



## Agenda

City Council Work Session Meeting  
Oelwein Public Library, 201 East Charles, Oelwein, Iowa  
6:30 PM

May 08, 2023  
Oelwein, Iowa

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**Mayor:** Brett DeVore

**Mayor Pro Tem:** Lynda Payne

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

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### Pledge of Allegiance

### Discussions

- [1.](#) Wellness Center Review.
- [2.](#) Dispatch Discussion.

### Adjournment

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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

**ENRICHMENT CENTER SHARED USE AGREEMENT**  
PERFORMING ARTS & WELLNESS & RECREATION CENTERS

THIS AGREEMENT made and entered into the 19th day of August, 2002, by and between OELWEIN COMMUNITY SCHOOL DISTRICT (hereinafter referred to as "District"), and CITY OF OELWEIN, IOWA (hereinafter referred to as "City"); and GREATER OELWEIN AREA CHARITABLE FOUNDATION, INC. (hereinafter referred to as "Foundation") (collectively the "Parties"):

WHEREAS, District is a school corporation organized and existing under laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E;

WHEREAS, City is a municipal corporation organized and existing under the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E;

WHEREAS, Foundation is an Iowa non-profit corporation organized and existing under the laws of the State of Iowa and is a private agency as defined in Iowa Code Chapter 28E;

WHEREAS, public agencies may enter into an agreement with private agencies for joint and cooperative action pursuant to Iowa Code Chapter 28E; and

WHEREAS, Parties find that joint and cooperative action will be to their mutual advantage and will promote more efficient and expanded use of school buildings and equipment as contemplated by Iowa Code § 276.2;

WHEREAS, District and Foundation have entered into a Lease Agreement dated December 1, 2000, under which the District agrees to lease land to Foundation on which Foundation will cause to be constructed certain improvements and which at the end of the lease term, Foundation will cause such improvements to be conveyed unconditionally to District; and

WHEREAS, District and Foundation are willing to share certain portions of the land and improvements for community programs;

WHEREAS, District, City and Foundation are willing to accept such a shared use agreement to use District facilities; and

WHEREAS, Parties believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into with regard to the development and use of such land and improvements, which agreement will be to their mutual advantage.

NOW, THEREFORE, Parties agree as follows:

1. GRANT. District shall permit City to share use of the following described real property and improvements thereon for City programs, hereinafter referred to as "Enrichment Center":

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- A. Performing Arts Center
- B. Wellness and Recreation Center
  - a. multi-purpose room
  - b. aerobics room
  - c. lounge
  - d. community room
  - e. racquetball courts
  - f. therapy / wellness room
  - g. exercise equipment room(s)  
(free weights / weight machine / aerobic machine)
  - h. wrestling room excepting at such times the wrestling room is required for the exclusive use of the District for competitive wrestling program
- C. Middle School swimming pool
- D. Enrichment Center may also include other areas and facilities of District as cooperative programs are developed and upon mutual agreement of the parties.

provided that such use shall be strictly in accordance with the terms of this agreement.

In addition, District grants to City, its employees and invitees, the non-exclusive privilege to reasonable use and enjoyment of the common areas. Common areas, as referred to in this agreement, shall mean all parts of the project in which the building of which the Enrichment Center are a part is located, the building in which the demised premises are located, and related land uses and facilities outside the Enrichment Center and available to be used in common by City and District. Common areas include, but are not limited to parking lots, sidewalks, hallways, restrooms, storage areas, etc., provided that such use shall be strictly in accordance with the terms of this Agreement.

2. **DURATION OF AGREEMENT.** The duration of this agreement shall be an initial term of twenty-five (25) years commencing with the date of filing of this agreement with the Iowa Secretary of State and the Fayette County Recorder, in accordance with Iowa Code § 561E.8. If, at the end of the initial term of this agreement, or any extensions thereof, City has complied fully with the provisions and intent of this agreement, City shall have the option to renew this agreement for five (5) additional terms of ten (10) years (on terms to be mutually agreed to by City and District). City may exercise the option(s) granted by this section by giving written notice to District at least sixty (60) days before expiration of the agreement.

3. **RENT / USE PAYMENTS.**

A. City shall pay to District \$1.00 annually as use payments for the respective use and operation of the Enrichment Center. Said use payment shall be paid directly to the District.

B. City shall pay to District upon demand, as additional rent, its pro rata share of any and all Enrichment Center and common area costs and charges. Enrichment Center and common area costs shall mean all sums expended by District for the maintenance and operation of the Enrichment Center and common area and all increases in any such costs and expenses. Costs for maintenance and operation of the Enrichment Center and common areas shall include, but not be limited to, the following: cleaning, sweeping, resurfacing and restriping parking areas; repainting; repairs to buildings and improvements, landscaping; signage and other markers; security lighting; other costs deemed necessary by mutual agreement of the parties for the maintenance and operation of the common areas; any other charges, costs and expenses that arise during the terms of the agreement; except mowing and lawn care which shall be at District's sole expense. District will not initiate any repairs or maintenance for which it will seek reimbursement from City in excess of \$1,000.000 without first obtaining the written consent of the City, which consent shall not be unreasonably withheld. Disputes between City and District shall be submitted to the Steering Committee.

C. Enrichment Center Reserve Fund. For purposes of this agreement, major improvements and replacements are those to the Enrichment Center costing in excess of \$1,000.00 to complete, exclusive of architect's fees. An Enrichment Center Reserve Fund shall be established as restricted fund in the PPEL Fund of the District for the purpose of defraying the costs of major building improvements, repairs and replacements which may be deemed necessary or desirable by the Parties. City and District shall each contribute \$2,500.00 per year toward the Fund for the first five (5) years of occupancy of the Enrichment Center or until the Fund reaches the level of \$25,000.00 whichever occurs last. The Fund shall then be sustained at the \$25,000.00 level thereafter by additional contributions from the City and District at a rate not to exceed \$2,500.00 per year each. The initial contribution by the City and the District to the reserve fund shall be made within thirty (30) days of the execution of this agreement. The annual contribution to the reserve fund by the City and the District pursuant to this paragraph shall thereafter be made on or before July 1st of each of year of occupancy. The District shall provide City with an accounting of the Enrichment Center Reserve Fund by June 1st of each year. Expenditures from the Fund shall be made only after approval of The Steering Committee. Upon the expiration of the term of this Agreement, including any extensions, District and City shall each receive one-half of the balance of any principal and interest then uncommitted and on hand in the Enrichment Center Reserve Fund.

4. UTILITIES AND SERVICE CHARGE. District shall contract for all utility services including water, electricity, heat, air conditioning, (but not telephone) and for janitorial and custodial services required on the Enrichment Center in the name of District. City shall reimburse District for its prorata share of said utility and service charges as use payments pursuant to Section 3(B), above.

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5. USE AND MAINTENANCE OF PARKING AREAS. City is granted non-exclusive use of the Enrichment Center parking area, and service and access driveway. Repair, maintenance and illumination of said common parking area, and service and access driveway shall be a shared expense pursuant to Paragraph 3(B), above, except snow removal, which shall be at City's expense.

City agrees to contribute \$21,600.00 to be allocated to the cost of constructing the access to the Enrichment Center parking lot from Middle School Drive. Said contribution shall be made in full, within thirty (30) days following the execution of the certificate of acceptance of the construction of said access road.

6. USE OF WATER LINE CONNECTIONS.

- A. City shall waive permit fees for connection to City's water and sewer system.
- B. Water usage and sewage use shall be metered and District shall contract and pay all meter charges for water usage and sewage use pursuant to paragraph 4, above.

7. SIGNAGE RIGHTS; REMOVAL FOR REPAIR

A. City shall have the privilege of placing on the Enrichment Center such signs as the Steering Committee deems necessary, including the right to place signs on the exterior of the Recreation and Wellness Center and Performing Arts Center.

B. City shall have the privilege of placing a sign, not to exceed 32 square feet, in vicinity to each entrance to the Facility.

C. In the event District shall deem it necessary to remove any such signs to repair, maintain, alter or improve the Enrichment Center, District shall have the right to do so, upon prior written notice to City and provided said signs are replaced promptly upon completion of the repair, maintenance, alteration or improvement. City shall reimburse District for its prorata share of the cost for the removal and replacement of said signs.

8. CONCESSION / RETAIL RIGHTS. Self-service vending machines may be installed within the Enrichment Center and Steering Committee may authorize retail sales of beverages and food products at the concession area. Net revenues generated by said sales shall be appropriated to the Enrichment Center operating and maintenance budget. District shall maintain records of said revenues and expenses and quarterly provide copies to City.

City and District are permitted to engage in the sale of non-food and non-beverage products related to their respective programming in the Enrichment Center and revenues generated by said sales shall be the funds of respective party, unless mutually agreed to by City and District.

9. EQUIPMENT PROPERTY RIGHTS.

A. Equipment installed by City shall be the property of the City and may be removed by City at anytime during the term of this agreement provided the City is not in breach of this agreement. On termination of this agreement, City shall remove said property. City shall repair any damage to the Enrichment Center resulting from the installation or removal of such property.

B. If City shall fail to remove all of its equipment and effects from the Enrichment Center upon termination of this agreement for any reason whatsoever, District may, at its option retain said property, or remove and dispose of said property without liability to City and City agrees to pay District, upon demand, for any and all expenses incurred in the removal and disposal, including storage charges and attorney fees.

10. STEERING COMMITTEE.

A. Steering Committee Composition. A Steering Committee shall be established which includes seven members, each with one vote. The Committee shall be comprised of:

1. Three persons selected by the Oelwein Community School District Board of Directors, which may include members of the District's Board of Directors.

2. Three persons nominated by the Mayor of the City of Oelwein and approved by the Oelwein City Council, which may include the Mayor and or members of the Oelwein City Council.

3. One person at large, to be nominated by the Board of Directors of the Greater Oelwein Area Charitable Foundation, Inc. and appointed by a majority of the remaining six members of the Steering Committee.

B. Steering Committee Powers. The Steering Committee shall be empowered to do the following:

1. Resolve disputes arising under this agreement. Decision of the Steering Committee shall be binding so long as this agreement remains in force.

2. Make decisions specifically delegated to the Steering Committee under this agreement.

3. To establish fee schedules for use of the Enrichment Center and other facilities addressed in this agreement.

4. Meet at least quarterly to facilitate communication and cooperation between the District and City in the performance of the parties under this agreement.

C. Non-Liability of Members of the Steering Committee. No member of the Steering Committee shall be personally liable for a claim based upon an act or omission of the person performed in the discharge of the person's duties, except for acts or omissions which involve intentional misconduct or knowing violation of the law, or in a transaction from which the person draws an improper personal benefit. Provided, however, that nothing in this Agreement shall be construed as constituting the waiver of any immunity from liability available to the parties, the Steering Committee members, or their officer, employees, agents, members, or volunteers pursuant to any applicable provision of law.

D. Indemnification. District and City shall defend, indemnify, and hold harmless their respective representatives on the Steering Committee and the at large member appointed by representatives of the District and City, from any and all claims, demands, causes of action, suits, settlements, and any other claimed damages, to include reasonable attorneys fees, investigative costs, suit fees and other costs associated therewith, arising out of implementation of this agreement except those resulting directly from intentional misconduct or knowing violation of the law in a transaction for which the Steering Committee member derives an improper personal benefit.

11. PERFORMING ARTS ADVISORY COMMITTEE. The Performing Arts Advisory Committee shall be appointed by the Steering Committee and shall be representative of the geographic and demographic areas comprising the City of Oelwein and Oelwein Community School District. The Performing Arts Advisory Committee shall regularly report to the Steering Committee, or upon demand of the Steering Committee.

12. WELLNESS AND RECREATION CENTER ADVISORY COMMITTEE. The Wellness and Recreation Center Advisory Committee shall be appointed by the Steering Committee. The Wellness and Recreation Center Advisory Committee shall include the District's Athletic Director, the City's Parks and Recreation Director, President of the Husky Booster Club, Chair of the Parks and Recreation Commission, and the chair of Sacred Heart School Board, together with other appointees representative of the geographic and demographic areas comprising the City of Oelwein and Oelwein Community School District. The Wellness and Recreation Center Advisory Committee shall regularly report to the Steering Committee, or upon demand of the Steering Committee.

13. MANAGEMENT AND OPERATION OF THE PERFORMING ARTS CENTER. The parties agree that the City's and District's right to occupy and use the Performing Arts Center is not exclusive, it being the intent of the Parties that the Performing Arts Center is to be shared and jointly used by the public and by public school students and staff pursuant to a "schedule" to be jointly developed and periodically updated by the Steering Committee as hereinafter provided. The parties agree that flexibility is needed in this regard and will in good faith cooperate in the scheduling of the Performing Arts Center.

The parties may notify the Steering Committee and schedule events for the Performing Arts Center more than 24 months in advance of the event. It is anticipated the Performing Arts Center will be available to entities other than the District and the City. The Steering Committee may schedule such events on a fee schedule to be developed by the Steering Committee. However, only District and City may schedule events more than 24 months in advance of the event. All scheduling shall be on a first in time priority basis, unless the Parties agree. City shall be primarily responsible for the recording, updating and distribution of said schedules.

The City acknowledges that the District has certain Board policies governing the use of its facilities. These include policies relating to health and welfare and are designed for the benefit of the District and all Facility users. The City agrees that during the time it is managing and/or using the Performing Arts Center, these Board policies will continue to apply and the District will provide copies of all applicable policies to the City prior to the commencement of this Agreement and shall also provide any modified policies to the City from time to time throughout the term of the Agreement.

A. Operation and Maintenance. The District shall have the primary responsibility and authority for the operation and maintenance of the Performing Arts Center and shall have the responsibility to provide general supervision of the Performing Arts Center during the Performing Arts Center's normal operating hours. The operation of the Performing Arts Center shall be under the general administration and supervision of the Superintendent of the District, who may delegate responsibility for any day to day operation of the Performing Arts Center to such other individual as the Superintendent may, from time to time, deem appropriate.

City will have the responsibility to provide appropriate personnel to supervise use of the Performing Arts Center during periods of the City's use and the City will provide personnel to monitor the Performing Arts Center. The District agrees to provide keys to the Performing Arts Center to the City for such purposes.

14. MANAGEMENT AND OPERATION OF THE WELLNESS AND RECREATION CENTER

A. Possession and Use of Premises. The parties agree that the City's and District's right to occupy and use the Wellness and Recreation Center is not exclusive, it being the intent of the parties that the Wellness and Recreation Center is to be shared and jointly used by the public and by public school students faculty and staff pursuant to a "Schedule" to be jointly developed and periodically updated by The Steering Committee hereinafter provided. The parties agree that flexibility is needed in this regard and will in good faith cooperate in the scheduling of the Wellness and Recreation Center.



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B. Wellness and Recreation Center Schedule and Hours of Operation. The parties agree that their respective representatives shall develop a "Schedule" prior to the commencement of the term of this agreement. The Schedule shall be updated by June 1 of each year for the next fiscal year beginning July 1. The Schedule shall identify the hours during which the Wellness and Recreation Center or any portion thereof, is to be used by the District, or by the City, or jointly. For purposes of this provision, any use of the Wellness and Recreation Center or a portion thereof, which is exclusively for the benefit of public school students, faculty or staff, or which is conducted under the auspices, supervision or control of School District personnel, shall be considered to be use of the Wellness and Recreation Center by the School District. Competitive events sponsored by the District shall be considered School District use. All other uses of the Wellness and Recreation Center shall be considered to be City use of the Wellness and Recreation Center. The parties agree that The Steering Committee may amend or adjust the Schedule from time to time as program needs and exigencies require.

In those instances where the Wellness and Recreation Center will be used simultaneously by the City and the District, the Schedule shall indicate the percentage of area to be used by each for purposes of apportioning costs of operation and maintenance.

The parties agree that the City shall keep and maintain records of actual usage by each party, for all usage during, as well as outside of normal operating hours. The City shall provide such records to the School district on a monthly basis. Said records shall be deemed approved by the School District if not objected to within ten days of receipt.

The normal hours of operation of the Wellness and Recreation Center each week shall be determined by The Steering Committee, and shall be set forth in the Schedule; provided, however, that the City may adjust the opening and closing times to more closely match public demand, so long as such adjustments do not interfere with School District use of the Wellness and Recreation Center.

The use of any portion of the Wellness and Recreation Center by the City or by the District outside of said normal hours of operation shall be deemed to be exclusive use by that party, unless its use is shared by the parties during such times. The city may provide, but shall not be required to provide, general supervisory or custodial services during exclusive District use of the Wellness and Recreation Center when such use occurs outside of the normal operating hours.

C. Operation and Maintenance. The City shall have the responsibility and the exclusive authority for the operation and maintenance of the Wellness and Recreation Center. The City shall have responsibility to properly operate and maintain the Wellness and Recreation Center, including the building and equipment, shall have responsibility to provide general supervision of the Wellness and Recreation Center during normal operating hours, and shall have responsibility to provide supervising personnel to supervise the public use of the Wellness and Recreation Center during periods of exclusive City use or shared use with the District.

The School District shall have sole responsibility to provide appropriate personnel to supervise use of the Wellness and Recreation Center by its students, faculty and staff during periods of exclusive District use or shared use with the City.

15. BUDGET AND COST SHARING. On or before December 1 of each year, the City and District shall exchange a preliminary fiscal year line item budget for the operation and maintenance of the Enrichment Center for the next succeeding fiscal year, and shall cause said budget to be submitted to the District and City for consideration in the preparation of their respective budget for the next succeeding fiscal year. The City will consult with the District regarding any changes between the preliminary and final budget for the facility.

Said budget shall reflect estimated expenses for operation and maintenance of the facility in the expense categories shown on the proposed First Year Budget for the facility, Exhibit "A" hereto.

The parties do hereby agree to annually budget and contribute monies during the term of this Agreement to defray the expense of operating and maintaining the Enrichment Center. The parties further agree that the District shall have responsibility to budget for and pay all costs and expenses associated with operation and maintenance of the facility as they accrue, and to act as comptroller in that regard. The City hereby agrees, for so long as it shall retain the right to occupy and use the Enrichment Center under this agreement, to contribute monies to the District to assist in defraying the District's costs and expenses in operating and maintaining the Enrichment Center, which contribution shall be considered to be rental and to constitute consideration for its continued use and occupancy of the facility. The City agrees that it shall be obligated to contribute annually during each fiscal year, as its share of said expenses, a percentage contribution to those cost share items equal to its actual annual percentage of usage. For purposes of this provision, (a) cost share items shall mean those cost and expense items from the fiscal year budget for the facility which the parties have agreed to share, which cost share items are identified in Exhibit "A" hereto.

The City does further agree to pay its annual fiscal year contribution in 12 equal monthly payments, each monthly payment equal to 1/12 of the appropriate percentage of the cost share items identified in the adopted budget for the Enrichment Center for that fiscal year, plus a final payment for that year as calculated and set forth in a reconciliation report as hereafter provided. Each monthly payment shall be made in advance, on or before the 20th day of the preceding month.

During the first fiscal year of Enrichment Center use pursuant to this paragraph, the respective cost shares of the parties, and the City's monthly payments shall be calculated on the basis of the Proposed First Year Budget, Exhibit "A" hereto. The City's first monthly payment shall be paid in advance.

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The District agrees that at the close of each fiscal year it will prepare a reconciliation report and that it will forward said report to the City on or before August 31 of each year. Said report shall reflect actual costs and expenses for all budgeted line items in the budget for the Enrichment Center for the preceding fiscal year, actual costs and expenses for cost share items in said budget, as well as unbudgeted costs incurred.

City agrees that at the close of each fiscal year it will prepare a report and that it will forward said report to the District which report shall also set forth the City's and the District's actual hours of Enrichment Center usage during the preceding fiscal year, based on Enrichment Center use records kept by the City. Total hours of usage shall include hours of usage by the parties outside of normal operating hours.

In the event that the District's actual expenses for cost share items for operation and maintenance of the Enrichment Center are less than what was budgeted, and if, after applying the District's and City's actual annual use percentage to said actual expenses for cost share items, it is determined that the City has paid monthly payments for said fiscal year which total in excess of the amount it should have paid, then in that event said overpayment shall be reflected in the reconciliation report as a refund payment to the City.

The parties shall either approve or object to said reports within 30 days of receipt thereof. Said reports shall be deemed to be approved by the District and City if not objected to within said 30-day period.

The parties agree that the City's final payment, or refund payment, as set forth in the reconciliation report, shall be due and payable within 30 days after the approval of the reconciliation report.

#### 16. MANAGEMENT AND OPERATION OF MIDDLE SCHOOL SWIMMING POOL.

A. Pool use, hours of operation and scheduling. The parties agree that their respective representatives shall develop a pool use schedule which shall be updated by June 1st of each year for the next fiscal year to begin July 1st. The pool use schedule will identify the hours during which the pool and associated locker facilities, or any portion thereof, is to be used by City, or District, or jointly. The parties agree that the their respective representative's may amend or adjust the pool use schedule from time to time as program needs and emergencies require (NOTE: Initial schedule - School shall have exclusive use of Middle School Pool from 8:00 A.M. through 4:00 P.M. on each day school is in session. The pool shall be available to City at all other times and days the Wellness and Recreational Center is open to the public.

B. Supervision of Pool. City shall have responsibility to provide appropriate personnel to supervise the public use of the pool during periods of exclusive City use.

The District shall have sole responsibility to provide appropriate personnel to supervise use of the pool by its students, faculty and staff during periods of exclusive District use. City and District shall each provide appropriate personnel to supervise use of the pool during times of shared use.

C. Budget and Cost Sharing. District shall have the responsibility and the exclusive authority for operation and maintenance of the pool without financial contribution from City, excepting supervisory personnel which shall be the responsibility and provided at the cost of the respective parties pursuant to Paragraph 16(B), above. The provisions of this paragraph control the provisions of Paragraph 15, above and the budget and cost sharing provisions of Paragraph 15 shall not apply to operations of the Middle School Swimming Pool.

17. RESTRICTION ON USE. The Parties shall not use, or permit the use of, the Enrichment Center for any purpose which would adversely affect the value or character of the Enrichment Center or cause the Enrichment Center to lose exempt status for tax purposes. No party shall, at any time or times during the agreement, conduct or permit any activities, program, or practices on the premises which shall violate any federal or state constitutional, regulatory or statutory provisions, or which would change, jeopardize, or prevent Foundation's status as a charitable institution under Iowa law or as a 501(c)(3) non-profit institution under Federal Law.

18. TAXES.

A. Foundation is exempt from either real estate or income taxes under the laws of Iowa and under Federal law, and the parties intent to maintain that exemption. However, in the event that such exemption is wholly or partially lost, or in the event of public charges or charges in lieu of taxes, Foundation shall pay, in addition to other amounts provided in this Agreement as they accrue in any fiscal year, all taxes, assessments and other public charges or charges in lieu of taxes levied upon or assessed against District or the Facility or the property on which it is located, arising by reason of the Foundation's occupancy, use, or possession of the recreational facility, or the business carried on therein, which are hereinafter collectively referred to as "taxes." District shall have no obligation for payment of taxes that are referred to above.

Foundation represents and warrants that it is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from federal income taxation under Section 501(a) of the Internal Revenue code, or corresponding provisions or prior law, as set forth in a determination letter or letters or other notification issued by the Internal Revenue Service to that effect. Foundation shall be in compliance with the terms, conditions and limitations, if any, in said letter(s), and the facts and circumstances that form the basis of such letter(s), as represented to the Internal Revenue Service, continue substantially to exist and no other material facts or circumstances have arisen which could adversely affect the determination in such letter(s). Foundation agrees to take all action reasonably necessary to maintain its status as such an organization and its exemption from federal income tax under said Section of the Code or corresponding provisions of future federal income tax laws at all times until the bonds, notes or other evidence of indebtedness have been redeemed.

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Foundation covenants that there are not proceedings pending, or to Foundation's knowledge, threatened in any way which affects Foundation's status as an organization described in section 501(c)(3) of the Internal Revenue Code, or which would subject any income of Foundation to federal income taxation to such extent as would result in the loss of its tax-exempt status under Section 501(a) of the Internal Revenue Code or the loss of the exclusion from gross income of interest on Bonds, Notes, or other evidence of indebtedness for federal income tax purposes under Section 103 of the Internal Revenue Code. Foundation also covenants that it is not, to its knowledge, under examination or audit by the Internal Revenue Service, nor has it received notice, oral or written, from the Internal Revenue Service of a proposed examination or audit thereby, with respect to any fiscal year of the Foundation. Moreover, Foundation agrees to not merge into or consolidate with any other entity or permit any other entity to merge into or consolidate with it if such merger or consolidation will adversely affect the Foundation's status as a corporation under Section 501(c)(3) of the Internal Revenue Code and its exemption from taxation pursuant to Section 501(a) of the Internal Revenue Code, or any successor provisions thereto.

19. **NON-COMPETITION.** The Parties shall not, directly or indirectly, permit the development of facilities or programs in the Facility which will compete with those conducted by any of the other Parties to this Agreement.

20. **SURRENDER UPON EXPIRATION OR TERMINATION.** At the expiration of the agreement, or upon termination of the agreement, City or Foundation shall surrender the property in as good condition as it was in at the beginning of the term; reasonable use and wear, and damages by the elements excepted. Any additions or improvements affixed to the property stay with the property. Equipment, furnishings, or furniture that came with the property or has been replaced remain with the property.

21. **RIGHT TO ALTER AND IMPROVE.** City, District and Foundation may make changes to the interior of the Facility, subject to the following conditions:

A. No change or alteration which might impair the structural soundness or diminish the value of the building shall be made.

B. No change or alteration shall be made without the mutual prior written consent of City, District and Foundation.

C. Any improvement to the building or to any party thereof and any replacement of fixture shall become the absolute property of District upon termination of this Agreement without payment of any kind.

D. The cost of any approved alteration of improvement shall be at the expense of the party wanting the exchange or alteration, unless otherwise agreed by the Parties.

E. All changes or alterations shall be completed in accordance with the competitive bid laws.

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22. FIRE OR OTHER CASUALTY LOSS. If all or any part of the Facility is damaged or destroyed by fire or other casualty, District shall repair and rebuild the structure with reasonable diligence. All insurance proceeds received by District pursuant to the provisions of this agreement shall be payable to District and shall be held in trust and applied by District to the payment of such restoration, as such restoration progresses.

23. FIRE OR CASUALTY INSURANCE. District shall insure the Facility and City and District shall pay the insurance premiums attributable to their respective use of the Facility as part of the Operations and Maintenance Costs as follows:

A. For loss or damage by fire and such other risks as may be included in the broadest form of extended coverage insurance from time to time available in amounts sufficient to prevent District or City from becoming a co-insurer within the terms of the applicable policies, and in any event, in an amount not less than 80% of the full insurable value.

B. For loss or damage from leakage of sprinkler systems in the Facility in an amount not less than 10 percent of the then full insurable value.

C. For loss or damage by explosion of steam boilers, pressure vessels, or similar apparatus in the Facility in such limits with respect to any one accident as may be reasonably desired by District from time to time.

The term "full insurable value" shall mean the actual replacement cost, excluding foundation and excavation costs. All such insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. All policies shall name District, City and Foundation as the insured, as their respective interests may appear. Each party shall be furnished with a copy of each policy specified under this agreement. To the extent obtainable, all policies shall contain an agreement by the insurer that such policies shall not be canceled except upon thirty (30) days prior written notice to each party.

24. LIABILITY INSURANCE. District and City shall carry liability insurance for protection of District, City and Foundation from any liability arising out of any accident or other occurrence causing any injury and/or damage to any person or property upon the premises due directly or indirectly to the use or occupancy thereof by the insured, or any person claiming through or under the insured. Liability policies shall have limits of not less than one million dollars (\$1,000,000) for property damage and one million dollars (\$1,000,000) excess liability umbrella. Such policies shall cover the premises, shall be issued by insurance companies and in forms satisfactory to the insured, shall provide for at least thirty (30) days notice to the District before cancellation. The District may adjust limits of the policies in accordance with the insurance standards in the community for similar facilities.

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25. WAIVER OF SUBROGATION RIGHTS. Each of the Parties hereby releases the other from any claim for recovery for any loss or damage to any of its property or for any liability which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver applies only when permitted by the applicable policy of insurance.

26. NON-ASSIGNMENT OF INTEREST UNDER THIS AGREEMENT. None of the Parties shall assign its interests under this agreement without the prior written consent of the other Parties in each instance. Single events, for third parties, may be scheduled by either party, subject to availability of the Facility and consistent with this agreement.

27. OBLIGATIONS. The obligations of District, City and Foundation under this Agreement are several obligations, and are not joint obligations.

28. MODIFICATIONS OF THIS AGREEMENT. City and District acknowledge that from time to time it may be to their mutual advantage to modify the terms and conditions of this Agreement. In that event, both parties agree that any mutually agreed upon modifications shall be allowable as they may become necessary or desirable to implement the general purpose of this Agreement; provided, however, that no waiver, change, modification or amendment of this Agreement shall be binding upon either party unless in writing and signed by the affected party. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition in this Agreement.

29. TERMINATION PRIOR TO EXPIRATIONS OF TERM. This Agreement may be terminated prior to the expiration of its term, as follows:

A. By mutual agreement of the Parties.

B. By any party for breach of any of the terms of this agreement. Termination shall be accomplished by giving written notice to the breaching party specifying the breach and stating that the agreement will be terminated if the breach is not cured with thirty (30) days. Failure to cure the breach within thirty (30) days of receipt of this notice shall result in automatic termination of this agreement.

C. Any party may terminate this agreement for any reason by giving one and one-half (1½) year's notice in writing, notice to be delivered on or before January 1 and termination to be effective on June 30, one and one-half (1½) years later.

D. In the event of termination, the terminating party shall be relieved of all further obligations or duties beyond the date of termination, but no party shall be relieved of its duties and obligations under this agreement through the date of termination.

E. As of the date of termination, sole possession of the premises shall be returned to District and the terminating party shall vacate the premises no later than the date of termination.

30. BINDING EFFECT. The terms and conditions of this Agreement shall extend to and be binding upon the successors in interest of the respective parties hereto.

31. ENTIRE AGREEMENT - AMENDMENT. This Agreement contains the entire understanding between the Parties and cannot be changed or terminated orally but only by an agreement in writing signed by all Parties.

32. SEVERABILITY. If any provision of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

OELWEIN COMMUNITY  
SCHOOL DISTRICT

CITY OF OELWEIN, IOWA

By James L. Moeller  
James L. Moeller, President of the  
Board of Education for the Oelwein  
Community School District

By Larry G. Murphy  
Larry G. Murphy, Mayor

Attested by: Jim Patera  
Jim Patera, Superintendent

Attested by: Steven H. Kendall  
Steven H. Kendall,  
City Administrator

GREATER OELWEIN AREA  
CHARITABLE FOUNDATION, INC.

By Gene L. Fuelling  
Gene L. Fuelling, President

By R. L. Van Veldhuizen  
R. L. Van Veldhuizen, Secretary



## MANAGEMENT SERVICES AGREEMENT

**THIS MANAGEMENT SERVICES AGREEMENT** (the "Agreement") is entered into effective as of the 23 day of August, 2002 (the "Effective Date"), by and between Mercy Hospital of Franciscan Sisters, Inc. ("Mercy"), an Iowa nonprofit corporation, and the City of Oelwein, Iowa (the "City").

### RECITALS

**WHEREAS**, the City operates the Oelwein Area Enrichment Center (the "Center"), which is a community center that includes a wellness program (the "Program") for the benefit of the greater Oelwein community; and

**WHEREAS**, the City requires the services of an experienced manager to provide certain administrative and management services for the Program; and

**WHEREAS**, Mercy has experience and expertise in managing community wellness programs; and

**WHEREAS**, the City desires to obtain Mercy's services and Mercy desires to provide such administrative and management services to the City upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and obligations of the parties set forth herein, Mercy and the City hereby agree as follows:

### AGREEMENT

#### **1. DIVISION OF AUTHORITY.**

**1.1 The City's Authority.** The full authority and ultimate control of the Program shall at all times remain exclusively with the City. The City shall retain the ultimate responsibility for the Program's compliance with all applicable federal, state and local laws.

**1.2 Authority of Mercy.** Subject to the terms and conditions of this Agreement, Mercy shall have the right and commensurate authority to oversee the supervision and effective management of day-to-day business operations of the Program. Any powers not specifically delegated or granted by the City to Mercy shall remain with the City.

#### **2. TERM AND TERMINATION.**

**2.1 Term.** The initial term of this Agreement shall be for two (2) years beginning on the Effective Date and ending on the date two (2) years thereafter unless sooner terminated according to the terms herein (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"). The Initial Term, together with any Renewal Term, shall be referred to as the "Term."

**2.2 Termination.** This Agreement may be terminated as follows:

2.2.1 By Either Party. Either party may terminate this Agreement without cause or penalty at any time upon one hundred and twenty (120) days' prior written notice to the other party.

2.2.2 For Cause. In the event of a material breach by one party, the non-breaching party may, at any time after forty-five (45) days following notice of such breach, terminate this Agreement by further notice of termination; provided that if the breaching party, prior to receipt of the further notice of termination, has cured the breach or, if a cure cannot reasonably be accomplished within the forty-five (45) day period, has taken reasonable steps toward curing the breach, this Agreement shall remain in effect and the non-breaching party shall be limited to damages as its exclusive remedy.

2.2.3 Due to Changes or Clarifications to Law. In the event there are changes or clarifications to statutes, regulations or rules that materially and adversely affect any legal right of either party to this Agreement, the affected party may, by notice to the other party, propose such modifications to this Agreement as may be necessary to comply with such change or clarification. Upon receipt of such notice, the parties shall engage in good faith negotiations regarding any appropriate modifications to this Agreement. Notwithstanding any other provision in this Agreement, if such notice is given and the parties are unable within sixty (60) days thereafter to agree to appropriate modifications to this Agreement, either party may terminate this Agreement by providing at least thirty (30) days notice to the other.

2.2.4 Mutual Agreement. This Agreement may be terminated at anytime by the mutual written agreement of the parties.

**2.3 Effect of Termination.** Upon termination of this Agreement for any reason, Mercy and the City shall cooperate to ensure that continuity of services are provided to Program participants. Except for obligations, promises or covenants contained herein that expressly extend beyond the term of this Agreement, neither party shall have any future obligations hereunder.

**3. ESTABLISHMENT AND MANAGEMENT OF THE PROGRAM.**

**3.1 Establishment and Management of the Program.** Mercy shall, on behalf of the City, manage the Program in accordance with (a) all applicable federal, state and local laws, rules and regulations; and (b) the ordinances, rules, regulations, policies, procedures and standards of the City.

**3.2 Administrative and Management Services.** Mercy shall, on behalf of the City, provide the following administrative and management services: (a) accounting and preparation of records and books related to the Program's operations; (b) preparation of Program budgets; (c) recruiting and hiring staff for the Program; (d) providing all marketing materials for the Program; (e) providing staff education and training for Program staff; (f) market enrichment center and related programs and solicit memberships and (g) such other services as may be mutually agreed to from time to time.

**3.3 Employees.** Mercy shall recruit and hire a Facilitator to oversee Program operations. In addition, Mercy shall employ all instructors, weight room monitors, and trainers required for the operation of the Program. All expenses related to Program employees, including but not limited to salary and benefits, shall be reimbursed by the City.

#### **4. DUTIES AND RESPONSIBILITIES OF THE CITY.**

**4.1 Regulatory Permits and Approvals.** The City shall obtain any necessary permits, licenses and regulatory approvals required for the operation of the Program. Mercy shall assist the City to obtain any such permits, licenses and approvals.

**4.2 General Support.** After considering the recommendations of Mercy, the City shall provide such personnel, space, equipment and support services as are necessary or appropriate for operation of the Program and for Mercy to perform its duties under this Agreement. All such items shall be maintained by the City in good operating condition and repair.

**4.3 Supplies.** The City shall provide and replenish all supplies and inventory which the City and Mercy jointly determine are reasonable and necessary for the proper operation of the Program.

#### **5. FINANCIAL RELATIONSHIP**

**5.1 Expense Reimbursement.** The City shall reimburse Mercy for all expenses associated with operation of the Program including, but not limited to, direct expenses (salaries, benefits, and marketing materials) and indirect expenses (payroll processing, accounting and preparation of records and budget, etc.). Indirect expenses are calculated at 4.5% of direct expenses. Mercy shall submit monthly invoices to the City detailing such expenses. Payment from the City shall be due within thirty (30) days of receipt of any such invoice. Mercy shall submit an annual budget for the following fiscal year by November 1.

**5.2 Management Services Fee.** During the Initial Term of this Agreement, other than reimbursing Mercy for all expenses associated with operation of the Program as described in Section 5.1, the City shall not be required to pay Mercy an additional annual fee for management and administrative services.

**5.3 Books and Records.** Each party shall make its books, records and accounts, related to the provision of services under this Agreement available for inspection and examination by the other party or its authorized representative, at all times during normal business hours, upon twenty-four (24) business hours advance notice to such party for the purpose of verifying the amounts billed or charged under this Section 5.

#### **6. INSURANCE AND INDEMNIFICATION.**

##### **6.1 Insurance.**

**6.1.1 By Mercy.** Mercy shall obtain and maintain comprehensive general insurance and malpractice insurance in an amount of \$1,000,000 per claim, and \$3,000,000

annual aggregate. Mercy shall provide or cause its insurer to provide the City notice at least thirty (30) days advance of any termination, reduction or other material change in Mercy's coverage. On an annual basis, Mercy shall provide the City with certificates of insurance evidencing compliance with the requirements of this Section 6.1.1.

6.1.2 By The City. The City shall obtain and maintain comprehensive general liability coverage in such amounts as is usual and customary in the community for a municipality. The City shall provide or cause its insurer to provide Mercy notice at least thirty (30) days advance of any termination, reduction or other material change in the City's coverage. On an annual basis, City shall provide Mercy with certificates of insurance evidencing compliance with the requirements of this Section 6.1.2.

**6.2 Indemnification.**

6.2.1 By Mercy. Mercy agrees to indemnify and hold harmless the City, its agents and employees from and against any claim, loss, damage, cost, expense or liability, including reasonable attorney's fees, arising out of or related to the performance or nonperformance of Mercy, its agents or employees of any services to be performed or provided by Mercy under this Agreement.

6.2.2 By The City. The City agrees to indemnify and hold harmless Mercy, its agents and employees from and against any claim, loss, damage, cost, expense or liability, including reasonable attorney's fees, arising out of or related to the performance or nonperformance of the City, its agents or employees of any duty or obligation of the City under this Agreement.

6.2.3 Survival. The obligations of the parties under this Article 6.2 shall survive the expiration or termination of this Agreement.

**7. MISCELLANEOUS**

7.1 Successors and Assigns. Neither party may assign this Agreement or any rights hereunder without the prior written consent of the other party.

7.2 Notices. All notices and other communications under this Agreement shall be given in writing and shall be deemed duly given if mailed by certified mail, return receipt requested, first class postage prepaid, addressed as follows:

If to Mercy:                      Mercy Hospital of Franciscan Sisters  
   201 8<sup>th</sup> Avenue  
   Oelwein, Iowa 50662  
   Attn: Administration

If to the City:                      \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   Attn: \_\_\_\_\_

The parties shall be responsible for notifying each other promptly in writing of any change of address.

**7.3 Entire Agreement; Amendment.** This Agreement contains the entire agreement between the parties hereto with regard to the subjects hereof and supersedes all prior agreements and understandings both written and oral. This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by both parties.

**7.4 Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

**7.5 Severability; Agreement Subject to Law.** If any provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term, that provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid or unenforceable provision, this Agreement shall be reformed to include as a part of this Agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable; provided, however, that this Agreement shall not be reformed if such reformation would materially change the economic terms of the parties' relationship.

**7.6 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (without reference to conflicts of law principles).

**7.7 Headings.** Headings or titles of the sections hereof are for convenience only and shall not be construed to modify or otherwise affect the terms hereof.

**7.8 Binding Agreement.** This Agreement is binding on all parties, their legal representatives, successors and assigns except as otherwise stated herein.

**7.9 Waiver.** Failure to insist upon full performance of the obligation or failure to exercise rights under this Agreement shall not constitute a waiver as to future defaults or exercise of rights.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF OELWEIN, IOWA**

**MERCY HOSPITAL OF FRANCISCAN SISTERS, INC.**

By: *Larry G. Murphy*  
Name: LARRY G. MURPHY  
Title: MAYOR

By: *Michele M. Panucci*  
Name: michele m Panucci  
Title: Senior VP/CEO

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## Kaufman Hall EPM

## Wellness Center Budget from MercyOne

## Summary

50406321 - WELLNESS CENTER

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projected	FY 2023 Budget	Final Budget
<b>Financial Summary</b>						
Other Revenue	190,276	180,532	203,264	180,198	211,074	211,074
<b>Total Revenue</b>	<b>190,276</b>	<b>180,532</b>	<b>203,264</b>	<b>180,198</b>	<b>211,074</b>	<b>211,074</b>
Salaries	136,137	141,877	154,718	142,671	158,797	158,797
Employee Benefits	35,477	37,082	38,529	38,029	46,575	46,575
Supplies	790	781	337	925	939	939
<b>Total Expenses</b>	<b>172,405</b>	<b>179,740</b>	<b>193,585</b>	<b>181,626</b>	<b>206,311</b>	<b>206,311</b>
<b>Gross Margin</b>	<b>17,871</b>	<b>792</b>	<b>9,679</b>	<b>(1,428)</b>	<b>4,763</b>	<b>4,763</b>
<b>Statistical Analysis</b>						
<b>Total-Key Statistic</b>	<b>366</b>	<b>365</b>	<b>365</b>	<b>365</b>	<b>365</b>	<b>365</b>
Revenue / Unit	519.879	494.609	556.888	493.692	578.285	578.285
Salaries / Unit	371.960	388.703	423.886	390.880	435.061	435.061
Benefits / Unit	96.933	101.595	105.559	104.190	127.602	127.602
Supplies / Unit	2.159	2.140	0.925	2.535	2.573	2.573
Other Expense / Unit	(0.000)	0.000	(0.000)	0.000	(0.000)	(0.000)
<b>Total Exp / Unit</b>	<b>471.052</b>	<b>492.438</b>	<b>530.370</b>	<b>497.606</b>	<b>565.236</b>	<b>565.236</b>
<b>Gross Margin / Unit</b>	<b>48.827</b>	<b>2.171</b>	<b>26.518</b>	<b>(3.913)</b>	<b>13.049</b>	<b>13.049</b>
<b>Hours Analysis</b>						
Paid FTEs - Staff	3.94	4.12	4.89	4.09	4.84	4.84
Total Paid FTEs	3.94	4.12	4.89	4.09	4.84	4.84
Avg Hourly Rate - Staff	\$16.56	\$16.57	\$15.21	\$16.75	\$15.76	\$15.76
Total Paid Hours / Unit	22.456	23.454	27.861	23.330	27.601	27.601
Paid Hours - Staff	8,219	8,561	10,169	8,515	10,075	10,075
Total Paid Hours	8,219	8,561	10,169	8,515	10,075	10,075
Total Productive FTEs	3.68	3.85	4.63	3.81	4.55	4.55
Total Productive Hours	7,679	8,006	9,632	7,918	9,455	9,455
Total Productive Hours / Unit	20.982	21.935	26.388	21.692	25.905	25.905



**INVOICE**

Item 1.

3421 West 9th Street  
Waterloo, IA 50702

**Invoice #:** 2230228

**Amount Due:** 15942.00

TO:

CITY OF OELWEIN  
ATTN: ACCOUNTS PAYABLE  
20 2ND AVE SW  
OELWEIN, IA 50662

Cust. # 10118

2/20/2023

**Detach and Return Top Portion With Remittance**

DATE

MercyOne Waterloo Medical Center  
3421 West 9th Street | Waterloo, IA 50702

PHONE: (319)272-7610

Date: 2/20/2023  
Invoice #: 2230228

DESCRIPTION	QTY	UNIT CHARGE	TOTAL CHARGE
JANUARY WELLNESS EXP	1	15942.00	15942.00
		TOTAL	<u>15942.00</u> =====

Retain this bottom portion for your records. Thank you.

# GL Distribution Report

Mercy Health Network (IA)  
For The Period Ending January 31, 2023

## 50406321 - WELLNESS CENTER

Acct	JE Source	JE Number	Description	JE Date	Amount
Worked Regular Salaries Othr					
60400	PR	90070004	Summarized transaction	01/14/23	5,127.78
60400	PR	90070012	Estimated payroll expense	01/28/22	1,104.08
60400	PR	90070015	Summarized transaction	01/28/23	5,257.45
<b>Total 60400 Worked Regular Salaries Othr</b>					<b>11,489</b>
Paid Leave AS Earned Othr					
60415	PR	90070015	Summarized transaction	01/28/23	626.63
60415	PR	90070012	Estimated payroll expense	01/28/22	131.59
60415	PR	90070004	Summarized transaction	01/14/23	543.71
60415	LP	90070001	Expense Transaction	01/01/23	(13,467.96)
60415	LP	90070001	Expense Transaction	01/28/23	13,323.31
<b>Total 60415 Paid Leave AS Earned Othr</b>					<b>1,157</b>
Social Security Taxes					
61000	PR	90070012	Estimated payroll expense	01/28/22	92.59
61000	PR	90070004	Summarized transaction	01/14/23	424.73
61000	PR	90070015	Summarized transaction	01/28/23	440.90
<b>Total 61000 Social Security Taxes</b>					<b>958</b>
Allocated Benefits					
61093	GL	50011020	WELLNESS BENEFITS ACCR	01/31/23	2,337.55
<b>Total 61093 Allocated Benefits</b>					<b>2,338</b>
<b>Total 50406321 - WELLNESS CENTER</b>					<b>15,942</b>



### Labor Distribution Detail

Mercy Health Network (IA)  
 For The Pay Period Ending 1/28/2023  
 WELLNESS CENTER

Dept	JobCode	Employee	PayType	PP 01/14/23		PP 01/28/23		MTD - Total	
				Hours	Dollars	Hours	Dollars	Hours	Dollars
50406321	J20529-ENVIRON SRVCS TECH-MERCY	800786: CROW, TERRY	P2005-PTO - STD SUPPLEMENT	21	326.35	21	326.35	42	652.70
50406321	J20529-ENVIRON SRVCS TECH-MERCY	802577: BRUXVOORT COLLIGAN, PATRICIA	P100-REGULAR	21	318.75	33	495.00	54	813.75
50406321	J20529-ENVIRON SRVCS TECH-MERCY	802577: BRUXVOORT COLLIGAN, PATRICIA	P704-WEEKEND DAY DIFFERENTIAL	0	0.00	0	4.89	0	4.89
<b>SubTotal - J20529-ENVIRON SRVCS TECH-MERCY</b>				<b>42</b>	<b>645.10</b>	<b>54</b>	<b>826.24</b>	<b>96</b>	<b>1,471.34</b>
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	705661: NOLAN, MILISA	P100-REGULAR	13	105.13	18	153.49	31	258.62
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	705661: NOLAN, MILISA	P702-EVENING SHIFT DIFFERENTIAL	0	5.75	0	11.50	0	17.25
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	705661: NOLAN, MILISA	P704-WEEKEND DAY DIFFERENTIAL	0	4.46	0	5.74	0	10.20
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	707144: LEISINGER, DEBRA	P100-REGULAR	29	241.79	25	208.15	54	449.94
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	800945: RAHE, AMY	P100-REGULAR	14	117.74	14	119.84	28	237.58
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	800945: RAHE, AMY	P702-EVENING SHIFT DIFFERENTIAL	0	5.00	0	10.50	0	15.50
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	801931: COX, CARSON	P100-REGULAR	8	66.00	8	66.00	16	132.00
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	801931: COX, CARSON	P704-WEEKEND DAY DIFFERENTIAL	0	6.80	0	6.80	0	13.60
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	802382: BERRY, NEVIN	P100-REGULAR	15	119.62	12	96.94	26	216.56
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	802382: BERRY, NEVIN	P702-EVENING SHIFT DIFFERENTIAL	0	11.00	0	4.00	0	15.00
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	802382: BERRY, NEVIN	P704-WEEKEND DAY DIFFERENTIAL	0	0.00	0	7.01	0	7.01
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	802577: BRUXVOORT COLLIGAN, PATRICIA	P100-REGULAR	3	20.63	5	45.38	8	66.01
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	802578: WEBER, JAXON	P100-REGULAR	12	101.06	18	146.44	30	247.50
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	802578: WEBER, JAXON	P702-EVENING SHIFT DIFFERENTIAL	0	10.50	0	10.50	0	21.00
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	802578: WEBER, JAXON	P704-WEEKEND DAY DIFFERENTIAL	0	0.00	0	4.46	0	4.46
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	802796: RAHE, SYDNEY	P100-REGULAR	18	148.51	10	80.44	28	228.95
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	802796: RAHE, SYDNEY	P702-EVENING SHIFT DIFFERENTIAL	0	5.50	0	0.00	0	5.50
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	802796: RAHE, SYDNEY	P704-WEEKEND DAY DIFFERENTIAL	0	7.65	0	3.19	0	10.84
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	802814: KANE, JANA	P100-REGULAR	11	92.81	17	140.26	28	233.07
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	802814: KANE, JANA	P702-EVENING SHIFT DIFFERENTIAL	0	4.00	0	5.75	0	9.75
50406321	J20584-WEIGHT ROOM MONITOR-MERCY	802814: KANE, JANA	P704-WEEKEND DAY DIFFERENTIAL	0	3.40	0	0.00	0	3.40
<b>SubTotal - J20584-WEIGHT ROOM MONITOR-MERCY</b>				<b>122</b>	<b>1,077.35</b>	<b>127</b>	<b>1,126.39</b>	<b>249</b>	<b>2,203.74</b>
50406321	J20830-FITNESS CNT FACILITATOR	300713: BURKHART, JESSICA	P100-REGULAR	72	1,956.24	76	2,064.92	148	4,021.16
50406321	J20830-FITNESS CNT FACILITATOR	300713: BURKHART, JESSICA	P200-PTO	8	217.36	4	108.68	12	326.04
50406321	J20830-FITNESS CNT FACILITATOR	708057: ESER, ELIZABETH	P100-REGULAR	64	1,532.80	56	1,341.20	120	2,874.00
50406321	J20830-FITNESS CNT FACILITATOR	708057: ESER, ELIZABETH	P200-PTO	0	0.00	8	191.60	8	191.60
<b>SubTotal - J20830-FITNESS CNT FACILITATOR</b>				<b>144</b>	<b>3,706.40</b>	<b>144</b>	<b>3,706.40</b>	<b>288</b>	<b>7,412.80</b>
50406321	J20837-INSTRUCTOR II - MERCY	300968: ROCHETTE, COURTNEY	P100-REGULAR	1	15.00	1	15.00	2	30.00
50406321	J20837-INSTRUCTOR II - MERCY	802577: BRUXVOORT COLLIGAN, PATRICIA	P100-REGULAR	4	75.01	4	75.01	7	150.02
50406321	J20837-INSTRUCTOR II - MERCY	802607: MENDENHALL, ANGELA	P100-REGULAR	3	75.01	8	135.04	11	210.05
<b>SubTotal - J20837-INSTRUCTOR II - MERCY</b>				<b>8</b>	<b>165.02</b>	<b>12</b>	<b>225.05</b>	<b>20</b>	<b>390.07</b>
<b>Grand Total</b>				<b>316</b>	<b>5,593.87</b>	<b>337</b>	<b>5,884.08</b>	<b>653</b>	<b>11,477.95</b>

# January

Wellness/Rec Hours

## 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Wellness 37 Adult VB 3	2	3	4	5	6	7
8 Wellness 33 Soccer 2 Adult VB 1	9	10	11	12	13	14
15 Wellness 33 Little League 2 Dodgeball 1	16	17	18	19	20	21
22 Wellness 39 Adult VB 1	23	24	25	26	27	28
29 Wellness 35 Soccer 5	30	31				

**CLAIM OF COVENANT MEDICAL CENTER  
JANUARY 2023**



WELLNESS EXPENSES - WAGES \$ 15,942.00

VAR-310 JOB CODE DETAILS FROM COVENANTS BILL

20529 HOUSEKEEPER - MERCY \$ 1,471.34  
 20529 HOUSEKEEPER - MERCY \$ - Jessica filling in  
**680-8220-64090 \$ 1,471.34**

**JESSICA'S WAGES**

20830 FITNESS CNT FACILITATOR \$ 7,412.80  
 20830 FITNESS CNT FACILITATOR \$ -  
**\$ 7,412.80**

JESSICA'S CALENDAR

160 HRS (4WKS) \$ - \$ - PER HR  
 200 HRS (5WKS) \$ 7,412.80 \$ 37.06 PER HR

TAKE THIS AMOUNT X REC PROGRAM HRS \$ 37.06

REC PROGRAM HRS - JESSICA'S CALENDAR	WAGES	HRS
001-4400-65073 TENNIS	\$ -	
001-4400-65220 ADULT SOFTBALL	\$ 185.32	5
001-4400-65240 BASKETBALL	\$ -	
001-4400-65260 VOLLEYBALL	\$ -	
001-4400-65270 LITTLE LEAGUE	\$ -	
001-4400-65280 FLAG FOOTBALL	\$ -	
001-4400-65290 SOCCER	\$ 259.45	7
001-4400-65320 SWIM TEAM	\$ -	
001-4400-65370 GOLF	\$ -	
001-4400-65380 DODGEBALL	\$ 37.06	1
001-4400-65390 BATTING LEAGUE	\$ -	

\$ 481.83

680-8220-64950 WELLNESS CONTRACT \$ 13,988.83

CHECK # 60040  
 DATE APPROVED FEB 27 2023  
 TOTAL \$15,942.00



To: Mayor and City Council  
 From: Dylan Mulfinger  
 Subject: Wellness Center Review  
 Date: 5/8/2023

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City Council voted in a tie to review the Wellness Center with the Mayor breaking the tie because of a simple motion. The City Administrator has conducted several meetings and has brought together many documents for the council's review. The root of this review from City Council is the annual discussion of the operating lost that the Wellness Center has each year.

Council tasked the City Administrator with the following:

- Review and consider an update of the 28E agreement
- Provide a breakdown of the contract with MercyOne
- Cost for each entity City, School, MercyOne

The City Administrator provides the following review below.

- Update of the 28E agreement
  - The agreement ends after 25 years. It was signed in 2002.
  - Key areas of the contract could be updated should the city and school come to an agreement.
    - The City Administrator has worked with the Oelwein Community School District Superintendent to identify these areas.
- Breakdown of the contract with MercyOne
  - MercyOne operates the Wellness Center on behalf of the city. MercyOne captures a 4.5 percent administration fee for the cost to operate a Wellness Center. All staffing, cleaning, and programming are a part of the Mercy contract. Employees of the Wellness Center are MercyOne Employees.
  - MercyOne uses Bob Johnson, Director of Rehab Services, to oversee the Wellness Center and other centers for MercyOne.
  - MercyOne operates a physical therapy office out of the Wellness Center and pays rent to the school district.
- Cost for each entity City, School, MercyOne
  - City
    - The city experiences an annual revenue loss
      - Table provided shows each year
    - \$175,000 revenue (projected FY2023)
    - \$203,000 expenses (projected FY2023)
    - \$30,000 subsidy from local option sales tax
    - Overseeing MercyOne contract
    - All revenue from the Wellness Center



- The Wellness Center Coordinator runs all recreation programs for the city
- City benefits provide staff family and single memberships
- Oelwein Community School District
  - 50/50 split of large equipment
  - \$24,000 annually for staff memberships
  - All utility cost (previously charged the city \$20,000 annually)
  - All maintenance costs
  - All cost of the Performing Arts Center
  - Rent from MercyOne physical therapy
- Mercy
  - Administration of the Wellness Center
  - Their administration fee in FY2022 was \$6,165.85

Through this research I believe the city can move in two ways:

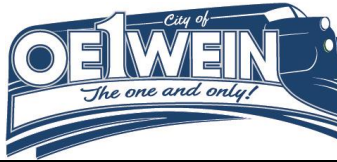
1. Small changes to the 28E and work with the Oelwein Community School District on reviewed 28E
2. Full revision of the 28E with the school district and plan out the next 20 years of the Wellness Center

The City Council must consider that the founders of the Wellness Center created a space for the community knowing that it would be supported by the community. The Wellness Center is an amenity that is subsidized by local option sales tax. Taking away this amenity could hurt the community in its ability to retain and attract people to Oelwein.



		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024
		Actual	Actual	Actual	Actual	Budget	Re-Estimate	Proposed
<b>Revenue</b>	Account Title	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2023	6/30/2024
680-8220-43000	INTEREST	0	0	0	0	0	0	0
680-8220-43100	RENTALS	442	600	1,139	1,209	200	200	1,000
680-8220-44320	SALES TAX	9,932	7,206	7,944	8,059	8,000	8,000	8,000
680-8220-44410	GRANTS (FEDERAL)	0	0	0	44,776	0	0	0
680-8220-45009	CLOTHING-TOWELS	0	86	0	0	0	0	0
680-8220-45011	5K RUN	0	22	0	0	0	0	0
680-8220-45021	CORPORATE WELLNESS	86	2,064	28	28	5,000	100	100
680-8220-45022	INCENTIVE PROGRAMS	1,918	976	0	362	1,000	500	500
680-8220-45023	WELLNESS LEAGUES	0	0	0	0	0	0	0
680-8220-45024	AFTER SCHOOL PROGRAMS	654	489	1,075	2,080	500	500	1,000
680-8220-45507	PERSONAL TRAINING	1,216	649	1,075	836	750	750	850
680-8220-45510	DAY PASSES	10,427	6,798	6,467	10,054	9,000	9,000	10,000
680-8220-45511	MEMBERSHIPS	158,143	142,859	142,823	145,133	150,000	155,000	155,000
680-8220-47040	DONATIONS/FUNDRAISER	0	0	0	23	0	0	0
680-8220-47990	MISC	0	199	183	4,000	0	0	0
680-8220-49009	WELLNESS LOSS TRANSFER	27,496	30,460	17,318	0	29,000	29,500	27,100
		<b>210,314</b>	<b>192,411</b>	<b>178,052</b>	<b>216,560</b>	<b>203,450</b>	<b>203,550</b>	<b>203,550</b>

		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024
		Actual	Actual	Actual	Actual	Budget	Re-Estimate	Proposed
<b>Expenditure</b>	Account Title	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2023	6/30/2024
680-8220-60100	SALARY	0	0	0	0	0	0	0
680-8220-63730	COMMUNICATIONS	167	107	107	107	150	150	150
680-8220-63810	UTILITIES	18,540	540	540	544	400	400	550
680-8220-64080	INSURANCE-LIABILITY	3,085	3,227	3,274	4,026	3,800	3,800	4,000
680-8220-64090	JANITORIAL	13,748	9,875	13,564	16,570	15,000	15,000	16,500
680-8220-64180	SALES TAX	10,114	7,447	7,720	8,052	9,000	9,000	8,000
680-8220-64915	REFUNDS	844	1,249	558	15	500	500	250
680-8220-64950	CONTRACTS	141,390	156,173	138,461	137,019	150,000	150,000	146,500
680-8220-65041	EQUIPMENT	6,801	7,378	6,511	6,159	8,000	8,000	8,000
680-8220-65060	OFFICE SUPPLIES	4,268	4,482	5,836	6,393	4,000	4,000	6,000
680-8220-65070	SUPPLIES	522	685	698	702	1,000	1,000	1,000
680-8220-65310	5-10K RUN	0	0	0	0	0	0	1,000
680-8220-65340	INCENTIVE PROGRAM	403	772	0	262	500	500	500
680-8220-65345	CORPORATE WELLNESS	0	0	255	0	100	100	100
680-8220-65350	AFTER SCHOOL PROGRAMS	440	476	528	1,299	1,000	1,000	1,000
680-8220-67990	CAPITAL OUTLAY	9,943	0	0	0	10,000	10,000	10,000
		<b>210,265</b>	<b>192,411</b>	<b>178,052</b>	<b>181,148</b>	<b>203,450</b>	<b>203,450</b>	<b>203,550</b>



<b>Wellness Center Loss History</b>			
June 30 FY	Actual Loss	Nov 2021 COVID Relief Grant Balance \$44,776	Adjusted Loss using COVID Relief
2003	\$28,240		
2004	\$28,241		
2005	\$68,200		
2006	\$20,453		
2007	\$26,100		
2008	\$38,000		
2009	\$60,493		
2010	\$67,164		
2011	\$67,136		
2012	\$68,013		
2013	\$78,869		
2014	\$70,206		
2015	\$54,702		
2016	\$55,695		
2017	\$50,554		
2018	\$22,468		
2019	\$27,496		
2020	\$30,460		
2021	\$17,317		
2022	\$9,365	\$35,141	0
2023			

# Fayette County Board of Supervisors

Item 2.

**Janell Bradley, Bruce Lehmann, Jeff Bunn**

114 N. VINE, P.O. BOX 267

West Union, IA 52175

Telephone: (563) 422-3538

**Monday, April 10, 2023**

To:

Oelwein Police Chief Jeremy Logan  
City administrator Dylan Mulfinger

In response to your request for extension, Fayette County is not interested in extending a one-year contract of \$25,000 with the city of Oelwein to provide 911 and law enforcement communication and other services.

The payment of \$22,000 on the current year, is only covering 5% of the cost of the current year's dispatch budget, resulting in the County operating this service at a loss.


Over the past year, attempts to negotiate a new contract failed, as the city of Oelwein and Oelwein PD has never acknowledged that an agreement, while not unanimous, was reached by the appointed committee that met on several occasions with the three municipal entities. If Oelwein believes a contract for \$104,000 is too pricey, the city and its Police Department is free to look elsewhere for this service, or provide the service with its own staff.

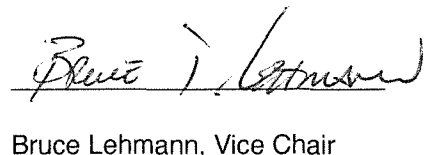
As we know you are aware, the cost of doing business has escalated immensely over the past year. Just two examples: the County increased salaries for it's new hire dispatchers by \$3 per hour last fall to attract applicants so we could increase staff during times of greater 911 calls. (That's above what was already negotiated by the Union.) County health insurance rates will increase by over 16% beginning July 1.


For Oelwein's part, you have asked for numerous questions to be answered as you argue against the contract cost we have established, but the fact remains: Fayette County is offering the service of 911 communications dispatch at a cost to your city that is less than any other alternatives of which we are aware. The cost WAS determined based on a formula currently used by Winneshiek County, using parameters that included population and Calls for Service. In Winneshiek, the city of Decorah sees 35% of the calls, and thus pays their fair share without question. The Calls for Service does not take into account EMS or FD calls, which the County is considering it's obligation.

If you prefer, we can again assess the quoted figures based on the past six months of Calls for Service, since it has been about that long since the discussions between the County and cities took place in earnest. However, at a glance, it appears Oelwein's CFS have continued to escalate, averaging about 25 calls per day. In the spirit of compromise, the Fayette County Supervisors Board will honor our original offer to Oelwein, at a flat rate of \$104,000 for 2023-24, for ONE YEAR.

Should you accept the contract offer for 2023-24, and in looking forward for years ahead, Fayette County is willing to have an appointee from our Board, and a voting member of the Oelwein City Council join Sheriff Marty Fisher in a discussion/explanation of how the contract fee is reached, in an effort toward better understanding. If this is your desire, please let us know.

  
Janell Bradley, Chair

  
Bruce Lehmann, Vice Chair

  
Jeff Bunn, Board Member





To: Mayor and City Council  
 From: Dylan Mulfinger  
 Subject: Dispatch  
 Date: 5/8/2023

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In April, the City of Oelwein was provided a letter from the Fayette County Supervisors advising the city that the Supervisors were no longer interested in discussing the rate for dispatching and that the county will do a one-year contract for \$104,000. This is a substantial increase from \$25,000 but lower than the original contract proposal of \$140,000. The entire time the city has attempted to work with the county they have refused to answer our questions.

The following questions were asked in February of 2023:

- The dispatch budget prior to the merger
- The dispatch budget after the merger
- Wage increases provided to dispatchers due to cost of living and competition increases to improve hiring efforts
- A dispatch staffing comparison for similar counties
- The impact that funding the dispatch center on a levy would have on the levy
- The impact that funding just the increase in costs to dispatch would have on the levy
- A description of what qualifies as a “calls for service” for them, as we have had concerns over inflated numbers
- Provide the base number of calls for service with emergency calls extracted from that total

The county supervisors either do not know how to get these questions answered or do not know how to ask questions to their own departments. It is obvious the county is reducing their dispatch cost and forcing it onto the Oelwein community essentially through double taxation.

The city has three options at this time:

1. Do nothing
2. Pay the county and negotiate in the future
3. Create a dispatch department at the police department

### **Do Nothing**

This plan poses the greatest risk as it will most likely result in Fayette County stopping all dispatch service July 1, 2023. The city’s public safety departments will be put at risk, and community members will not receive a high level of public safety. Fayette County is required to provide 911 services, but after providing information on the emergency call, Fayette County would be done working with our public safety. This option is not recommended as counties across the state have forced their authority on cities and shut off their dispatch services. This option is not recommended by the City Administrator.

### **Pay the County**



Finding funds for this will be difficult as the city budgeted \$25,000 because two supervisors verbally indicated they were working on an extension of the current contract. This also leads the city to pay for a service that the city has no control over or input on current operations. The current operations of the dispatch center are not meeting the expectations of the city's public safety. The current service levels do not appear to be a concern for the Sheriff or the supervisors. The current fee will most likely go up without the city having any recourse to dispute or negotiate. In the most recent negotiations, the supervisors formed a committee that heavily favored the county. This may become the only option and the supervisors are aware of this predicament. The County citing one county as an example is a weak argument. Oelwein provided three like counties in the state that charge zero dollars to their cities. This payment would be made monthly to the county.

### **Oelwein Dispatch**

The city could start their own dispatch, but it would take some considerable changes to the current operations. Both the Clerical and Administrative Assistant would have to accept a dispatch position, and the city would need to bring on two new members. The two new positions would come at a potential cost of \$45,000 each for salaries and another \$25,000 each for benefits. The police department would need to set up their room to handle dispatching and make some minor radio changes. This would be a step back as the city was hopeful the county would work with the city during this transition. The changes needed in the dispatch center would not be overly significant as the 911 calls, paging, and emergency dispatching items would still be the responsibility of the county, in which Oelwein fairly contributes to through 911 surcharges and property taxes. The city would need to acquire a base radio, with accessories, and potentially a stand-alone computer system for records entry. By having our dispatch center become a non-emergency dispatch center, this lessens the technology, software, and training needs of this center, therefore lowering the operational expenses.

No matter the outcome, these expenses will place a significant burden on the general fund.