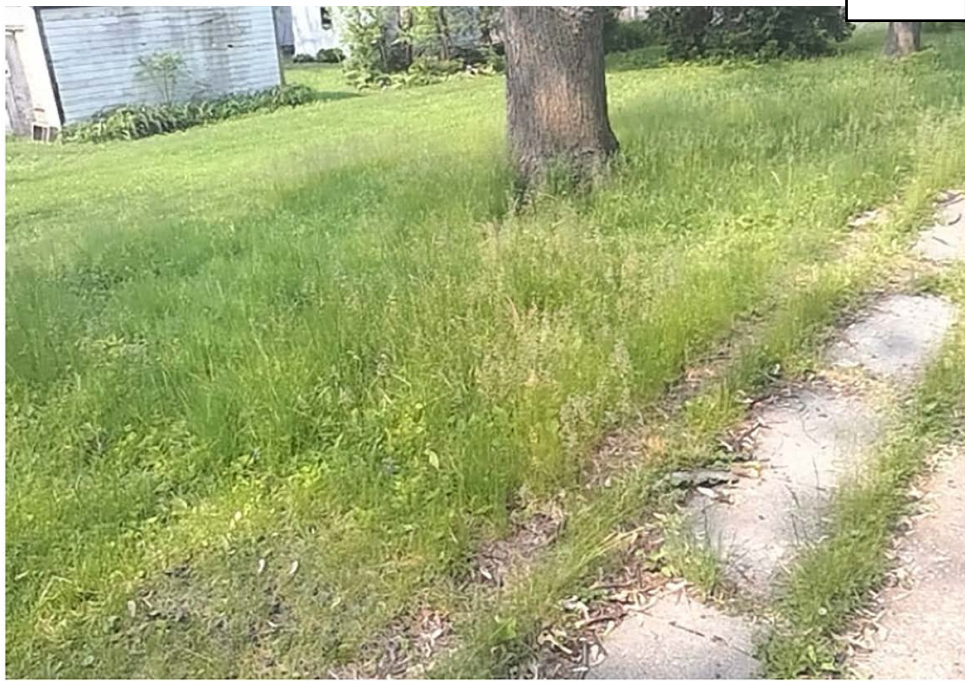
Bid Proposal - \$7,685.00

The additional cost to remove and dispose of the asbestos slate siding is \$2,500.00

All work to be completed per all State, Federal, and City requirements. Demolition work to be completed in (1) one mobilization.

If you have any questions, you can contact me at 563-543-7360 cell.

Respectfully submitted,
Chad Lansing
Lansing Brothers Construction













I, Deborah Fousek, don't have the funds to fix up the house, 15 5th Ave SW, up to code. So, I also don't have the funds to demolish the house. I would do a quick claim deed to the city.

Deborah Fousek



June 10, 2021

PFEED Board Members,

The property located at 15 5th Ave SW, has been offered by the owners to the city via quit claim deed. The owners of the property cannot afford to pay for repairs or demolition. We have taken houses in the past through legal process to demolish the blight in the neighborhoods and possibly make way for a potential new home. Acquiring the property would put the city in control of the property and the future of the property.

Part of the plan would be to take the property located at 15 5th Ave. SW, so it could be joined to the property to the south, which the city has acquired through the 657A Process. This property to the south is 17 5th Ave SW, which was an abandoned home. The city would find a local contractor or possible investor interested in rehabilitating the dwelling, give them both properties for the cost of deed transfer and attorney fees. The contractor would be required to demo the structures located at 15 5th Ave SW, utilizing demolition assistance from the city.

Taking the home located at the 15 5th Ave SW address would ensure the city would not have to deal with future code enforcement or abatements. By joining the parcel to the south and offering the home to a contractor or investor to be rehabbed, it would increase the value of the property. This could also provide a marketable home with a substantial sized lot and generate higher tax revenue for the city.

Jay Shekleton,
Building Official





Minutes

Park & Rec Meeting

Aquatic Center

May 26th, 2021 - 5:15 PM

Park and Recreation www.oelwein.fun

Call to Order: 5:27pm

Roll Call: Burkhart, Cantrell, Gearhart, Johnson, Jorgensen, Meska, Stasi, Stewart, Taylor

Attending: Burkhart, Cantrell, Gearhart, Johnson, Jorgensen, Stasi, Taylor

Absent: Meska, Stewart

Approval of Minutes

- Consideration of a motion approving the minutes of the March 15th, 2021 meeting

Motion: Gearhart

2nd: Stasi

Aye: All

Nay: None

Chairperson and Vice Chairperson Nomination: Current: Taylor chairperson and Stasi vice chairperson.
Motion for Stasi to become chairperson and Gearhart vice chairperson.

Motion: Jorgensen

2nd: Gearhart

Aye: All

Nay: None

Cemetery – Block 18/walking bridge removal, 5th ave intersection changes

Motion: Jorgensen

2nd: Stasi

Aye: All

Nay: None

Park and Recreation Master Plan

- 6 - 10 years

Johnson presented the board with options at aquatics, campground, trails and park areas. Discussion about splash pad at Reidy Park and all the possibilities for City Park/lake continued along with playground equipment replacement. Burkhart gave some options for recreation and the wellness center. Taylor asked what is going on with the free weight room. Burkhart stated that the school took it over during the day for their classes and had some members quit due to this. Burkhart stated that the steering committee would be meeting with the school this summer to work on the 28e agreement the school has with the city.

Recreation Report – Burkhart stated that the soccer program has concluded. Little league is starting with practice starting this past week and t-ball and blast ball starting in June. Burkhart stated that her diamond maintenance person quit on her after a week, as the parks department people are helping until a replacement will be found. Gearhart stated that the diamonds could use more attention. Burkhart stated that they would do yoga in the park twice, once at Platt Park and another in July in the evening. Tai chi session is planned for August. Burkhart stated that two additional employees have been hired at the wellness center. Burkhart stated that they are

working on corporate memberships with East Penn coming in, then Transco, Ashley, and City Laundry. Burkhart stated that she is low on scholarship funds for pool passes, which usually lasts three years.

Aquatics Update –Johnson walked the board around the facility and showed them the various new additions. The board

- The new slide for the little kids has been secured to the pool deck and is ready for action.
- The employees dug out the old mulch in the front of the aquatic center and put back some new bright mulch for the upcoming season.
- All the infected dying ash trees were removed last fall in the front entrance and a variety of new trees planted.
- The brick borders on the shower house and doors were painted blue last season.
- Mediacom came to pool to get the phone/internet hooked up for the season.
- The surveillance system has been installed at the aquatic center, which is a CIP item that will provide coverage for the whole facility. This system was instrumental in catching the vandals the police department where looking for last week.
- New pads and batteries were installed in the AED.
- The employees also installed sanitizing stations throughout the aquatic facility.
- The new pump and motor for the slide have arrived but waiting on an adapter
- LED lights installed last year
- 3 new permabrellas installed
- Slide top canopy and guard stand umbrellas installed with grant through RJ McElroy trust
- Shelter to be installed when contractor gets there
- New gutters panels when they arrive
- New pool cleaner is in use now
- New first aid supplies and rescue tubes replaced
- New pool controller that is WIFI compatible that controls the water chemistry
- The backflow preventer was inspected
- This past weekend the City had an individual from the Cedar Falls YMCA certify 12 guards and this coming weekend another individual from UNI is coming to certify the rest of the guards.

Tree Board Update

- In the tree board award presentation last month, the board learned that they are the recipient of the Growth Award from Trees Forever, which is awarded to cities that expand tree programming every year, along with the Tree City Award for 2020.
- This past month the Tree Board received their Outstanding Community Organization plaque from the Iowa Urban Tree Council.

Trails Update

- Segment 1 – Johnson explained that the contractor is working to finish the section near the pool first so that it will be done as soon as possible. Johnson stated that the large section in the NW has been cleared of trees, utilities moved by Alliant Energy, and rocked up. Johnson stated that the contractor would be back in a few weeks to pour that section.

- This past month the trails committee accepted a much appreciated \$4,000 donation for trails from the owners of Pizza Ranch, Brandi and Gerald Hershey.
- The park department got the new two-stage snow blower attachment for the skid loader this past month for trails and other uses, along with a set of pallet forks for the cemetery workers.
- Johnson completed a trail grant for Iowa DOT COVID funding that would give the City up to \$500,000 for trails if funded.

Parks/Cemetery Report

REDGATE

Johnson stated that the park employees installed the new playground equipment at Red Gate Park that the park department received through a grant from the RJ McElroy Trust this past fall. Johnson provided a picture to the board of the progress completed on the shelter. The plumbers finished the rough plumbing for the bathroom project at red gate. Kevin Stickle has put up the shelter and put the tin on the roof.

Cemetery

Employees dragged the gravel roads at Woodlawn Cemetery to even them out and Jay picked up a load of patch to fill in potholes as well. The cemetery employees found a headstone that someone had tipped over and put it back into place, up front in block 18. Foundations were poured the first week of May and funeral homes notified for headstone placement.

Platt Park

At Platt Park, employees reinstalled the grill by the shelter that we poured a new pad and rebuilt last fall. The departments completed the sidewalk with other concrete projects lined up. At some point this season, employees will install the new drinking fountain along this sidewalk. The employees will have to dig up about 30' and tap into the existing water line to the bathroom.

City Park

Jay and Tim put the final fittings on and preparing the drinking fountain at City Park on the west side of the bridge. At that shelter, employees removed all the picnic tables last fall and returned the proper amount that had been gone through and painted this winter.

Downtown

Johnson explained that the parks employees spread 60 cubic yards of mulch downtown in the flowerbeds. Last week the employees took delivery of the flowering hanging baskets that they put up as well for Mike Ledesma to water every morning.

Parks General

The employees took picnic tables that Jay painted over the winter months and distributed in various parks. The employees cleaned the primitive toilets and repaired the vandalism that occurred over the winter months. The employees have been mowing certain properties as the streak of warm weather got the grass growing in open areas. Tim Ledesma took the stump grinder to City Park and ground three stumps out where the city lost ash trees in the airplane area. The department took possession of the street department skid loader as part of an equipment upgrade this week. This will enable the department to utilize attachments without having to borrow the skid loader as well. This month, 4-goal setter basketball hoops were delivered that will be installed at Wings Park, CIP items.

Fayette Day of Caring

On Wednesday, Johnson arranged for Upper Iowa University to send a sorority group down to paint a shelter at City Park. This is part of their annual day of caring that they had to skip last year due to COVID. The shelter was located on the point at City Park, in which they painted everything plus the tables.

Antioch Church

The Antioch Church of Oelwein brought in a bunch of volunteers to walk through Woodlawn Cemetery, pick up loose decorations, and pick up sticks. The group also had a bunch of volunteers walk through Wings Park and pick up sticks and debris in the park as well. The church group had a cookout at the shelter in which anyone in the community was invited to have a free lunch.

United Way – Day of Caring

Johnson stated that this event took place at various park locations throughout the City. Several City departments helped his year and they appreciated each department that participated. The park department had employees from parks and cemetery each location to help guide volunteers and complete all the projects planned for the day. At City Park the library painted the front sign, City Hall helped work on the disc golf course with Kens Electric and East Penn. At Platt Park, Veridian, Fidelity Bank and Nate Schares helped paint the front sign, old playground equipment and picnic tables. At Redgate Park, Transco employees spread an entire semi load of mulch around the playground equipment, painted the older playground equipment, and painted shelters. At the Aquatic Center, Mercy One hospital sent people to power spray the pool shell. In addition, the Police Department and Community Development helped run a Cat5 cord to the pump room. At the log cabin, Lumber Ridge replaced the boards and painted the two benches at that location. Oelwein Community Schools had their kids walk the trails, Platt and Wings picking up garbage and sticks.

Woodlawn Flag Raising

Last Saturday morning an estimated 40 volunteers came out to Woodlawn to help put the flags up along the roadways. Johnson stated that the weather was great as usual but the volunteers did a great job making the facility look its best.

Campground

Jay and Tim L. dug up and replaced a yard hydrant at City Park on Wednesday that was bad. Jay and Johnson restrung the safety barrels at City Park Lake to keep patrons away from the dam that broke loose due to ice movement in the spring thaw. Tim L. took the harley rake and stirred up, and smoothed out the campground pads. Johnson stated that WIFI is now available for the campground patrons as another amenity to bring in more campers.

Board Member Updates - None

Adjournment – 6:35pm

Next Meeting: June 21st, 2021



Minutes

Airport Board

Municipal Airport, 19623 40th Street, Oelwein, Iowa

May 20, 2021 - 6:30 PM

CALL TO ORDER

The meeting was called to order at 6:30 P.M. by Bryan.

ROLL CALL

Present: Tuchscherer, Bagge, Nations, Bryan, Woodraska
 Also Present: Council Liaison Stewart, FBO Tegeler
 Absent: None

APPROVAL OF MINUTES

1. Consideration of a motion to approve the minutes of the April 15, 2021 meeting

A motion was made by Tuchscherer, seconded by Woodraska to approve the minutes of the April 15, 2021 meeting. All voted aye.

Motion Carried

EXPENSE REVIEW

2. Review of Expenses and Revenue

Tuchscherer submitted a bill for splash blocks in the amount of \$63.44. It will be forwarded to City Hall for reimbursement.

FBO REPORT

Tegeler reported he is working on obtaining quotes from three companies for the new fuel system. He did stress the need to have the system installed and trouble free by July or it would need to wait until October due to the crop spraying.

OLD BUSINESS

Tegeler said he had a conversation with City Administrator Mulfinger and the runway crack sealing will not be done this year. When asked, Tegeler stated he will be spraying the cracks with weed killer.

It was reported there are two hangars currently vacant with a possibility of a third when the new owner of an aircraft housed at the airport takes possession.

A quote from Ashley Furniture in Cedar Falls was received for a Lazy Boy recliner in the amount of \$450.00. Furniture Showcase will be contacted for a price.

No information has been received from Conner Carlson. Bagge will make contact with him to see if he still has interest in using the terminal for a question/answer session on learning to fly.

SCHEDULE NEXT MEETING DATE

The next meeting was scheduled for June 24, 2021 at 6:30 P.M. at the airport.

ADJOURNMENT

A motion was made by Woodraska, seconded by Nations to adjourn at 6:55 P.M.



Dillon Law PC

209 E 1st Street
Sumner, Iowa 50674

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

INVOICE

Invoice # 8675
Date: 05/27/2021
Due Upon Receipt

City of Oelwein nuisance/abatement work

nuisance/abatement work 657A's

Type	Date	Notes	Quantity	Rate	Total
Service	04/30/2021	email to sam re letter unable to serve	0.10	\$60.86	\$6.09
Service	04/30/2021	email to CD re hamilton filing, review filing	0.20	\$60.86	\$12.17
Service	05/03/2021	email re mcintosh letter, email to pat, file review, email Sam	0.20	\$61.90	\$12.38
Service	05/10/2021	send case list	0.10	\$61.90	\$6.19
Service	05/10/2021	site visit to 407 4th AVE SE	0.50	\$139.16	\$69.58
Service	05/11/2021	dr. Leo emails.	0.25	\$139.16	\$34.79
Service	05/11/2021	email correspondence with Sam	0.10	\$61.90	\$6.19
Service	05/18/2021	email to Jay and Sam re trial Rocha, draft and file witness list	0.30	\$61.90	\$18.57
Service	05/21/2021	draft exhibits list, label all exhibits, file list and exhibits	0.40	\$61.90	\$24.76
Service	05/25/2021	review filing, email to Sam and Prouty, adjust calendar, set task,	0.20	\$61.90	\$12.38
Service	05/27/2021	adjust calendar, email to Sam -Hamilton	0.20	\$61.90	\$12.38
				Total	\$215.48

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
8460	04/28/2021	\$125.43	\$0.00	\$125.43

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
8675	05/27/2021	\$215.48	\$0.00	\$215.48
Outstanding Balance				\$340.91
Total Amount Outstanding				\$340.91

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



Dillon Law PC

209 E 1st Street
Sumner, Iowa 50674

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

CityOelwein

Oelwein City Attorney

INVOICE

Invoice # 8676
Date: 05/27/2021
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Service	04/30/2021	ct community development re trails and easement issues with Shaer, tcw Jay re outstanding issues Tcw Dr. Leo re: building tear down issues.	0.35	\$136.83	\$47.89
Service	05/10/2021	council meeting	0.75	\$136.83	\$102.62
Service	05/13/2021	Flat Rate: Drafting Affidavit concerning St. John	1.00	\$50.00	\$50.00
Expense	05/13/2021	Reimbursable expenses: Recording fee for St. John Affidavit	1.00	\$17.00	\$17.00
Service	05/13/2021	review proposed 28E agreement, email re JTWROS still on St. John's deed, email to admin re Dodd Frank potential enforcement action.	1.00	\$136.83	\$136.83
Service	05/19/2021	carious communications re vicious dog hearing, email correspondence and call to Robin Irvine for witness, review docs	0.40	\$60.86	\$24.34
Service	05/19/2021	call from Neidart re vicious dog	0.10	\$60.86	\$6.09
Service	05/21/2021	email to Dylan	0.10	\$60.86	\$6.09
Service	05/21/2021	ordinance drafting, review agenda	1.00	\$136.83	\$136.83
Service	05/21/2021	schaer email.	0.10	\$136.83	\$13.68
Service	05/24/2021	Vicious Animal Appeal- Oelwein	0.50	\$136.83	\$68.42
Service	05/24/2021	attend city council meeting	1.00	\$136.83	\$136.83

Service	05/25/2021	draft and send vicious dog post appeal letter	0.10	\$60.86	\$6.09
Service	05/25/2021	dictate viscous dog letter	0.10	\$136.83	\$13.68
Expense	05/26/2021	Reimbursable expenses: Fee to Recorder for legal description	1.00	\$2.00	\$2.00
Service	05/27/2021	tcw viscous dog victim mother post hearing concerns	0.10	\$136.83	\$13.68
				Total	\$782.07

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
8461	04/28/2021	\$863.09	\$0.00	\$863.09

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
8676	05/27/2021	\$782.07	\$0.00	\$782.07	
				Outstanding Balance	\$1,645.16
				Total Amount Outstanding	\$1,645.16

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



To: Mayor and City Council

From: Dylan Mulfinger

Subject: Administrator's Council Agenda Memo

Date: 06/14/2021

Consent Agenda

1. Consideration of a motion to approve the minutes of the May 24, 2021 Council meeting
2. Consideration of a motion to approve Change Order 1 in the amount of \$106.34 for Segment 1 Trail Improvements Project
3. Consideration of a motion approving payment to Bacon Concrete, LLC in the amount of \$117,494.54 for work completed on Segment 1 Trail Improvements Project
4. Consideration of a motion approving payment to Fehr Graham in the amount of \$6,484.50 for work completed on Segment 1 Trail Project

Ordinances

5. Consideration of an Ordinance Amending Water and Sewer Rates, Chapter 7 of the Code of Ordinances of the City of Oelwein, Iowa - Second Reading
 1. The City Administrator has met with council several times to work through the needed rate increases. The new rate increases remove the infrastructure fee and add all charges to the rates. These rate increases will help address several projects occurring in water and wastewater. The City is taking a significant step in upgrading infrastructure and fixing problems. The city is trying to stay ahead of DNR mandates and new utility requirements. The City Administrator recommends approving the second reading.
6. Consideration of an Ordinance Amending Section 22-70 to Change Speed Zones on 10th Street SE/Old Road - Second Reading
 1. This change will help cleanup an area that has been incorrect due to signage from the contractor. The new zone will be signed by the city and the lower speed limit will help with the trail crossing in this area. The City Administrator recommends approving the second reading.
7. Consideration of an Ordinance Amending Chapter 16 Garbage and Trash, Section 16 Duty to Dispose - First Reading
 1. City Council has provided direction that enforcement should get stronger on overflowing containers, recycling contamination, and yard waste in trash cans. The City needs additional code to work through these issues. The process is still being worked out for enforcement. The City Administrator recommends approving the first reading.

Resolutions



- 8. Consideration of a Resolution Authorizing Temporary Closure of Public Ways or Grounds for Oelwein Fire Department Water Ball
 - 1. The volunteers have a great community event. No issues have occurred in the past. The City Administrator recommends approving the resolution.
- 9. Consideration of a Resolution Directing the Sale of the City's Interest in 9 6th Street NE, Oelwein, Fayette County, Iowa
 - 1. This property has no future. Combining it with the current property would be the perfect fit. The City Administrator recommends approving the resolution.
- 10. Consideration of a Resolution Accepting Work Covering the Wings East Pavement Improvements Project and Engineer's Statement of Final Completion
 - 1. Wings East has been completed. This road project is a significant investment for the city and the taxpayers. This project will provide excellent streets for this neighborhood. The City Administrator recommends approving the resolution.

Motions

- 11. Consideration of a motion approving Change Order No. 3 for adjusting the estimated bid quantities on the Wings East Pavement Improvements Project
 - 1. This change order is for the final quantities for the Wings East Project. The City Administrator recommends approving the motion.
- 12. Consideration of a motion approving Progress Payment No. 4 to Lodge Construction in the amount of \$3,590.05 which releases all payment except the 5% retainage on the Wings East Pavement Improvements Project
 - 1. This payment request is the second to last. The City Administrator recommends approving the motion.
- 13. Consideration of a motion to approve Progress Payment No. 5 (final) to Lodge Construction in the amount of \$23,820.90 for the release of the 5% retainage on the Wings East Pavement Improvements Project
 - 1. This is the final pay request for the Wing's Project. This project is complete and ready to be closed out. The City Administrator recommends approving the motion.
- 14. Consideration of a motion authorizing signatures on Certificate of Substantial Completion for Wings East Pavement Improvements Project
 - 1. This motion will finalize the project for Wings East. The City Administrator recommends approving the motion.
- 15. Consideration of a motion authorizing the Mayor to sign a one year contract with George Tegeler for Fixed Based Operator Services at the Oelwein Municipal Airport
 - 1. Council had provided direction to the City Administrator to explore different FBO services coming from a large firm that may offer more services. That work is still on going with limited success. In the meantime, the City Administrator recommends a one-year contract with the current FBO. The rate of pay has increase by two percent. The City will take over



fuel charging once new card reader and potentially pumps are installed. The City will still accept the flow fee. The City Administrator recommends approving the motion.

16. Consideration of a motion authorizing signatures on Agreement for Cleaning Services with Horan Cleaning LLC
 1. The city continues to receive superior cleaning services. This contract has been updated to include new sections of City Hall. The City Administrator recommends approving the motion.
17. Consideration of a motion amending the City Cell Phone Policy
 1. The City Administrator has provided a memo on the reason for this change. The City Administrator recommends approving the motion.
18. Consideration of a motion approving the On Call Policy
 1. The City is losing dispatch which results in not having an entity to work the call out list for the city. After reviewing other entities and their process, the city is going to on call. This will ensure one person is available for city situations or emergencies. The County will now call the on-call phone if someone has a utility related emergency. This new process was implemented at one time at the city but has since changed. The City has reviewed other polices and ran this through an attorney. The City Administrator recommends approving the motion.
19. Consideration of a motion approving a Professional Services Agreement with Shive Hattery for Library Roof
 1. The time has come to get serious about the library roof in hopes that if a large improvement is needed, the city can bond for the improvement. This study will help determine the problems in the attic with ice dams and water penetration. The City Administrator recommends approving the motion.
20. Consideration of a motion approving a contract with Advantage Archives for digital archiving
 1. The City has a large number of records that are sitting and not easily accessible. The City needs to start a process for digitization and searchability. This contract is a great start and will help minimize the clutter in City Hall. After one year the City will evaluate the need for these services. The City investigated buying a scanner, but prices were too high compared to contracting the services. The Library already uses this company and has positive reviews. The City Administrator recommends approving the motion.
21. Consideration of a motion approving Pay Request #1 from KS Construction in the amount of \$26,000.00 for work completed on Redgate Shelter Project
 1. Work so far has been completed and is satisfactory. We have worked with local contractor to absorb some of the large cost that hit the material market. The city will have one more payment after this request. The City Administrator recommends approving the motion.
22. Consideration of a motion authorizing the purchase of Fire Gear Racks from Feld Fire in the amount of \$5,638.00



1. The volunteers are ready to change it up and put all gear at the station. This would require all personnel to leave dressed from the station. This would greatly minimize the number of vehicles at the scene and would prevent hazardous smoke-filled gear in cars. The City Administrator recommends approving the motion.
23. Consideration of a motion approving City Park Electrical Upgrades by Irvine Electric in the amount of \$24,850.00
 1. Joshua Johnson has provided a write up on the need for the change for this project. The City Administrator recommends approving the motion.
24. Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development Committee re: Demolition Assistance for 125 6th Street SW and 125 7th Avenue NE
25. Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development Committee re: Demolition Assistance for 407 7th Street SE
26. Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development Committee re: Demolition Assistance for 412 1st Avenue NE
27. Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development Committee re: Hotel/Motel Tax Funding Application from Williams Center for the Arts in the amount of \$1,500
28. Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development re: acceptance of property located at 15 5th Avenue SW
 1. The City only takes homes when it is an advantage to the city. Taking this home will lead to a larger lot for a house with a bright future. The City Administrator recommends approving the motion.



PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

TREE BOARD MINUTES

TUESDAY JUNE 1ST, 2021

PARK BUILDING @ 5:30, 500 7TH AVE SW

1. Roll call – Ron Lenth, Joshua Johnson, Kyle Scheel, Jeff Milks, Bill Brownell, Robby McKeeman
2. Absent: McKeeman
3. Call to order: 5:32PM
4. Approval of May 3rd, 2021 minutes
Motion: Brownell Second: Lenth
Aye: All Nay: None
5. Growth programs – Discussion about this year’s new programming for trees was reviewed from the past meeting.
6. Fall planting locations – Johnson asked the board to start finding locations to plant trees for this upcoming planting in October.
7. Old business - None
8. New business – Discussion about the parade float for the Oelwein Celebration this coming Saturday. Johnson said they will use the City truck to help promote tree planting in the community.
9. Adjourn: 3:53pm
10. Next meeting – July 5th, 2021

*Adjourn to treatment plant for tree trimming



PARKS MONTHLY UPDATE, MAY 2021
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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

This month, a semi load of mulch arrived at Red Gate Park to be spread out by volunteers from Transco, for the United Way Day of Caring. On the first Monday evening of the month, I held the monthly Tree Board meeting at the park shop. In this meeting, we discussed future programming for the board and upcoming projects for this group. The cemetery employees finished the memorial bench that Dave Sondrol paid for in memory of Roger Schulz in Plaza Park. The contractors are moving right along with the trails project in the northwest. Alliant Energy has installed some new utility poles and have moved their services to the south side of 6th ave NW and we are now waiting on Mediacom to move their lines. The park and cemetery employees worked together pouring concrete. We all started at Platt Park to finish the sidewalk, then the pad at Plaza Park, drinking fountain pad at City Park and cemetery headstone foundations. The trusses arrived for the shelter project at Red Gate Park. We attached the plaque that the Wellmark Foundation gave the city for the Wings Park trail project. On Wednesday evening, we met with lifeguards to complete their paperwork and discuss upcoming trainings that they need to complete. I have been working with Joe Bouska with the United Way Day of Caring. We have groups going to most parks, trails, and aquatic center for projects. We are expecting around 50-60 volunteers plus all the school kids.

This month with the help of United Way, the Day of Caring took place at various locations throughout the City. Several City departments helped his year and we appreciate each department that participated. We had employees from parks and cemetery each location to help guide volunteers and complete all the projects planned for the day. At City Park we had the library paint the front sign, City Hall helped work on the disc golf course with Kens Electric and East Penn. At Platt Park, Veridian, Fidelity Bank and Nate Schares helped paint the front sign, old playground equipment and picnic tables. At Redgate Park, Transco employees spread an entire semi load of mulch around the playground equipment, painted the older playground equipment, and painted shelters. At the Aquatic Center, Mercy One hospital sent people to power spray the pool shell. In addition, the PD and Community Development helped run a Cat5 cord to the pump room. At the log cabin, Lumber Ridge replaced the boards and painted the two benches at that location. Oelwein Community Schools had their kids walk the trails, Platt and Wings picking up garbage and sticks. I hosted the trails committee meeting on the second Tuesday evening of the month were we worked on our next trail grant that will be turned in. Peggy and I have been working on getting the pool facility up and running for the season. Bacon construction has completed most of the rock base for the new trail segment in the northwest and moved equipment to complete the segment by the pool facility.

Carrico Aquatics stopped by the aquatic center with the new pool cleaner (CIP item) and gave us a demonstration on cleaner. This new cleaner is more powerful and advanced then past cleaners. Once the cleaner is put into the pool after closing; it will sit and wait for a couple hours to wait for the particulates in the water to settle to complete a more thorough cleaning. We took all 40 burner tubes out of the pool boiler and cleaned them up and Alliant Energy turned the gas on. The pool heater started right up after sitting two years, so we are not going to look at it or talk about that anymore. We had the first round of guard training this weekend so that we will have enough guards to open the 29th. Work is progressing on the Redgate shelter as Kevin Stickle and workers are putting up the rafters over the existing slab from the old shelter the City lost in the tornado. The park workers picked up the hanging flower baskets from the school this week and hung the downtown baskets this month. This month, I turned in the cities application to the Iowa DOT for COVID-19 trail funding. This month, I attended the upper explorerland meeting via zoom meeting. Sheri has been busy

PARKS MONTHLY UPDATE, MAY 2021
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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

mowing empty lots and houses the City has and Mike has been cleaning the downtown every morning. Ray Crandall has been taking care of the campground facility as attendance is starting to pick up.

This month, the city had volunteers come in this past Friday to put up the flags at Woodlawn Cemetery. At the Aquatic Center, we have been working on getting the facility ready for this past Saturday opening. A lot of extra work has gone into the facility that sat last year. Another trainer came in on the weekend to certify the rest of the lifeguards at the pool. The slide top canopy was installed along with permabrellas and guard stand umbrellas. The facility already had its first break-in of the season but with the new surveillance system. This week the new basketball hoops were delivered to the shop that will go in at Wings Park, which are a CIP item. Work is continuing on the shelter at Redgate as Kevin has put the metal on the roof this past week. Trail work is continuing by the pool area this week as the contractors wanted to have this section done before the pool opened. Jay has been dragging diamonds for the rec program until they can get another person hired. Wednesday night I held the park and rec board meeting at the aquatic facility where I highlighted all the projects and updating this department has completed over the past year at the pool.

MULCH



TREE BOARD



MEMORIAL BENCH



TRAILS PROGRESS





PARKS MONTHLY UPDATE, MAY 2021
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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

TRAILS PROGRESS

ALLIANT ENERGY



CONCRETE WORK



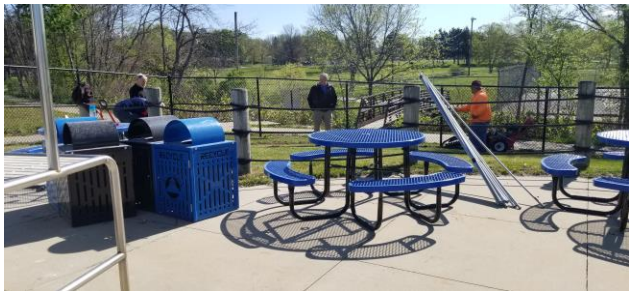
TRUSSES FOR RED GATE

PLAQUE INSTALLED



POLICE DEPT.

COMMUNITY DEVELOPMENT



LIBRARY

CITY HALL



PARKS MONTHLY UPDATE, MAY 2021
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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

LUMBER RIDGE



TRANSCO



PLATT PARK



PLATT PARK



REDGATE PARK



REDGATE MULCHING



PARKS MONTHLY UPDATE, MAY 2021
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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

KENS ELECTRIC

AQUATICS



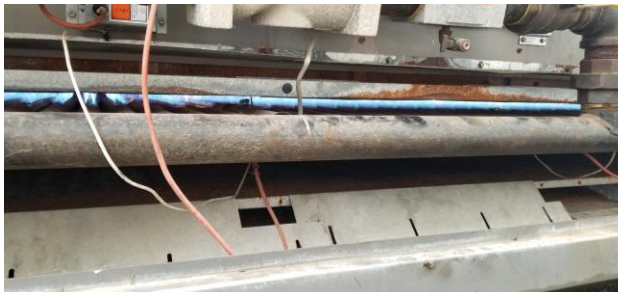
TRAIL WORK



POOL CLEANER



POOL BOILER



REDGATE SHELTER PROGRESS





PARKS MONTHLY UPDATE, MAY 2021
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

DOWNTOWN HANGING FLOWERS



TRAILS GRANT SUBMITTED



TRAIL PROGRESS



FLAG RAISING





PARKS MONTHLY UPDATE, MAY 2021
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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

FLAG RAISING



WOODLAWN



BASKETBALL HOOPS



SHLETER PROGRESS



PARKS MONTHLY UPDATE, MAY 2021
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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

AQUATICS TRAINING

SLIDE CANOPY



PERMABRELLAS

TRAIL WORK

DIAMOND MAINTENANCE



Daily Activities **www.oelwein.fun**

- | | |
|---|--|
| <ul style="list-style-type: none"> ❖ Sanitizing shop and equipment ❖ Pick up garbage downtown ❖ Checking/maintaining parks, cemeteries ❖ Maintenance on equipment | <ul style="list-style-type: none"> ❖ Order supplies for all departments ❖ Safety meetings ❖ Meet with contractors |
|---|--|



Progress on Projects www.oelwein.fun

- ❖ Website work ongoing
- ❖ Finished ordering CIP items
- ❖ Trail easements/grants
- ❖ Work on Park and Rec master plan
- ❖ Surveillance system completed
- ❖ Bathroom/shelter project at Red Gate park ongoing
- ❖ Pool opened
- ❖ Trail Segment 1 work
- ❖ Memorial bench installed at Plaza Park
- ❖ Finished shelter/sidewalk at Platt Park
- ❖ Flag raising at Woodlawn
- ❖ Extra trimming and mulching at Vets
- ❖ United Way - Day of Caring completed
 - Red Gate mulched and smaller shelters and picnic painted
 - Disc Golf work at City Park
 - Power washing at pool
 - CAT5 cord run at pool
 - Bench painted at log cabin
 - Bench, sign, playground equip. at Platt Park
 - City Park sign painted
 - Trail cleaned
 - Cemetery sign painted

Next Month and Future Projects www.oelwein.fun

- ❖ Disc golf course install
- ❖ Diamond 3 in-field fencing
- ❖ Website work
- ❖ Remove old well houses at City Park
- ❖ Drinking fountains install, City & Platt
- ❖ Diamond 1 building work
- ❖ Arching sign for entrance at Woodlawn
- ❖ Electrical project at City Park
- ❖ Replace decking on old bridge
- ❖ Grant work
- ❖ Pool shelter install
- ❖ Motor/Pump replacement at pool
- ❖ Block signs at Woodlawn
- ❖ Install basketball anchors/ hoops at Wings Park
- ❖ Volleyball set at Redgate Park
- ❖ Trail counter install

JOSHUA JOHNSON MA
OELWEIN PARK SUPERINTENDENT



The Oelwein Public Library Board of Trustees will meet on Tuesday, June 8, 2021 at 5:00 p.m. at the Oelwein Public Library.

AGENDA

Roll Call

Agenda Approved

Minutes Approved

Correspondence and communications –

Trustee Training – Library Access – hours open

Director’s Report – Summer Reading Program, Roof/Attic, Annual Survey, Monthly Annual Maintenance Report, Freon Leak, ARPA Grant

Friend’s Report –

Bills Approved –

Unfinished Business

New Business

Policy Review – Fines and Charges

Adjournment

May Statistics

Circulation:

21 May: 2,673

20 May: 1,588

Attendance:

21 May: (1,372) Sunday()

20 May: (505) Sunday()

Computer Use:

21 May: 237

20 May: 27

New Patrons:

21 May: 15

20 May: 1

Wireless: 434

Wireless: 246

Program Attendance:

21 May: 208

20 May: 0

Reference Questions:

21 May: 420

20 May: 309

Website Visits:

21 May: 536

Acquisitions:

Books 61

Movies 6

BRIDGES Downloads: 366

eBooks: 248

Audio: 92

eMagazines: 26

HOOPLA Downloads: 104

eBooks: 44

Audio: 34

Movies: 10

Comics: 14

Music: 2

49. (Tier 1) **(ENHANCED STANDARD)** Library hours are posted and fixed based on users' and potential users' available time. This standard is based on a typical week, one in which the library is open regular hours with no holidays. A typical week does not include summer hours.

To satisfy this standard the library must be open a minimum of 10 hours per week and at least one hour during each of the following times:

- ❖ At least one morning (12am to 12pm)
- ❖ At least one afternoon (12pm to 5pm)
- ❖ At least one evening (until 6pm)
- ❖ Saturday and/or Sunday

Fines and Charges
 September 8, 2005
 Revised 4/8/09, 5/12/10, 9/13/12, 2/13/18, 6/8/21
 Reviewed 12/17/15

The library may charge fines or fees to encourage compliance with rules that promote fair and equal access to limited resources. The library may assess fees or pass through cost for use of resources outside this institution.

Library Card

- Initial card - no charge.
- Replacement card - \$2.00

Overdue Material

- Patrons are instructed on length of time material may be used.
- Materials returned in the book drop after closing are considered returned the next day the library is open.

Notification

- Telephone calls and notices are sent at regular intervals to cardholders with overdue library materials.
- The last notice is a bill for the retail price of the item.
- Long overdue accounts may be submitted to a collection agency and/or to a local law enforcement agency for further action. (See Code of Iowa, Chapter 714.5, Theft of Library Materials and Equipment).

Lost or Damaged Materials

The cardholder is responsible for

- Retail price of lost item.
 - Magazines - **\$5.00.**
- Repair cost of damaged item.
 - Repairable item - \$2.00
 - Discarded item – Retail price of item
- Materials checked out on lost or stolen card prior to notification of card's loss.
- The library will absorb the replacement cost of lost or damaged library materials if the items were lost or damaged due to a catastrophic disaster, the patron does not have insurance, and the items were not overdue.

Suspension of Privileges

- Library privileges will be suspended if a patron has
 - A fee of \$2.00 or more
 - Overdue material
 - Lost material

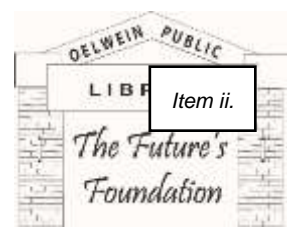
Oelwein Public Library Minutes June 8, 2021

The June 8, 2021 meeting of the Library Board of Trustees was cancelled due to lack of quorum.
President Mars signed the library claims.

Respectfully submitted,

Susan Macken

Library Report to the City Council – June 2021



Summer Reading Program 2021!

Programs for Adults and Teens:



Flower Pounding Art

June 9th at 2:00



Leaf Art

June 18th at 2:00



Illuminated Letter Painting

June 21 at 2:00

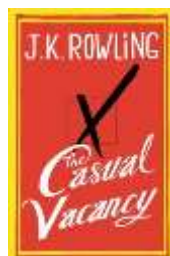
\$10 materials fee



Stained Glass Demonstration

June 22 at 2:00

Book Club June 29
at 2:00



Programs for Kids



Tails & Tales

June 10th at 10:00



Mad Mixture

June 16th at 10:00



Make a
Kaleidoscope

June 23rd at 2:00



Make a Comic Strip

June 30th 2:00

Pages & Play Club

We meet every Wednesday at 10 am [outside](#) the library. Masks are recommended and we will practice social distancing. In case of inclement weather, we will move indoors.

6/2 Reading Colors Your **World**

6/9 Reading **Moves** Your World

6/16 SRP Program

6/23 Reading **Colors** Your World

6/30 Reading Colors Your World

MAY 2021

CITY OF OELWEIN TREASURER'S REPORT

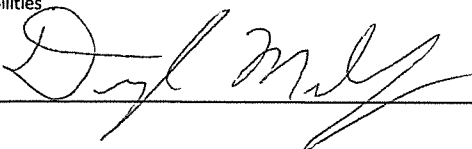
Date Printed

6/2/2021

Item ii.

Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	569,549.66	272,244.95	283,895.13	(916.67)	556,982.81	
051 County Emergency Manage	14,087.90	3,664.09	10,520.56	-	7,231.43	
110 Road Use Tax	809,679.29	65,366.41	103,217.24	-	771,828.46	
112 Trust and Agency	493,024.65	145,831.49	67,268.10	-	571,588.04	
113 Flex Spending	1,436.73	1,637.08	818.54	-	2,255.27	2,255.27
119 Emergency	37,415.03	7,560.61	-	-	44,975.64	
120 Sidewalks Repaired/Replaced	-	-	-	-	-	
121 Sales Tax	599,560.56	50,267.34	-	-	649,827.90	
122 Hotel/Motel Tax	78,165.84	8,833.22	5,000.00	-	81,999.06	
123 Gas-Electric Franchise Fee	788,233.75	134.67	47,355.96	(21,180.00)	719,832.46	
124 Library Bequest	375,218.60	64.11	-	-	375,282.71	
126 Downtown TIF	153,093.68	46,275.95	-	-	199,369.63	
127 Industrial Park TIF	26,415.10	26,424.17	-	-	52,839.27	
128 Ind Park SubFund TIF East Penn	850,816.13	1,443.78	-	-	852,259.91	
132 DARE	2,738.80	-	-	-	2,738.80	
136 Trees Forever	19,905.82	-	-	-	19,905.82	
146 Oelwein Housing Revolving Loan Fund	126,037.06	21.53	-	-	126,058.59	
160 Econ Dev (\$12,500 Wellness Res)	298,520.12	11,701.00	28,056.27	-	282,164.85	
161 IRP Revolving Loan	402,106.93	12,150.26	101,226.79	-	313,030.40	314,257.19
162 Downtown Business Grants	78,024.36	13.33	-	-	78,037.69	
166 NSP	-	-	-	-	-	
167 Oelwein Volunteer Fire Dept	22,694.32	-	-	916.67	23,610.99	
177 Forfeit Assets	4,001.60	-	191.77	-	3,809.83	
200 Debt Service	720,696.96	96,864.22	1,410,896.25	21,180.00	(572,155.07)	
201 Water Bondsinking	197,124.52	33.68	-	16,888.00	214,046.20	
202 Sewer Bondsinking	598,643.23	102.28	-	53,800.00	652,545.51	
205 Special Assessments	2,667.00	-	-	-	2,667.00	
214 2016A GO UR ED Bond Ind Pk Land	-	-	-	-	-	
269 Future Proposed Bond Sale	-	-	-	-	-	
282 CDBG Housing Rehab	554.72	-	-	-	554.72	
285 2009 Bond Sale	-	-	-	-	-	
286 2016B GO Bond (Rise City Port)	-	-	-	-	-	
287 2020 GO Bond	171,800.67	29.35	7,874.00	-	163,956.02	
288 2016D Water Revenue Bond	-	-	-	-	-	
302 Oelwein Housing Teardown	(451,050.06)	-	-	-	(451,050.06)	
305 Airport Grant	(99,330.31)	-	-	-	(99,330.31)	
307 Tri Park Trail Extensions	712,402.36	121.72	11,701.84	-	700,822.24	
314 Oel Ind Park E Penn/14th St Ext	491,989.73	84.06	-	-	492,073.79	
385 West Water Tower	(64,717.60)	-	14,318.57	-	(79,036.17)	
386 42 Well Rehab	(204,901.13)	178,073.11	17,013.50	-	(43,841.52)	
387 Pave 10th Street SE/Old Road	35,225.40	6.02	18,447.05	-	16,784.37	
397 Railroad Grant-Viaduct	39,328.45	6.72	-	-	39,335.17	
501 Cemetery Perp Care	290,050.44	60.22	-	-	290,110.66	5,110.66
600 Water (2016D Reserve \$67,000)	531,410.29	82,155.51	58,295.57	(16,888.00)	538,382.23	
601 Water Infrastructure Fee	928,580.45	15,692.18	1,385.00	-	942,887.63	
620 Customer Water Deposits	131,078.35	3,300.00	3,465.26	-	130,913.09	
640 Fuel	29,552.50	-	467.60	-	29,084.90	
670 Landfill	16,794.95	47,241.66	28,148.15	-	35,888.46	
671 Recycling	(10,042.78)	6,178.65	56.00	-	(3,920.13)	
672 ROW Trees Utility Fee	29,572.97	5,163.65	140.94	-	34,595.68	
680 Wellness Center	(12,889.25)	10,276.13	12,513.95	-	(15,127.07)	
700 Sewer/Waste Treatment	836,924.48	113,202.88	64,347.36	(52,055.00)	833,725.00	
701 Sewer Infrastructure Fee	187,488.64	5,169.74	-	(1,745.00)	190,913.38	
706 20th Street Lift Station	76,090.92	13.00	-	-	76,103.92	
	10,935,771.83	1,217,408.77	2,296,621.40		9,856,559.20	
Fidelity 999-1003 and Community 999-1004 Money Market Accounts						8,117,120.40
CD'S Cemetery \$285,000/Water Deposits \$100,000						385,000.00
Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002						320,396.33
Unapplied Accounts Receivable						-
Balance Checking Account 999-1000						1,034,042.47
Payroll Liabilities						-
					9,856,559.20	9,856,559.20

Signature:



Date:

6/2/21